

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 26, 2020 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440
REMOTE MEETING**

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Polling Place Change** City Clerk
 - C. 2020-2021 MML Membership Dues** City Clerk
 - D. LGBTQIA Pride Month Resolution** City Clerk
 - E. Parking Enforcement Ordinance – 2nd Reading** Public Safety
 - F. Ordinance Amendment – Marina and Launch Ramp Parking** Public Safety
 - G. Setting Harbor West LLC Brownfield Public Hearing** Economic Development
- ☐ **PUBLIC HEARINGS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. Lease – 292 W. Western** City Manager
 - B. Expanded Use of Public Property During COVID-19 Emergency** City Clerk
 - C. Purchase Agreement – 1188 4th Street** City Manager
- ☐ **ANY OTHER BUSINESS:**

☐ **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 and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the May 11, 2020 Worksession and May 12, 2020 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, May 11, 2020
5:30 p.m.
REMOTE MEETING VIA ZOOM

MINUTES

2020-26

Present: Mayor Stephen Gawron, Vice Mayor Hood, and Commissioners Emory, Johnson, Rinsema-Sybenga, German, and Ramsey.

Tax Incentive Policy and Guidelines

The Tax Incentive Committee has created a policy document for Commission approval that reflects the findings and recommendations in the previously reviewed committee report.

In an effort to standardize and control the rate and term of tax abatements granted in the City of Muskegon, the Tax Incentive Committee (comprised of staff from Economic Development, Planning, and Finance) has created a policy to guide our recommendations to the City Commission when tax abatements are requested. This system incentivizes companies that reflect community goals and values, while keeping Muskegon competitive in the region for attraction and expansion of business base.

This item will be considered by the City Commission at the May 12, 2020 meeting.

Parking Enforcement Ordinance

Staff is seeking approval to amend the current parking ordinances 92-71 and 92-73; Chapter 92, Article V of the Code of Ordinances of the City of Muskegon to include parking restrictions and enforcements for public beach parking. In addition, abandoned vehicle language (L05) was added to restrict vehicles parked longer than 48 hours on city streets.

This item will be considered by the City Commission at the May 12, 2020 meeting.

Temporary Modification to MERS Benefit Provisions

The City Finance department is requesting a Temporary Modification to the MERS Benefit Provisions for the Defined Benefit employees. This provision would temporarily lower the number of hours an employee would have to work during the month to earn service credit to accommodate those employees taking part in the Work Share furlough.

Currently employees need to work 150 hours per month to receive service credit for their defined benefit pension. This modification would allow an employee to work 126 hours and still receive service credit for the month. Additionally, this would allow for hazard pay and essential duty pay to be pensionable. The temporary provision would be in effect from March 1, 2020 to December 31, 2020.

This item will be considered by the City Commission at the May 12, 2020 meeting.

4th of July Fireworks

There was discussion regarding the feasibility of having a city sponsored fireworks display, what that might look like, and whether or not the city should move forward with an event.

The Work Session meeting adjourned at 7:03 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 12, 2020 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440
REMOTE MEETING**

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 12, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Teresa Emory, and Michael Ramsey, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2020-27 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the April 28, 2020 Regular City Commission meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. Health and Dental Care Renewal Finance

SUMMARY OF REQUEST: To approve the renewal of Priority Health as the City's fully insured health care provider and the Third Party Administrator for City's self-funded health care plan. And to renew Delta Dental as the City's dental insurance provider.

The City's health care coverage renews effective June 1, 2020 for the period June 1, 2020 to May 31, 2021. This year's Priority Health renewal premium came in with no increase over last year. Last year our increase was 0.03% and the year before it was 7.64%. The employees copay will remain at 14%. Our employer contribution will remain below the "hard cap limits" set by PA 152.

For 2020-21 the City will continue to pay the HRA deductible if the employee

and spouse complete the wellness requirements by March 31st. Non-participants in the wellness program will be required to pay the \$1,000 for single coverage or \$2,000 per double or family coverage of the deductible.

