CITY OF MUSKEGON

CITY COMMISSION MEETING

February 11, 2025 @ 5:30 PM

MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
  - **A.** **Muskegon Lumberjacks Charitable Foundation - Reading Caravan** Arena
- ☐ **PUBLIC HEARINGS:**
  - **A.** **Public Hearing- Transformational Brownfield Plan, Shaw Walker Mixed Use Redevelopment Project, Parkland Properties of Michigan, LLC, 965 W. Western Ave., 920 Washington Ave., 930 Washington Ave., and 1330 Division Ave.** Economic Development
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
  - **A.** **Approval of Minutes** City Clerk
  - **B.** **Sale of 1693 Elwood** Planning
  - **C.** **Amendment to the zoning ordinance, replacing mentions of "single-family residential districts" with "neighborhood residential districts." (SECOND READING)** Planning
  - **D.** **Amendment to Article II of the zoning ordinance to create definitions for duplexes and triplexes. (SECOND READING)** Planning

E. **Sale of 254 Meeking.** Planning

F. **Filtration Control System Upgrades** Public Works

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. **Muskegon Regatta**
DPW- Parks and Recreation

B. **Soccer in the Sand** DPW- Parks and Recreation

C. **Shaw Walker Project Affordable Housing Agreement** Economic Development

D. **Shaw Walker Community Benefit Agreement** Economic Development

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

► Reminder: Individuals who would like to address the City Commission shall do the following: ►Fill out a request to speak form attached to the agenda or located in the back of the room. ► Submit the form to the City Clerk. ► Be recognized by the Chair. ► Step forward to the microphone. ► State name. ►Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit: www.shorelinecity.com
The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705. clerk@shorelinecity.com

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Public Hearing- Transformational Brownfield Plan, Shaw Walker Mixed Use Redevelopment Project, Parkland Properties of Michigan, LLC, 965 W. Western Ave., 920 Washington Ave., 930 Washington Ave., and 1330 Division Ave.
Submitted by: Contessa Alexander, Development Analyst	**Department:** Economic Development

Brief Summary:
Parkland Properties of Michigan, LLC has submitted a Transformational Brownfield Plan for the Shaw Walker Mixed Use Redevelopment Project located at 965 W. Western Ave., 920 Washington Ave., 930 Washington Ave., and 1330 Division Ave.

Detailed Summary & Background:
History of the Site: The Shaw Walker site, historically home to the Shaw Walker Furniture Company, was constructed between 1911 and 1913. This manufacturing facility was a significant contributor to Muskegon's industrial landscape until it ceased operations in 1989. Following its closure, the site experienced multiple ownership changes, including Knoll North America, Lakeview Industrial Center Inc., Mellowood Development Co., P&G Holdings LLC, IGCFCO III, LLC, and most recently, Parkland Properties of Michigan acquired it in December 2022. The site has since remained largely vacant and deteriorated, representing a substantial blight in the community.

Developer's Plans: Parkland Properties of Michigan, through its affiliated entities, plans a comprehensive mixed-use redevelopment of the Shaw Walker site. The project will involve:

- Residential Development: Rehabilitation of four existing buildings into 538 new housing units and 53 existing units, totaling 591 units. These include apartments and condominiums with amenities such as rooftop pools, jacuzzis, clubhouses, and sports courts.
- Commercial Space: Conversion of portions of three buildings into 8 commercial retail spaces, including professional services (daycare, pet care), health and wellness facilities (salon, fitness studio), and various retail outlets (market, coffee shop, bookstore).
- Parking and Infrastructure: Rehabilitation of one building into an indoor parking facility and the construction of new parking lots. Infrastructure improvements include connections to city water, sewer, and storm systems, and replacing damaged sidewalks.
- The total capital investment is expected to exceed $212.9 million.
- 200 new full-time jobs, 600 temporary construction jobs

Duration of the Brownfield Plan: The Brownfield Plan will be in effect for up to 35 years from the date of approval by the governing body. The duration for property tax capture will not exceed 30 years, while the capture of withholding tax and income tax revenues is limited to 20 years from the start

date. The initiation of tax increment revenue capture must occur within five years post-approval, subject to Michigan Strategic Fund (MSF) approval.
Eligible Activities and Costs:Eligible activities under the Brownfield Plan include both environmental and non-environmental tasks:

- EGLE (Environmental) Eligible Activities:
  - Department-specific environmental site assessments and mitigation measures ($225,000).
- MSF (Michigan Strategic Fund) Eligible Activities:
  - Demolition and Abatement: $4,758,100
  - Rehabilitation of Existing Structures: $143,595,767
  - New Townhouse Construction: $11,100,000
  - Site and Amenities Construction: $8,823,413

Total Eligible Activities Cost: $168,502,280
Total Reimbursable Eligible Costs: $159,598,389, reflecting limitations on Tax Increment Revenue (TIR) capture

Approved Tax Incentives: The project has been awarded two approved tax incentives: NEZ (15 years), and an OPRA (12 years).

Once approved locally, the project will go before the Michigan Strategic Fund Board in April for final approval.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Progress toward completion of ongoing economic development projects

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I motion to close the public hearing and approve the Shaw Walker Mixed-Use Redevelopment Project Transformational Brownfield Plan and authorize the City Mayor and City Clerk to sign the attached resolution.

Approvals:

Immediate Division Head	X	
Information Technology		

Guest(s) Invited / Presenting:

No

Other Division Heads		
Communication		
Legal Review		

ACT 381 COMBINED TRANSFORMATIONAL BROWNFIELD PLAN MADE IN ACCORDANCE WITH AND PURSUANT TO THE MASTER DEVELOPMENT PLAN OF THE CITY OF MUSKEGON INCLUDING THE 2008 MUSKEGON DOWNTOWN AND LAKESHORE REDEVELOPMENT PLAN AND THE 2017 IMAGINE MUSKEGON LAKE PLAN THAT ENVISIONED THE REHABILITATION OF THE FORMER SHAW WALKER MANUFACTURING SITE TO SUPPORT HOUSING IN THE CITY OF MUSKEGON, MICHIGAN

SHAW WALKER MIXED USE REDEVELOPMENT PROJECT

965 W. Western Avenue
920 Washington Avenue
930 Washington Avenue
1330 Division Avenue

City of Muskegon, Muskegon County, Michigan
Muskegon Brownfield Redevelopment Authority

January 28, 2025

Prepared by: Warner Norcross + Judd LLP and Parkland Properties of Michigan – Shaw Walker, LLC, Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC

Approved by the Muskegon Brownfield Redevelopment Authority on February 11, 2025
Approved by the Muskegon City Commission on February 11, 2025

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ACT 381 COMBINED TRANSFORMATIONAL BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Shaw Walker Mixed-Use Redevelopment Project is being pursued by Parkland Properties of Michigan – Shaw Walker, LLC ("Parkland"), Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC (collectively, Parkland and the Shaw Walker Opportunity Zone entities are referred to as "Developer") in accordance with and pursuant to the master development plan of the City of Muskegon including the *2008 Muskegon Downtown and Lakeshore Redevelopment Plan* and the *2018 Imagine Muskegon Lake Plan* that envisioned the rehabilitation of the former Shaw Walker manufacturing site to support housing in the City of Muskegon, Michigan (the "City").

The Shaw Walker Mixed Use Redevelopment Project property consists of four (4) parcels totaling 15.133 acres at 965 W. Western Avenue, 920 & 930 Washington Avenue, and 1330 Division Street (the "Property") in the City. The Property is on the south side of Muskegon Lake and at the primary southern entry to the City.

The Property is bounded to the north by W. Western Ave, to the east by Division Street, to the southwest by the corner of Hudson Street and Washington Avenue, and to the west by Franklin Street. There are a total of seven (7) existing buildings on the Property, as well as a vacant land across Division Street.

Formerly the home of the Shaw Walker Furniture Company (constructed between 1911 – 1913), the Property has remained mostly vacant and in a state of disrepair since the factory's closing in 1989. Redevelopment of the Property (the "Project") will consist of continued environmental investigations, selective demolition and clean-up within and around the existing structures, site improvements, site preparation, rehabilitation of 4 of the existing buildings (Buildings 3, 4 (floors 2-4), 5, and 6) into new residential housing (condos and apartments), rehabilitation of portions of 3 of the existing buildings (Buildings 1, 2, and 4 (first floor)) into improved commercial retail space, and a parking structure (Building 7), and various infrastructure improvements, including 19,330 SF of public infrastructure.

When finished, the Project will complete the rehabilitation of the former factory complex into a mixed-use development with 591-housing units (of which 53 are existing units and 538 will be new housing units), a rooftop pool, jacuzzi and deck; 2-rooftop clubhouses; sport courts; shared work spaces; and 8 large retail units with uses that compliment and provide the best available lifestyle for the community.

Redevelopment of the Project is outlined below on a per building basis (please see Figure 8 for building site plan).

BUILDING #1

Building #1 consists of an existing, five-story, mixed-use building that was completed by the

previous developer in the early 2000's. The building contains a total of 84,500 SF, including a first-floor retail (coffee shop) space totaling 2,318 SF; a first-floor vacant former office space that will be converted to retail space totaling 2,160 SF; and 53 residential condominium units totaling 55,346 SF (consisting of 30 – 1-bedrooms, 18 – 2-bedrooms, and 4 – 3-bedrooms).

Parkland's affiliate, Shaw Walker Opportunity Zone Business 3, LLC, owns 33 of the existing residential units (consisting of 20 – 1-bedrooms, 9 – 2-bedrooms, and 4 – 3-bedrooms), and the remaining 20 units are owned by other homeowners (Income Tax Capture from these 20 units is not included in the Plan figures herein). Parkland and Shaw Walker Opportunity Zone Business 3, LLC, will be rehabilitating and marketing these 33 units for sale to prospective buyers.

The coffee retail space (known as the 'Coffee Factory') is currently occupied by a tenant. Parkland intends to continue to make the space available for lease.

Parkland intends to initially utilize the other vacant office space as an office for its condominium sales until a tenant is identified for the space. The space is listed and Parkland is currently seeking a convenience store or a market tenant for the space.

Enclosed building areas of Parkland's owned 33 residential units include 31,736 SF, as detailed in the table below:

Enclosed Areas	Square Footage
1-bedroom units (11 @ 719 SF)	7,909
1-bedroom units (3 @ 722 SF)	2,166
1-bedroom units (3 @ 887 SF)	2,661
1-bedroom units (2 @ 619 SF)	1,238
2-bedroom units (6 @ 1,211 SF)	7,266
2-bedroom units (1 @ 1,240 SF)	1,240
3-bedroom units (4 @ 1,456 SF)	5,824
2-bedroom units (3 @ 1,144 SF)	3,432
TOTAL ENCLOSED AREAS	31,736

The renovated residential units will provide 31,736 SF of livable space in the building with a total of 29,154 SF of common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
1-Bedroom Units	13,974	2-5
2-Bedroom Units	11,938	2-5
3-Bedroom Units	5,824	2-5
Total Developer Residential SF	*31,736*	
Non-Developer Owned Units*	23,610	2-5
Total Building Residential SF	*55,346*	
Common Space	22,400	1-5
Circulation	1,643	1-5
Mechanical & Electrical	963	1-5
Lobby and Restrooms	1,924	1 & 2

Amenity Spaces	1,761	2
Building Maintenance Services	169	1
Administration, Security	294	1
Total Non-Rentable SF	*29,154*	
BUILDING TOTAL	84,500	1-5
NET BUILDING SF REDEVELOPED UNDER THIS PLAN (less non-owned units)	60,890	

*No eligible activities will occur in the existing non-developer owned condominium units and the TBP revenue projections do not include any of this square footage or residents in the projections.

Building #1 is served by adjacent surface parking at the corner of Washington Avenue and Hudson Street with a total of 39 spaces. Additional surface parking spaces totaling 70 spaces are available on the backside of Building #1 on Hudson Street. The surface parking spaces will remain as part of the Project.

The total square footage of all components in Building #1 is 84,500 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the property.

BUILDING #2

Building #2 consists of an existing, single-story, commercial building that was operated as the Watermark 920 Event and Conference Center until its closure during the COVID-19 pandemic. Building #2 is currently vacant and contains a total of 13,970 SF.

Parkland's affiliate, Shaw Walker Opportunity Zone Business 2, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 2, LLC, will be rehabilitating the building and converting it into approximately 3 commercial retail units. These commercial units will be marketed toward uses that compliment and provide the best available lifestyle for the community. The units are listed and Parkland is currently seeking one of its preferred uses including, but not limited to, a fitness center, day care center, and/or a pet care center.

Enclosed building areas of the 3 commercial spaces include 10,500 SF, as detailed in the table below:

Enclosed Areas	Square Footage
Retail Space #1	3,500
Retail Space #2	3,500
Retail Space #3	3,500
TOTAL ENCLOSED AREAS	10,500

The renovated commercial space will provide 10,500 SF of rentable square footage within the building containing a total of 13,970 SF, including common area and support space as

noted in the table below:

Description	Square Footage	Floor(s)
Retail Space #1	3,500	1
Retail Space #2	3,500	1
Retail Space #3	3,500	1
Total Commercial Space SF	*10,500*	
Lobby and Restroom	3,470	1
Total Non-Rentable SF	*3,470*	
BUILDING TOTAL	13,970	1

Building #2 is served by adjacent surface parking at the corner of Washington Avenue and Division Street with a total of 51 spaces. Additional surface parking spaces totaling 357 spaces will be constructed across Division Street.

The total square footage of all components in Building #2 is 13,970 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and road cuts at multiple new access points to the property.
5. Utility line relocations
6. Road realignment
7. Creation of green space

BUILDING #3

Building #3 consists of an existing five-story, vacant, manufacturing building containing a total of 270,785 SF. Parkland's affiliate, Shaw Walker Opportunity Zone Business 2, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 2, LLC, will be rehabilitating the building into residential apartments.

The concrete building floors are generally open with massive concrete pillars throughout for floor support. The building structure is sound, but all of the non-structural flooring, the decaying brick façade, windows and roofing will need to be replaced as part of the overall Project.

Rehabilitation of Building #3 will include a redevelopment into 327 new rental apartments consisting of a combination of studios, one-bedroom, two-bedroom and three-bedroom apartments.

Enclosed building areas of Building #3 include 212,905 SF, as detailed in the table below:

Enclosed Areas	Square Footage
Studio units (27)	12,780
1-bedroom units (259)	155,758
2-bedroom (39)	41,737
3-bedroom (2)	2,630
TOTAL ENCLOSED AREAS	212,905

The new units will provide net rentable space of 212,905 SF within the building containing a total of 270,785 SF, including common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
Studios	12,780	1-5
1-Bedroom Units	155,758	1-5
2-Bedroom Units	41,737	1-5
3-Bedroom Units	2,630	3-4
Total Building Residential SF	*212,905*	
Circulation	40,432	1-5
Mechanical & Electrical	2,708	1-5
Lobby	3,276	1
Amenity spaces, hospitality	6,930	1-5
Building Maintenance Services	3,821	1-5
Administration, Security	713	1
Total Non-Rentable SF	*57,880*	
BUILDING TOTAL	270,785	1-5

Building #3 will be served by adjacent surface parking to be constructed across Division Street on the west end of Building #3 with a total of 357 spaces. Additional surface parking spaces of approximately 111 spaces will also be constructed at the corner of W. Western Avenue and Division Street. Additional surface parking spaces of approximately 51 spaces are also existing at the corner of Washington Avenue and Division Street.

The total square footage of all components in Building #3 is 270,785 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the property.

BUILDING #4

Building #4 consists of an existing four-story, vacant, manufacturing building containing a total of 57,792 SF. Parkland's affiliate, Shaw Walker Opportunity Zone Business 2, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 2, LLC, will be rehabilitating the building into residential apartments and commercial retail space.

The concrete building floors are generally open with massive concrete pillars throughout for floor support. The building structure is sound, but all of the non-structural flooring, the decaying brick façade, and windows and roofing will need to be replaced as part of the overall Project.

Rehabilitation of Building #4 will include the conversion of vacant first floor space into 10,049 SF of commercial retail space (i.e. restaurant/retail uses) and conversion of floors 2 through 4 into a mix of 1-, 2-, and 3-bedroom units of residential apartments for a total of 16 units. The rehabilitation will also include the construction of two rooftop clubhouses; and a rooftop pool, jacuzzi and deck.

Enclosed building areas of Building #4 include 27,653 SF, as detailed in the table below.

Enclosed Areas	Square Footage
1-bedroom units (6)	4,694
2-bedroom units (4)	4,494
3-bedroom units (6)	8,416
Retail Space #1	5,548
Retail Space #2	2,541
Retail Space #3	1,960
TOTAL ENCLOSED AREAS	27,653

The units will provide net rentable space of 27,653 SF within the building containing a total of 57,792 SF, including common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
1-Bedroom Units	4,694	3-4
2-Bedroom Units	4,494	3-4
3-Bedroom Units	8,416	2-3
Total Building Residential SF	*17,604*	
Retail Space	10,049	1
Total Commercial SF	*10,049*	
Circulation	8,026	1-4
Mechanical & Electrical	12,282	4
Amenity spaces, hospitality	5,669	1-4
Building Maintenance Services	4,162	1-2
Total Non-Rentable SF	*30,139*	
BUILDING TOTAL	57,792	1-4

Building #4 will be served by adjacent surface parking spaces of approximately 111 spaces will be constructed at the corner of W. Western Avenue and Division Street. The building will also be served by adjacent surface parking to be constructed across Division Street on the west end of Building #3 with a total of 357 spaces.

The total square footage of all components in Building #4 is 57,792 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the property.

BUILDING #5

Building #5 consists of an existing five-story, vacant, manufacturing building containing a total of 71,787 SF. Parkland's affiliate, Shaw Walker Opportunity Zone Business 2, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 2, LLC, will be rehabilitating the building into residential apartments.

The concrete building floors are generally open with massive concrete pillars throughout for floor support. The building structure is sound, but all of the non-structural flooring, the decaying brick façade, windows and roofing will need to be replaced as part of the overall Project.

Rehabilitation of Building #5 will include conversion of the vacant building floors into approximately 59,749 SF of new residential apartments, including a mix of studios, 1-, 2-, and 3-bedroom units, for a total of 89 units.

Enclosed building areas of Building #5 includes 59,749 SF, as detailed in the table below.

Enclosed Areas	Square Footage
Studio units (4)	2,148
1-bedroom units (82)	54,244
2-bedroom units (1)	995
3-bedroom units (2)	2,362
TOTAL ENCLOSED AREAS	59,749

The units will provide net rentable space of 59,749 SF within the building containing a total of 71,787 SF, including common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
Studio Units	2,148	2-5
1-Bedroom Units	54,244	1-5
2-Bedroom Units	995	5
3-Bedroom Units	2,362	3-4
Total Building Residential SF	*59,749*	
Circulation	7,513	1-5
Mechanical & Electrical	656	1-5
Amenity spaces, hospitality	2,800	1-5
Building Maintenance Services	1,069	1-5
Total Non-Rentable SF	*12,038*	
BUILDING TOTAL	71,787	

Building #5 will be served by adjacent surface parking to be constructed across Division

Street and on the west end of Building #3 with a total of 357 spaces. Additional surface parking spaces of approximately 111 spaces will be constructed at the corner of W. Western Avenue and Division Street. Additional existing surface parking spaces totaling 70 spaces are available adjacent to Building #5 on Hudson Street. These surface parking spaces will remain as part of the Project.

The total square footage of all components in Building #5 is 71,787 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the property.

BUILDING #6

Building #6 consists of an existing five-story, vacant, manufacturing building containing a total of 119,081 SF. Parkland's affiliate, Shaw Walker Opportunity Zone Business 2, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 2, LLC, will be rehabilitating the building into residential condominiums. The building floors are generally open with massive concrete pillars throughout for floor support. The concrete and steel building structure is sound, but all of the non-structural flooring, the decaying brick façade, windows and roofing will need to be replaced as part of the overall Project.

Rehabilitation of Building #6 will include conversion of the vacant building floors into approximately 87,473 SF of new residential condominiums available for sale, including a mix of 1- and 2-bedroom units, for a total of 69 units.

Enclosed building areas of Building #6 includes 87,473 SF, as detailed in the table below:

Enclosed Areas	Square Footage
1-bedroom units (5)	4,325
2-bedroom units (64)	83,148
TOTAL ENCLOSED AREAS	87,473

The units will provide net rentable space of 87,473 SF within the building containing a total of 119,081 SF, including common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
1-Bedroom Units	4,325	1-5
2-Bedroom Units	83,148	1-5
Total Building Residential SF	*87,473*	
Circulation	23,787	1-5
Mechanical & Electrical	1,615	1-4
Lobby	863	1
Amenity spaces, hospitality	907	1
Building Maintenance Services	4,119	1-5

Administration, Security	317	1
Total Non-Rentable SF	*31,608*	
BUILDING TOTAL	119,081	

Building #6 will be served by a parking structure to be constructed in the existing, adjacent Building #7, that is being converted to parking with approximately 120 spaces.

The total square footage of all components in Building #6 is 119,081 SF.

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the Property.

BUILDING #7

Building #7 consists of an existing, high bay, single-story, steel building (1977 vintage) containing a total of 85,000 SF. Parkland's affiliate, Shaw Walker Opportunity Zone Business 1, LLC, owns the building. Parkland and Shaw Walker Opportunity Zone Business 1, LLC, will be rehabilitating the building into indoor parking to serve the Project.

Building #7 is currently being used for storage until commencement of construction.

Approximately 54,491 SF of Building #7 is under a structurally sound, metal roof structure, that will remain to support the Project. The remaining 30,509 SF will be removed to create an open-air courtyard and provide required emergency ingress and egress for the Project.

The parking area will provide 120 parking spaces within the building containing a total of 54,491 SF, including common area and support space as noted in the table below:

Description	Square Footage	Floor(s)
Parking	54,000	1
Mechanical & Electrical	491	1
BUILDING TOTAL	54,491	

The total square footage of all components in Building #7 is 54,491 SF.

In addition to the above improvements to Building #7, the Developer intends to construct thirty-seven (37) 2- and 3-bedroom market rate for-sale townhomes on the adjacent land that will front W. Western Avenue and Franklin Street. Square footage of the townhomes is outlined below:

Description	Square Footage	Floor(s)
Townhomes	47,892	1-3
Townhome Garages	14,800	1
BUILDING TOTAL	62,692	

The entire rehabilitation Project will include several infrastructure improvements, including:

1. Connection to the existing City of Muskegon water system.
2. Connection to the existing City of Muskegon sewer system.
3. Connection to the existing City of Muskegon storm water system.
4. Replacement of damaged sidewalks with new sidewalks and installation of road cuts at multiple new access points to the Property.

Renderings of the Buildings are included in Figure 7 and site plans are included in Figure 8.

OVERALL PROJECT BUILDING SF SUMMARY

Description	Square Footage	Floor(s)
Residential		
Building #1	31,736	2-5
Building #1 (Non-Developer Owned Units)	55,346	2-5
Building #2	0	N/A
Building #3	212,905	1-5
Building #4	17,604	2-4
Building #5	59,749	1-5
Building #6	87,473	1-5
Building #7	0	N/A
Townhomes – includes garages	62,692	1-3
Total Project Site Buildings Residential SF	*527,505*	
Total Developer Buildings Residential SF	*472,159*	
Commercial		
Building #1	0	N/A
Building #2	10,500	1
Building #3	0	N/A
Building #4	10,049	1
Building #5	0	N/A
Building #6	0	N/A
Building #7	54,000	1
Townhomes	0	N/A
Total Buildings Commercial SF	*74,549*	
Non-Rentable		
Building #1	29,154	1-5
Building #2	3,470	1
Building #3	57,880	1-5
Building #4	30,139	1-4
Building #5	12,038	1-5
Building #6	31,608	1-5

Building #7	491	1
Townhomes	0	1-3
Total Non-Rentable SF	*164,780*	
DEVELOPER BUILDINGS TOTAL	711,488	
TOTAL PROJECT SITE BUILDINGS TOTAL	766,834	

PROJECTED JOB CREATION

The Project is expected to create 200 new FTE jobs broken down between the Project components as follows:

Project Component*	New FTE Jobs	Avg. Salary	Avg. Hourly Wage
Building 1			
Retail	20	$40,000	$19.23
Building 2			
Retail	20	$40,000	$19.23
Office	15	$60,000	$28.85
Building 3			
Office	30	$60,000	$28.85
Building 4			
Retail	110	$40,000	$19.23
Building 5			
Office	5	$55,000	$26.44
TOTAL	200	$51,667	$24.84

Additionally, construction of the Project is expected to support 600 temporary construction jobs between construction management, construction labor, transportation, production, and manufacturing of goods for the Project.

PROJECT INVESTMENT AND TIMELINE

The total Project cost is expected to exceed $221.3 million including the cost of acquisition. The Project cost is broken down between Project components as follows:

Project Component	Est. Cost
Building #1	$1,297,690
Building #2	$1,140,945
Building #3 & #4	$108,374,135
Building #5	$24,408,801
Building #6	$45,082,812
Building #7	$6,216,813
Site and Amenities (Parking included)	$11,336,749
Townhomes	$18,352,855
Property Acquisition	$5,125,000
TOTAL	$221,335,800

Private investment in the Project is comprised of Developer equity, building contribution, and debt financing that is expected to comprise approximately 83% of total Project investment. Public contributions to the Project, including TIR capture under this Plan, and grant and loan funding from the State of Michigan, are expected to comprise approximately 17% of total Project investment.

Pending Michigan Strategic Fund (MSF) approval of the Act 381 Workplan for the Transformational Brownfield Plan (TBP) incentive, the anticipated construction timeline for the Project is as follows:

Project Component	Construction Starts	All Eligible Activities Completed
Building #1	October 2026	October 2027
Building #2	October 2026	January 2027
Building #3	March 2025	June 2026
Building #4	March 2025	June 2026
Building #5	July 2025	December 2026
Building #6	July 2025	December 2026
Building #7	August 2025	March 2026
Division Street Parking Lot	July 2025	November 2025

Selective demolition and abatement work commenced on August 26, 2024 to prepare the Property for construction.

1.2 Eligible Property Information

1.2.1 The Property is on the south side of Muskegon Lake and immediately west of Shoreline Drive at the primary southern entry to the City. The Property is bounded to the north by W. Western Avenue, to the east by Division Street, to the southwest by the corner of Hudson Street and Washington Avenue, and to the west by Franklin Street. The Property location and surrounding area are shown on Figure 1 and Figure 2 includes parcel IDs and legal descriptions. The Property includes four parcels of land, the details of which are summarized below, including the basis for qualifying the Property under Act 381:

Address	Parcel ID	Parcel Size (approx.)	Basis of Eligibility
965 W Western Ave	24-205-468-0001-10	4.98 acres	Facility
920 Washington Ave	24-205-467-0001-00	5.00 acres	Facility
930 Washington Ave	Numerous – See Figure 2	1.92 acres	Facility
1330 Division St	24-205-466-0001-00	3.23 acres	Facility
	TOTAL	15.13 acres	

Buildings #6 will be subject to a condominium plan for the residential units.

A map of the existing parcels is provided in Figure 1.

1.2.2 Current Ownership

Address	Current Owner	Contact Information
965 W Western Avenue	Shaw Walker Opportunity Zone Business 1, LLC	Jon Rooks 75 W. Walton Avenue, Suite A Muskegon, Michigan 49440
920 Washington Avenue	Shaw Walker Opportunity Zone Business 2, LLC	
930 Washington Avenue	Shaw Walker Opportunity Zone Business 3, LLC	
1330 Division Street	Shaw Walker Opportunity Zone Business 4, LLC	

1.2.3 Proposed Future Ownership

The Property will remain under the same ownership following the completion of the Project with the exception of the for-sale existing residential condominium units that will be remodeled in Building #1, the for-sale new condominium units that will be developed in Building #6, and the for-sale new townhomes that will be built adjacent to Building #7 (collectively the "Sale Units"). These Sale Units will be marketed to prospective purchasers and title to the Sale Units will be transferred at closing on the Sale Units.

Except for the Sale Units whose contact information will change at the time of closing, the contact information at the Project will remain as outlined above.

1.2.4 Delinquent Taxes, Interest, and Penalties

There are no delinquent taxes, penalties, or interest related to the Property.

1.2.5 Existing and Proposed Future Zoning

The Property is zoned Industrial Improved but is subject to a Planned Unit Development that was approved for the Property in August of 2024 and allows for the outlined uses of the Property in this Plan. Zoning will remain the same following completion of the Project.

1.3 Project Justification

The Shaw Walker Mixed Use Redevelopment Project is being pursued by the Developer in accordance with and pursuant to the master development plan of the City including the

2008 Muskegon Downtown and Lakeshore Redevelopment Plan and the *2018 Imagine Muskegon Lake Plan* that envisioned the rehabilitation of the former Shaw Walker manufacturing site to support housing in the City.

At its peak, the Shaw Walker Furniture Company employed over 1,000 people and was the largest maker of furniture and filing equipment in the world. The factory created pride for the Muskegon lakeshore and everyone in the community knew someone – whether it was a family member or a friend – that worked at the factory.

Today, the former Shaw Walker Furniture Company represents the largest blight in West Michigan and one of the largest blights in the State of Michigan. Since the factory's closing in 1989, the Property has experienced decades of significant deferred maintenance and lack of upkeep that resulted in safety notices being issued against the former owner. Examples of the blighted and unsafe conditions resulting from the neglect include, but are not limited to, hundreds of thousands of square feet of warping floors, thousands of broken windows, deteriorating and open roofs, spalling and falling brick, falling parapet walls, cracking concrete, and other similar conditions.

Over the last two decades, the City has been actively working to reinvent itself into a vibrant lakeshore community. This Property is prominently located on the south side of the City and visible to all visitors of Muskegon Lake. The Property is immediately west of Shoreline Drive, at the primary southern entry to the City, and visible to everyone passing through the City on this main corridor. The Property is also visible from the main Western Avenue corridor in downtown Muskegon.

The Property has been designated by the City as a targeted area for transformational growth. This Project is the main priority for the City and important to the City's continued growth. The Project will address blight by converting 630,000 square feet of former vacant, blighted, industrial space into a lively mixed-use community in the heart of the City; and the Project will result in much needed housing units at a time when there is a significant need for these housing units.

The Project will result in the rehabilitation of 33 existing residential "for sale" condominium units, the creation of 106 new for sale units (37 new standalone townhomes and 69 new condominiums), and the creation of 432 new for rent apartments that are expected to house approximately 896 new residents. The Project will also result in the creation of over 24,583 square feet of complimenting retail space that will support another 200 perpetual long-term jobs. These jobs will range from property management, leasing and maintenance to hospitality (restaurant), professional services (day care and dog care), health and wellness (hair salon, massage and fitness studio), and retail (market, coffee shop, bookstore and more). Moreover, the Project will return the Property to a sense of a pride once again for the Muskegon lakeshore community.

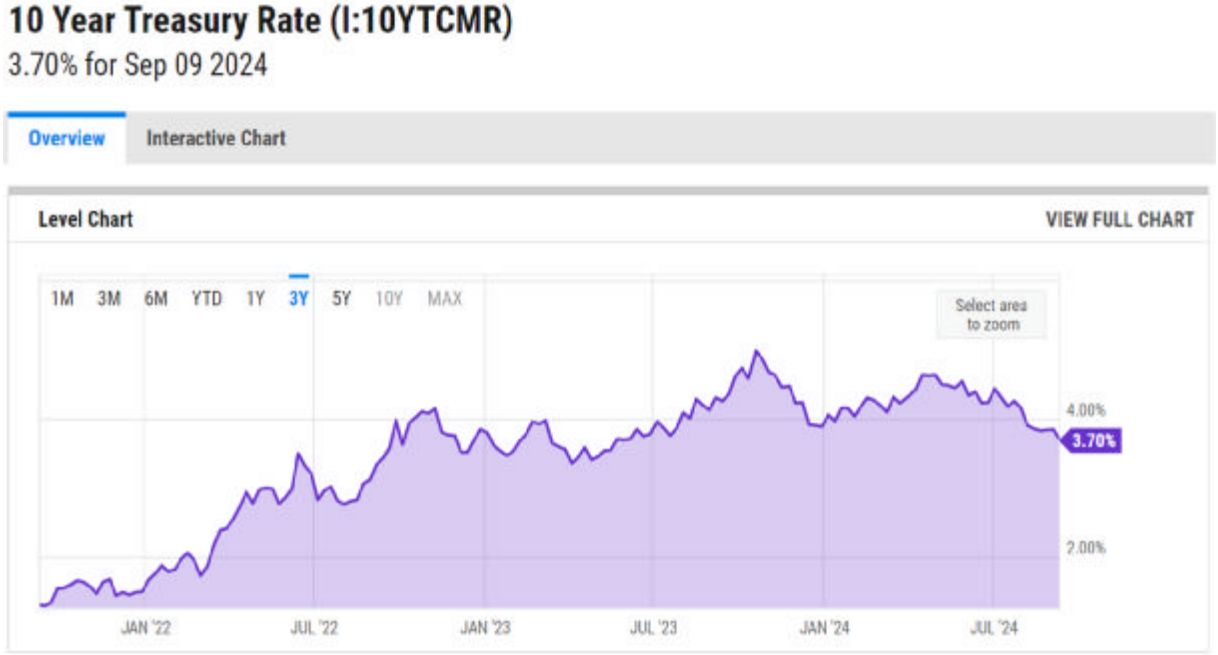
The Project is challenging due to the decades of neglect; the existing environmental conditions from the prior manufacturing operations; the high construction costs associated with the rehabilitation, financing and carry costs; and the area rents. Therefore, the Project cannot be financed without the requested incentive assistance.

The Developer is evaluating the costs of construction, materials, labor, inflationary impacts,

and noted supply chain challenges with its construction professionals. Material pricing and labor costs have increased significantly in recent years and interest rates have more than doubled, which have contributed to the Project's financing gap.

Inflation and Federal Reserve monetary policy have resulted in significantly higher interest rates for construction and permanent debt financing. The impacts of this shift have materially increased the Developer's cost of debt and contribute to the overall financing gap. Lenders frequently quote loan terms as a spread over the 10 Year U.S. Treasury Rate, which has more than doubled since January 2022, rising from 1.66% to 3.70% as of September 9, 2024 (as reflected in the below graph).

The sharp increase in interest rates have a material impact on the requirements for capitalized interest carry during construction and increase the Developer's operating costs during the Project's life cycle. Furthermore, lender spreads have widened and contribute even further to the rising cost of debt. Due to the size and scale of the Project, the Developer anticipates that lenders are going to require greater interest reserves and carrying costs during construction than the lenders would require in a lower interest rate environment.



**Source: ycharts.com*

While the cost to develop the Project has increased significantly due to increases in materials, labor and interest rates, the consumer market limits the amount of rent and sales price the Developer can charge for the available units. Approval of this Plan is necessary to offset the impact of these figures.

For commercial tenants, similar challenges exist with respect to managing rising costs while delivering complementary products and services to customers at reasonable rates. Without approval of this Plan, the Developer will not be able to offer units to commercial tenants at rental rates that will provide a sustainable cost of occupancy to those tenants.

The only way for the Project to be financially feasible is through the approval of this Plan.

Per the City's 2023 Housing Needs Assessment, overall household growth has been positive since 2010 and it is projected to remain positive through at least 2027.[1] The City has an overall housing gap of 2,924 'for rent' and 'for-sale' units, consisting of a shortage of 1,611 in rental units and 1,313 for-sale units. While gaps exist across all levels of affordability, the rental gap is heavily weighted towards units with rents of $1,430 or less, and for-sale units of $190,668 or higher.[2] The demand is further outlined below:

PSA (Muskegon) Housing Gap Estimates (2022 to 2027) – Number of Units Needed		
Housing Segment		Number of Units
Rentals	Extremely Low-Income Rental Housing (≤$536/Month Rent)	385
	Very Low-Income Rental Housing ($537-$894/Month Rent)	321
	Low-Income Rental Housing ($895-$1,430/Month Rent)	403
	Moderate-Income Rental Housing ($1,431-$2,145/Month Rent)	295
	High-Income Market-Rate Rental Housing ($2,146+/Month Rent)	207
	TOTAL UNITS	**1,611**
For-Sale	Entry-Level For-Sale Homes (≤$71,500 Price Point)	238
	Very Low-Income For-Sale Homes ($71,501-$119,167)	176
	Low-Income For-Sale Homes ($119,168-$190,667 Price Point)	164
	Moderate-Income For-Sale Homes ($190,668-$286,000 Price Point)	413
	High-Income Upscale For-Sale Housing ($286,001+ Price Point)	322
	TOTAL UNITS	**1,313**

**Source: Bowen National Research, 2023 Housing Needs Assessment, City of Muskegon, MI.*

Muskegon, Michigan Rental Housing Gap Estimates (2022-2027)					
Percent of Median Income	**≤ 30%**	**31%-50%**	**51%-80%**	**81%-120%**	**121%+**
Household Income Range	**≤ $21,450**	**$21,451-$35,750**	**$35,751-$57,200**	**$57,201-$85,800**	**$85,801+**
Monthly Rent Range	**≤ $536**	**$537-$894**	**$895-$1,430**	**$1,431-$2,145**	**$2,146+**
Household Growth	-398	-74	184	118	193
Balanced Market*	154	86	64	25	21
Replacement Housing**	147	41	15	5	2
External Market Support^	424	238	177	267	269
Step-Down Support	58	30	-5	160	-243
Less Pipeline Units	0	0	-32	-280	-35
Overall Units Needed	**385**	**321**	**403**	**295**	**207**

*Based on Bowen National Research's survey of area rentals
**Based on ESRI/ACS estimates of units lacking complete indoor plumbing or are overcrowded
^Based on Bowen National Research proprietary research and ACS migration patterns for Muskegon

**Source: Bowen National Research, 2023 Housing Needs Assessment, City of Muskegon, MI.*

[1] Housing Needs Assessment, City of Muskegon, page 10.
[2] Housing Needs Assessment, City of Muskegon, page 23.

Muskegon, Michigan For-Sale Housing Gap Estimates (2022-2027)					
Percent of Median Income	**≤ 30%**	**31%-50%**	**51%-80%**	**81%-120%**	**121%+**
Household Income Range	**≤ $21,450**	**$21,451-$35,750**	**$35,751-$57,200**	**$57,201-$85,800**	**$85,801+**
Price Point	**≤ $71,500**	**$71,501-$119,167**	**$119,168-$190,667**	**$190,668-$286,000**	**$286,001+**
Household Growth	-143	-147	-208	260	324
Balanced Market*	15	30	15	-32	-34
Replacement Housing**	28	17	10	4	3
External Market Support^	320	285	230	177	340
Step-Down Support	18	-9	117	4	-127
Less Pipeline Units	0	0	0	0	-184
Overall Units Needed	**238**	**176**	**164**	**413**	**322**

*Based on MLS inventory of available homes
**Based on ESRI/ACS estimates of units lacking complete indoor plumbing or are overcrowded
^Based on Bowen National Research proprietary research and ACS migration patterns for Muskegon

**Source: Bowen National Research, 2023 Housing Needs Assessment, City of Muskegon, MI.*

Similarly, the City's needs are supported by the County's 2023 Housing Needs Assessment, overall household growth has been positive since 2010 and it is projected to remain positive through at least 2027.[3] The County has an overall housing gap of 9,184 'for rent' and 'for-sale' units, consisting of a shortage of 3,043 in rental units and 6,141 for-sale units. While gaps exist across all levels of affordability, the rental gap is heavily weighted towards units with rents of $1,513 or less, and for-sale units of $201,868 or higher.[4] The demand is further outlined below:

Muskegon County Housing Gap Estimates (2022 to 2027) – Number of Units Needed		
	Housing Segment	**Number of Units**
Rentals	Extremely Low-Income Rental Housing (≤$567/Month Rent)	**724**
	Very Low-Income Rental Housing ($568-$946/Month Rent)	698
	Low-Income Rental Housing ($947-$1,513/Month Rent)	677
	Moderate-Income Rental Housing ($1,514-$2,271/Month Rent)	460
	High-Income Market-Rate Rental Housing ($2,272+/Month Rent)	484
	TOTAL UNITS	**3,043**
For-Sale	Extremely Low-Income For-Sale Homes (≤$75,700 Price Point)	519
	Very Low-Income For-Sale Homes ($75,701-$126,167)	239
	Low-Income For-Sale Homes ($126,168-$201,867 Price Point)	624
	Moderate-Income For-Sale Homes ($201,868-$302,800 Price Point)	**2,420**
	High-Income Upscale For-Sale Housing ($302,801+ Price Point)	2,339
	TOTAL UNITS	**6,141**

**Source: Bowen National Research, 2023 Housing Needs Assessment, City of Muskegon, MI.*

[3] Housing Needs Assessment, City of Muskegon, page 10.
[4] Housing Needs Assessment, City of Muskegon, page 23.

	Muskegon County, Michigan				
	Rental Housing Gap Estimates (2022-2027)				
Percent of Median Income	**≤ 30%**	**31%-50%**	**51%-80%**	**81%-120%**	**121%+**
Household Income Range	**≤ $22,710**	**$22,711-$37,850**	**$37,851-$60,560**	**$60,561-$90,840**	**$90,841+**
Monthly Rent Range	**≤ $567**	**$568-$946**	**$947-$1,513**	**$1,514-$2,271**	**$2,272+**
Household Growth	-1,467	-493	202	503	1,009
Balanced Market*	313	202	181	85	51
Replacement Housing**	476	153	69	22	6
External Market Support^	390	251	225	146	88
Severe Cost Burdened	899	450	150	0	0
Step-Down Support	113	135	55	159	-462
Less Pipeline Units	0	0	-205	-455	-208
Overall Units Needed	**724**	**698**	**677**	**460**	**484**

*Based on Bowen National Research's survey of area rentals
**Based on ESRI/ACS estimates of units lacking complete indoor plumbing or are overcrowded
^Based on Bowen National Research proprietary research and ACS migration patterns for Muskegon County

	Muskegon County, Michigan				
	For-Sale Housing Gap Estimates (2022-2027)				
Percent of Median Income	**≤ 30%**	**31%-50%**	**51%-80%**	**81%-120%**	**121%+**
Household Income Range	**≤ $22,710**	**$22,711-$37,850**	**$37,851-$60,560**	**$60,561-$90,840**	**$90,841+**
Price Point	**≤ $75,700**	**$75,701-$126,167**	**$126,168-$201,867**	**$201,868-$302,800**	**$302,801+**
Household Growth	-944	-887	-1,033	410	2,918
Balanced Market*	135	191	247	282	376
Replacement Housing**	131	90	65	35	24
External Market Support^	335	460	666	714	959
Severe Cost Burdened	810	405	135	0	0
Step-Down Support	52	-20	544	1,135	-1,711
Less Pipeline Units	0	0	0	-156	-227
Overall Units Needed	**519**	**239**	**624**	**2,420**	**2,339**

*Based on MLS inventory of available homes
**Based on ESRI/ACS estimates of units lacking complete indoor plumbing or are overcrowded
^Based on Bowen National Research proprietary research and ACS migration patterns for Muskegon County

This Project meets the critical need by providing 538 new residential rental and for-sale units to the City.

1.4 Historical Use and Previous Ownership of Each Eligible Property

1.4.1 Historical Use

Details on the known historical uses of the Property are described below, based upon a review of Sanborn Fire Insurance Maps by the Developer's consultant:

965 W. Western Ave

Year	Site	Adjoining and Surrounding Properties
1883	The 1883 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Walworth Reed & Company Planing Mill. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Swan, White & Smith sawmill South: Beyond the range of the map East: T Miller foundry & machine shop, vacant West: Walworth & Reed lumber yard
1887	The 1887 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Muskegon Curtain Roll. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Torrant & McLaughlin sawmill South: Beyond the range of the map East: P Hayden Saddlery and Hardware, vacant West: Muskegon Curtain Roll
1911	The 1911 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted with residential dwellings in the northern portion, and Muskegon Traction & Lighting in the southern portion. One of the buildings in the southern portion is labeled as repair shop and paint shop. Parcel 2 is occupied by Muskegon Knitting Mills in the northern portion. Parcel 3 and the southern portion of Parcel 2 are depicted with residential dwellings. Parcel 4 is depicted with a GR&I railroad turntable in the northern portion, and a residential dwelling in the southern portion.	North: Lumber sheds South: Residential East: Eagle Iron Works West: Muskegon Brewing bottling works, residential dwellings

Year	Site	Adjoining and Surrounding Properties
1950	The 1950 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted City Yards in the southern portion, and Muskegon Paper Box and Shaw Walker in the northern portion. A gasoline tank and pump house are depicted in the central portion of Parcel 1. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is depicted with an office, junk area, warehouse, and metal cutting area in the northeast portion.	North: Lumber sheds South: Residential, leather shop, auto sales & service East: Filling station, Paul M Wiener foundry, residential West: Motor freight station, vacant, filling station on southwest adjoining
1982	The 1982 map Parcel 1 with Shaw Walker warehouses. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is primarily vacant, with a garage building in the northwest portion.	North: Parking, vacant building South: Residential, leather shop, welding shop East: Industrial, residential West: Residential, vacant

920 Washington Ave

Year	Site	Adjoining and Surrounding Properties
1883	The 1883 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Walworth Reed & Company Planing Mill. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Swan, White & Smith sawmill South: Beyond the range of the map East: T Miller foundry & machine shop, vacant West: Walworth & Reed lumber yard
1887	The 1887 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Muskegon Curtain Roll. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Torrant & McLaughlin sawmill South: Beyond the range of the map East: P Hayden Saddlery and Hardware, vacant West: Muskegon Curtain Roll
1911	The 1911 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted with residential dwellings in the northern portion, and Muskegon Traction & Lighting in the southern portion. One of the buildings in the southern portion is labeled as repair shop and paint shop. Parcel 2 is occupied by Muskegon Knitting Mills in the northern portion. Parcel 3 and the southern portion of Parcel 2 are depicted with residential dwellings. Parcel 4 is depicted with a GR&I railroad turntable in the northern portion, and a residential dwelling in the southern portion.	North: Lumber sheds South: Residential East: Eagle Iron Works West: Muskegon Brewing bottling works, residential dwellings

Year	Site	Adjoining and Surrounding Properties
1950	The 1950 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted City Yards in the southern portion, and Muskegon Paper Box and Shaw Walker in the northern portion. A gasoline tank and pump house are depicted in the central portion of Parcel 1. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is depicted with an office, junk area, warehouse, and metal cutting area in the northeast portion.	North: Lumber sheds South: Residential, leather shop, auto sales & service East: Filling station, Paul M Wiener foundry, residential West: Motor freight station, vacant, filling station on southwest adjoining
1982	The 1982 map Parcel 1 with Shaw Walker warehouses. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is primarily vacant, with a garage building in the northwest portion.	North: Parking, vacant building South: Residential, leather shop, welding shop East: Industrial, residential West: Residential, vacant

930 Washington Avenue

Year	Site	Adjoining and Surrounding Properties
1883	The 1883 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Walworth Reed & Company Planing Mill. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Swan, White & Smith sawmill South: Beyond the range of the map East: T Miller foundry & machine shop, vacant West: Walworth & Reed lumber yard
1887	The 1887 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Muskegon Curtain Roll. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Torrant & McLaughlin sawmill South: Beyond the range of the map East: P Hayden Saddlery and Hardware, vacant West: Muskegon Curtain Roll
1911	The 1911 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted with residential dwellings in the northern portion, and Muskegon Traction & Lighting in the southern portion. One of the buildings in the southern portion is labeled as repair shop and paint shop. Parcel 2 is occupied by Muskegon Knitting Mills in the northern portion. Parcel 3 and the southern portion of Parcel 2 are depicted with residential dwellings. Parcel 4 is depicted with a GR&I railroad turntable in the northern portion, and a residential dwelling in the southern portion.	North: Lumber sheds South: Residential East: Eagle Iron Works West: Muskegon Brewing bottling works, residential dwellings

Year	Site	Adjoining and Surrounding Properties
1950	The 1950 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted City Yards in the southern portion, and Muskegon Paper Box and Shaw Walker in the northern portion. A gasoline tank and pump house are depicted in the central portion of Parcel 1. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is depicted with an office, junk area, warehouse, and metal cutting area in the northeast portion.	North: Lumber sheds South: Residential, leather shop, auto sales & service East: Filling station, Paul M Wiener foundry, residential West: Motor freight station, vacant, filling station on southwest adjoining
1982	The 1982 map Parcel 1 with Shaw Walker warehouses. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is primarily vacant, with a garage building in the northwest portion.	North: Parking, vacant building South: Residential, leather shop, welding shop East: Industrial, residential West: Residential, vacant

1330 Division Avenue

Year	Site	Adjoining and Surrounding Properties
1883	The 1883 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Walworth Reed & Company Planing Mill. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Swan, White & Smith sawmill South: Beyond the range of the map East: T Miller foundry & machine shop, vacant West: Walworth & Reed lumber yard
1887	The 1887 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 and Parcel 2 are depicted as occupied by Muskegon Curtain Roll. The northern portion of Parcel 1, southern portion of Parcel 2, and northern portion of Parcel 3 are depicted with residential dwellings. The southern portion of Parcel 2 and Parcel 3 is beyond the range of the map. Parcel 4 is depicted as vacant.	North: Torrant & McLaughlin sawmill South: Beyond the range of the map East: P Hayden Saddlery and Hardware, vacant West: Muskegon Curtain Roll
1911	The 1911 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted with residential dwellings in the northern portion, and Muskegon Traction & Lighting in the southern portion. One of the buildings in the southern portion is labeled as repair shop and paint shop. Parcel 2 is occupied by Muskegon Knitting Mills in the northern portion. Parcel 3 and the southern portion of Parcel 2 are depicted with residential dwellings. Parcel 4 is depicted with a GR&I railroad turntable in the northern portion, and a residential dwelling in the southern portion.	North: Lumber sheds South: Residential East: Eagle Iron Works West: Muskegon Brewing bottling works, residential dwellings
1950	The 1950 map depicts a railroad siding crossing Parcel 1 and Parcel 2. Parcel 1 is depicted City Yards in the southern portion, and Muskegon Paper Box and Shaw Walker in the northern portion. A gasoline tank and pump house are depicted in the central portion of Parcel 1. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is depicted with an office, junk area, warehouse, and metal cutting area in the northeast portion.	North: Lumber sheds South: Residential, leather shop, auto sales & service East: Filling station, Paul M Wiener foundry, residential West: Motor freight station, vacant, filling station on southwest adjoining
1982	The 1982 map Parcel 1 with Shaw Walker warehouses. Parcel 2 is occupied by additional Shaw Walker buildings, with depicted uses including varnish dipping, lacquer spray booths, enamel dipping, machine shop, engine room, and warehouse. Parcel 3 is depicted with an oil house and transformer in the northern portion, and parking in the southern portion. Parcel 4 is primarily vacant, with a garage building in the northwest portion.	North: Parking, vacant building South: Residential, leather shop, welding shop East: Industrial, residential West: Residential, vacant

1.4.2 Previous Ownership

According to property tax records, prior ownership of the Property is as follows:

965 W. Western Avenue (Parcel No. 24-205-468-0001-10)
920 Washington Avenue (Parcel No. 24-205-467-0001-00)
930 Washington Avenue (Parcel No. - Numerous – See Figure 2)
1330 Division Avenue (Parcel No. 24-205-466-0001-00)

The Property was occupied by a lumber planing mill and residential dwellings based on the 1883 Sanborn Map. Subsequently the Property was occupied by a curtain roll manufacturer and Muskegon Traction and Light, which was an electric rail line that supplied electricity for streetlights. Between approximately 1911 and 1990, the Property was occupied by Shaw Walker, an office furniture manufacturer.

The Property was subsequently acquired by Knoll North America, Inc. and deeded to Lakeview Industrial Center Inc., which sold the property to Mellowood Development Co. in 1998 via warranty deed. The property was then sold to P&G Holdings LLC in November 2001. P&G lost the property to foreclosure, which resulted in the Property being transferred to IGCFCO III, LLC in December 2021. IGCFCO III, LLC sold the Property to the Developer in December 2022.

1.5 Current Use of Each Eligible Property

Building #1

Building #1 consists of an existing, five-story, mixed-use building that was completed by the previous developer in the early 2000's. The building contains a total of 84,500 SF, including a first-floor retail (coffee shop) space totaling 2,318 SF; a first-floor vacant former office space - that will be converted to retail space - totaling 2,160 SF; and 53 residential condominium units totaling 55,346 SF.

Building #2

Building #2 consists of an existing, single-story, commercial building that was operated as the Watermark 920 Event and Conference Center until its closure during the COVID-19 pandemic. Building #2 is currently vacant and contains a total of 13,970 SF.

Building #3

The existing 270,785 SF five-story former manufacturing building is vacant.

Building #4

The existing 57,792 SF four-story former manufacturing building is vacant.

Building #5

The existing 71,787 SF five-story former manufacturing building is vacant.

Building #6

The existing 119,081 SF five-story former manufacturing building is vacant.

Building #7

Building #7 consists of an existing, high bay, single-story, steel building (1977 vintage) containing a total of 85,000 SF. It is currently being used for storage until commencement of construction. The balance of the site is vacant land that was used for parking.

1.6 Site Conditions and Known Environmental Contamination Summary

Several environmental investigations have been completed at the Property. A Phase I Environmental Site Assessment (ESA) was performed on the Property by Environmental Resources Group on December 27, 2022 on behalf of the Developer.

The parcels listed below meet the definition of a "facility" pursuant to Part 201 of Michigan's Natural Resources and Environmental Protections Act because metals, volatile organic compounds (VOCs), and/or semi-volatile organic compounds (SVOCs) were detected in the soil and/or groundwater at concentrations above EGLE's Nonresidential Drinking Water Protection Criteria (NRDWC), Groundwater Surface Water Interface Protection Criteria (GSIC), and/or Direct Contact Criteria (DCC).

- 965 W. Western Avenue (Parcel No. 24-205-468-0001-10)
- 920 Washington Avenue (Parcel No. 24-205-467-0001-00)
- 930 Washington Avenue (Parcel No. Numerous – See Figure 2)
- 1330 Division Avenue (Parcel No. 24-205-466-0001-00)

Location of sampling on the Property and details of the exceedances are shown on Figures 4 and 5.

1.7 Functionally Obsolete, Blighted and/or Historic Conditions

The Property has long been viewed as the largest sign of blight in the City of Muskegon and the former owner received several violation notices for broken windows and unsafe conditions that had the potential for negatively impacting passing pedestrians. While not designated historic, the age of the Property and historical use have a long-storied history to the City of Muskegon. However, the Property is not qualifying as functionally obsolete, blighted, or historic for purposes of this TBP.

1.8 Transit-Oriented Development or Transit-Oriented Property Qualification

Not applicable.

1.9 Information Required by Section 15(12) of the Statute and not addressed elsewhere in this document

1.9.1 Describe how each individual eligible activity included in the Combined Plan is

sufficient to complete the eligible activity.

The department specific activities included in this Plan include those costs necessary to continue to determine the existence, nature, and extent of contamination on the Property.

The scope of construction activities included in this Plan are based on a thorough assessment of the structure, mechanical systems, roofing, flooring systems, and supporting infrastructure that must be built to redevelop the Property pursuant to the building plans and all relevant building codes and zoning ordinances and approvals.

1.9.2 Describe how each individual eligible activity included in the Combined Plan is required to complete the eligible activity.

The Property requires department specific activities and construction activities to be completed in order to properly redevelop the site for the proposed use. The Property cannot be developed without these activities.

1.9.3 Is the eligible property in a high unemployment area?

According to the Michigan Department of Technology, Management & Budget, for November 2024, the unadjusted unemployment rate was 8.8% for the City of Muskegon. This compares to 4.8% for the State of Michigan and 4.0% nationally for the same period.

1.9.4 What is the level and extent of contamination alleviated by or in connection with the eligible activities?

Soil and groundwater contamination in concentrations exceeding EGLE's NRDWC, GSIC, and DCC associated with historical use are present throughout the Property. Site investigations conducted by the Developer are included in the scope of Eligible Activities under this Plan.

Additional response activities and due care activities will be undertaken to remediate this contamination and alleviate potential future exposure to contamination, but the costs of such activities are not included in this Plan.

1.9.5 If the developer or projected occupant of the new development is moving from another location in this state, will the move create a Brownfield?

The Project is being developed to provide new housing and commercial retail space by repurposing a mainly vacant former manufacturing facility in the City of Muskegon. It is not anticipated to create a new brownfield site.

1.9.6 What other state and/or local incentives (including amounts) are anticipated to directly or indirectly benefit this project? If tax abatements are applicable, please include the approval date or anticipated approval date for each abatement in addition to the approximate value.

The Developer was approved for or in the process of applying for the following:

- The Developer was approved by the City for the Neighborhood Enterprise Zone (PA 147 of 1992) abatements for the various residential rental aspects of the Project for the maximum 15-year period, which is anticipated to provide a $27,406,997 savings value to the Developer. Approval for the abatements were completed by the City of Muskegon in fall 2024 with approval by Treasury expected in February 2025.
- The Developer was approved by the City for the Obsolete Property Rehabilitation Act (PA 146 of 2000) abatements for the various commercial space aspects of the Project for the maximum 12-year period, which is anticipated to provide a $1,298,166 savings value to the Developer. The abatements were approved by the City of Muskegon in summer 2024 and Treasury in December 2024.
- The Developer received a 2024 Enhancement Grant of $18,000,000 from the State of Michigan that was approved in 2023.
- The Developer received a 2024 EGLE grant of $1,000,000 that was approved from the State of Michigan in 2024.
- The Developer received a 2024 EGLE loan of $1,000,000 that was approved in 2023.
- The Developer received a 2024 State Land Bank Blight Elimination Grant of $2,570,000 that was approved in 2024.
- The Developer is seeking an additional State Land Bank Blight Elimination Grant of $2,400,000 that is expected to be approved in spring 2025.
- The Developer is seeking approval of an additional Enhancement Grant from the State of Michigan of $5,000,000 that would be approved in spring 2025.

2.0 Information Required by Section 13c of the Statute

2.1 Basis for Designating the Plan as a TBP Under Section 2(vv)

Muskegon Population	Investment Requirement	Project Investment
38,318	$25 million	$221.3 million

The population of the City was reported to be 38,318 as of April 1, 2020 by the U.S. Census Bureau. The minimum capital investment for a TBP with a population of at least 25,000 and not more than 49,999 is $25 million. The Project is expected to result in over $221.3 million in capital investment, which far exceeds the minimum investment requirement.

The transformational impacts of the Project are described in detail in this Plan (see Section 4, especially). This Project will have a transformational impact on local economic development, blight elimination, and community revitalization based on the extent of brownfield redevelopment and support for growth in population, commercial activity, and employment that is anticipated to result from the plan; and that determination is supported by resolutions and approvals adopted by the MSF, the City, and the Muskegon Brownfield Authority (MBRA).

2.2 Summary Description of the Costs of the TBP Intended to be Paid for with Construction Period Tax Capture Revenues, Withholding Tax Capture Revenues, Income Tax Capture Revenues, and Sales and Use Tax Capture Revenues

The Project includes environmental assessment and BEA department specific activities, demolition and abatement, new construction, and rehabilitation activities. These Eligible Activities will be reimbursed with construction period tax capture revenues, withholding tax capture revenues, income tax capture revenues, and sales and use tax capture revenues without distinction.

EGLE Eligible Activities	Eligible Cost Estimate
Department Specific Activities	$225,000
TOTAL EGLE ELIGIBLE ACTIVITIES	$225,000
MSF Eligible Activities	Eligible Cost Estimate
Demolition and Abatement	$4,758,100
Rehabilitation	$143,595,767
Townhouse New Construction	$11,100,000
Site and Amenities New Construction	$8,823,413
TOTAL MSF ELIGIBLE ACTIVITIES	$168,277,280
TOTAL ELIGIBLE ACTIVITIES	$168,502,280
Total Reimbursable Eligible Costs*	$159,598,389

*Total Reimbursable Eligible Costs are less than Total Project Eligible Activity Costs due to limitations on TIR capture. This amount equals the estimated total amount of capture (see Sec. 2.3 below).

The Developer requests reimbursement for Eligible Activities completed pursuant to this Plan as identified in the chart above. Reimbursement for Eligible Activities is anticipated to be captured from Tax Increment Revenue (TIR) generated by the Project and captured by the MBRA and transmitted by the MSF or the State Treasurer pursuant to Act 381 or other applicable Michigan Law.

The MBRA, the MSF, Treasury, and the Developer anticipate entering into a Development and Reimbursement Agreement following the approval of this Plan (the "Reimbursement Agreement"). The Reimbursement Agreement will establish the terms of reimbursement for Eligible Activities in accordance with Act 381 and this Plan.

In addition to the available TIR, Developer desires to avail itself of the sales and use tax exemptions available for redevelopment of Eligible Properties included in this Plan, as identified in 1933 PA 167, as amended, MCL 205.54d and 1937 PA 94, as amended, MCL 205.91-205.111.

In no event shall the duration of this Plan exceed 35 years following the date of the governing body's resolution approving this Plan; nor shall the duration of the property tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years; nor shall the duration of capture of withholding tax capture revenues and income tax capture revenues exceed the lesser of the period authorized under subsection (8) of Section 13c of Act 381 or 20 years from the beginning date of withholding tax capture revenues and income tax captures revenues for eligible property. Subject to the preceding

sentence, capture and plan length is also contingent on MSF approval. In no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body's resolution approving this Plan or such other date authorized by Act 381.

2.3 An Estimate of the Amount of Construction Period Tax Capture Revenues, Withholding Tax Capture Revenues, Income Tax Capture Revenues, and Sales and Use Tax Capture Revenues Expected to be Generated Annually

The estimated revenues for each individual tax capture are depicted in Table 11. All the captured revenue will be used to reimburse the Developer for eligible costs, as defined by Act 381. The Developer is electing the use of the safe harbor method to calculate the withholding tax capture revenue and income tax revenue as described in MCL 125.2652(y) and (zz). Safe harbor projections and calculations are included in Table 2. The Developer is seeking capture of 100% of Income Tax Capture revenues pursuant to MCL 125.2664a(7)(b) as it will enter into one or more affordable housing agreements with the City.

The table below summarizes the total recapture of Construction Period Taxes, Withholding Tax Capture, and Income Tax Capture.

The residential income figures included in the table above are based on the assumption of the following average household income and 1.57 average wage earners per household:

- New Condos - $163,114
- Existing Condos – Rehab - $110,282
- Townhomes - $137,762
- Market Rate Apartments - $100,100
- Affordable Apartments - $55,680

(Source: US Census Bureau 2022 Inflation Adjusted Table S1901 and MSHDA AMI Schedule)

Shaw Walker TBP
Muskegon, Michigan
Total Project Capture Summary

Year	Constr. Sales/Use Tax Exemption	Constr. PIT Capture	Residential Income Tax Capture	Commercial Withholding Capture	Incr. Property Tax Capture - SCHOOL	Incr. Property Tax Capture - LOCAL	Sales Tax Capture	Total TBP Benefit
2024	$0	$0	$0	$0	$0	$0	$0	$0
2025	$0	$0	$0	$0	$0	$0	$0	$0
2026	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2027	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2028	$1,637,135	$1,270,691	$1,870,361	$286,078	$0	$0	$225,000	$5,289,265
2029	$0	$0	$2,193,934	$355,309	$0	$0	$278,100	$2,827,343
2030	$0	$0	$2,537,865	$388,175	$33,691	$82,256	$302,357	$3,344,344
2031	$0	$0	$2,626,690	$401,761	$34,426	$83,914	$311,427	$3,458,219
2032	$0	$0	$2,718,625	$415,823	$61,285	$85,307	$320,770	$3,601,809
2033	$0	$0	$2,813,776	$430,377	$62,630	$87,025	$330,393	$3,724,201
2034	$0	$0	$2,912,259	$445,440	$64,003	$88,777	$340,305	$3,850,783
2035	$0	$0	$3,014,188	$461,030	$65,403	$90,565	$350,514	$3,981,699
2036	$0	$0	$3,119,684	$477,166	$66,830	$92,388	$361,029	$4,117,099
2037	$0	$0	$3,228,873	$493,867	$68,287	$94,248	$371,860	$4,257,135
2038	$0	$0	$3,341,884	$511,153	$69,772	$176,941	$383,016	$4,482,766
2039	$0	$0	$3,458,850	$529,043	$1,054,332	$1,414,967	$394,507	$6,851,698
2040	$0	$0	$3,579,909	$547,559	$1,106,318	$1,783,639	$406,342	$7,423,768
2041	$0	$0	$3,705,206	$566,724	$1,270,790	$2,136,899	$418,532	$8,098,151
2042	$0	$0	$3,834,888	$586,559	$1,298,332	$2,329,763	$431,088	$8,480,631
2043	$0	$0	$3,969,109	$607,089	$1,326,031	$2,415,527	$444,021	$8,761,778
2044	$0	$0	$4,108,028	$628,337	$1,353,874	$2,482,235	$457,341	$9,029,815
2045	$0	$0	$4,251,809	$650,329	$1,381,855	$2,533,124	$471,062	$9,288,179
2046	$0	$0	$4,400,623	$673,090	$1,410,396	$2,585,032	$485,193	$9,554,334
2047	$0	$0	$290,384	$44,415	$1,439,508	$2,637,977	$31,862	$4,444,146
2048	$0	$0	$0	$0	$1,469,202	$2,691,981	$0	$4,161,183
2049	$0	$0	$0	$0	$1,499,489	$2,747,066	$0	$4,246,555
2050	$0	$0	$0	$0	$1,530,383	$2,803,252	$0	$4,333,635
2051	$0	$0	$0	$0	$1,561,895	$2,860,562	$0	$4,422,456
2052	$0	$0	$0	$0	$1,594,036	$2,919,018	$0	$4,513,054
2053	$0	$0	$0	$0	$1,626,821	$2,978,643	$0	$4,605,464
2054	$0	$0	$0	$0	$1,660,261	$3,039,461	$0	$4,699,722
2055	$0	$0	$0	$0	$2,023,088	$3,101,495	$0	$5,124,583
2056	$0	$0	$0	$0	$1,108,909	$1,700,012	$0	$2,808,921
TOTAL (30 Yrs)	$4,911,404	$3,812,074	$61,976,945	$9,499,324	$26,241,847	$46,042,075	$7,114,720	$159,598,389

2.4 Beginning Date and Duration of Capture of Construction Period Tax Capture Revenues, Withholding Tax Capture Revenues, Income Tax Capture Revenues, and Sales and Use Tax Capture Revenues

The beginning date and duration of each revenue stream are depicted in Tables 1-6 and are shown in the table above. The capture and use of construction period tax capture revenue will coincide with the start of construction activities on each building in the Project, which is anticipated to commence in March 2025 based upon the current project schedule. Income tax capture is anticipated to commence upon project stabilization in 2028. The beginning date and duration of the use of tax increment revenue, withholding tax capture revenue, and income tax capture revenue for the Project is planned to remain in accordance with the tables provided as Tables 1-6. The beginning date of capture for construction period capture will be tax year 2024, unless changed by the MBRA. The beginning date of withholding tax capture, income tax capture, and sales and use tax capture revenues will be tax year 2028, unless changed by the MBRA. The Plan length will be the shorter of the number of years required for reimbursement of eligible activity costs or 30 years from the date of the approval of the Plan by the MSF. In no circumstances may non-property tax increment revenues extend beyond 20 years from the beginning date of capture for each Property. It is important to note that the various recapture streams will inherently commence in staggered intervals depending upon the source of recapture. The timing of these recapture streams is reflected in the table in the preceding section.

Pursuant to MSF guidelines for TBP, the Developer shall begin construction under the Plan within one year of MSF approval of the Plan. Construction under this Plan is expected to begin within one year of MSF Plan approval. The actual timeline to complete the eligible activities described in this Plan shall be governed by the terms of the Reimbursement Agreement.

3.0 Information Required by Section 14a of the Statute

3.1 How will the TBP have a Transformational Impact on Economic Development and Community Revitalization?

The Shaw Walker Mixed Use Redevelopment Project is being pursued by the Developer in accordance with and pursuant to the master development plan of the City including the *2008 Muskegon Downtown and Lakeshore Redevelopment Plan* and the *2018 Imagine Muskegon Lake Plan* that envisioned the rehabilitation of the former Shaw Walker manufacturing site to support housing in the City.

The former Shaw Walker Furniture Factory complex represents the largest blight in West Michigan and one of the largest blights in the State of Michigan. Since the factory's closing in 1989, the Property has experienced decades of significant deferred maintenance and lack of upkeep that resulted in safety notices being issued against the former owner. Examples of the blighted and unsafe conditions resulting from the neglect include, but are not limited to, hundreds of thousands of square feet of warped floors, thousands of broken windows, deteriorating and open roofs, spalling and falling brick, falling parapet walls, cracking concrete, and other similar conditions.

Over the last two decades, the City has been actively working to reinvent itself into a vibrant

lakeshore community. This Property is prominently located on the south side of the City and visible to all visitors of Muskegon Lake. The Property is immediately west of Shoreline Drive, at the primary southern entry to the City, and visible to everyone passing through the City on this main corridor. The Property is also visible from the main Western Avenue corridor in downtown Muskegon.

The Property has been designated by the City as a targeted area for transformational growth. This Project is the main priority for the City and important to the City's continued growth. The Project will address blight by converting 630,000 square feet of former vacant, blighted, industrial space into a lively mixed-use community in the heart of the City; and the Project will result in much needed housing units at a time when there is a significant need for these housing units.

The Project will result in the rehabilitation of 33 existing residential "for sale" condominium units, the creation of 106 new for sale units (37 new standalone townhomes and 69 new condominiums), and the creation of 432 new for rent apartments that will house an estimated 896 new residents. The Project will provide needed rental and for-sale housing to the City. See Section 1.3 above for more information from the City's Housing Study regarding housing demand.

The Project will also result in the creation of over 24,583 square feet of complimenting retail space that will support another 200 perpetual long-term jobs. These jobs will range from property management, leasing and maintenance to hospitality (restaurant), professional services (day care and dog care), health and wellness (hair salon, massage and fitness studio), and retail (market, coffee shop, bookstore and more). Moreover, the Project will return the Property to a sense of a pride once again for the Muskegon lakeshore community.

The Developer experienced firsthand the impact of this Property on Muskegon's transformation when it was developing the nearby Terrace Point Landing housing community. Out of town, potential buyers declined to move forward citing the condition of this building in the heart of the downtown leading to the belief that Muskegon was underdeveloped. The City believes this project is vital to the continued growth of Muskegon.

While many of the perceived benefits of the Project are intangible, including rehabilitation of an existing blighted eyesore, the construction of the Project will also provide significant benefits to the local economy. Direct economic benefits of the Project will include capital investment, job creation, and increased tax revenues for the City, Muskegon County, and the State of Michigan, and indirect economic benefits such as ancillary community spending and the continued growth and expansion of the community. An Economic Impact Study completed by Grand Valley State University estimated the Project would generate tens of millions of dollars of annual economic output and $1.5 billion in economic activity over the next 50 years.[5]

3.2 Whether the TBP Meets the Requirements of Sections 13, 13B, and 13C

The Plan addresses the requirements of a Brownfield Plan (Sections 13, 13B and 13C of Act 381). The Plan identifies the Eligible Properties and the basis of eligibility, TIR, and the effect

[5] Economic Impact Study commissioned by Parkland and completed by Grand Valley State University in July 2024.

on the local taxing jurisdictions, provides proposed beginning and end dates for TIR capture, and otherwise complies with Act 381.