Our Delta Dental rates will remain the same of FY 2020-21 and FY 2021-22. The annual fee is \$206,292.

The hard cap limits calculation and the outline of our renewal rates is attached.

AMOUNT REQUEST: \$2,681,625 AMOUNT BUDGETED: \$2,681,625

STAFF RECOMMENDATION: To approve the renewal of Priority Health as the City's fully insured health care provider and Third Party Administrator for the self-funded health care for 2020-21.

D. ACT 51 Map Changes – Amendment Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve an amended letter for the addition of streets on the MDOT ACT 51 Map.

Staff received feedback from the State of Michigan in regards to the MDOT ACT 51 resolutions that we sent them in April 2020. They have requested that we add the centerline description to the two (2) streets that we are adding to the map.

Attached is a new letter listing the centerline description of Terrace Marina Drive and Murphy Street, as well as a map/image showing the road that is being added to the ACT 51 map.

Staff is asking for approval of the added verbiage and will need a signed Street Add Certification form to submit to MDOT in order to complete changes.

STAFF RECOMMENDATION: Approve centerline descriptions and sign Street Add Certification to submit to MDOT, so changes can be completed.

E. Tax Incentive Policy and Guidelines Economic Development

SUMMARY OF REQUEST: The Tax Incentive Committee has created a policy document for Commission approval that reflects the findings and recommendations in the previously reviewed committee report.

In an effort to standardize and control the rate and term of tax abatements granted in the City of Muskegon, the Tax Incentive Committee (comprised of staff from Economic Development, Planning, and Finance) has created the attached policy to guide our recommendations to the City Commission when tax abatements are requested. This system incentive companies that reflect community goals and values, while keeping Muskegon competitive in the region for attraction and expansion of business base.

STAFF RECOMMENDATION: To approve the Tax Incentive Policy and Guidelines as presented.

G. Temporary Modification to MERS Benefit Provisions

Finance

SUMMARY OF REQUEST: The City Finance department is requesting a Temporary Modification to the MERS Benefit Provisions for the Defined Benefit employees. This provision would temporarily lower the number of hours an employee would have to work during the month to earn service credit to accommodate those employees taking part in the Work Share furloughs.

Currently employees need to work 150 hours per month to receive service credit for their defined benefit pension. This modification would allow an employee to work 126 hours and still receive service credit for the month. Additionally, this would allow for hazard pay and essential duty pay to be pensionable. The temporary provision would be in effect from March 1, 2020 to December 31, 2020.

STAFF RECOMMENDATION: To approve the Temporary Modifications to Benefit Provision as presented.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to approve the consent agenda as presented, except item B and F.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

2020-28 ITEMS REMOVED FROM CONSENT AGENDA:

B. 2020 Annual Action Plan Budget
Services

Community & Neighborhood

SUMMARY OF REQUEST: Please review and approve the 2020 Annual Action Plan Budget for CDBG/HOME HUD allocations.

2020 Budget Spreadsheet for CDBG/HOME Allocations is provided for review. Approval of CNS 2020 Budget CDBG/HOME funding and publication for Release of Funds and Environmental Review process.

AMOUNT REQUESTED: N/A AMOUNT BUDGETED: CDBG: \$994,836
HOME: \$343,421

FUND OR ACCOUNT: HUD 2020 Allocation

STAFF RECOMMENDATION: To approve the 2020 Budget for CDBG/HOME Allocation for CNS and direct staff to publish for Release of Funds and Environmental Review.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the 2020 Budget for CDBG/HOME Allocation for CNS and direct staff to publish for Release of Funds and Environmental Review.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

F. Parking Enforcement Ordinance Public Safety

SUMMARY OF REQUEST: Amending current parking ordinances 92-71 and 92-73; Chapter 92, Article V of the Code of Ordinances of the City of Muskegon to include parking restrictions and enforcements for public beach parking.

In addition, abandoned vehicle language (L05) was added to restrict vehicles parked longer than 48 hours on city streets.