3.3 How were the Eligible Activity Costs determined to be Reasonable and Necessary?

The Project was designed by Ghafari Architecture with consultation from Barr Engineering (environmental), JDH Engineering (structural), Holland Engineering (civil), and E3M Solutions (mechanical, electrical and plumbing engineering). These firms specialize in large construction projects and have worked on many of the largest and most complicated projects in West Michigan. The Developer and architect also had input from AMHigley (general contractor and construction manager) and The Concord Group (construction owner's representative) on the proposed design and constructability.

The Project design has undergone multiple iterations since the initial conceptual drawings prepared by the Developer. These iterations address the conditions of the building, issues with constructability, and adoption of changes that resulted in cost savings through redesigns and value engineering of the Project.

The costs for the eligible activities are based on reasonable cost estimates obtained through experience and on pre-construction estimates in consultation with the above professionals. The costs are necessary because construction cannot be completed without them.

Project financial underwriting and assumptions were provided to MSF and the MBRA.

3.4 How were Captured Taxable Value, Construction Period Tax Capture Revenue, Withholding Tax Capture Revenue, and Income Tax Capture Revenue Amounts determined to be Reasonable?

The captured taxable value, construction period tax capture revenue, withholding tax capture revenue, and income tax capture revenue amounts were determined by using comparisons from similar developments for taxable value; contractor estimates for construction period tax capture; and projected salaries for employees' and residents' income for withholding and income tax revenues consistent with the proposed scope of the development and its intended uses.

Prior to approval, Section 14a(3)(d) of Act 381 requires the governing body to consider "[w]hether the amount of captured taxable value, construction period TIR, withholding TIR, and income TIR estimated to result from adoption of the TBP are reasonable." The governing body's approving resolution identifies the criterion it has considered and constitutes evidence of its evaluation and approval of the reasonableness of the captured taxable value, construction period TIR, withholding TIR and income TIR estimated under this Plan.

3.5 Whether Subject to Subsection (22)(D), the TBP Includes Provisions for Affordable Housing

The Developer and the City are entering into an Affordable Housing Agreement that will provide for delivery of an annual average of twenty (20) units for income qualified households earning 100% area median income or less for a period of twenty (20) years. Accordingly, the Developer is seeking capture of 100% of Income Tax Capture revenues pursuant to MCL 125.2664a(7)(b).

4.0 Information Required by Section 14a(3)(e) of the Statute

For the governing body to determine if this Plan constitutes a public purpose, Section 14a(3)(e) requires it to consider whether the Plan "takes into account the criteria described in section 90b (4) of the Michigan Strategic Fund Act, 1984 PA 270, MCL 125.2090b." As described below, this Plan aligns with the criteria included within the Michigan Strategic Fund Act. The Project is planned to promote a transformational impact in the community and to encourage additional growth and investment in the surrounding area.

4.1 The importance of the project to the community in which it is located

The Shaw Walker Mixed Use Redevelopment Project is being pursued by the Developer in accordance with and pursuant to the master development plan of the City including the *2008 Muskegon Downtown and Lakeshore Redevelopment Plan* and the *2018 Imagine Muskegon Lake Plan* that envisioned the rehabilitation of the former Shaw Walker manufacturing site to support housing in the City.

The former Shaw Walker Furniture Factory complex represents the largest blight in West Michigan and one of the largest blights in the State of Michigan. Since the factory's closing in 1989, the Property has experienced decades of significant deferred maintenance and lack of upkeep that resulted in safety notices being issued against the former owner. Examples of the blighted and unsafe conditions resulting from the neglect include, but are not limited to, hundreds of thousands of square feet of warping floors, thousands of broken windows, deteriorating and open roofs, spalling and falling brick, falling parapet walls, cracking concrete, and other similar conditions.

Over the last two decades, the City has been actively working to reinvent itself into a vibrant lakeshore community. This Property is prominently located on the south side of the City and visible to all visitors of Muskegon Lake. The Property is immediately west of Shoreline Drive, at the primary southern entry to the City, and visible to everyone passing through the City on this main corridor. The Property is also visible from the main Western Avenue corridor in downtown Muskegon.

The Property has been designated by the City as a targeted area for transformational growth. This Project is the main priority for the City and important to the City's continued growth. The Project will address blight by converting 630,000 square feet of former vacant, blighted, industrial space into a lively mixed-use community in the heart of the City; and the Project will result in much needed housing units at a time when there is a significant need for these housing units.

The Project will eliminate blight, provide new housing options in the City, create jobs and service-oriented businesses to serve the community, and enhance public health and safety.

4.2 If the project will act as a catalyst for additional revitalization of the community in which it is located

The Project will eliminate the largest sign of blight in the City and fully reactivate and repurpose this former furniture manufacturing facility into a lively mixed-use community at the gateway to downtown Muskegon. The Project will have a significant positive impact on the City's economy, tax base, and support population growth in the region.

Reactivation of the Property will enhance the City's housing options and highlight all that Muskegon has to offer with prime location adjacent to Muskegon Lake with easy access to Lake Michigan. The Project will create new commercial retail and residential rental and for-sale units that will contribute to the overall region, while also creating 200 new FTE jobs, 600 temporary construction jobs, and generating opportunities for people who live and work in the community.

The existing building has stood mainly vacant for decades and reactivation of the Property at a prominent corner at the southern entryway to the downtown will serve as a catalyst for future investment in the area by drawing a wide range of interest in the region. The City is already experiencing a growing interest in development in this corner of the downtown since announcement of the Project. The Project will not only benefit the City, but also the entire State of Michigan and Muskegon County with long-term increased tax revenues.

4.3 The amount of local community and financial support for the project

The Developer is seeking support for the Project under this Plan. TIR contributions from the Project are summarized in Tables 1-6. The Developer was approved for the following by the City of Muskegon:

- Neighborhood Enterprise Zone (PA 147 of 1992) abatements for the various residential rental aspects of the Project for the maximum 15-year period, which is anticipated to provide a $27,406,997 savings value to the Developer.
- Neighborhood Enterprise Zone abatements were also approved for the for-sale residential portions of the Project but the benefit will be derived by the owners of the units.
- Obsolete Property Rehabilitation Act (PA 146 of 2000) abatements for the various commercial space aspects of the Project for the maximum 12-year period, which is anticipated to provide a $1,298,166 savings value to the Developer.

4.4 The applicant's financial need for a community revitalization incentive

MSF will not support financial assistance from the Community Revitalization Program for TBP projects.

4.5 The extent of reuse of vacant buildings, reuse of historic resources, and the redevelopment of blighted property

The Property is made up of 7-buildings that were formerly operated by the Shaw Walker Furniture Company. The Project will revitalize, reuse, and repurpose these existing (mainly vacant) former furniture manufacturing facilities into a vibrant mixed-use community in downtown Muskegon.

The Property has long served as the largest sign of blight in the City. The Project will completely redevelop the overall Property.

4.6 Creation of jobs

The Project will create an estimated 200 new FTE jobs, including residential property management, maintenance, office, and retail jobs (i.e. restaurant, market, hair salon, pet care, fitness center, day care, coffee shop, and massage therapy).

The estimated cumulative, single average hourly wage for all FTE jobs created by the Project (based on 2,080 working hours/year assumption, except as otherwise stated in this TBP) is approximately $24.84/hour overall. Additional detail related to each Project component and type of job is provided in the table below.

Project Component*	New FTE Jobs	Avg. Salary	Avg. Hourly Wage
Residential Property Management	5	$55,000	$26.44
Office Employees	45	$60,000	$28.85
Retail Employees	150	$40,000	$19.23
TOTAL	200	$51,667	$24.84

The Project is also expected to create 600 FTE construction jobs and generate $89,695,849 in construction wages. A summary of the average annual salary and average hourly wage for all Project jobs and construction jobs is provided in the table below.

Project Job Creation	New FTE Jobs	Avg. Salary	Avg. Hourly Wage
Residential Property Management	5	$55,000	$26.44
Office Employees	45	$60,000	$28.85
Retail Employees	150	$40,000	$19.23
Subtotal	200	$51,667	$24.84
Construction Job Creation*	New FTE Jobs	Avg. Salary	Avg. Hourly Wage
Project Construction Jobs	600	$49,831	$23.95
Subtotal	600	$49,831	$23.95
TOTAL	800	$50,749	$24.40

*Assumptions: three-year construction period; 2,080 working hours/year.

4.7 The level of private sector and other contributions, including, but not limited to, federal funds and federal tax credits

Total capital investment for the Project is approximately $221.3 million. MSF guidelines require a developer to contribute at least 20% of the total project cost as equity to the transformational brownfield project. The Developer will contribute the required equity for the Project. The remaining portion of the Project's capital stack will consist of a bank financed construction loans, PACE financing, EGLE loan, EGLE Grant, enhancement grants, and State Land Bank Blight Elimination Grants.

4.8 Whether the project is financially and economically sound

The Project, even with Plan approval and receipt of the other incentives referenced herein, (see Section 1.9.6), is expected to yield low to modest returns to the Developer. The Developer has already invested significantly in the City of Muskegon at other projects and views completion of this Project as a transformational asset that will contribute to the region's overall success and draw positive attention to the lakeshore.

Due to the already low expected returns, reimbursement of Eligible Activities is anticipated to result in the financial and economic soundness of the Project. The requested reimbursements are intended to close the financial gap between high construction costs and projected rental and sales revenue.

The Developer is funding the Project through a combination of debt, equity and grant funding. The Developer will utilize PACE financing and existing availability on several lines of credit they have available as the primary debt for the Project. Developer is working with a PACE lender and has a proposal for financing that they are currently working through towards final approval. Additionally, Developer is working with lender on bond debt financing that the TBP revenues will support debt payments on. Finally, Developer will utilize condo sale revenues as additional equity that will be reinvested into the Project as units are sold. The remaining sources are outlined in Section 1.9.6 above and in the Project proforma materials provide to MEDC staff. Debt financing proposals or commitments were included with the application materials submission.

Underwriting information has been provided to MBRA and MSF. Following Plan approval and completion of financing, the Developer is prepared to commence the Project as described in this Plan. The Developer will meet the minimum equity contributions required by the transformational brownfield program.

4.9 Whether the project increases the density of the area

The components of the Project contemplated in this Plan are proposed to be constructed on underutilized or vacant Brownfield property, which will convert them to a higher-density mixed-use end use. The resulting development of the Project is expected to generate additional economic activity in the surrounding neighborhoods. Specifically, the Developer anticipates the following density metrics for the Project:

- Approximately 896 new residents living in the residential units within the Project.
- Approximately 200 employees working for employers located within the Project.

Additional density metrics are provided below for the Project:

Project Density & Coverage Calculations		
Assumptions		
Property Acreage	15.13	
Building Coverage		
Use	Total Gross SF	Gross SF/Acre
Apartments	290,044	19,170.12

Condos	118,339	7,821.48
Retail	20,549	1,358.16
Townhomes	47,892	3,165.37
Indoor Parking	68,800 (54,000 SF for main garage and 14,800 SF for townhome garages)	3,886.31
Surface Parking		
Total all uses:	533,168	35,401.44
Building Density		
Use	Units	Units/Acre
Apartments	432	28.55
Condos	102	6.74
Retail	8	1.18
Indoor Parking	120 (main garage) and 74 (townhome garages)	12.82
Surface Parking	553 new (706 total)	46.66

4.10 Whether the project promotes mixed-use development and walkable communities

The Project will enhance the area by redeveloping the largest sign of blight in the City of Muskegon into a thriving mixed-use residential and commercial retail facility that will play a vital role in building the City's population and economy.

The Project is located at the south end of Muskegon Lake along the southern four-lane entryway to downtown Muskegon. The Property is across the street from the Hartshorn City Municipal Marina, the Muskegon Lakeshore Boys & Girls Club, and the Heritage Landing event area. The Property is visible to downtown and currently creates a separation between the core downtown and the neighboring Nims and Lakeside neighborhoods. When completed, the Project will bring activity and vibrancy to an area of the City that is currently the most underutilized.

4.11 Whether the project converts abandoned public buildings to private use

Not applicable.

4.12 Whether the project promotes sustainable development

The Project includes several sustainable elements targeted at improving the overall energy efficiency and sustainability of the Project.

The Project will include low flow plumbing fixtures, LED lighting, heat pumps where possible for heating and cooling, and an exterior envelop design above construction code minimum

requirements to support a reduction in energy loss. The Developer is currently evaluating the potential for installation of solar power on the roof of the building to offset a portion of the energy demands for the Project.

4.13 Whether the project involves the rehabilitation of a historic resource

The Project is not a historic resource but does have historical significance to the community.

4.14 Whether the project addresses area-wide redevelopment

The Project is situated at the southern entryway to downtown Muskegon at the southern end of Muskegon Lake and the Property has long been the largest sign of blight in the City of Muskegon.

A portion of the Property was developed into condominiums by a previous developer until the redevelopment stalled. The Developer is proposing to completely rehabilitate and repurpose the existing facility into a thriving mixed-use development.

The Project addresses area-wide redevelopment within the Nims Neighborhood and will fully reactivate the Property. The Property has long been a City priority for redevelopment, but multiple redevelopment efforts over the years have not been successful for a variety of reasons. The Project will allow the community a once in a lifetime opportunity for redevelopment of the Property by placing it in its highest and best use. The Project brings new housing and retail options to the City and will attract new residents and businesses to the community.

4.15 Whether the project addresses underserved markets of commerce

Yes, it does. The Project is located in an area of focus for the City, as outlined in the City's master plan. The Property is situated in the Nims Neighborhood and is part of census tract 8. The Project will serve as a gateway to the western entryway to downtown Muskegon, eliminate blight and will create opportunities for new local area businesses, including professional services (day care and dog care), health and wellness (hair salon, massage and fitness studio), and retail (market, coffee shop, bookstore and more). The existing surrounding area currently has limited retail or service businesses and the proposed commercial retail businesses are intentional with the planned increase in residential density that will drive additional demand for these services.

4.16 The level and extent of environmental contamination

Soil and groundwater contamination in concentrations exceeding EGLE's NRDWC, GSIC, and DCC associated with historical manufacturing use are present throughout the Property. The Developer has and will continue to conduct site investigations, install contact barriers to partially address the contamination and implement due care activities, including engineering controls and membranes to minimize water infiltration, to alleviate potential future exposure to contamination in accordance with Michigan law.

4.17 If the rehabilitation of the historic resource will meet the federal Secretary of the Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings (36 CFR 67)

Not applicable.

4.18 Whether the project will compete with or affect existing Michigan businesses within the same industry

The Project is not anticipated to compete with or adversely affect existing Michigan businesses. To the contrary, the Project is expected to encourage economic growth, create new jobs, and attract new businesses and residents to the City.

An economic study prepared by Grand Valley State University found that when completed, the Project will result in tens of millions of dollars in annual economic output to the surrounding community resulting in the creation and support for jobs beyond the boundaries of the Property.

4.19 Any other additional criteria approved by the board that are specific to each individual project and are consistent with the findings and intent of this chapter

The Project will result in the renovation and repurposing of an existing Property that has long been the largest sign of blight in the City of Muskegon. The Project is located in an area of focus for redevelopment, as outlined in the City's master plan. The Project will revitalize this important area of the City and contribute to the economic success of the community and their residents.

5.0 SCOPE OF WORK AND COSTS

The environmental (EGLE) and non-environmental (MSF) Eligible Activities for the Project are summarized below. Additional detailed budget information, including a breakdown of activities by category, is summarized in Section 10.

"Eligible Activities" for a TBP include department specific activities; demolition; site preparation; construction, restoration, alteration, renovation, or improvement of buildings or site improvements on eligible property, including infrastructure improvements that directly benefit eligible property; and the reasonable cost of developing, preparing, and implementing the plan.

5.1 EGLE Eligible Activities

Department Specific Activities were conducted on the Property, including environmental site assessments on the Property. Other environmental activities will include implementation of measures as necessary to mitigate unacceptable exposures to impacted environmental media (i.e., soil and groundwater) on the property in accordance with the "due care" requirements of Section 20107a of Part 201 of 1994 Michigan PA 451, as amended (Part 201). Due care measures are anticipated to include, design and construction of sub-slab depressurization systems to mitigate potential intrusion of volatile organic constituents (VOCs) to indoor airspace, and maintenance/improvement of low permeability surfacing overlying areas of known soil and groundwater impact. Residuals derived from construction will be managed in accordance with applicable State and Federal regulatory requirements.

5.2 MSF Eligible Activities

This section of the Plan has been prepared to facilitate MEDC/MSF review and approval of the scope of work for non-environmental activities necessary to support redevelopment of the Property. Detailed scopes of work for each of the non-environmental tasks are presented in the following subsections.

5.2.1 New Construction of Buildings

The following new buildings will be constructed on the Property:

- Townhomes: Construction of thirty-seven (37) new two-story residential condominiums (47,892 SF plus garages of 14,800 SF).

- Division Avenue Parking Lot: Construction of a new 357 space surface parking lot to support the Project.

- Western Avenue Parking Lot: Construction of a new 111 space surface parking lot to support the Project.

- Franklin Street Parking Lot: Construction of a new 85 space surface parking lot to support the Project.

5.2.2 Restoration, Alteration, Renovation, or Improvement of Buildings

- Building #1: Rehabilitation of an existing, five-story, mixed-use building that was completed by the previous developer in the early 2000's. The building contains a total of 84,500 SF, including a first-floor retail (coffee shop) space totaling 2,318 SF; a first-floor vacant former office space - that will be converted to retail space - totaling 2,160 SF; and 53 residential condominium units totaling 55,346 SF (consisting of 30 – 1-bedrooms, 18 – 2-bedrooms, and 4 3-bedrooms). Developer will be renovating 33 of the existing residential condominium units and offering them for sale to prospective buyers. Additionally, Developer will be converting vacant office space to commercial retail space.

- Building #2: Conversion of the existing, single-story, 13,970 SF commercial building - that was operated as the Watermark 920 Event and Conference Center until its closure during the COVID-19 pandemic - into approximately 3 commercial retail units that will be marketed for preferred uses, including a fitness center, day care center, and a pet care center.

- Building #3: Rehabilitation will include overall redevelopment of a currently vacant, five-story building, into 327 new rental apartments consisting of a combination of studios, one-bedroom, two-bedroom and three-bedroom apartments. The total enclosed building areas of Building #3 include 212,905 SF.

- Building #4: Rehabilitation will include the conversion of vacant, four-story

building into commercial and residential uses. The first floor will have 10,049 SF of commercial retail space (i.e. restaurant/retail uses) with a mix of 1, 2, and 3-bedroom units of residential apartments above on floors 2-4 for a total of 16 units. The total enclosed building areas of Building #4 include 27,653 SF.

- Building #5: Rehabilitation will include conversion of the vacant, five-story building floors into new residential apartments, including a mix of studios, 1-, 2-, and 3-bedroom units on for a total of 89 units. The total enclosed building areas of Building #5 include 59,749 SF.

- Building #6: Rehabilitation of the vacant, five-story building into approximately 86,603 SF of new residential condos available for sale, including a mix of 1- and 2-bedroom units on for a total of 69 units. The total enclosed building areas of Building #6 include 119,081 SF.

- Building #7: Rehabilitation of the existing high bay single-story, steel former furniture manufacturing building (1977 vintage) containing a total of 85,000 SF and adjacent land/parking area into indoor parking to serve the Project. Approximately 54,491 SF of this space is under a metal roof structure that will remain to support the redevelopment and the remaining portions will be removed to create an open-air courtyard and provide necessary emergency ingress and egress from the Project.

5.2.3 Demolition

Demolition activities will include selective interior and exterior demolition of existing building improvements to allow for the transformation of the existing concrete structures into a mixed-use development. Demolition activities will include, but are not limited to, removal of warping and damaged floors; removal of the abandoned and damaged mechanical, electrical and plumbing equipment; removal of the spalling and failing brick façade; removal of failing parapet walls; removal of the deteriorated and failing roof; removal of non-load bearing walls; removal of non-code compliant staircases and elevators; removal of structurally unstable roof areas; removal of abandoned factory equipment; and removal of a steel infill area to create an open air courtyard and visible light into the apartments in Building #3.

5.2.4 Lead Abatement

Lead abatement activities will include removal and/or encapsulation of lead containing paint throughout the Project. As a result of these removal and encapsulation activities, potential exposures to lead containing paint will be mitigated, allowing for safe occupancy of the property after redevelopment.

5.2.5 Asbestos Abatement

Asbestos Abatement activities will include removal of asbestos containing materials (primarily window and door caulk, roofing materials, and thermal systems

insulation) throughout the Project.

5.2.6 Mold Abatement

No mold abatement activities are currently planned as part of this scope of work. If significant mold issues are identified in the course of demolition or building redevelopment, the scope and nature of mold abatement activities will be established based on identified hazards.

5.2.7 Infrastructure Improvements

Not included.

5.2.8 Site Preparation/Site Improvements

Site Preparation activities will include mass grading and land balancing for preparation of the Western Avenue and Division Street parking areas.

5.2.9 Assistance to a Land Bank Fast Track Authority

Not applicable.

5.2.10 Relocation of Public Buildings or Operations

Not applicable.

5.2.11 Combined Transformational Brownfield Plan Preparation

Costs associated with preparation of this Plan.

5.2.12 Combined Transformational Brownfield Plan Implementation

Not applicable.

5.3 Local Only Eligible Activities

None.

6.0 TAX INCREMENT REVENUE ANALYSIS

6.1 Captured Taxable Value and Tax Increment Revenue Estimates

The Property has a current taxable value of real property of $2,202,882 and is owned by the Developer as described in section 1.

The anticipated taxable value of the Property at Project completion is $68,130,608, which is expected to be attained in calendar year 2029, for the 2030 tax year. The actual taxable value in each year of the Plan will be determined by the City Assessor.

Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Tables 1-6. The annual increase in taxable value of the Property is assumed to be 2% for the purposes of this Plan. The annual incremental taxable value and captured tax increment revenue will be determined by the actual taxable value of the Property and millages approved by the relevant taxing jurisdictions.

The MBRA will capture 100% of the available incremental local and school operating property tax revenues generated from the Property to reimburse Developer for the costs of Eligible Activities under this Plan in accordance with the Reimbursement Agreement. Additionally, tax revenue associated with all new personal property will be captured as part of this Plan. Reimbursement using incremental school operating tax revenues is further limited to those Eligible Activities and costs approved by MSF or that are otherwise eligible under Act 381.

This Plan provides for the proportional capture of all eligible incremental taxes in whatever amounts and in whatever years they become available until the sooner of all eligible cost reimbursement described in this Plan being complete or the maximum duration provided in Act 381. It is estimated that the term of the plan will be up to 30 years.

6.2 Combined Plan Financing Method

The Developer plans to finance the Project through a combination of private capital, TIR, and public contributions (i.e. grants and loans). Reimbursements under the Reimbursement Agreement shall not exceed the cumulative Eligible Activity costs described in this Plan.

6.3 Note or Bond Indebtedness

The Developer intends to seek bond financing and will use TIR capture under this Plan to pay for such financing.

6.4 Tax Increment Revenues Capture Period

The duration of this Plan shall not exceed 35 years following the date of its approval. Property tax capture under this Plan shall not exceed the lesser of the period authorized under Section 13(5) of Act 381 or 30 years, and the capture of withholding tax revenues and income tax revenues shall not exceed the lesser of the period authorized under Section 13c(8) of Act 381 or 20 years from the beginning date of initial capture. TIR capture and overall Plan length is also contingent on MSF approval. The beginning date of TIR capture shall not be later than five years after the date of Plan approval.

6.5 Future Tax Revenues

This Plan captures all TIR within the meaning of Section 2(eee) of Act 381. See Tables 1-6 for estimates of tax capture revenue pursuant to this Plan and property taxes generated by the Project but not captured.

7.0 RELOCATION

7.1 Current Residents and Displacement

The occupied residences involved in the Project will be redeveloped as tenants move out and no persons will be required to vacate the Property or be displaced as a result of this Project. If the Project did require relocation of any existing tenants, the Developer would comply with Michigan's Relocation Assistance Law, which could include first priority on the new apartments being constructed at the Property.

7.2 Displaced Persons Relocation Plan

Not applicable.

7.3 Relocation Costs Provisions

Not applicable.

7.4 Compliance with Michigan's Relocation Assistance Law

Not applicable.

8.0 DEVELOPMENT TEAM EXPERIENCE

Parkland Properties of Michigan

The Developer's principal, Jon Rooks, founded the Parkland family of companies (the "Company") in 1988 when at the age of 25, he developed Ellenwood Landing in Montague, Michigan. There the Company transformed a corner of White Lake into the largest taxpayer in the City with 187 boat slips, 45 condominiums, two large boat storage warehouses, retail and a hotel. The development earned Mr. Rooks recognition by the Small Business Administration as the 'Young Entrepreneur of the Year'. The development also instilled a passion for community-oriented projects that would be at the heart of the Company's future developments.

Over the next 30 years, the Company's portfolio expanded to dozens of new properties and businesses across West Michigan. This included Boardwalk Condominium, Union Square Condominium, Cityview Condominium, and Monroe Terrace Condominium that collectively brought thousands of downtown residents to Grand Rapids in the early 2000's. The Company also developed the first 'market rate' housing developments in downtown Muskegon in over 30-years with Highpoint Flats apartments and the Terrace Point Landing waterfront subdivision on Muskegon Lake. These projects proved the demand and propelled a housing boom in Muskegon. In addition to adaptive reuse projects, the company developed office buildings, numerous marinas, and hotels throughout West Michigan, and turned around two large failing hotels with 340 rooms by renovating and adding a new convention center, which is now the second largest and newest in West Michigan, in downtown Muskegon.

Today, the Company is one of the largest real estate development firms in West Michigan with over 250 employees and over 2 million square feet of building space currently developed or under development.

The Company continues to stay true to its original vision of performing projects that positively impact and serve as catalyst for the communities where they are located.

Parkland is operated by its Founder, Jon Rooks, and its Chief Operating Officer, Rory Charron. Parkland is represented by Warner Norcross + Judd LLP.

9.0 ANTICIPATED TIMELINE

Shaw Walker			
	Season	Year	Completed
Zoning Approval	Summer	2024	Yes
Site Plan Approval	Summer	2024	Yes
Local Financial Contribution Final Approval	Winter	2024	No
Obtain Building Permits	Winter/Spring	2024/2025	No
Property Acquisition	Winter	2022	Yes
Anticipated Commencement of Eligible Investment	Spring	2025	No
Close on Construction Financing	Winter/Spring	2025	No
Close on Permanent Financing	Winter/Spring	2025	No
Construction Commencement	Spring	2025	No
Project Completion	Spring	2028	No

10.0 ELIGIBLE ACTIVITY TABLE

The tables below provide a summary of the total costs of Eligible Activities within each EGLE and MSF category and the estimated schedule for completion of each task. The See Tables 1-6 for more detailed cost estimates, the impacts on taxing jurisdictions, and reimbursement allocations.

EGLE Eligible Activities	Eligible Cost Estimate
Department Specific Activities	$225,000
TOTAL EGLE ELIGIBLE ACTIVITIES	$225,000
MSF Eligible Activities	**Eligible Cost Estimate**
Demolition and Abatement	$4,758,100
Rehabilitation	$143,595,767
Townhouse New Construction	$11,100,000
Site and Amenities New Construction	$8,823,413
TOTAL MSF ELIGIBLE ACTIVITIES	$168,277,280
TOTAL ELIGIBLE ACTIVITIES	$168,502,280
Total Reimbursable Eligible Costs*	$159,598,389

*Total Reimbursable Eligible Costs are less than Total Project Eligible Activity Costs due to limitations on TIR capture. This amount equals the estimated total amount of capture (see Sec. 2.3 above).

FIGURE 1
PROPERTY LOCATION MAPS

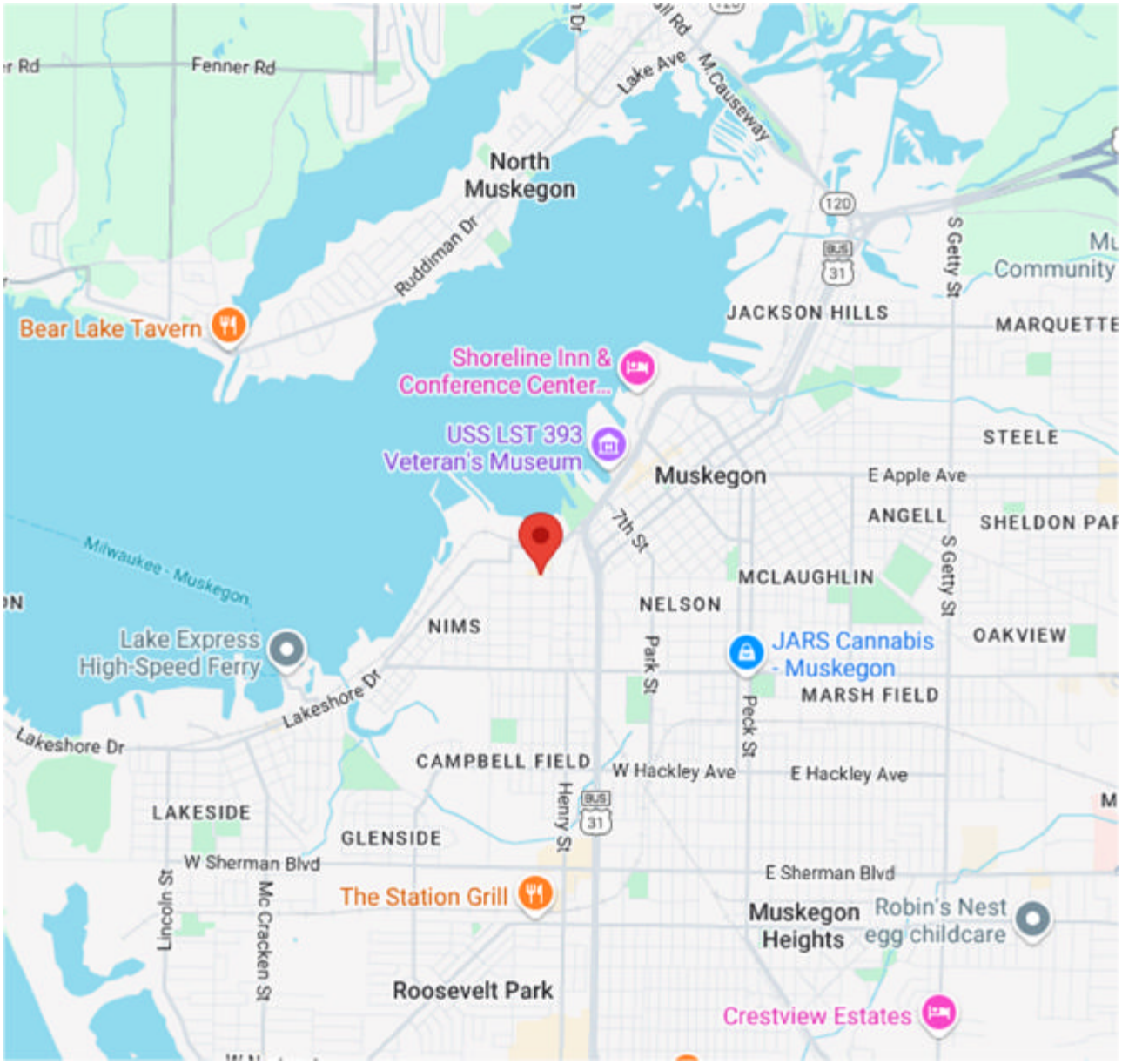


Figure 1-1


Boys & Girls Club of the Muskegon Lakeshore
The Event Center at Fricano Place
Fricano's Muskegon Lake
Hartshorn Marina
Rotary Park
Hartshorn Village
W Western Ave
Chart House Energy
Shoreline Dr
Franklin St
Division St
Michigan Ave
Former shaw walker factory
Hudson St
Barclay St
Abeshi Ghanaian Cuisine
Washington Ave
Fatty Pumpkins Sandwich Shack
Superman
Henry St
Belder St
W Grand Ave
Embrace Books
Google

Figure 1-2


FRANKLIN ST
MICHIGAN AVE
HUDSON ST
WASHINGTON AVE
W WESTERN AVE
DIVISION ST
PARCEL #1
965 W WESTERN AVE
PIN: 61-24-205-468-0001-10
PARCEL #1
930 WASHINGTON AVE
PIN: 61-24-205-000-0000-00
PARCEL #2
920 WASHINGTON AVE
PIN: 61-24-205-467-0001-00
PARCEL #4
1330 DIVISION ST
PIN: 61-24-205-466-0001-00
APPX LOCATION OF FORMER OIL HOUSE
APPX LOCATION OF FORMER PLATING LINE

Figure 1-3

FIGURE 2
LEGAL DESCRIPTIONS AND ELIGIBLE PROPERTY MAPS

Parcel 1 – 965 W Western Avenue – PIN 61-24-205-468-0001-00

BLOCK 468 AND PART OF BLOCK 467, VACATED ALLEY IN BLOCK 468, PART OF FORMER C & 0 RAILROAD RIGHT OF WAY IN BLOCKS 467 AND 468 AND VACATED HUDSON STREET BETWEEN BLOCKS 467 AND 468, ALL BEING IN THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, ALL BEING DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 468; THENCE NORTH 00 DEGREES 19 MINUTES 25 SECONDS WEST 351.64 FEET ALONG THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST 278.50 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE SOUTH 82 DEGREES 42 MINUTES 42 SECONDS EAST 284.66 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 07 DEGREES 28 MINUTES 33 SECONDS WEST 75.55 FEET ALONG THE WESTERLY LINE AND THE EXTENSION THEREOF, OF A FIVE STORY BRICK BUILDING; THENCE SOUTH 82 DEGREES 30 MINUTES 04 SECONDS EAST 112.12 FEET ALONG SAID BUILDING LINE AND THE EXTENSION THEREOF; THENCE SOUTH 09 DEGREES 23 MINUTES 07 SECONDS WEST 9.68 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 83 DEGREES 24 MINUTES 04 SECONDS EAST 13.72 FEET ALONG SAID BUILDING LINE; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST 9.53 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 04 EAST 8.71 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST 24.63 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 41 SECONDS EAST 8. 72 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 0 1 DEGREES 34 MINUTES 19 SECONDS WEST 0.30 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 88 DEGREES 25 MINUTES 41 SECONDS EAST 0.40 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 58 SECONDS WEST 29.45 FEET ALONG SAID BUILDING LINE; THENCE NORTH 88 DEGREES 25 MINUTES 41 SECONDS WEST 8.43 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 00 DEGREES 42 MINUTES 58 SECONDS WEST 57.92 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 88 DEGREES 38 MINUTES 32 SECONDS EAST 12.93 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 02 DEGREES 11 MINUTES O 1 SECONDS WEST 21.28 FEET ALONG SAID BUILDING LINE; THENCE NORTH 87 DEGREES 48 MINUTES 59 SECONDS WEST 28.01 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 02 DEGREES 23 MINUTES 08 SECONDS WEST 85.09 FEET ALONG THE EAST SIDE OF A 4 INCH WALL; THENCE NORTH 87 DEGREES 51 MINUTES 37 SECONDS WEST 111.67 FEET ALONG THE SOUTHERLY SIDE OF SAID 5 STORY BUILDING LINE; THENCE SOUTH 02 MINUTES 11 MINUTES 0 1 SECONDS WEST 7.87 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS WEST 549.04 FEET ALONG THE NORTH LINE OF MICHIGAN AVENUE TO THE PLACE OF BEGINNING.

Parcel 2 – 920 Washington Ave – PIN 61-24-205-467-0001-00

PART OF BLOCKS 467 AND 468 AND THE ENTIRE BLOCK 474; TOGETHER WITH PART OF THE C & 0 RAILROAD RIGHT OF WAY IN SAID BLOCK 467; VACATED MICHIGAN AVENUE BETWEEN SAID BLOCKS 467 AND 474; THE TWO VACATED ALLEYS IN SAID BLOCK 474; ALL BEING IN THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, DESCRIBED AS: BEGINNING ON THE NORTH RIGHT OF WAY LINE OF MICHIGAN AVENUE AT A POINT BEING NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST 549.04 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 468; THENCE NORTH 02 DEGREES 11 MINUTES 01 SECONDS EAST 7.87 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 3 7 SECONDS EAST 111.67 FEET ALONG THE

SOUTHERLY LINE OF A 5 STORY BUILDING; THENCE NORTH 02 DEGREES 23 MINUTES 08 SECONDS EAST 85.09 FEET ALONG THE EAST SIDE OF A 4 INCH WALL; THENCE SOUTH 87 DEGREES 48 MINUTES 59 SECONDS EAST 28.01 FEET ALONG THE NORTHERLY LINE OF SAID 5 STORY BUILDING; THENCE NORTH 02 DEGREES 11 MINUTES 0 1 SECONDS EAST 21.28 FEET ALONG SAID BUILDING; THENCE NORTH 88 DEGREES 38 MINUTES 32 SECONDS WEST 12.93 FEET ALONG SAID BUILDING LINE; THENCE NORTH 00 DEGREES 42 MINUTES 58 SECONDS EAST 57.92 FEET ALONG SAID BUILDING LINE; THENCE SOUTH 88 DEGREES 25 MINUTES 41 SECONDS EAST 8.43 FEET ALONG SAID BUILDING LINE; THENCE NORTH 00 DEGREES 42 MINUTES 58 SECONDS EAST 29.45 FEET ALONG SAID BUILDING LINE; THENCE NORTH 88 DEGREES 25 MINUTES 41 SECONDS WEST 0.40 FEET ALONG SAID BUILDING LINE; THENCE NORTH 01 DEGREES 34 MINUTES 19 SECONDS EAST 0.30 FEET ALONG SAID BUILDING LINE; THENCE NORTH 88 DEGREES 25 MINUTES 41 SECONDS WEST 8.72 FEET ALONG SAID BUILDING LINE; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS EAST 24.63 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 04 SECONDS WEST 8.71 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 20 SECONDS WEST 9.53 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 04 SECONDS WEST 13.72 FEET ALONG SAID 5 STORY BUILDING LINE; THENCE NORTH 09 DEGREES 23 MINUTES 07 SECONDS EAST 9.68 FEET ALONG SAID 5 STORY BUILDING LINE; THENCE NORTH 82 DEGREES 30 MINUTES 04 SECONDS WEST 112.12 FEET ALONG SAID BUILDING LINE AND THE EXTENSION THEREOF; THENCE NORTH 07 DEGREES 28 MINUTES 33 SECONDS EAST 75.55 FEET ALONG SAID BUILDING LINE AND THE EXTENSION THEREOF; THENCE SOUTH 82 DEGREES 42 MINUTES 42 SECONDS EAST 474.11 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST 664.21 FEET ALONG THE WEST RIGHT OF WAY LINE OF DIVISION STREET; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST 476.58 FEET ALONG THE NORTH RIGHT OF WAY LINE OF WASHINGTON AVENUE; THENCE NORTH 00 DEGREES 20 MINUTES 35 SECONDS WEST 414.17 FEET ALONG THE EAST RIGHT OF WAY LINE OF HUDSON STREET; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS WEST 1.29 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE TO THE PLACE OF BEGINNING. EXCEPT PART OF BLOCKS 467 AND 474; TOGETHER WITH PART OF VACATED HUDSON STREET BETWEEN BLOCKS 467 AND 468; PART OF VACATED MICHIGAN AVENUE BETWEEN BLOCKS 467 AND 474; PART OF A VACATED ALLEY IN SAID BLOCK 474; ALL OF A SECOND VACATED ALLEY IN BLOCK 474; ALL BEING IN THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 474 FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 20MINUTES 35 SECONDS WEST 414.17 FEET ALONG THE EAST LINE OF HUDSON STREET; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS WEST 1.29 FEET ALONG THE NORTH LINE OF MICHIGAN A VENUE; THENCE NORTH 02 DEGREES 11 MINUTES O 1 SECONDS EAST 7. 87 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 3 7 SECONDS EAST 185.29 FEET ALONG THE SOUTHERLY LINE OF A 5 STORY BUILDING; THENCE SOUTH 00 DEGREES 06 MINUTES 34 SECONDS WEST 231.27 FEET ALONG THE WEST LINE OF A 5 STORY BUILDING; THENCE NORTH 89 DEGREES 57 MINUTES 03 SECONDS EAST 39.77 FEET ALONG THE EXPANSION JOINT BETWEEN 5 STORY BUILDINGS; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST 182.21 FEET ALONG THE WEST LINE OF A 10 INCH BRICK WALL; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS WEST 221.00 FEET ALONG THE NORTH LINE OF WASHINGTON AVENUE TO THE POINT OF BEGINNING.

Parcel 3 – 930 Washington Avenue – Parcel IDs listed below

LAND SITUATED IN THE CITY OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

Figure 2-2

UNITS 1-A, 1-B, 2-B, 2-D, 2-E, 2-G, 2-H, 2-I, 2-J, 2-L, 3-A, 3-B, 3-C, 3-D, 3-H, 3-I, 3-J, 3-K, 3-L, 3-N, 4-A, 4-C, 4-D, 4-E, 4-J, 4-K, 4-L, 4-N, 5-A, 5-D, 5-E, 5-J, 5-K, 5-L AND 5-N, WATERMARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 3635, PAGE 28, AS AMENDED, FIRST AMENDMENT TO MASTER DEED RECORDED IN LIBER 3675, PAGE 155, SECOND AMENDMENT TO MASTER DEED RECORDED IN LIBER 3786, PAGE 302, AND THIRD AMENDMENT TO MASTER DEED RECORDED IN LIBER 3832, PAGE 532, AND DESIGNATED AS MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 141, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

61-24-855-000-0001-00 TS/SW	61-24-855-000-0027-00 TS/SW
61-24-855-000-0002-00 TS/SW	61-24-855-000-0028-00 TS/SW
61-24-855-000-0004-00 TS/SW	61-24-855-000-0030-00 TS/SW
61-24-855-000-0005-00 TS/SW	61-24-855-000-0031-00 TS/SW
61-24-855-000-0006-00 TS/SW	61-24-855-000-0032-00 TS/SW
61-24-855-000-0008-00 TS/SW	61-24-855-000-0037-00 TS/SW
61-24-855-000-0009-00 TS/SW	61-24-855-000-0038-00 TS/SW
61-24-855-000-0010-00 TS/SW	61-24-855-000-0039-00 TS/SW
61-24-855-000-0011-00 TS/SW	61-24-855-000-0041-00 TS/SW
61-24-855-000-0013-00 TS/SW	61-24-855-000-0042-00 TS/SW
61-24-855-000-0014-00 TS/SW	61-24-855-000-0045-00 TS/SW
61-24-855-000-0015-00 TS/SW	61-24-855-000-0046-00 TS/SW
61-24-855-000-0016-00 TS/SW	61-24-855-000-0051-00 TS/SW
61-24-855-000-0017-00 TS/SW	61-24-855-000-0052-00 TS/SW
61-24-855-000-0021-00 TS/SW	61-24-855-000-0053-00 TS/SW
61-24-855-000-0022-00 TS/SW	61-24-855-000-0055-00 TS/SW
61-24-855-000-0023-00 TS/SW	
61-24-855-000-0024-00 TS/SW	
61-24-855-000-0025-00 TS/SW	

Parcel 4 – 1330 Division Street – 61-24-205-466-0001-00

THAT PART OF BLOCKS 466 AND 475, THAT PART OF VACATED MICHIGAN AVENUE AND VACATED CLAY AVENUE ADJACENT TO SAID BLOCKS, REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 3 OF PLATS, PAGE 71, MUSKEGON COUNTY RECORDS, ALSO THE PART OF THE PARCEL OF LAND FORMERLY KNOWN AS BLOCK 5 OF BEIDLER MANUFACTURING COMPANY'S SUBDIVISION OF BLOCKS 332, 333 AND 334 OF THE CITY OF MUSKEGON, INCLUDED IN THE FOLLOWING DESCRIPTION: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 475 FOR PLACE OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF DIVISION STREET 337.47 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST 427.35 FEET TO THE WEST LINE OF HENRY STREET; THENCE SOUTH 05 DEGREES 18 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 144.97 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 475; THENCE SOUTH 00 DEGREES 28 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE 194.75 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 475; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 412.33 FEET TO PLACE OF BEGINNING.

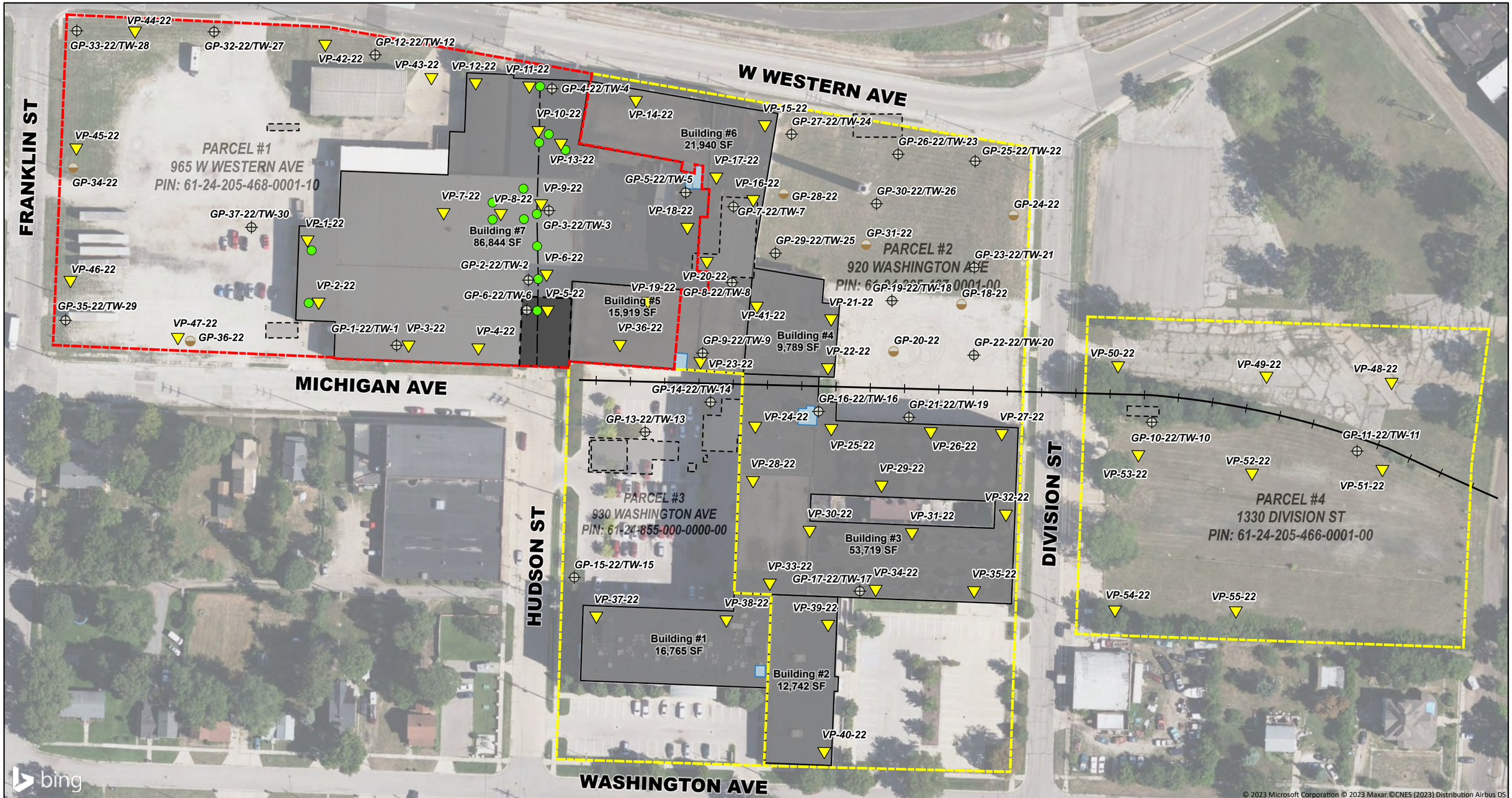
Figure 2-3

FIGURE 3
PERSONAL PROPERTY

Not applicable.

FIGURES 4 AND 5
ENVIRONMENTAL SAMPLING LOCATION MAP & EXCEEDANCES

See attached.



LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Manhole / Floor Drain
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Buried Box Drain
- Elevator
- Truck Well
- Former Site Features
- Site Buildings

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET

100 50 0 100 200 300

1 INCH = 100 FEET

ERG Environmental Resources Group
75 W. Walton Avenue • Suite C • Muskegon, MI 49440
Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY

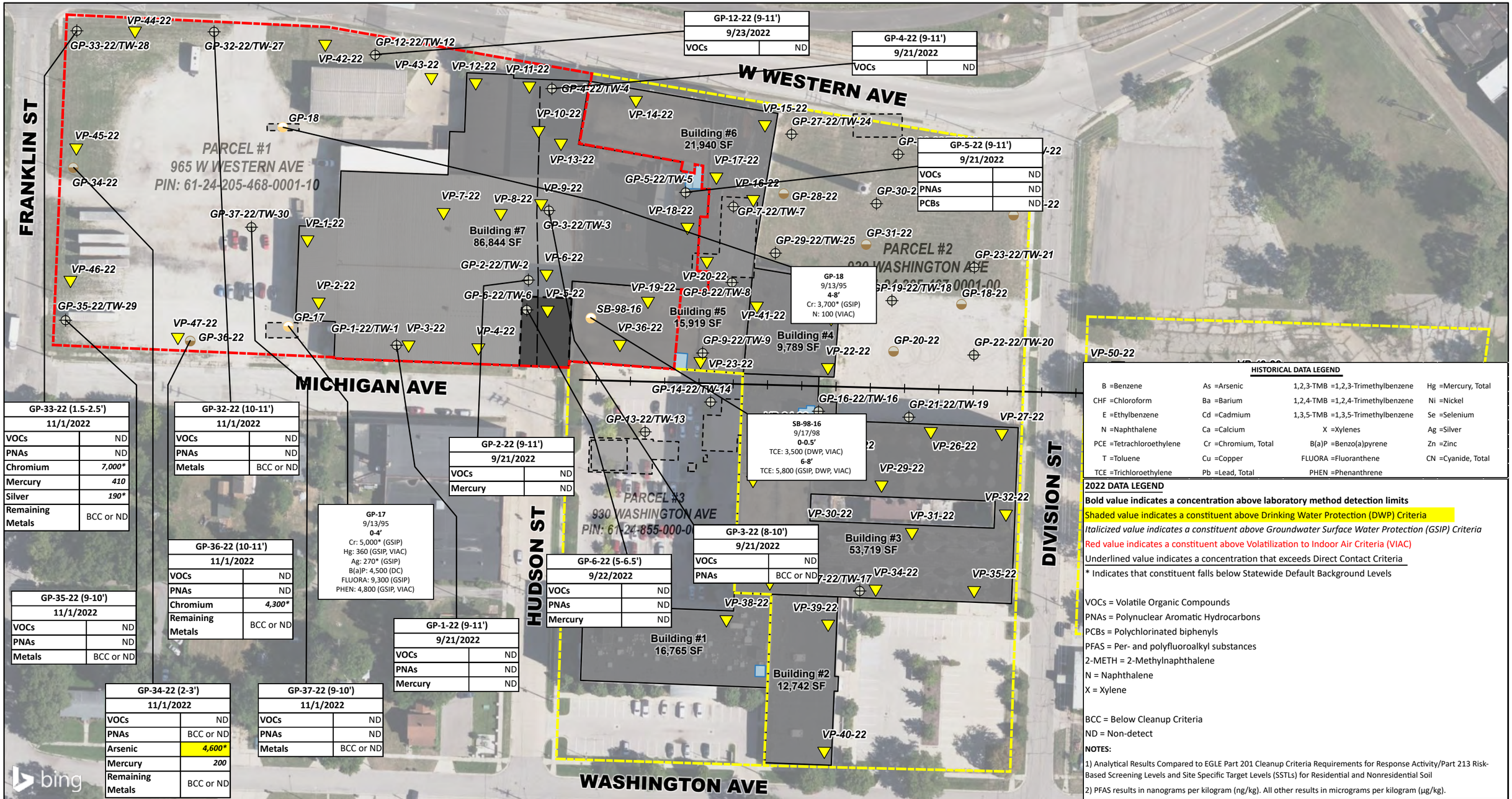
965 W WESTERN AVE, MUSKEGON, MI

SOIL BORING/TEMPORARY WELL/ VAPOR PIN LOCATION MAP

JOB NO.: 9657

BY: LJC DATE: 6/5/2023

FIGURE 3



HISTORICAL DATA LEGEND

B =Benzene	As =Arsenic	1,2,3-TMB =1,2,3-Trimethylbenzene	Hg =Mercury, Total
CHF =Chloroform	Ba =Barium	1,2,4-TMB =1,2,4-Trimethylbenzene	Ni =Nickel
E =Ethylbenzene	Cd =Cadmium	1,3,5-TMB =1,3,5-Trimethylbenzene	Se =Selenium
N =Naphthalene	Ca =Calcium	X =Xylenes	Ag =Silver
PCE =Tetrachloroethylene	Cr =Chromium, Total	B(a)P =Benzo(a)pyrene	Zn =Zinc
T =Toluene	Cu =Copper	FLUORA =Fluoranthene	CN =Cyanide, Total
TCE =Trichloroethylene	Pb =Lead, Total	PHEN =Phenanthrene	

2022 DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria

Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria

Red value indicates a constituent above Volatilization to Indoor Air Criteria (VIAC)

Underlined value indicates a concentration that exceeds Direct Contact Criteria

* Indicates that constituent falls below Statewide Default Background Levels

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
2-METH = 2-Methylnaphthalene
N = Naphthalene
X = Xylene

BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil

2) PFAS results in nanograms per kilogram (ng/kg). All other results in micrograms per kilogram (µg/kg).

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Historical Soil Boring
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Buried Box Drain
- Elevator
- Truck Well
- Former Site Features
- Site Buildings

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

ERG Environmental Resources Group
75 W. Walton Avenue • Suite C • Muskegon, MI 49440
Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY

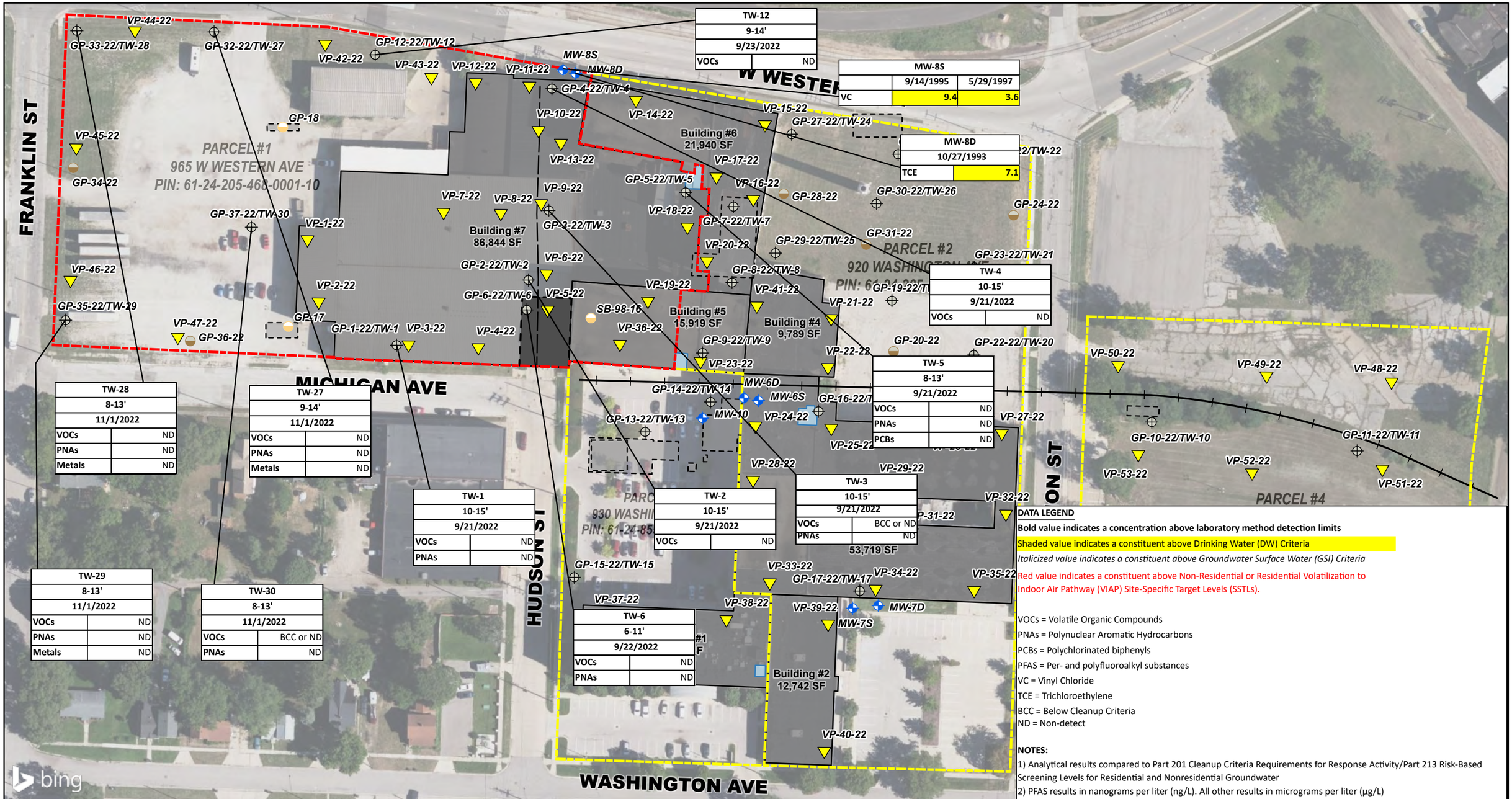
965 W WESTERN AVE, MUSKEGON, MI

SOIL ANALYTICAL MAP

JOB NO.: 9657

BY: LJC DATE: 6/6/2023

FIGURE 4



DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water (DW) Criteria

Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria

Red value indicates a constituent above Non-Residential or Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
VC = Vinyl Chloride
TCE = Trichloroethylene
BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical results compared to Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels for Residential and Nonresidential Groundwater
2) PFAS results in nanograms per liter (ng/L). All other results in micrograms per liter (µg/L)

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Monitoring Wells (Abonmarche, 1993-95)
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Buried Box Drain
- Elevator
- Truck Well
- Former Site Features
- Site Buildings

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

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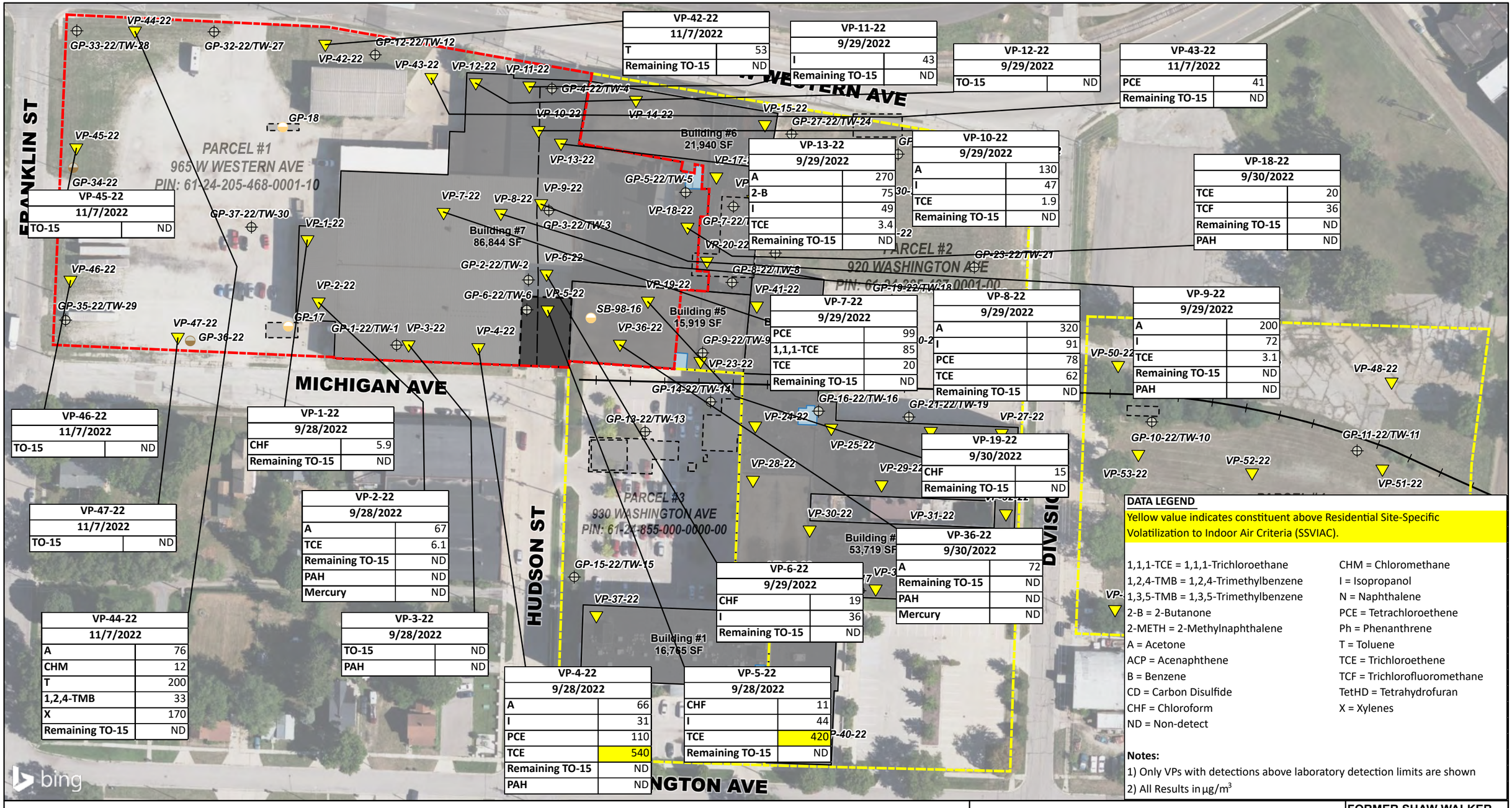
FORMER SHAW WALKER FURNITURE COMPANY
965 W WESTERN AVE, MUSKEGON, MI
GROUNDWATER ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/6/2023
FIGURE 5



DATA LEGEND

Yellow value indicates constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC).

1,1,1-TCE = 1,1,1-Trichloroethane
1,2,4-TMB = 1,2,4-Trimethylbenzene
1,3,5-TMB = 1,3,5-Trimethylbenzene
2-B = 2-Butanone
2-METH = 2-Methylnaphthalene
A = Acetone
ACP = Acenaphthene
B = Benzene
CD = Carbon Disulfide
CHF = Chloroform
ND = Non-detect
CHM = Chloromethane
I = Isopropanol
N = Naphthalene
PCE = Tetrachloroethene
Ph = Phenanthrene
T = Toluene
TCE = Trichloroethene
TCF = Trichlorofluoromethane
TetHD = Tetrahydrofuran
X = Xylenes

Notes:

1) Only VPs with detections above laboratory detection limits are shown
2) All Results in µg/m^3

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Buried Box Drain
- Elevator
- Truck Well
- Former Site Features
- Site Buildings

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

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Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY
965 W WESTERN AVE, MUSKEGON, MI
VAPOR ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/7/2023
FIGURE 6

APPENDIX 3

ANALYTICAL SUMMARY TABLES

Table 1 - Soil Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-1-22 (9-11')	GP-2-22 (9-11')	GP-3-22 (8-10')	GP-4-22 (9-11')	GP-5-22 (9-11')	GP-6-22 (5-6.5')	GP-12-22 (9-11')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/22/2022	9/23/2022
							Depth	9-11'	9-11'	8-10'	9-11'	9-11'	5-6.5'	9-11'
Volatiles														
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st		<1,000	<1,000	<1,000	<1,000	<1,000	<1,000	<1,000
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA		<130	<110	<110	<120	<100	<110	<110
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca		<50	<50	<50	<50	<50	<50	<50
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA		<100	<100	<100	<100	<100	<100	<100
Bromochloromethane	74-97-5					NA		<100	<100	<100	<100	<100	<100	<100
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca		<100	<100	<100	<100	<100	<100	<100
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA		<130	<110	<110	<120	<100	<110	<110
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA		<200	<200	<200	<200	<200	<200	<200
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA		<750	<750	<750	<750	<750	<750	<750
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc		<63	<53	<57	<58	<51	<55	<57
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc		<50	<50	<50	<50	<50	<50	<50
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc		<50	<50	<50	<50	<50	<50	<50
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc		<250	<250	<250	<250	<250	<250	<250
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA		<63	<53	<57	<58	<51	<55	<57
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA		<50	<50	<50	<50	<50	<50	<50
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc		<250	<250	<250	<250	<250	<250	<250
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca		<50	<50	<50	<50	<50	<50	<50
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA		<250	<250	<250	<250	<250	<250	<250
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA		<50	<50	<50	<50	<50	<50	<50
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA		<130	<110	<110	<120	<100	<110	<110
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA		<250	<250	<250	<250	<250	<250	<250
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA		<250	<250	<250	<250	<250	<250	<250
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA		<100	<100	<100	<100	<100	<100	<100
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA		<100	<100	<100	<100	<100	<100	<100
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA		<100	<100	<100	<100	<100	<100	<100
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA		<250	<250	<250	<250	<250	<250	<250
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca		<50	<50	<50	<50	<50	<50	<50
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca		<63	<53	<57	<58	<51	<55	<57
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc		<50	<50	<50	<50	<50	<50	<50
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc		<50	<50	<50	<50	<50	<50	<50
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc		<50	<50	<50	<50	<50	<50	<50
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA		<63	<53	<57	<58	<51	<55	<57
cis-1,3-Dichloropropylene	10061-01-5					NA		<63	<53	<57	<58	<51	<55	<57
trans-1,3-Dichloropropylene	10061-02-6					NA		<63	<53	<57	<58	<51	<55	<57
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca		<50	<50	<50	<50	<50	<50	<50
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca		<50	<50	<50	<50	<50	<50	<50
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA		<2,500	<2,500	<2,500	<2,500	<2,500	<2,500	<2,500
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca		<250	<250	<250	<250	<250	<250	<250
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca		<2,500	<2,500	<2,500	<2,500	<2,500	<2,500	<2,500
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st		<100	<100	<100	<100	<100	<100	<100
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca		<250	<250	<250	<250	<250	<250	<250
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<330	<330	<330	<330	<330	<330	<330
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev		<100	<100	<100	<100	<100	<100	<100
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca		<50	<50	<50	<50	<50	<50	<50
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA		<100	<100	<100	<100	<100	<100	<100
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA		<63	<53	<57	<58	<51	<55	<57
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st		<50	<50	<50	<50	<50	<50	<50
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc		<50	<50	<50	<50	<50	<50	<50
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA		<250	<250	<250	<250	<250	<250	<250
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st		<50	<50	<50	<50	<50	<50	<50
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc		<63	<53	<57	<58	<51	<55	<57
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev		<50	<50	<50	<50	<50	<50	<50
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc		<100	<100	<100	<100	<100	<100	<100
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA		<100	<100	<100	<100	<100	<100	<100
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc		<100	<100	<100	<100	<100	<100	<100
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc		<100	<100	<100	<100	<100	<100	<100
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc		<100	<100	<100	<100	<100	<100	<100
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc		<300	<300	<300	<300	<300	<300	<300
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut		<40	<40	<40	<40	<40	<40	<40
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc		<150	<150	<150	<150	<150	<150	<150
Semivolatiles														
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<330		<330		<330	<330	
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<330		<330		<330	<330	
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<330		<330		<330	<330	
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<330		<330		<330	<330	
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<330		<330		<330	<330	
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<330		**450**		<330	<330	
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<330		<330		<330	<330	
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<330		<330		<330	<330	
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<330		<330		<330	<330	
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<330		<330		<330	<330	
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<330		**460**		<330	<330	
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<330		<330		<330	<330	
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<330		<330		<330	<330	
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<330	<330	<330	<330	<330	<330	<330
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<330		<330		<330	<330	
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<330		**430**		<330	<330	
Metals														
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA								
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA								
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA								
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA								
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA								
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA								
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA								
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	<50				<50	
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA								
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA								
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA								
PCBs														
PCB, Aroclor 1016	12674-11-2					NA						<100		
PCB, Aroclor 1221	11104-28-2					NA						<100		
PCB, Aroclor 1232	11141-16-5					NA						<100		
PCB, Aroclor 1242	53469-21-9					NA						<100		
PCB, Aroclor 1248	12672-29-6					NA						<100		
PCB, Aroclor 1254	11097-69-1					NA						<100		
PCB, Aroclor 1260	11096-82-5					NA						<100		
PCB, Aroclor 1262	37324-23-5					NA						<100		
PCB, Aroclor 1268	11100-14-4					NA						<100		
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA						<100		

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calculator tool.

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 1 - Soil Analytical -
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-32-22 (10-11')	GP-33-22 (1.5-2.5')	GP-34-22 (2-3')	GP-35-22 (9-10')	GP-36-22 (10-11')	GP-37-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022
							Depth	10-11'	1.5-2.5'	2-3'	9-10'	10-11'	9-10'
Volatiles													
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st		<1000	<1000	<1000	<1000	<1000	<1000
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA		<100	<100	<100	<100	<100	<100
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca		<50	<50	<50	<50	<50	<50
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA		<100	<100	<100	<100	<100	<100
Bromochloromethane	74-97-5					NA		<100	<100	<100	<100	<100	<100
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca		<100	<100	<100	<100	<100	<100
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA		<100	<100	<100	<100	<100	<100
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA		<200	<200	<200	<200	<200	<200
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA		<750	<750	<750	<750	<750	<750
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc		<50	<50	<50	<50	<50	<50
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc		<50	<50	<50	<50	<50	<50
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc		<50	<50	<50	<50	<50	<50
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc		<250	<250	<250	<250	<250	<250
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA		<50	<50	<50	<50	<50	<50
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA		<50	<50	<50	<50	<50	<50
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc		<250	<250	<250	<250	<250	<250
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca		<50	<50	<50	<50	<50	<50
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA		<250	<250	<250	<250	<250	<250
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA		<50	<50	<50	<50	<50	<50
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA		<100	<100	<100	<100	<100	<100
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA		<250	<250	<250	<250	<250	<250
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA		<250	<250	<250	<250	<250	<250
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA		<100	<100	<100	<100	<100	<100
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA		<100	<100	<100	<100	<100	<100
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA		<100	<100	<100	<100	<100	<100
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA		<250	<250	<250	<250	<250	<250
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca		<50	<50	<50	<50	<50	<50
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca		<50	<50	<50	<50	<50	<50
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc		<50	<50	<50	<50	<50	<50
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc		<50	<50	<50	<50	<50	<50
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc		<50	<50	<50	<50	<50	<50
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA		<50	<50	<50	<50	<50	<50
cis-1,3-Dichloropropylene	10061-01-5					NA		<50	<50	<50	<50	<50	<50
trans-1,3-Dichloropropylene	10061-02-6					NA		<50	<50	<50	<50	<50	<50
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca		<50	<50	<50	<50	<50	<50
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca		<50	<50	<50	<50	<50	<50
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA		<2500	<2500	<2500	<2500	<2500	<2500
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca		<250	<250	<250	<250	<250	<250
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca		<2500	<2500	<2500	<2500	<2500	<2500
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st		<110	<140	<130	<130	<130	<130
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca		<250	<250	<250	<250	<250	<250
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<330	<330	<330	<330	<330	<330
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev		<100	<100	<100	<100	<100	<100
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca		<50	<50	<50	<50	<50	<50
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA		<100	<100	<100	<100	<100	<100
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA		<50	<50	<50	<50	<50	<50
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st		<50	<50	<50	<50	<50	<50
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc		<50	<50	<50	<50	<50	<50
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA		<250	<250	<250	<250	<250	<250
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st		<50	<50	<50	<50	<50	<50
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc		<50	<50	<50	<50	<50	<50
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev		<50	<50	<50	<50	<50	<50
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc		<100	<100	<100	<100	<100	<100
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA		<100	<100	<100	<100	<100	<100
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc		<100	<100	<100	<100	<100	<100
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc		<100	<100	<100	<100	<100	<100
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc		<100	<100	<100	<100	<100	<100
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc		<300	<300	<300	<300	<300	<300
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut		<40	<40	<40	<40	<40	<40
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc		<150	<150	<150	<150	<150	<150
Semivolatiles													
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<330	<330	<330	<330	<330	<330
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<330	<330	<330	<330	<330	<330
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<330	<330	<330	<330	<330	<330
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<330	<330	**450**	<330	<330	<330
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<330	<330	**500**	<330	<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<330	<330	**670**	<330	<330	<330
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<330	<330	**350**	<330	<330	<330
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<330	<330	<330	<330	<330	<330
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<330	<330	**450**	<330	<330	<330
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<330	<330	<330	<330	<330	<330
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<330	<330	**840**	<330	<330	<330
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<330	<330	<330	<330	<330	<330
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<330	<330	**370**	<330	<330	<330
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<330	<330	<330	<330	<330	<330
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<330	<330	**460**	<330	<330	<330
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<330	<330	**860**	<330	<330	<330
Metals													
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA		**420**	**800**	***4,600****	**740**	**830**	**400**
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA		**2,300**	**24,000**	**67,000**	**1,900**	**6,500**	**4,300**
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA		<50	**110**	**190**	<50	<50	<50
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA		**2,000**	***7,000****	**3,000**	**1,700**	***4,300****	**2,900**
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA							
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA		<1000	**3,800**	**15,000**	<1000	**5,500**	**1,200**
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA		**1,400**	**25,000**	**72,000**	<1000	**4,900**	<1000
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	***410***	***200***	<50	<50	<50
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA		<200	<200	**380**	<200	<200	<200
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA		<100	***190****	<100	<100	<100	<100
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA		**3,300**	**70,000**	**79,000**	**3,200**	**6,800**	**4,600**
PCBs													
PCB, Aroclor 1016	12674-11-2					NA							
PCB, Aroclor 1221	11104-28-2					NA							
PCB, Aroclor 1232	11141-16-5					NA							
PCB, Aroclor 1242	53469-21-9					NA							
PCB, Aroclor 1248	12672-29-6					NA							
PCB, Aroclor 1254	11097-69-1					NA							
PCB, Aroclor 1260	11096-82-5					NA							
PCB, Aroclor 1262	37324-23-5					NA							
PCB, Aroclor 1268	11100-14-4					NA							
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA							

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs)
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calcu
LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 2 - Groundwater Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Non-Residential VIAP SSTLs for Building #7 (Table 19)	Water Solubility	Flammability and Explosivity Screening Level	Sample Identification	TW-1	TW-2	TW-3	TW-4	TW-5	TW-6	TW-12	TW-27	TW-28	TW-29	TW-30
								Collection Date	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/22/2022	9/23/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022
								Screen Interval	10-15'	10-15'	10-15'	10-15'	8-13'	6-11'	9-14'	9-14'	8-13'	8-13'	8-13'
Volatiles																			
Acetone (I)	67-64-1	730	2,100	1,700	2.2E+08 (EE)st	1.0E+9	1.5E+7		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Acrylonitrile (I)	107-13-1	2.6	11	2.0 (M); 1.2	NA	7.50E+7	6.4E+6		<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Benzene (I)	71-43-2	5.0 (A)	5.0 (A)	200 (X)	570ca	1.75E+6	68,000		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Bromobenzene (I)	108-86-1	18	50	NA	NA	4.13E+5	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Bromochloromethane	74-97-5				NA				<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Bromodichloromethane	75-27-4	80 (A,W)	80 (A,W)	ID	850nc	6.74E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Bromoform	75-25-2	80 (A,W)	80 (A,W)	ID	NA	3.10E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Bromomethane	74-83-9	10	29	5.0 (M); 4.2	NA	1.45E+7	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
2-Butanone (MEK) (I)	78-93-3	13,000	38,000	2,200	NA	2.40E+8	ID		<25	<25	<25	<25	<25	<25	<25	<25	<25	<25	<25
n-Butylbenzene	104-51-8	80	230	ID	12,000 (S)sol	NA	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	**4.0**
sec-Butylbenzene	135-98-8	80	230	ID	18,000 (S)sol	NA	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	**1.5**
tert-Butylbenzene (I)	98-06-6	80	230	ID	33nc	NA	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Carbon disulfide (I,R)	75-15-0	800	2,300	ID	25,000nc	1.19E+6	13,000		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Carbon tetrachloride	56-23-5	5.0 (A)	5.0 (A)	38 (X)	NA	7.93E+5	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Chlorobenzene (I)	108-90-7	100 (A)	100 (A)	25	NA	4.72E+5	1.6E+5		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Chloroethane	75-00-3	430	1,700	1,100 (X)	1.7E+05nc	5.74E+6	1.1E+5		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Chloroform	67-66-3	80 (A,W)	80 (A,W)	350	310ca	7.92E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Chloromethane (I)	74-87-3	260	1,100	ID	4,000nc	6.34E+6	36,000		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
o-Chlorotoluene (I)	95-49-8	150	420	ID	NA	3.73E+5	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Dibromochloromethane	124-48-1	80 (A,W)	80 (A,W)	ID	NA	2.60E+6	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Dibromochloropropane	96-12-8	0.2 (A)	0.2 (A)	ID	NA	1,230	NA		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Dibromomethane	74-95-3	80	230	NA	NA	1.10E+7	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
1,2-Dichlorobenzene	95-50-1	600 (A)	600 (A)	13	NA	1.56E+5	NA		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,3-Dichlorobenzene	541-73-1	6.6	19	28	NA	1.11E+5	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,4-Dichlorobenzene	106-46-7	75 (A)	75 (A)	17	NA	73,800	NA		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Dichlorodifluoromethane	75-71-8	1,700	4,800	ID	NA	3.00E+5	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
1,1-Dichloroethane	75-34-3	880	2,500	740	2,700ca	5.06E+6	3.8E+5		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	5.0 (A)	360 (X)	840ca	8.52E+6	2.5E+6		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
cis-1,2-Dichloroethylene	156-59-2	70 (A)	70 (A)	620	1,200nc	3.50E+6	5.3E+5		<1.0	<1.0	**1.1**	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
trans-1,2-Dichloroethylene	156-60-5	100 (A)	100 (A)	1,500 (X)	5,100nc	6.30E+6	2.3E+5		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,1-Dichloroethylene (I)	75-35-4	7.0 (A)	7.0 (A)	130	4,300nc	2.25E+6	97,000		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	5.0 (A)	230 (X)	NA	2.80E+6	5.5E+5		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
cis-1,3-Dichloropropylene	10061-01-5				NA				<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
trans-1,3-Dichloropropylene	10061-02-6				NA				<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Ethylbenzene (I)	100-41-4	74 (E)	74 (E)	18	1,800ca	1.69E+5	43,000		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Ethylene dibromide	106-93-4	0.05 (A)	0.05 (A)	5.7 (X)	120ca	4.20E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
2-Hexanone	591-78-6	1,000	2,900	ID	NA	1.60E+7	NA		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Isopropyl benzene	98-82-8	800	2,300	28	400ca	56,000	29,000		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	1,800	5,200	ID	2.8E+06 (EE)st	2.00E+7	ID		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Methylene chloride	75-09-2	5.0 (A)	5.0 (A)	1,500 (X)	NA	1.70E+7	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Methyl-tert-butyl ether (MTBE)	1634-04-4	40 (E)	40 (E)	7,100 (X)	1.6E+05ca	4.68E+7	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Naphthalene	91-20-3	520	1,500	11	3,000ca	31,000	NA		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
n-Propylbenzene (I)	103-65-1	80	230	ID	52,000 (S) (DD)sol	NA	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Styrene	100-42-5	100 (A)	100 (A)	80 (X)	23,000ca	3.10E+5	1.4E+5		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,1,1,2-Tetrachloroethane	630-20-6	77	320	ID	NA	1.10E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,1,2,2-Tetrachloroethane	79-34-5	8.5	35	78 (X)	NA	2.97E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Tetrachloroethylene	127-18-4	5.0 (A)	5.0 (A)	60 (X)	1,600 (EE)st	2.0E+5	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Toluene (I)	108-88-3	790 (E)	790 (E)	270	5.3E+05 (S) (EE)sol	5.26E+5	61,000		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2,4-Trichlorobenzene	120-82-1	70 (A)	70 (A)	99 (X)	NA	3.00E+5	NA		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
1,1,1-Trichloroethane	71-55-6	200 (A)	200 (A)	89	2.1E+05 (EE)st	1.33E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,1,2-Trichloroethane	79-00-5	5.0 (A)	5.0 (A)	330 (X)	200nc	4.42E+6	NA		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Trichloroethylene	79-01-6	5.0 (A)	5.0 (A)	200 (X)	110 (DD)dev	1.10E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Trichlorofluoromethane	75-69-4	2,600	7,300	NA	3,000nc	1.10E+6	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2,3-Trichloropropane	96-18-4	42	120	NA	NA	1.90E+6	NA		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2,3-Trimethylbenzene	526-73-8				20,000 (JT)nc				<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,2,4-Trimethylbenzene (I)	95-63-6	63 (E)	63 (E)	17	11,000 (JT)nc	55,890	56,000 (S)		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
1,3,5-Trimethylbenzene (I)	108-67-8	72 (E)	72 (E)	45	7,900 (JT)nc	61,150	ID		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Vinyl chloride	75-01-4	2.0 (A)	2.0 (A)	13 (X)	140ca	2.76E+6	33,000		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Xylenes (I)	1330-20-7	280 (E)	280 (E)	49	30,000 (J)nc	1.86E+5	70,000		<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0

Table 2 - Groundwater Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Non-Residential VIAP SSTLs for Building #7 (Table 19)	Water Solubility	Flammability and Explosivity Screening Level	Sample Identification	TW-1	TW-2	TW-3	TW-4	TW-5	TW-6	TW-12	TW-27	TW-28	TW-29	TW-30
								Collection Date	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/21/2022	9/22/2022	9/23/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022
								Screen Interval	10-15'	10-15'	10-15'	10-15'	8-13'	6-11'	9-14'	9-14'	8-13'	8-13'	8-13'
Semivolatiles																			
Acenaphthene	83-32-9	1,300	3,800	38	3,900 (S)sol	4,240	ID		<5.0		<5.0		<5.0	<5.0		<5.0	<5.0	<5.0	<5.0
Acenaphthylene	208-96-8	52	150	ID	1,000 (CC)nc	3,930	ID		<5.0		<5.0		<5.0	<5.0		<5.0	<5.0	<5.0	<5.0
Anthracene	120-12-7	43 (S)	43 (S)	ID	43 (S)sol	43.4	ID		<5.0		<5.0		<5.0	<5.0		<5.0	<5.0	<5.0	<5.0
Benzo(a)anthracene (Q)	56-55-3	2.1	8.5	ID	9.4 (S)sol	9.4	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	5.0 (A)	ID	NA	1.62	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	1.5 (S, AA)	ID	NA	1.5	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.26 (S)	1.0 (M); 0.26 (S)	ID	NA	0.26	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	1.0 (M); 0.8 (S)	NA	NA	0.8	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Chrysene (Q)	218-01-9	1.6 (S)	1.6 (S)	ID	NA	1.6	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	2.0 (M); 0.85	ID	NA	2.49	ID		<2.0		<2.0		<2.0	<2.0		<2.0	<2.0	<2.0	<2.0
Fluoranthene	206-44-0	210 (S)	210 (S)	1.6	NA	206	ID		<1.0		<1.0		<1.0	<1.0		<1.0	<1.0	<1.0	<1.0
Fluorene	86-73-7	880	2,000 (S)	12	25,000 (S)sol	1,980	ID		<5.0		<5.0		<5.0	<5.0		<5.0	<5.0	<5.0	<5.0
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	2.0 (M); 0.022 (S)	ID	NA	0.022	ID		<2.0		<2.0		<2.0	<2.0		<2.0	<2.0	<2.0	<2.0
2-Methylnaphthalene	91-57-6	260	750	19	25,000 (S)sol	24,600	ID		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Phenanthrene	85-01-8	52	150	2.0 (M); 1.7	1,200 (S)sol	1,000	ID		<2.0		<2.0		<2.0	<2.0		<2.0	<2.0	<2.0	<2.0
Pyrene	129-00-0	140 (S)	140 (S)	ID	140 (S)sol	135	ID		<5.0		<5.0		<5.0	<5.0		<5.0	<5.0	<5.0	<5.0
Metals																			
Arsenic	7440-38-2	10 (A)	10 (A)	10	NA	NA	ID									<5.0	<5.0	<5.0	
Barium (B)	7440-39-3	2,000 (A)	2,000 (A)	673.65 (G)	NA	NA	ID									<100	<100	<100	
Cadmium (B)	7440-43-9	5.0 (A)	5.0 (A)	3.02 (G,X)	NA	NA	ID									<1.0	<1.0	<1.0	
Chromium, Total	7440-47-3	100 (A)	100 (A)	11	NA	NA	ID									<10	<10	<10	
Copper (B)	7440-50-8	1,000 (E)	1,000 (E)	12.66 (G)	NA	NA	ID									<4.0	<4.0	<4.0	
Lead (B)	7439-92-1	4.0 (L)	4.0 (L)	34.17 (G,X)	NA	NA	ID									<3.0	<3.0	<3.0	
Mercury, Total	7439-97-6	2.0 (A)	2.0 (A)	0.0013	37nc	56	ID									<0.20	<0.20	<0.20	
Selenium (B)	7782-49-2	50 (A)	50 (A)	5.0	NA	NA	ID									<5.0	<5.0	<5.0	
Silver (B)	7440-22-4	34	98	0.2 (M); 0.06	NA	NA	ID									<0.20	<0.20	<0.20	
Zinc (B)	7440-66-6	2,400	5,000 (E)	166.57 (G)	NA	NA	ID									<50	<50	<50	
PCBs																			
PCB, Aroclor 1016	12674-11-2												<0.39						
PCB, Aroclor 1221	11104-28-2												<0.39						
PCB, Aroclor 1232	11141-16-5												<0.39						
PCB, Aroclor 1242	53469-21-9												<0.39						
PCB, Aroclor 1248	12672-29-6												<0.39						
PCB, Aroclor 1254	11097-69-1												<0.39						
PCB, Aroclor 1260	11096-82-5												<0.39						
PCB, Aroclor 1262	37324-23-5												<0.39						
PCB, Aroclor 1268	11100-14-4												<0.39						
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	0.5 (A)	0.5 (A)	0.2 (M); 2.6E-5		44.7	ID						<0.39						
Nonspecific Grouping																			
Cyanide, Total (P,R)	CNTOTAL	200 (A)	200 (A)	5.2		NA	ID												

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity Residential Groundwater
2) All results in micrograms per liter (µg/L).
3) Letters in criteria columns refers to Footnotes of the Criteria tables.
4) Blank cell indicates that constituent was not analyzed.
5) TW-13 had detected VOC(s) that were compared to the most restrictive Residential SSVIAC among Buildings #1, #3, and #5 (Table 1)
6) TW-17 had detected VOCs that were compared to Residential SSVIAC for Building #3 (Table 6)
7) TW-25 had detected VOCs that were compared to the most restrictive Residential SSVIAC among Buildings #4 and #6 (Table 15)
8) TW-3 and TW-30 had detetcted VOCs that were compared to Residential SSVIAC for Building 7 (Table 19)

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water (DW) Criteria
Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential VIAP SSTLs		Building 5		Building 7			
				Parcel 1					
			Sample Location	VP-19-22	VP-36-22	VP-1-22	VP-2-22	VP-3-22	VP-4-22
			Collection Date	9/30/2022	9/30/2022	9/28/2022	9/28/2022	9/28/2022	9/28/2022
Volatile Organic Compounds (VOCs)									
Acetone	67-64-1	1.0E+06 (EE)st		<57	**72**	<57	**67**	<57	**66**
Benzene	71-43-2	110ca		<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA		<2.7	<2.7	<2.7	<2.7	<2.7	<2.7
2-Butanone	78-93-3	NA		<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		**15**	<5.9	**5.9**	<5.9	<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41	<41	<41	<41	<41	<41
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA		<43	<43	<43	<43	<43	<43
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49	<49	<49	<49	<49	<49
Hexachlorobutadiene	87-68-3	NA		<5.1	<5.1	<5.1	<5.1	<5.1	<5.1
n-Hexane	110-54-3	24,000nc		<42	<42	<42	<42	<42	<42
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc		<29	<29	<29	<29	<29	**31**
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140	<140	<140	<140	<140	<140
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41	<41	<41	<41	**110**
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23	<23	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	<33	<33	<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		<1.6	<1.6	<1.6	**6.1**	<1.6	**540**
Trichlorofluoromethane	75-69-4	15,000nc		<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46	<46	<46	<46	<46	<46
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA		<52	<52	<52	<52	<52	<52
o-Xylene	95-47-6	NA		<52	<52	<52	<52	<52	<52
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)									
Acenaphthene	83-32-9	7,300nc			<5.0		<5.0	<5.0	<5.0
Acenaphthylene	208-96-8	7,300nc			<5.0		<5.0	<5.0	<5.0
Anthracene	120-12-7	35,000nc			<5.0		<5.0	<5.0	<5.0
Benzo(a)anthracene	56-55-3	5.8 (MM)mut			<2.0		<2.0	<2.0	<2.0
Fluorene	86-73-7	4,900nc			<5.0		<5.0	<5.0	<5.0
2-Methylnaphthalene	91-57-6	350nc			<5.0		<5.0	<5.0	<5.0
Naphthalene	91-20-3	25ca			<5.0		<5.0	<5.0	<5.0
Phenanthrene	85-01-8	3.5nc			<2.0		<2.0	<2.0	<2.0
Pyrene	129-00-0	3,500nc			<5.0		<5.0	<5.0	<5.0
Mercury									
Mercury	7439-97-6	10nc			<0.48		<0.49		

NOTES:
1) All results in micrograms percubic meter (µg/m^3).
2) Blank cell indicates that constituent was not analyzed.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits
Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential VIAP SSTLs		Building 7							
			Sample Location	VP-5-22	VP-6-22	VP-7-22	VP-8-22	VP-9-22	VP-10-22	VP-11-22	VP-12-22
			Collection Date	9/28/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022
Volatile Organic Compounds (VOCs)											
Acetone	67-64-1	1.0E+06 (EE)st		<57	<57	<57	**320**	**200**	**130**	<57	<57
Benzene	71-43-2	110ca		<19	<19	<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA		<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7
2-Butanone	78-93-3	NA		<35	<35	<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37	<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		**11**	**19**	<5.9	<5.9	<5.9	<5.9	<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	<12	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41	<41	<41	<41	<41	<41	<41	<41
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA		<43	<43	<43	<43	<43	<43	<43	<43
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49	<49	<49	<49	<49	<49	<49	<49
Hexachlorobutadiene	87-68-3	NA		<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1
n-Hexane	110-54-3	24,000nc		<42	<42	<42	<42	<42	<42	<42	<42
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc		**44**	**36**	<29	**91**	**72**	**47**	**43**	<29
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140	<140	<140	<140	<140	<140	<140	<140
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		<19	<19	<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51	<51	<51
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41	**99**	**78**	<41	<41	<41	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23	<23	<23	<23	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	**85**	<33	<33	<33	<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		**420**	<1.6	**20**	**62**	**3.1**	**1.9**	**4.8**	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	<34	<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46	<46	<46	<46	<46	<46	<46	<46
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA		<52	<52	<52	<52	<52	<52	<52	<52
o-Xylene	95-47-6	NA		<52	<52	<52	<52	<52	<52	<52	<52
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	<100	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)											
Acenaphthene	83-32-9	7,300nc						<5.0			
Acenaphthylene	208-96-8	7,300nc						<5.0			
Anthracene	120-12-7	35,000nc						<5.0			
Benzo(a)anthracene	56-55-3	5.8 (MM)mut						<2.0			
Fluorene	86-73-7	4,900nc						<5.0			
2-Methylnaphthalene	91-57-6	350nc						<5.0			
Naphthalene	91-20-3	25ca						<5.0			
Phenanthrene	85-01-8	3.5nc						<2.0			
Pyrene	129-00-0	3,500nc						<5.0			
Mercury											
Mercury	7439-97-6	10nc									

NOTES:
1) All results in micrograms percubic meter (µg/m^3).
2) Blank cell indicates that constituent was not analyzed.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits
Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

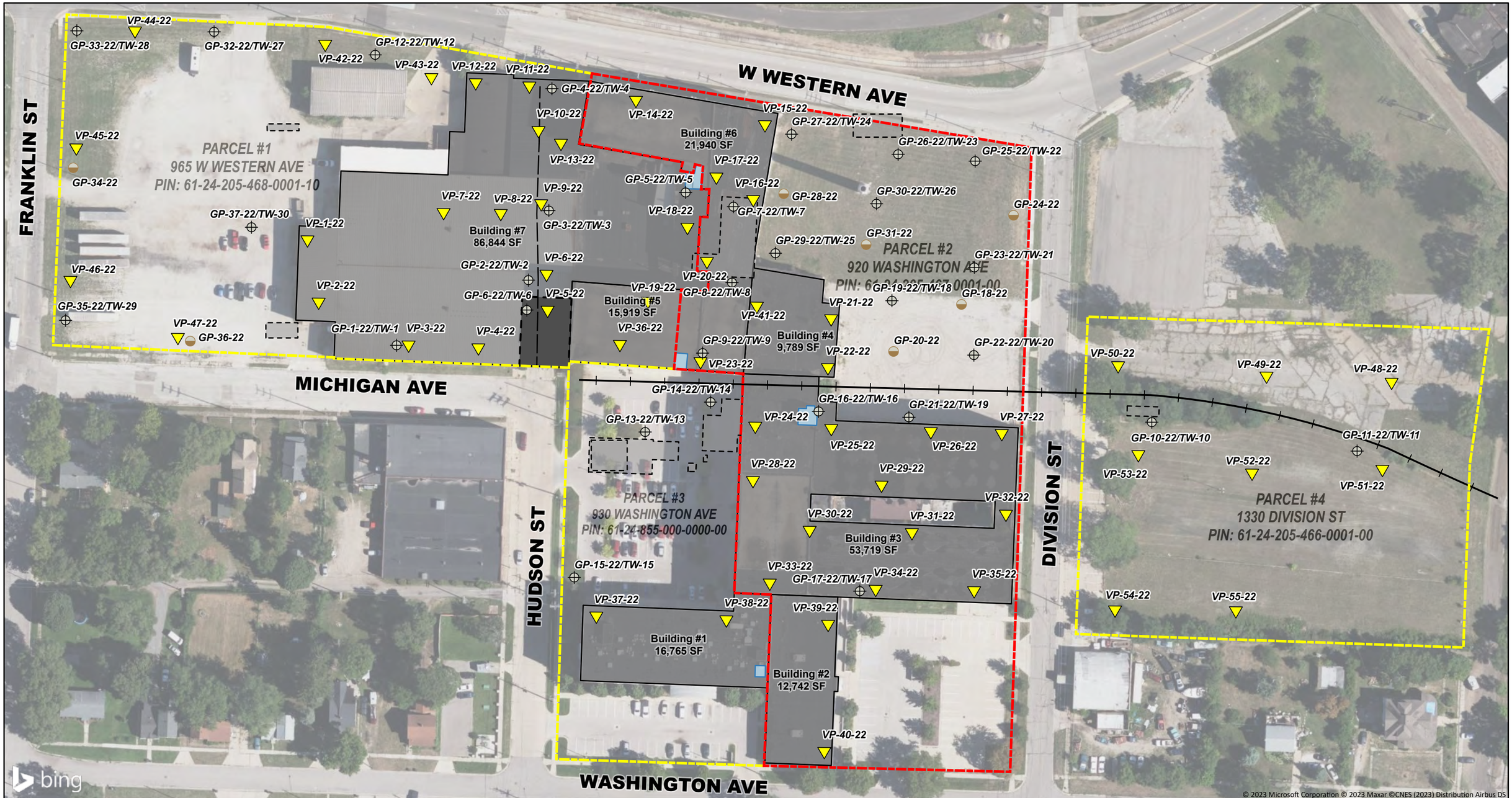
Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential VIAP SSTLs		Buidling 7		Parcel 1				Parcel 1	
			Sample Location	VP-13-22	VP-18-22	VP-42-22	VP-43-22	VP-44-22	VP-45-22	VP-46-22	VP-47-22
			Collection Date	9/29/2022	9/30/2022	11/7/2022	11/7/2022	11/7/2022	11/7/2022	11/7/2022	11/7/2022
Volatile Organic Compounds (VOCs)											
Acetone	67-64-1	1.0E+06 (EE)st		**270**	<57	<57	<57	**76**	<57	<57	<57
Benzene	71-43-2	110ca		<19	<19	<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA		<2.7	<2.7						
2-Butanone	78-93-3	NA		**75**	<35	<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37	<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		<5.9	<5.9	<5.9	<5.9	<5.9	<5.9	<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	**12**	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41	<41						
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA		<43	<43						
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49	<49						
Hexachlorobutadiene	87-68-3	NA		<5.1	<5.1						
n-Hexane	110-54-3	24,000nc		<42	<42						
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc		**49**	<29						
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140	<140						
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		<19	<19	<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51	<51	<51
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41	<41	**41**	<41	<41	<41	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23	**53**	<23	**200**	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	<33	<33	<33	<33	<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		**3.4**	**20**	<1.6	<1.6	<1.6	<1.6	<1.6	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	**36**	<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46	<46						
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	**33**	<29	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA		<52	<52						
o-Xylene	95-47-6	NA		<52	<52						
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	**170**	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)											
Acenaphthene	83-32-9	7,300nc			<5.0						
Acenaphthylene	208-96-8	7,300nc			<5.0						
Anthracene	120-12-7	35,000nc			<5.0						
Benzo(a)anthracene	56-55-3	5.8 (MM)mut			<2.0						
Fluorene	86-73-7	4,900nc			<5.0						
2-Methylnaphthalene	91-57-6	350nc			<5.0						
Naphthalene	91-20-3	25ca			<5.0						
Phenanthrene	85-01-8	3.5nc			<2.0						
Pyrene	129-00-0	3,500nc			<5.0						
Mercury											
Mercury	7439-97-6	10nc									

NOTES:
1) All results in micrograms percubic meter (µg/m^3).
2) Blank cell indicates that constituent was not analyzed.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits
Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).



LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

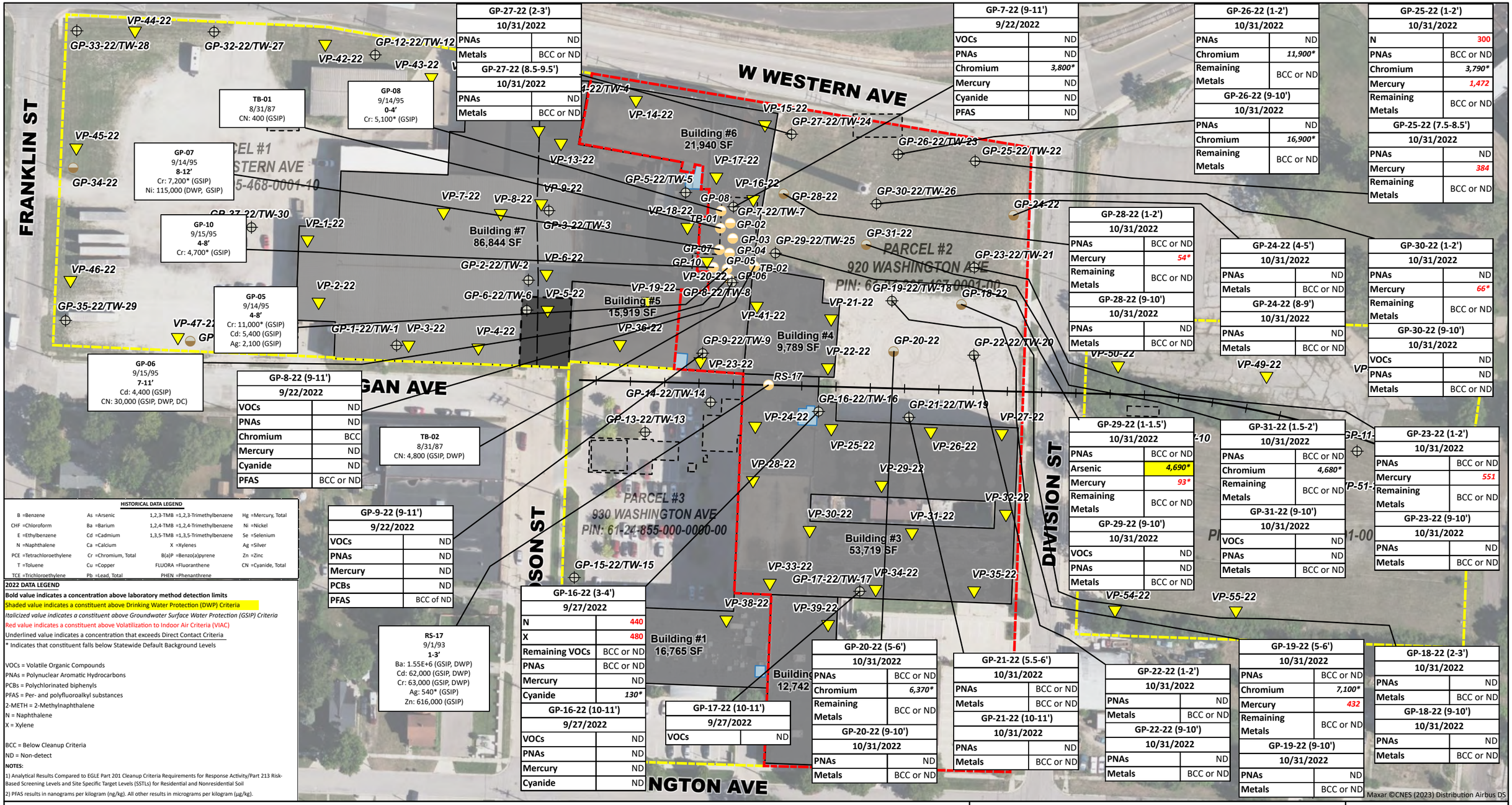
FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

ERG Environmental Resources Group
75 W. Walton Avenue • Suite C • Muskegon, MI 49440
Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY
920 WASHINGTON AVE, MUSKEGON, MI
SOIL BORING/TEMPORARY WELL/ VAPOR PIN LOCATION MAP
JOB NO.: 9657
BY: LJC DATE: 6/5/2023
FIGURE 3



GP-27-22 (2-3')	
10/31/2022	
PNAs	ND
Metals	BCC or ND
GP-27-22 (8.5-9.5')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-7-22 (9-11')	
9/22/2022	
VOCs	ND
PNAs	ND
Chromium	*3,800**
Mercury	ND
Cyanide	ND
PFAS	ND

GP-26-22 (1-2')	
10/31/2022	
PNAs	ND
Chromium	*11,900**
Remaining Metals	BCC or ND
GP-26-22 (9-10')	
10/31/2022	
PNAs	ND
Chromium	*16,900**
Remaining Metals	BCC or ND

GP-25-22 (1-2')	
10/31/2022	
N	300
PNAs	BCC or ND
Chromium	*3,790**
Mercury	*1,472*
Remaining Metals	BCC or ND
GP-25-22 (7.5-8.5')	
10/31/2022	
PNAs	ND
Mercury	*384*
Remaining Metals	BCC or ND

GP-28-22 (1-2')	
10/31/2022	
PNAs	BCC or ND
Mercury	*54**
Remaining Metals	BCC or ND
GP-28-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-24-22 (4-5')	
10/31/2022	
PNAs	ND
Metals	BCC or ND
GP-24-22 (8-9')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-30-22 (1-2')	
10/31/2022	
PNAs	ND
Mercury	*66**
Remaining Metals	BCC or ND
GP-30-22 (9-10')	
10/31/2022	
VOCs	ND
PNAs	ND
Metals	BCC or ND

GP-8-22 (9-11')	
9/22/2022	
VOCs	ND
PNAs	ND
Chromium	BCC
Mercury	ND
Cyanide	ND
PFAS	BCC or ND

GP-9-22 (9-11')	
9/22/2022	
VOCs	ND
PNAs	ND
Mercury	ND
PCBs	ND
PFAS	BCC of ND

GP-16-22 (3-4')	
9/27/2022	
N	440
X	480
Remaining VOCs	BCC or ND
PNAs	BCC or ND
Mercury	ND
Cyanide	*130**
GP-16-22 (10-11')	
9/27/2022	
VOCs	ND
PNAs	ND
Mercury	ND
Cyanide	ND

GP-17-22 (10-11')	
9/27/2022	
VOCs	ND

GP-20-22 (5-6')	
10/31/2022	
PNAs	BCC or ND
Chromium	*6,370**
Remaining Metals	BCC or ND
GP-20-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-21-22 (5.5-6')	
10/31/2022	
PNAs	BCC or ND
Metals	BCC or ND
GP-21-22 (10-11')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-22-22 (1-2')	
10/31/2022	
PNAs	ND
Metals	BCC or ND
GP-22-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-19-22 (5-6')	
10/31/2022	
PNAs	BCC or ND
Chromium	*7,100**
Mercury	*432*
Remaining Metals	BCC or ND
GP-19-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-18-22 (2-3')	
10/31/2022	
PNAs	ND
Metals	BCC or ND
GP-18-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

GP-29-22 (1-1.5')	
10/31/2022	
PNAs	BCC or ND
Arsenic	*4,690**
Mercury	*93**
Remaining Metals	BCC or ND
GP-29-22 (9-10')	
10/31/2022	
VOCs	ND
PNAs	ND
Metals	BCC or ND

GP-31-22 (1.5-2')	
10/31/2022	
PNAs	BCC or ND
Chromium	*4,680**
Remaining Metals	BCC or ND
GP-31-22 (9-10')	
10/31/2022	
VOCs	ND
PNAs	ND
Metals	BCC or ND

GP-23-22 (1-2')	
10/31/2022	
PNAs	BCC or ND
Mercury	*551*
Remaining Metals	BCC or ND
GP-23-22 (9-10')	
10/31/2022	
PNAs	ND
Metals	BCC or ND

HISTORICAL DATA LEGEND

B	=Benzene	As	=Arsenic	1,2,3-TMB	=1,2,3-Trimethylbenzene
CHF	=Chloroform	Ba	=Barium	1,2,4-TMB	=1,2,4-Trimethylbenzene
E	=Ethylbenzene	Cd	=Cadmium	1,3,5-TMB	=1,3,5-Trimethylbenzene
N	=Naphthalene	Ca	=Calcium	X	=Xylenes
PCE	=Tetrachloroethylene	Cr	=Chromium, Total	B(a)P	=Benzo(a)pyrene
T	=Toluene	Cu	=Copper	FLUORA	=Fluoranthene
TCE	=Trichloroethylene	Pb	=Lead, Total	PHEN	=Phenanthrene
Hg	=Mercury, Total				
Ni	=Nickel				
Se	=Selenium				
Ag	=Silver				
Zn	=Zinc				
CN	=Cyanide, Total				

2022 DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria

Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria

Red value indicates a constituent above Volatilization to Indoor Air Criteria (VIAC)

Underlined value indicates a concentration that exceeds Direct Contact Criteria

* Indicates that constituent falls below Statewide Default Background Levels

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
2-METH = 2-Methylnaphthalene
N = Naphthalene
X = Xylene

BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil

2) PFAS results in nanograms per kilogram (ng/kg). All other results in micrograms per kilogram (µg/kg).

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Historical Soil Boring
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Railroad Spur
- Site Buildings
- Former Site Features

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET

100 50 0 100 200 300

1 INCH = 100 FEET

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FORMER SHAW WALKER FURNITURE COMPANY

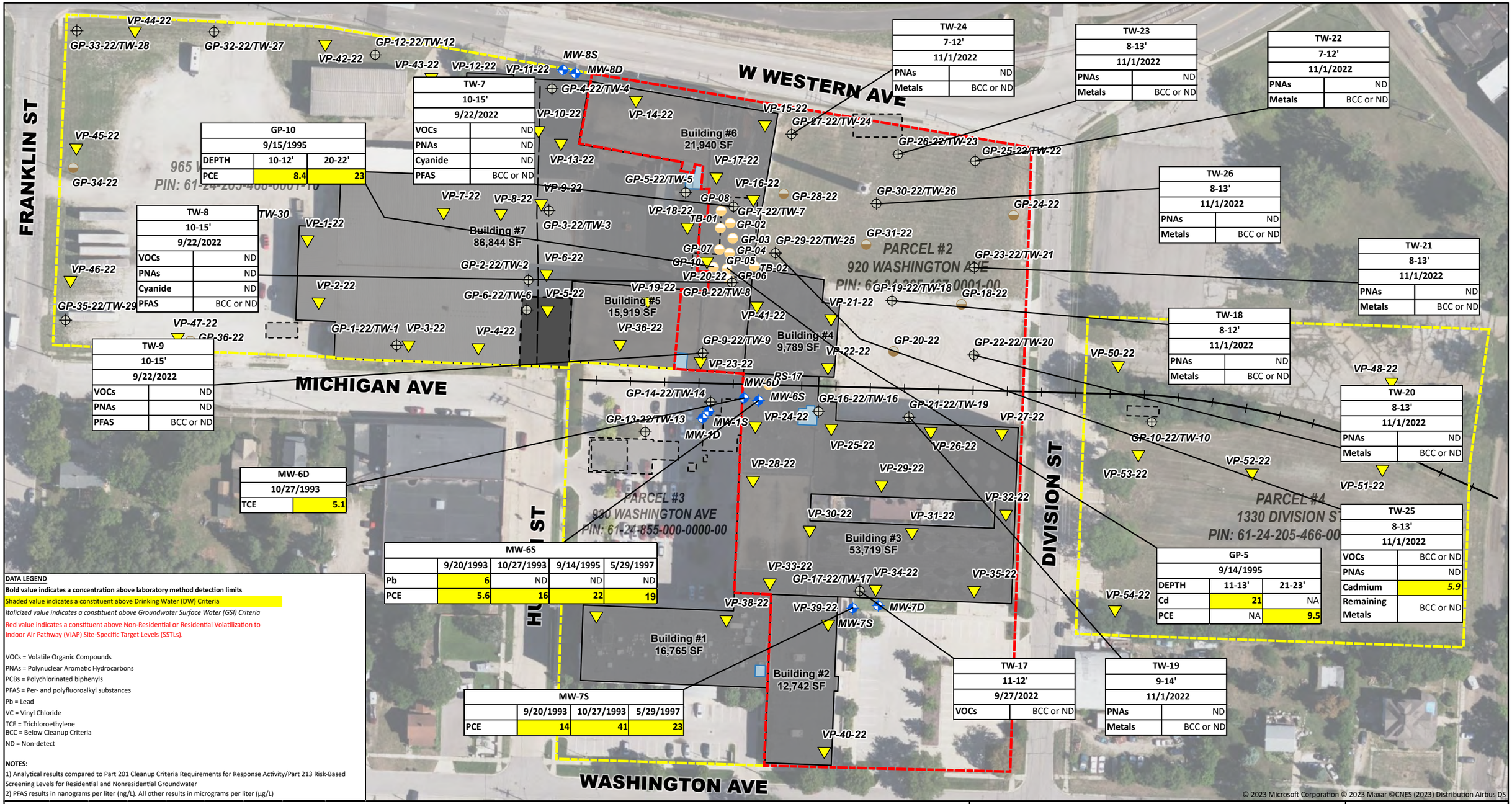
920 WASHINGTON AVE, MUSKEGON, MI

SOIL ANALYTICAL MAP

JOB NO.: 9657

BY: LJC DATE: 6/12/2023

FIGURE 4



DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water (DW) Criteria

Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria

Red value indicates a constituent above Non-Residential or Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
Pb = Lead
VC = Vinyl Chloride
TCE = Trichloroethylene
BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical results compared to Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels for Residential and Nonresidential Groundwater
2) PFAS results in nanograms per liter (ng/L). All other results in micrograms per liter (µg/L)

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Monitoring Wells (Abonmarche, 1993-95)
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

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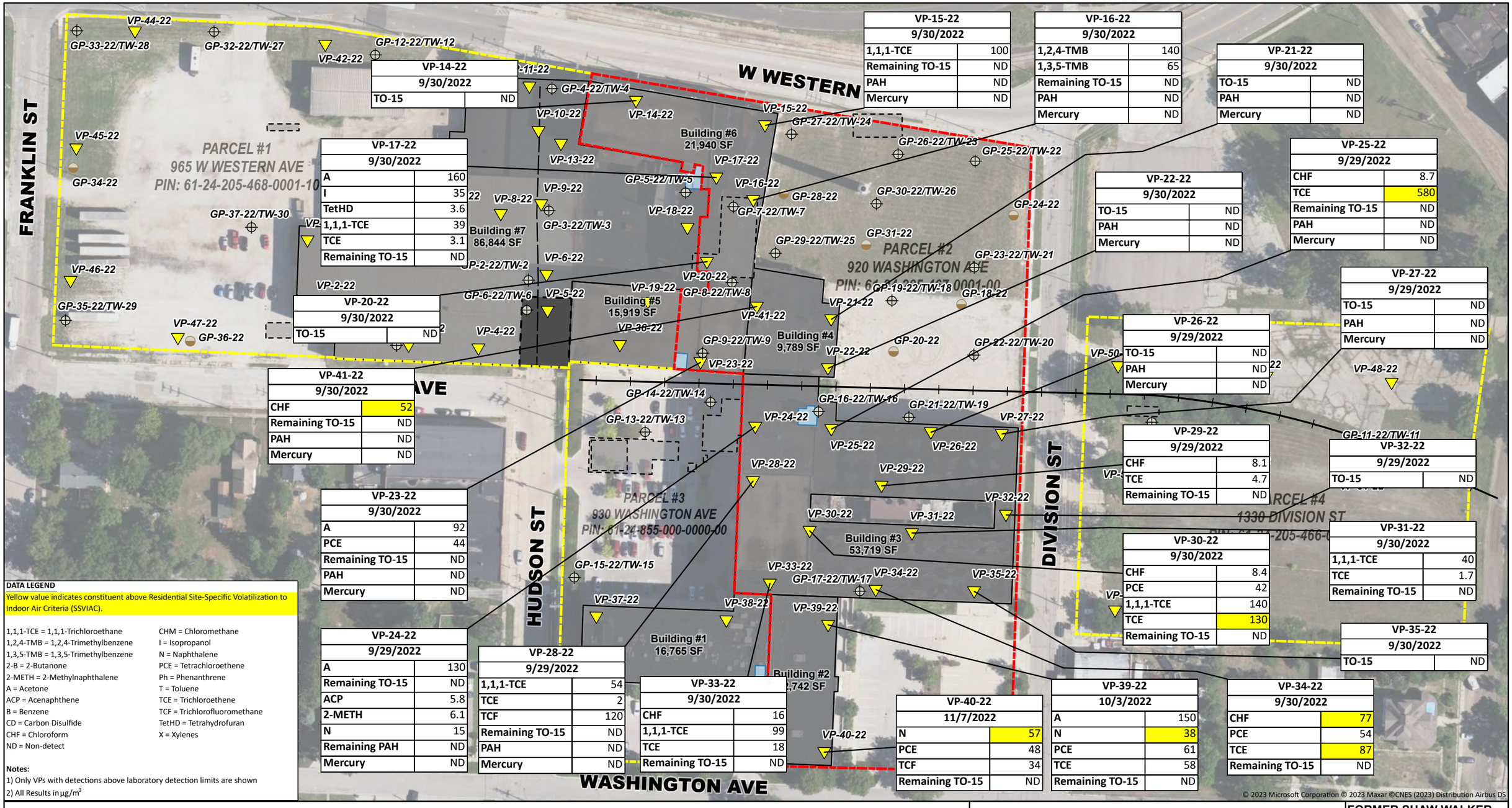
FORMER SHAW WALKER FURNITURE COMPANY
920 WASHINGTON AVE, MUSKEGON, MI
GROUNDWATER ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/12/2023
FIGURE 5



VP-15-22	
9/30/2022	
1,1,1-TCE	100
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-16-22	
9/30/2022	
1,2,4-TMB	140
1,3,5-TMB	65
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-21-22	
9/30/2022	
TO-15	ND
PAH	ND
Mercury	ND

VP-14-22	
9/30/2022	
TO-15	ND

VP-17-22	
9/30/2022	
A	160
I	35
TetHD	3.6
1,1,1-TCE	39
TCE	3.1
Remaining TO-15	ND

VP-22-22	
9/30/2022	
TO-15	ND
PAH	ND
Mercury	ND

VP-25-22	
9/29/2022	
CHF	8.7
TCE	580
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-20-22	
9/30/2022	
TO-15	ND

VP-27-22	
9/29/2022	
TO-15	ND
PAH	ND
Mercury	ND

VP-26-22	
9/29/2022	
TO-15	ND
PAH	ND
Mercury	ND

VP-41-22	
9/30/2022	
CHF	52
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-29-22	
9/29/2022	
CHF	8.1
TCE	4.7
Remaining TO-15	ND

VP-32-22	
9/29/2022	
TO-15	ND

VP-23-22	
9/30/2022	
A	92
PCE	44
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-30-22	
9/30/2022	
CHF	8.4
PCE	42
1,1,1-TCE	140
TCE	130
Remaining TO-15	ND

VP-31-22	
9/30/2022	
1,1,1-TCE	40
TCE	1.7
Remaining TO-15	ND

VP-35-22	
9/30/2022	
TO-15	ND

VP-24-22	
9/29/2022	
A	130
Remaining TO-15	ND
ACP	5.8
2-METH	6.1
N	15
Remaining PAH	ND
Mercury	ND

VP-28-22	
9/29/2022	
1,1,1-TCE	54
TCE	2
TCF	120
Remaining TO-15	ND
PAH	ND
Mercury	ND

VP-33-22	
9/30/2022	
CHF	16
1,1,1-TCE	99
TCE	18
Remaining TO-15	ND

VP-40-22	
11/7/2022	
N	57
PCE	48
TCF	34
Remaining TO-15	ND

VP-39-22	
10/3/2022	
A	150
N	38
PCE	61
TCE	58
Remaining TO-15	ND

VP-34-22	
9/30/2022	
CHF	77
PCE	54
TCE	87
Remaining TO-15	ND

DATA LEGEND

Yellow value indicates constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC).

1,1,1-TCE = 1,1,1-Trichloroethane
1,2,4-TMB = 1,2,4-Trimethylbenzene
1,3,5-TMB = 1,3,5-Trimethylbenzene
2-B = 2-Butanone
2-METH = 2-Methylnaphthalene
A = Acetone
ACP = Acenaphthene
B = Benzene
CD = Carbon Disulfide
CHF = Chloroform
ND = Non-detect
CHM = Chloromethane
I = Isopropanol
N = Naphthalene
PCE = Tetrachloroethene
Ph = Phenanthrene
T = Toluene
TCE = Trichloroethene
TCF = Trichlorofluoromethane
TetHD = Tetrahydrofuran
X = Xylenes

Notes:
1) Only VPs with detections above laboratory detection limits are shown
2) All Results in µg/m^3

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LEGEND

Soil Boring
Soil Boring/Temporary Well
Vapor Pin
Subject Parcel Boundary
Associated Former Shaw Walker Parcel Boundaries
Elevator
Former Site Features
Former Railroad Spur
Site Buildings

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

ERG Environmental Resources Group
75 W. Walton Avenue • Suite C • Muskegon, MI 49440
Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY
920 WASHINGTON AVE, MUSKEGON, MI
VAPOR ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/12/2023
FIGURE 6

APPENDIX 3

ANALYTICAL SUMMARY TABLES

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-7-22 (9-11')	GP-8-22 (9-11')	GP-9-22 (9-11')	GP-16-22 (3-4')	GP-16-22 (10-11')	GP-17-22 (10-11')	GP-18-22 (2-3')	GP-18-22 (9-10')	GP-19-22 (5-6')	GP-19-22 (9-10')	GP-20-22 (5-6')	GP-20-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/22/2022	9/22/2022	9/22/2022	9/27/2022	9/27/2022	9/27/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	9-11'	9-11'	9-11'	3-4'	10-11'	10-11'	2-3'	9-10'	5-6'	9-10'	5-6'	9-10'
Volatiles																			
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st		<1,000	<1,000	<1,000	<1,000	<1,000	<1,000						
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA		<110	<110	<120	<100	<100	<100						
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca		<50	<50	<50	<50	<50	<50						
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA		<100	<100	<100	<100	<100	<100						
Bromochloromethane	74-97-5					NA		<100	<100	<100	<100	<100	<100						
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca		<100	<100	<100	<100	<100	<100						
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA		<110	<110	<120	<120	<110	<130						
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA		<200	<200	<200	<200	<200	<200						
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA		<750	<750	<750	<750	<750	<750						
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc		<54	<55	<59	<50	<50	<50						
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc		<50	<50	<50	<50	<50	<50						
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc		<50	<50	<50	<50	<50	<50						
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc		<250	<250	<250	<250	<250	<250						
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA		<54	<55	<59	<50	<50	<50						
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA		<50	<50	<50	<50	<50	<50						
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc		<250	<250	<250	<250	<250	<250						
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca		<50	<50	<50	<50	<50	<50						
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA		<250	<250	<250	<250	<250	<250						
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA		<50	<50	<50	<50	<50	<50						
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA		<110	<110	<120	<100	<100	<100						
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA		<250	<250	<250	<250	<250	<250						
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA		<250	<250	<250	<250	<250	<250						
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA		<100	<100	<100	<100	<100	<100						
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA		<100	<100	<100	<100	<100	<100						
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA		<100	<100	<100	<100	<100	<100						
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA		<250	<250	<250	<250	<250	<250						
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca		<50	<50	<50	<50	<50	<50						
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca		<54	<55	<59	<50	<50	<50						
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc		<50	<50	<50	<50	<50	<50						
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc		<50	<50	<50	<50	<50	<50						
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc		<50	<50	<50	<50	<50	<50						
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA		<54	<55	<59	<50	<50	<50						
cis-1,3-Dichloropropylene	10061-01-5					NA		<54	<55	<59	<50	<50	<50						
trans-1,3-Dichloropropylene	10061-02-6					NA		<54	<55	<59	<50	<50	<50						
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca		<50	<50	<50	<50	<50	<50						
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca		<50	<50	<50	<60	<54	<67						
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA		<2,500	<2,500	<2,500	<2,500	<2,500	<2,500						
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca		<250	<250	<250	<250	<250	<250						
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca		<2,500	<2,500	<2,500	<2,500	<2,500	<2,500						
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st		<100	<100	<100	<100	<100	<100						
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca		<250	<250	<250	<250	<250	<250						
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<330	<330	<330	**440**	<330	<330	<300	<300	<300	<300	<300	<300
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev		<100	<100	<100	<100	<100	<100						
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca		<50	<50	<50	<50	<50	<50						
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA		<100	<100	<100	<100	<100	<100						
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA		<54	<55	<59	<60	<54	<67						
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st		<50	<50	<50	<50	<50	<50						
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc		<50	<50	<50	**140**	<50	<50						
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA		<250	<250	<250	<250	<250	<250						
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st		<50	<50	<50	<50	<50	<50						
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc		<54	<55	<59	<50	<50	<50						
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev		<50	<50	<50	<50	<50	<50						
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc		<100	<100	<100	<100	<100	<100						
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA		<100	<100	<100	<120	<110	<130						
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc		<100	<100	<100	**120**	<100	<100						
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc		<100	<100	<100	**180**	<100	<100						
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc		<100	<100	<100	<100	<100	<100						
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc		<300	<300	<300	**300**	<300	<300						
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut		<40	<40	<40	<40	<40	<40						
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc		<150	<150	<150	**480**	<150	<150						

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-7-22 (9-11')	GP-8-22 (9-11')	GP-9-22 (9-11')	GP-16-22 (3-4')	GP-16-22 (10-11')	GP-17-22 (10-11')	GP-18-22 (2-3')	GP-18-22 (9-10')	GP-19-22 (5-6')	GP-19-22 (9-10')	GP-20-22 (5-6')	GP-20-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/22/2022	9/22/2022	9/22/2022	9/27/2022	9/27/2022	9/27/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	9-11'	9-11'	9-11'	3-4'	10-11'	10-11'	2-3'	9-10'	5-6'	9-10'	5-6'	9-10'
Semivolatiles																			
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<330	<330	<330	<330	<330		<300	<300	<300	<300	<300	<300
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<330	<330	<330	**500**	<330		<300	<300	<300	<300	<300	<300
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<330	<330	<330	<330	<330		<300	<300	<300	<300	**300**	<300
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<330	<330	<330	**470**	<330		<300	<300	<300	<300	**900**	<300
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<330	<330	<330	<330	<330		<300	<300	<300	<300	**1,600**	<300
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<330	<330	<330	**480**	<330		<300	<300	**400**	<300	**1,900**	<300
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<330	<330	<330	<330	<330		<300	<300	<300	<300	**1,500**	<300
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<330	<330	<330	<330	<330		<300	<300	**400**	<300	**2,200**	<300
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<330	<330	<330	**460**	<330		<300	<300	<300	<300	**1,000**	<300
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<330	<330	<330	<330	<330		<300	<300	<300	<300	<300	<300
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<330	<330	<330	**950**	<330		<300	<300	**400**	<300	**1,800**	<300
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<330	<330	<330	<330	<330		<300	<300	<300	<300	<300	<300
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<330	<330	<330	<330	<330		<300	<300	<300	<300	**1,100**	<300
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<330	<330	<330	**500**	<330	<330	<300	<300	<300	<300	<300	<300
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<330	<330	<330	**1,200**	<330		<300	<300	**300**	<300	**1,200**	<300
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<330	<330	<330	**1,100**	<330		<300	<300	**400**	<300	**1,900**	<300
Metals																			
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA								**300**	**210**	**860**	**320**	**1,150**	<200
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA								**5,380**	**2,750**	**35,300**	**5,350**	**34,900**	**6,460**
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA								<200	<200	<200	<200	<200	<200
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA		***3,800****	**2,500**					**1,220**	**780**	***7,100****	**1,430**	***6,370****	**690**
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA													
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA								**530**	<500	**8,090**	**640**	**8,540**	<500
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA								**790**	**480**	**49,500**	**650**	**63,600**	**460**
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	<50	<50	<50	<50		<50	<50	***432***	<50	<50	<50
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA								<400	<400	<400	<400	<400	<400
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA								<200	<200	<200	<200	<200	<200
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA								**2,130**	**1,040**	**51,200**	**960**	**67,200**	<500
PCBs																			
PCB, Aroclor 1016	12674-11-2					NA				<100									
PCB, Aroclor 1221	11104-28-2					NA				<100									
PCB, Aroclor 1232	11141-16-5					NA				<100									
PCB, Aroclor 1242	53469-21-9					NA				<100									
PCB, Aroclor 1248	12672-29-6					NA				<100									
PCB, Aroclor 1254	11097-69-1					NA				<100									
PCB, Aroclor 1260	11096-82-5					NA				<100									
PCB, Aroclor 1262	37324-23-5					NA				<100									
PCB, Aroclor 1268	11100-14-4					NA				<100									
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA				<100									
Nonspecific Grouping																			
Cyanide (P,R)	57-12-5	390 (total)	100	4,000	12,000	NA		<100	<100		***130****	<100							

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calculator tool.
LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-21-22 (5.5-6')	GP-21-22 (10-11')	GP-22-22 (1-2')	GP-22-22 (9-10')	GP-23-22 (1-2')	GP-23-22 (9-10')	GP-24-22 (4-5')	GP-24-22 (8-9')	GP-25-22 (1-2')	GP-25-22 (7.5-8.5')	GP-26-22 (1-2')	GP-26-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	5.5-6'	10-11'	1-2'	9-10'	1-2'	9-10'	4-5'	8-9'	1-2'	7.5-8.5'	1-2'	9-10'
Volatiles																			
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st													
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA													
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca													
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA													
Bromochloromethane	74-97-5					NA													
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca													
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA													
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA													
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA													
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc													
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc													
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc													
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc													
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA													
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA													
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc													
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca													
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA													
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA													
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA													
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA													
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA													
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA													
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA													
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA													
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA													
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca													
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca													
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc													
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc													
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc													
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA													
cis-1,3-Dichloropropylene	10061-01-5					NA													
trans-1,3-Dichloropropylene	10061-02-6					NA													
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca													
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca													
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA													
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca													
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca													
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st													
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca													
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<300	<300	<300	<300	<300	<300	<300	<300	300	<300	<300	<300
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev													
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca													
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA													
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA													
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st													
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc													
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA													
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st													
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc													
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev													
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc													
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA													
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc													
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc													
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc													
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc													
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut													
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc													

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-21-22 (5.5-6')	GP-21-22 (10-11')	GP-22-22 (1-2')	GP-22-22 (9-10')	GP-23-22 (1-2')	GP-23-22 (9-10')	GP-24-22 (4-5')	GP-24-22 (8-9')	GP-25-22 (1-2')	GP-25-22 (7.5-8.5')	GP-26-22 (1-2')	GP-26-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	5.5-6'	10-11'	1-2'	9-10'	1-2'	9-10'	4-5'	8-9'	1-2'	7.5-8.5'	1-2'	9-10'
Semivolatiles																			
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<300	<300	<300	<300	**300**	<300	<300	<300	<300	<300	<300	<300
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<300	<300	<300	<300	**900**	<300	<300	<300	**600**	<300	<300	<300
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<300	<300	<300	<300	**800**	<300	<300	<300	**600**	<300	<300	<300
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		**400**	<300	<300	<300	**1,500**	<300	<300	<300	**1,000**	<300	<300	<300
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<300	<300	<300	<300	**400**	<300	<300	<300	<300	<300	<300	<300
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		**500**	<300	<300	<300	**1,700**	<300	<300	<300	**1,200**	<300	<300	<300
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		**300**	<300	<300	<300	**1,000**	<300	<300	<300	**600**	<300	<300	<300
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		**600**	<300	<300	<300	**1,800**	<300	<300	<300	**900**	<300	<300	<300
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<300	<300	<300	<300	**400**	<300	<300	<300	<300	<300	<300	<300
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<300	<300	<300	<300	<300	<300	<300	<300	**300**	<300	<300	<300
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		**500**	<300	<300	<300	**1,100**	<300	<300	<300	<300	<300	<300	<300
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		**400**	<300	<300	<300	**1,500**	<300	<300	<300	**700**	<300	<300	<300
Metals																			
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA		**200**	<200	**320**	<200	**920**	**410**	**220**	<200	**1,510**	**360**	**490**	**470**
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA		**6,860**	**2,610**	**9,350**	**3,180**	**32,700**	**5,710**	**2,720**	**2,710**	**82,200**	**6,180**	**3,620**	**5,790**
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA		<200	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA		**2,280**	<500	**840**	**850**	**2,400**	**1,270**	<500	<500	***3,790****	**1,420**	***11,900****	***16,900****
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA													
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA		**1,270**	<500	**1,690**	**730**	**7,030**	**630**	<500	**590**	**20,000**	**1,250**	**3,400**	**4,090**
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA		**2,700**	<300	**5,680**	**490**	**51,000**	**630**	**540**	**480**	**204,000**	**8,270**	**2,250**	**4,600**
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	<50	<50	<50	***551***	<50	<50	<50	***1,472***	***384***	<50	<50
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA		<400	<400	<400	<400	<400	<400	<400	<400	<400	<400	<400	<400
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA		<200	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA		**3,770**	<500	**10,800**	**1,200**	**45,000**	**1,080**	**1,660**	**900**	**71,800**	**5,330**	**10,500**	**13,000**
PCBs																			
PCB, Aroclor 1016	12674-11-2					NA													
PCB, Aroclor 1221	11104-28-2					NA													
PCB, Aroclor 1232	11141-16-5					NA													
PCB, Aroclor 1242	53469-21-9					NA													
PCB, Aroclor 1248	12672-29-6					NA													
PCB, Aroclor 1254	11097-69-1					NA													
PCB, Aroclor 1260	11096-82-5					NA													
PCB, Aroclor 1262	37324-23-5					NA													
PCB, Aroclor 1268	11100-14-4					NA													
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA													
Nonspecific Grouping																			
Cyanide (P,R)	57-12-5	390 (total)	100	4,000	12,000	NA													

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calcu

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-27-22 (2-3')	GP-27-22 (8.5-9.5')	GP-28-22 (1-2')	GP-28-22 (9-10')	GP-29-22 (1-1.5')	GP-29-22 (9-10')	GP-30-22 (1-2')	GP-30-22 (9-10')	GP-31-22 (1.5-2')	GP-31-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	2-3'	8.5-9.5'	1-2'	9-10'	1-1.5'	9-10'	1-2'	9-10'	1.5-2'	9-10'
Volatiles																	
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st							<1,000				
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA							<100				
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca							<50				
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA							<100				
Bromochloromethane	74-97-5					NA							<100				
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca							<100				
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA							<100				
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA							<200				
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA							<770				
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc							<50				
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc							<50				
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc							<50				
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc							<300				
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA							<50				
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA							<50				
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc							<300				
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca							<50				
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA							<300				
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA											
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA							<100				
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA											
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA							<300				
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA							<100				
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA							<100				
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA							<100				
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA							<300				
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca							<50				
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca							<50				
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc											
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc											
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc											
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA							<50				
cis-1,3-Dichloropropylene	10061-01-5					NA											
trans-1,3-Dichloropropylene	10061-02-6					NA											
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca							<50				
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca											
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA							<3,000				
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca							<300				
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca							<3,000				
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st							<100				
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca							<200				
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev							<50				
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca							<50				
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA							<100				
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA							<50				
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st											
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc							<50				
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA							<50				
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st							<50				
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc							<50				
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev											
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc							<100				
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA							<100				
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc							<50				
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc							<50				
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc							<50				
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc							<150				
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut							<50				
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc							<150				

Table 1A - Soil Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-27-22 (2-3')	GP-27-22 (8.5-9.5')	GP-28-22 (1-2')	GP-28-22 (9-10')	GP-29-22 (1-1.5')	GP-29-22 (9-10')	GP-30-22 (1-2')	GP-30-22 (9-10')	GP-31-22 (1.5-2')	GP-31-22 (9-10')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022	10/31/2022
							Depth	2-3'	8.5-9.5'	1-2'	9-10'	1-1.5'	9-10'	1-2'	9-10'	1.5-2'	9-10'
Semivolatiles																	
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<300	<300	<300	<300	**400**	<300	<300	<300	<300	<300
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<300	<300	<300	<300	**400**	<300	<300	<300	<300	<300
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<300	<300	<300	<300	**600**	<300	<300	<300	**300**	<300
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<300	<300	<300	<300	**700**	<300	<300	<300	**400**	<300
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<300	<300	<300	<300	**500**	<300	<300	<300	<300	<300
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<300	<300	**400**	<300	**1,000**	<300	<300	<300	<300	<300
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<300	<300	<300	<300	<300	<300	<300	<300	<300	<300
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<300	<300	<300	<300	**900**	<300	<300	<300	<300	<300
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<300	<300	**300**	<300	**900**	<300	<300	<300	<300	<300
Metals																	
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA		**870**	**250**	**2,180**	**260**	***4,690****	**290**	**1,280**	**310**	**1,930**	**340**
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA		**5,430**	**2,390**	**64,700**	**2,540**	**11,900**	**2,410**	**28,700**	**3,040**	**54,100**	**3,800**
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA		<200	<200	**220**	<200	<200	<200	**300**	<200	**280**	<200
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA		**2,420**	**730**	**3,170**	**630**	**1,570**	**1,040**	**1,860**	**1,120**	***4,680****	**1,460**
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA											
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA		**1,410**	<500	**13,000**	<500	**2,940**	<500	**5,130**	**570**	**13,300**	**830**
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA		**1,120**	**450**	**341,000**	**700**	**10,500**	**940**	**11,700**	**470**	**66,200**	**690**
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	<50	***54****	<50	***93****	<50	***66****	<50	<50	<50
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA		<400	<400	<400	<400	<400	<400	<400	<400	<400	<400
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA		<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA		**4,300**	**1,450**	**55,800**	**1,100**	**10,400**	**1,900**	**30,200**	**2,080**	**53,000**	**2,410**
PCBs																	
PCB, Aroclor 1016	12674-11-2					NA											
PCB, Aroclor 1221	11104-28-2					NA											
PCB, Aroclor 1232	11141-16-5					NA											
PCB, Aroclor 1242	53469-21-9					NA											
PCB, Aroclor 1248	12672-29-6					NA											
PCB, Aroclor 1254	11097-69-1					NA											
PCB, Aroclor 1260	11096-82-5					NA											
PCB, Aroclor 1262	37324-23-5					NA											
PCB, Aroclor 1268	11100-14-4					NA											
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA											
Nonspecific Grouping																	
Cyanide (P,R)	57-12-5	390 (total)	100	4,000	12,000	NA											

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calcu

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 1B - Soil Analytical - PFAS Constituents
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Protection Criteria	Nonresidential Drinking Water Protection Criteria	Groundwater Surface Water Interface Criteria	Residential Groundwater Volatilization to Indoor Air Inhalation Criteria	Nonresidential Groundwater Volatilization to Indoor Air Inhalation Criteria	Residential Direct Contact	Nonresidential Direct Contact	Sample Location	GP-7-22 (9-11')	GP-8-22 (9-11')	GP-9-22 (9-11')
									Collection Date	9/22/2022	9/22/2022	9/22/2022
									Depth	9-11'	9-11'	9-11'
PFAS												
ADONA	919005-14-4									<100	<100	<100
9Cl-PF3ONS	756426-58-1									<100	<100	<100
11Cl-PF3OUdS	763051-92-9									<100	<100	<100
N-EtFOSAA	2991-50-6									<26	<26	<27
FtS 4:2	757124-72-4									<26	<26	<27
FtS 6:2	27619-97-2									<26	<26	<27
FtS 8:2	39108-34-4									<26	<26	<27
HFPO-DA	13252-13-6									<100	<100	<100
N-MeFOSAA	2355-31-9									<26	<26	<27
PFBA	375-22-4									<50	<50	<50
PFBS	375-73-5									<26	<26	<27
PFBSA	30334-69-1									<26	<26	<27
PFDA	335-76-2									<100	<110	<110
PFDoA	307-55-1									<26	<26	<27
PFDS	335-77-3									<26	<26	<27
PFECHS	335-24-0									<26	<26	<27
PFHpA	375-85-9									<26	<26	<27
PFHpS	375-92-8									<26	<26	<27
PFHxA	307-24-4									<26	<26	<27
PFHxSA	41997-13-1									<26	<26	<27
PFHxS-Total	355-46-4									<31	<31	<32
PFNA	375-95-1									<26	<26	<27
PFNS	68259-12-1									<26	<26	<27
PFOA	335-67-1	NA	NA	10,000,000 (X)	NA	NA	NA	NA		<100	<110	<110
PFOSA	754-91-6									<26	<26	<27
PFOS-Total	1763-23-1	NA	NA	240 (X)	NA	NA	NA	NA		<32	<33	**180**
PFPeA	2706-90-3									<26	<26	<27
PFPeS	2706-91-4									<26	<26	<27
PFTeA	376-06-7									<100	<110	<110
PFTriA	72629-94-8									<26	**40**	<27
PFUnA	2058-94-8									<26	<26	<27

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels for Residential and Nonresidential Soil
2) All results in nanograms per kilogram (ng/kg) .
3) Letters in criteria columns refers to Footnotes of the Criteria tables.
4) Blank cell indicates that constituent was not analyzed.

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water (DW) Criteria
Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria
Red value indicates a constituent above Groundwater Volatilization to Indoor Air Inhalation Criteria (GVIIC)

Table 2A - Groundwater Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Residential SSVIAC for Building #1 (Table 1)	Residential SSVIAC for Building #3 (Table 6)	Residential SSVIAC for Building #6 (Table 15)	Non-Residential VIAP SSTLs for Building #7 (Table 19)	Sample Identification	TW-7	TW-8	TW-9	TW-17	TW-18	TW-19	TW-20	TW-21	TW-22	TW-23	TW-24	TW-25	TW-26
									Collection Date	9/22/2022	9/22/2022	9/22/2022	9/27/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022
									Screen Interval	10-15'	10-15'	10-15'	11-12'	8-12'	9-14'	8-13'	8-13'	7-12'	8-13'	7-12'	8-13'	8-13'
Volatiles																						
Acetone (I)	67-64-1	730	2,100	1,700	50,000 (FF)st	1.9E+07 (EE)st	2.3E+07 (EE)st	2.2E+08 (EE)st		<50	<50	<50	<50								<50	
Acrylonitrile (I)	107-13-1	2.6	11	2.0 (M); 1.2	NA	NA	NA	NA		<2.0	<2.0	<2.0	<2.0								<2.0	
Benzene (I)	71-43-2	5.0 (A)	5.0 (A)	200 (X)	1.0ca	23ca	26ca	570ca		<1.0	<1.0	<1.0	<1.0								<1.0	
Bromobenzene (I)	108-86-1	18	50	NA	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Bromochloromethane	74-97-5				NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Bromodichloromethane	75-27-4	80 (A,W)	80 (A,W)	ID	1.2ca	40ca	46ca	850nc		<1.0	<1.0	<1.0	**3.9**								<1.0	
Bromoform	75-25-2	80 (A,W)	80 (A,W)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Bromomethane	74-83-9	10	29	5.0 (M); 4.2	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
2-Butanone (MEK) (I)	78-93-3	13,000	38,000	2,200	NA	NA	NA	NA		<25	<25	<25	<25								<25	
n-Butylbenzene	104-51-8	80	230	ID	44nc	1,400nc	1,500nc	12,000 (S)sol		<1.0	<1.0	<1.0	<1.0								<1.0	
sec-Butylbenzene	135-98-8	80	230	ID	270nc	4,100nc	5,500nc	18,000 (S)sol		<1.0	<1.0	<1.0	<1.0								<1.0	
tert-Butylbenzene (I)	98-06-6	80	230	ID	7.7E-02 (M)nc	2.3nc	2.6nc	33nc		<1.0	<1.0	<1.0	<1.0								<1.0	
Carbon disulfide (I,R)	75-15-0	800	2,300	ID	92nc	1,500nc	1,700nc	25,000nc		<5.0	<5.0	<5.0	<5.0								<5.0	
Carbon tetrachloride	56-23-5	5.0 (A)	5.0 (A)	38 (X)	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Chlorobenzene (I)	108-90-7	100 (A)	100 (A)	25	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Chloroethane	75-00-3	430	1,700	1,100 (X)	620nc	11,000nc	12,000nc	1.7E+05nc		<5.0	<5.0	<5.0	<5.0								<5.0	
Chloroform	67-66-3	80 (A,W)	80 (A,W)	350	0.49 (M)ca	13ca	14ca	310ca		<1.0	<1.0	<1.0	**12**								<1.0	
Chloromethane (I)	74-87-3	260	1,100	ID	15nc	240nc	270nc	4,000nc		<5.0	<5.0	<5.0	<5.0								<5.0	
o-Chlorotoluene (I)	95-49-8	150	420	ID	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0									
Dibromochloromethane	124-48-1	80 (A,W)	80 (A,W)	ID	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
Dibromochloropropane	96-12-8	0.2 (A)	0.2 (A)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0									
Dibromomethane	74-95-3	80	230	NA	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
1,2-Dichlorobenzene	95-50-1	600 (A)	600 (A)	13	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
1,3-Dichlorobenzene	541-73-1	6.6	19	28	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
1,4-Dichlorobenzene	106-46-7	75 (A)	75 (A)	17	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Dichlorodifluoromethane	75-71-8	1,700	4,800	ID	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
1,1-Dichloroethane	75-34-3	880	2,500	740	4.7ca	110ca	130ca	2,700ca		<1.0	<1.0	<1.0	<1.0								<1.0	
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	5.0 (A)	360 (X)	1.4ca	34ca	39ca	840ca		<1.0	<1.0	<1.0	<1.0								<1.0	
cis-1,2-Dichloroethylene	156-59-2	70 (A)	70 (A)	620	3.4nc	79nc	88nc	1,200nc		<1.0	<1.0	<1.0	<1.0									
trans-1,2-Dichloroethylene	156-60-5	100 (A)	100 (A)	1,500 (X)	16nc	330nc	370nc	5,100nc		<1.0	<1.0	<1.0	<1.0									
1,1-Dichloroethylene (I)	75-35-4	7.0 (A)	7.0 (A)	130	18nc	280nc	310nc	4,300nc		<1.0	<1.0	<1.0	<1.0									
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	5.0 (A)	230 (X)	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
cis-1,3-Dichloropropylene	10061-01-5				NA	NA	NA	NA		<0.50	<0.50	<0.50	<0.50									
trans-1,3-Dichloropropylene	10061-02-6				NA	NA	NA	NA		<0.50	<0.50	<0.50	<0.50									
Ethylbenzene (I)	100-41-4	74 (E)	74 (E)	18	2.8ca	76ca	86ca	1,800ca		<1.0	<1.0	<1.0	<1.0								<1.0	
Ethylene dibromide	106-93-4	0.05 (A)	0.05 (A)	5.7 (X)	0.13ca	5.1ca	5.9ca	120ca		<1.0	<1.0	<1.0	<1.0									
2-Hexanone	591-78-6	1,000	2,900	ID	NA	NA	NA	NA		<50	<50	<50	<50								<50	
Isopropyl benzene	98-82-8	800	2,300	28	0.60 (M)ca	17ca	19ca	400ca		<5.0	<5.0	<5.0	<5.0								<5.0	
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	1,800	5,200	ID	200 (FF)st	2.7E+05 (EE)st	3.1E+05 (EE)st	2.8E+06 (EE)st		<50	<50	<50	<50								<50	
Methylene chloride	75-09-2	5.0 (A)	5.0 (A)	1,500 (X)	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
Methyl-tert-butyl ether (MTBE)	1634-04-4	40 (E)	40 (E)	7,100 (X)	250ca	6,700ca	7,600ca	1.6E+05ca		<5.0	<5.0	<5.0	<5.0								<5.0	
Naphthalene	91-20-3	520	1,500	11	4.2 (M)ca	130ca	140ca	3,000ca		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
n-Propylbenzene (I)	103-65-1	80	230	ID	43 (DD)dev	7,000 (DD)dev	7,900 (DD) dev	52,000 (S) (DD)sol		<1.0	<1.0	<1.0	<1.0								<1.0	
Styrene	100-42-5	100 (A)	100 (A)	80 (X)	33ca	940ca	1,100ca	23,000ca		<1.0	<1.0	<1.0	<1.0								<1.0	
1,1,1,2-Tetrachloroethane	630-20-6	77	320	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
1,1,2,2-Tetrachloroethane	79-34-5	8.5	35	78 (X)	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
Tetrachloroethylene	127-18-4	5.0 (A)	5.0 (A)	60 (X)	1.5 (FF)st	170 (EE)st	190 (EE)st	1,600 (EE)st		<1.0	<1.0	<1.0	<1.0								**1.0**	
Toluene (I)	108-88-3	790 (E)	790 (E)	270	300 (FF)st	38,000nc	43,000nc	5.3E+05 (S) (EE)sol		<1.0	<1.0	<1.0	<1.0								<1.0	
1,2,4-Trichlorobenzene	120-82-1	70 (A)	70 (A)	99 (X)	NA	NA	NA	NA		<5.0	<5.0	<5.0	<5.0								<5.0	
1,1,1-Trichloroethane	71-55-6	200 (A)	200 (A)	89	180 (FF)st	15,000 (EE)st	17,000 (EE)st	2.1E+05 (EE)st		<1.0	<1.0	<1.0	<1.0								<1.0	
1,1,2-Trichloroethane	79-00-5	5.0 (A)	5.0 (A)	330 (X)	0.47 (M)nc	14nc	16nc	200nc		<1.0	<1.0	<1.0	<1.0								<1.0	
Trichloroethylene	79-01-6	5.0 (A)	5.0 (A)	200 (X)	7.3E-02 (M) (DD) dev	10 (DD)dev	12 (DD)dev	110 (DD)dev		<1.0	<1.0	<1.0	<1.0								<1.0	
Trichlorofluoromethane	75-69-4	2,600	7,300	NA	22nc	200nc	230nc	3,000nc		<1.0	<1.0	<1.0	<1.0								<1.0	
1,2,3-Trichloropropane	96-18-4	42	120	NA	NA	NA	NA	NA		<1.0	<1.0	<1.0	<1.0								<1.0	
1,2,3-Trimethylbenzene	526-73-8				43 (JT)nc	1,400 (JT)nc	1,600 (JT)nc	20,000 (JT)nc		<1.0	<1.0	<1.0	<1.0								<1.0	
1,2,4-Trimethylbenzene (I)	95-63-6	63 (E)	63 (E)	17	25 (JT)nc	760 (JT)nc	860 (JT)nc	11,000 (JT)nc		<1.0	<1.0	<1.0	<1.0								<1.0	
1,3,5-Trimethylbenzene (I)	108-67-8	72 (E)	72 (E)	45	18 (JT)nc	540 (JT)nc	610 (JT)nc	7,900 (JT)nc		<1.0	<1.0	<1.0	<1.0								<1.0	
Vinyl chloride	75-01-4	2.0 (A)	2.0 (A)	13 (X)	0.12 (MM) (M)mut	1.5 (MM)mut	1.7 (MM) mut	140ca		<1.0	<1.0	<1.0	<1.0								<1.0	
Xylenes (I)	1330-20-7	280 (E)	280 (E)	49	75 (J)nc	2,000 (J)nc	2,300 (J)nc	30,000 (J)nc		<3.0	<3.0	<3.0	<3.0								<3.0	

Table 2A - Groundwater Analytical - All Constituents Excluding PFAS
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Residential SSVIAC for Building #1 (Table 1)	Residential SSVIAC for Building #3 (Table 6)	Residential SSVIAC for Building #6 (Table 15)	Non-Residential VIAP SSTLs for Building #7 (Table 19)	Sample Identification	TW-7	TW-8	TW-9	TW-17	TW-18	TW-19	TW-20	TW-21	TW-22	TW-23	TW-24	TW-25	TW-26
									Collection Date	9/22/2022	9/22/2022	9/22/2022	9/27/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022	11/1/2022
									Screen Interval	10-15'	10-15'	10-15'	11-12'	8-12'	9-14'	8-13'	8-13'	7-12'	8-13'	7-12'	8-13'	8-13'
Semivolatiles																						
Acenaphthene	83-32-9	1,300	3,800	38	3,900 (S)sol	3,900 (S)sol	3,900 (S)sol	3,900 (S)sol		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Acenaphthylene	208-96-8	52	150	ID	65nc	65 (CC)nc	65 (CC)nc	1,000 (CC)nc		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Anthracene	120-12-7	43 (S)	43 (S)	ID	43 (S)sol	43 (S)sol	43 (S)sol	43 (S)sol		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Benzo(a)anthracene (Q)	56-55-3	2.1	8.5	ID	9.4 (S) (MM)sol	9.4 (S) (MM) sol	9.4 (S) (MM) sol	9.4 (S)sol		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	5.0 (A)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	1.5 (S, AA)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.26 (S)	1.0 (M); 0.26 (S)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	1.0 (M); 0.8 (S)	NA	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Chrysene (Q)	218-01-9	1.6 (S)	1.6 (S)	ID	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	2.0 (M); 0.85	ID	NA	NA	NA	NA		<2.0	<2.0	<2.0		<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Fluoranthene	206-44-0	210 (S)	210 (S)	1.6	NA	NA	NA	NA		<1.0	<1.0	<1.0		<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
Fluorene	86-73-7	880	2,000 (S)	12	66nc	2,200nc	2,500nc	25,000 (S)sol		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	2.0 (M); 0.022 (S)	ID	NA	NA	NA	NA		<2.0	<2.0	<2.0		<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
2-Methylnaphthalene	91-57-6	260	750	19	66nc	2,200nc	2,500nc	25,000 (S)sol		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Phenanthrene	85-01-8	52	150	2.0 (M); 1.7	9.5nc	220nc	290nc	1,200 (S)sol		<2.0	<2.0	<2.0		<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Pyrene	129-00-0	140 (S)	140 (S)	ID	140 (S)sol	140 (S)sol	140 (S)sol	140 (S)sol		<5.0	<5.0	<5.0		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Metals																						
Arsenic	7440-38-2	10 (A)	10 (A)	10	NA	NA	NA	NA						<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	**4.0**	<2.0	<2.0
Barium (B)	7440-39-3	2,000 (A)	2,000 (A)	673.65 (G)	NA	NA	NA	NA						**73**	**25**	**20**	**52**	**32**	**35**	**43**	**71**	**41**
Cadmium (B)	7440-43-9	5.0 (A)	5.0 (A)	3.02 (G,X)	NA	NA	NA	NA						<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	***5.9***	<0.50
Chromium, Total	7440-47-3	100 (A)	100 (A)	11	NA	NA	NA	NA						<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	**7.0**	<5.0
Copper (B)	7440-50-8	1,000 (E)	1,000 (E)	12.66 (G)	NA	NA	NA	NA						**5.0**	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Lead (B)	7439-92-1	4.0 (L)	4.0 (L)	34.17 (G,X)	NA	NA	NA	NA						<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0	<3.0
Mercury, Total	7439-97-6	2.0 (A)	2.0 (A)	0.0013	8.8E-02nc	2.5nc	2.8nc	37nc						<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20	<0.20
Selenium (B)	7782-49-2	50 (A)	50 (A)	5.0	NA	NA	NA	NA						<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Silver (B)	7440-22-4	34	98	0.2 (M); 0.06	NA	NA	NA	NA						<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Zinc (B)	7440-66-6	2,400	5,000 (E)	166.57 (G)	NA	NA	NA	NA						<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
PCBs																						
PCB, Aroclor 1016	12674-11-2																					
PCB, Aroclor 1221	11104-28-2																					
PCB, Aroclor 1232	11141-16-5																					
PCB, Aroclor 1242	53469-21-9																					
PCB, Aroclor 1248	12672-29-6																					
PCB, Aroclor 1254	11097-69-1																					
PCB, Aroclor 1260	11096-82-5																					
PCB, Aroclor 1262	37324-23-5																					
PCB, Aroclor 1268	11100-14-4																					
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	0.5 (A)	0.5 (A)	0.2 (M); 2.6E-5																		
Nonspecific Grouping																						
Cyanide, Total (P,R)	CNTOTAL	200 (A)	200 (A)	5.2						<5.0	<5.0											

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity Residential Groundwater
2) All results in micrograms per liter (µg/L).
3) Letters in criteria columns refers to Footnotes of the Criteria tables.
4) Blank cell indicates that constituent was not analyzed.
5) TW-13 had detected VOC(s) that were compared to the most restrictive Residential SSVIAC among Buildings #1, #3, and #5 (Table 1)
6) TW-17 had detected VOCs that were compared to Residential SSVIAC for Building #3 (Table 6)
7) TW-25 had detected VOCs that were compared to the most restrictive Residential SSVIAC among Buildings #4 and #6 (Table 15)
8) TW-3 and TW-30 had detetcted VOCs that were compared to Residential SSVIAC for Building 7 (Table 19)

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water (DW) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Interface (GSI) Criteria
Red value indicates a constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)

Table 2B - Groundwater Analytical - PFAS Constituents
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Non-Residential Drinking Water Criteria	Sample Identification	TW-7	TW-8	TW-9
				Collection Date	9/22/2022	9/22/2022	9/22/2022
				Screen Interval	10-15'	10-15'	10-15'
PFAS							
ADONA	919005-14-4				<0.001	<0.001	<0.001
9Cl-PF3ONS	756426-58-1				<0.001	<0.001	<0.001
11Cl-PF3OUdS	763051-92-9				<0.001	<0.001	<0.001
N-EtFOSAA	2991-50-6				<0.001	<0.001	<0.001
FtS 4:2	757124-72-4				<0.001	<0.001	<0.001
FtS 6:2	27619-97-2				<0.001	<0.001	<0.001
FtS 8:2	39108-34-4				<0.001	<0.001	<0.001
HFPO-DA	13252-13-6	0.37 (A)	0.37 (A)		<0.001	<0.001	<0.001
N-MeFOSAA	2355-31-9				<0.001	<0.001	<0.001
PFBA	375-22-4				**0.0035**	**0.008**	**0.0057**
PFBS	375-73-5	0.42 (A)	0.42 (A)		**0.0031**	**0.005**	**0.0028**
PFBSA	30334-69-1				<0.001	<0.001	<0.001
PFDA	335-76-2				<0.001	<0.001	<0.001
PFDoA	307-55-1				<0.001	<0.001	<0.001
PFDS	335-77-3				<0.001	<0.001	<0.001
PFECHS	335-24-0				<0.001	<0.001	<0.001
PFHpA	375-85-9				<0.001	**0.0022**	**0.0021**
PFHpS	375-92-8				<0.001	<0.001	<0.001
PFHxA	307-24-4	400 (A)	400 (A)		<0.001	**0.0058**	**0.0023**
PFHxSA	41997-13-1				<0.001	<0.001	<0.001
PFHxS-Total	355-46-4	0.051 (A)	0.051 (A)		**0.0014**	**0.0024**	**0.002**
PFNA	375-95-1	0.006 (A)	0.006 (A)		<0.001	<0.001	<0.001
PFNS	68259-12-1				<0.001	<0.001	<0.001
PFOA	335-67-1	0.008 (A)	0.008 (A)		**0.0013**	**0.001**	**0.0043**
PFOSA	754-91-6				<0.001	<0.001	<0.001
PFOS-Total	1763-23-1	0.016 (A)	0.016 (A)		**0.0022**	**0.002**	**0.0025**
PFPeA	2706-90-3				<0.001	**0.003**	**0.0029**
PFPeS	2706-91-4				<0.001	<0.001	<0.001
PFTeA	376-06-7				<0.001	<0.001	<0.001
PFTriA	72629-94-8				<0.001	<0.001	<0.001
PFUnA	2058-94-8				<0.001	<0.001	<0.001

NOTES:
1) Analytical Results Compared to the Part 201 Generic Cleanup Criteria for Groundwater.
2) All results in micrograms per kilogram (ug/L).

LEGEND:
Bold value indicates a concentration above laboratory method detection limits

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential SSVIAC		Building 2		Building 3											
			Sample Location	VP-39-22	VP-40-22	VP-24-22	VP-25-22	VP-26-22	VP-27-22	VP-28-22	VP-29-22	VP-30-22	VP-31-22	VP-32-22	VP-33-22	VP-34-22	VP-35-22
			Collection Date	10/3/2022	11/7/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/30/2022	9/30/2022	9/29/2022	9/30/2022	9/30/2022	9/30/2022
Volatile Organic Compounds (VOCs)																	
Acetone	67-64-1	1.0E+06 (EE)st		**150**	<57	**130**	<57	<57	<57	<57	<57	<57	<57	<57	<57	<57	<57
Benzene	71-43-2	110ca		<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62	<62	<62	<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA		<2.7		<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7
2-Butanone	78-93-3	NA		<35	<35	<35	<35	<35	<35	<35	<35	<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37	<37	<37	<37	<37	<37	<37	<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16	<16	<16	<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		<5.9	<5.9	<5.9	**8.7**	<5.9	<5.9	<5.9	**8.1**	**8.4**	<5.9	<5.9	**16**	**77**	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41		<41	<41	<41	<41	<41	<41	<41	<41	<41	<41	<41	<41
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA		<43		<43	<43	<43	<43	<43	<43	<43	<43	<43	<43	<43	<43
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49		<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49
Hexachlorobutadiene	87-68-3	NA		<5.1		<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1
n-Hexane	110-54-3	24,000nc		<42		<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc		<29		<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140		<140	<140	<140	<140	<140	<140	<140	<140	<140	<140	<140	<140
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		**38**	**57**	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51	<51	<51	<51	<51	<51	<51	<51	<51

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential SSVIAC		Building 2		Building 3											
			Sample Location	VP-39-22	VP-40-22	VP-24-22	VP-25-22	VP-26-22	VP-27-22	VP-28-22	VP-29-22	VP-30-22	VP-31-22	VP-32-22	VP-33-22	VP-34-22	VP-35-22
			Collection Date	10/3/2022	11/7/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/29/2022	9/30/2022	9/30/2022	9/29/2022	9/30/2022	9/30/2022	9/30/2022
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		**61**	**48**	<41	<41	<41	<41	<41	<41	**42**	<41	<41	<41	**54**	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89	<89	<89	<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	<33	<33	<33	<33	**54**	<33	**140**	**40**	<33	**99**	<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		**58**	<1.6	<1.6	**580**	<1.6	<1.6	**2.0**	**4.7**	**130**	**1.7**	<1.6	**18**	**87**	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	**34**	<34	<34	<34	<34	**120**	<34	<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46		<46	<46	<46	<46	<46	<46	<46	<46	<46	<46	<46	<46
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA		<52		<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52
o-Xylene	95-47-6	NA		<52		<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52	<52
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)																	
Acenaphthene	83-32-9	7,300nc				**5.8**	<5.0	<5.0	<5.0	<5.0							
Acenaphthylene	208-96-8	7,300nc				<5.0	<5.0	<5.0	<5.0	<5.0							
Anthracene	120-12-7	35,000nc				<5.0	<5.0	<5.0	<5.0	<5.0							
Benzo(a)anthracene	56-55-3	5.8 (MM)mut				<2.0	<2.0	<2.0	<2.0	<2.0							
Fluorene	86-73-7	4,900nc				<5.0	<5.0	<5.0	<5.0	<5.0							
2-Methylnaphthalene	91-57-6	350nc				**6.1**	<5.0	<5.0	<5.0	<5.0							
Naphthalene	91-20-3	25ca				**15**	<5.0	<5.0	<5.0	<5.0							
Phenanthrene	85-01-8	3.5nc				<2.0	<2.0	<2.0	<2.0	<2.0							
Pyrene	129-00-0	3,500nc				<5.0	<5.0	<5.0	<5.0	<5.0							
Mercury																	
Mercury	7439-97-6	10nc				<0.47	<0.49	<0.49	<0.51	<0.51							

NOTES:

1) All results in micrograms percubic meter (µg/m^3).

2) Blank cell indicates that constituent was not analyzed.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits

Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential SSVIAC		Building 4			Building 5	Building 6				
							Parcel 2					
			Sample Location	VP-21-22	VP-22-22	VP-41-22	VP-23-22	VP-14-22	VP-15-22	VP-16-22	VP-17-22	VP-20-22
			Collection Date	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022
Volatile Organic Compounds (VOCs)												
Acetone	67-64-1	1.0E+06 (EE)st		<57	<57	<57	**92**	<57	<57	<57	**160**	<57
Benzene	71-43-2	110ca		<19	<19	<19	<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA		<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7	<2.7
2-Butanone	78-93-3	NA		<35	<35	<35	<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37	<37	<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		<5.9	<5.9	**52**	<5.9	<5.9	<5.9	<5.9	<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	<12	<12	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41	<41	<41	<41	<41	<41	<41	<41	<41
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA		<43	<43	<43	<43	<43	<43	<43	<43	<43
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49	<49	<49	<49	<49	<49	<49	<49	<49
Hexachlorobutadiene	87-68-3	NA		<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1	<5.1
n-Hexane	110-54-3	24,000nc		<42	<42	<42	<42	<42	<42	<42	<42	<42
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc		<29	<29	<29	<29	<29	<29	<29	**35**	<29
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140	<140	<140	<140	<140	<140	<140	<140	<140
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		<19	<19	<19	<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51	<51	<51	<51

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential SSVIAC		Building 4			Building 5	Building 6				
							Parcel 2					
			Sample Location	VP-21-22	VP-22-22	VP-41-22	VP-23-22	VP-14-22	VP-15-22	VP-16-22	VP-17-22	VP-20-22
			Collection Date	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022	9/30/2022
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41	<41	**44**	<41	<41	<41	<41	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	**3.6**	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23	<23	<23	<23	<23	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	<33	<33	<33	**100**	<33	**39**	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		<1.6	<1.6	<1.6	<1.6	<1.6	<1.6	<1.6	**3.1**	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	<34	<34	<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46	<46	<46	<46	<46	<46	<46	<46	<46
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	**140**	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	**65**	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA		<52	<52	<52	<52	<52	<52	<52	<52	<52
o-Xylene	95-47-6	NA		<52	<52	<52	<52	<52	<52	<52	<52	<52
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	<100	<100	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)												
Acenaphthene	83-32-9	7,300nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Acenaphthylene	208-96-8	7,300nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Anthracene	120-12-7	35,000nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Benzo(a)anthracene	56-55-3	5.8 (MM)mut		<2.0	<2.0	<2.0	<2.0		<2.0	<2.0		
Fluorene	86-73-7	4,900nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
2-Methylnaphthalene	91-57-6	350nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Naphthalene	91-20-3	25ca		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Phenanthrene	85-01-8	3.5nc		<2.0	<2.0	<2.0	<2.0		<2.0	<2.0		
Pyrene	129-00-0	3,500nc		<5.0	<5.0	<5.0	<5.0		<5.0	<5.0		
Mercury												
Mercury	7439-97-6	10nc		<0.45	<0.50	<0.49	<0.47		<0.51	<0.48		

NOTES:

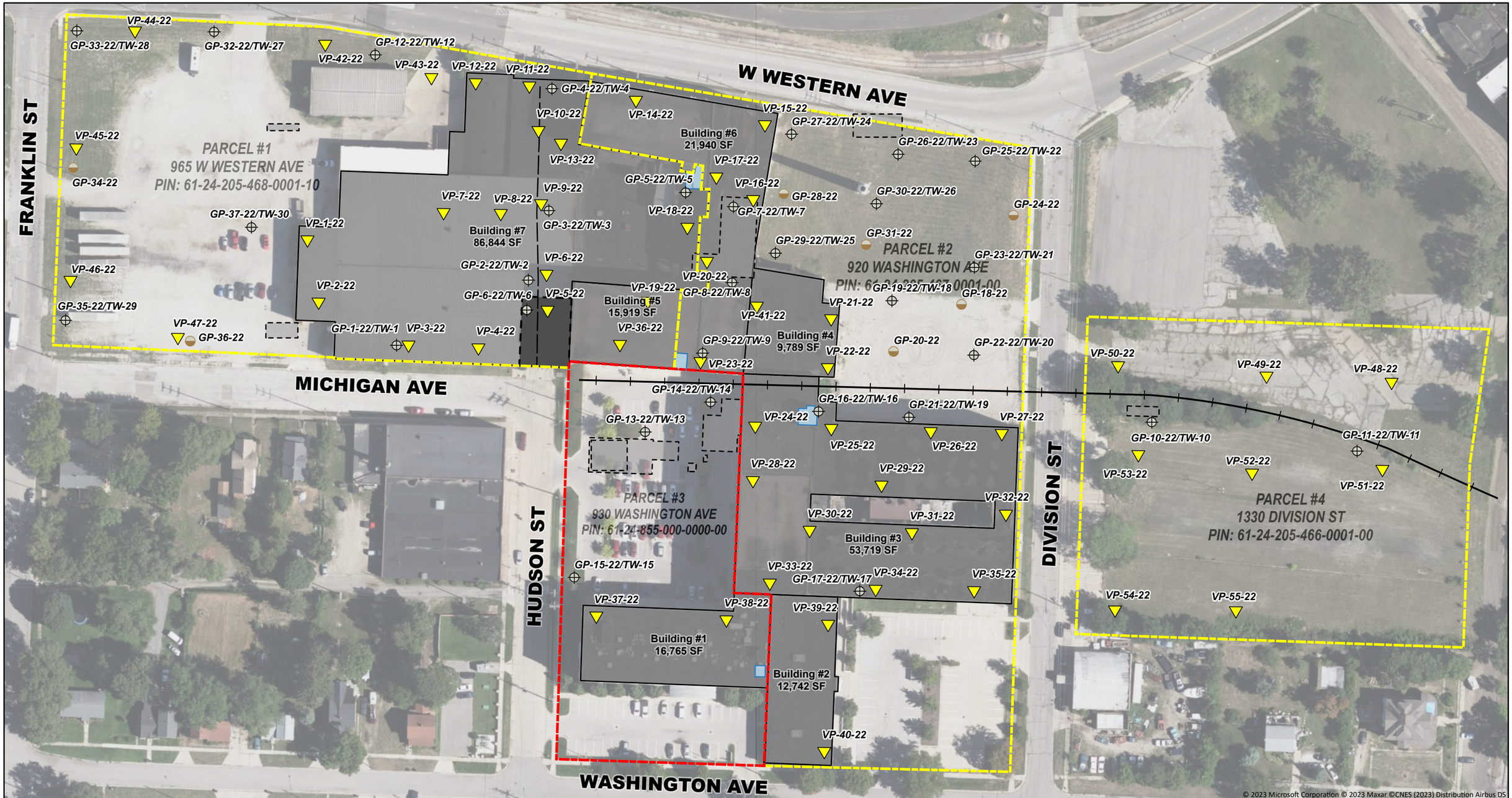
1) All results in micrograms percubic meter (µg/m^3).

2) Blank cell indicates that constituent was not analyzed.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits

Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).



LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

N

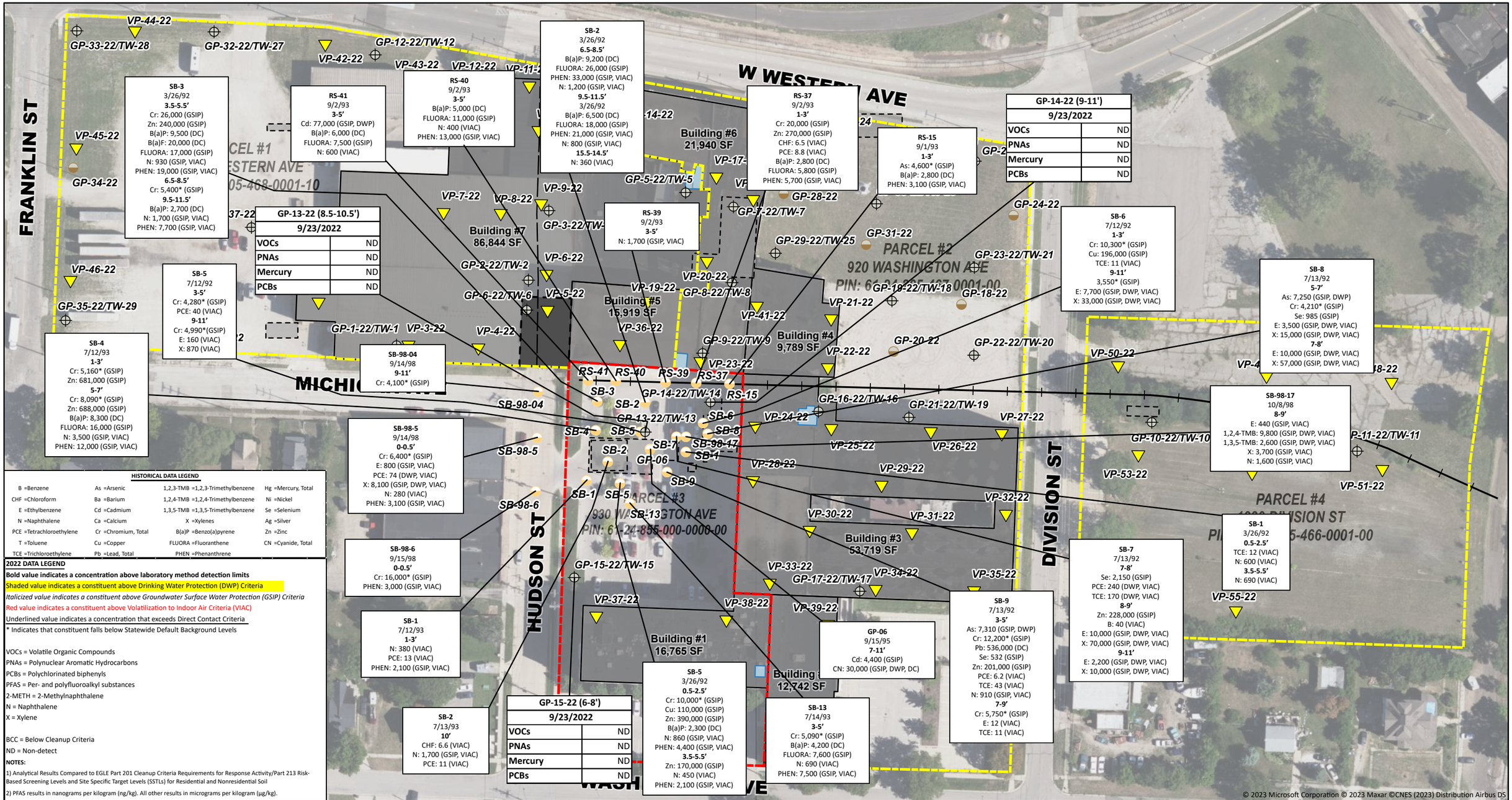
FEET

100 50 0 100 200 300

1 INCH = 100 FEET

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

FORMER SHAW WALKER FURNITURE COMPANY
930 WASHINGTON AVE, MUSKEGON, MI
SOIL BORING/TEMPORARY WELL/ VAPOR PIN LOCATION MAP
JOB NO.: 9657
BY: LJC DATE: 6/5/2023
FIGURE 3



HISTORICAL DATA LEGEND

B =Benzene	As =Arsenic	1,2,3-TMB =1,2,3-Trimethylbenzene	Hg =Mercury, Total
CHF =Chloroform	Ba =Barium	1,2,4-TMB =1,2,4-Trimethylbenzene	Ni =Nickel
E =Ethylbenzene	Cd =Cadmium	1,3,5-TMB =1,3,5-Trimethylbenzene	Se =Selenium
N =Naphthalene	Ca =Calcium	X =Xylenes	Ag =Silver
PCE =Tetrachloroethylene	Cr =Chromium, Total	B(a)P =Benzo(a)pyrene	Zn =Zinc
T =Toluene	Cu =Copper	FLUORA =Fluoranthene	CN =Cyanide, Total
TCE =Trichloroethylene	Pb =Lead, Total	PHEN =Phenanthrene	

2022 DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria

Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria

Red value indicates a constituent above Volatilization to Indoor Air Criteria (VIAC)

Underlined value indicates a concentration that exceeds Direct Contact Criteria

* Indicates that constituent falls below Statewide Default Background Levels

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
2-METH = 2-Methylnaphthalene
N = Naphthalene
X = Xylene

BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil

2) PFAS results in nanograms per kilogram (ng/kg). All other results in micrograms per kilogram (µg/kg).

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LEGEND

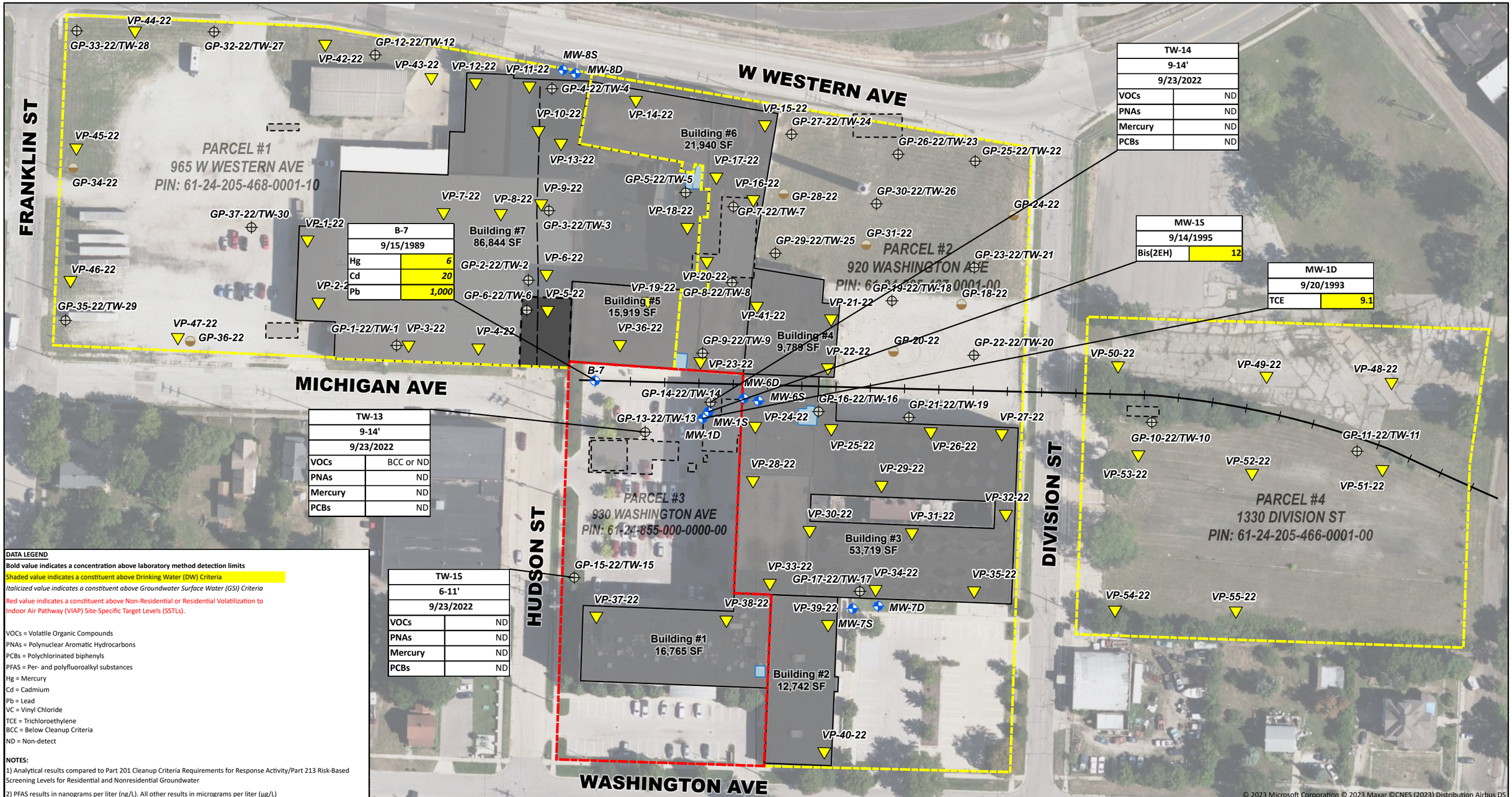
- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Historical Soil Boring
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

N

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

FORMER SHAW WALKER FURNITURE COMPANY
930 WASHINGTON AVE, MUSKEGON, MI
SOIL ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/12/2023
FIGURE 4



DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water (DW) Criteria

Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria

Red value indicates a constituent above Non-Residential or Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
Hg = Mercury
Cd = Cadmium
Pb = Lead
VC = Vinyl Chloride
TCE = Trichloroethylene
BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical results compared to Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels for Residential and Nonresidential Groundwater

2) PFAS results in nanograms per liter (ng/L). All other results in micrograms per liter (µg/L)

LEGEND

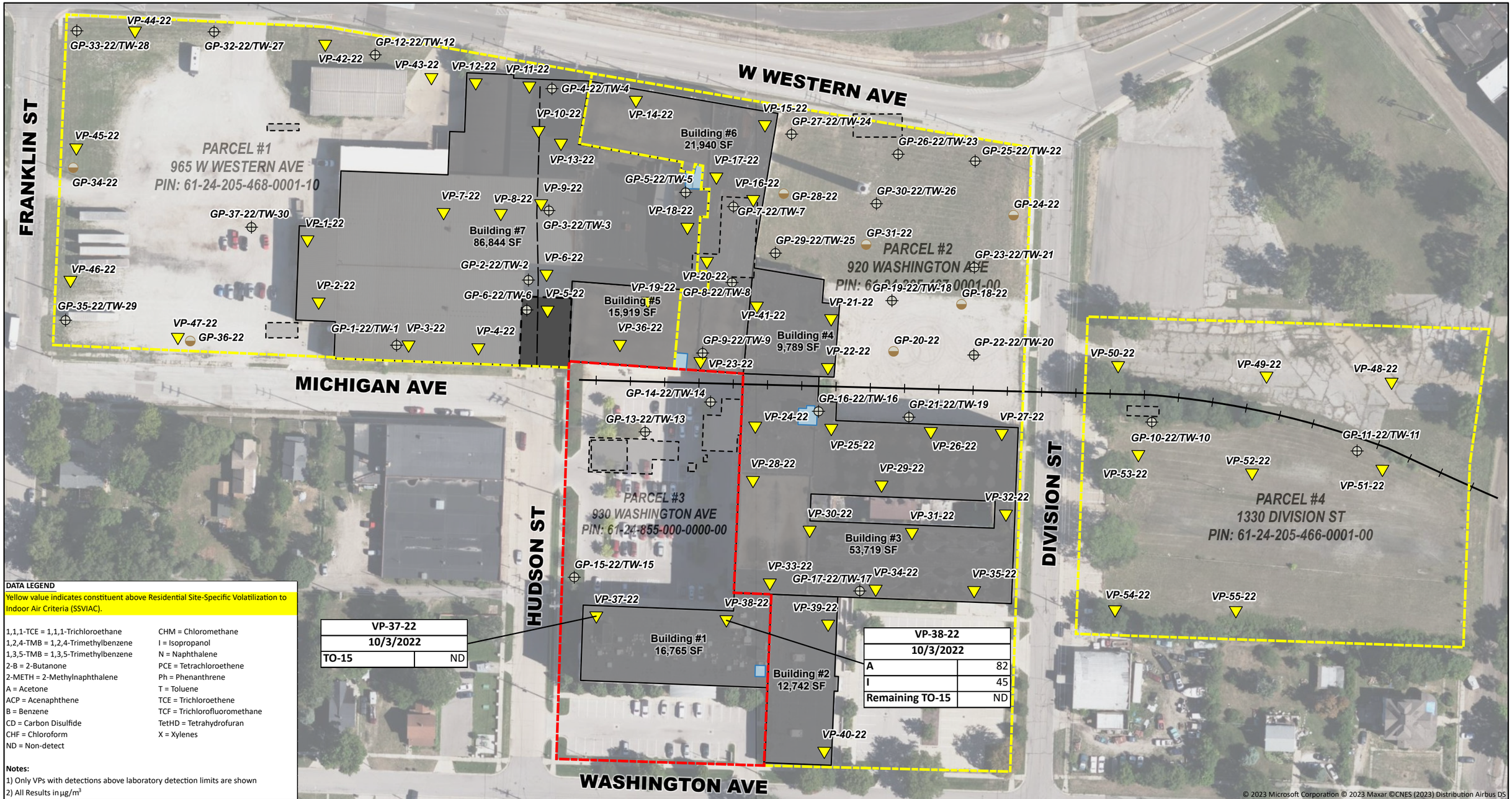
- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Monitoring Wells (Abonmarche, 1993-95)
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

FORMER SHAW WALKER FURNITURE COMPANY
930 WASHINGTON AVE, MUSKEGON, MI
GROUNDWATER ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/12/2023
FIGURE 5



DATA LEGEND

Yellow value indicates constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC).

1,1,1-TCE = 1,1,1-Trichloroethane
1,2,4-TMB = 1,2,4-Trimethylbenzene
1,3,5-TMB = 1,3,5-Trimethylbenzene
2-B = 2-Butanone
2-METH = 2-Methylnaphthalene
A = Acetone
ACP = Acenaphthene
B = Benzene
CD = Carbon Disulfide
CHF = Chloroform
ND = Non-detect
CHM = Chloromethane
I = Isopropanol
N = Naphthalene
PCE = Tetrachloroethene
Ph = Phenanthrene
T = Toluene
TCE = Trichloroethene
TCF = Trichlorofluoromethane
TetHD = Tetrahydrofuran
X = Xylenes

Notes:
1) Only VPs with detections above laboratory detection limits are shown
2) All Results in µg/m³

LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Subject Parcel Boundary
- Associated Former Shaw Walker Parcel Boundaries
- Elevator
- Former Site Features
- Former Railroad Spur
- Site Buildings

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

FORMER SHAW WALKER FURNITURE COMPANY
930 WASHINGTON AVE, MUSKEGON, MI
VAPOR ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/12/2023
FIGURE 6

APPENDIX 3

ANALYTICAL SUMMARY TABLES

Table 1 - Soil Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-13-22 (8.5-10.5')	GP-14-22 (9-11')	GP-15-22 (6-8')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/23/2022	9/23/2022	9/23/2022
							Depth	8.5-10.5'	9-11'	6-8'
Volatiles										
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st		<1,000	<1,000	<1,000
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA		<110	<120	<120
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca		<50	<50	<50
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA		<100	<100	<100
Bromochloromethane	74-97-5					NA		<100	<100	<100
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca		<100	<100	<100
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA		<110	<120	<120
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA		<200	<200	<200
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA		<750	<750	<750
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc		<57	<60	<58
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc		<50	<50	<50
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc		<50	<50	<50
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc		<250	<250	<250
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA		<57	<60	<58
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA		<50	<50	<50
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc		<250	<250	<250
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca		<50	<50	<50
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA		<250	<250	<250
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA		<50	<50	<50
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA		<110	<120	<120
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA		<250	<250	<250
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA		<250	<250	<250
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA		<100	<100	<100
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA		<100	<100	<100
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA		<100	<100	<100
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA		<250	<250	<250
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca		<50	<50	<50
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca		<57	<60	<58
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc		<50	<50	<50
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc		<50	<50	<50
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc		<50	<50	<50
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA		<57	<60	<58
cis-1,3-Dichloropropylene	10061-01-5					NA		<57	<60	<58
trans-1,3-Dichloropropylene	10061-02-6					NA		<57	<60	<58
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca		<50	<50	<50
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca		<50	<50	<50
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA		<2,500	<2,500	<2,500
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca		<250	<250	<250
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca		<2,500	<2,500	<2,500
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st		<100	<100	<100
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca		<250	<250	<250
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<330	<330	<330
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev		<100	<100	<100
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca		<50	<50	<50
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA		<100	<100	<100
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA		<57	<60	<58
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st		<50	<50	<50
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc		<50	<50	<50
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA		<250	<250	<250
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st		<50	<50	<50
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc		<57	<60	<58
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev		<50	<50	<50
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc		<100	<100	<100
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA		<100	<100	<100
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc		<100	<100	<100
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc		<100	<100	<100
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc		<100	<100	<100
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc		<300	<300	<300
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut		<40	<40	<40
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc		<150	<150	<150
Semivolatiles										
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<330	<330	<330
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<330	<330	<330
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<330	<330	<330
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<330	<330	<330
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<330	<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<330	<330	<330
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<330	<330	<330
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<330	<330	<330
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<330	<330	<330
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<330	<330	<330
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<330	<330	<330
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<330	<330	<330
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<330	<330	<330
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<330	<330	<330
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<330	<330	<330
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<330	<330	<330
Metals										
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA				
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA				
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA				
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA				
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA				
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA				
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA				
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc		<50	<50	<50
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA				
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA				
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA				
PCBs										
PCB, Aroclor 1016	12674-11-2					NA		<100	<100	<100
PCB, Aroclor 1221	11104-28-2					NA		<100	<100	<100
PCB, Aroclor 1232	11141-16-5					NA		<100	<100	<100
PCB, Aroclor 1242	53469-21-9					NA		<100	<100	<100
PCB, Aroclor 1248	12672-29-6					NA		<100	<100	<100
PCB, Aroclor 1254	11097-69-1					NA		<100	<100	<100
PCB, Aroclor 1260	11096-82-5					NA		<100	<100	<100
PCB, Aroclor 1262	37324-23-5					NA		<100	<100	<100
PCB, Aroclor 1268	11100-14-4					NA		<100	<100	<100
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA		<100	<100	<100

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calculator tool.
LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 2 - Groundwater Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Residential SSVIAC for Building #1 (Table 1)	Sample Identification	TW-13	TW-14	TW-15
						Collection Date	9/23/2022	9/23/2022	9/23/2022
						Screen Interval	9-14'	9-14'	6-11'
Volatiles									
Acetone (I)	67-64-1	730	2,100	1,700	50,000 (FF)st		<50	<50	<50
Acrylonitrile (I)	107-13-1	2.6	11	2.0 (M); 1.2	NA		<2.0	<2.0	<2.0
Benzene (I)	71-43-2	5.0 (A)	5.0 (A)	200 (X)	1.0ca		<1.0	<1.0	<1.0
Bromobenzene (I)	108-86-1	18	50	NA	NA		<1.0	<1.0	<1.0
Bromochloromethane	74-97-5				NA		<1.0	<1.0	<1.0
Bromodichloromethane	75-27-4	80 (A,W)	80 (A,W)	ID	1.2ca		<1.0	<1.0	<1.0
Bromoform	75-25-2	80 (A,W)	80 (A,W)	ID	NA		<1.0	<1.0	<1.0
Bromomethane	74-83-9	10	29	5.0 (M); 4.2	NA		<5.0	<5.0	<5.0
2-Butanone (MEK) (I)	78-93-3	13,000	38,000	2,200	NA		<25	<25	<25
n-Butylbenzene	104-51-8	80	230	ID	44nc		**2.4**	<1.0	<1.0
sec-Butylbenzene	135-98-8	80	230	ID	270nc		**5.0**	<1.0	<1.0
tert-Butylbenzene (I)	98-06-6	80	230	ID	7.7E-02 (M)nc		<1.0	<1.0	<1.0
Carbon disulfide (I,R)	75-15-0	800	2,300	ID	92nc		<5.0	<5.0	<5.0
Carbon tetrachloride	56-23-5	5.0 (A)	5.0 (A)	38 (X)	NA		<1.0	<1.0	<1.0
Chlorobenzene (I)	108-90-7	100 (A)	100 (A)	25	NA		<1.0	<1.0	<1.0
Chloroethane	75-00-3	430	1,700	1,100 (X)	620nc		<5.0	<5.0	<5.0
Chloroform	67-66-3	80 (A,W)	80 (A,W)	350	0.49 (M)ca		<1.0	<1.0	<1.0
Chloromethane (I)	74-87-3	260	1,100	ID	15nc		<5.0	<5.0	<5.0
o-Chlorotoluene (I)	95-49-8	150	420	ID	NA		<5.0	<5.0	<5.0
Dibromochloromethane	124-48-1	80 (A,W)	80 (A,W)	ID	NA		<5.0	<5.0	<5.0
Dibromochloropropane	96-12-8	0.2 (A)	0.2 (A)	ID	NA		<1.0	<1.0	<1.0
Dibromomethane	74-95-3	80	230	NA	NA		<5.0	<5.0	<5.0
1,2-Dichlorobenzene	95-50-1	600 (A)	600 (A)	13	NA		<1.0	<1.0	<1.0
1,3-Dichlorobenzene	541-73-1	6.6	19	28	NA		<1.0	<1.0	<1.0
1,4-Dichlorobenzene	106-46-7	75 (A)	75 (A)	17	NA		<1.0	<1.0	<1.0
Dichlorodifluoromethane	75-71-8	1,700	4,800	ID	NA		<5.0	<5.0	<5.0
1,1-Dichloroethane	75-34-3	880	2,500	740	4.7ca		<1.0	<1.0	<1.0
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	5.0 (A)	360 (X)	1.4ca		<1.0	<1.0	<1.0
cis-1,2-Dichloroethylene	156-59-2	70 (A)	70 (A)	620	3.4nc		<1.0	<1.0	<1.0
trans-1,2-Dichloroethylene	156-60-5	100 (A)	100 (A)	1,500 (X)	16nc		<1.0	<1.0	<1.0
1,1-Dichloroethylene (I)	75-35-4	7.0 (A)	7.0 (A)	130	18nc		<1.0	<1.0	<1.0
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	5.0 (A)	230 (X)	NA		<1.0	<1.0	<1.0
cis-1,3-Dichloropropylene	10061-01-5				NA		<0.50	<0.50	<0.50
trans-1,3-Dichloropropylene	10061-02-6				NA		<0.50	<0.50	<0.50
Ethylbenzene (I)	100-41-4	74 (E)	74 (E)	18	2.8ca		<1.0	<1.0	<1.0
Ethylene dibromide	106-93-4	0.05 (A)	0.05 (A)	5.7 (X)	0.13ca		<1.0	<1.0	<1.0
2-Hexanone	591-78-6	1,000	2,900	ID	NA		<50	<50	<50
Isopropyl benzene	98-82-8	800	2,300	28	0.60 (M)ca		<5.0	<5.0	<5.0
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	1,800	5,200	ID	200 (FF)st		<50	<50	<50
Methylene chloride	75-09-2	5.0 (A)	5.0 (A)	1,500 (X)	NA		<5.0	<5.0	<5.0
Methyl-tert-butyl ether (MTBE)	1634-04-4	40 (E)	40 (E)	7,100 (X)	250ca		<5.0	<5.0	<5.0
Naphthalene	91-20-3	520	1,500	11	4.2 (M)ca		<5.0	<5.0	<5.0
n-Propylbenzene (I)	103-65-1	80	230	ID	43 (DD)dev		**11**	<1.0	<1.0
Styrene	100-42-5	100 (A)	100 (A)	80 (X)	33ca		<1.0	<1.0	<1.0
1,1,1,2-Tetrachloroethane	630-20-6	77	320	ID	NA		<1.0	<1.0	<1.0
1,1,2,2-Tetrachloroethane	79-34-5	8.5	35	78 (X)	NA		<1.0	<1.0	<1.0
Tetrachloroethylene	127-18-4	5.0 (A)	5.0 (A)	60 (X)	1.5 (FF)st		<1.0	<1.0	<1.0
Toluene (I)	108-88-3	790 (E)	790 (E)	270	300 (FF)st		<1.0	<1.0	<1.0
1,2,4-Trichlorobenzene	120-82-1	70 (A)	70 (A)	99 (X)	NA		<5.0	<5.0	<5.0
1,1,1-Trichloroethane	71-55-6	200 (A)	200 (A)	89	180 (FF)st		<1.0	<1.0	<1.0
1,1,2-Trichloroethane	79-00-5	5.0 (A)	5.0 (A)	330 (X)	0.47 (M)nc		<1.0	<1.0	<1.0
Trichloroethylene	79-01-6	5.0 (A)	5.0 (A)	200 (X)	7.3E-02 (M) (DD) dev		<1.0	<1.0	<1.0
Trichlorofluoromethane	75-69-4	2,600	7,300	NA	22nc		<1.0	<1.0	<1.0
1,2,3-Trichloropropane	96-18-4	42	120	NA	NA		<1.0	<1.0	<1.0
1,2,3-Trimethylbenzene	526-73-8				43 (JT)nc		<1.0	<1.0	<1.0
1,2,4-Trimethylbenzene (I)	95-63-6	63 (E)	63 (E)	17	25 (JT)nc		<1.0	<1.0	<1.0
1,3,5-Trimethylbenzene (I)	108-67-8	72 (E)	72 (E)	45	18 (JT)nc		<1.0	<1.0	<1.0
Vinyl chloride	75-01-4	2.0 (A)	2.0 (A)	13 (X)	0.12 (MM) (M)mut		<1.0	<1.0	<1.0
Xylenes (I)	1330-20-7	280 (E)	280 (E)	49	75 (J)nc		<3.0	<3.0	<3.0
Semivolatiles									
Acenaphthene	83-32-9	1,300	3,800	38	3,900 (S)sol		<5.0	<5.0	<5.0
Acenaphthylene	208-96-8	52	150	ID	65nc		<5.0	<5.0	<5.0
Anthracene	120-12-7	43 (S)	43 (S)	ID	43 (S)sol		<5.0	<5.0	<5.0
Benzo(a)anthracene (Q)	56-55-3	2.1	8.5	ID	9.4 (S) (MM)sol		<1.0	<1.0	<1.0
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	5.0 (A)	ID	NA		<1.0	<1.0	<1.0
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	1.5 (S, AA)	ID	NA		<1.0	<1.0	<1.0
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.26 (S)	1.0 (M); 0.26 (S)	ID	NA		<1.0	<1.0	<1.0
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	1.0 (M); 0.8 (S)	NA	NA		<1.0	<1.0	<1.0
Chrysene (Q)	218-01-9	1.6 (S)	1.6 (S)	ID	NA		<1.0	<1.0	<1.0
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	2.0 (M); 0.85	ID	NA		<2.0	<2.0	<2.0
Fluoranthene	206-44-0	210 (S)	210 (S)	1.6	NA		<1.0	<1.0	<1.0
Fluorene	86-73-7	880	2,000 (S)	12	66nc		<5.0	<5.0	<5.0
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	2.0 (M); 0.022 (S)	ID	NA		<2.0	<2.0	<2.0
2-Methylnaphthalene	91-57-6	260	750	19	66nc		<5.0	<5.0	<5.0
Phenanthrene	85-01-8	52	150	2.0 (M); 1.7	9.5nc		<2.0	<2.0	<2.0
Pyrene	129-00-0	140 (S)	140 (S)	ID	140 (S)sol		<5.0	<5.0	<5.0
Metals									
Mercury, Total	7439-97-6	2.0 (A)	2.0 (A)	0.0013	8.8E-02nc		<0.20	<0.20	<0.20
PCBs									
PCB, Aroclor 1016	12674-11-2						<0.20	<0.20	<0.20
PCB, Aroclor 1221	11104-28-2						<0.20	<0.20	<0.20
PCB, Aroclor 1232	11141-16-5						<0.20	<0.20	<0.20
PCB, Aroclor 1242	53469-21-9						<0.20	<0.20	<0.20
PCB, Aroclor 1248	12672-29-6						<0.20	<0.20	<0.20
PCB, Aroclor 1254	11097-69-1						<0.20	<0.20	<0.20
PCB, Aroclor 1260	11096-82-5						<0.20	<0.20	<0.20
PCB, Aroclor 1262	37324-23-5						<0.20	<0.20	<0.20
PCB, Aroclor 1268	11100-14-4						<0.20	<0.20	<0.20
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	0.5 (A)	0.5 (A)	0.2 (M); 2.6E-5			<0.20	<0.20	<0.20

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity Residential Groundwater
2) All results in micrograms per liter (µg/L).
3) Letters in criteria columns refers to Footnotes of the Criteria tables.
4) Blank cell indicates that constituent was not analyzed.
5) TW-13 had detected VOC(s) that were compared to the most restrictive Residential SSVIAC among Buildings #1, #3, and #5 (Table 1)

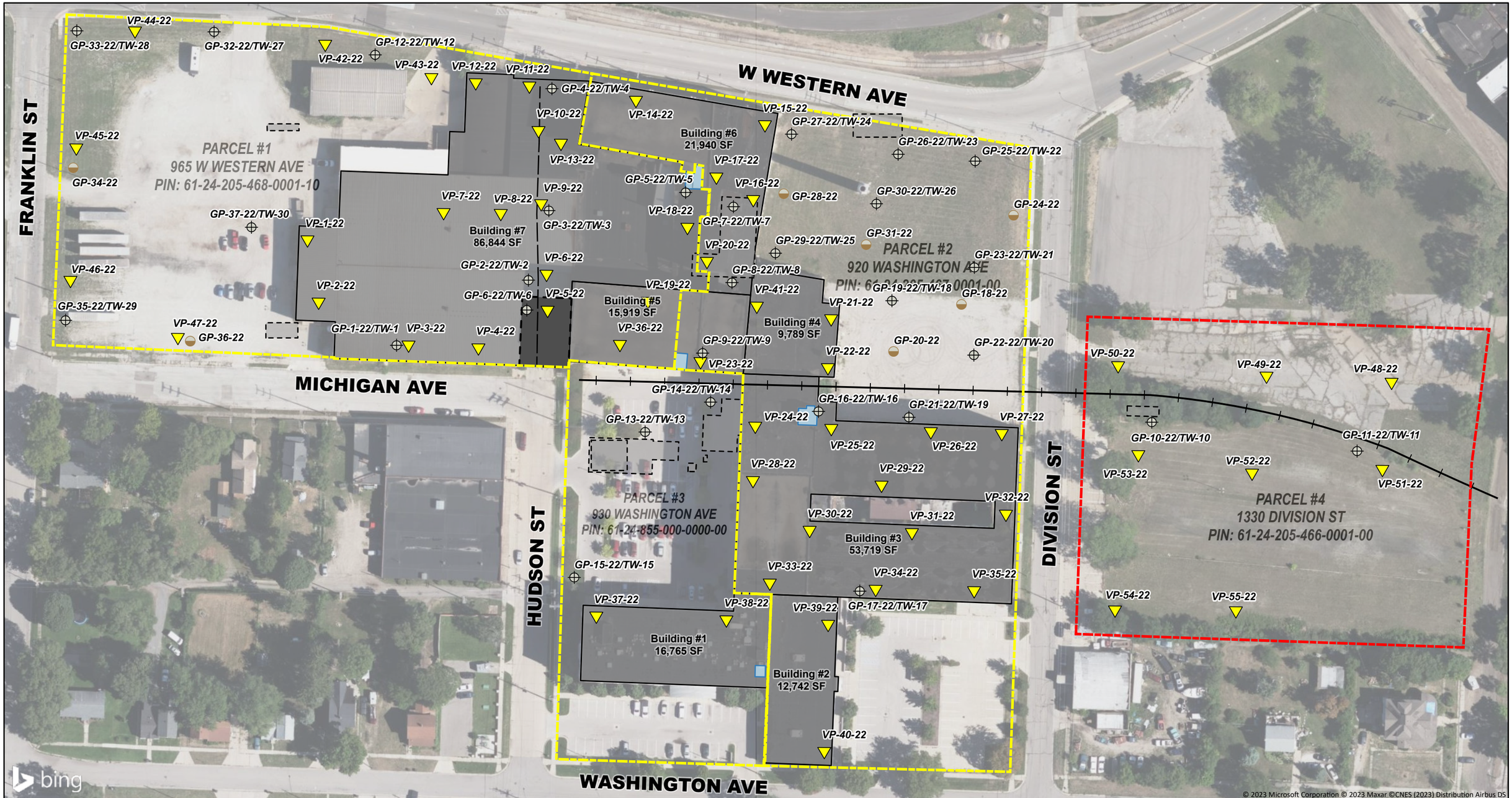
LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water (DW) Criteria
Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria
Red value indicates a constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential VIAP SSTLs		Building 1	
			Sample Location	VP-37-22	VP-38-22
			Collection Date	10/3/2022	10/3/2022
Volatile Organic Compounds (VOCs)					
Acetone	67-64-1	1.0E+06 (EE)st		<57	**82**
Benzene	71-43-2	110ca		<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62
Bromomethane	74-83-9	NA		<23	<23
1,3-Butadiene	106-99-0	NA		<2.7	<2.7
2-Butanone	78-93-3	NA		<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16
Chloroform	67-66-3	37ca		<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12
Cyclohexane	110-82-7	2.1E+05nc		<41	<41
Dibromochloromethane	124-48-1	NA		<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22
Ethyl Acetate	141-78-6	NA		<43	<43
Ethylbenzene	100-41-4	340ca		<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc		<49	<49
Hexachlorobutadiene	87-68-3	NA		<5.1	<5.1
n-Hexane	110-54-3	24,000nc		<42	<42
2-Hexanone	591-78-6	NA		<49	<49
Isopropanol	67-63-0	7,000nc		<29	**45**
Methylene Chloride	75-09-2	NA		<42	<42
2-Methylnaphthalene	91-57-6	350nc		<140	<140
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49
MTBE	1634-04-4	3,300ca		<22	<22
Naphthalene	91-20-3	25ca		<19	<19
Styrene	100-42-5	1,500ca		<51	<51
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		<1.6	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA		<46	<46
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15
m&p-Xylene	136777-61-2	NA		<52	<52
o-Xylene	95-47-6	NA		<52	<52
Xylenes	1330-20-7	7,600 (J)nc		<100	<100

NOTES:
1) All results in micrograms percubic meter (µg/m^3).
2) Blank cell indicates that constituent was not analyzed.

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).



LEGEND

- Soil Boring
- Soil Boring/Temporary Well
- Vapor Pin
- Former Site Features
- Former Railroad Spur

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET

100 50 0 100 200 300

1 INCH = 100 FEET

ERG Environmental Resources Group
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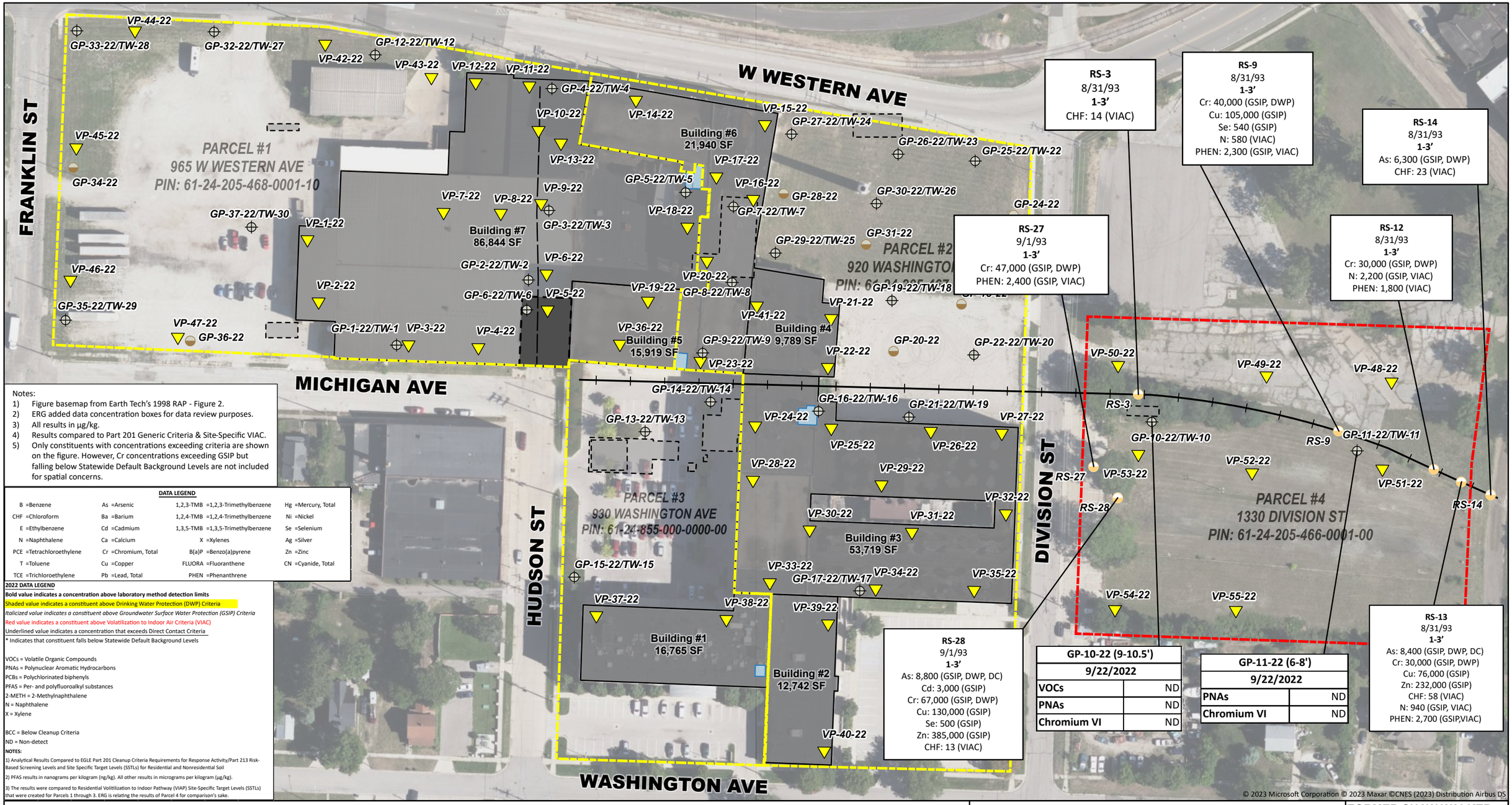
Phone: 231-747-8556 • Fax: 231-747-8558

FORMER SHAW WALKER FURNITURE COMPANY
1330 DIVISION ST, MUSKEGON, MI
SOIL BORING/TEMPORARY WELL/ VAPOR PIN LOCATION MAP
JOB NO.: 9657
BY: LJC DATE: 6/5/2023
FIGURE 3



Notes:
1) Figure basemap from Earth Tech's 1998 RAP - Figure 2.
2) ERG added data concentration boxes for data review purposes.
3) All results in µg/kg.
4) Results compared to Part 201 Generic Criteria & Site-Specific VIAC.
5) Only constituents with concentrations exceeding criteria are shown on the figure. However, Cr concentrations exceeding GSIP but falling below Statewide Default Background Levels are not included for spatial concerns.

DATA LEGEND

B =Benzene	As =Arsenic	1,2,3-TMB =1,2,3-Trimethylbenzene	Hg =Mercury, Total
CHF =Chloroform	Ba =Barium	1,2,4-TMB =1,2,4-Trimethylbenzene	Ni =Nickel
E =Ethylbenzene	Cd =Cadmium	1,3,5-TMB =1,3,5-Trimethylbenzene	Se =Selenium
N =Naphthalene	Ca =Calcium	X =Xylenes	Ag =Silver
PCE =Tetrachloroethylene	Cr =Chromium, Total	B(a)P =Benzo(a)pyrene	Zn =Zinc
T =Toluene	Cu =Copper	FLUORA =Fluoranthene	CN =Cyanide, Total
TCE =Trichloroethylene	Pb =Lead, Total	PHEN =Phenanthrene	

2022 DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Volatilization to Indoor Air Criteria (VIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent falls below Statewide Default Background Levels

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
2-METH = 2-Methylnaphthalene
N = Naphthalene
X = Xylene

BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil
2) PFAS results in nanograms per kilogram (ng/kg). All other results in micrograms per kilogram (µg/kg).
3) The results were compared to Residential Volitilization to Indoor Pathway (VIAP) Site-Specific Target Levels (SSTLs) that were created for Parcels 1 through 3. ERG is relating the results of Parcel 4 for comparison's sake.

LEGEND

Soil Boring
Soil Boring/Temporary Well
Vapor Pin
Historical Soil Boring
Former Site Features
Former Railroad Spur

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

N

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

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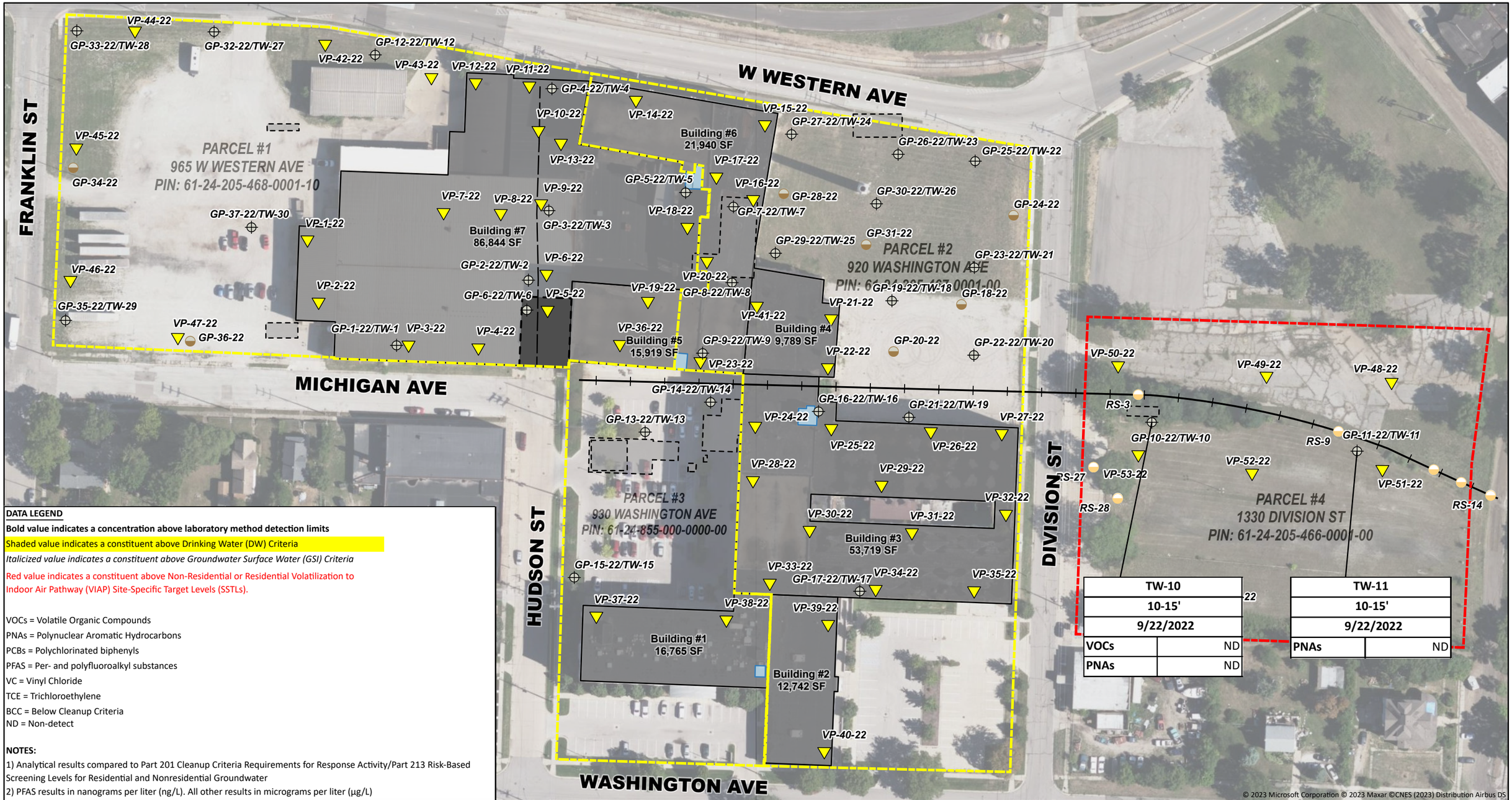
FORMER SHAW WALKER FURNITURE COMPANY
1330 DIVISION ST, MUSKEGON, MI
SOIL ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/6/2023
FIGURE 4



DATA LEGEND

Bold value indicates a concentration above laboratory method detection limits

Shaded value indicates a constituent above Drinking Water (DW) Criteria

Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria

Red value indicates a constituent above Non-Residential or Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

VOCs = Volatile Organic Compounds
PNAs = Polynuclear Aromatic Hydrocarbons
PCBs = Polychlorinated biphenyls
PFAS = Per- and polyfluoroalkyl substances
VC = Vinyl Chloride
TCE = Trichloroethylene
BCC = Below Cleanup Criteria
ND = Non-detect

NOTES:

1) Analytical results compared to Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels for Residential and Nonresidential Groundwater
2) PFAS results in nanograms per liter (ng/L). All other results in micrograms per liter (µg/L)

LEGEND

Soil Boring
Soil Boring/Temporary Well
Vapor Pin
Historical Soil Boring
Former Site Features
Former Railroad Spur

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

FEET
100 50 0 100 200 300
1 INCH = 100 FEET

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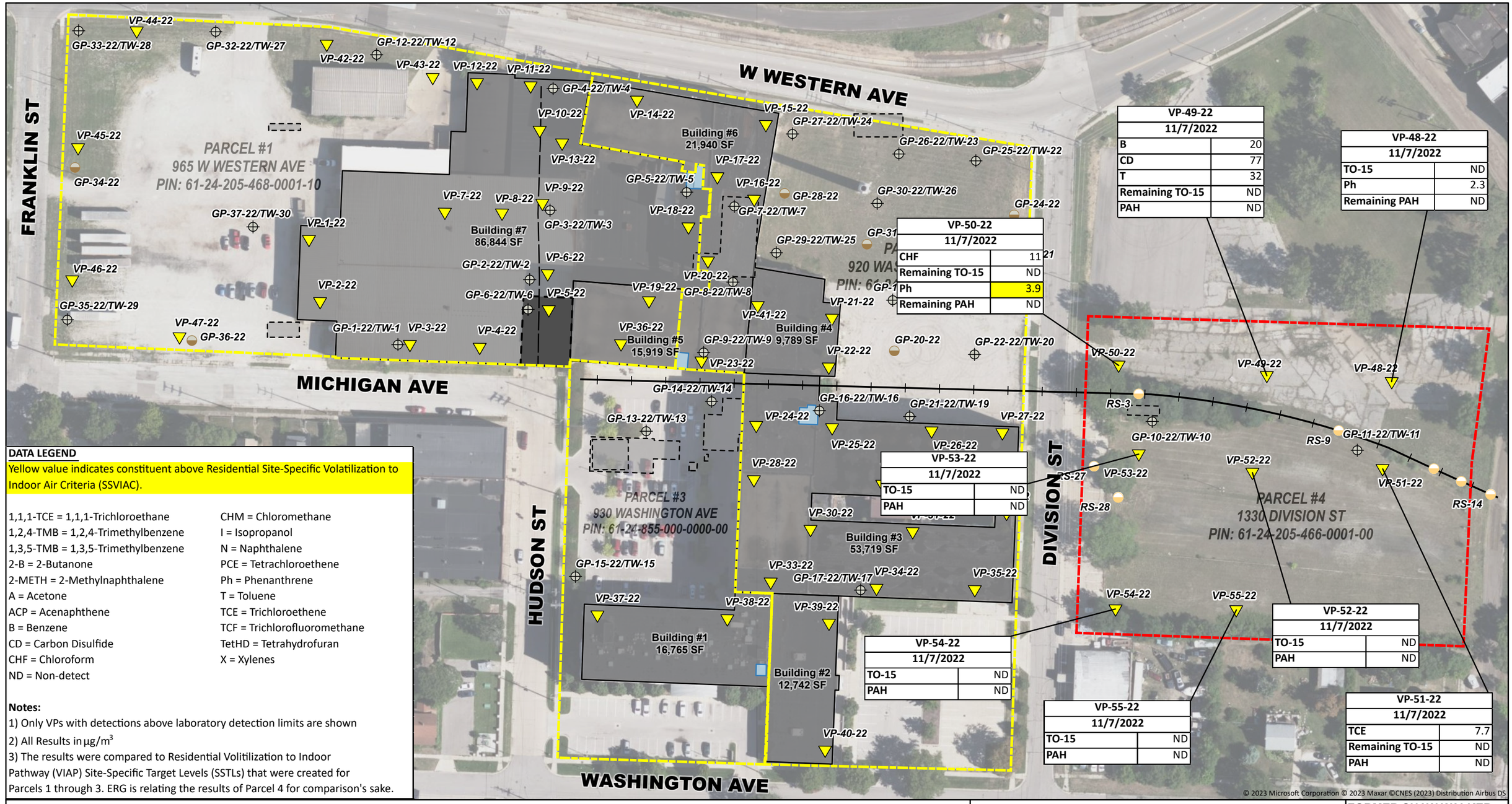
FORMER SHAW WALKER FURNITURE COMPANY
1330 DIVISION ST, MUSKEGON, MI
GROUNDWATER ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/5/2023
FIGURE 5



DATA LEGEND

Yellow value indicates constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC).

1,1,1-TCE = 1,1,1-Trichloroethane
1,2,4-TMB = 1,2,4-Trimethylbenzene
1,3,5-TMB = 1,3,5-Trimethylbenzene
2-B = 2-Butanone
2-METH = 2-Methylnaphthalene
A = Acetone
ACP = Acenaphthene
B = Benzene
CD = Carbon Disulfide
CHF = Chloroform
ND = Non-detect
CHM = Chloromethane
I = Isopropanol
N = Naphthalene
PCE = Tetrachloroethene
Ph = Phenanthrene
T = Toluene
TCE = Trichloroethene
TCF = Trichlorofluoromethane
TetHD = Tetrahydrofuran
X = Xylenes

Notes:

1) Only VPs with detections above laboratory detection limits are shown
2) All Results in µg/m^3
3) The results were compared to Residential Volitilization to Indoor Pathway (VIAP) Site-Specific Target Levels (SSTLs) that were created for Parcels 1 through 3. ERG is relating the results of Parcel 4 for comparison's sake.

LEGEND

Soil Boring
Soil Boring/Temporary Well
Vapor Pin
Historical Soil Boring
Former Site Features
Former Railroad Spur

NOTE: BUILDING AREAS SHOWN ARE APPROXIMATE FOOTPRINT AREAS AND DO NOT REPRESENT TOTAL BUILDING SQUARE FOOTAGE.

N

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FORMER SHAW WALKER FURNITURE COMPANY
1330 DIVISION ST, MUSKEGON, MI
SOIL VAPOR ANALYTICAL MAP
JOB NO.: 9657
BY: LJC DATE: 6/6/2023
FIGURE 6

APPENDIX 3

ANALYTICAL SUMMARY TABLES

Table 1 - Soil Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-10-22 (9-10.5')	GP-11-22 (6-8')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/22/2022	9/22/2022
							Depth	9-10.5'	6-8'
Volatiles									
Acetone (I)	67-64-1	NA	34,000	15,000	2.3E+7	2.6E+05 (EE)st		<1,000	
Acrylonitrile (I)	107-13-1	NA	100 (M); 40	100 (M); 52	16,000	NA		<110	
Benzene (I)	71-43-2	NA	4,000 (X)	100	1.8E+5	1.7 (M)ca		<50	
Bromobenzene (I)	108-86-1	NA	NA	550	5.4E+5	NA		<100	
Bromochloromethane	74-97-5					NA		<100	
Bromodichloromethane	75-27-4	NA	ID	1,600 (W)	1.1E+5	0.61 (M)ca		<100	
Bromoform	75-25-2	NA	ID	1,600 (W)	8.2E+5	NA		<110	
Bromomethane	74-83-9	NA	100	200	3.2E+5	NA		<200	
2-Butanone (MEK) (I)	78-93-3	NA	44,000	2.6E+5	1.2E+8 (C,DD)	NA		<750	
n-Butylbenzene	104-51-8	NA	ID	1,600	2.5E+6	560nc		<53	
sec-Butylbenzene	135-98-8	NA	ID	1,600	2.5E+6	3,800nc		<50	
tert-Butylbenzene (I)	98-06-6	NA	ID	1,600	2.5E+6	0.64 (M)nc		<50	
Carbon disulfide (I,R)	75-15-0	NA	ID	16,000	7.2E+6 (C,DD)	52 (M)nc		<250	
Carbon tetrachloride	56-23-5	NA	760 (X)	100	96,000	NA		<53	
Chlorobenzene (I)	108-90-7	NA	500	2,000	4.3E+6 (C)	NA		<50	
Chloroethane	75-00-3	NA	22,000 (X)	8,600	2.6E+6 (C)	330nc		<250	
Chloroform	67-66-3	NA	7,000	1,600 (W)	1.2E+6	0.26 (M)ca		<50	
Chloromethane (I)	74-87-3	NA	ID	5,200	1.6E+6 (C)	NA		<250	
o-Chlorotoluene (I)	95-49-8	NA	ID	3,300	4.5E+6 (C)	NA		<50	
Dibromochloromethane	124-48-1	NA	ID	1,600 (W)	1.1E+5	NA		<110	
Dibromochloropropane	96-12-8	NA	ID	10 (M); 4.0	4,400 (C)	NA		<250	
Dibromomethane	74-95-3	NA	NA	1,600	2.5E+6 (C)	NA		<250	
1,2-Dichlorobenzene	95-50-1	NA	280	14,000	1.9E+7 (C)	NA		<100	
1,3-Dichlorobenzene	541-73-1	NA	680	170	2.0E+5 (C)	NA		<100	
1,4-Dichlorobenzene	106-46-7	NA	360	1,700	4.0E+5	NA		<100	
Dichlorodifluoromethane	75-71-8	NA	ID	95,000	5.2E+7 (C)	NA		<250	
1,1-Dichloroethane	75-34-3	NA	15,000	18,000	2.7E+7 (C)	2.6 (M)ca		<50	
1,2-Dichloroethane (I)	107-06-2	NA	7,200 (X)	100	91,000	0.82 (M)ca		<53	
cis-1,2-Dichloroethylene	156-59-2	NA	12,000	1,400	2.5E+6 (C)	12 (M)nc		<50	
trans-1,2-Dichloroethylene	156-60-5	NA	30,000 (X)	2,000	3.8E+6 (C)	2.1 (M)nc		<50	
1,1-Dichloroethylene (I)	75-35-4	NA	2,600	140	2.0E+5	12 (M)nc		<50	
1,2-Dichloropropane (I)	78-87-5	NA	4,600 (X)	100	1.4E+5	NA		<53	
cis-1,3-Dichloropropylene	10061-01-5					NA		<53	
trans-1,3-Dichloropropylene	10061-02-6					NA		<53	
Ethylbenzene (I)	100-41-4	NA	360	1,500	2.2E+7 (C)	12 (M)ca		<50	
Ethylene dibromide	106-93-4	NA	110 (X)	20 (M); 1.0	92	7.4E-02 (M)ca		<50	
2-Hexanone	591-78-6	NA	ID	20,000	3.2E+7 (C)	NA		<2,500	
Isopropyl benzene	98-82-8	NA	3,200	91,000	2.5E+7 (C)	3.8 (M)ca		<250	
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	NA	ID	36,000	5.6E+7 (C)	3.8 (M)ca		<2,500	
Methylene chloride	75-09-2	NA	30,000 (X)	100	1.3E+6	3,300 (EE)st		<100	
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA	1.4E+5 (X)	800	1.5E+6	74 (M)ca		<250	
Naphthalene	91-20-3	NA	730	35,000	1.6E+7	67 (M)ca		<330	<330
n-Propylbenzene (I)	103-65-1	NA	ID	1,600	2.5E+6	1,800 (DD)dev		<100	
Styrene	100-42-5	NA	2,100 (X)	2,700	4.0E+5	150ca		<50	
1,1,1,2-Tetrachloroethane	630-20-6	NA	ID	1,500	4.8E+5 (C)	NA		<100	
1,1,2,2-Tetrachloroethane	79-34-5	NA	1,600 (X)	170	53,000	NA		<53	
Tetrachloroethylene	127-18-4	NA	1,200 (X)	100	2.0E+5 (C)	6.2 (M) (EE)st		<50	
Toluene (I)	108-88-3	NA	5,400	16,000	5.0E+7 (C)	3,700nc		<50	
1,2,4-Trichlorobenzene	120-82-1	NA	5,900 (X)	4,200	9.9E+5 (DD)	NA		<250	
1,1,1-Trichloroethane	71-55-6	NA	1,800	4,000	5.0E+8 (C)	450 (EE)st		<50	
1,1,2-Trichloroethane	79-00-5	NA	6,600 (X)	100	1.8E+5	0.37 (M)nc		<53	
Trichloroethylene	79-01-6	NA	4,000 (X)	100	1.1E+5 (DD)	0.33 (M) (DD)dev		<50	
Trichlorofluoromethane	75-69-4	NA	NA	52,000	7.9E+7 (C)	19 (M)nc		<100	
1,2,3-Trichloropropane	96-18-4	NA	NA	840	1.3E+6 (C)	NA		<100	
1,2,3-Trimethylbenzene	526-73-8					270 (JT)nc		<100	
1,2,4-Trimethylbenzene (I)	95-63-6	NA	570	2,100	3.2E+7 (C)	150 (JT)nc		<100	
1,3,5-Trimethylbenzene (I)	108-67-8	NA	1,100	1,800	3.2E+7 (C)	100 (JT)nc		<100	
Total TMBs	NA	NA	NA	NA	NA	100 (JT)nc		<300	
Vinyl chloride	75-01-4	NA	260 (X)	40	3,800	8.2E-02 (MM) (M)mut		<40	
Xylenes (I)	1330-20-7	NA	980	5,600	4.1E+8 (C)	280 (J)nc		<150	

Table 1 - Soil Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Statewide Default Background Levels	Groundwater Surface Water Interface Protection Criteria	Residential			Sample Location	GP-10-22 (9-10.5')	GP-11-22 (6-8')
				Drinking Water Protection Criteria	Direct Contact Criteria	Site-Specific Volatilization to Indoor Air Criteria	Collection Date	9/22/2022	9/22/2022
							Depth	9-10.5'	6-8'
Semivolatiles									
Acenaphthene	83-32-9	NA	8,700	3.0E+5	4.1E+7	2.1E+05nc		<330	<330
Acenaphthylene	208-96-8	NA	ID	5,900	1.6E+6	DATA		<330	<330
Anthracene	120-12-7	NA	ID	41,000	2.3E+8	1.3E+07nc		<330	<330
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	20,000	1.6E+05 (MM)mut		<330	<330
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	2,000	NA		<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	20,000	NA		<330	<330
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	2.5E+6	NA		<330	<330
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	2.0E+5	NA		<330	<330
Chrysene (Q)	218-01-9	NA	NLL	NLL	2.0E+6	NA		<330	<330
Dibenzo(a,h)anthracene (Q)	53-70-3	NA	NLL	NLL	2,000	NA		<330	<330
Fluoranthene	206-44-0	NA	5,500	7.3E+5	4.6E+7	NA		<330	<330
Fluorene	86-73-7	NA	5,300	3.9E+5	2.7E+7	4.7E+05nc		<330	<330
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	20,000	NA		<330	<330
2-Methylnaphthalene	91-57-6	NA	4,200	57,000	8.1E+6	1,700nc		<330	<330
Phenanthrene	85-01-8	NA	2,100	56,000	1.6E+6	1,700nc		<330	<330
Pyrene	129-00-0	NA	ID	4.8E+5	2.9E+7	2.5E+07nc		<330	<330
Metals									
Arsenic	7440-38-2	5,800	4,600	4,600	7,600	NA			
Barium (B)	7440-39-3	75,000	441,912 (G)	1.3E+6	3.7E+7	NA			
Cadmium (B)	7440-43-9	1,200	3,000 (G,X)	6,000	5.5E+5	NA			
Chromium, Total	7440-47-3	18,000 (total)	3,300	30,000	2.5E+6	NA			
Chromium VI	18540-29-9	NA	3,300	30,000	2.5E+6	NA		<420	<430
Copper (B)	7440-50-8	32,000	72,945 (G)	5.8E+6	2.0E+7	NA			
Lead (B)	7439-92-1	21,000	2,464,000 (G,X)	7.0E+5	4.0E+5	NA			
Mercury, Total	7439-97-6	130	50 (M); 1.2	1,700	1.6E+5	22 (M)nc			
Selenium (B)	7782-49-2	410	400	4,000	2.6E+6	NA			
Silver (B)	7440-22-4	1,000	100 (M); 27	4,500	2.5E+6	NA			
Zinc (B)	7440-66-6	47,000	165,237 (G)	2.4E+6	1.7E+8	NA			
PCBs									
PCB, Aroclor 1016	12674-11-2					NA			
PCB, Aroclor 1221	11104-28-2					NA			
PCB, Aroclor 1232	11141-16-5					NA			
PCB, Aroclor 1242	53469-21-9					NA			
PCB, Aroclor 1248	12672-29-6					NA			
PCB, Aroclor 1254	11097-69-1					NA			
PCB, Aroclor 1260	11096-82-5					NA			
PCB, Aroclor 1262	37324-23-5					NA			
PCB, Aroclor 1268	11100-14-4					NA			
Polychlorinated biphenyls (PCBs) (J,T)	1336-36-3	NA	NLL	NLL	(T)	NA			
Nonspecific Grouping									
Cyanide (P,R)	57-12-5	390 (total)	100	4,000	12,000	NA			

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity/Part 213 Risk-Based Screening Levels and Site Specific Target Levels (SSTLs) for Residential and Nonresidential Soil
2) All results in micrograms per kilogram (µg/kg).
3) Blank cell indicated that constituent was not analyzed.
4) Groundwater Surface Water Interface Protection Criteria values with footnote (G) were calculated with a hardness value of 150 mg CaCO3/L using EGLE's GSI-GSIP Excel Calculator tool.
LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water Protection (DWP) Criteria
Italicized value indicates a constituent above Groundwater Surface Water Protection (GSIP) Criteria
Red value indicates a constituent above Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)
Underlined value indicates a concentration that exceeds Direct Contact Criteria
* Indicates that constituent that meets or falls below Statewide Default Background Levels but exceeds Cleanup Criteria

Table 2 - Groundwater Analytical
Shaw Walker, Muskegon, Michigan

Constituent	Chemical Abstract Service Number	Residential Drinking Water Criteria	Nonresidential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Sample Identification	TW-10	TW-11
					Collection Date	9/22/2022	9/22/2022
					Screen Interval	10-15'	10-15'
Volatiles							
Acetone (I)	67-64-1	730	2,100	1,700		<50	
Acrylonitrile (I)	107-13-1	2.6	11	2.0 (M); 1.2		<2.0	
Benzene (I)	71-43-2	5.0 (A)	5.0 (A)	200 (X)		<1.0	
Bromobenzene (I)	108-86-1	18	50	NA		<1.0	
Bromochloromethane	74-97-5					<1.0	
Bromodichloromethane	75-27-4	80 (A,W)	80 (A,W)	ID		<1.0	
Bromoform	75-25-2	80 (A,W)	80 (A,W)	ID		<1.0	
Bromomethane	74-83-9	10	29	5.0 (M); 4.2		<5.0	
2-Butanone (MEK) (I)	78-93-3	13,000	38,000	2,200		<25	
n-Butylbenzene	104-51-8	80	230	ID		<1.0	
sec-Butylbenzene	135-98-8	80	230	ID		<1.0	
tert-Butylbenzene (I)	98-06-6	80	230	ID		<1.0	
Carbon disulfide (I,R)	75-15-0	800	2,300	ID		<5.0	
Carbon tetrachloride	56-23-5	5.0 (A)	5.0 (A)	38 (X)		<1.0	
Chlorobenzene (I)	108-90-7	100 (A)	100 (A)	25		<1.0	
Chloroethane	75-00-3	430	1,700	1,100 (X)		<5.0	
Chloroform	67-66-3	80 (A,W)	80 (A,W)	350		<1.0	
Chloromethane (I)	74-87-3	260	1,100	ID		<5.0	
o-Chlorotoluene (I)	95-49-8	150	420	ID		<5.0	
Dibromochloromethane	124-48-1	80 (A,W)	80 (A,W)	ID		<5.0	
Dibromochloropropane	96-12-8	0.2 (A)	0.2 (A)	ID		<1.0	
Dibromomethane	74-95-3	80	230	NA		<5.0	
1,2-Dichlorobenzene	95-50-1	600 (A)	600 (A)	13		<1.0	
1,3-Dichlorobenzene	541-73-1	6.6	19	28		<1.0	
1,4-Dichlorobenzene	106-46-7	75 (A)	75 (A)	17		<1.0	
Dichlorodifluoromethane	75-71-8	1,700	4,800	ID		<5.0	
1,1-Dichloroethane	75-34-3	880	2,500	740		<1.0	
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	5.0 (A)	360 (X)		<1.0	
cis-1,2-Dichloroethylene	156-59-2	70 (A)	70 (A)	620		<1.0	
trans-1,2-Dichloroethylene	156-60-5	100 (A)	100 (A)	1,500 (X)		<1.0	
1,1-Dichloroethylene (I)	75-35-4	7.0 (A)	7.0 (A)	130		<1.0	
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	5.0 (A)	230 (X)		<1.0	
cis-1,3-Dichloropropylene	10061-01-5					<0.50	
trans-1,3-Dichloropropylene	10061-02-6					<0.50	
Ethylbenzene (I)	100-41-4	74 (E)	74 (E)	18		<1.0	
Ethylene dibromide	106-93-4	0.05 (A)	0.05 (A)	5.7 (X)		<1.0	
2-Hexanone	591-78-6	1,000	2,900	ID		<50	
Isopropyl benzene	98-82-8	800	2,300	28		<5.0	
4-Methyl-2-pentanone (MIBK) (I)	108-10-1	1,800	5,200	ID		<50	
Methylene chloride	75-09-2	5.0 (A)	5.0 (A)	1,500 (X)		<5.0	
Methyl-tert-butyl ether (MTBE)	1634-04-4	40 (E)	40 (E)	7,100 (X)		<5.0	
Naphthalene	91-20-3	520	1,500	11		<5.0	
n-Propylbenzene (I)	103-65-1	80	230	ID		<1.0	
Styrene	100-42-5	100 (A)	100 (A)	80 (X)		<1.0	
1,1,1,2-Tetrachloroethane	630-20-6	77	320	ID		<1.0	
1,1,2,2-Tetrachloroethane	79-34-5	8.5	35	78 (X)		<1.0	
Tetrachloroethylene	127-18-4	5.0 (A)	5.0 (A)	60 (X)		<1.0	
Toluene (I)	108-88-3	790 (E)	790 (E)	270		<1.0	
1,2,4-Trichlorobenzene	120-82-1	70 (A)	70 (A)	99 (X)		<5.0	
1,1,1-Trichloroethane	71-55-6	200 (A)	200 (A)	89		<1.0	
1,1,2-Trichloroethane	79-00-5	5.0 (A)	5.0 (A)	330 (X)		<1.0	
Trichloroethylene	79-01-6	5.0 (A)	5.0 (A)	200 (X)		<1.0	
Trichlorofluoromethane	75-69-4	2,600	7,300	NA		<1.0	
1,2,3-Trichloropropane	96-18-4	42	120	NA		<1.0	
1,2,3-Trimethylbenzene	526-73-8					<1.0	
1,2,4-Trimethylbenzene (I)	95-63-6	63 (E)	63 (E)	17		<1.0	
1,3,5-Trimethylbenzene (I)	108-67-8	72 (E)	72 (E)	45		<1.0	
Vinyl chloride	75-01-4	2.0 (A)	2.0 (A)	13 (X)		<1.0	
Xylenes (I)	1330-20-7	280 (E)	280 (E)	49		<3.0	
Semivolatiles							
Acenaphthene	83-32-9	1,300	3,800	38		<5.0	<5.0
Acenaphthylene	208-96-8	52	150	ID		<5.0	<5.0
Anthracene	120-12-7	43 (S)	43 (S)	ID		<5.0	<5.0
Benzo(a)anthracene (Q)	56-55-3	2.1	8.5	ID		<1.0	<1.0
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	5.0 (A)	ID		<1.0	<1.0
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	1.5 (S, AA)	ID		<1.0	<1.0
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.26 (S)	1.0 (M); 0.26 (S)	ID		<1.0	<1.0
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	1.0 (M); 0.8 (S)	NA		<1.0	<1.0
Chrysene (Q)	218-01-9	1.6 (S)	1.6 (S)	ID		<1.0	<1.0
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	2.0 (M); 0.85	ID		<2.0	<2.0
Fluoranthene	206-44-0	210 (S)	210 (S)	1.6		<1.0	<1.0
Fluorene	86-73-7	880	2,000 (S)	12		<5.0	<5.0
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	2.0 (M); 0.022 (S)	ID		<2.0	<2.0
2-Methylnaphthalene	91-57-6	260	750	19		<5.0	<5.0
Phenanthrene	85-01-8	52	150	2.0 (M); 1.7		<2.0	<2.0
Pyrene	129-00-0	140 (S)	140 (S)	ID		<5.0	<5.0

NOTES:
1) Analytical Results Compared to EGLE Part 201 Cleanup Criteria Requirements for Response Activity Residential Groundwater
2) All results in micrograms per liter (µg/L).
3) Letters in criteria columns refers to Footnotes of the Criteria tables.
4) Blank cell indicates that constituent was not analyzed.

LEGEND:
Bold value indicates a concentration above laboratory method detection limits
Shaded value indicates a constituent above Drinking Water (DW) Criteria
Italicized value indicates a constituent above Groundwater Surface Water (GSI) Criteria
Red value indicates a constituent above Residential Site-Specific Volatilization to Indoor Air Criteria (SSVIAC)

Table 3 - Soil Gas Analytical
Shaw Walker, Muskegon, Michigan

Parameters	Chemical Abstract Service Number	Residential VIAP SSTLs		Parcel 4							
			Sample Location	VP-48-22	VP-49-22	VP-50-22	VP-51-22	VP-52-22	VP-53-22	VP-54-22	VP-55-22
			Collection Date	11/7/2022	11/7/2022	11/7/2022	11/7/2022	11/7/2022	11/7/2022	11/8/2022	11/8/2022
Volatile Organic Compounds (VOCs)											
Acetone	67-64-1	1.0E+06 (EE)st		<57	<57	<57	<57	<57	<57	<57	<57
Benzene	71-43-2	110ca		<19	**20**	<19	<19	<19	<19	<19	<19
Benzyl Chloride	100-44-7	NA		<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2	<6.2
Bromodichloromethane	75-27-4	48ca		<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0	<8.0
Bromoform	75-25-2	NA		<62	<62	<62	<62	<62	<62	<62	<62
Bromomethane	74-83-9	NA		<23	<23	<23	<23	<23	<23	<23	<23
1,3-Butadiene	106-99-0	NA									
2-Butanone	78-93-3	NA		<35	<35	<35	<35	<35	<35	<35	<35
Carbon Disulfide	75-15-0	24,000nc		<37	**77**	<37	<37	<37	<37	<37	<37
Carbon Tetrachloride	56-23-5	NA		<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5	<7.5
Chlorobenzene	108-90-7	NA		<28	<28	<28	<28	<28	<28	<28	<28
Chloroethane	75-00-3	1.4E+05nc		<16	<16	<16	<16	<16	<16	<16	<16
Chloroform	67-66-3	37ca		<5.9	<5.9	**11**	<5.9	<5.9	<5.9	<5.9	<5.9
Chloromethane	74-87-3	3,100nc		<12	<12	<12	<12	<12	<12	<12	<12
Cyclohexane	110-82-7	2.1E+05nc									
Dibromochloromethane	124-48-1	NA		<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1	<4.1
1,2-Dichlorobenzene	95-50-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,3-Dichlorobenzene	541-73-1	NA		<36	<36	<36	<36	<36	<36	<36	<36
1,4-Dichlorobenzene	106-46-7	NA		<36	<36	<36	<36	<36	<36	<36	<36
Dichlorodifluoromethane	75-71-8	NA		<30	<30	<30	<30	<30	<30	<30	<30
1,1-Dichloroethane	75-34-3	530ca		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloroethane	107-06-2	33ca		<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9	<4.9
1,1-Dichloroethene	75-35-4	7,000nc		<24	<24	<24	<24	<24	<24	<24	<24
cis-1,2-Dichloroethene	156-59-2	280nc		<24	<24	<24	<24	<24	<24	<24	<24
trans-1,2-Dichloroethene	156-60-5	2,800nc		<24	<24	<24	<24	<24	<24	<24	<24
1,2-Dichloropropane	78-87-5	NA		<28	<28	<28	<28	<28	<28	<28	<28
cis-1,3-Dichloropropene	10061-01-5	NA		<27	<27	<27	<27	<27	<27	<27	<27
trans-1,3-Dichloropropene	10061-02-6	NA		<27	<27	<27	<27	<27	<27	<27	<27
1,4-Dioxane	123-91-1	NA		<22	<22	<22	<22	<22	<22	<22	<22
Ethyl Acetate	141-78-6	NA									
Ethylbenzene	100-41-4	340ca		<52	<52	<52	<52	<52	<52	<52	<52
Ethylene Dibromide	106-93-4	1.4ca		<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92	<0.92
n-Heptane	142-82-5	1.2E+05nc									
Hexachlorobutadiene	87-68-3	NA									
n-Hexane	110-54-3	24,000nc									
2-Hexanone	591-78-6	NA		<49	<49	<49	<49	<49	<49	<49	<49
Isopropanol	67-63-0	7,000nc									
Methylene Chloride	75-09-2	NA		<42	<42	<42	<42	<42	<42	<42	<42
2-Methylnaphthalene	91-57-6	350nc									
4-Methyl-2-pentanone	108-10-1	27,000 (EE)st		<49	<49	<49	<49	<49	<49	<49	<49
MTBE	1634-04-4	3,300ca		<22	<22	<22	<22	<22	<22	<22	<22
Naphthalene	91-20-3	25ca		<19	<19	<19	<19	<19	<19	<19	<19
Styrene	100-42-5	1,500ca		<51	<51	<51	<51	<51	<51	<51	<51
1,1,2,2-Tetrachloroethane	79-34-5	NA		<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3	<3.3
Tetrachloroethene	127-18-4	1,400 (EE)st		<41	<41	<41	<41	<41	<41	<41	<41
Tetrahydrofuran	109-99-9	70,000nc		<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5	<3.5
Toluene	108-88-3	1.7E+05nc		<23	**32**	<23	<23	<23	<23	<23	<23
1,2,4-Trichlorobenzene	120-82-1	NA		<89	<89	<89	<89	<89	<89	<89	<89
1,1,1-Trichloroethane	71-55-6	1.7E+05 (EE)st		<33	<33	<33	<33	<33	<33	<33	<33
1,1,2-Trichloroethane	79-00-5	7.0nc		<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5	<6.5
Trichloroethene	79-01-6	67 (DD)dev		<1.6	<1.6	<1.6	**7.7**	<1.6	<1.6	<1.6	<1.6
Trichlorofluoromethane	75-69-4	15,000nc		<34	<34	<34	<34	<34	<34	<34	<34
1,1,2-Trichlorotrifluoroethane	76-13-1	NA									
1,2,4-Trimethylbenzene	95-63-6	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29
1,3,5-Trimethylbenzene	108-67-8	2,100 (JT)nc		<29	<29	<29	<29	<29	<29	<29	<29
Vinyl Acetate	108-05-4	NA		<42	<42	<42	<42	<42	<42	<42	<42
Vinyl Chloride	75-01-4	54 (MM)mut		<15	<15	<15	<15	<15	<15	<15	<15
m&p-Xylene	136777-61-2	NA									
o-Xylene	95-47-6	NA									
Xylenes	1330-20-7	7,600 (J)nc		<100	<100	<100	<100	<100	<100	<100	<100
Polynuclear Aromatic Hydrocarbons (PNAs)											
Acenaphthene	83-32-9	7,300nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Acenaphthylene	208-96-8	7,300nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Anthracene	120-12-7	35,000nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Benzo(a)anthracene	56-55-3	5.8 (MM)mut		<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0	<2.0
Fluorene	86-73-7	4,900nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
2-Methylnaphthalene	91-57-6	350nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Naphthalene	91-20-3	25ca		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0
Phenanthrene	85-01-8	3.5nc		**2.3**	<2.0	**3.9**	<2.0	<2.0	<2.0	<2.0	<2.0
Pyrene	129-00-0	3,500nc		<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0	<5.0

NOTES:

1) All results in micrograms per cubic meter (µg/m^3).

2) Blank cell indicates that constituent was not analyzed.

3) The results were compared to Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs) that were created for Parcels 1 through 3. ERG is relating the results of Parcel 4 for comparison sake.

LEGEND:

Bold value indicates a concentration above laboratory method detection limits

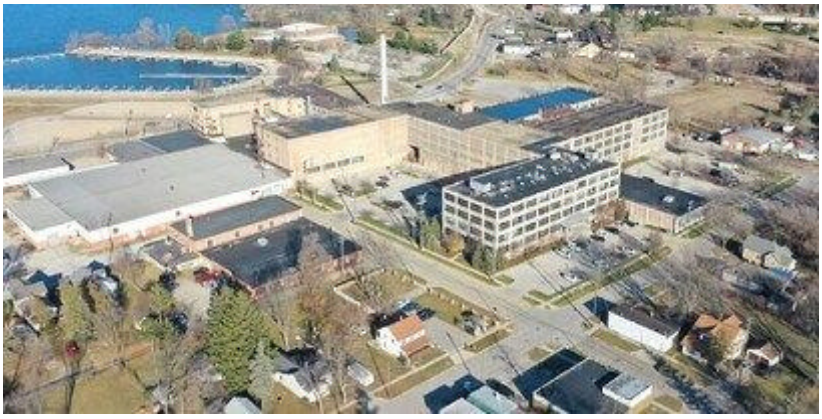
Yellow value indicates constituent above Residential Volatilization to Indoor Air Pathway (VIAP) Site-Specific Target Levels (SSTLs).

FIGURE 6
COLOR SITE PHOTOGRAPHS

See attached.

Figure 6-1





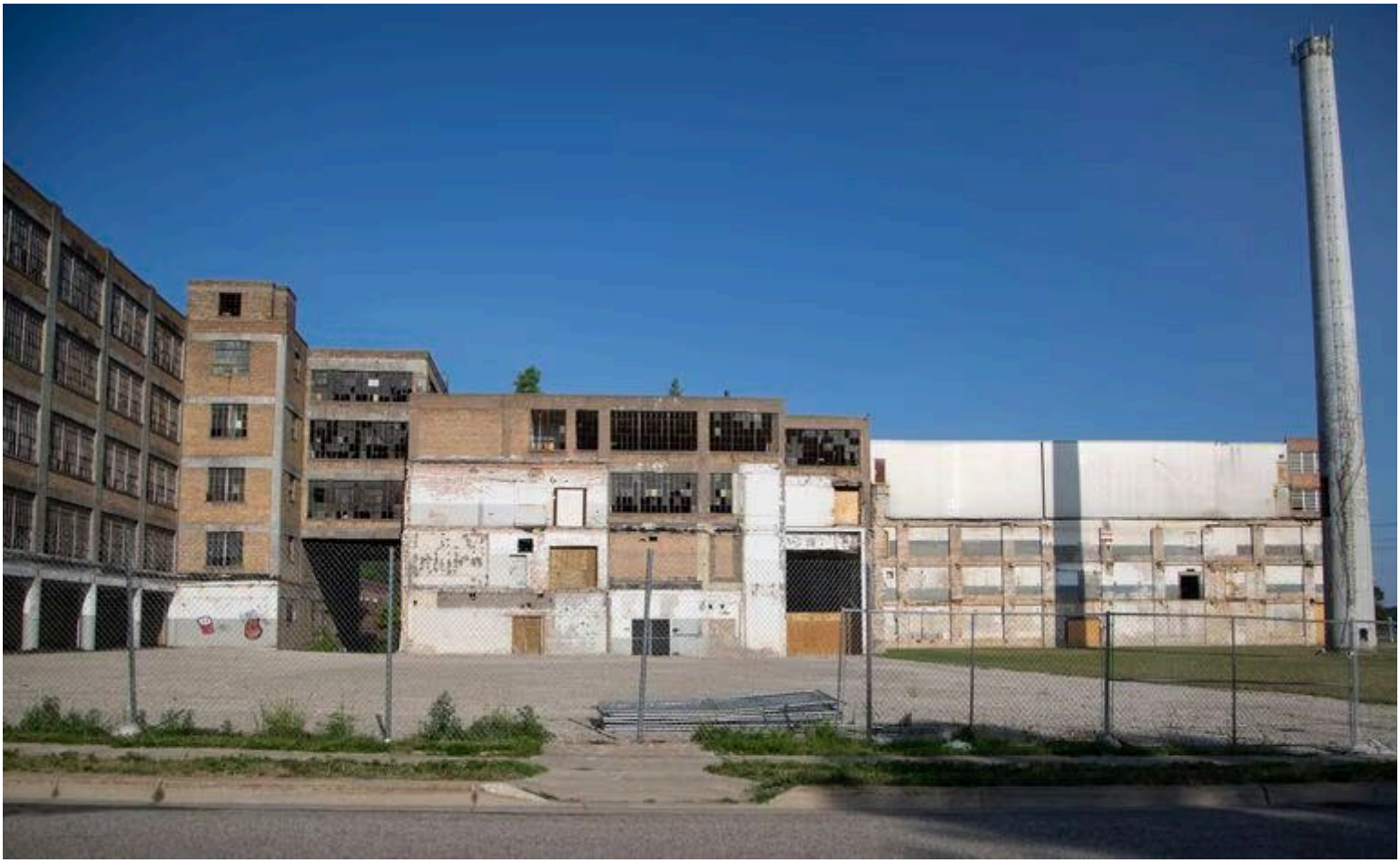
















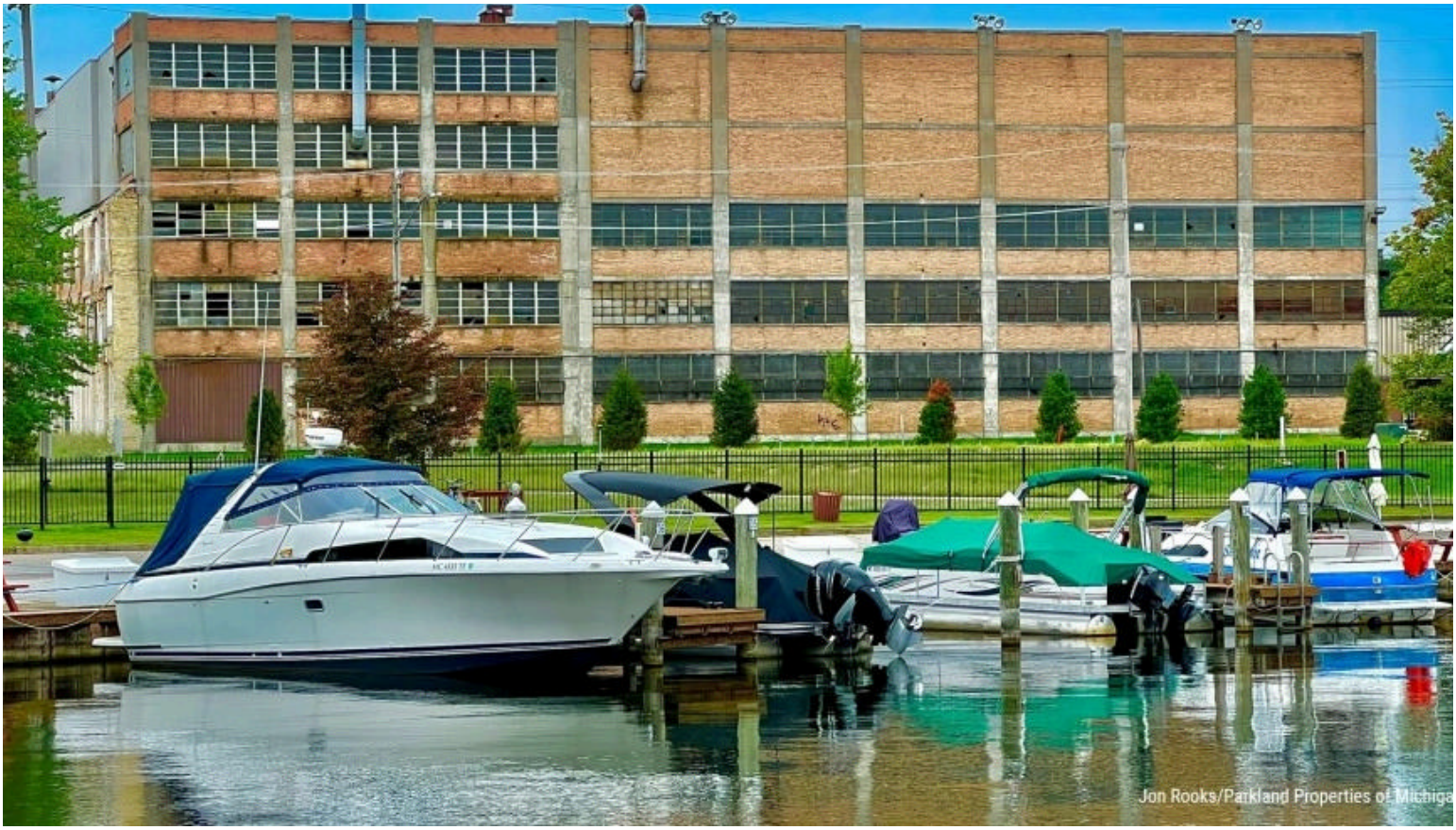

Jon Rooks/Parkland Properties of Michiga



































FIGURE 7
PROJECT RENDERINGS

Figure 7-1

SHAW WALKER CONDOS, APARTMENTS, AND AMENITIES

MUSKEGON, MICHIGAN

PARKLAND PROPERTIES X GHAFARI ARCHITECTS


CURRENT VIEW FROM BOYS AND GIRLS CLUB



FUTURE VIEW FROM BOYS AND GIRLS CLUB



FUTURE VIEW FROM BOYS AND GIRLS CLUB



FUTURE VIEW OF CONDOS FROM WESTERN AVE



FUTURE VIEW OF CONDOS FROM WESTERN AVE



CURRENT VIEW FROM CITY MARINA

NEW VIEW FROM CITY MARINA



FUTURE VIEW OF COURTYARD



ROOFTOP POOL AND DECK WITH CLUBHOUSES



ROOFTOP POOL AND DECK WITH CLUBHOUSES



POOL DECK AND JACUZZI


ROOFTOP POOL CLUBHOUSE



ROOFTOP POOL CLUBHOUSE



NORTH CLUBHOUSE



MAIN APARTMENT LOBBY



MAIN APARTMENT LOBBY



PRIVATE CONDOMINIUM ENTRY LOBBY



CLUB HOUSE MEETING ROOM

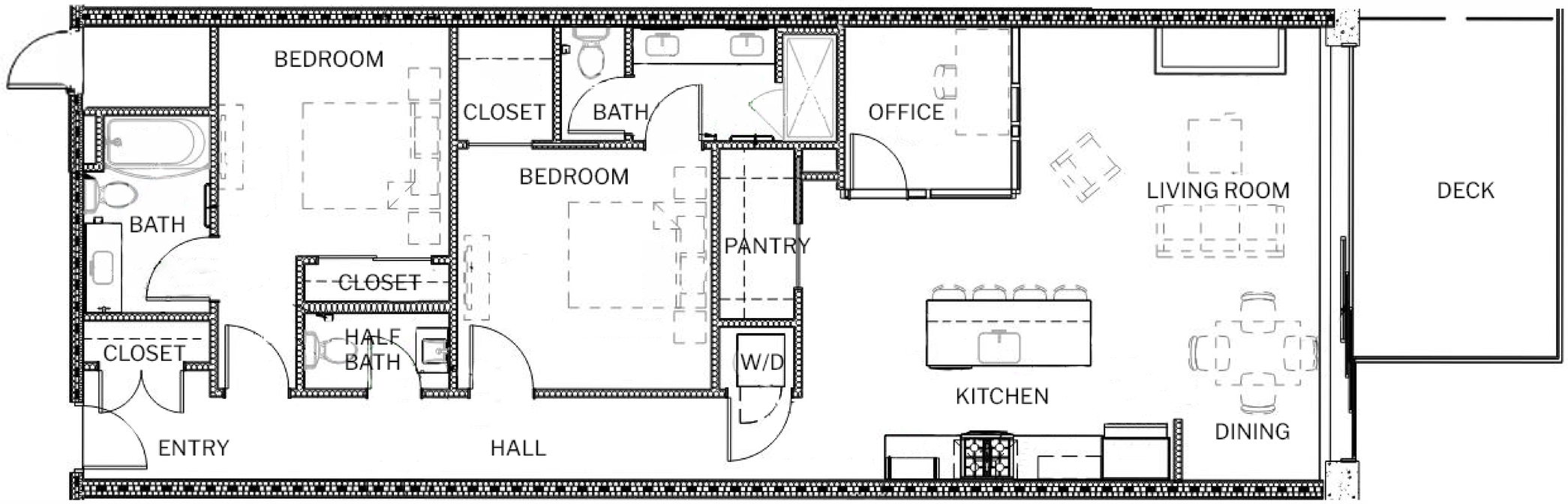

CONDO OWNERS CLUBHOUSE AND LIBRARY



HISTORIC TRIBUTE ROOM TO FORMER FURNITURE FACTORY FOUNDERS


432 APARTMENTS FOR RENT


432 APARTMENTS FOR RENT



CONDOMINIUM EXAMPLE (69 CONDOMINIUMS)

CONDOMINIUM FLOOR PLAN SHOWN IN RENDERINGS


CONDO ENTRY

KITCHEN WITH SHELVES

KITCHEN - ALTERNATE WITH EXTRA CABINET



KITCHEN WITH PANTRY


LIVING AREA


LIVING AREA - ALTERNATE WITH NO OFFICE


DINING AREA


DINING AREA - ALTERNATE WITH NO OFFICE


DINING AREA - ALTERNATE WITH NO OFFICE OR FIREPLACE


VIEWS TO THE LAKE



VIEWS TO THE LAKE - DOORS OPEN



VIEWS TO THE LAKE - ALTERNATEWITH NO OFFICE



VIEWS TO THE LAKE - ALTERNATE WITH NO OFFICE OR FIREPLACE


LIFE AT THE EDGE
OFFICE


OFFICE - ALTERNATE WITH NO PRIVACY WALLS



PRIMARY BEDROOM WITH EN SUITE BATHROOM



PRIMARY BEDROOMS’ EN SUITE BATHROOM

SECONDARY BEDROOM WITH EN SUITE BATHROOM



SECONDARY BEDROOMS’ EN SUITE BATHROOM WITH TUB AND SHOWER

HALF BATH

LAUNDRY ROOM



KITCHEN



KITCHEN WITH EXTRA CABINET



KITCHEN WITH SHELVES

FIGURE 8
SITE PLANS

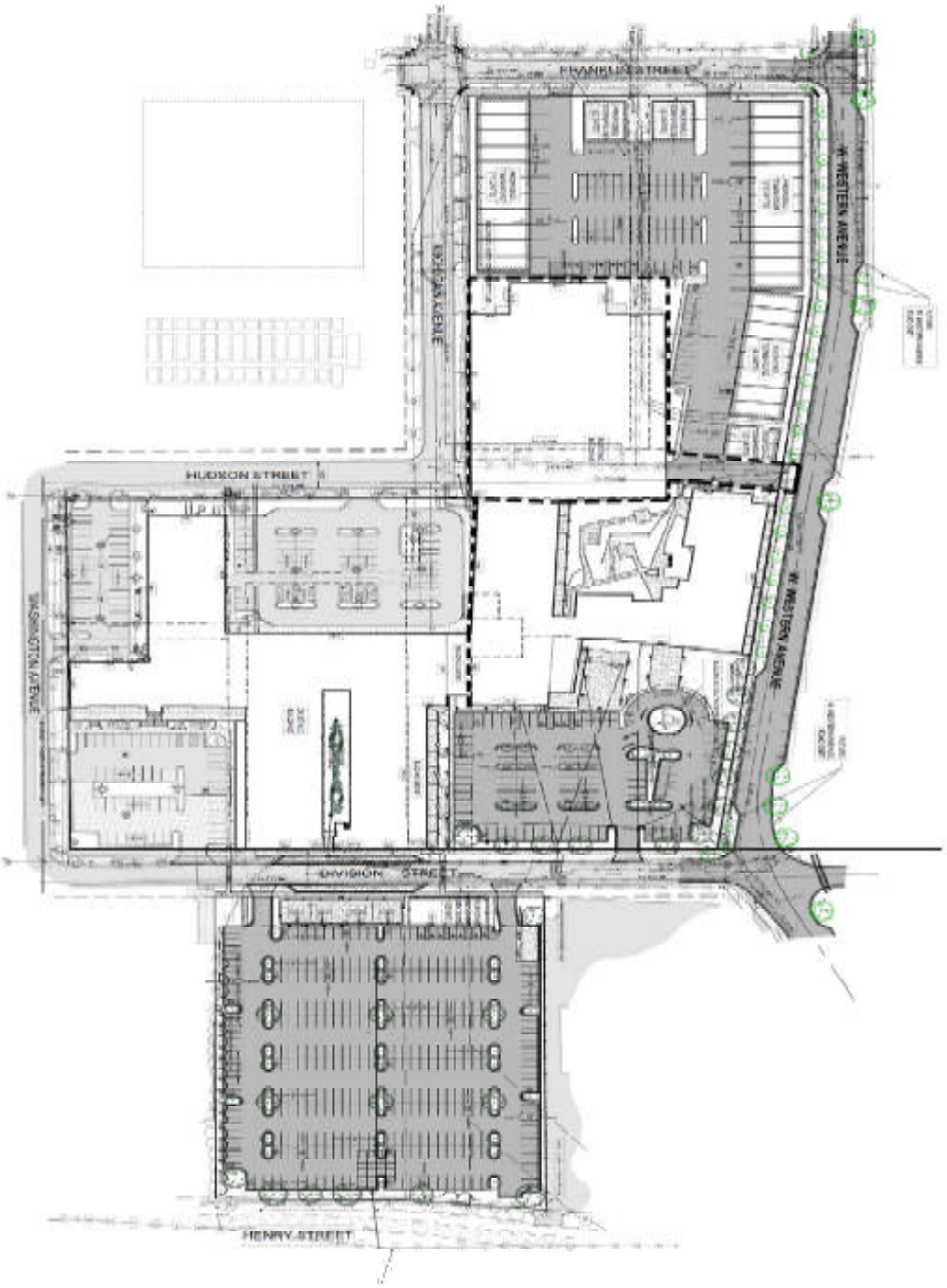


Figure 8-1

TABLES

Table 1
Shaw Walker TBP
Muskegon, Michigan
Total Project Capture Summary

Year	Constr. Sales/Use Tax Exemption	Constr. PIT Capture	Residential Income Tax Capture	Commercial Withholding Capture	Incr. Property Tax Capture - SCHOOL	Incr. Property Tax Capture - LOCAL	Sales Tax Capture	Total TBP Benefit
2024	$0	$0	$0	$0	$0	$0	$0	$0
2025	$0	$0	$0	$0	$0	$0	$0	$0
2026	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2027	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2028	$1,637,135	$1,270,691	$1,870,361	$286,078	$0	$0	$225,000	$5,289,265
2029	$0	$0	$2,193,934	$355,309	$0	$0	$278,100	$2,827,343
2030	$0	$0	$2,537,865	$388,175	$33,691	$82,256	$302,357	$3,344,344
2031	$0	$0	$2,626,690	$401,761	$34,426	$83,914	$311,427	$3,458,219
2032	$0	$0	$2,718,625	$415,823	$61,285	$85,307	$320,770	$3,601,809
2033	$0	$0	$2,813,776	$430,377	$62,630	$87,025	$330,393	$3,724,201
2034	$0	$0	$2,912,259	$445,440	$64,003	$88,777	$340,305	$3,850,783
2035	$0	$0	$3,014,188	$461,030	$65,403	$90,565	$350,514	$3,981,699
2036	$0	$0	$3,119,684	$477,166	$66,830	$92,388	$361,029	$4,117,099
2037	$0	$0	$3,228,873	$493,867	$68,287	$94,248	$371,860	$4,257,135
2038	$0	$0	$3,341,884	$511,153	$69,772	$176,941	$383,016	$4,482,766
2039	$0	$0	$3,458,850	$529,043	$1,054,332	$1,414,967	$394,507	$6,851,698
2040	$0	$0	$3,579,909	$547,559	$1,106,318	$1,783,639	$406,342	$7,423,768
2041	$0	$0	$3,705,206	$566,724	$1,270,790	$2,136,899	$418,532	$8,098,151
2042	$0	$0	$3,834,888	$586,559	$1,298,332	$2,329,763	$431,088	$8,480,631
2043	$0	$0	$3,969,109	$607,089	$1,326,031	$2,415,527	$444,021	$8,761,778
2044	$0	$0	$4,108,028	$628,337	$1,353,874	$2,482,235	$457,341	$9,029,815
2045	$0	$0	$4,251,809	$650,329	$1,381,855	$2,533,124	$471,062	$9,288,179
2046	$0	$0	$4,400,623	$673,090	$1,410,396	$2,585,032	$485,193	$9,554,334
2047	$0	$0	$290,384	$44,415	$1,439,508	$2,637,977	$31,862	$4,444,146
2048	$0	$0	$0	$0	$1,469,202	$2,691,981	$0	$4,161,183
2049	$0	$0	$0	$0	$1,499,489	$2,747,066	$0	$4,246,555
2050	$0	$0	$0	$0	$1,530,383	$2,803,252	$0	$4,333,635
2051	$0	$0	$0	$0	$1,561,895	$2,860,562	$0	$4,422,456
2052	$0	$0	$0	$0	$1,594,036	$2,919,018	$0	$4,513,054
2053	$0	$0	$0	$0	$1,626,821	$2,978,643	$0	$4,605,464
2054	$0	$0	$0	$0	$1,660,261	$3,039,461	$0	$4,699,722
2055	$0	$0	$0	$0	$2,023,088	$3,101,495	$0	$5,124,583
2056	$0	$0	$0	$0	$1,108,909	$1,700,012	$0	$2,808,921
TOTAL (30 Yrs)	$4,911,404	$3,812,074	$61,976,945	$9,499,324	$26,241,847	$46,042,075	$7,114,720	$159,598,389

Table 2
Shaw Walker TBP
Muskegon, Michigan
Safe Harbor Project Capture
Summary

Year	Constr. Sales/Use Tax Exemption	Constr. PIT Capture	Residential Income Tax Capture - Safe Harbor*	Commercial Withholding Capture - Safe Harbor*	Incr. Property Tax Capture - SCHOOL	Incr. Property Tax Capture - LOCAL	Sales Tax Capture	Total TBP Benefit
2024	$0	$0	$0	$0	$0	$0	$0	$0
2025	$0	$0	$0	$0	$0	$0	$0	$0
2026	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2027	$1,637,135	$1,270,691	$0	$0	$0	$0	$0	$2,907,826
2028	$1,637,135	$1,270,691	$1,683,325	$257,470	$0	$0	$225,000	$5,073,621
2029	$0	$0	$1,974,540	$319,778	$0	$0	$278,100	$2,572,418
2030	$0	$0	$2,284,079	$349,358	$33,691	$82,256	$302,357	$3,051,740
2031	$0	$0	$2,364,021	$361,585	$34,426	$83,914	$311,427	$3,155,373
2032	$0	$0	$2,446,762	$374,241	$61,285	$85,307	$320,770	$3,288,364
2033	$0	$0	$2,532,399	$387,339	$62,630	$87,025	$330,393	$3,399,786
2034	$0	$0	$2,621,033	$400,896	$64,003	$88,777	$340,305	$3,515,014
2035	$0	$0	$2,712,769	$414,927	$65,403	$90,565	$350,514	$3,634,178
2036	$0	$0	$2,807,716	$429,450	$66,830	$92,388	$361,029	$3,757,413
2037	$0	$0	$2,905,986	$444,480	$68,287	$94,248	$371,860	$3,884,861
2038	$0	$0	$3,007,695	$460,037	$69,772	$176,941	$383,016	$4,097,462
2039	$0	$0	$3,112,965	$476,139	$1,054,332	$1,414,967	$394,507	$6,452,909
2040	$0	$0	$3,221,918	$492,803	$1,106,318	$1,783,639	$406,342	$7,011,021
2041	$0	$0	$3,334,686	$510,052	$1,270,790	$2,136,899	$418,532	$7,670,958
2042	$0	$0	$3,451,400	$527,903	$1,298,332	$2,329,763	$431,088	$8,038,487
2043	$0	$0	$3,572,199	$546,380	$1,326,031	$2,415,527	$444,021	$8,304,158
2044	$0	$0	$3,697,225	$565,503	$1,353,874	$2,482,235	$457,341	$8,556,179
2045	$0	$0	$3,826,628	$585,296	$1,381,855	$2,533,124	$471,062	$8,797,965
2046	$0	$0	$3,960,560	$605,781	$1,410,396	$2,585,032	$485,193	$9,046,963
2047	$0	$0	$261,346	$39,974	$1,439,508	$2,637,977	$31,862	$4,410,666
2048	$0	$0	$0	$0	$1,469,202	$2,691,981	$0	$4,161,183
2049	$0	$0	$0	$0	$1,499,489	$2,747,066	$0	$4,246,555
2050	$0	$0	$0	$0	$1,530,383	$2,803,252	$0	$4,333,635
2051	$0	$0	$0	$0	$1,561,895	$2,860,562	$0	$4,422,456
2052	$0	$0	$0	$0	$1,594,036	$2,919,018	$0	$4,513,054
2053	$0	$0	$0	$0	$1,626,821	$2,978,643	$0	$4,605,464
2054	$0	$0	$0	$0	$1,660,261	$3,039,461	$0	$4,699,722
2055	$0	$0	$0	$0	$2,023,088	$3,101,495	$0	$5,124,583
2056	$0	$0	$0	$0	$1,108,909	$1,700,012	$0	$2,808,921
TOTAL (30 Yrs)	$4,911,404	$3,812,074	$55,779,251	$8,549,392	$26,241,847	$46,042,075	$7,114,720	$152,450,762

*20yr Capture Safe Harbor Calculations above are shown above at 90% of the Total Capture figures in Table 1 (0.90 * Annual Total Capture Figures in Table 1)

Table 3
Shaw Walker TBP Capture and Reimbursement Roll-up
Muskegon, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	34.5%	$ 113,556,314		$ 113,556,314
Local	65.5%	$ 46,042,075		$ 46,042,075
TOTAL		$ 159,598,389		$ 159,598,389
EGLE	0.0%			$ -
MSF	100.0%	$ 159,598,389		$ 159,598,389

Estimated Total Years of Plan:	31

Estimated Capture	$ 176,424,597
Administrative Fees	$ 891,101
State Brownfield Redevelopment Fund	$ 4,509,542
Local Brownfield Revolving Fund	$ -

		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Total State Property Tax Incremental Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ 45,970	$ 46,960	$ 77,810	$ 79,504	$ 81,232	$ 82,995	$ 84,793	$ 86,627	$ 88,497	$ 1,236,681	$ 1,322,440
State Brownfield Redevelopment Fund (50% of SET)		$ -	$ -	$ -	$ -	$ -	$ -	$ (12,279)	$ (12,534)	$ (16,525)	$ (16,874)	$ (17,229)	$ (17,592)	$ (17,962)	$ (18,340)	$ (18,725)	$ (182,348)	$ (216,122)
State TIR Available for Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ 33,691	$ 34,426	$ 61,285	$ 62,630	$ 64,003	$ 65,403	$ 66,830	$ 68,287	$ 69,772	$ 1,054,332	$ 1,106,318
Total Local Property Tax Incremental Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ 83,551	$ 85,236	$ 86,954	$ 88,707	$ 90,495	$ 92,318	$ 94,178	$ 96,075	$ 179,622	$ 1,441,751	$ 1,815,014
BRA Administrative Fee	1%	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,295)	$ (1,322)	$ (1,648)	$ (1,682)	$ (1,717)	$ (1,753)	$ (1,790)	$ (1,827)	$ (2,681)	$ (26,784)	$ (31,375)
Local TIR Available for Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ 82,256	$ 83,914	$ 85,307	$ 87,025	$ 88,777	$ 90,565	$ 92,388	$ 94,248	$ 176,941	$ 1,414,967	$ 1,783,639
Construction Period Exemption/Income Tax Capture Available		$0	$0	$2,907,826	$2,907,826	$2,907,826	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Revenue TIR Available for Reimbursement		$ -	$ -	$ 2,907,826	$ 2,907,826	$ 2,907,826	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total 20yr Revenue Capture Available		$0	$0	$0	$0	$2,381,439	$2,827,343	$3,228,397	$3,339,879	$3,455,217	$3,574,546	$3,698,003	$3,825,732	$3,957,880	$4,094,601	$4,236,052	$4,382,399	$4,533,811
Revenue TIR Available for Reimbursement		$ -	$ -	$ -	$ -	$ 2,381,439	$ 2,827,343	$ 3,228,397	$ 3,339,879	$ 3,455,217	$ 3,574,546	$ 3,698,003	$ 3,825,732	$ 3,957,880	$ 4,094,601	$ 4,236,052	$ 4,382,399	$ 4,533,811
Total State & Local TBP Available		$ -	$ -	$ 2,907,826	$ 2,907,826	$ 5,289,265	$ 2,827,343	$ 3,344,344	$ 3,458,219	$ 3,601,809	$ 3,724,201	$ 3,850,783	$ 3,981,699	$ 4,117,099	$ 4,257,135	$ 4,482,766	$ 6,851,698	$ 7,423,768
DEVELOPER	Beginning Balance																	
DEVELOPER Reimbursement Balance	*$ 159,598,389*	*$ 159,598,389*	*$ 159,598,389*	*$ 156,690,563*	*$ 153,782,737*	*$ 148,493,472*	*$ 145,666,129*	*$ 142,321,785*	*$ 138,863,567*	*$ 135,261,758*	*$ 131,537,556*	*$ 127,686,773*	*$ 123,705,073*	*$ 119,587,975*	*$ 115,330,839*	*$ 110,848,074*	*$ 103,996,375*	*$ 96,572,608*
TBP Costs	*$ 159,598,389*	*$ 159,598,389*	*$ 159,598,389*	*$ 159,598,389*	*$ 156,690,563*	*$ 153,782,737*	*$ 148,493,472*	*$ 145,666,129*	*$ 142,321,785*	*$ 138,863,567*	*$ 135,261,758*	*$ 131,537,556*	*$ 127,686,773*	*$ 123,705,073*	*$ 119,587,975*	*$ 115,330,839*	*$ 110,848,074*	*$ 103,996,375*
State Tax Reimbursement		$ -	$ -	$ 2,907,826	$ 2,907,826	$ 5,289,265	$ 2,827,343	$ 3,262,088	$ 3,374,305	$ 3,516,502	$ 3,637,177	$ 3,762,006	$ 3,891,134	$ 4,024,710	$ 4,162,887	$ 4,305,825	$ 5,436,732	$ 5,640,128
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ 82,256	$ 83,914	$ 85,307	$ 87,025	$ 88,777	$ 90,565	$ 92,388	$ 94,248	$ 176,941	$ 1,414,967	$ 1,783,639
Total MSF Reimbursement Balance		*$ 159,598,389*	*$ 159,598,389*	*$ 156,690,563*	*$ 153,782,737*	*$ 148,493,472*	*$ 145,666,129*	*$ 142,321,785*	*$ 138,863,567*	*$ 135,261,758*	*$ 131,537,556*	*$ 127,686,773*	*$ 123,705,073*	*$ 119,587,975*	*$ 115,330,839*	*$ 110,848,074*	*$ 103,996,375*	*$ 96,572,608*
Total Annual Developer Reimbursement		*$ -*	*$ -*	*$ 2,907,826*	*$ 2,907,826*	*$ 5,289,265*	*$ 2,827,343*	*$ 3,344,344*	*$ 3,458,219*	*$ 3,601,809*	*$ 3,724,201*	*$ 3,850,783*	*$ 3,981,699*	*$ 4,117,099*	*$ 4,257,135*	*$ 4,482,766*	*$ 6,851,698*	*$ 7,423,768*
LBRF Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Table 3
Shaw Walker TBP Capture and Reimbursement Roll-up
Muskegon, Michigan

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	TOTAL
$ 1,515,928	$ 1,549,728	$ 1,583,415	$ 1,616,956	$ 1,650,331	$ 1,684,374	$ 1,719,097	$ 1,754,515	$ 1,790,641	$ 1,827,490	$ 1,865,076	$ 1,903,413	$ 1,942,517	$ 1,982,404	$ 2,023,088	$ 1,108,909	$ -	$ -	$ -	$ 30,751,389
$ (245,138)	$ (251,395)	$ (257,384)	$ (263,082)	$ (268,476)	$ (273,978)	$ (279,589)	$ (285,313)	$ (291,152)	$ (297,107)	$ (303,181)	$ (309,377)	$ (315,697)	$ (322,143)	$ -	$ -	$ -	$ -	$ -	$ (4,509,542)
$ 1,270,790	$ 1,298,332	$ 1,326,031	$ 1,353,874	$ 1,381,855	$ 1,410,396	$ 1,439,508	$ 1,469,202	$ 1,499,489	$ 1,530,383	$ 1,561,895	$ 1,594,036	$ 1,626,821	$ 1,660,261	$ 2,023,088	$ 1,108,909	$ -	$ -	$ -	$ 26,241,847
$ 2,173,796	$ 2,368,950	$ 2,455,921	$ 2,523,641	$ 2,575,381	$ 2,628,157	$ 2,681,988	$ 2,736,895	$ 2,792,901	$ 2,850,027	$ 2,908,296	$ 2,967,729	$ 3,028,352	$ 3,090,187	$ 3,153,258	$ 3,217,591	$ 3,283,211	$ 3,350,143	$ 3,418,414	$ 58,358,742
$ (36,897)	$ (39,187)	$ (40,393)	$ (41,406)	$ (42,257)	$ (43,125)	$ (44,011)	$ (44,914)	$ (45,835)	$ (46,775)	$ (47,734)	$ (48,711)	$ (49,709)	$ (50,726)	$ (51,763)	$ (43,265)	$ (32,832)	$ (33,501)	$ (34,184)	$ (891,101)
$ 2,136,899	$ 2,329,763	$ 2,415,527	$ 2,482,235	$ 2,533,124	$ 2,585,032	$ 2,637,977	$ 2,691,981	$ 2,747,066	$ 2,803,252	$ 2,860,562	$ 2,919,018	$ 2,978,643	$ 3,039,461	$ 3,101,495	$ 3,174,326	$ 3,250,379	$ 3,316,642	$ 3,384,230	$ 57,467,641
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,723,477
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,723,477
$4,690,462	$4,852,536	$5,020,219	$5,193,707	$5,373,200	$5,558,906	$366,661	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$78,590,989
$ 4,690,462	$ 4,852,536	$ 5,020,219	$ 5,193,707	$ 5,373,200	$ 5,558,906	$ 366,661	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,590,989
$ 8,098,151	$ 8,480,631	$ 8,761,778	$ 9,029,815	$ 9,288,179	$ 9,554,334	$ 4,444,146	$ 4,161,183	$ 4,246,555	$ 4,333,635	$ 4,422,456	$ 4,513,054	$ 4,605,464	$ 4,699,722	$ 5,124,583	$ 4,283,235	$ 3,250,379	$ 3,316,642	$ 3,384,230	$ 171,023,954
$ 88,474,456	*$ 79,993,825*	*$ 71,232,047*	*$ 62,202,232*	*$ 52,914,053*	*$ 43,359,719*	*$ 38,915,574*	*$ 34,754,391*	*$ 30,507,835*	*$ 26,174,200*	*$ 21,751,744*	*$ 17,238,690*	*$ 12,633,226*	*$ 7,933,504*	*$ 2,808,921*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
$ 96,572,608	*$ 88,474,456*	*$ 79,993,825*	*$ 71,232,047*	*$ 62,202,232*	*$ 52,914,053*	*$ 43,359,719*	*$ 38,915,574*	*$ 34,754,391*	*$ 30,507,835*	*$ 26,174,200*	*$ 21,751,744*	*$ 17,238,690*	*$ 12,633,226*	*$ 7,933,504*	*$ 2,808,921*	*$ -*	*$ -*	*$ -*	*$ -*
$ 5,961,252	$ 6,150,868	$ 6,346,250	$ 6,547,580	$ 6,755,055	$ 6,969,302	$ 1,806,169	$ 1,469,202	$ 1,499,489	$ 1,530,383	$ 1,561,895	$ 1,594,036	$ 1,626,821	$ 1,660,261	$ 2,023,088	$ 1,108,909	$ -	$ -	$ -	$ 113,556,314
$ 2,136,899	$ 2,329,763	$ 2,415,527	$ 2,482,235	$ 2,533,124	$ 2,585,032	$ 2,637,977	$ 2,691,981	$ 2,747,066	$ 2,803,252	$ 2,860,562	$ 2,919,018	$ 2,978,643	$ 3,039,461	$ 3,101,495	$ 1,700,012	$ -	$ -	$ -	$ 46,042,075
$ 88,474,456	*$ 79,993,825*	*$ 71,232,047*	*$ 62,202,232*	*$ 52,914,053*	*$ 43,359,719*	*$ 38,915,574*	*$ 34,754,391*	*$ 30,507,835*	*$ 26,174,200*	*$ 21,751,744*	*$ 17,238,690*	*$ 12,633,226*	*$ 7,933,504*	*$ 2,808,921*	*$ -*	*$ -*	*$ -*	*$ -*	
$ 8,098,151	*$ 8,480,631*	*$ 8,761,778*	*$ 9,029,815*	*$ 9,288,179*	*$ 9,554,334*	*$ 4,444,146*	*$ 4,161,183*	*$ 4,246,555*	*$ 4,333,635*	*$ 4,422,456*	*$ 4,513,054*	*$ 4,605,464*	*$ 4,699,722*	*$ 5,124,583*	*$ 2,808,921*	*$ -*	*$ -*	*$ -*	$ 159,598,389
$ -	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 1,474,314*	*$ 3,250,379*	*$ 3,316,642*	*$ 3,384,230*	$ 11,425,565

Table 4

TIR Capture Estimates - Commercial
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:	2% per year			OPRA Abatement																			
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044		
Base Taxable Value	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768		
Estimated New TV	$ 281,768	$ 281,768	$ 2,458,300	$ 2,507,466	$ 2,557,615	$ 2,608,768	$ 2,660,943	$ 2,714,162	$ 2,768,445	$ 2,823,814	$ 2,880,290	$ 2,937,896	$ 2,996,654	$ 3,056,587	$ 3,117,719	$ 3,180,073	$ 3,243,675	$ 3,308,548	$ 3,374,719	$ 3,442,213	$ 3,511,058		
Incremental Difference (New TV - Base TV)	$ -	$ -	$ 2,176,532	$ 2,225,698	$ 2,275,847	$ 2,327,000	$ 2,379,175	$ 2,432,394	$ 2,486,677	$ 2,542,046	$ 2,598,522	$ 2,656,128	$ 2,714,886	$ 2,774,819	$ 2,835,951	$ 2,898,305	$ 2,961,907	$ 3,026,780	$ 3,092,951	$ 3,160,445	$ 3,229,290		
School Capture	**Millage Rate**																						
State Education Tax (SET)	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,138	$ 7,297	$ 14,920	$ 15,252	$ 15,591	$ 15,937	$ 16,289	$ 16,649	$ 17,016	$ 17,390	$ 17,771	$ 18,161	$ 18,558	$ 18,963	$ 19,376	
School Operating Tax	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,413	$ 21,892	$ 44,760	$ 45,757	$ 46,773	$ 47,810	$ 48,868	$ 49,947	$ 51,047	$ 52,169	$ 53,314	$ 54,482	$ 55,673	$ 56,888	$ 58,127	
School Total	24.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,550	$ 29,189	$ 59,680	$ 61,009	$ 62,365	$ 63,747	$ 65,157	$ 66,596	$ 68,063	$ 69,559	$ 71,086	$ 72,643	$ 74,231	$ 75,851	$ 77,503	
Local Capture	**Millage Rate**																						
County Operating	5.6097	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,909	$ 16,259	$ 16,615	$ 16,979	$ 17,351	$ 17,729	$ 18,115		
City Operating	9.8554	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,949	$ 28,564	$ 29,191	$ 29,830	$ 30,482	$ 31,147	$ 31,826		
City Sanitation	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,327	$ 8,511	$ 8,697	$ 8,888	$ 9,082	$ 9,280	$ 9,482		
Hackley Library	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,669	$ 6,816	$ 6,965	$ 7,118	$ 7,273	$ 7,432	$ 7,594		
County Veterans	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 210	$ 214	$ 219	$ 224	$ 229	$ 234	$ 239		
Senior Citizens Svc	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,396	$ 1,426	$ 1,458	$ 1,489	$ 1,522	$ 1,555	$ 1,589		
Central Dispatch	0.2952	$ -	$ -												$ 837	$ 856	$ 874	$ 894	$ 913	$ 933	$ 953		
Comm College	2.1693	$ -	$ -												$ 6,152	$ 6,287	$ 6,425	$ 6,566	$ 6,710	$ 6,856	$ 7,005		
MAISD	4.6773	$ -	$ -												$ 13,265	$ 13,556	$ 13,854	$ 14,157	$ 14,467	$ 14,782	$ 15,104		
City Museum	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 899	$ 918	$ 939	$ 959	$ 980	$ 1,002	$ 1,023		
Local Total	28.7778	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,612	$ 83,407	$ 85,237	$ 87,104	$ 89,008	$ 90,951	$ 92,932		
Non-Capturable Millages	**Millage Rate**																						
Hackley Debt	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,418	$ 1,449	$ 1,481	$ 1,513	$ 1,546	$ 1,580	$ 1,614		
MPS Debt 2020	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 142	$ 145	$ 148	$ 151	$ 155	$ 158	$ 161		
MPS Debt 2021	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,837	$ 22,317	$ 22,807	$ 23,306	$ 23,816	$ 24,335	$ 24,866		
Comm College Debt	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 766	$ 783	$ 800	$ 817	$ 835	$ 853	$ 872		
MPS Sinking Fund	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,754	$ 2,815	$ 2,877	$ 2,940	$ 3,004	$ 3,069	$ 3,136		
Total Non-Capturable Taxes	9.4911	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,916	$ 27,508	$ 28,112	$ 28,727	$ 29,356	$ 29,996	$ 30,650		
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ 28,550	$ 29,189	$ 59,680	$ 61,009	$ 62,365	$ 63,747	$ 65,157	$ 66,596	$ 149,675	$ 152,966	$ 156,323	$ 159,747	$ 163,239	$ 166,801	$ 170,435	

Footnotes:
Assumes millages rates remain the same

Table 4

TIR Capture Estimates - Commercial
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768	$ 281,768
Estimated New TV	$ 3,581,279	$ 3,652,904	$ 3,725,963	$ 3,800,482	$ 3,876,491	$ 3,954,021	$ 4,033,102	$ 4,113,764	$ 4,196,039	$ 4,279,960	$ 4,365,559	$ 4,452,870	$ 4,541,928	$ 4,632,766	$ 4,725,421	$ 4,725,421
Incremental Difference (New TV - Base TV)	$ 3,299,511	$ 3,371,136	$ 3,444,195	$ 3,518,714	$ 3,594,723	$ 3,672,253	$ 3,751,334	$ 3,831,996	$ 3,914,271	$ 3,998,192	$ 4,083,791	$ 4,171,102	$ 4,260,160	$ 4,350,998	$ 4,443,653	$ 4,443,653
School Capture	**Millage Rate**															
State Education Tax (SET)	6.0000	$ 19,797	$ 20,227	$ 20,665	$ 21,112	$ 21,568	$ 22,034	$ 22,508	$ 22,992	$ 23,486	$ 23,989	$ 24,503	$ 13,307	$ -	$ -	$ -	$ 492,495
School Operating Tax	18.0000	$ 59,391	$ 60,680	$ 61,996	$ 63,337	$ 64,705	$ 66,101	$ 67,524	$ 68,976	$ 70,457	$ 71,967	$ 73,508	$ 39,921	$ -	$ -	$ -	$ 1,477,484
School Total	24.0000	$ 79,188	$ 80,907	$ 82,661	$ 84,449	$ 86,273	$ 88,134	$ 90,032	$ 91,968	$ 93,943	$ 95,957	$ 98,011	$ 53,228	$ -	$ -	$ -	$ 1,969,979
Local Capture	**Millage Rate**															
County Operating	5.6097	$ 18,509	$ 18,911	$ 19,321	$ 19,739	$ 20,165	$ 20,600	$ 21,044	$ 21,496	$ 21,958	$ 22,429	$ 22,909	$ 23,399	$ 23,898	$ 24,408	$ 24,928	$ 442,671
City Operating	9.8554	$ 32,518	$ 33,224	$ 33,944	$ 34,678	$ 35,427	$ 36,192	$ 36,971	$ 37,766	$ 38,577	$ 39,404	$ 40,247	$ 41,108	$ 41,986	$ 42,881	$ 43,794	$ 777,706
City Sanitation	2.9364	$ 9,689	$ 9,899	$ 10,114	$ 10,332	$ 10,556	$ 10,783	$ 11,015	$ 11,252	$ 11,494	$ 11,740	$ 11,992	$ 12,248	$ 12,510	$ 12,776	$ 13,048	$ 231,716
Hackley Library	2.3516	$ 7,759	$ 7,928	$ 8,099	$ 8,275	$ 8,453	$ 8,636	$ 8,822	$ 9,011	$ 9,205	$ 9,402	$ 9,603	$ 9,809	$ 10,018	$ 10,232	$ 10,450	$ 185,569
County Veterans	0.0739	$ 244	$ 249	$ 255	$ 260	$ 266	$ 271	$ 277	$ 283	$ 289	$ 295	$ 302	$ 308	$ 315	$ 322	$ 328	$ 5,832
Senior Citizens Svc	0.4921	$ 1,624	$ 1,659	$ 1,695	$ 1,732	$ 1,769	$ 1,807	$ 1,846	$ 1,886	$ 1,926	$ 1,968	$ 2,010	$ 2,053	$ 2,096	$ 2,141	$ 2,187	$ 38,832
Central Dispatch	0.2952	$ 974	$ 995	$ 1,017	$ 1,039	$ 1,061	$ 1,084	$ 1,107	$ 1,131	$ 1,155	$ 1,180	$ 1,206	$ 1,231	$ 1,258	$ 1,284	$ 1,312	$ 23,295
Comm College	2.1693	$ 7,158	$ 7,313	$ 7,471	$ 7,633	$ 7,798	$ 7,966	$ 8,138	$ 8,313	$ 8,491	$ 8,673	$ 8,859	$ 9,048	$ 9,242	$ 9,439	$ 9,640	$ 171,183
MAISD	4.6773	$ 15,433	$ 15,768	$ 16,110	$ 16,458	$ 16,814	$ 17,176	$ 17,546	$ 17,923	$ 18,308	$ 18,701	$ 19,101	$ 19,509	$ 19,926	$ 20,351	$ 20,784	$ 369,093
City Museum	0.3169	$ 1,046	$ 1,068	$ 1,091	$ 1,115	$ 1,139	$ 1,164	$ 1,189	$ 1,214	$ 1,240	$ 1,267	$ 1,294	$ 1,322	$ 1,350	$ 1,379	$ 1,408	$ 25,007
Local Total	28.7778	$ 94,953	$ 97,014	$ 99,116	$ 101,261	$ 103,448	$ 105,679	$ 107,955	$ 110,276	$ 112,644	$ 115,059	$ 117,523	$ 120,035	$ 122,598	$ 125,212	$ 127,879	$ 2,270,904
Non-Capturable Millages	**Millage Rate**															
Hackley Debt	0.4999	$ 1,649	$ 1,685	$ 1,722	$ 1,759	$ 1,797	$ 1,836	$ 1,875	$ 1,916	$ 1,957	$ 1,999	$ 2,041	$ 2,085	$ 2,130	$ 2,175	$ 2,221	$ 39,448
MPS Debt 2020	0.0500	$ 165	$ 169	$ 172	$ 176	$ 180	$ 184	$ 188	$ 192	$ 196	$ 200	$ 204	$ 209	$ 213	$ 218	$ 222	$ 3,946
MPS Debt 2021	7.7000	$ 25,406	$ 25,958	$ 26,520	$ 27,094	$ 27,679	$ 28,276	$ 28,885	$ 29,506	$ 30,140	$ 30,786	$ 31,445	$ 32,117	$ 32,803	$ 33,503	$ 34,216	$ 607,620
Comm College Debt	0.2700	$ 891	$ 910	$ 930	$ 950	$ 971	$ 992	$ 1,013	$ 1,035	$ 1,057	$ 1,080	$ 1,103	$ 1,126	$ 1,150	$ 1,175	$ 1,200	$ 21,306
MPS Sinking Fund	0.9712	$ 3,204	$ 3,274	$ 3,345	$ 3,417	$ 3,491	$ 3,566	$ 3,643	$ 3,722	$ 3,802	$ 3,883	$ 3,966	$ 4,051	$ 4,137	$ 4,226	$ 4,316	$ 76,639
Total Non-Capturable Taxes	9.4911	$ 31,316	$ 31,996	$ 32,689	$ 33,396	$ 34,118	$ 34,854	$ 35,604	$ 36,370	$ 37,151	$ 37,947	$ 38,760	$ 39,588	$ 40,434	$ 41,296	$ 42,175	$ 748,958
Total Tax Increment Revenue (TIR) Available for Capture		$ 174,141	$ 177,921	$ 181,777	$ 185,710	$ 189,722	$ 193,813	$ 197,987	$ 202,244	$ 206,587	$ 211,016	$ 215,534	$ 173,263	$ 122,598	$ 125,212	$ 127,879	$ 4,240,883

Footnotes:
Assumes millages rates remain the same

Table 5

TIR Capture Estimates - Residential Apartments
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:		2% per year																								
					NEZ Term																					
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044				
Base Taxable Value		$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400				
Estimated New TV		$ 359,400	$ 359,400	$ 359,400	$ 32,925,000	$ 33,583,500	$ 34,255,170	$ 34,940,273	$ 35,639,079	$ 36,351,860	$ 37,078,898	$ 37,820,476	$ 38,576,885	$ 39,348,423	$ 40,135,391	$ 40,938,099	$ 41,756,861	$ 42,591,998	$ 43,443,838	$ 44,312,715	$ 45,198,969	$ 46,102,949				
Incremental Difference (New TV - Base TV)		$ -	$ -	$ -	$ 32,565,600	$ 33,224,100	$ 33,895,770	$ 34,580,873	$ 35,279,679	$ 35,992,460	$ 36,719,498	$ 37,461,076	$ 38,217,485	$ 38,989,023	$ 39,775,991	$ 40,578,699	$ 41,397,461	$ 42,232,598	$ 43,084,438	$ 43,953,315	$ 44,839,569	$ 45,743,549				
School Capture	Millage Rate	NEZ Phase Out																								
State Education Tax (SET)	6.0000	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 248,385	$ 253,396	$ 258,507	$ 263,720	$ 269,037	$ 274,461	
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 745,154	$ 760,187	$ 775,520	$ 791,160	$ 807,112	$ 823,384	
School Total	24.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 993,539	$ 1,013,582	$ 1,034,027	$ 1,054,880	$ 1,076,150	$ 1,097,845	
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																						
County Operating	5.6097		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 145,142	$ 177,684	$ 211,479	$ 246,565	$ 251,537	$ 256,608	
City Operating	9.8554		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 254,993	$ 312,164	$ 371,538	$ 433,178	$ 441,912	$ 450,821	
City Sanitation	2.9364	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,560	$ 124,012	$ 126,513	$ 129,065	$ 131,667	$ 134,321	
Hackley Library	2.3516	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 97,350	$ 99,314	$ 101,317	$ 103,361	$ 105,445	$ 107,571	
County Veterans	0.0739	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,059	$ 3,121	$ 3,184	$ 3,248	$ 3,314	$ 3,380	
Senior Citizens Svc	0.4921	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,372	$ 20,783	$ 21,202	$ 21,629	$ 22,066	$ 22,510	
Central Dispatch	0.2952	0.2952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,221	$ 12,467	$ 12,719	$ 12,975	$ 13,237	$ 13,503	
Comm College	2.1693	2.1693	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,804	$ 91,615	$ 93,463	$ 95,348	$ 97,270	$ 99,231	
MAISD	4.6773	4.6773	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 193,628	$ 197,535	$ 201,519	$ 205,583	$ 209,728	$ 213,956	
City Museum	0.3169	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,119	$ 13,384	$ 13,653	$ 13,929	$ 14,210	$ 14,496	
Local Total	28.7778		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 951,247	$ 1,052,078	$ 1,156,587	$ 1,264,880	$ 1,290,384	$ 1,316,399	
Non-Capturable Millages	Millage Rate																									
Hackley Debt	0.4999	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,695	$ 21,112	$ 21,538	$ 21,972	$ 22,415	$ 22,867	
MPS Debt 2020	0.0500	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,070	$ 2,112	$ 2,154	$ 2,198	$ 2,242	$ 2,287	
MPS Debt 2021	7.7000	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 318,760	$ 325,191	$ 331,750	$ 338,441	$ 345,265	$ 352,225	
Comm College Debt	0.2700	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,177	$ 11,403	$ 11,633	$ 11,867	$ 12,107	$ 12,351	
MPS Sinking Fund	0.9712	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,205	$ 41,016	$ 41,844	$ 42,687	$ 43,548	$ 44,426	
Total Non-Capturable Taxes	9.4911		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 392,907	$ 400,834	$ 408,919	$ 417,165	$ 425,577	$ 434,157	
Total Tax Increment Revenue (TIR) Available for Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,944,786	$ 2,065,661	$ 2,190,614	$ 2,319,759	$ 2,366,534	$ 2,414,244	

Footnotes:
Assumes 439 rehab units with TV of $75k each
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 5

TIR Capture Estimates - Residential Apartments
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Calendar Year			2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value			$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400	$ 359,400
Estimated New TV			$ 47,025,008	$ 47,965,508	$ 48,924,818	$ 49,903,314	$ 50,901,381	$ 51,919,408	$ 52,957,796	$ 54,016,952	$ 55,097,291	$ 56,199,237	$ 57,323,222	$ 58,469,686	$ 59,639,080	$ 60,831,862	$ 62,048,499	$ 62,048,499
Incremental Difference (New TV - Base TV)			$ 46,665,608	$ 47,606,108	$ 48,565,418	$ 49,543,914	$ 50,541,981	$ 51,560,008	$ 52,598,396	$ 53,657,552	$ 54,737,891	$ 55,839,837	$ 56,963,822	$ 58,110,286	$ 59,279,680	$ 60,472,462	$ 61,689,099	$ 61,689,099
School Capture	Millage Rate	NEZ Phase Out																
State Education Tax (SET)	6.0000	6.0000	$ 279,994	$ 285,637	$ 291,393	$ 297,263	$ 303,252	$ 309,360	$ 315,590	$ 321,945	$ 328,427	$ 335,039	$ 341,783	$ 187,406	$ -	$ -	$ -	$ 5,164,594
School Operating Tax	18.0000	18.0000	$ 839,981	$ 856,910	$ 874,178	$ 891,790	$ 909,756	$ 928,080	$ 946,771	$ 965,836	$ 985,282	$ 1,005,117	$ 1,025,349	$ 562,217	$ -	$ -	$ -	$ 15,493,783
School Total	24.0000		$ 1,119,975	$ 1,142,547	$ 1,165,570	$ 1,189,054	$ 1,213,008	$ 1,237,440	$ 1,262,362	$ 1,287,781	$ 1,313,709	$ 1,340,156	$ 1,367,132	$ 749,622	$ -	$ -	$ -	$ 20,658,377
Local Capture	Millage Rate	9.6656875																
County Operating	5.6097		$ 261,780	$ 267,056	$ 272,437	$ 277,926	$ 283,525	$ 289,236	$ 295,061	$ 301,003	$ 307,063	$ 313,245	$ 319,550	$ 325,981	$ 332,541	$ 339,232	$ 346,057	$ 5,820,710
City Operating	9.8554		$ 459,908	$ 469,177	$ 478,632	$ 488,275	$ 498,111	$ 508,145	$ 518,378	$ 528,817	$ 539,464	$ 550,324	$ 561,401	$ 572,700	$ 584,225	$ 595,980	$ 607,971	$ 10,226,113
City Sanitation	2.9364	2.9364	$ 137,029	$ 139,791	$ 142,607	$ 145,481	$ 148,411	$ 151,401	$ 154,450	$ 157,560	$ 160,732	$ 163,968	$ 167,269	$ 170,635	$ 174,069	$ 177,571	$ 181,144	$ 3,139,255
Hackley Library	2.3516	2.3516	$ 109,739	$ 111,951	$ 114,206	$ 116,507	$ 118,855	$ 121,249	$ 123,690	$ 126,181	$ 128,722	$ 131,313	$ 133,956	$ 136,652	$ 139,402	$ 142,207	$ 145,068	$ 2,514,056
County Veterans	0.0739	0.0739	$ 3,449	$ 3,518	$ 3,589	$ 3,661	$ 3,735	$ 3,810	$ 3,887	$ 3,965	$ 4,045	$ 4,127	$ 4,210	$ 4,294	$ 4,381	$ 4,469	$ 4,559	$ 79,005
Senior Citizens Svc	0.4921	0.4921	$ 22,964	$ 23,427	$ 23,899	$ 24,381	$ 24,872	$ 25,373	$ 25,884	$ 26,405	$ 26,937	$ 27,479	$ 28,032	$ 28,596	$ 29,172	$ 29,758	$ 30,357	$ 526,096
Central Dispatch	0.2952	0.2952	$ 13,776	$ 14,053	$ 14,337	$ 14,625	$ 14,920	$ 15,221	$ 15,527	$ 15,840	$ 16,159	$ 16,484	$ 16,816	$ 17,154	$ 17,499	$ 17,851	$ 18,211	$ 315,593
Comm College	2.1693	2.1693	$ 101,232	$ 103,272	$ 105,353	$ 107,476	$ 109,641	$ 111,849	$ 114,102	$ 116,399	$ 118,743	$ 121,133	$ 123,572	$ 126,059	$ 128,595	$ 131,183	$ 133,822	$ 2,319,162
MAISD	4.6773	4.6773	$ 218,269	$ 222,668	$ 227,155	$ 231,732	$ 236,400	$ 241,162	$ 246,018	$ 250,972	$ 256,026	$ 261,180	$ 266,437	$ 271,799	$ 277,269	$ 282,848	$ 288,538	$ 5,000,422
City Museum	0.3169	0.3169	$ 14,788	$ 15,086	$ 15,390	$ 15,700	$ 16,017	$ 16,339	$ 16,668	$ 17,004	$ 17,346	$ 17,696	$ 18,052	$ 18,415	$ 18,786	$ 19,164	$ 19,549	$ 338,792
Local Total	28.7778		$ 1,342,934	$ 1,369,999	$ 1,397,606	$ 1,425,765	$ 1,454,487	$ 1,483,784	$ 1,513,666	$ 1,544,146	$ 1,575,236	$ 1,606,948	$ 1,639,293	$ 1,672,286	$ 1,705,939	$ 1,740,264	$ 1,775,277	$ 30,279,205
Non-Capturable Millages	Millage Rate																	
Hackley Debt	0.4999	0.4999	$ 23,328	$ 23,798	$ 24,278	$ 24,767	$ 25,266	$ 25,775	$ 26,294	$ 26,823	$ 27,363	$ 27,914	$ 28,476	$ 29,049	$ 29,634	$ 30,230	$ 30,838	$ 534,435
MPS Debt 2020	0.0500	0.0500	$ 2,333	$ 2,380	$ 2,428	$ 2,477	$ 2,527	$ 2,578	$ 2,630	$ 2,683	$ 2,737	$ 2,792	$ 2,848	$ 2,906	$ 2,964	$ 3,024	$ 3,084	$ 53,454
MPS Debt 2021	7.7000	7.7000	$ 359,325	$ 366,567	$ 373,954	$ 381,488	$ 389,173	$ 397,012	$ 405,008	$ 413,163	$ 421,482	$ 429,967	$ 438,621	$ 447,449	$ 456,454	$ 465,638	$ 475,006	$ 8,231,939
Comm College Debt	0.2700	0.2700	$ 12,600	$ 12,854	$ 13,113	$ 13,377	$ 13,646	$ 13,921	$ 14,202	$ 14,488	$ 14,779	$ 15,077	$ 15,380	$ 15,690	$ 16,006	$ 16,328	$ 16,656	$ 288,652
MPS Sinking Fund	0.9712	0.9712	$ 45,322	$ 46,235	$ 47,167	$ 48,117	$ 49,086	$ 50,075	$ 51,084	$ 52,112	$ 53,161	$ 54,232	$ 55,323	$ 56,437	$ 57,572	$ 58,731	$ 59,912	$ 1,038,293
Total Non-Capturable Taxes	9.4911		$ 442,908	$ 451,834	$ 460,939	$ 470,226	$ 479,699	$ 489,361	$ 499,217	$ 509,269	$ 519,523	$ 529,981	$ 540,649	$ 551,531	$ 562,629	$ 573,950	$ 585,497	$ 10,146,774
Total Tax Increment Revenue (TIR) Available for Capture			$ 2,462,908	$ 2,512,546	$ 2,563,176	$ 2,614,819	$ 2,667,495	$ 2,721,224	$ 2,776,028	$ 2,831,928	$ 2,888,945	$ 2,947,104	$ 3,006,425	$ 2,421,908	$ 1,705,939	$ 1,740,264	$ 1,775,277	$ 50,937,582

Footnotes:
Assumes 439 rehab units with TV of $75k each
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 6

TIR Capture Estimates - Residential Condos
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:		2% per year																								
					NEZ Term																					
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20				
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044				
Base Taxable Value		$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214				
Estimated New TV		$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 4,455,000	$ 4,544,100	$ 4,634,982	$ 4,727,682	$ 4,822,235	$ 4,918,680	$ 5,017,054	$ 5,117,395	$ 5,219,743	$ 5,324,137	$ 5,430,620	$ 5,539,233	$ 5,650,017	$ 5,763,018	$ 5,878,278	$ 5,995,843	$ 6,115,760	$ 6,238,076				
Incremental Difference (New TV - Base TV)		$ -	$ -	$ -	$ 2,952,786	$ 3,041,886	$ 3,132,768	$ 3,225,468	$ 3,320,021	$ 3,416,466	$ 3,514,840	$ 3,615,181	$ 3,717,529	$ 3,821,923	$ 3,928,406	$ 4,037,019	$ 4,147,803	$ 4,260,804	$ 4,376,064	$ 4,493,629	$ 4,613,546	$ 4,735,862				
School Capture	Millage Rate	NEZ Phase Out																								
State Education Tax (SET)	6.0000	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,887	$ 25,565	$ 26,256	$ 26,962	$ 27,681	$ 28,415				
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 74,660	$ 76,694	$ 78,769	$ 80,885	$ 83,044	$ 85,246				
School Total	24.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 99,547	$ 102,259	$ 105,026	$ 107,847	$ 110,725	$ 113,661				
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																						
County Operating	5.6097		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,542	$ 17,926	$ 21,480	$ 25,208	$ 25,881	$ 26,567				
City Operating	9.8554		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,549	$ 31,494	$ 37,737	$ 44,287	$ 45,468	$ 46,674				
City Sanitation	2.9364	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,180	$ 12,511	$ 12,850	$ 13,195	$ 13,547	$ 13,906				
Hackley Library	2.3516	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,754	$ 10,020	$ 10,291	$ 10,567	$ 10,849	$ 11,137				
County Veterans	0.0739	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 307	$ 315	$ 323	$ 332	$ 341	$ 350				
Senior Citizens Svc	0.4921	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,041	$ 2,097	$ 2,153	$ 2,211	$ 2,270	$ 2,331				
Central Dispatch	0.2952	0.2952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,224	$ 1,258	$ 1,292	$ 1,327	$ 1,362	$ 1,398				
Comm College	2.1693	2.1693	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,998	$ 9,243	$ 9,493	$ 9,748	$ 10,008	$ 10,274				
MAISD	4.6773	4.6773	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,401	$ 19,929	$ 20,468	$ 21,018	$ 21,579	$ 22,151				
City Museum	0.3169	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,314	$ 1,350	$ 1,387	$ 1,424	$ 1,462	$ 1,501				
Local Total	28.7778		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 95,310	$ 106,143	$ 117,474	$ 129,317	$ 132,768	$ 136,288				
Non-Capturable Millages	Millage Rate																									
Hackley Debt	0.4999	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,073	$ 2,130	$ 2,188	$ 2,246	$ 2,306	$ 2,367				
MPS Debt 2020	0.0500	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 207	$ 213	$ 219	$ 225	$ 231	$ 237				
MPS Debt 2021	7.7000	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,938	$ 32,808	$ 33,696	$ 34,601	$ 35,524	$ 36,466				
Comm College Debt	0.2700	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,120	$ 1,150	$ 1,182	$ 1,213	$ 1,246	$ 1,279				
MPS Sinking Fund	0.9712	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,028	$ 4,138	$ 4,250	$ 4,364	$ 4,481	$ 4,599				
Total Non-Capturable Taxes	9.4911		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,367	$ 40,440	$ 41,534	$ 42,649	$ 43,788	$ 44,949				
Total Tax Increment Revenue (TIR) Available for Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 194,857	$ 208,402	$ 222,499	$ 237,164	$ 243,493	$ 249,948				

Footnotes:
Assumes 33 existing units rehabbed and updated TV of $135k each
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 6

TIR Capture Estimates - Residential Condos
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Plan Year																		
Calendar Year			2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value			$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214	$ 1,502,214
Estimated New TV			$ 6,362,837	$ 6,490,094	$ 6,619,896	$ 6,752,294	$ 6,887,339	$ 7,025,086	$ 7,165,588	$ 7,308,900	$ 7,455,078	$ 7,604,179	$ 7,756,263	$ 7,911,388	$ 8,069,616	$ 8,231,008	$ 8,395,628	$ 8,395,628
Incremental Difference (New TV - Base TV)			$ 4,860,623	$ 4,987,880	$ 5,117,682	$ 5,250,080	$ 5,385,125	$ 5,522,872	$ 5,663,374	$ 5,806,686	$ 5,952,864	$ 6,101,965	$ 6,254,049	$ 6,409,174	$ 6,567,402	$ 6,728,794	$ 6,893,414	$ 6,893,414
School Capture	Millage Rate	NEZ Phase Out																
State Education Tax (SET)	6.0000	6.0000	$ 29,164	$ 29,927	$ 30,706	$ 31,500	$ 32,311	$ 33,137	$ 33,980	$ 34,840	$ 35,717	$ 36,612	$ 37,524	$ 20,792	$ -	$ -	$ -	$ 545,977
School Operating Tax	18.0000	18.0000	$ 87,491	$ 89,782	$ 92,118	$ 94,501	$ 96,932	$ 99,412	$ 101,941	$ 104,520	$ 107,152	$ 109,835	$ 112,573	$ 61,267	$ -	$ -	$ -	$ 1,636,823
School Total	24.0000		$ 116,655	$ 119,709	$ 122,824	$ 126,002	$ 129,243	$ 132,549	$ 135,921	$ 139,360	$ 142,869	$ 146,447	$ 150,097	$ 82,059	$ -	$ -	$ -	$ 2,182,801
Local Capture	Millage Rate	9.6656875																
County Operating	5.6097		$ 27,267	$ 27,981	$ 28,709	$ 29,451	$ 30,209	$ 30,982	$ 31,770	$ 32,574	$ 33,394	$ 34,230	$ 35,083	$ 35,954	$ 36,841	$ 37,747	$ 38,670	$ 622,464
City Operating	9.8554		$ 47,903	$ 49,158	$ 50,437	$ 51,742	$ 53,073	$ 54,430	$ 55,815	$ 57,227	$ 58,668	$ 60,137	$ 61,636	$ 63,165	$ 64,724	$ 66,315	$ 67,937	$ 1,093,575
City Sanitation	2.9364	2.9364	$ 14,273	$ 14,646	$ 15,028	$ 15,416	$ 15,813	$ 16,217	$ 16,630	$ 17,051	$ 17,480	$ 17,918	$ 18,364	$ 18,820	$ 19,285	$ 19,758	$ 20,242	$ 335,130
Hackley Library	2.3516	2.3516	$ 11,430	$ 11,729	$ 12,035	$ 12,346	$ 12,664	$ 12,988	$ 13,318	$ 13,655	$ 13,999	$ 14,349	$ 14,707	$ 15,072	$ 15,444	$ 15,823	$ 16,211	$ 268,387
County Veterans	0.0739	0.0739	$ 359	$ 369	$ 378	$ 388	$ 398	$ 408	$ 419	$ 429	$ 440	$ 451	$ 462	$ 474	$ 485	$ 497	$ 509	$ 8,434
Senior Citizens Svc	0.4921	0.4921	$ 2,392	$ 2,455	$ 2,518	$ 2,584	$ 2,650	$ 2,718	$ 2,787	$ 2,857	$ 2,929	$ 3,003	$ 3,078	$ 3,154	$ 3,232	$ 3,311	$ 3,392	$ 56,163
Central Dispatch	0.2952	0.2952	$ 1,435	$ 1,472	$ 1,511	$ 1,550	$ 1,590	$ 1,630	$ 1,672	$ 1,714	$ 1,757	$ 1,801	$ 1,846	$ 1,892	$ 1,939	$ 1,986	$ 2,035	$ 33,691
Comm College	2.1693	2.1693	$ 10,544	$ 10,820	$ 11,102	$ 11,389	$ 11,682	$ 11,981	$ 12,286	$ 12,596	$ 12,914	$ 13,237	$ 13,567	$ 13,903	$ 14,247	$ 14,597	$ 14,954	$ 247,582
MAISD	4.6773	4.6773	$ 22,735	$ 23,330	$ 23,937	$ 24,556	$ 25,188	$ 25,832	$ 26,489	$ 27,160	$ 27,843	$ 28,541	$ 29,252	$ 29,978	$ 30,718	$ 31,473	$ 32,243	$ 533,819
City Museum	0.3169	0.3169	$ 1,540	$ 1,581	$ 1,622	$ 1,664	$ 1,707	$ 1,750	$ 1,795	$ 1,840	$ 1,886	$ 1,934	$ 1,982	$ 2,031	$ 2,081	$ 2,132	$ 2,185	$ 36,168
Local Total	28.7778		$ 139,878	$ 143,540	$ 147,276	$ 151,086	$ 154,972	$ 158,936	$ 162,979	$ 167,104	$ 171,310	$ 175,601	$ 179,978	$ 184,442	$ 188,995	$ 193,640	$ 198,377	$ 3,235,414
Non-Capturable Millages	Millage Rate																	
Hackley Debt	0.4999	0.4999	$ 2,430	$ 2,493	$ 2,558	$ 2,625	$ 2,692	$ 2,761	$ 2,831	$ 2,903	$ 2,976	$ 3,050	$ 3,126	$ 3,204	$ 3,283	$ 3,364	$ 3,446	$ 57,053
MPS Debt 2020	0.0500	0.0500	$ 243	$ 249	$ 256	$ 263	$ 269	$ 276	$ 283	$ 290	$ 298	$ 305	$ 313	$ 320	$ 328	$ 336	$ 345	$ 5,706
MPS Debt 2021	7.7000	7.7000	$ 37,427	$ 38,407	$ 39,406	$ 40,426	$ 41,465	$ 42,526	$ 43,608	$ 44,711	$ 45,837	$ 46,985	$ 48,156	$ 49,351	$ 50,569	$ 51,812	$ 53,079	$ 878,799
Comm College Debt	0.2700	0.2700	$ 1,312	$ 1,347	$ 1,382	$ 1,418	$ 1,454	$ 1,491	$ 1,529	$ 1,568	$ 1,607	$ 1,648	$ 1,689	$ 1,730	$ 1,773	$ 1,817	$ 1,861	$ 30,815
MPS Sinking Fund	0.9712	0.9712	$ 4,721	$ 4,844	$ 4,970	$ 5,099	$ 5,230	$ 5,364	$ 5,500	$ 5,639	$ 5,781	$ 5,926	$ 6,074	$ 6,225	$ 6,378	$ 6,535	$ 6,695	$ 110,843
Total Non-Capturable Taxes	9.4911		$ 46,133	$ 47,340	$ 48,572	$ 49,829	$ 51,111	$ 52,418	$ 53,752	$ 55,112	$ 56,499	$ 57,914	$ 59,358	$ 60,830	$ 62,332	$ 63,864	$ 65,426	$ 1,083,216
Total Tax Increment Revenue (TIR) Available for Capture			$ 256,533	$ 263,249	$ 270,100	$ 277,088	$ 284,215	$ 291,485	$ 298,900	$ 306,464	$ 314,179	$ 322,048	$ 330,075	$ 266,501	$ 188,995	$ 193,640	$ 198,377	$ 5,418,214

Footnotes:
Assumes 33 existing units rehabbed and updated TV of $135k each
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 7

TIR Capture Estimates - Residential Condos - Phase I
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:		2% per year			NEZ Term																				
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044			
Base Taxable Value		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Estimated New TV		$ -	$ -	$ -	$ 5,888,000	$ 6,005,760	$ 6,125,875	$ 6,248,393	$ 6,373,361	$ 6,500,828	$ 6,630,844	$ 6,763,461	$ 6,898,730	$ 7,036,705	$ 7,177,439	$ 7,320,988	$ 7,467,408	$ 7,616,756	$ 7,769,091	$ 7,924,473	$ 8,082,962	$ 8,244,621			
Incremental Difference (New TV - Base TV)		$ -	$ -	$ -	$ 5,888,000	$ 6,005,760	$ 6,125,875	$ 6,248,393	$ 6,373,361	$ 6,500,828	$ 6,630,844	$ 6,763,461	$ 6,898,730	$ 7,036,705	$ 7,177,439	$ 7,320,988	$ 7,467,408	$ 7,616,756	$ 7,769,091	$ 7,924,473	$ 8,082,962	$ 8,244,621			
School Capture	Millage Rate	NEZ Phase Out																							
State Education Tax (SET)	6.0000	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 44,804	$ 45,701	$ 46,615	$ 47,547	$ 48,498	$ 49,468			
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
School Total	24.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 44,804	$ 45,701	$ 46,615	$ 47,547	$ 48,498	$ 49,468			
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																					
County Operating	5.6097		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,181	$ 32,046	$ 38,134	$ 44,454	$ 45,343	$ 46,250			
City Operating	9.8554		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,996	$ 56,300	$ 66,997	$ 78,099	$ 79,661	$ 81,254			
City Sanitation	2.9364	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,927	$ 22,366	$ 22,813	$ 23,269	$ 23,735	$ 24,210			
Hackley Library	2.3516	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,560	$ 17,912	$ 18,270	$ 18,635	$ 19,008	$ 19,388			
County Veterans	0.0739	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 552	$ 563	$ 574	$ 586	$ 597	$ 609			
Senior Citizens Svc	0.4921	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,675	$ 3,748	$ 3,823	$ 3,900	$ 3,978	$ 4,057			
Central Dispatch	0.2952	0.2952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,204	$ 2,248	$ 2,293	$ 2,339	$ 2,386	$ 2,434			
Comm College	2.1693	2.1693	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,199	$ 16,523	$ 16,853	$ 17,191	$ 17,534	$ 17,885			
MAISD	4.6773	4.6773	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,927	$ 35,626	$ 36,338	$ 37,065	$ 37,806	$ 38,563			
City Museum	0.3169	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,366	$ 2,414	$ 2,462	$ 2,511	$ 2,561	$ 2,613			
Local Total	28.7778		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 171,589	$ 189,745	$ 208,559	$ 228,049	$ 232,610	$ 237,262			
Non-Capturable Millages	Millage Rate																								
Hackley Debt	0.4999	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,733	$ 3,808	$ 3,884	$ 3,961	$ 4,041	$ 4,121			
MPS Debt 2020	0.0500	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 373	$ 381	$ 388	$ 396	$ 404	$ 412			
MPS Debt 2021	7.7000	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,499	$ 58,649	$ 59,822	$ 61,018	$ 62,239	$ 63,484			
Comm College Debt	0.2700	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,016	$ 2,057	$ 2,098	$ 2,140	$ 2,182	$ 2,226			
MPS Sinking Fund	0.9712	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,252	$ 7,397	$ 7,545	$ 7,696	$ 7,850	$ 8,007			
Total Non-Capturable Taxes	9.4911		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 70,874	$ 72,291	$ 73,737	$ 75,212	$ 76,716	$ 78,251			
Total Tax Increment Revenue (TIR) Available for Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 216,393	$ 235,446	$ 255,173	$ 275,596	$ 281,108	$ 286,730			

Footnotes:

Assumes 23 rehab for sale units with TV of $256k each and primary residences
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 7

TIR Capture Estimates - Residential Condos - Phase I
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Plan Year																		
Calendar Year			2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$ 8,409,514	$ 8,577,704	$ 8,749,258	$ 8,924,243	$ 9,102,728	$ 9,284,783	$ 9,470,479	$ 9,659,888	$ 9,853,086	$ 10,050,148	$ 10,251,151	$ 10,456,174	$ 10,665,297	$ 10,878,603	$ 11,096,175	$ 11,096,175
Incremental Difference (New TV - Base TV)			$ 8,409,514	$ 8,577,704	$ 8,749,258	$ 8,924,243	$ 9,102,728	$ 9,284,783	$ 9,470,479	$ 9,659,888	$ 9,853,086	$ 10,050,148	$ 10,251,151	$ 10,456,174	$ 10,665,297	$ 10,878,603	$ 11,096,175	$ 11,096,175
School Capture	Millage Rate	NEZ Phase Out																
State Education Tax (SET)	6.0000	6.0000	$ 50,457	$ 51,466	$ 52,496	$ 53,545	$ 54,616	$ 55,709	$ 56,823	$ 57,959	$ 59,119	$ 60,301	$ 61,507	$ 33,267	$ -	$ -	$ -	$ 929,897
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	24.0000		$ 50,457	$ 51,466	$ 52,496	$ 53,545	$ 54,616	$ 55,709	$ 56,823	$ 57,959	$ 59,119	$ 60,301	$ 61,507	$ 33,267	$ -	$ -	$ -	$ 929,897
Local Capture	Millage Rate	9.6656875																
County Operating	5.6097		$ 47,175	$ 48,118	$ 49,081	$ 50,062	$ 51,064	$ 52,085	$ 53,127	$ 54,189	$ 55,273	$ 56,378	$ 57,506	$ 58,656	$ 59,829	$ 61,026	$ 62,246	$ 1,048,223
City Operating	9.8554		$ 82,879	$ 84,537	$ 86,227	$ 87,952	$ 89,711	$ 91,505	$ 93,335	$ 95,202	$ 97,106	$ 99,048	$ 101,029	$ 103,050	$ 105,111	$ 107,213	$ 109,357	$ 1,841,570
City Sanitation	2.9364	2.9364	$ 24,694	$ 25,188	$ 25,691	$ 26,205	$ 26,729	$ 27,264	$ 27,809	$ 28,365	$ 28,933	$ 29,511	$ 30,101	$ 30,704	$ 31,318	$ 31,944	$ 32,583	$ 565,358
Hackley Library	2.3516	2.3516	$ 19,776	$ 20,171	$ 20,575	$ 20,986	$ 21,406	$ 21,834	$ 22,271	$ 22,716	$ 23,171	$ 23,634	$ 24,107	$ 24,589	$ 25,081	$ 25,582	$ 26,094	$ 452,764
County Veterans	0.0739	0.0739	$ 621	$ 634	$ 647	$ 660	$ 673	$ 686	$ 700	$ 714	$ 728	$ 743	$ 758	$ 773	$ 788	$ 804	$ 820	$ 14,228
Senior Citizens Svc	0.4921	0.4921	$ 4,138	$ 4,221	$ 4,306	$ 4,392	$ 4,479	$ 4,569	$ 4,660	$ 4,754	$ 4,849	$ 4,946	$ 5,045	$ 5,145	$ 5,248	$ 5,353	$ 5,460	$ 94,746
Central Dispatch	0.2952	0.2952	$ 2,482	$ 2,532	$ 2,583	$ 2,634	$ 2,687	$ 2,741	$ 2,796	$ 2,852	$ 2,909	$ 2,967	$ 3,026	$ 3,087	$ 3,148	$ 3,211	$ 3,276	$ 56,836
Comm College	2.1693	2.1693	$ 18,243	$ 18,608	$ 18,980	$ 19,359	$ 19,747	$ 20,141	$ 20,544	$ 20,955	$ 21,374	$ 21,802	$ 22,238	$ 22,683	$ 23,136	$ 23,599	$ 24,071	$ 417,665
MAISD	4.6773	4.6773	$ 39,334	$ 40,120	$ 40,923	$ 41,741	$ 42,576	$ 43,428	$ 44,296	$ 45,182	$ 46,086	$ 47,008	$ 47,948	$ 48,907	$ 49,885	$ 50,882	$ 51,900	$ 900,542
City Museum	0.3169	0.3169	$ 2,665	$ 2,718	$ 2,773	$ 2,828	$ 2,885	$ 2,942	$ 3,001	$ 3,061	$ 3,122	$ 3,185	$ 3,249	$ 3,314	$ 3,380	$ 3,447	$ 3,516	$ 61,014
Local Total	28.7778		$ 242,007	$ 246,847	$ 251,784	$ 256,820	$ 261,956	$ 267,196	$ 272,540	$ 277,990	$ 283,550	$ 289,221	$ 295,006	$ 300,906	$ 306,924	$ 313,062	$ 319,324	$ 5,452,947
Non-Capturable Millages	Millage Rate																	
Hackley Debt	0.4999	0.4999	$ 4,204	$ 4,288	$ 4,374	$ 4,461	$ 4,550	$ 4,641	$ 4,734	$ 4,829	$ 4,926	$ 5,024	$ 5,125	$ 5,227	$ 5,332	$ 5,438	$ 5,547	$ 96,248
MPS Debt 2020	0.0500	0.0500	$ 420	$ 429	$ 437	$ 446	$ 455	$ 464	$ 474	$ 483	$ 493	$ 503	$ 513	$ 523	$ 533	$ 544	$ 555	$ 9,627
MPS Debt 2021	7.7000	7.7000	$ 64,753	$ 66,048	$ 67,369	$ 68,717	$ 70,091	$ 71,493	$ 72,923	$ 74,381	$ 75,869	$ 77,386	$ 78,934	$ 80,513	$ 82,123	$ 83,765	$ 85,441	$ 1,482,516
Comm College Debt	0.2700	0.2700	$ 2,271	$ 2,316	$ 2,362	$ 2,410	$ 2,458	$ 2,507	$ 2,557	$ 2,608	$ 2,660	$ 2,714	$ 2,768	$ 2,823	$ 2,880	$ 2,937	$ 2,996	$ 51,984
MPS Sinking Fund	0.9712	0.9712	$ 8,167	$ 8,331	$ 8,497	$ 8,667	$ 8,841	$ 9,017	$ 9,198	$ 9,382	$ 9,569	$ 9,761	$ 9,956	$ 10,155	$ 10,358	$ 10,565	$ 10,777	$ 186,990
Total Non-Capturable Taxes	9.4911		$ 79,816	$ 81,412	$ 83,040	$ 84,701	$ 86,395	$ 88,123	$ 89,885	$ 91,683	$ 93,517	$ 95,387	$ 97,295	$ 99,241	$ 101,225	$ 103,250	$ 105,315	$ 1,827,365
Total Tax Increment Revenue (TIR) Available for Capture			$ 292,464	$ 298,314	$ 304,280	$ 310,366	$ 316,573	$ 322,904	$ 329,362	$ 335,950	$ 342,669	$ 349,522	$ 356,512	$ 334,173	$ 306,924	$ 313,062	$ 319,324	$ 6,382,843

Footnotes:

Assumes 23 rehab for sale units with TV of $256k each and primary residences
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 8

TIR Capture Estimates - Residential Condos - Phase II
Shaw Walker
Muskegon, Michigan

							NEZ Term																		
Estimated Taxable Value (TV) Increase Rate:		2% per year																							
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044			
Base Taxable Value		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Estimated New TV		$ -	$ -	$ -	$ -	$ 6,656,000	$ 6,789,120	$ 6,924,902	$ 7,063,400	$ 7,204,668	$ 7,348,762	$ 7,495,737	$ 7,645,652	$ 7,798,565	$ 7,954,536	$ 8,113,627	$ 8,275,899	$ 8,441,417	$ 8,610,246	$ 8,782,451	$ 8,958,100	$ 9,137,262			
Incremental Difference (New TV - Base TV)		$ -	$ -	$ -	$ -	$ 6,656,000	$ 6,789,120	$ 6,924,902	$ 7,063,400	$ 7,204,668	$ 7,348,762	$ 7,495,737	$ 7,645,652	$ 7,798,565	$ 7,954,536	$ 8,113,627	$ 8,275,899	$ 8,441,417	$ 8,610,246	$ 8,782,451	$ 8,958,100	$ 9,137,262			
School Capture	Millage Rate	NEZ Phase Out																							
State Education Tax (SET)	6.0000	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,649	$ 51,661	$ 52,695	$ 53,749	$ 54,824			
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
School Total	24.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,649	$ 51,661	$ 52,695	$ 53,749	$ 54,824			
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																					
County Operating	5.6097		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,596	$ 36,226	$ 43,109	$ 50,252	$ 51,257			
City Operating	9.8554		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 51,996	$ 63,643	$ 75,735	$ 88,286	$ 90,051			
City Sanitation	2.9364	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,787	$ 25,283	$ 25,789	$ 26,305	$ 26,831			
Hackley Library	2.3516	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,851	$ 20,248	$ 20,653	$ 21,066	$ 21,487			
County Veterans	0.0739	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 624	$ 636	$ 649	$ 662	$ 675			
Senior Citizens Svc	0.4921	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,154	$ 4,237	$ 4,322	$ 4,408	$ 4,496			
Central Dispatch	0.2952	0.2952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,492	$ 2,542	$ 2,593	$ 2,644	$ 2,697			
Comm College	2.1693	2.1693	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,312	$ 18,678	$ 19,052	$ 19,433	$ 19,821			
MAISD	4.6773	4.6773	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,483	$ 40,273	$ 41,078	$ 41,900	$ 42,738			
City Museum	0.3169	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,675	$ 2,729	$ 2,783	$ 2,839	$ 2,896			
Local Total	28.7778		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 193,970	$ 214,494	$ 235,762	$ 257,794	$ 262,950			
Non-Capturable Millages	Millage Rate																								
Hackley Debt	0.4999	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,220	$ 4,304	$ 4,390	$ 4,478	$ 4,568			
MPS Debt 2020	0.0500	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 422	$ 431	$ 439	$ 448	$ 457			
MPS Debt 2021	7.7000	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 64,999	$ 66,299	$ 67,625	$ 68,977	$ 70,357			
Comm College Debt	0.2700	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,279	$ 2,325	$ 2,371	$ 2,419	$ 2,467			
MPS Sinking Fund	0.9712	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,198	$ 8,362	$ 8,530	$ 8,700	$ 8,874			
Total Non-Capturable Taxes	9.4911		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,118	$ 81,721	$ 83,355	$ 85,022	$ 86,723			
Total Tax Increment Revenue (TIR) Available for Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 244,619	$ 266,156	$ 288,457	$ 311,543	$ 317,774			

Footnotes:

Assumes 26 rehab for sale units with TV of $256k each and primary residences
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 8

TIR Capture Estimates - Residential Condos - Phase II
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Plan Year																		
Calendar Year			2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$ 9,320,007	$ 9,506,407	$ 9,696,535	$ 9,890,466	$ 10,088,275	$ 10,290,041	$ 10,495,842	$ 10,705,758	$ 10,919,873	$ 11,138,271	$ 11,361,036	$ 11,588,257	$ 11,820,022	$ 12,056,423	$ 12,297,551	$ 12,297,551
Incremental Difference (New TV - Base TV)			$ 9,320,007	$ 9,506,407	$ 9,696,535	$ 9,890,466	$ 10,088,275	$ 10,290,041	$ 10,495,842	$ 10,705,758	$ 10,919,873	$ 11,138,271	$ 11,361,036	$ 11,588,257	$ 11,820,022	$ 12,056,423	$ 12,297,551	$ 12,297,551
School Capture	Millage Rate	NEZ Phase Out																
State Education Tax (SET)	6.0000	6.0000	$ 55,920	$ 57,038	$ 58,179	$ 59,343	$ 60,530	$ 61,740	$ 62,975	$ 64,235	$ 65,519	$ 66,830	$ 68,166	$ 37,703	$ -	$ -	$ -	$ 981,755
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	24.0000		$ 55,920	$ 57,038	$ 58,179	$ 59,343	$ 60,530	$ 61,740	$ 62,975	$ 64,235	$ 65,519	$ 66,830	$ 68,166	$ 37,703	$ -	$ -	$ -	$ 981,755
Local Capture	Millage Rate	9.6656875																
County Operating	5.6097		$ 52,282	$ 53,328	$ 54,395	$ 55,483	$ 56,592	$ 57,724	$ 58,879	$ 60,056	$ 61,257	$ 62,482	$ 63,732	$ 65,007	$ 66,307	$ 67,633	$ 68,986	$ 1,114,582
City Operating	9.8554		$ 91,852	$ 93,689	$ 95,563	$ 97,474	$ 99,424	$ 101,412	$ 103,441	$ 105,510	$ 107,620	$ 109,772	$ 111,968	$ 114,207	$ 116,491	$ 118,821	$ 121,197	$ 1,958,153
City Sanitation	2.9364	2.9364	$ 27,367	$ 27,915	$ 28,473	$ 29,042	$ 29,623	$ 30,216	$ 30,820	$ 31,436	$ 32,065	$ 32,706	$ 33,361	$ 34,028	$ 34,708	$ 35,402	$ 36,111	$ 602,268
Hackley Library	2.3516	2.3516	$ 21,917	$ 22,355	$ 22,802	$ 23,258	$ 23,724	$ 24,198	$ 24,682	$ 25,176	$ 25,679	$ 26,193	$ 26,717	$ 27,251	$ 27,796	$ 28,352	$ 28,919	$ 482,323
County Veterans	0.0739	0.0739	$ 689	$ 703	$ 717	$ 731	$ 746	$ 760	$ 776	$ 791	$ 807	$ 823	$ 840	$ 856	$ 873	$ 891	$ 909	$ 15,157
Senior Citizens Svc	0.4921	0.4921	$ 4,586	$ 4,678	$ 4,772	$ 4,867	$ 4,964	$ 5,064	$ 5,165	$ 5,268	$ 5,374	$ 5,481	$ 5,591	$ 5,703	$ 5,817	$ 5,933	$ 6,052	$ 100,932
Central Dispatch	0.2952	0.2952	$ 2,751	$ 2,806	$ 2,862	$ 2,920	$ 2,978	$ 3,038	$ 3,098	$ 3,160	$ 3,224	$ 3,288	$ 3,354	$ 3,421	$ 3,489	$ 3,559	$ 3,630	$ 60,547
Comm College	2.1693	2.1693	$ 20,218	$ 20,622	$ 21,035	$ 21,455	$ 21,884	$ 22,322	$ 22,769	$ 23,224	$ 23,688	$ 24,162	$ 24,645	$ 25,138	$ 25,641	$ 26,154	$ 26,677	$ 444,933
MAISD	4.6773	4.6773	$ 43,592	$ 44,464	$ 45,354	$ 46,261	$ 47,186	$ 48,130	$ 49,092	$ 50,074	$ 51,076	$ 52,097	$ 53,139	$ 54,202	$ 55,286	$ 56,392	$ 57,519	$ 959,334
City Museum	0.3169	0.3169	$ 2,954	$ 3,013	$ 3,073	$ 3,134	$ 3,197	$ 3,261	$ 3,326	$ 3,393	$ 3,461	$ 3,530	$ 3,600	$ 3,672	$ 3,746	$ 3,821	$ 3,897	$ 64,998
Local Total	28.7778		$ 268,209	$ 273,573	$ 279,045	$ 284,626	$ 290,318	$ 296,125	$ 302,047	$ 308,088	$ 314,250	$ 320,535	$ 326,946	$ 333,485	$ 340,154	$ 346,957	$ 353,896	$ 5,803,226
Non-Capturable Millages	Millage Rate																	
Hackley Debt	0.4999	0.4999	$ 4,659	$ 4,752	$ 4,847	$ 4,944	$ 5,043	$ 5,144	$ 5,247	$ 5,352	$ 5,459	$ 5,568	$ 5,679	$ 5,793	$ 5,909	$ 6,027	$ 6,148	$ 102,532
MPS Debt 2020	0.0500	0.0500	$ 466	$ 475	$ 485	$ 495	$ 504	$ 515	$ 525	$ 535	$ 546	$ 557	$ 568	$ 579	$ 591	$ 603	$ 615	$ 10,255
MPS Debt 2021	7.7000	7.7000	$ 71,764	$ 73,199	$ 74,663	$ 76,157	$ 77,680	$ 79,233	$ 80,818	$ 82,434	$ 84,083	$ 85,765	$ 87,480	$ 89,230	$ 91,014	$ 92,834	$ 94,691	$ 1,579,303
Comm College Debt	0.2700	0.2700	$ 2,516	$ 2,567	$ 2,618	$ 2,670	$ 2,724	$ 2,778	$ 2,834	$ 2,891	$ 2,948	$ 3,007	$ 3,067	$ 3,129	$ 3,191	$ 3,255	$ 3,320	$ 55,378
MPS Sinking Fund	0.9712	0.9712	$ 9,052	$ 9,233	$ 9,417	$ 9,606	$ 9,798	$ 9,994	$ 10,194	$ 10,397	$ 10,605	$ 10,817	$ 11,034	$ 11,255	$ 11,480	$ 11,709	$ 11,943	$ 199,197
Total Non-Capturable Taxes	9.4911		$ 88,457	$ 90,226	$ 92,031	$ 93,871	$ 95,749	$ 97,664	$ 99,617	$ 101,609	$ 103,642	$ 105,714	$ 107,829	$ 109,985	$ 112,185	$ 114,429	$ 116,717	$ 1,946,665
Total Tax Increment Revenue (TIR) Available for Capture			$ 324,129	$ 330,612	$ 337,224	$ 343,969	$ 350,848	$ 357,865	$ 365,022	$ 372,323	$ 379,769	$ 387,365	$ 395,112	$ 371,188	$ 340,154	$ 346,957	$ 353,896	$ 6,784,981

Footnotes:

Assumes 26 rehab for sale units with TV of $256k each and primary residences
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 9

TIR Capture Estimates - Residential Condos - Phase III
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:		2% per year					NEZ Term																
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	
Base Taxable Value		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Estimated New TV		$ -	$ -	$ -	$ -	$ -	$ 5,120,000	$ 5,222,400	$ 5,326,848	$ 5,433,385	$ 5,542,053	$ 5,652,894	$ 5,765,952	$ 5,881,271	$ 5,998,896	$ 6,118,874	$ 6,241,251	$ 6,366,076	$ 6,493,398	$ 6,623,266	$ 6,755,731	$ 6,890,846	
Incremental Difference (New TV - Base TV)		$ -	$ -	$ -	$ -	$ -	$ 5,120,000	$ 5,222,400	$ 5,326,848	$ 5,433,385	$ 5,542,053	$ 5,652,894	$ 5,765,952	$ 5,881,271	$ 5,998,896	$ 6,118,874	$ 6,241,251	$ 6,366,076	$ 6,493,398	$ 6,623,266	$ 6,755,731	$ 6,890,846	
School Capture	Millage Rate	NEZ Phase Out																					
State Education Tax (SET)	6.0000	6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,960	$ 39,740	$ 40,534	$ 41,345
School Operating Tax	18.0000	18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 116,881	$ 119,219	$ 121,603	$ 124,035
School Total	24.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 155,842	$ 158,958	$ 162,138	$ 165,380
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																			
County Operating	5.6097		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,766	$ 27,866	$ 33,160	$ 38,656
City Operating	9.8554		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,997	$ 48,956	$ 58,258	$ 67,912
City Sanitation	2.9364	2.9364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,067	$ 19,449	$ 19,838	$ 20,234
Hackley Library	2.3516	2.3516	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,270	$ 15,575	$ 15,887	$ 16,205
County Veterans	0.0739	0.0739	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 480	$ 489	$ 499	$ 509
Senior Citizens Svc	0.4921	0.4921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,195	$ 3,259	$ 3,324	$ 3,391
Central Dispatch	0.2952	0.2952	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,917	$ 1,955	$ 1,994	$ 2,034
Comm College	2.1693	2.1693	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,086	$ 14,368	$ 14,655	$ 14,948
MAISD	4.6773	4.6773	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,372	$ 30,979	$ 31,599	$ 32,231
City Museum	0.3169	0.3169	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,058	$ 2,099	$ 2,141	$ 2,184
Local Total	28.7778		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 149,208	$ 164,996	$ 181,355	$ 198,303
Non-Capturable Millages	Millage Rate																						
Hackley Debt	0.4999	0.4999	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,246	$ 3,311	$ 3,377	$ 3,445
MPS Debt 2020	0.0500	0.0500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 325	$ 331	$ 338	$ 345
MPS Debt 2021	7.7000	7.7000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,999	$ 50,999	$ 52,019	$ 53,060
Comm College Debt	0.2700	0.2700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,753	$ 1,788	$ 1,824	$ 1,861
MPS Sinking Fund	0.9712	0.9712	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,306	$ 6,433	$ 6,561	$ 6,692
Total Non-Capturable Taxes	9.4911		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,629	$ 62,862	$ 64,119	$ 65,402
Total Tax Increment Revenue (TIR) Available for Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 305,049	$ 323,954	$ 343,493	$ 363,684

Footnotes:

Assumes 20 rehab for sale units with TV of $256k each and assumed to be second homes
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 9

TIR Capture Estimates - Residential Condos - Phase III
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

			Plan Year	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
			Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
			Base Taxable Value	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Estimated New TV	$ 7,028,663	$ 7,169,236	$ 7,312,621	$ 7,458,873	$ 7,608,051	$ 7,760,212	$ 7,915,416	$ 8,073,724	$ 8,235,199	$ 8,399,903	$ 8,567,901	$ 8,739,259	$ 8,914,044	$ 9,092,325	$ 9,274,171	$ 9,274,171
			Incremental Difference (New TV - Base TV)	$ 7,028,663	$ 7,169,236	$ 7,312,621	$ 7,458,873	$ 7,608,051	$ 7,760,212	$ 7,915,416	$ 8,073,724	$ 8,235,199	$ 8,399,903	$ 8,567,901	$ 8,739,259	$ 8,914,044	$ 9,092,325	$ 9,274,171	$ 9,274,171
School Capture	Millage Rate	NEZ Phase Out																	
State Education Tax (SET)	6.0000	6.0000		$ 42,172	$ 43,015	$ 43,876	$ 44,753	$ 45,648	$ 46,561	$ 47,492	$ 48,442	$ 49,411	$ 50,399	$ 51,407	$ 28,277	$ -	$ -	$ -	$ 702,035
School Operating Tax	18.0000	18.0000		$ 126,516	$ 129,046	$ 131,627	$ 134,260	$ 136,945	$ 139,684	$ 142,477	$ 145,327	$ 148,234	$ 151,198	$ 154,222	$ 84,832	$ -	$ -	$ -	$ 2,106,106
School Total	24.0000			$ 168,688	$ 172,062	$ 175,503	$ 179,013	$ 182,593	$ 186,245	$ 189,970	$ 193,769	$ 197,645	$ 201,598	$ 205,630	$ 113,109	$ -	$ -	$ -	$ 2,808,142
Local Capture	Millage Rate	9.6656875																	
County Operating	5.6097			$ 39,429	$ 40,217	$ 41,022	$ 41,842	$ 42,679	$ 43,532	$ 44,403	$ 45,291	$ 46,197	$ 47,121	$ 48,063	$ 49,025	$ 50,005	$ 51,005	$ 52,025	$ 804,305
City Operating	9.8554			$ 69,270	$ 70,656	$ 72,069	$ 73,510	$ 74,980	$ 76,480	$ 78,010	$ 79,570	$ 81,161	$ 82,784	$ 84,440	$ 86,129	$ 87,851	$ 89,608	$ 91,401	$ 1,413,043
City Sanitation	2.9364	2.9364		$ 20,639	$ 21,052	$ 21,473	$ 21,902	$ 22,340	$ 22,787	$ 23,243	$ 23,708	$ 24,182	$ 24,665	$ 25,159	$ 25,662	$ 26,175	$ 26,699	$ 27,233	$ 435,506
Hackley Library	2.3516	2.3516		$ 16,529	$ 16,859	$ 17,196	$ 17,540	$ 17,891	$ 18,249	$ 18,614	$ 18,986	$ 19,366	$ 19,753	$ 20,148	$ 20,551	$ 20,962	$ 21,382	$ 21,809	$ 348,772
County Veterans	0.0739	0.0739		$ 519	$ 530	$ 540	$ 551	$ 562	$ 573	$ 585	$ 597	$ 609	$ 621	$ 633	$ 646	$ 659	$ 672	$ 685	$ 10,960
Senior Citizens Svc	0.4921	0.4921		$ 3,459	$ 3,528	$ 3,599	$ 3,671	$ 3,744	$ 3,819	$ 3,895	$ 3,973	$ 4,053	$ 4,134	$ 4,216	$ 4,301	$ 4,387	$ 4,474	$ 4,564	$ 72,985
Central Dispatch	0.2952	0.2952		$ 2,075	$ 2,116	$ 2,159	$ 2,202	$ 2,246	$ 2,291	$ 2,337	$ 2,383	$ 2,431	$ 2,480	$ 2,529	$ 2,580	$ 2,631	$ 2,684	$ 2,738	$ 43,782
Comm College	2.1693	2.1693		$ 15,247	$ 15,552	$ 15,863	$ 16,181	$ 16,504	$ 16,834	$ 17,171	$ 17,514	$ 17,865	$ 18,222	$ 18,586	$ 18,958	$ 19,337	$ 19,724	$ 20,118	$ 321,735
MAISD	4.6773	4.6773		$ 32,875	$ 33,533	$ 34,203	$ 34,887	$ 35,585	$ 36,297	$ 37,023	$ 37,763	$ 38,518	$ 39,289	$ 40,075	$ 40,876	$ 41,694	$ 42,528	$ 43,378	$ 693,704
City Museum	0.3169	0.3169		$ 2,227	$ 2,272	$ 2,317	$ 2,364	$ 2,411	$ 2,459	$ 2,508	$ 2,559	$ 2,610	$ 2,662	$ 2,715	$ 2,769	$ 2,825	$ 2,881	$ 2,939	$ 47,000
Local Total	28.7778			$ 202,269	$ 206,315	$ 210,441	$ 214,650	$ 218,943	$ 223,322	$ 227,788	$ 232,344	$ 236,991	$ 241,731	$ 246,565	$ 251,497	$ 256,527	$ 261,657	$ 266,890	$ 4,191,792
Non-Capturable Millages	Millage Rate																		
Hackley Debt	0.4999	0.4999		$ 3,514	$ 3,584	$ 3,656	$ 3,729	$ 3,803	$ 3,879	$ 3,957	$ 4,036	$ 4,117	$ 4,199	$ 4,283	$ 4,369	$ 4,456	$ 4,545	$ 4,636	$ 74,142
MPS Debt 2020	0.0500	0.0500		$ 351	$ 358	$ 366	$ 373	$ 380	$ 388	$ 396	$ 404	$ 412	$ 420	$ 428	$ 437	$ 446	$ 455	$ 464	$ 7,416
MPS Debt 2021	7.7000	7.7000		$ 54,121	$ 55,203	$ 56,307	$ 57,433	$ 58,582	$ 59,754	$ 60,949	$ 62,168	$ 63,411	$ 64,679	$ 65,973	$ 67,292	$ 68,638	$ 70,011	$ 71,411	$ 1,142,009
Comm College Debt	0.2700	0.2700		$ 1,898	$ 1,936	$ 1,974	$ 2,014	$ 2,054	$ 2,095	$ 2,137	$ 2,180	$ 2,224	$ 2,268	$ 2,313	$ 2,360	$ 2,407	$ 2,455	$ 2,504	$ 40,044
MPS Sinking Fund	0.9712	0.9712		$ 6,826	$ 6,963	$ 7,102	$ 7,244	$ 7,389	$ 7,537	$ 7,687	$ 7,841	$ 7,998	$ 8,158	$ 8,321	$ 8,488	$ 8,657	$ 8,830	$ 9,007	$ 144,041
Total Non-Capturable Taxes	9.4911			$ 66,710	$ 68,044	$ 69,405	$ 70,793	$ 72,209	$ 73,653	$ 75,126	$ 76,629	$ 78,161	$ 79,724	$ 81,319	$ 82,945	$ 84,604	$ 86,296	$ 88,022	$ 1,407,652
Total Tax Increment Revenue (TIR) Available for Capture				$ 370,957	$ 378,377	$ 385,944	$ 393,663	$ 401,536	$ 409,567	$ 417,758	$ 426,113	$ 434,636	$ 443,328	$ 452,195	$ 364,606	$ 256,527	$ 261,657	$ 266,890	$ 6,999,934

Footnotes:

Assumes 20 rehab for sale units with TV of $256k each and assumed to be second hom
Assumes millages rates remain the same
Assumes 15yr Rehab NEZ

Table 10

TIR Capture Estimates - New Townhomes
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:		2% per year																														

Table 10

TIR Capture Estimates - New Townhomes
Shaw Walker
Muskegon, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	
Base Taxable Value	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500	$ 59,500
Estimated New TV - Yr 1	$ 3,388,514	$ 3,456,285	$ 3,525,410	$ 3,595,918	$ 3,667,837	$ 3,741,194	$ 3,816,017	$ 3,892,338	$ 3,970,184	$ 4,049,588	$ 4,130,580	$ 4,213,192	$ 4,297,455	$ 4,383,404	$ 4,471,073	$ 4,471,073
Estimated New TV - Yr 2	$ 3,322,073	$ 3,388,514	$ 3,456,285	$ 3,525,410	$ 3,595,918	$ 3,667,837	$ 3,741,194	$ 3,816,017	$ 3,892,338	$ 3,970,184	$ 4,049,588	$ 4,130,580	$ 4,213,192	$ 4,297,455	$ 4,383,404	$ 4,383,404
Estimated New TV - Yr 3	$ 3,256,934	$ 3,322,073	$ 3,388,514	$ 3,456,285	$ 3,525,410	$ 3,595,918	$ 3,667,837	$ 3,741,194	$ 3,816,017	$ 3,892,338	$ 3,970,184	$ 4,049,588	$ 4,130,580	$ 4,213,192	$ 4,297,455	$ 4,297,455
Incremental Difference (New TV - Base TV)	$ 9,908,021	$ 10,107,371	$ 10,310,709	$ 10,518,113	$ 10,729,665	$ 10,945,449	$ 11,165,548	$ 11,390,049	$ 11,619,040	$ 11,852,610	$ 12,090,853	$ 12,333,860	$ 12,581,727	$ 12,834,551	$ 13,092,432	$ 13,092,432

School Capture	Millage Rate																
State Education Tax (SET)	6.0000	0.1355	$ 59,448	$ 60,644	$ 61,864	$ 63,109	$ 64,378	$ 65,673	$ 66,993	$ 68,340	$ 69,714	$ 71,116	$ 72,545	$ 39,921	$ -	$ -	$ -	$ 1,220,439
School Operating Tax	0.0000	0.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total	6.0000		$ 59,448	$ 60,644	$ 61,864	$ 63,109	$ 64,378	$ 65,673	$ 66,993	$ 68,340	$ 69,714	$ 71,116	$ 72,545	$ 39,921	$ -	$ -	$ -	$ 1,220,439

Local Capture	Millage Rate	9.6656875															
County Operating	5.6097	0.1267	$ 55,581	$ 56,699	$ 57,840	$ 59,003	$ 60,190	$ 61,401	$ 62,635	$ 63,895	$ 65,179	$ 66,490	$ 67,826	$ 69,189	$ 70,580	$ 71,998	$ 73,445	$ 1,388,937
City Operating	9.8554	0.2226	$ 97,648	$ 99,612	$ 101,616	$ 103,660	$ 105,745	$ 107,872	$ 110,041	$ 112,253	$ 114,510	$ 116,812	$ 119,160	$ 121,555	$ 123,998	$ 126,490	$ 129,031	$ 2,440,153
City Sanitation	2.9364	0.0663	$ 29,094	$ 29,679	$ 30,276	$ 30,885	$ 31,507	$ 32,140	$ 32,787	$ 33,446	$ 34,118	$ 34,804	$ 35,504	$ 36,217	$ 36,945	$ 37,687	$ 38,445	$ 727,039
Hackley Library	2.3516	0.0531	$ 23,300	$ 23,768	$ 24,247	$ 24,734	$ 25,232	$ 25,739	$ 26,257	$ 26,785	$ 27,323	$ 27,873	$ 28,433	$ 29,004	$ 29,587	$ 30,182	$ 30,788	$ 582,246
County Veterans	0.0739	0.0017	$ 732	$ 747	$ 762	$ 777	$ 793	$ 809	$ 825	$ 842	$ 859	$ 876	$ 894	$ 911	$ 930	$ 948	$ 968	$ 18,297
Senior Citizens Svc	0.4921	0.0111	$ 4,876	$ 4,974	$ 5,074	$ 5,176	$ 5,280	$ 5,386	$ 5,495	$ 5,605	$ 5,718	$ 5,833	$ 5,950	$ 6,069	$ 6,191	$ 6,316	$ 6,443	$ 121,842
Central Dispatch	0.2952	0.0067	$ 2,925	$ 2,984	$ 3,044	$ 3,105	$ 3,167	$ 3,231	$ 3,296	$ 3,362	$ 3,430	$ 3,499	$ 3,569	$ 3,641	$ 3,714	$ 3,789	$ 3,865	$ 73,090
Comm College	2.1693	0.0490	$ 21,493	$ 21,926	$ 22,367	$ 22,817	$ 23,276	$ 23,744	$ 24,221	$ 24,708	$ 25,205	$ 25,712	$ 26,229	$ 26,756	$ 27,294	$ 27,842	$ 28,401	$ 537,109
MAISD	4.6773	0.1057	$ 46,343	$ 47,275	$ 48,226	$ 49,196	$ 50,186	$ 51,195	$ 52,225	$ 53,275	$ 54,346	$ 55,438	$ 56,553	$ 57,689	$ 58,849	$ 60,031	$ 61,237	$ 1,158,079
City Museum	0.3169	0.0072	$ 3,140	$ 3,203	$ 3,267	$ 3,333	$ 3,400	$ 3,469	$ 3,538	$ 3,610	$ 3,682	$ 3,756	$ 3,832	$ 3,909	$ 3,987	$ 4,067	$ 4,149	$ 78,463
Local Total	28.7778		$ 285,131	$ 290,868	$ 296,720	$ 302,688	$ 308,776	$ 314,986	$ 321,320	$ 327,781	$ 334,370	$ 341,092	$ 347,948	$ 354,941	$ 362,074	$ 369,350	$ 376,771	$ 7,125,254

Non-Capturable Millages	Millage Rate																
Hackley Debt	0.4999	0.0113	$ 4,953	$ 5,053	$ 5,154	$ 5,258	$ 5,364	$ 5,472	$ 5,582	$ 5,694	$ 5,808	$ 5,925	$ 6,044	$ 6,166	$ 6,290	$ 6,416	$ 6,545	$ 123,773
MPS Debt 2020	0.0500	0.0011	$ 495	$ 505	$ 516	$ 526	$ 536	$ 547	$ 558	$ 570	$ 581	$ 593	$ 605	$ 617	$ 629	$ 642	$ 655	$ 12,380
MPS Debt 2021	7.7000	0.1739	$ 76,292	$ 77,827	$ 79,392	$ 80,989	$ 82,618	$ 84,280	$ 85,975	$ 87,703	$ 89,467	$ 91,265	$ 93,100	$ 94,971	$ 96,879	$ 98,826	$ 100,812	$ 1,906,486
Comm College Debt	0.2700	0.0061	$ 2,675	$ 2,729	$ 2,784	$ 2,840	$ 2,897	$ 2,955	$ 3,015	$ 3,075	$ 3,137	$ 3,200	$ 3,265	$ 3,330	$ 3,397	$ 3,465	$ 3,535	$ 66,851
MPS Sinking Fund	0.9712	0.0219	$ 9,623	$ 9,816	$ 10,014	$ 10,215	$ 10,421	$ 10,630	$ 10,844	$ 11,062	$ 11,284	$ 11,511	$ 11,743	$ 11,979	$ 12,219	$ 12,465	$ 12,715	$ 240,465
Total Non-Capturable Taxes	9.4911		$ 94,038	$ 95,930	$ 97,860	$ 99,828	$ 101,836	$ 103,884	$ 105,973	$ 108,104	$ 110,277	$ 112,494	$ 114,755	$ 117,062	$ 119,414	$ 121,814	$ 124,262	$ 2,349,954

Total Tax Increment Revenue (TIR) Available for Capture	$ 344,579	$ 351,512	$ 358,584	$ 365,797	$ 373,154	$ 380,659	$ 388,313	$ 396,121	$ 404,085	$ 412,208	$ 420,493	$ 394,862	$ 362,074	$ 369,350	$ 376,771	$ 8,345,693

Footnotes:
Assumes 39 townhomes with TV of $182.5k each - Sold over 3yrs - 15yr NEZ
Assumes millages rates remain the same

Table 11

Shaw Walker
Revenue Capture Table

Mixed Use Building

Residential Assumptions:

No. of Units -	571	
Residential SF -	408,829	
Avg. Monthly Rent PSF -	$2.20	
Total Annual Income -	$ 58,677,999	All Residents
Salary Increase	3.50%	/year
State Income Tax -	4.25%	Yr 1-20
Sales/Use Tax -	6.00%	

Vacancy Assumptions:

	Residential	Commercial
Year 1 Absorption Vacancy	25.00%	25.00%
Year 2 Absorption Vacancy	15.00%	10.00%
Ongoing Vacancy	5.00%	5.00%

	Construction Sales/Use Tax Exemption	Constrution Period Income Tax Capture	Residential Income Tax Capture	Commercial Withholding Tax Capture	Property Tax Capture - SCHOOL	Property Tax Capture - LOCAL	Sales Tax Capture	Total
2025	0	0						0
2026	1,637,135	1,270,691						2,907,826
2027	1,637,135	1,270,691						2,907,826
	3,274,269	**2,541,382**	**0**	**0**	**0**	**0**	**0**	**5,815,652**
2028	1,637,135	1,270,691	1,870,361	286,078	0	0	225,000	5,289,265
2029	0	0	2,193,934	355,309	0	0	278,100	2,827,343
2030	0	0	2,537,865	388,175	33,691	82,256	302,357	3,344,344
2031			2,626,690	401,761	34,426	83,914	311,427	3,458,219
2032			2,718,625	415,823	61,285	85,307	320,770	3,601,809
2033			2,813,776	430,377	62,630	87,025	330,393	3,724,201
2034			2,912,259	445,440	64,003	88,777	340,305	3,850,783
2035			3,014,188	461,030	65,403	90,565	350,514	3,981,699
2036			3,119,684	477,166	66,830	92,388	361,029	4,117,099
2037			3,228,873	493,867	68,287	94,248	371,860	4,257,135
2038			3,341,884	511,153	69,772	176,941	383,016	4,482,766
2039			3,458,850	529,043	1,054,332	1,414,967	394,507	6,851,698
2040			3,579,909	547,559	1,106,318	1,783,639	406,342	7,423,768
2041			3,705,206	566,724	1,270,790	2,136,899	418,532	8,098,151
2042			3,834,888	586,559	1,298,332	2,329,763	431,088	8,480,631
2043			3,969,109	607,089	1,326,031	2,415,527	444,021	8,761,778
2044			4,108,028	628,337	1,353,874	2,482,235	457,341	9,029,815
2045			4,251,809	650,329	1,381,855	2,533,124	471,062	9,288,179
2046			4,400,623	673,090	1,410,396	2,585,032	485,193	9,554,334
2047			290,384	44,415	1,439,508	2,637,977	31,862	4,444,146
2048					1,469,202	2,691,981		4,161,183
2049					1,499,489	2,747,066		4,246,555
2050					1,530,383	2,803,252		4,333,635
2051					1,561,895	2,860,562		4,422,456
2052					1,594,036	2,919,018		4,513,054
2053					1,626,821	2,978,643		4,605,464
2054					1,660,261	3,039,461		4,699,722
2055					2,023,088	3,101,495		5,124,583
2056					1,108,909	1,700,012		2,808,921
2057					0	0		0
Total	**1,637,135**	**1,270,691**	**61,976,945**	**9,499,324**	**26,241,847**	**46,042,075**	**7,114,720**	**153,782,737**
GRAND TOTAL	**4,911,404**	**3,812,074**	**61,976,945**	**9,499,324**	**26,241,847**	**46,042,075**	**7,114,720**	**159,598,389**

Residential Income Calculation

	New Condos	Existing Condos - Rehab	Townhomes
Average Household For Sale*	$ 163,114	$ 110,282	$ 137,762
Average Household Market Rental*	$ 100,100		
Average Household Income Affordable	$ 55,680		

Unit Size	Studio	1BR	2BR	3BR	Total
Number of units - For Sale New	0	5	64	0	69
Number of units - For Sale Existing	0	19	10	4	33
Number of units - For Sale TH	0	0	0	37	37
Number of units - Rental Market	11	347	44	10	412
Number of units - Rental Affordable	20				20
Total Number of Units	**31**	**371**	**118**	**51**	**571**
Tenants per unit	1.00	1.50	1.75	2.00	
Total Occupants	31	556.5	206.5	102	896
Average Household Income per Unit - For Sale New	$ 103,949	$ 155,923	$ 181,910	$ 207,897	
Average Household Income per Unit - For Sale Existing	$ 70,280	$ 105,420	$ 122,990	$ 140,560	
Average Household Income per Unit - For Sale TH	$ 87,793	$ 131,689	$ 153,637	$ 175,586	
Average Household Income per Unit - Market	$ 63,792	$ 95,688	$ 111,635	$ 127,583	
Average Household Income per Unit - Affordable	$ 35,483	$ 53,225	$ 62,096	$ 70,967	
Total Household Income - For Sale New	$ -	$ 779,615	$ 11,642,255	$ -	$ 12,421,871
Total Household Income - For Sale Existing	$ -	$ 2,002,985	$ 1,229,903	$ 562,241	$ 3,795,129
Total Household Income - For Sale TH	$ -	$ -	$ -	$ 6,496,667	$ 6,496,667
Total Household Income - Market	$ 701,708	$ 33,203,563	$ 4,911,958	$ 1,275,833	$ 40,093,063
Total Household Income - Affordable	$ 709,669	$ -	$ -	$ -	$ 709,669
Income Tax Deduction @ $5,400 per Occupant	$ (167,400)	$ (3,005,100)	$ (1,115,100)	$ (550,800)	$ (4,838,400)
Total Adjusted Income	$ 1,243,977	$ 32,981,063	$ 16,669,017	$ 7,783,942	$ 58,677,999

*Source US Census Bureau 2022 Inflation Adjusted Table S1901 and MSHDA AMI Schedule. See support Table.

Construction Materials

Construction Cost	$ 171,502,580
% Attributable to Materials	48%
Total Materials Cost	$ 81,806,731
FF&E	$ 50,000
Total Sales Tax	$ 4,911,404
Loss factor	100%
Sales Tax Subject to capture	$ 4,911,404
Property Tax Inflation Factor	2%
Base Taxable Value	$ -
Year 1 Future TV Increment	$ -
State Captured Millage	24
Local Captured Millage	
NEZ State Captured Millage	
NEZ Local Captured Millage	
FTV per Unit (2023)	See Capture Tabs
FTV per Unit (2029) - 3%	$ -

Construction Labor

	$ 171,502,580
% Attributable to Labor	52%
Total Labor	$ 89,695,849
Total Income Tax	$ 3,812,074
Loss factor	100%
Income Tax Capture	$ 3,812,074
Sales Tax Inflation	3%

2024	
2025	
2026	
2027	
2028	

Commercial Income Calculation

	FTE's	Average Salary	Total Income
Residential Property Management	5	$ 55,000	$ 275,000
Office Employees	45	$ 60,000	$ 2,700,000
Retail Employees	150	$ 40,000	$ 6,000,000
Total	200		$ 8,975,000
Total Withholding			$ 381,438
Percent Captured			100%
Total Capture			$ 381,438

SF of Retail 22802 Retail Employees per SF 288

	# of Construction Days	Materials	Labor
		$ -	$ -
	365	$ 1,637,135	$ 1,270,691.20
	365	$ 1,637,135	$ 1,270,691.20
	365	$ 1,637,135	$ 1,270,691.20
		$ -	$ -
			$ -
	1095	#	#
		#	#

Sales Tax Calculation

	Hotel	Restaurant	Retail**	Total
Sales Per Square Foot*				
Annual Revenue		$ 2,000,000	$ 3,000,000	$ 5,000,000
Total Sales tax Potential	$ -	$ 120,000	$ 180,000	$ 300,000
Vacancy Loss Year 1	40%	25.00%	25.00%	
Vacancy Loss Year 2	35%	10.00%	10.00%	
Vacancy loss Stabilized	27.5%	5.00%	5.00%	

	Base Sales Tax					
Year 1 Capture	$ -	$ 90,000	$ 135,000	$ -	$ 225,000
Year 2 Capture	$ -	$ 111,240	$ 166,860	$ -	$ 278,100
Year 3 Capture	$ -	$ 120,943	$ 181,414	$ -	$ 302,357

*Data generated based on operations from owner's other three restaurants in downtown Muskegon, and owner's retail tenants that average $400k or more per year.
**Assumes 8 retail tenants at S/W

ATTACHMENT A
BROWNFIELD PLAN RESOLUTIONS

ATTACHMENT B
AFFORDABLE HOUSING AGREEMENT

RESOLUTION APPROVING THE COMBINED TRANSFORMATIONAL BROWNFIELD PLAN AMENDMENT

Parkland Properties of Michigan- Shaw Walker, LLC (Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC) 965 W. Western Ave., 920 Washington Ave., 930 Washington Ave., 1330 Division Ave. (Shaw Walker Mixed Use Redevelopment Project)

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 11th day of February, 2025 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has approved a Combined Transformational Brownfield Plan Amendment to add Parkland Properties of Michigan- Shaw Walker, LLC (Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC) 965 W. Western Ave., 920 Washington Ave., 930 Washington Ave., 1330 Division Ave.; and

WHEREAS, the Authority has forwarded the Combined Transformational Brownfield Plan Amendment to the City Commission requesting its approval of the Combined Transformational Brownfield Plan Amendment; and

WHEREAS, the City Commission has provided notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Combined Transformational Brownfield Plan Amendment, as required by Act 381; and

WHEREAS, not less than 10 days has passed since the City Commission provided notice of the proposed Brownfield Plan to the taxing units; and

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on February 11, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Combined Transformational Brownfield Plan Amendment constitutes a public purpose under Act 381.
2. That the Combined Transformational Brownfield Plan meets all the requirements of Section 13 of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Combined Transformational Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Combined Transformational Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. That the amount of captured taxable value estimated to result from the adoption of the Combined Transformational Brownfield Plan is reasonable.
6. That the Combined Transformational Brownfield Plan in the form presented is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Combined Transformational Brownfield Plan.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

_____
Ann Marie Meisch, City Clerk

_____
Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on February 11, 2025 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and altered under Michigan Governor's Executive Order 2020-75 (COVID-19) and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

Ann Marie Meisch, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Approval of Minutes
Submitted by: Ann Meisch, City Clerk	**Department:** City Clerk

Brief Summary:
To approve minutes of the January 28th City Commission Meeting.

Detailed Summary & Background:

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

Amount Requested:	**Budgeted Item:**
	Yes [ ] No [ ] N/A [X]
Fund(s) or Account(s):	**Budget Amendment Needed:**
	Yes [ ] No [ ] N/A [X]

Recommended Motion:
Approval of the minutes.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

CITY OF MUSKEGON

CITY COMMISSION MEETING

January 28, 2025 @ 5:30 PM

MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, January 28, 2025. Mayor Johnson opened the meeting with a moment of silence, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Katrina Kochin, Willie German, Jr., Jay Kilgo, and Rachel Gorman, Deputy City Manager LeighAnn Mikesell, City Attorney John Schrier, and Deputy City Clerk Linda Potter
Absent: Commissioner Destinee Keener

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were received.

2025-06 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the January 13th Commission Worksession Meeting and the January 14th City Commission Meeting.
STAFF RECOMMENDATION: Approval of the minutes.

B. West Michigan Ironmen Lease Arena

The West Michigan Ironmen lease expired in June of 2024. Ironmen Owner and Arena Director have been working together to solidify a new year by year lease structure moving forward.
The West Michigan Ironmen and the Arena Director have worked together to produce a new year-to-year lease with the Ironmen since their current lease ended in June of 2024. The Ironmen have faced challenges with viable leagues and the Arena has faced challenges with scheduling the Ironmen within the

parameters of the available turf dates. USHL playoffs and various graduations have caused implications in previous years which caused an inefficiency in scheduling and added expense to operations. The Ironmen are in negotiations with a league whose facilities host both USHL and ECHL hockey teams, both in whom will face the same challenges. We are optimistic that we can start and end the Ironmen season within the allotted turf dates accompanied by the Risers. These times are between the months of December and April. With the unknown of playoffs starting in April followed by graduations in May it is in our best interest to consolidate the schedule into a 4-month schedule.
The proposed lease is financially consistent with that of the previous seasons. Small modifications regarding the storage of the pads and food/beverage policies have been added.
STAFF RECOMMENDATION: To approve the lease as presented for the West Michigan Ironmen 2025 season.

C. **Commission Meeting - Agenda Structure** Manager's Office

The City Commission sets the agenda structure (flow of business) for each Commission Meeting. As discussed at the January 13, 2025 Worksession, the Commission is comfortable updating the agenda flow so that Public Hearings are near the top of the meeting before Public Comment, a standing item for Federal/State/County elected officials to provide updates is added, and the second public comment is renamed "General Public Comment."
The City Commission sets the format of Commission Meeting agendas, and any change to the format/flow requires Commission action. Staff recommend and the Commission discussed at its January 13, 2025, Worksession about moving Public Hearings to the top of the meeting following Awards, Honors, and Presentations and before Comments on an Agenda Item, adding a section for Federal/State/County updates and renaming the second public comment.
The movement of public hearings to the top of the agenda serves a few functions:
1. Often, those who come for public hearings (either as applicants or commentators) leave after the hearing. Moving Public Hearings up on the agenda would accommodate allowing those individuals to leave earlier if they so wished.
2. Those there for a public hearing are often confused when it is their time to speak (during public comment on an agenda item or during the hearing itself). Having the public hearing before public comment on agenda items will lessen that confusion.
3. Often, those who are attending public hearings are paying professional consultants to attend, and this is an economically friendly move for those individuals.
It was also discussed and agreed that a new standing item, Federal/State/County Updates, should be added. It is recommended that this

happen after public hearings and before general public comment on an agenda item.
Lastly, the second public comment section will be renamed General Public Comment.
STAFF RECOMMENDATION: Move to approve the updated agenda as presented.

G. 2025 USER FEES Finance

City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is for your consideration. Please note that several fees, rec sports, and parking fees, were previously approved by the Commission and are now just being updated in the fee schedule.
STAFF RECOMMENDATION: Approval of the 2025 Master Fee Resolution.

Motion by Commissioner Kilgo, second by Commissioner German, to adopt the Consent Agenda as presented minus items D, E, F, H, and I.

ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None

MOTION PASSES

2025-07 ITEMS REMOVED FROM THE CONSENT AGENDA

D. Amendment to the Marihuana Facilities Overlay District Planning

Request to amend Section 2331, subsection 3(a) of the zoning ordinance, to allow The Grassy Knoll to operate between the hours of 8:00 am and 2:00 am., by the Grassy Knoll.

- The Planning Commission unanimously recommended for denial of the request to amend the ordinance because the proposed language is incomplete and it inadvertently restricts the hours of operation for all other marihuana retailers. The applicant was not present at the Planning Commission meeting.
- The applicant proposed an ordinance amendment in 2024 to allow for 24-hour marihuana retail sales everywhere in the Marihuana Facilities Overlay District, but the request failed.
- The applicant is now requesting to amend the zoning ordinance to allow only their property the ability to operate a retail store and a designated consumption establishment from 8:00 am to 2:00 am. Currently, retailers are allowed to operate between 8 am and 12 am. As presented, the ordinance would restrict any hours of operation for all other marihuana

retailers.
- The Grassy Knoll is located at 2125 Lemuel St. The address was not included in the proposed ordinance, rather the name was only listed.
- Please see Section 2331.3 as it currently exists, followed by the proposed amendments within this document.

STAFF RECOMMENDATION: I move to deny the request to amend Section 2331 of the zoning ordinance as proposed.

Motion by Commissioner German, second by Commissioner Kilgo, to deny the request to amend Section 2331 of the zoning ordinance as proposed.

ROLL VOTE: Ayes: Kilgo, German, Gorman, Kochin, St.Clair, and Johnson
Nays: None

MOTION PASSES

E. <u>Amendment to the zoning ordinance, replacing mentions of "single-family residential districts" with "neighborhood residential districts."</u> Planning

Staff initiated request to amend the zoning ordinance to replace all instances of "single-family residential districts" with "neighborhood residential districts."
With the recent zoning reform amendments now in place, the ordinance must be updated to remove references to single-family residential districts. These references can be replaced with neighborhood residential districts.
The Planning Commission unanimously recommended for approval of the proposed amendments.
STAFF RECOMMENDATION: I move to approve the request to amend the zoning ordinance by replacing all instances of "single-family residential districts" with "neighborhood residential districts" as proposed.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the request to amend the zoning ordinance by replacing all instances of "single-family residential districts" with "neighborhood residential districts" as proposed.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None

MOTION PASSES (REQUIRES SECOND READING)

F. <u>Amendment to Article II of the zoning ordinance to create definitions for duplexes and triplexes.</u> Planning

Staff initiated request to amend Article II of the zoning ordinance to create

definitions for duplexes and triplexes.

- Now that duplexes and triplexes are allowed in R districts, we must create definitions for them.
- After discussion, the Planning Commission recommended changes to the definitions.
- The Planning Commission unanimously recommended for approval of the zoning ordinance amendment, which include their updated definitions.
- The proposed definitions are as follows:

Duplex: A building designed for occupancy by two families living independently of each other.
Triplex: A medium-sized structure that's designed for occupancy by three families living independently of each other.
STAFF RECOMMENDATION: I move to approve the request to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes as proposed.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the request to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes as proposed.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None

MOTION PASSES (REQUIRES SECOND READING)

H. <u>Purchase of 1932 and 1967 Reynolds.</u> Planning

Staff is requesting approval of a purchase agreement to buy 1932 Reynolds Street and 1967 Reynolds Street, Muskegon, MI 49442 from the Muskegon County Land Bank. This lot will be added to the City's Infill Housing Program and city-wide Brownfield. It is proximal to several other recent builds and future phase lots.
STAFF RECOMMENDATION: Approve the purchase agreement for 1932 and 1967 Reynolds St, Muskegon, MI 49442, for $7,000.00, and authorize the Code Coordinator to sign.

Motion by Vice Mayor St.Clair, second by Commissioner Gorman, to approve the purchase agreement for 1932 and 1967 Reynolds St, Muskegon, MI 49442, for $7,000.00, and authorize the Code Coordinator to sign, with the caveat that Section 16 (Prior Owner Purchase) is removed from the agreement.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, and German
Nays: None

MOTION PASSES

I. **Approve CRC recommendations** City Clerk

Concur with Community Relations Committee recommendations for board positions.
STAFF RECOMMENDATION: Approve CRC recommendations for board positions.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to approve CRC recommendations for board positions.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, German, and Gorman
Nays: None

MOTION PASSES

2025-08 PUBLIC HEARINGS

A. **Public Hearing Establishment of a Commercial Redevelopment District-Lakeshore Hotel Partners, LLC, 181 Viridian Drive** Economic Development

Lakeshore Hotel Partners, LLC has formally requested the establishment of a Commercial Redevelopment District and Certificate for 181 Viridian Drive on December 9, 2024. This designation will enable the property owner to apply for a Commercial Facilities Exemption Certificate, which freezes the building's taxable value and exempts new investments from local taxes.
The proposed project involves the development of the Element Hotel by Marriott, part of the broader Harbor 31 Redevelopment Plan**.** Key details of the hotel project include:

- Size & Scope: A 5-story building featuring 132 rooms.
- Amenities: A full-service restaurant, fitness center, and indoor pool.
- Location: Situated along the Lakeshore, enhancing the area's appeal as a destination for visitors and residents.
- Investment: The project represents a $30 million construction effort spanning 31 acres.

The Element Hotel is a key component of the larger Harbor 31 Redevelopment Plan, which aims to transform the area into a vibrant, mixed-use community. In addition to the hotel, the redevelopment plan includes:

- Senior living facilities.
- Single-family homes.
- Townhomes and apartments.

- Office space.

The project is expected to:

- Begin construction in February 2025 and conclude in April 2026.
- Create approximately 50 permanent jobs upon completion, enhancing the local workforce.
- Generate approximately 225 construction jobs during the development phase.
- Revitalize underutilized property along the Lakeshore

STAFF RECOMMENDATION: I move to close the public hearing and approve the request from Lakeshore Hotel Partners, LLC, to establish a Commercial Redevelopment District at 181 Viridian Drive and authorize the Mayor and City Clerk to sign the resolution.
The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kilgo, second by Commissioner German, to close the public hearing and approve the request from Lakeshore Hotel Partners, LLC, to establish a Commercial Redevelopment District at 181 Viridian Drive and authorize the Mayor and City Clerk to sign the resolution.

ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, German, Gorman, and Kochin
Nays: None

MOTION PASSES

B. <u>Public Hearing Establishment of a Commercial Facilities Exemption Certificate, Lakeshore Hotel Partners, LLC- 181 Viridian Drive</u> Economic Development

Lakeshore Hotel Partners, LLC has formally requested the establishment of a Commercial Facilities Exemption Certificate for 181 Viridian Drive on December 9, 2024. This designation will enable the property owner to apply for a Commercial Facilities Exemption Certificate, which freezes the building's taxable value and exempts new investments from local taxes. The approval of the certificate is contingent upon the approval of the Commercial Redevelopment District.
The proposed project involves the development of the Element Hotel by Marriott, part of the broader Harbor 31 Redevelopment Plan**.** Key details of the hotel project include:

- Size & Scope: A 5-story building featuring 132 rooms.
- Amenities: A full-service restaurant, fitness center, and indoor pool.
- Location: Situated along the Lakeshore, enhancing the area's appeal as

a destination for visitors and residents.
- Investment: The project represents a $30 million construction effort spanning 31 acres.

The Element Hotel is a key component of the larger Harbor 31 Redevelopment Plan, which aims to transform the area into a vibrant, mixed-use community. In addition to the hotel, the redevelopment plan includes:

- Senior living facilities.
- Single-family homes.
- Townhomes and apartments.
- Office space.

The project is expected to:

- Begin construction in February 2025 and conclude in April 2026.
- Create approximately 50 permanent jobs upon completion, enhancing the local workforce.
- Generate approximately 225 construction jobs during the development phase.
- Revitalize underutilized property along the Lakeshore

STAFF RECOMMENDATION: I move to close the public hearing and approve the request from Lakeshore Hotel Partners, LLC, to establish a Commercial Facilities Exemption Certificate at 181 Viridian Drive and authorize the Mayor and City Clerk to sign the resolution.
The Public Hearing opened to hear and consider any comments from the public. Mike Houseman, project developer, stated that City staff has been great to work with.

Motion by Commissioner German, second by Vice Mayor St.Clair, to close the public hearing and approve the request from Lakeshore Hotel Partners, LLC, to establish a Commercial Facilities Exemption Certificate at 181 Viridian Drive for a period of 12 years and authorize the Mayor and City Clerk to sign the resolution.

ROLL VOTE: Ayes: Johnson, Kilgo, German, Gorman, Kochin, and St.Clair
Nays: None

MOTION PASSES

C. <u>Neighborhood Enterprise Zone Certificate -485 Mary St (formerly 845 Ducey Ave)</u> Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 485 Mary St (formerly 845

Ducey Ave).
An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Stephen Homes and Investments for a new construction home at 485 Mary St (formerly 845 Ducey Ave). The cost of construction is approximately $175,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.
STAFF RECOMMENDATION: I move to close the public hearing and approve the Neighborhood Enterprise Zone District certificate at 485 Mary St (formerly 845 Ducey Ave) and authorize the City Clerk and Mayor to sign the certificate resolution.
The Public Hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Kilgo, second by Commissioner German, to close the public hearing and approve the Neighborhood Enterprise Zone District certificate for a term of 15 years at 485 Mary St (formerly 845 Ducey Ave.), and authorize the City Clerk and Mayor to sign the certificate resolution.

ROLL VOTE: Ayes: Kilgo, German, Gorman, Kochin, St.Clair, and Johnson
Nays: None

MOTION PASSES

D. <u>Neighborhood Enterprise Zone Certificate - 263 W Muskegon Ave.</u>
Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for rehabilitation of 263 W Muskegon Ave.
An application for a Neighborhood Enterprise Zone (NEZ) certificate has been submitted by Ryan Kraai for the rehabilitation of a 3-unit residential property located at 263 W Muskegon Ave, within the Nelson neighborhood's historic district. The proposed rehabilitation, with an estimated cost of $40,000, includes re-roofing and re-siding.
The application meets all local and state requirements for NEZ certification. Additionally, the Historical District Commission (HDC) has approved all external renovations, and their approval documentation is included in your agenda packet. The agenda also contains the NEZ resolution and a map outlining the NEZ boundaries for your reference.
STAFF RECOMMENDATION: I move to close the public hearing and approve the Neighborhood Enterprise Zone District certificate at 263 W Muskegon Ave and authorize the City Clerk and Mayor to sign the certificate and resolution.
The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to close the public hearing and approve the Neighborhood Enterprise Zone District certificate for a term of 15 years at 263 W. Muskegon Ave. , and authorize the City Clerk and Mayor to sign the certificate and resolution.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson thanked DPW, Fire and Police for their excellent work during the challenging weather conditions. He also addressed the ICE rumors, and thanked the Police Department and Communications and Engagement team for putting out a post. 2025 road construct projects will be discussed February 19th at DPW from 4:00 p.m. to 6:00 p.m.
Commissioner Kochin thanked everyone that was able to attend the City Engagement Session reference the Watershed access and Mart Dock proposal. There will be two more events: February 4th at DPW 5:30 p.m. to 7:00 p.m. and February 17th at Muskegon Innovation Hub from 4:00 p.m. to 5:30 p.m.
Commissioner Kilgo mentioned that we don't have a date yet for the Apple Avenue reconstruction final public engagement, when that date comes out he will be sharing it. Wanted constituents to know that your Commissioners are available to talk with you.
Commissioner German received calls from Jackson Hill Village Apartment tenants who had concerns with driveway, street, and mailbox areas not being shoveled. He thanked the City Manager and the apartment complex manager for resolving the issue.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 6:47 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Sale of 1693 Elwood
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to sell the City-owned vacant lot at 1693 Elwood to Jeffrey Vos, Infrastructure C & E.

Detailed Summary & Background:
Jeffrey Vos, Infrastructure C & E, would like to purchase the City-owned buildable lot at 1693 Elwood for $4,275 (75% of the True Cash Value of $5,700) plus half of the closing costs and the fee to register the deed. There will be a single-family home, as well as an ADU constructed on the property. This is part of a larger project involving 1693 Elwood and the adjacent lot, 1687 Elwood.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Focus Area/Action Item Addressed:
Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business - Diverse housing types

Amount Requested: n/a	**Budgeted Item:** Yes [ ] No [ ] N/A [x]
Fund(s) or Account(s):	**Budget Amendment Needed:** Yes [ ] No [ ] N/A [x]

Recommended Motion:
Authorize the Code Coordinator to complete the sale of 1693 Elwood, as described in the attached purchase agreement, and to have the Mayor and Clerk sign both the purchase agreement and the deed.

Approvals:	**Guest(s) Invited / Presenting:**

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made _____, 2025 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Jeffrey Vos, Infrastructure C & E, 8061 Belaire Drive, Jenison, MI, 49428** ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Property").

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) single-family house and (1) accessory dwelling unit. (the "Project").

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be $4,275, which shall be paid in cash or other immediately available funds at Closing (defined below) less the $400 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. ***Construction Dates.*** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. ***Construction Details; Purchase Price Reimbursement.*** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Properties upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1693 Elwood, Developer would be reimbursed $2,565.00, which is 60% of the $4,275.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

4. ***Right of Reversion.*** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family home.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Properties that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no

event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason,

Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered **"AS IS", "WHERE IS"** in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. ***Authority.*** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. ***Litigation.*** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. ***Performance.*** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. ***City Commission Approval.*** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. ***By Developer.*** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. ***By City.*** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. ***Date of Closing.*** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. ***Costs.*** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. ***Deliveries.*** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email: (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid.

The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Jeffrey Vos
Infrastructure C & E
8061 Belaire Drive
Jenison, MI 49428
(616) 304-7111
jeff@thecivilengineer.us

17. **Miscellaneous.**

a. ***Governing Law.*** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. ***Amendment.*** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. ***Binding Effect.*** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. ***Counterparts.*** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. ***Full Execution.*** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. ***Severability.*** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. ***No Reliance.*** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. ***Assignment or Delegation.*** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. ***Venue and Jurisdiction.*** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

CITY OF MUSKEGON

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

DEVELOPER:

Jeffrey Vos
Infrastructure C & E

By: _____
Name: Jeffrey Vos
Dated: 1-20-25

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON CASTENHOLZ SUB DIV OF BLKS 100 101 & 103 TO 120 INCL LOT 19 BLK 109

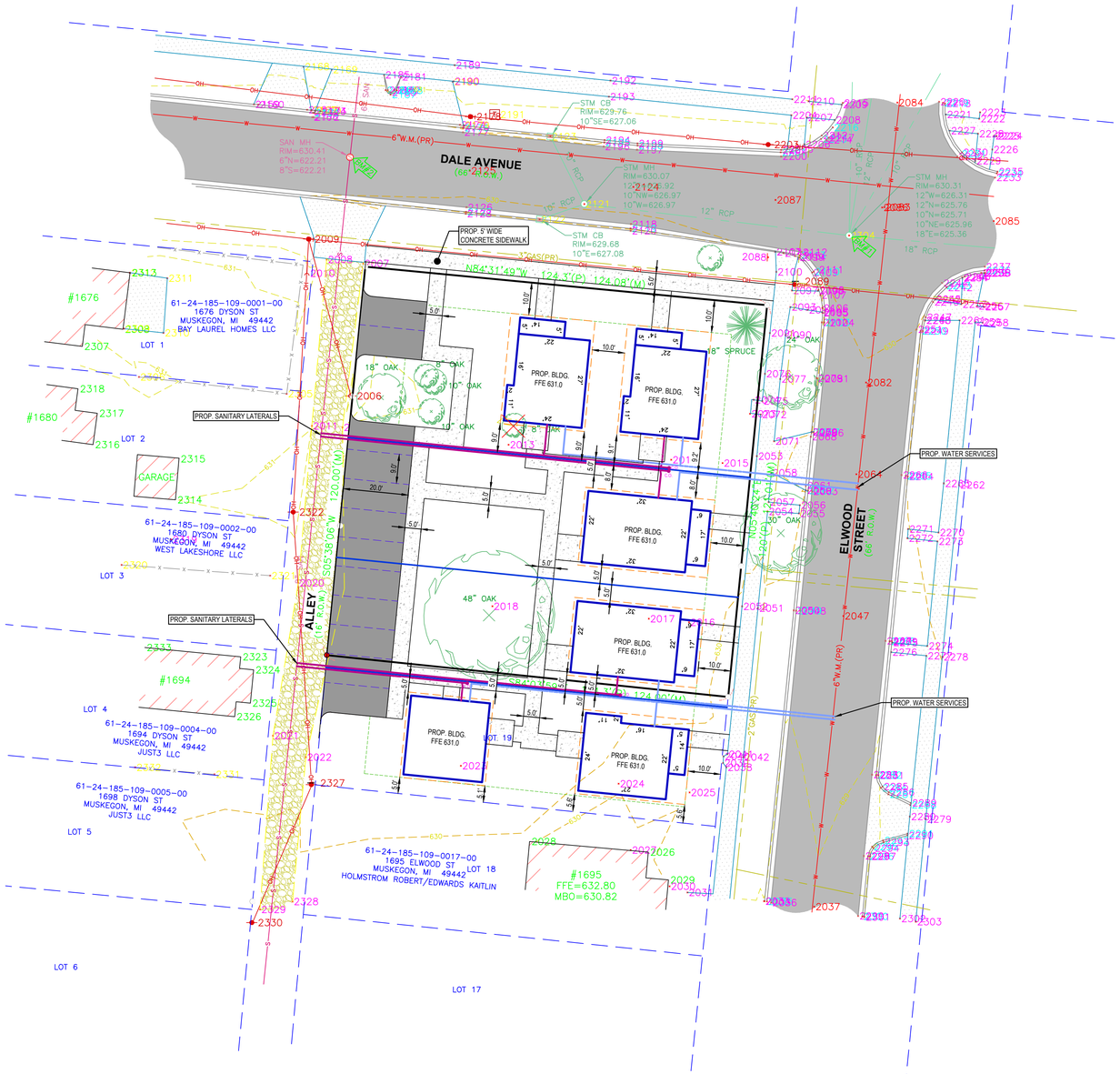
Address: 1693 Elwood

Parcel#: 24-185-109-0019-00

Price: $4,275.00

3 WORKING DAYS
(72 HOURS)
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

PUBLIC UTILITIES OF ALL TYPES HAVE BEEN SHOWN ON THESE PLANS USING THE INFORMATION AVAILABLE, BUT ARE NOT GUARANTEED AS ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT. CONTRACTOR SHALL CONTACT MISS DIG AT 1-800-482-7171 FOR INFORMATION AND NOTIFY UTILITY COMPANIES THREE WORKING DAYS PRIOR TO COMMENCING WORK.





LOCATION MAP - NO SCALE

N

SCALE
HORZ: 1" = 20'

LEGEND

- 622 - EXISTING CONTOUR
- EXISTING TREE
- EXISTING TREE REMOVAL
- W - WATER UTILITY LINE
- T - TELEPHONE UTILITY LINE
- E - ELECTRIC UTILITY LINE
- GAS - GAS UTILITY LINE
- STORM UTILITY LINE
- S - SANITARY UTILITY LINE
- FO - FIBER OPTIC UTILITY LINE
- OH - OVERHEAD UTILITY LINE
- EX GRAVEL DRIVE
- EX CONCRETE
- EX BITUMINOUS
- PROP CONCRETE
- PROP BITUMINOUS

GENERAL NOTES

OWNER: REAL PROPERTY VENTURES, LLC,
646 - 100TH STREET, BYRON CENTER, MICHIGAN 49315
ATT: MICHAEL DUNHAM, CELL: 616-293-0843;
EMAIL: MIKERPVLLC@GMAIL.COM

ENGINEER: JEFFREY L. VOS, P.E, INFRASTRUCTURE C & E, LLC
8061 BELAIRE DRIVE, JENISON, MICHIGAN 49428
OWNER: 616-304-7111; EMAIL: JEFF@THECIVILENGINEER.US

PERMANENT PARCEL: 61-24-185-109-0020-00 & 61-24-185-109-0019-00
(ALSO KNOWN AS 1687 ELWOOD STREET & 1693 ELWOOD STREET)

LEGAL DESCRIPTION: LOTS 19, 20, 21 AND 22 OF PLAT OF CASTENHOLZ SUBDIVISION OF BLOCKS 100, 101 AND 103 TO 120, INCLUSIVE, OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON L.5-P, P.56

EXISTING ZONING: R-3, SINGLE FAMILY HIGH DENSITY RESIDENTIAL
MINIMUM LOT SIZE: 3,000 SQUARE FEET
MINIMUM LOT WIDTH: 30 FEET
REAR SETBACK: 15 FEET
SIDE SETBACK: 5 FEET

AREA OF PARCEL: 19,888 SQ.FT. (0.456 ACRES)
ALLOWABLE NUMBER OF UNITS = (19,888 SQ.FT.) / (3,000 SQ.FT./UNIT)
= 6.63 UNITS (SAY 6 UNITS)

PARKING REQUIRED: 12 SPACES (1 PER BR)
PARKING PROVIDED: 12 SPACES

JEFFREY L VOS ENGINEER No. 34980

INFRASTRUCTURE C&E
8061 BELAIRE DRIVE
JENISON, MI 49428
616-304-7111 jeff@thecivilengineer.us

ELWOOD PLACE
CITY OF MUSKEGON, MICHIGAN

SITE PLAN

Site.dwg

1

JAN 08, 2025

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Amendment to the zoning ordinance, replacing mentions of "single-family residential districts" with "neighborhood residential districts." (SECOND READING)
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
Staff initiated request to amend the zoning ordinance to replace all instances of "single-family residential districts" with "neighborhood residential districts."

Detailed Summary & Background:
With the recent zoning reform amendments now in place, the ordinance must be updated to remove references to single-family residential districts. These references can be replaced with neighborhood residential districts. Please see the enclosed redline version of the proposed amendments.

The Planning Commission unanimously recommended for approval of the proposed amendments.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested: N/A	**Budgeted Item:** Yes | | No | | N/A | X |
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes | | No | | N/A | X |

Recommended Motion:
I move to approve the request to amend the zoning ordinance by replacing all instances of "single-family residential districts" with "neighborhood residential districts" as proposed.

Approvals: Immediate Division Head | X |	**Guest(s) Invited / Presenting:** No

Information Technology		
Other Division Heads		
Communication		
Legal Review		

Master Deed: The document recorded as part of a condominium subdivision to which are attached as exhibits and incorporated by reference the approved bylaws for the condominium subdivision and the condominium subdivision plan and all other documents required by law to be attached or incorporated.

Master Land Use Plan: The statement of policy by the City Planning Commission relative to the agreed upon and officially adopted guidelines for a desirable physical pattern for future community development. The plan consists of a series of maps, charts and written material representing in summary form the soundest concept for community growth to occur in an orderly, attractive, economical and efficient manner creating desirable community living conditions.

Mezzanine: A small extra floor between one floor of a building and the next floor up, or if no floor above then the ceiling next above. The mezzanine shall not occupy more than one-third (1/3) of the floor area of such story below it and at least one wall must be open to the adjacent living space below. In no case shall a mezzanine expand the roofline, such as with a dormer.

Mini Storage (Warehouse) Facilities: A building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or wares which are not used on a daily basis.

Mobile Home: A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term mobile home shall not include pick-up campers, travel trailers, motor homes, modular homes, recreational vehicles, converted buses, tent trailers, or other transportable structures designed for temporary use.

Mobile Home Park: A parcel or tract of land under the control of a person upon which 3 or more mobile homes are located on a continual, nontransient basis and which is offered to the public for that purpose regardless of whether a charge is made therefor, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home.

Modular (Pre-Manufactured) Housing Unit: A dwelling unit constructed solely within a factory, as a single unit, or in various sized modules or components, which are then transported to a site where they are assembled on a permanent foundation to form a dwelling unit, and meeting all codes and regulations applicable to conventional ~~single-family~~ home construction.

Monopole: A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

Motel: A building or group of buildings, whether detached or in connecting units, which shall provide for overnight or resort lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle. The term motel shall include buildings designated as hotels, auto courts, tourist courts, motor courts, motor hotel, and similar appellations which are designed as integrated units of individual rooms under common ownership. A motel shall not be considered or construed to be a multiple family dwelling.

18. Off-Premise Sign: A sign located on a different parcel of land or lot or premise than where the business, product, service, event, or person or subject is being advertised.

19. On-Premise: A sign located on the parcel of land or lot advertising a business, product, service, event, person or subject being offered on said parcel of land or lot.

20. Pennant: A small, often triangular, tapering flag used in multitudes as a device to call attention to a land use or activity.

21. Pole Sign: An advertising structure which is supported by one or more uprights in permanent footings with all parts of the display surface of the sign eight (8) feet or more above the grade at the base of the sign (see Figure 2-8).

22. Portable (Temporary): A sign which is not permanently affixed to a building (wall sign), structure (pole sign) or the ground (monument sign). Portable or temporary signs include without limitation signs supported on wooden posts, mobile chassis, motor vehicle, banners, flags, and pennants.

23. Projecting (Braquet): A sign which is attached directly to and perpendicular with a building wall and extends more than twelve (12) inches from the face of said wall (see Figure 2-8).

24. Residential Entranceway Sign: A permanent structure including but not limited to walls, columns and gates, marking entrances to ~~single-family~~residential subdivisions or multiple housing projects by name, symbol, or otherwise.

25. Real Estate Sign: A sign advertising that the premises on which it is located is for sale, lease, or rent.

26. Roof: A sign which is erected, constructed and maintained upon or above the roof, or parapet wall of a building which is wholly or partially supported by said building (see Figure 2-8).

27. Setback: The minimum linear distance as measured from the road right-of-way line to the nearest part of the sign or advertising structure.

28. Sidewalk Sign: A temporary sign placed on the sidewalk or private property adjacent to the commercial activity it advertises, that is of either an A-frame or T design and may be no larger than 10 square feet in display area.

29. Window: A sign that is applied or attached to the exterior or interior of a window or located in such a manner within a building that it can be seen from the exterior of the structure through a window (see Figure 2-8).

30. Wall: A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign and which does not project more than twelve (12) inches from said building or structure (see Figure 2-8).

Sight Distance: The length of an unobstructed view from a particular access point to the farthest visible point of reference on a street. Used in this ordinance as a reference for unobstructed street visibility.

SECTION 402: [RESERVED]

SECTION 403: PLANNED UNIT DEVELOPMENT OPTION

Planned Unit Developments (PUDs) may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the ~~single family~~Neighborhood ~~r~~Residential district is to allow for flexibility in the design of housing developments, including but not limited to condominium developments and cluster subdivisions, to allow for the preservation of open space; allow for economies in the provision of utilities and public services; allow for limited business options that serve the neighborhood; provide recreational opportunities; and protect important natural features from the adverse impacts of development.

1. Determination: The Planning Commission, in reviewing and approving a proposed PUD may allow lots within the PUD to be reduced in area and width and setbacks below the minimum normally required by this ordinance in return for common open space where it is determined that the benefits of the cluster approach will decrease development costs, increase recreational opportunities, or prevent the loss of natural features. The Planning Commission, in its determination, shall consider the densities permitted in the Zoning Ordinance and, if applicable, the land's capability to bear the higher density.

2. Basic Requirements:

    a. The net residential acreage including improvements and occupied land shall be calculated by taking the total area of the tract and subtracting, in order, the following:

        i. Portions of the parcel(s) shown to be in a floodplain.

        ii. Portions of the parcel(s) which are unsuitable for development in their natural state due to topographical, drainage or subsoil conditions such as, but not limited to; slopes greater than 15%; organic, poorly drained soils, and wetlands.

        iii. Portions of the parcel(s) covered by surface waters.

        iv. Portions of the tract utilized for storm water management facilities.

    b. Undevelopable areas may be used for common open and recreational areas.

    c. No building shall be sited on slopes steeper than 15%, within 100 feet of any ordinary high-water mark, wetland, or on soil classified as being very poorly drained.

3. Density determination: To determine the maximum number of dwelling units permitted on the parcel(s) of land, the net residential acreage shall be divided by the minimum lot size required by the zoning ordinance.

4. Open space requirement: At least 15% of the site shall be set aside as dedicated common open space. At least one third (1/3) of the common open space shall be usable open space. The open space and access to it shall be permanently marked and designed so individuals in the development are not forced to trespass to reach such recreational or common open spaces.

ARTICLE V – MHP MOBILE HOME PARK DISTRICTS

PREAMBLE

The MHP Mobile Home Park Districts are established primarily to provide for higher density single family detached, residential dwelling units, and assist in meeting adopted Master Land Use Plan Residential Goals and Objectives of providing diversified housing types in the City of Muskegon. Also, because mobile home parks are much higher in density than an otherwise typical single-family subdivision, and because they are developed with private street systems, thereby creating an interruption in the continuity of the local public street system, they are otherwise not totally compatible with lower density single family subdivision. In this Ordinance, mobile homes are intended to serve as an alternative housing type to other forms of residential development.

SECTION 500: HEIGHT REGULATIONS

In the Mobile Home Park District, no structure shall exceed a height of twenty-five (25) feet or two (2) stories.

SECTION 501: AREA REGULATIONS

The mobile home park shall be developed with sites averaging 5,500 square feet per mobile home unit. These 5,500 square feet for any one site may be reduced by 20 percent provided that the individual site shall be equal to at least 4,400 square feet. For each square foot of land gained through the reduction of a site below 5,500 square feet, at least an equal amount of land shall be dedicated as open space, but in no case shall the open space and distance requirements be less than that required under R 125.1946, Rule 946 and R 125.1941 and R 125.1944, Rules 941 and 944 of the Michigan Administrative Code.

SECTION 502: SETBACK

All setback requirements of public Act No. 419 of the Public Acts of 1976, as amended shall be adhered to. No building or mobile home shall be located closer than twenty-five (25) feet from any existing or proposed local street right-of-way, nor less than thirty-five (35) feet from any existing or proposed collector street right-of-way.

SECTION 503: LANDSCAPING

The mobile home park site shall, within the mobile home park, provide a masonry wall four feet six inches (4' 6") in height abutting ~~single family~~Neighborhood ~~r~~Residential ~~properties~~ districts and public rights-of-way or a greenbelt in compliance with the following.

1. Quality: Plant and grass materials shall be of acceptable varieties and species, free of pests and diseases, hardy in Muskegon County, and shall conform to standards of the American Association of Nurserymen and inspections required under State Regulations.

   No plant materials used to satisfy some or all planting requirements of the Ordinance shall be comprised of nonliving materials, such as petrochemical plants. No polyethylene film shall be used under nonliving, decorative landscape materials such as stone, wood chips, and gravel in a manner which will cause erosion of the decorative materials.

2. Deciduous trees shall be species having an average mature crown spread of greater than fifteen (15) feet in Muskegon County, and having trunk(s) which can be maintained with over five (5) feet of clear stem,

iv. Creation of standing water, other than in an approved detention or retention pond.

v. Direct discharge into surface water.

b. Elevation Restrictions: Filling a parcel of land with earth or other materials to an elevation above the established grade of adjacent developed land is prohibited without obtaining approval from the City Engineering Department.

3. State and federal approvals: The City shall not approve any land use or issue which requires a state, or federal permit until satisfactory evidence of such has been submitted. Examples of such permits include (but are not limited to) critical dunes, air quality, wetlands, inland lakes dredge and fill, floodplain and activities under the jurisdiction of state soil erosion and sedimentation regulations.

SECTION 2303: PLOT PLAN REQUIRED

A plot plan depicts a subset of the information required by this Ordinance for a site plan. A plot plan is required for changes to lots in ~~single family zones~~Neighborhood Residential districts. Full site plans are required for special uses, planned unit developments, multi-family, commercial and industrial development.

The Building Official shall require that all applications for residential building permits be accompanied by an acceptable plot plan, drawn to scale, showing the following:

1. The actual shape, location, and dimensions of the lot.

2. The shape, size, and location of all buildings or other structures to be erected, altered, or moved, and of any building or other structure already on the lot including sheds, garages, pools, satellite dishes over twenty four inches (24”) in diameter, mechanical equipment service buildings, etc.

3. The existing and intended use of the lot and of all such structures upon it.

4. Such other information concerning the lot or adjoining lots as may be essential for determining whether the requirements of this Ordinance are being met.

5. Adjacent drainageways or creeks.

6. Any easements, existing or vacated.

7. Gas, sewer and water lines serving the property.

8. Overhead electrical wires.

9. Access drives and parking areas.

SECTION 2304: ONE BUILDING TO A LOT

No more than one principal building may be permanently established on a lot or parcel, unless specifically provided for elsewhere in this Ordinance as in the case of a condominium development, site planned use, planned unit development, or multiple family development.

placed around any sign or public street amenity other than trees. No street furniture or fencing may be affixed to any public street amenity.

6. Outdoor amplification shall be prohibited except only to play music in compliance with Code of Ordinances, City of Muskegon, Part II, Chapter 26, Article II, Noise, Division I, Generally, Sec. 2634, (a & b) "Playing of radios, musical instruments, etc."

7. The area devoted to outdoor service shall not encroach upon or extend over any public alley or right-of-way without an encroachment agreement with the City of Muskegon.

8. A site plan shall be submitted which clearly depicts the seating area and location and style of tables and chairs, reflecting ample aisles for pedestrian traffic, and dividers, if needed.

9. The outdoor seating area shall not obstruct visibility of on-coming pedestrians or vehicular traffic, and must adhere to clear visions standards of the Zoning Ordinance.

10. The sale of alcoholic beverages is subject to the rules and regulations of the State of Michigan Liquor Control Commission. An outdoor service permit may be required as part of the site plan approval.

11. All outdoor furnishings shall be completely removed from sidewalk areas December 1 through March 1 of each year.

12. The area devoted to such outdoor dining area shall be maintained in a safe, clean, and sanitary manner.

13. Roof seating shall comply with the building code, and not contain signage.

SECTION 2309: HEIGHT REGULATIONS

Permitted Exceptions: The following structural appurtenances shall be permitted to exceed the height limitation, provided that no portion of said appurtenances shall be used for human occupancy. Any structural exception to the height limitation shall be erected only to such height necessary to accomplish its intended purpose.

1. Ornamental structural appurtenances such as church spires, belfries, cupolas, domes, ornamental towers, flag poles, and monuments.

2. Appurtenances necessary to mechanical or structural functions of a building and structures, such as chimney, smoke stacks, water tanks, wind generators and pumps, elevators, stairwell, ventilators, bulkheads.

3. Structural appurtenances in the ~~Single Family~~Neighborhood Residential district, that serve the occupants of the individual residential use do not exceed seventy-five (75) feet in height as measured from the ground level at the base of the structure.

It is the intent and purpose of this section to establish design review standards and controls over housing development in the City of Muskegon. It is recognized that there are unique design aspects inherent in the community appearance that need to be preserved and enhanced. The adoption of these criteria will guide and ensure that all future growth fits with the unique vernacular of the City of Muskegon's urban setting. A positive community image: enhances economic development opportunity; safeguards property values; curbs blight and deterioration; and enhances public safety and welfare.

All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum living area of five hundred and fifty (550) square feet for a one (1) bedroom dwelling. For each bedroom, an additional 100 square feet shall be provided. This shall be measured from the outside wall of the unit as described on the site plan.

2. If a principal structure is less than 850 square feet and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owner's discretion.

3. All buildings located in ~~single family r~~Neighborhood Residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single-family residential districts if the home has already been altered with prior approval to allow for multiple dwellings. One-family dwellings may not be altered to allow for multiple dwellings, nor may new homes be built for multiple dwellings.

4. Roof drainage in the form of a roof overhang of at least twelve inches (12") shall be provided to direct storm or meltwater way from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

5. The building shall have a minimum width across the front elevation view which is the lesser of:

    a. Twenty-four (24) feet on lots that are at least forty feet wide or

    b. The average width of the homes on the same street, one block in any direction.

6. A structure with a front elevation view of over 40 linear feet shall have a design offset including but not limited to; bay windows, covered porches, or structural offsets from the principal plane of the building.

7. In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the width of the front elevation view.

8. In the event that a dwelling unit is a mobile home as defined herein, it shall be installed with the wheels removed. No dwelling unit shall have any exposed towing mechanism, undercarriage or chassis.

9. The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The

foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.

10. The compatibility of design and appearance shall be determined in the first instance by the Zoning Administrator upon review of the plans submitted for a particular building. The Zoning Administrator's decision may be appealed, to the Zoning Board of Appeals within a period of fifteen (15) days from the receipt of notice to the official's decision.

11. Each building shall have established vegetative ground cover no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

12. Each building shall have a garage or a shed providing a minimum of sixty-four (64) square feet of storage.

All dwelling units within large multiplexes (6 units and above), mixed-use buildings and accessory dwelling units shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size (excluding all basement area) of 375 square feet. For each bedroom, an additional 100 square feet shall be provided. This shall be measured from the outside wall of the unit as described on the site plan.

2. All buildings located in ~~single family r~~Neighborhood Residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single-family residential districts if the home has already been altered with prior approval to allow for multiple dwellings. One-family dwellings may not be altered to allow for multiple dwellings, nor may new homes be built for multiple dwellings.

3. Roof drainage in the form of a roof overhang of at least twelve inches (12") shall be provided to direct storm or meltwater way from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

4. In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the width of the front elevation view.

5. The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.

6. Each building shall have an established vegetative ground cover no less than 12 months after occupancy. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

7. Each building shall have a garage or a shed providing a minimum of sixty-four (64) square feet of storage.

d. For the purpose of the determination of applicable flood insurance risk premium rate, the Zoning Administrator shall:

i. Obtain the elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures, and determine whether or not such structures contain a basement.

ii. Obtain from a Registered Professional Engineer or Architect, certification that the flood-proofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood so that the structure is watertight to the base flood level.

iii. Maintain a record of all such information.

7. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Zoning Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given reasonable opportunity to appeal the interpretation as provided in this Ordinance.

No new construction, substantial improvements or other development (including fill) shall be permitted within the zones A1-30 of the City's Flood Insurance Rate Map (FIRM), unless it is demonstrated to the City Commission and/or Zoning Administrator that the cumulative effect of the proposed development will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City.

SECTION 2324: TEMPORARY BUILDINGS, STRUCTURES AND USES

Temporary uses, buildings and structures, not used for dwelling purposes, may be placed on a lot or parcel and occupied only under the following conditions as authorized by the Zoning Administrator.

1. Only the following temporary uses, buildings or structure are permitted:

a. Fire Damage: A temporary building or structure may be constructed during renovation of a permanent building damaged by fire. The temporary building or structure shall be removed within fifteen (15) days after the repair of fire damage is complete. Permits issued under this section shall be for a one hundred and eighty (180) day duration.

b. New Construction: Temporary buildings and structures incidental to construction work, except those related to construction ~~of single-family dwellings~~in Neighborhood Residential districts, may be placed on the developing tract or parcel during construction. No cooking accommodations shall be maintained. Said temporary buildings shall be removed within fifteen (15) days after construction is complete. The structure shall not be allowed more than twelve (12) months, unless expressly authorized after petition to the Zoning Administrator.

c. Erosion Control: Temporary fencing used for erosion control, silt screening and other conventional types of temporary erosion structures may only be used for the purpose of temporarily controlling the unwanted movement of top soil or sand on a parcel of land. These

c. The owner of property that is required to be landscaped by this Ordinance shall maintain such landscaping in a reasonably healthy condition, free from refuse and debris. All unhealthy and dead material shall be replaced.

7. Screening Between Land Uses:

   a. Upon any improvement for which a site plan is required, screening shall be constructed at least four (4) feet and up to six (6) feet in height may be required along all adjoining boundaries with residentially zoned or used property. A landscape buffer with berming, or landscaping with a fence or a solid wall may be used to meet screening requirements.

   b. Where there is a need to provide a greater noise or dust barrier or to screen more intense development, a solid wall may be required. Such wall shall be constructed on both sides with stone, face brick, poured-in-place simulated face brick, or precast brick panels having simulated face brick.

8. Parking Lot Landscaping: Parking lots exceeding 5,000 square feet (including all parking spaces, lanes, drives and other areas devoted to vehicular use) shall be landscaped with at least one (1) landscape island. For each additional 5,000 square feet (or each additional 20 spaces, whichever is greater) an additional landscape island shall be required. Landscape islands shall be at least 180 square feet in size, with a minimum width of three (3) feet. Landscape islands shall be landscaped with one (1) shade canopy tree and three (3) shrubs for every eight (8) parking spaces. Canopy trees shall be a minimum of twelve (12) feet in height with a minimum caliper of 2 inches at four and one-half (4 ½) feet above the ground.

   The Zoning Administrator may allow the substitution of bump-outs or other landscaping elements in lieu of landscape islands, as long as the square footage, width, and landscaping requirements are still met.

9. Loading Area Screening: All loading areas shall be fenced and screened whenever abutting a residential use or district.

10. Mechanical Equipment Screening: (this subsection does not apply to ~~single family~~ residential ~~uses~~buildings containing six or fewer dwelling units, or to any use in an industrial land use category unless it abuts a residential area.) When located outside of a building, support equipment including air conditioning and heating devices, and water and gas meters, but not including plumbing or exhaust vents or chimneys, are to be screened to the height of the particular piece of equipment, as follows:

    a. Roof-Mounted Equipment: To be screened by architectural features from the view of abutting streets and parcels.

    b. Equipment at Grade: When located on the ground adjacent to a building, mechanical equipment is to be screened by landscaping, a solid wall or fencing from the view of the street or surrounding properties.

11. Outdoor Storage Screening: Outdoor open storage of any equipment, vehicles and materials, including waste and waste receptacles, shall be screened from public right-of-way and residential uses or districts. Such storage shall not be located in the required front setback. Commercial and industrial uses do not have to screen from one another. Front yard fencing over 4 feet in height in commercial and industrial

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the zoning ordinance to replace all instances of "single-family residential districts" with "neighborhood residential districts."

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning ordinance is amended to replace all instances of "single-family residential districts" with "neighborhood residential districts."

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of January 2025, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025. _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on January 28, 2025, the City Commission of the City of Muskegon adopted an ordinance to replace all instances of “single-family residential districts” with “neighborhood residential districts.”

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2025. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Amendment to Article II of the zoning ordinance to create definitions for duplexes and triplexes. (SECOND READING)
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
Staff initiated request to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes.

Detailed Summary & Background:

- Now that duplexes and triplexes are allowed in R districts, we must create definitions for them.
- After discussion, the Planning Commission recommended changes to the definitions.
- The Planning Commission unanimously recommended for approval of the zoning ordinance amendment, which include their updated definitions.
- The proposed definitions are as follows:

Duplex: A building designed for occupancy by two families living independently of each other.

Triplex: A medium-sized structure that's designed for occupancy by three families living independently of each other.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested: N/A	**Budgeted Item:** Yes [ ] No [ ] N/A [X]
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes [ ] No [ ] N/A [X]

Recommended Motion:
I move to approve the request to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes as proposed.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Article II of the zoning ordinance is amended as follows:

Duplex: A building designed for occupancy by two families living independently of each other.

Triplex: A medium-sized structure that's designed for occupancy by three families living independently of each other.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of January 2025, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025. _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on January 28, 2025, the City Commission of the City of Muskegon adopted an ordinance to amend Article II of the zoning ordinance to create definitions for duplexes and triplexes

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2025. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Sale of 254 Meeking.
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to sell the City-owned vacant lot at 254 Meeking to Green Rabbit Home Builders.

Detailed Summary & Background:
Green Rabbit Home Builders would like to purchase the City-owned buildable lots at 254 Meeking for $5,250 (75% of the True Cash Value of $7,000) plus half of the closing costs and the fee to register the deed. They will be constructing a single-family home on the property.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Focus Area/Action Item Addressed:
Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested: n/a	**Budgeted Item:** Yes [ ] No [ ] N/A [x]
Fund(s) or Account(s): n/a	**Budget Amendment Needed:** Yes [ ] No [ ] N/A [x]

Recommended Motion:
To authorize the Code Coordinator to complete the sale of 254 Meeking, as described in the attached purchase agreement, and to have the Mayor and Clerk sign both the purchase agreement and the deed.

Approvals:	**Guest(s) Invited / Presenting:**

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made January 30, 2025 **, 2025** ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and EB2 Development Limited Liability Company d/b/a **Green Rabbit Home Builders**, of 1801 44th St SE, Grand Rapids, MI, 49058 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Property").

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) single-family house. (the "Project").

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Property.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **$5,250.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the **$400** deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for each Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. ***Construction Dates.*** The parties acknowledge and agree that Developer shall have a period of twenty-four (24) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. ***Construction Details; Purchase Price Reimbursement.*** Developer's construction and development of the Project Property shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for each of the Project Property upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Property:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at **254 Meeking**, Developer would be reimbursed **$3,150.00**, which is 60% of the **$5,250.00** purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

4. ***Right of Reversion.*** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in the Project Property ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to the Project Property shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family home.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to the Project Property that is not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Property. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no

written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered **"AS IS", "WHERE IS"** in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. ***Authority.*** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. ***Litigation.*** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. ***Performance.*** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. ***City Commission Approval.*** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. ***By Developer.*** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. ***By City.*** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. ***Date of Closing.*** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. ***Costs.*** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. ***Deliveries.*** At Closing, City shall deliver a quit claim deed for the Project Property and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email: (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid.

The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: EB2 Development Limited Liability Company
d/b/a Green Rabbit Home Builders
Attn.: Bryant Mitchell
1801 44th St SE
Grand Rapids, MI, 49058
Email: Info@greenrabbitbuilders.com

17. **Miscellaneous.**

a. ***Governing Law.*** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. ***Amendment.*** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. ***Binding Effect.*** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. ***Counterparts.*** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. ***Full Execution.*** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. ***Severability.*** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. ***No Reliance.*** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. ***Assignment or Delegation.*** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. ***Venue and Jurisdiction.*** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

CITY OF MUSKEGON

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

DEVELOPER:

EB2 DEVELOPMENT LIMITED LIABILITY COMPANY

By: _____
Name: Bryant Mitchell
Title: Cheif Development Officer
Dated: January 30, 2025

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 681
Address: 254 MEEKING ST, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0681-00
Price: $5,250.00

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Filtration Control System Upgrades
Submitted by: Joshua Parmer, Water Filtration	**Department:** Public Works

Brief Summary:
Staff is requesting to enter into a professional services agreement with Tetra Tech Inc., purchase new hardware, and enter into a 3-year software licensing agreement with Q-Mation for control system upgrades at the Water Filtration Plant.

Detailed Summary & Background:
The Water Filtration Plant uses a computer-based system known as SCADA to monitor and control the drinking water treatment process. The hardware and software that makes up the water plant's SCADA system were last updated in 2018, and updates are now required to replace its aging hardware and out-of-date software, both of which will soon no longer be supported by their manufacturers.

This project will replace all the computing hardware (servers, network switches, terminals) and software (AVEVA and Microsoft Windows) with the most recent versions available, ensuring the reliability and security of the water system by utilizing hardware and software that their respective manufacturers fully support.

Our last control system upgrade in 2018 was completed with the help of Tetra Tech's services. Tetra Tech designed the original plant control system in the early 90s, and we are grateful to able to continue working with the engineers involved with the original design and all subsequent upgrades. Currently, we have a contract with Tetra Tech for as needed services to make minor changes and improvements to our plant control system as well as for troubleshooting and repair. Given the criticality of these systems and the integral nature of how the upgrades and existing system work together, staff solicited a proposal from Tetra Tech for this work and reccomends them via an exception to the purchasing policy.

Q-Mation is the licensed distributor of AVEVA (formerly known as Wonderware), which is our current control system. AVEVA has been our control system from the first integration of a SCADA system for the Filtration Plant and continues to be a reliable system. It is also much cheaper to maintain the current control system than to bring in a new system and have to rebuild the entire system. Q-Mation provided a quote for a 3-year licensing agreement with initial year 1 costing $20,002 and a year-over-year increase of 5% for a total of $63,086 for the 3-years.

Q-Mation 3-Year Costs

Year 1	$20,002
Year 2	$21,012
Year 3	$22,072

Total project cost

Tetra Tech Inc.	$79,000
Q-Mation (AVEVA)	$20,002 Year 1
Hardware/Microsoft	$68,000

Window	
Total	$167,002

This project is included as part of the water plant capital budget.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:
2027 Goal 4: Financial Infrastructure

Amount Requested:
$167,002

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
591-901-801-092034

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
Authorize staff to enter into a professional services agreement with Tetra Tech Inc, to purchase new necessary computer hardware from various suppliers, and to purchase software licensing from Q-Mation for control system upgrades at the Water Filtration Plant for $167,002.

Approvals:

Immediate Division Head	X	
Information Technology	X	
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

TETRA TECH

October 31, 2024

Transmitted Electronically

Mr. Josh Parmer
Muskegon Water Filtration Plant Superintendent
1900 Beach Street
Muskegon, MI 49441

Re: ***Muskegon Water Filtration Plant***
Wonderware Upgrades

Dear Mr. Parmer:

Thank you for the opportunity to submit our professional services proposal to assist the City of Muskegon in upgrading the Water Filtration Plant Wonderware Intouch software and related computing hardware.

BACKGROUND

The current Wonderware HMI system utilizes version 2017 running on ageing computing hardware & operating systems (OS). Both the Wonderware version and operating system is mostly obsoleted and mainstream support by the manufactures is scheduled to end.

This project will replace all the computing hardware and software with the latest versions of Wonderware (2023) and latest Microsoft operating systems that offer greater security and have full support and patch updating from their manufactures.

UPGRADE PLAN

Based on our conversations the City desires to upgrade the existing Wonderware Intouch Human Machine Interface (HMI) software and related computing hardware. Currently the Wonderware HMI system includes a single historian, a single remote-desktop server (RDS) with several thin-client (remote desktop) computers and a single client computer running a stand-alone Intouch application without the use of terminal services. In addition, the current system does not include individual login security, either at the operating system or HMI security level.

It is our understanding that you would like Tetra Tech to assist the City with upgrading the plant Wonderware Intouch HMI software, including the computing hardware. It is our understanding that Tetra Tech will be working closely with Muskegon IT and that Muskegon IT would procure the requisite computing hardware and software for the Tetra Tech designed system.

Tetra Tech
1136 Oak Valley Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.665.2570 www.tetratech.com

Tetra Tech proposes the following approach:

- Tetra Tech to develop/markup existing system architecture diagram to show the new equipment and software.
- Tetra Tech will develop hardware and software specifications that will be procured by the City. This includes redundant virtualized servers, thin-client hardware, and system monitors and required system software and licensing.
- Tetra Tech to provide the number of server VM's and resources needed for each.
- Tetra Tech will investigate and recommend the best Wonderware licensing model to utilize. Recent changes by Wonderware to their software licensing model for individual and bundled products offers new opportunities but also includes pro/cons with potential increases in annual license fees versus a the more traditional lump sum up-front license model with annual support.
- Tetra Tech will convert the existing application to the latest Intouch version and address any scripting and screen change issues.
- Tetra Tech will add individual login security utilizing existing system domain controllers and work with the City to assign user permissions.
    - CISA cyber security requirement.
- Tetra Tech will make a site visit to the WTP to retrieve the computing hardware and take it back to our Ann Arbor computer lab (office).
- Tetra Tech will configure the computing hardware.
- Tetra Tech will install the latest Wonderware Intouch and related software.
- Tetra Tech will provide a pre-deployment site visit to the WFP to fully verify system configuration, setup thin clients in available office space and test system prior to final system deployment.
- Tetra Tech will provide onsite deployment of the new system and follow-up time to address any potential bugs.
- Tetra Tech to provide 100-hours of as needed programming assistance to address City wish list items regarding Wonderware HMI, PLC and Reporting changes.

City Tasks:

- Procure hardware and software based on specifications developed by Tetra Tech.
    - Includes Operating system (OS) and OS licensing.
    - RDS licensing.
    - VMWare with licensing.
    - Potential modified Wonderware licensing.
- City to configure the new WFP Domain controllers and place new servers on domain.

TETRA TECH SCOPE OF WORK

DESIGN

- Develop revised HMI system architecture including a Visio drawing depicting the new system.

- Develop hardware & software specifications for new equipment to be purchased by the City.
- Investigate and recommend changes to the Wonderware licensing model. Explore perpetual versus subscription licensing.

HMI PROGRAMMING

- Convert the existing Wonderware application to the latest version 2023.
- Incorporate Wonderware application individual user login security utilizing the new WFP SCADA domain controllers.
- Provide up to 100-hours of as-needed programming time to address the city's SCADA changes & corrections list item.
    - Wonderware, PLC and Report programming as-needed.

PRE-DEPLOYMENT

- Retrieve the new computing hardware from the City (excluding the domain controllers) and take back to our Ann Arbor computer lab (Office).
- Configure the new virtual machines and server operating systems for the new SCADA configuration.
- Install Wonderware software applications.
- Configure Wonderware Intouch, Wonderware RDS and Historian servers.
- Conduct multi-day onsite visit at the WFP:
    - Configure and setup thin-client computers.
    - Finalize server configuration.
    - Test system functionality.

ONSITE STARTUP

- Officially deploy new system hardware and software onsite at the Muskegon WFP during a multi-day startup.
- Provide one follow-up visit or provide 8 hours of remote support (VPN) time to resolve issues after system commissioning.

ASSUMPTIONS

Tetra Tech assumes the following:

- All Wonderware software licenses provided by City of Muskegon.
- All computer hardware provided by City of Muskegon.
- Mounting/installation of server hardware by City of Muskegon/Tetra Tech.
- Assistance from City of Muskegon IT as needed.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of $79,000.00. The city will be invoiced monthly based on services performed.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions
Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY_____

TITLE_____ **DATE**_____

Muskegon Water Filtration Plant – Wonderware Upgrades Oct. 2024

Tetra Tech of Michigan, PC
Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- Salary Cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump Sum is defined as a fixed price amount for the scope of services described.
- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.
- Subcontracted Services are defined as Project-related services provided by other parties to Consultant.
- Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - $1,000,000 per occurrence for bodily injury, including death and property damage, and $2,000,000 in the aggregate
Automobile Liability –$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - $1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed $50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

PROPOSAL

VALID FOR 90 DAYS

Q-mation, Inc.
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

prepared for

City of Muskegon - MI
1900 Beach St
Muskegon, Michigan 49441
(231) 724-4100 phone

Mick Jones
mick.jones@tetratech.com
734.213.5075 phone

prepared by

Gene Szafranski
GSzafranski@Q-mation.com
617-959-0848 cell

sales@q-mation.com
(877) 900-4996 phone

DATE: 12.11.2024
QUOTE: QUO-60048-C6V4B2 REV: 0
REF: AVEVA Customer FIRST Conversion to Flex

Line #	Description	Qty	Unit Price	TOTAL
	AVEVA Flex Credits - 3-Year Subscription - Standard Support Customer FIRST Conversion to Flex - 1,247 Credits City of Muskegon - Site 9890 - CFA# 25852			
1	**Note** • AVEVA Flex Customer FIRST Conversion for City of Muskegon - CFA# 25852. • This proposal is for a three-year non-cancellable agreement. Contract dates: 2025 – 2028 • See Page 2 for a License List of items being migrated to AVEVA Flex Subscription for 1,247 annual Flex credits. • In addition to the purchase of Base Flex Credit amount of 1,247 Flex Credits, City of Muskegon is able to acquire and deploy new capabilities via additional licensing through the purchase of supplemental Flex Credits as business needs evolve. The cost to City of Muskegon for Flex Credit Top-ups will be at $17.64 per credit for the duration of the 3 Year Contract Term.			
2	**Subscription** Part #: FLEXCR-01-1 AVEVA Flex Credits - 1,247 credits - Standard Support Year 1 Contract term: 1 Year from date of purchase: 2025 -2026	1	$20,002.00	**$20,002.00**
3	**Subscription** Part #: FLEXCR-01-1 AVEVA Flex Credits - 1,247 credits - Standard Support Year 2 Contract term: 2026 -2027	1	$21,012.00	**$21,012.00**
4	**Subscription** Part #: FLEXCR-01-1 AVEVA Flex Credits - 1,247 credits - Standard Support Year 3 Contract term: 2027 -2028	1	$22,072.00	**$22,072.00**

VIEW TERMS ON LAST PAGE OF QUOTE — GRAND TOTAL $63,086.00

PROPOSAL

VALID FOR 90 DAYS

Q-mation, Inc.
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

AVEVA Flex 1,247 Flex Credits for Customer FIRST Conversion of the following Licenses at City of Muskegon – Site 9890 - CFA# 25852

Site	SW Serial #	Part #	Part Description
Site 9890	1893453-1	LGCY-InTch-10-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100000 Tag no I/O
Site 9890	1893454-1	LGCY-InTch-10-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100000 Tag no I/O
Site 9890	1893455-1	LGCY-InTch-10-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100000 Tag no I/O
Site 9890	440268-14	LGCY-DevStd-04-C-231	UpgC, Dev Studio 2023 R2 Unlim Unlim / Unlim / 500
Site 9890	448537-10	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	448539-10	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	448540-11	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	448541-10	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	448542-11	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	448543-10	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	605928-7	LGCY-HstClt-01-C-231	UpgC, Historian Client Desktop 2023 R2 Concurrent, Single User
Site 9890	605929-7	LGCY-HstClt-01-C-231	UpgC, Historian Client Desktop 2023 R2 Concurrent, Single User
Site 9890	608118-7	LGCY-HstClt-01-C-231	UpgC, Historian Client Desktop 2023 R2 Concurrent, Single User
Site 9890	608119-7	LGCY-HstClt-01-C-231	UpgC, Historian Client Desktop 2023 R2 Concurrent, Single User
Site 9890	752316-9	LGCY-InTch-06-C-231	UpgC, InTouch HMI 2023 R2 Wrkst 100K Tag with I/O
Site 9890	976222-4	LGCY-HstStd-02-C-231	UpgC, Historian 2023 R2 Standard, 500 Tag

Credit Memo Information Regarding current Perpetual Customer FIRST # 25852:

If order is received from December 21, 2024 to January 20, 2025, then 5 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $7,398.75 will be supplied as a separate credit memo for January 21, 2025 - June 20, 2025.

If order is received from January 21, 2025 to February 20, 2025, then 4 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $5,919.00 will be supplied as a separate credit memo for February 21, 2025 - June 20, 2025.

If order is received from February 21, 2025 to March 20, 2025, then 3 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $4,439.25 will be supplied as a separate credit memo for March 21, 2025 - June 20, 2025.

If order is received from March 21, 2025 to April 20, then 2 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $2,959.50 will be supplied as a separate credit memo for April 21, 2025 - June 20, 2025.

If order is received from April 21, 2025 to May 20, 2025, then 1 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $1,479.75 will be supplied as a separate credit memo for May 21, 2025 - June 20, 2025.

If order is received on May 21, 2025 and beyond, then 0 months of remaining Customer FIRST, for CFA# 25852 for City of Muskegon - Site ID 9890, in the amount of $0.00 and the credit memo is hereby forfeited.

PROPOSAL

VALID FOR 90 DAYS

Q-mation, Inc.
425 Caredean Drive
Horsham, PA 19044
sales@q-mation.com
(877) 900-4996

remittance address

Q-mation, Inc.
425 Caredean Drive
Horsham, PA 19044

to ensure timely processing of your purchase order, please note the following:

- Shipping terms: FOB Shipping Point
- Standard Payment Terms is NET 30

Please provide tax exemption document if applicable.
Failure to provide documents may require you to report and pay tax direct to your state.

From: Dave Engmark
To: Helpdesk
Subject: CDW-G Quote Confirmation: Quote #PFRX209/P.O. Ref. MS QUOTE REQUEST
Date: Monday, December 9, 2024 5:41:24 PM
Attachments: PFRX209.pdf

External sender <davieng@cdwg.com>
Make sure you trust this sender before taking any actions.

Review and Complete Purchase

Jason Boes,

Thank you for considering CDW-G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Quote #	Quote Date	Quote Reference	Customer #
PFRX209	12/9/2024	MS QUOTE REQUEST	5515496

Order Details

Item	Qty	CDW #	Unit Price	Ext. Price
MS SLD+ WIN SVR STD CORE 2025 16L Mfg. Part#: EP2-24969 Covers 16 Cores on a 2 Processor Server. Min req 8 cores per Proc and 16 cores per server. Allows 2 virtual Servers to run. Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) 8143183	6	8143183	$833.90	$5,003.40
	15	8143166	$28.42	$426.30

	**MS SLD+ WIN SVR CAL 2025 DCAL** Mfg. Part#: EP2-24897 Allows for a device to connect to a Windows Server. Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) 8143166				
	**MS SLD+ WIN RMT DT SVC 2025 UCAL** Mfg. Part#: EP2-25063 Replaced Terminal Server CALs. Allows a device to connect to a Remote Desktop sever. Not Concurrent. Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) 8143188	10	8143188	$123.18	$1,231.80
	**Microsoft SQL Server 2022 Standard - license - 1 license** Mfg. Part#: 228-11680 Requires CALs and licensed per Server Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) 7300857	1	7300857	$701.23	$701.23
	**Microsoft SQL Server 2022 Standard - license - 1 device CAL** Mfg. Part#: 359-07101 Allows for a device to connect to a SQL Server. Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110) 7300858	10	7300858	$163.93	$1,639.30

Subtotal	$9,002.03
Sales Tax	$0.00
Grand Total	**$9,002.03**

Shipping Details

Shipped To:
City Of Muskegon ATTN: Jason Boes
933 Terrace St, Muskegon, MI 49440-1348

Phone: (231) 724-4126

Shipping Method ELECTRONIC DISTRIBUTION

Payment Terms VISA

Sales Contact Info

Dave Engmark | (800) 800-4239 | davieng@cdwg.com

Need Help?

My Account | Support | Call (800) 800-4239

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SPS-QC:001 | SPS 1 | Customer#: 5515496 | SPS34d318ee-424d-462b-b5b6-d5537a43ccf9

WARNING: This email originated outside of the City of Muskegon email system!
DO NOT CLICK links if the sender is unknown.
NEVER provide your User ID or Password.



Water Plant Vmware

Budgetary Proposal # 018344

Prepared for:

City Of Muskegon

Jason Boes
jason.boes@shorelinecity.com

Prepared by:

Sentinel Technologies, Inc

Patrick Elkins
pelkins@sentinel.com

Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Of Muskegon with principal offices at 933 Terrace St Muskegon, MI 49440-1348.

VMWare

Product Description	Qty	Price	Ext. Price
Initial Term: 12 Months **| Requested Start Date**: 04/02/2025 **| Billing Model**: Prepaid **| Renewal Term**: Requote			
Solution Subscriptions - *Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.*			
VMware VSphere v. 8 Standard - Subscription License	64	$54.41	$3,482.24
		Subtotal:	**$3,482.24**

Water Plant Vmware

Prepared by:	Prepared for:	Contract Information:
Sentinel Technologies, Inc	**City Of Muskegon**	**Budgetary Proposal # 018344**
Patrick Elkins pelkins@sentinel.com	933 Terrace St Muskegon, MI 49440-1348 Jason Boes +12317243345 jason.boes@shorelinecity.com	Version: 1 Delivery Date: 01/13/2025 Expiration Date: 02/10/2025

Quote Summary

Description	Amount
VMWare	$3,482.24
Total:	**$3,482.24**

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at https://sentinel.com/Terms-and-Conditions unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

From: Lockmiller, Trace
To: Jason Boes
Cc: Lockmiller, Trace
Subject: Your Dell Quote 3000183393440.1 | Water Plant VM Hosts -2xR650xs | Customer 3923456 | CITY OF MUSKEGON
Date: Monday, November 18, 2024 3:04:28 PM

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 18, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Water Plant VM Hosts -2xR650xs**	Sales Rep	Trace Lockmiller
Quote No.	**3000183393440.1**	Phone	1(800) 456-3355, 6179749
Total	**$33,123.62**	Email	Trace_Lockmiller@Dell.com
Customer #	3923456	**Billing To**	ACCOUNTS PAYABLE CITY OF MUSKEGON 933 TERRACE ST MUSKEGON, MI 49440
Quoted On	Nov. 18, 2024		
Expires by	Dec. 18, 2024		
Contract Name	State of Michigan - 071B6600111		
Contract Code	C000000009850		
Customer Agreement #	071B6600111		
Solution ID	19769727.1		
Deal ID	26989398		

Message from your Sales Rep
Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Trace Lockmiller

Product	Unit Price	Quantity	Subtotal
PowerEdge R650xs	$16,561.81	2	$33,123.62

Subtotal:	$33,123.62
Shipping:	$0.00
Non-Taxable Amount:	$33,123.62
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$33,123.62

Shipping Group Details

Shipping To	Shipping Method
JASON BOES	Standard Delivery

CITY OF MUSKEGON
933 TERRACE ST
MUSKEGON, MI 49440-1348
(231) 724-3345

	Unit Price	Quantity	Subtotal
PowerEdge R650xs Estimated delivery if purchased today: Dec. 06, 2024 Contract # C000000009850 Customer Agreement # 071B6600111	**$16,561.81**	**2**	**$33,123.62**

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R650xs	210-AZKL	-	2	-
8x2.5 Front Storage	379-BEIC	-	2	-
NVMe Backplane	379-BDSX	-	2	-
No Rear Storage	379-BDTE	-	2	-
Trusted Platform Module 2.0 V3	461-AAIG	-	2	-
2.5" Chassis with up to 8 NVMe Drives, RAID Config	321-BGQL	-	2	-
Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	338-CBXJ	-	2	-
Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W) DDR4-3200	338-CBXJ	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
Heatsink for CPU greater than or equal to 185W	412-AAVQ	-	2	-
Heatsink for CPU greater than or equal to 185W	412-AAVQ	-	2	-
Performance Optimized	370-AAIP	-	2	-
3200MT/s RDIMMs	370-AEVR	-	2	-
C34, RAID 5 with NVMe and front PERC	379-BEGF	-	2	-
PERC H755N Front	405-AAZE	-	2	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	2	-
No Hard Drive	400-ABHL	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
No Energy Star	387-BBEY	-	2	-
Very High Performance Fan x7	384-BCTM	-	2	-
Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac)	450-AIQX	-	2	-
Riser Config 1, 1xOCP 3.0(x16)+ 1x16+ 2x8LP	330-BBSX	-	2	-
PowerEdge R650xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGEZ	-	2	-
Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC	540-BCNT	-	2	-

3.0				
Standard Bezel	325-BCHH	-	2	-
Dell EMC Luggage Tag (x8 or x10 chassis)	350-BCEN	-	2	-
No Operating System	611-BBBF	-	2	-
No Media Required	605-BBFN	-	2	-
iDRAC9, Enterprise 15G	385-BBQV	-	2	-
No Quick Sync	350-BCEM	-	2	-
iDRAC,Factory Generated Password	379-BCSF	-	2	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	2	-
iDRAC Group Manager, Disabled	379-BCQY	-	2	-
A11 drop-in/stab-in Combo Rails Without Cable Management Arm (A11)	770-BCJI	-	2	-
No Internal Optical Drive	429-AAIQ	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	2	-
PowerEdge R650xs Shipping	340-CUQU	-	2	-
PowerEdge R650xs x4 or x10 or x8 NVMe Shipping Material	343-BBQW	-	2	-
PowerEdge 1U CCC Marking, No CE Marking	389-DYLZ	-	2	-
Dell/EMC label (BIS) for Chassis	389-DYMB	-	2	-
Dell Hardware Limited Warranty Plus Onsite Service	859-8667	-	2	-
ProSupport 7x24 Technical Support and Assistance 5 Years	859-8693	-	2	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	859-8723	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	8	-
1.6TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 with carrier	400-BKGF	-	6	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	4	-

Subtotal:	**$33,123.62**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$33,123.62**

CONNECT WITH DELL:

BROWSE MORE OPTIONS:

IT Transformation	Laptops	Desktops
Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that

Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



City Of Muskegon Meraki Switching for Water Plant

Budgetary Proposal # 019135

Prepared for:

City Of Muskegon

Jason Boes
jason.boes@shorelinecity.com

Prepared by:

Sentinel Technologies, Inc

Patrick Elkins
pelkins@sentinel.com

Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Of Muskegon with principal offices at 933 Terrace St Muskegon, MI 49440-1348.

Meraki Switches

Product Description	Qty	Price	Ext. Price
C9300L 24-port PoE, 4x10G Uplink, 715wac PS, w/MERAKI	1	$2,165.86	$2,165.86
C9300L 48-port PoE, 4x10G Uplink, 715wac PS, w/MERAKI	1	$3,183.93	$3,183.93
C9300 24x1GE SFP, 715wac PS, w/MERAKI	1	$7,522.88	$7,522.88
		Subtotal:	**$12,872.67**

5 Year Licenses

Product Description	Qty	Price	Ext. Price
Initial Term: 60 Months **| Requested Start Date**: Upon Booking **| Billing Model**: Prepaid **| Renewal Term**: Requote			
Solution Subscriptions - *Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.*			
Cisco Meraki Enterprise - Subscription License - 24 Port - 5 Year	2	$673.79	$1,347.58
Cisco Meraki Enterprise - Subscription License - 48 Port - 5 Year	1	$1,235.48	$1,235.48
		Subtotal:	**$2,583.06**

Hardware Invoicing

☑ Upon Shipment

If over $100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Labor Invoicing

☑ Monthly - Progress Billing

Subscription/License Invoicing

☑ At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- *The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.*
- *For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.*
- *For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.*
- *Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.*
- *Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.*
- *Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.*

Invoicing, General Terms and Assumptions

Sentinel North America Standard

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- **Legal Compliance**: Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- **Employee Health and Safety:** Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- **Employment standards - Sentinel undertakes to comply with the following**:
  - **Minimum age of workers:** Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
  - **Voluntary employment**: Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
  - **Wages and employment benefits**: Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
  - **Working hours:** Sentinel will maintain reasonable employee work hours in compliance with applicable law.
  - **Non-Discrimination:** Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
  - **Freedom of association:** Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including joining or not joining any association.
  - **Fair treatment:** Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- **Environment:** Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- **Ethics:** Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- **Management Systems:** Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.

City Of Muskegon Meraki Switching for Water Plant

Prepared by:	Prepared for:	Contract Information:
Sentinel Technologies, Inc	**City Of Muskegon**	**Budgetary Proposal # 019135**
Patrick Elkins pelkins@sentinel.com	933 Terrace St Muskegon, MI 49440-1348 Jason Boes +12317243345 jason.boes@shorelinecity.com	Version: 1 Delivery Date: 02/04/2025 Expiration Date: 03/04/2025

Quote Summary

Description	Amount
Meraki Switches	$12,872.67
5 Year Licenses	$2,583.06
Total:	**$15,455.73**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Terms and Conditions

By signing below, Customer agrees that the products and services being purchased through this contract are subject to the Sentinel Technologies Terms and Conditions, as applicable, located at https://sentinel.com/Terms-and-Conditions unless expressly provided herein or otherwise addressed in a separate Agreement between the parties.

Invoice Terms

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Muskegon Regatta
Submitted by: Jacqui Erny, Admin	**Department:** DPW- Parks and Recreation

Brief Summary:
The Catamaran Racing Association of Michigan has applied to host the Muskegon Regatta at Pere Marquette on July 18-20, 2025.

Detailed Summary & Background:
The Catamaran Racing Association of Michigan (CRAM) wants to bring the Muskegon Regatta back to Pere Marquette, where it used to be held annually before moving to Fisherman's Landing due to high water levels. CRAM enjoyed the location and hopes to return.

They plan to use the parking lot at Margaret Drake Elliott Park, near the Coast Guard Station, for setup, parking, and camping. Approximately 20-25 catamarans with one or two racers each are expected to sign up. Participants will arrive on Friday, July 18, between noon and 8 PM to set up. The race will start on Saturday, July 19, at 11 AM and end by 4 PM, with boats parked overnight on the beach. Racing on Sunday, July 20, will start at 10:30 AM, with awards at 3 PM. The boats are launched from the beach inside the arms and the racing occurs approximately a mile from shore.

This event coincides with Rebel Road and Bike Time downtown, a time when staff usually focuses on those events, making it difficult to support another event simultaneously. The regatta itself would not require many additional city services. The camping portion of the event could require DPW or Police services which staff is unlikely to be able to provide. Event participants and attendees can utilize local places to stay during the event.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Enhanced Parks and Recreation Department and Services, Events and activities

Goal/Action Item:
2027 Goal 1: Destination Community & Quality of Life

Amount Requested: N/A	**Budgeted Item:** Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes ☐ No ☐ N/A ■

Recommended Motion:
To approve the Catamaran Racing Association of Michigan's application for a Muskegon Regatta event on July 18 through July 20, 2025 without camping.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

From: admin@muskegon-mi.gov
To: Special Events; Mike Vandermolen
Subject: Special Events Application
Date: Monday, December 30, 2024 9:15:28 PM

External sender <admin@muskegon-mi.gov>
Make sure you trust this sender before taking any actions.

Event Name
Catamaran Racing Association of Michigan - Muskegon Regatta
Event Start Date
07/18/2025
How Many Days
3
Today's Date
12/31/2024
Days Away
199
Event Start Time
12:00 pm
Event End Time
04:00 pm
Event Location
Pere Marquette Beach inside the breakwater and the parking lot next to the Coast Guard station
Setup Start Date
07/18/2025
Setup Start Time
12:00 pm
Tear Down Complete by Date
07/20/2025
Tear Down Complete by Time
04:00 pm
Additional Information About Setup or Tear Down
Participants will start arriving Friday afternoon to setup their boats and accommodations. Boats will be left on the beach. Trailers, tents, and RVs will be in or adjacent to the reserved parking lot.
Organization Name

Catamaran Racing Association of Michigan

Type of Organization

Other

Applicant's Name / Responsible Party

James Derck

Address

946 Franklin Ave.
Grand Haven, MI 49417
Map It

Phone

(616) 566-7939

Email

commodore@cramsailing.com

Contact Name & Phone Number During Event

James Derck 616-566-7939

Will there be alcohol sold/served at the event?

No

Will there be cannabis sold at the event?

No

Will there be cannabis consumed at the event?

No

Event Site Details

CRAM formerly held this regatta using the parking lot across the street from the Deck.

Boats will be setup and kept on the beach just south of the Coast Guard station when not racing. Trailers, RVs, and vehicles will be parked in the the parking lot next to the Coast Guard station. Addition cars will be parked along the oval. Tents will be in the grass near the parking lot.

Number of people expected at event?

60

Is this a new/ first-time event?

No

Will there be food concessions at the event?

No

Will there be emergency medical services present?

No

Will there be pyrotechnics/fire features at the event?

No

Will you have your own security present?

No

Number/location of trash cans/bins?

CRAM is use to camping and bring our own trash cans. Trash bags will be placed in the dumpster onsite.

Number/location/size of dumpsters?

There are existing dumpsters in the parking lot.

Number/location of portable toilet facilities provided?

We hoped to use whatever portable toilets that are usually around the area during the summer as well as the facilities in the park.

Will there be a stage assembled on site?

No

How Many Cardboard Trash Bins?

0

Fire Hydrant Use?

0

How Many 55-gallon metal trash cans?

0

How Many Cases of Trash Bags?

0

Are you requesting any other City services or equipment? (use of water, electric, etc.)

No

Are you requesting any STREET CLOSURES

No

Name of Insurance Company/Agent

Chubb / Colleen Cavanaugh ccavanaugh@risk-strategies.com

Publish event to the online city events calendar?

No - Do Not Publish Online

Your Name

James Derck

Signature Acknowledgement

- Check here to acknowledge your signature.

Date

12/30/2024

Special Events Permit Base Fee

$100.00

Credit Card

visa
XXXXXXXXXXXX0645

Order

Product	Qty	Unit Price	Price
Special Event Fee	1	$100.00	$100.00
		Sub Total	**$100.00**
		Total	**$100.00**


Tents
Cars
RVs
Trailers
US Coast Guard Facility Muskegon
Event / No public parking sinage
Beach Street R
Use existing loading zone
Beach Street Rd
Boat beach parking

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Soccer in the Sand
Submitted by: Jacqui Erny, Admin	**Department:** DPW- Parks and Recreation

Brief Summary:
Soccer in the Sand and Inside Out's Volleyball Tournament have both applied to hold their events at Pere Marquette on July 26-27, 2025. Per the event policy, two events cannot occur on the same date at Pere Marquette. Soccer in the Sand is seeking an exception to be made.

Detailed Summary & Background:
Soccer in the Sand is a sand soccer tournament held annually at Pere Marquette since 2018. They have been on the same weekend as Inside Out's Volleyball Tournament since its inception. The natural beach traffic and these events make navigating and parking at Pere Marquette difficult the weekend of these events.

One possible solution was to have one of the tournaments move dates. Unfortunately, neither event was able to do so. Soccer in the Sand has a national tour of events with tournaments on the surrounding weekends. Inside Out works with other volleyball tournaments in the area to create the season's schedule so they cannot move their date. Inside Out has been hosting a tournament on this date longer than Soccer in the Sand, and under the Special Event Policy, the event with the longer tenure on the requested date is given preference.

Soccer in the Sand is working with local vendors to create a bus route for the weekend to help address some of the traffic issues that initiated the policy change. They have been appreciative of the opportunity and are requesting that the commission consider those efforts in hopes of keeping their event date as an exception to the policy.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Enhanced Parks and Recreation Department and Services, Events and activities

Goal/Action Item:
2027 Goal 1: Destination Community & Quality of Life

Amount Requested: N/A	**Budgeted Item:** Yes ☐ No ☐ N/A ■
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes ☐ No ☐ N/A ■

Recommended Motion:
I move to approve the request from Soccer in the Sand to allow two events to be at Pere Marquette on June 26-27, 2025 if transportation from alternative parking areas is provided during the event.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

From: admin@muskegon-mi.gov
To: Special Events; Mike Vandermolen
Subject: Special Events Application
Date: Monday, January 20, 2025 10:37:16 AM

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Event Name
Soccer in the Sand - Muskegon
Event Start Date
07/26/2025
How Many Days
2
Today's Date
01/21/2025
Days Away
186
Event Start Time
09:00 am
Event End Time
04:00 pm
Event Location
Pere Marquette Beach
Setup Start Date
07/25/2025
Setup Start Time
10:00 am
Tear Down Complete by Date
07/27/2025
Tear Down Complete by Time
05:00 pm
Organization Name
Soccer in the Sand

Type of Organization

Parties in the Park

Applicant's Name / Responsible Party

Scott Lemay

Address

3050 Partridge Drive
Wixom, MI 48393
Map It

Phone

(248) 207-9282

Email

Scott@Soccerinthesand.com

Contact Name & Phone Number During Event

Holly Lemay - 248-207-0645

Will there be alcohol sold/served at the event?

No

Will there be cannabis sold at the event?

No

Will there be cannabis consumed at the event?

No

Event Site Details

A two-day small-sided 5v5 beach soccer tournament played in the sand with goalkeepers creating lots of shots and goals! Fun fro the whole family.

Number of people expected at event?

700

Is this a new/ first-time event?

No

Will there be food concessions at the event?

No

Will there be emergency medical services present?

No

Will there be pyrotechnics/fire features at the event?

No

Will you have your own security present?

No

Number/location of trash cans/bins?

10

Number/location/size of dumpsters?

0

Number/location of portable toilet facilities provided?

4

Will there be a stage assembled on site?

No

How Many Cardboard Trash Bins?

0

Fire Hydrant Use?

0

How Many 55-gallon metal trash cans?

6

How Many Cases of Trash Bags?

1

Equipment Acquisition

I request that City staff deliver the above items to the event site (for an additional fee)

Are you requesting any other City services or equipment? (use of water, electric, etc.)

No

Are you requesting any STREET CLOSURES

No

Name of Insurance Company/Agent

Hanasab Insurance Services, Inc.

Publish event to the online city events calendar?

Yes - Publish Online

Event Description for Website

A two-day small-sided 5v5 beach soccer tournament played in the sand with goalkeepers creating lots of shots and goals! Fun for the whole family.

Event website link for online calendar.

https://www.soccerinthesand.com/muskegonbeachsoccer

Your Name

Scott Lemay

Signature Acknowledgement

- Check here to acknowledge your signature.

Date
01/20/2025

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Shaw Walker Project Affordable Housing Agreement
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
As required by the Transformational Brownfield Amendment to Public Act 381, Parkland Properties, The City of Muskegon Brownfield Redevelopment Authority, and the City of Muskegon must agree on an Affordable Housing Agreement passed by all three parties in order for the project to move forward.

Detailed Summary & Background:
In order for developments to qualify for Transformational Brownfield approval by the Michigan Strategic Fund, they must also enter into an Affordable Housing Agreement to reflect that they will meet the statutory requirement for units at or below 100% of the area's median income. The attached agreement reflects that an average of 20 units of the total rental housing onsite must be set aside for neighbors under 100%. Realistically, the number will likely be far higher due to the unit makeup of the facility, with many studios and one bedrooms available at or below $1,000 monthly, but the agreement reflects the statutory required ratio.

The agreement sets standards for reporting incomes of tenants to the City and BRA, and establishes recourse for all entities in the event of a breach. For instance, if it is found that Parkland is in violation of the affordability requirements on designated affordable units, they must remit to the City twice the amount of the overage. The city has authority in the agreement to deposit the funds in the housing fund, and/or remit the overage amount to the impacted tenant.

Goal/Focus Area/Action Item Addressed:

<u>Key Focus Areas:</u>
Diverse housing types
Micro-commercial areas in neighborhoods
Retain youth within the city
Neighborhood commercial center development
Progress toward completion of ongoing economic development projects

<u>Goal/Action Item:</u>
2027 Goal 2: Economic Development Housing and Business

Amount Requested:
NA

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s): NA	**Budget Amendment Needed:**

Yes		No		N/A	X	

Recommended Motion:
Motion to approve the Affordable Housing Agreement between the City of Muskegon, the Muskegon Brownfield Redevelopment Authority, Parkland Properties of Michigan - Shaw Walker, LLC, Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC, as presented and authorize the Mayor and Clerk to sign.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review	X	

Guest(s) Invited / Presenting:

Yes

AFFORDABLE HOUSING AGREEMENT
CITY OF MUSKEGON

THIS AFFORDABLE HOUSING AGREEMENT ("Agreement") is entered into as of February 11, 2025 by and between **CITY OF MUSKEGON** ("City"), a Michigan public body corporate, with an address of 933 Terrace St, Muskegon, MI 49440, the **MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace St, Muskegon, MI 49440, and **PARKLAND PROPERTIES OF MICHIGAN – SHAW WALKER, LLC, SHAW WALKER OPPORTUNITY ZONE BUSINESS 1, LLC, SHAW WALKER OPPORTUNITY ZONE BUSINESS 2, LLC, SHAW WALKER OPPORTUNITY ZONE BUSINESS 3, LLC, AND SHAW WALKER OPPORTUNITY ZONE BUSINESS 4, LLC** (collectively, the "Developer"), all Michigan limited liability companies, with an address of 75 W Walton Avenue, Suite A, Muskegon, MI 49440.

WITNESSETH:

WHEREAS, the City has a vested interest to: (1) promote the health, safety and general welfare of the citizens of the City through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing, (2) stimulate the production of rental housing available to moderate-income individuals or families, and (3) optimize benefits available to moderate-income residents by incentivizing affordable residential housing projects; and

WHEREAS, Developer proposes to develop the Property (defined below) which includes the redevelopment of four (4) parcels located at 965 W. Western Avenue, 920 & 930 Washington Avenue, and 1330 Division Street (collectively, the "Property"), into a mixed-use development with 538 new and 33 renovated residential for-sale and rental housing units, a rooftop pool, jacuzzi and deck; 2-rooftop clubhouses; sport courts; shared work spaces; and 8 large retail units with uses that compliment and provide the best available lifestyle for the community (the "Project"); and

WHEREAS, Developer intends to apply to the Michigan Strategic Fund (MSF) for a transformational brownfield plan (the "Plan") for the Project under the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended ("Act 381"), which the Plan, if approved by the MSF and the City, would afford Developer the opportunity to obtain reimbursement of certain eligible activities funded by the capture of certain eligible tax revenues generated at the Property and to obtain other tax benefits, as described in Act 381, determined to be necessary for the Project to be economically viable; and

WHEREAS, if the MSF, Authority, and the City approve the Plan for the Project, the Project may be eligible to capture up to 100% of state income tax capture revenues generated from the Project, if the Project described within the Plan are subject to a written, binding affordable housing agreement with the City; and

WHEREAS, Developer, in order to make the Project eligible to capture up to 100% of

state income tax capture revenues, is willing to commit to certain affordable housing requirements subject to the terms and conditions set forth in this Agreement; and

WHEREAS, to encourage the successful completion of the Project and promote the development of inclusive mixed-income communities, the City, the Authority, and the Developer are entering into this Agreement to ensure and provide for affordable housing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Authority, and Developer agree as follows:

1. **Definitions.** The following terms used throughout this Agreement shall be defined as follows:

   a. "Income Limit" means the maximum Household Income that may be earned, determined no less than 30 days nor more than 60 days prior to entering into a lease, by a household leasing an Affordable Unit. For the purposes of this Agreement, the relevant income limits at the time of a Lessee's initial lease or lease renewal, are those most recently published by the Michigan State Housing Development Authority (MSHDA) for Muskegon County, Michigan, and are 100% of the area median income (AMI) based on household size. After a Lessee's initial lease, or twelve months, whichever is greater, the Income Limit may be increased by 5% (i.e. 105% AMI) to accommodate reasonable increases in Household Income while avoiding unintended consequences to Lessees and maintaining the spirit of the Agreement.

   b. "Rent Limit" means the maximum amount that may be charged as monthly rent for an Affordable Unit based on the number of bedrooms in the Affordable Unit. The Rent Limit includes the base rent amount, any charges or required fees imposed by Developer that are paid by Lessees, and tenant-paid utilities, if any. The Rent Limit is published by MSHDA on an annual basis. Developer shall not assess unreasonable fees upon Lessees and shall not assess any fees upon Lessees of Affordable Units that are in addition to any fees assessed upon any other tenant.

   c. "Affordable Housing Requirement" means that if Developer obtains approval of the Plan for the Project, Developer shall, during the Affordability Period (as defined below), maintain not less than a rolling annualized average of twenty (20) residential rental dwelling units within the Project leased to households whose Household Income does not exceed the applicable Income Limit and for an amount that does not exceed the applicable Rent Limit. To satisfy the Affordable Housing Requirement, the rolling annualized average of twenty (20) residential rental dwelling units must be leased to households whose Household Income is equal to or less than 100% of AMI, and rented for an amount that does not exceed the Rent Limit for the Affordable Unit. Lessees shall be required to meet the applicable Income Limit at all times in order for the leased unit to qualify as an Affordable Unit.

   d. "Affordability Period" means the specific time periods for which residential rental dwelling units must be maintained as Affordable Units. The Affordability Period for

the Project shall begin in 2028 and shall expire twenty (20) years thereafter, in accordance with the Plan. The Developer anticipates that the residential dwelling components of the Project will begin construction in the spring of 2025 and is estimated to be completed within approximately thirty-six (36) months.

e. "Grace Period" means the 12-month renewal period available for an eligible Lessee whose Household Income has exceeded the 100% AMI Income Limit for an Affordable Unit.

f. "Affordable Units" mean residential rental dwelling units within the Project that satisfy the Affordable Housing Requirement.

g. "AMI" means the area median family income for Muskegon County as most recently published by MSHDA.

h. "Income Checklist" means a checklist that contains information necessary to determine Household Income, along with supporting documentation, provided by or in a form approved by the City.

i. "Tenant Household Self Certification Form" means a form that contains information necessary for tenants to self-certify their Household Income, provided by or in a form approved by the City.

j. "Tenant Income and Rent Report" means a report containing information necessary to document tenant income and rental rates charged, provided by or in a form approved by the City.

k. "Lessee" means any individual(s) that enters into a lease with the Developer for any Affordable Unit in the Project.

l. "Household Income" means all income received or derived from any source required to be listed on the Income Checklist by (1) every individual named as an authorized leaseholder on the lease regardless of their age, and (2) every household member age 18 and older, including those listed as household members on the lease. Household income does not include income received by individuals under 18 years of age unless a Lessee, nor income of a lease guarantor who does not reside in the unit.

2. **Term of Agreement.** This Agreement shall be effective only upon (1) the final approval of the Plan for the Project by the City and MSF, and (2) execution of a development and reimbursement agreement for the Project, and shall expire at the end of the final Affordability Period.

3. **Obligations of Developer.** Developer shall meet the Affordable Housing Requirement, subject to the limitations herein, by constructing or developing, and leasing, Affordable Units subject to the terms and conditions of this Agreement.

4. **Affordable Unit Specifications.** The Affordable Units shall be comparable in overall quality of construction to the typical and similarly-situated comparable market-rate units contained in the Project.

5. **Income Certification**. During the Affordability Period, Developer shall conduct annual income certifications as described herein to ensure the Household Income of the Lessee does not exceed the applicable Income Limit. Income shall be determined according to the Part 5 method and shall include income sources as identified in 24 CFR 5.609. Developer shall obtain a completed Income Checklist, including all supporting documentation (a) no less than 30 days nor more than 60 days prior to the date of entering into a lease for an Affordable Unit, and (b) no less than 30 days nor more than 60 days prior to each fifth anniversary of such date. Developer shall, in the intervening years (i.e. years two, three, four, six, etc.) obtain a completed Tenant Household Self-Certification Form for each Lessee no less than 30 days nor more than 60 days prior to lease renewal. Developer shall retain all documentation collected pursuant to this Section 5 for a minimum of five years after receipt.

6. **Over Income**. An Affordable Unit is "over income" and temporarily out of compliance with the Affordable Housing Requirement when a Lessee experiences an increase in Household Income causing them to surpass the applicable Income Limit. In the event that the Lessee's Household Income is above 100% AMI, the Lessee's unit shall qualify as an Affordable Unit only for the duration of the Grace Period. Rent during the Grace Period will correspond with the applicable Rent Limit. As soon as practicable at the beginning of the Grace Period, the Developer shall provide appropriate notice to the Lessee describing the terms of this Agreement. Upon the expiration of the Grace Period, the unit will no longer qualify as an Affordable Unit and Developer shall rent a comparable next available unit as an Affordable Unit to maintain compliance with the Affordable Housing Requirement.

7. **Marketing of Affordable Units.** Developer will market the Project to both affordable and market rate applicants with the intention of meeting the requirements of this Agreement.

8. **Reporting to City.** Within ninety (90) days after the end of each calendar year of this Agreement, Developer shall provide the City of Muskegon Development Services Department ("Department") a report containing the following information:

   a. The total number of residential rental units for which an unconditional certificate of occupancy has been issued by the City of Muskegon and the total number of Affordable Units in the Project.

   b. The Tenant Income and Rent Report (TIRR) for the previous calendar year for all Affordable Units subject to this Agreement.

   c. The number of Affordable Units that are temporarily over income and out of compliance due to a previously qualified Lessee exceeding the applicable Income

Limit and the plan to comply with the Affordable Housing Requirement.

The Department's Director may either (a) accept the report, or (b) request documentation from Developer to verify some or all of the information in the report, which documentation may include but shall not be limited to income certification documentation and leases. Developer shall provide the requested documentation within thirty (30) days of receiving such request from the City. If the Department's Director determines that the Affordable Housing Requirement has not been met, the Department's Director, on behalf of the City, will provide the Developer with a written determination which shall describe the specific deficiency that resulted in the City's determination. Developer shall have a thirty (30) day cure period commencing after receipt of notice of failure to satisfy the terms of this Agreement. If Developer fails to cure the deficiency within this thirty (30) day cure period, the City may exercise its remedies with respect to a breach of this Agreement pursuant to Section 13.b. Each successive period of thirty (30) days following the initial breach in which Developer fails to cure the deficiency shall constitute an additional breach under this Section 8, and the City may exercise its remedies for each such breach pursuant to Section 13.b. Developer will provide access to the Project and all records that may pertain to this Agreement within thirty (30) days of request by the City, Department or Authority.

9. **Notice and Notification of End of Affordability Period.** At least three (3) years prior to the end of the Affordability Period, Developer shall submit notice to the tenants of the Affordable Units, the Department's Director, and City of Muskegon Economic Development Department indicating the end date of the Affordability Period.

At all times during the Affordability Period, every lease between Developer and a Lessee must contain notification to the Lessee of the benefit derived from this Agreement, the Lessee's obligations, and the terms under which the benefit would no longer be available, including (1) if in the future the Lessee's Household Income exceeds the applicable Income Limit for the Affordable Unit at the time of expiration or renewal of their lease, or (2) the expiration of the Affordability Period.

10. **Obligations of City.** The City shall make commercially reasonable efforts to assist Developer through City permitting, site plan approval, financing applications, and other City processes. Notwithstanding the foregoing obligation, the City's efforts do not guarantee final City approvals or City of Muskegon City Commission approval.

11. **Review of Rents and Utility Allowances.** The Developer will submit to the Department's Director, upon request but not more than once per year, the annual Rent Limits, inclusive of utility allowances based upon the most recently published Region C Utility Schedule and as published by MSHDA, and the Rent Limits including 100% AMI by household size based on the most recently published data.

12. **Casualty Events.** If the Affordable Units cease to be available as the result of fire, damage, or other casualty ("Casualty Event"), Developer shall provide prompt written notice of such Casualty Event to the City and the Authority, and Developer may use the

insurance proceeds that are actually made available to it to restore the Affordable Units that have been damaged as a result of the Casualty Event. Developer shall not be required to spend any money to restore the damaged Affordable Units in an amount over and above the insurance proceeds that are actually made available to such entity for the restoration of the Affordable Units damaged as a result of a Casualty Event. However, if Developer elects to not fully restore all Affordable Units damaged as a result of a Casualty Event, Developer shall, within a commercially reasonable amount of time, rent a number of next available comparable units as Affordable Units to make up for the number of Affordable Units not fully restored to maintain compliance with the Affordable Housing Requirement.

The Affordability Period for the Affordable Units which are the subject of the Casualty Event shall be tolled during the period of time such units do not exist.

13. **Default and Remedies.** Any failure to satisfy the obligations in this Agreement shall be a breach of this Agreement. The City's remedies under this Agreement are as follows:

a. Violation of Agreement With Respect to Affordable Housing Requirement. If Developer markets or charges rent in a manner that is inconsistent with the Affordable Housing Requirement, the City may declare an event of default by providing notice to the Developer. Upon Developer's receipt of such notice, Developer shall have sixty (60) calendar days to cure the default by: (1) marketing or charging rent in a manner that is consistent with this Agreement; and (2) Developer paying liquidated damages in the following amount:

(i) two times the excess of actual rent received by Developer over the Rent Limit that would otherwise apply for each unit not in compliance; plus
(ii) the actual enforcement costs of the City with respect to the Affordable Units that are subject to such damages.

If the City is entitled to pursue its remedies under this Section 13.a, then Developer shall provide the City an accounting of the actual rent received by Developer as referenced in Section 13.a.i above. If Developer fails to do so within thirty (30) days after Developer's receipt of a request for such information, then, with respect to the units that Developer has failed to provide such information only, (i) the City may calculate the damages under Section 13.a using the applicable market rental rate that would apply to each Affordable Unit absent the affordability restriction that Developer has reported to the City pursuant to Section 8 above (in lieu of the actual rent received).

Upon the payment of any such liquidated damages, Developer shall be deemed to be in compliance under this Agreement with respect to each Affordable Unit for the time period to which the liquidated damages that have been paid pertain. If Developer does not pay such liquidated damages within thirty (30) days of being invoiced, the Authority may retain an amount up to and including the amount of liquidated damages invoiced from any and all payments it would otherwise be required to make to Developer pursuant to the Development and Reimbursement Agreement associated

with the Plan.

b. Failure to Satisfy Reporting Obligations to City: If Developer fails to provide the information to the City required under Section 8 above (after the passage of all applicable notice and cure periods), then the City's sole remedy shall be to extend the Affordability Period for an additional three (3) months for each breach of Section 8.

c. Payment into Affordable Housing Fund: Any amounts required to be paid to the City under this Agreement may be utilized by the City for its affordable housing fund, or for any other purpose the City determines, including ensuring that eligible tenants who overpaid the Rent Limit are made whole. Developer is still obligated to pay the City such amounts under this Agreement regardless of whether or not such City fund exists.

14. **No Limitation on Remedy.** Nothing contained in this Agreement shall limit the exercise of any remedy contained in any other agreement or available in law or equity.

15. **Notices.** All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of City, Authority, or Developer, as the case may be, and either mailed by certified or registered mail return receipt requested; or sent by recognized overnight delivery service for next day delivery, and addressed as follows:

To the City/Authority:

Jake Eckholm
Economic Development Director
jake.eckholm@shorelinecity.com
(231) 724-4141
Muskegon City Hall
933 Terrace St,
Muskegon, MI 49440-1397

With Copy to:

City Attorney
Parmenter Law
601 Terrace St.
Muskegon, MI 49440

To Developer:

Jonathan Rooks
75 W. Walton Ave, Suite A
Muskegon, MI 49440
jon@parklandgr.com

With Copy to:

Jared T. Belka
Warner Norcross + Judd LLP
150 Ottawa Ave NW
Grand Rapids, MI 49503

All Notices shall be effective upon receipt. Any party to this Agreement may change its address for the receipt of Notices to an address in the United States or designate additional addresses to whom copies of Notices shall be sent at any time by giving Notice thereof to the others as herein provided.

16. **Third Party Management**. The Parties acknowledge that Developer may choose to enter into a contract with a third-party property management firm ("Property Manager") and that the Property Manager may, as part of its contract with Developer, perform certain services described in this Agreement. Developer acknowledges it remains responsible for all obligations, liable for all defaults and subject to all remedies under this Agreement regardless of the performance of any Property Manager.

17. **Miscellaneous Provisions.**

a. This Agreement may be modified or amended in whole or in part only by mutual written agreement.

b. A failure by any party to give notice or insist on the immediate performance of any right that it has under this Agreement shall not constitute a waiver of that right or any other right under this Agreement.

c. This Agreement shall not be assigned, transferred, or conveyed without the prior written consent of the other parties, which consent will not be unreasonably withheld, conditioned, or delayed.

d. The parties agree that all rights and remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or in any other remedy available at law or in equity.

e. Nothing contained in this Agreement, nor any act of Developer, the Authority, or the City shall be deemed or construed by any of the parties hereto or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship other than that of contracting parties.

f. Notwithstanding any other provisions of this Agreement, any required permitting, licensing, or other regulatory approvals by any governmental authority shall be subject to and undertaken in accordance with the established procedures and

requirements of such governmental authority, as may be applicable, with respect to similar projects and in no event shall the governmental authority by virtue of any provision of this Agreement be obligated to take any actions concerning regulatory approvals.

g. If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

h. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement.

i. This Agreement, and all the documents and agreements described or referred to herein, including, without limitation, any exhibits hereto, constitute the full and complete agreement between the parties hereto with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the parties hereto.

j. The headings used in connection with the Sections and paragraphs of this Agreement are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Agreement.

k. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

The City, the Authority, and the Developer, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

CITY OF MUSKEGON

_____

Ken Johnson, Mayor

_____

Ann Meisch, Clerk

MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

_____

Martha Bottomley, Chairperson

DEVELOPER

_____

Jonathan L. Rooks, on behalf of Developer entities

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 11, 2025	**Title:** Shaw Walker Community Benefit Agreement
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
This is Development Service's first negotiated Community Benefit Agreement, which is a newer strategy in contemporary economic development to negotiate more direct benefit to non-developer stakeholders in exchange for incentives/infrastructure improvements related to projects.

Detailed Summary & Background:
In the negotiated agreement, the City has asked for consideration from Parkland for other community stakeholders in exchange for consideration on needed infrastructure alterations in the public Right of Way that serve the Shaw Walker Development Project.

Specifically, the developer has asked for the city to relocate a water main that currently runs under the project site (including under two buildings), that the city agree to repair damage done to private property in the event an existing sanitary and storm main under the property fail, that the city realign the curbing and pedestrian paths on Western Avenue pursuant to the approved Planned Unit Development, that the City facilitate connection points to public water and sewer infrastructure for the project, and share any potential costs related to relocating Consumers Energy powerlines and poles that are directly adjacent to the Shaw Walker buildings on Western Avenue at a 75% to 25% split with Parkland up to $200,000 by the City, at which point Parkland will cover any excess cost. Staff views these improvements as essential to the redevelopment of the property for the proposed use and in the public interest for life safety, future revenues to public utilities for public service delivery, and improved pedestrian access and safety.

However, this participation represents a significant potential investment of capital into our existing public infrastructure to facilitate the project, and so we have determined and Parkland agreed that there should be commensurate investments in the Muskegon community to exemplify partnership and good corporate citizenship. Specifically, the agreement calls for the developer to formalize a workforce training agreement with Muskegon Public Schools, MCEC, or another affiliate program of MPS to provide workforce development opportunities to MPS students. This is to be executed for a term of not less than 5 years, and must be done prior to the City beginning any of the infrastructure alterations in the CBA, and provided to the city upon request. Further, per the agreement the developer shall pay for one mutually agreed upon public asset improvement in the Nims neighborhood where the project is located. They must work with the Nims Neighborhood Association board to determine this project and it must be done within 2 years of the effective date of the CBA. The developer must also pay for one public asset at Hartshorn Marina Park as represented on the attached Park Master Site Plan. This must be mutually agreed upon by the developer and the city and installed within 2 years of the effective date of the agreement.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Diverse housing types
Improved access to the waterfront
Blight cleanup
Enhanced Parks and Recreation Department and Services
Micro-commercial areas in neighborhoods
Retain youth within the city
Neighborhood commercial center development
Progress toward completion of ongoing economic development projects

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested:
NA (Future costs worked into future city budgets)

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
Water, Sewer, Public Improvement, and potentially Act 51 funds

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
Motion to accept the Community Benefits Agreement between the City of Muskegon and Parkland Properties of Michigan - Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC, and Shaw Walker Opportunity Zone Business 4, LLC, and to authorize the mayor and clerk to sign.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review	X	

Guest(s) Invited / Presenting:

Yes

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (the "Agreement") is made and entered into this 11th day of February, 2025, by and between **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace St., Muskegon, MI 49440, (hereinafter referred to as "City"); and **Parkland Properties of Michigan – Shaw Walker, LLC, Shaw Walker Opportunity Zone Business 1, LLC, Shaw Walker Opportunity Zone Business 2, LLC, Shaw Walker Opportunity Zone Business 3, LLC,** and **Shaw Walker Opportunity Zone Business 4, LLC,** all Michigan limited liability companies, having a mailing address at 75 W. Walton Ave., Ste. A, Muskegon, MI 49440 (hereinafter referred to as "Developer") (collectively City and Developer are referred to herein as the "Parties" or individually as a "Party").

WITNESSETH:

WHEREAS, Developer is undertaking redevelopment of the former Shaw Walker factory property, consisting of four (4) parcels located at 965 W. Western Avenue, 920 & 930 Washington Avenue, and 1330 Division Street, Muskegon, MI 49440 (the "Property"), into a vibrant mixed-use development (the "Project").

WHEREAS, City determined the Project will act as a major economic development catalyst for the region and will have a significant beneficial effect on the surrounding property values within the City, as well as supporting the creation of significant new business and employment opportunities.

WHEREAS, in lieu of providing direct financial support via grant, loan, or income tax capture funding, City desires to support the Project through approval of various forms of indirect consideration to Developer, including, but not limited to, approval of property tax abatements, and approval of other economic considerations, including a commitment to make, substantial improvements in close proximity to the Project and certain development support, including, but not limited to, approval of a Transformation Brownfield Plan ("TBP"), and infrastructure improvements outlined in Exhibit A.

WHEREAS, as an additional benefit to the community, the City and Developer have agreed to enter into this Agreement to further define these commitments, which the Parties agree are of comparable value and pertain directly to the development of the Project.

NOW THEREFORE, in furtherance of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **City Consideration.** The City agrees to perform various items to support the Project, including but not limited to the items outlined in Exhibit A (the "City Commitments").

2. **Developer Commitments.** In consideration of the City Commitments, which Developer acknowledges is of a comparable or in greater of value, the Developer agrees to perform the commitments set forth in Exhibit B (the "Developer Commitments") and in this Agreement for the benefit area immediately surrounding and impacted by the Project.

3. **Community Engagement.** Developer has and will continue to actively engage with the

community for development input throughout the term of development of the Project. City agrees to facilitate at least one (1) meeting annually between the Developer and the community beginning on the first anniversary of this Agreement and for a period of no more than three (3) years following the Effective Date of this Agreement. The purpose of such meetings will be to discuss impacts of the Project on the community in connection with the development of the Project and to coordinate the implementation of the Developer's efforts to reasonably address such impacts.

4. **Compliance Reports.** Developer shall submit to the City annual compliance reports during the Term of this Agreement on or before April 30th that summarize the Developer's progress on and compliance with the commitments set forth on Exhibit B. Upon completion of the Developer Commitments, Developer is not obligated to submit to the City annual compliance reports.

5. **Recordkeeping and Reporting.** Each Party will maintain information pertinent to its activities under this Agreement for at least three (3) years following the Term of this Agreement, unless otherwise terminated early by mutual agreement of the Parties.

6. **Indemnification.** Developer will indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses, including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants, (collectively, "City Claims") that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any failure by the Developer to perform its obligations under this Agreement, except where remedies or enforcement are provided by applicable law, and excluding any City Claims to the extent caused by the gross negligence or willful misconduct of the City or its departments, officers, employees, or agents.

7. **Non-Discrimination.** Developer will, in addressing community impacts as set for in Section 1 herein, or in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected or designated classification by as established by applicable State law.

8. **Breach and Default.** The failure by either Party to comply with its obligations under this Agreement, which is not caused by the other Party's failure to comply with its own obligations under this Agreement, will constitute a material breach of this Agreement.

   A. In the event of Developer's material breach of this Agreement, Developer will be considered to be in default of this Agreement upon Developer's failure to cure such breach within sixty (60) days after written notice of such breach and demand to cure by the City, provided, however, that if the nature of Developer's default is such that more than sixty (60) days is reasonably required for its cure, then Developer will not be deemed to be in default if Developer, with the City's acknowledgement and consent, commences such cure within said period and thereafter diligently pursues

such cure to completion. In the event of Developer's default of this Agreement beyond applicable cure periods, the City may seek specific performance of the terms of this Agreement.

B. In the event of City's material breach of this Agreement, City will be considered to be in default of this Agreement upon City's failure to commence its cure of such breach and thereafter diligently pursue such cure to completion within sixty (60) days after written notice of such breach and demand to cure by Developer, provided, however, that if the nature of City's default is such that more than sixty (60) days is reasonably required for its cure, then City will not be deemed to be in default if City, with Developer's acknowledgement and consent, commences such cure within said period and thereafter diligently pursues such cure to completion. In the event of City's default of this Agreement beyond applicable cure periods, the Developer may seek specific performance of the terms of this Agreement.

9. **Effective Date, Term, and Termination.** This Agreement has no force or effect until the date upon which it has been fully executed by the duly authorized representative(s) of the City, upon approval by the City of Muskegon Commission ("Effective Date"). This Agreement will remain in effect until completion of the Project and completion of the commitments set forth in Exhibit A and Exhibit B unless otherwise mutually terminated early by the Parties.

10. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses until notification of a different address:

To the City	City Manager 933 Terrace St. Muskegon, MI 49440
With Copy to:	City Attorney 601 Terrace St. Muskegon, MI 49440
To the Developer	Jonathan Rooks 75 W. Walton Ave., Suite A Muskegon, MI 49440
With Copy to:	David Charron 5500 Northland NE, Ste. H Grand Rapids, MI 49525 Jared T. Belka Warner Norcross + Judd LLP 150 Ottawa Ave NW Grand Rapids, MI 49503

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written Agreement(s) relating to this

subject matter entered into by the Parties before the date of this Agreement.

12. **Independent Parties.** Each Party acknowledges that the City and Developer are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.

13. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The signature page from one or more counterparts may be detached and reattached to any other executed counterparts of this Agreement. The Parties also agree that facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this Agreement.

14. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan. Any legal suit or action or proceeding arising out of this Agreement will be instituted in a court in Muskegon County or the Western District Federal Court. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15. **Assignability**. The Parties may not delegate or assign this Agreement, or any portion thereof, either voluntarily or involuntarily, or by operation of law. In the event that Developer sells, assigns or transfers (whether by operation of law, foreclosure or otherwise) the Project to a non-Affiliate (exception to condominium sales of the for-sale units), Developer's successor shall be bound by all of the obligations herein that accrue on and after the date of such sale, assignment, or transfer, provided that Developer shall remain solely responsible for any breach of this Agreement that occurs prior to the date of such sale, assignment, or transfer. "Affiliate" means any entity that controls, is controlled by or under common control with Developer.

16. **Force Majure.** In the event of a delay in the Developer's performance of its obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, or severe weather, the time for performance of such obligation shall be extended for the period of the such delays; provided that Developer must within thirty (30) days after the beginning of such delay, have first notified City in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such force majeure event, the determination City, in its sole determination, will control.

17. **Authority of City; Amendment.** Notwithstanding anything in this Agreement or otherwise to the contrary, the City is not authorized or obligated to perform any of its obligations pursuant to this Agreement until this Agreement has been fully executed by the duly authorized representative(s) of the City and has been approved by the Muskegon City Commission. This Agreement shall not be amended, altered, or terminated except by a writing executed by the Parties. Any amendments or modifications must likewise be duly signed and be approved by the Muskegon City Commission.

18. **Waiver.** The waiver by either Party of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of any provision of this Agreement.

19. **Pronouns.** The pronouns and relative words herein used are written in the singular only. If more than one party join in the execution hereof, such pronouns and words shall be read as if written in plural.

20. **Effect.** The covenants herein shall bind the heirs, successors, assignees, administrators and executors of the respective parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

CITY:

CITY OF MUSKEGON

_____

By: Kenneth Johnson
Its: Mayor

_____

By: Ann Meisch
Its: Clerk

DEVELOPER:

_____

By: Jonathan L. Rooks
Its: Authorized Agent on behalf of Developer entities

EXHIBIT A

CITY COMMITMENTS

1. City shall, at its expense within six (6) months of the date of this Agreement, abandon the 12" watermain owned by City ("City Main") from the existing locations on Developer's Property, as shown in Exhibit C. In the alternative, if City is required to relocate the City Main in accordance with the commitment outlined in paragraph 3 below, Developer agrees to allow the City to perform this abandonment and relocation work at the earlier of: eighteen (18) months from the execution of this Agreement; or within a reasonable period following the failure of the City Main.

2. City shall, at its expense, maintain the existing storm and sanitary sewer lines (collectively, the "City Sewer Lines") that are owned by City and located on Developer's Property, as shown in Exhibit C. City shall have the right to access the Property in coordination with the Developer to repair and maintain the City Sewer Lines. City agrees to restore Developer's Property to a comparable condition for any impact caused as a result of City's repair and maintenance of the City Sewer Lines. In the event the City elects to relocate the City Sewer Lines to an area within the City's right-of-way, Developer agrees to allow the City to abandon the City Sewer Lines in lieu of removing them from Developer's Property, and City's right to access Developer's Property to repair, maintain, and restore the City Sewer Lines shall terminate.

3. City shall, at its expense, provide the Project connection points to the City's watermain, storm water, and sewer from the City's existing infrastructure to the planned points of connection (i.e. property line) with the existing buildings and proposed new construction townhomes identified in the approved Planned Unit Development (PUD).

4. Unless otherwise agreed to by the parties, within eighteen (18) months of the date of this Agreement, City shall, at its expense, perform a roadway realignment of Western Avenue consistent with the approved PUD design, attached as Exhibit D; provided, however, City and Developer may first modify the PUD, as necessary, to increase the distance of the sidewalk locations from the existing buildings and proposed new construction buildings identified in the PUD.

5. City agrees to cooperatively pursue relocation of the existing powerlines immediately adjacent to the existing building along W. Western, which currently impact the ability of the City to serve the Project with proper life safety, and thereby jeopardizing the health, welfare and safety of the residents and general public. City and Developer agree to work with the third-party electrical provider to cover or offset the cost of this relocation. In the event Developer is required contribute to the cost of this relocation, City agrees to share in the cost of this relocation with Developer up to the lesser of 75% of the relocation cost or $200,000. If the third-party electrical provider agrees to cover the cost of this relocation, neither the City or Developer shall be required to provide any contribution.

EXHIBIT B

DEVELOPER COMMITMENTS

1. Developer shall formalize an agreement ("Workforce Training Agreement") with Muskegon Public Schools ("MPS"), Muskegon Community Education Center ("MCEC"), or other comparable program operated by MPS, to provide workforce training development opportunities in the hospitality industry to program participants and MPS general education students for a period of no fewer than five (5) years. Developer shall provide a copy of the Workforce Training Agreement to the City upon request. The Workforce Training Agreement shall be executed prior to the commencement of any City improvements outlined in Exhibit A of this Agreement.

2. Developer shall pay for one (1) capital or public asset improvement at the Hartshorn Marina Park within two (2) years of the Effective Date of this Agreement. This capital asset shall offer an enhancement to the Park designed to meaningfully improve the quality of life for City residents and visitors. It may include, but is not limited to, the installation of playground equipment or any other asset outlined in the Parks Master Plan for the Hartshorn Marina Park that meaningfully improves the quality of life for City residents and visitors, as mutually agreed upon by Developer and City. Following Developer's installation, City agrees to accept sole ownership, ongoing maintenance, and liability of the capital or public asset improvement.

3. Developer shall pay for one (1) capital or public asset improvement, as mutually agreed upon by the Nims Neighborhood Association Board ("Nims Association") and Developer, within two (2) years of the Effective Date of this Agreement. This capital asset may include, but is not limited to, playground equipment at Nims Neighborhood Park, improvements to the City Right of Way in the Nims Neighborhood, or any other asset that meaningfully improves the quality of life for Nims Neighborhood residents and visitors, as mutually agreed upon by Developer and Nims Association. Following Developer's installation, the Parties agree either the Nims Association or City will take sole ownership, ongoing maintenance, and liability of the capital or public asset improvement.

4. Developer agrees to cooperatively pursue relocation of the existing powerlines immediately adjacent to the existing building along W. Western, which currently impact the ability of the City to serve the Project with proper life safety, and thereby jeopardizing the health, welfare and safety of the residents and general public. City and Developer agree to work with the third-party electrical provider to cover or offset the cost of this relocation. In the event Developer is required contribute to the cost of this relocation, Developer agrees to cover the balance of the amount identified in Exhibit A and any remaining amounts not otherwise covered, offset, or imposed on the Developer. If the third-party electrical provider agrees to cover the cost of this relocation, neither the City or Developer shall be required to provide any contribution.

EXHIBIT C

UTILITY MAP

PHASE 1 - 350 APARTMENTS & 1 RETAIL & 1 RESTAURANT

350 APARTMENTS @ 1 SPACE PER APT.	= 350 SPACES REQ.
* PLUS 10% EXTRA FOR GUESTS	= 35 SPACES REQ.
4,253 SQFT RETAIL @ 3 SPACES PER 1,000 SQFT	= 13 SPACES REQ.
124 PERSON REST. @ 1 SPACE PER 2 PERSONS	= 62 SPACES REQ.
PHASE 1	= 470 SPACES REQUIRED

457 SPACES SHOWN W/ 11 BARRIER FREE SPACES

PHASE 2 - 100 APARTMENTS & 70 CONDOS & 35 TOWNHOUSE UNITS

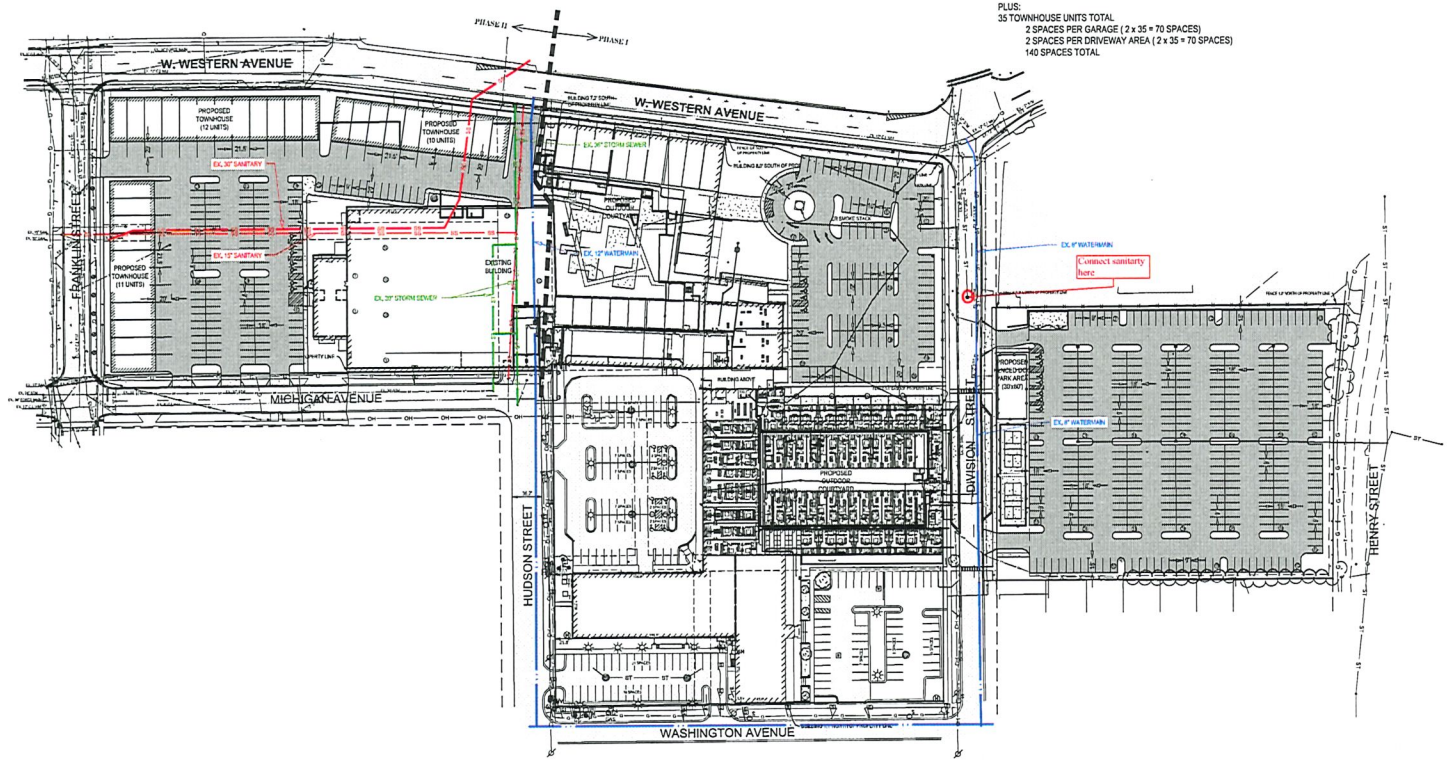
100 APARTMENTS @ 1 SPACE PER APT.	= 100 SPACES REQ.
70 CONDOS @ 2 SPACES PER CONDO	= 140 SPACES REQ.
* PLUS 10% EXTRA FOR GUESTS	= 24 SPACES REQ.
PHASE 2	= 264 SPACES REQUIRED

133 SPACES SHOWN W/ 7 BARRIER FREE SPACES (OPEN AIR)
112 SPACES SHOWN (COVERED)
246 TOTAL SPACES SHOWN

PLUS:
35 TOWNHOUSE UNITS TOTAL
2 SPACES PER GARAGE (2 x 35 = 70 SPACES)
2 SPACES PER DRIVEWAY AREA (2 x 35 = 70 SPACES)
140 SPACES TOTAL

N

0' 30' 60' 120'
SCALE 1" = 60'



Project Manager	RYAN T. YSSELDYKE, P.E.
Drawn by	STEVEN A. MORRIS
HEI Project Number	23-11-013

SHAW WALKER

902 WASHINGTON AVE
MUSKEGON, MICHIGAN

PT. OF THE NE 1/4 , SECT 25, T10N, R17W
CITY OF MUSKEGON, MUSKEGON CO., MI.

The Surveyor's / Engineer's liability for any and all claims, including but not limited to those arising out of the Surveyor's / Engineer's professional services, negligence, gross misconduct, warranties or misrepresentations shall be deemed limited to an amount no greater than the service fee.

HOLLAND ENGINEERING
220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

Parkland Properties
75 W Walton Ave., Suite A,
Muskegon, MI 49440
231-722-7001
https://parklandmi.com/

37 OTTAWA NW
SUITE 700
GRAND RAPIDS, MI 49503-2900 USA
TEL +1.616.771.0900
www.ghafari.com

CONSULTANT INFORMATION

REGISTRATION SEAL

REV	DATE	DOC REL ## - DESCRIPTION
	02/09/24	DOC REL 03 - PRICING
	01/22/24	DOC REL 02 - DD

PROJECT #	2300029
PROJECT MANAGER	M. VANWIEREN
DESIGNED BY	Designer
DRAWN BY	Author
QUALCHECK	Checker

SHEET TITLE

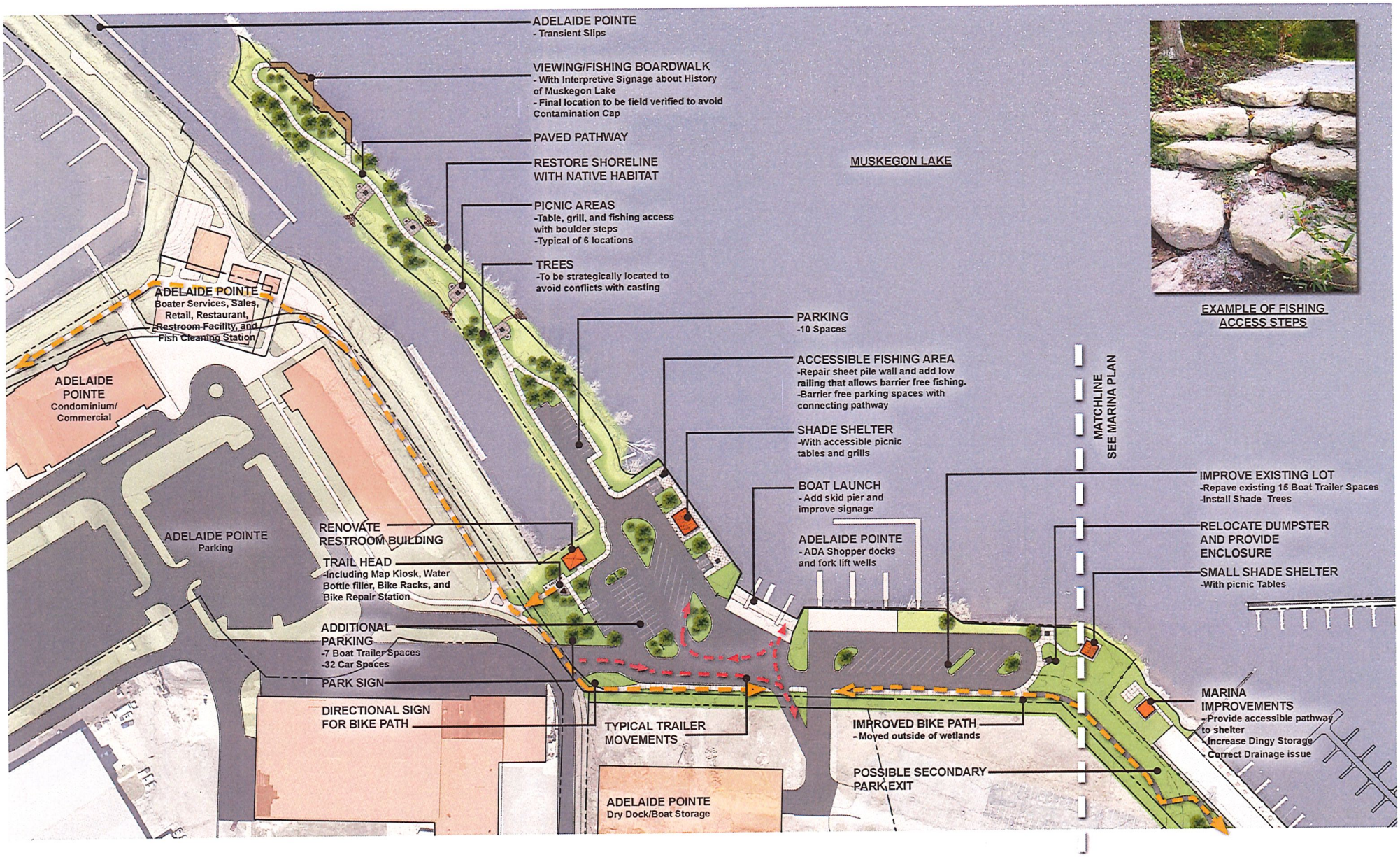
OVERALL SITE LAYOUT PLAN

C-100
SHEET NUMBER

GHAFARI ASSOCIATES © 2023

EXHIBIT D

WESTERN AVENUE REALIGNMENT



EXAMPLE OF FISHING ACCESS STEPS

MUSKEGON

HARTSHORN PARK REVISED CONCEPT PLAN
CONCEPTUAL PARK PLANNING
CITY OF MUSKEGON, MICHIGAN

NORTH

0' 50' 100' 200'

SCALE IN FEET: 1" = 50'

DATE
12.17.2024
PROJECT NO.
2220

MCSA GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS - MICHIGAN