STAFF RECOMMENDATION: To approve the amendments to Parking Ordinances 92-72 and 92-73.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve amendments to Parking Ordinance 92-71 and 92-73.

ROLL VOTE: Ayes: Ramsey, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: German

MOTION PASSES

SECOND READING REQUIRED

2020-29 PUBLIC HEARINGS:

A. Public Hearing for 2020 Annual Action Plan Community and Neighborhood Services

SUMMARY OF REQUEST: Hearing for the City of Muskegon's 2020 Annual Action Plan. To accept comments about the 2020 Annual Action Plan.

STAFF RECOMMENDATION: To allow for public comments regarding the City of Muskegon's 2020 Annual Action Plan.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to close the public hearing.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

Commissioner Johnson asked if we could offer more options on how public comments can be submitted.

PUBLIC COMMENT: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:16 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Polling Place Change
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Staff is requesting City Commission approval to move the polling location for Precinct 10 from the Lakeshore Fitness Center, 900 W. Western, to the Muskegon Farmer's Market, 242 W. Western.	
Detailed Summary: The Lakeshore Fitness Center has closed and the building is no longer available to be used as a polling place. All affected voters will be sent a letter to notify them of the change as well as a new Voter ID Card. Signs will be placed at the Lakeshore Fitness Center to redirect voters to the new polling place for the next several elections.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the resolution to change the polling locations for precinct 10 from the Lakeshore Fitness Center to Muskegon Farmer's Market.	
For City Clerk Use Only: Commission Action:	

City of Muskegon
RESOLUTION

WHEREAS; The City Council is responsible for determining the location of polling places in the jurisdiction; and

WHEREAS; The City Clerk is responsible for conducting elections in the City of Muskegon; and

WHEREAS; The City Clerk has been notified that there the Lakeshore Fitness Center at 900 W. Western has closed and is no longer available to be utilized as a polling place; and

WHEREAS; The City Clerk has researched the availability of buildings that could serve as polling places; and

WHEREAS; The City Clerk has concluded that Precinct 10 polling place should be changed to Muskegon Farmers Market at 242 W. Western; and

NOW THEREFORE BE IT RESOLVED, The polling location for Precinct 10 shall be at Muskegon Farmers Market, 242 W. Western.

Signed the _____ day of May 2020.

Stephen J. Gawron, Mayor



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: 2020-2021 MML Membership Dues
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: Approval to pay the 2020-2021 MML dues in the amount of \$10,399.00. This is an increase of \$193.	
Detailed Summary: Financial Impact: MML Dues: \$9,454.00 Legal Defense Fund: \$945.00 Total: \$10,399.00	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the payment of dues to the Michigan Municipal League in the amount of \$10,399.00.	
For City Clerk Use Only: Commission Action:	



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2020 - 2021

Muskegon

ID: 347

Date: 05/01/2020

Membership Period: 07/01/2020 - 06/30/2021

	<u>Current Balance</u>
* MML Dues	9,454.00
** Legal Defense Fund	945.00
	\$10,399.00

Total Due by July 01, 2020:
\$10,399.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: LGBTQIA Pride Month Resolution
Submitted By: Commissioner Ramsey	Department: City Clerk
Brief Summary: A resolution declaring June as LGBTQIA Pride Month in the City of Muskegon.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Adopt the resolution.	
For City Clerk Use Only: Commission Action:	

RESOLUTION No. _____
City Commission of the City of Muskegon Resolution
Recognizing the month of June as LGBTQIA Pride Month in the City of Muskegon

WHEREAS, the City of Muskegon is committed to supporting the visibility, dignity and equity of all people in our city; and

WHEREAS, the City of Muskegon has a vibrant LGBTQIA community, which both contributes to, and is sustained by, many welcoming organizations, places of worship, businesses, neighborhoods, schools, and events; and

WHEREAS, LGBTQIA people have made, and continue to make, considerable contributions to the City of Muskegon, including in the fields of education, law, community health and well-being, economic development, sports, government, music, technology, literature, civil rights, visual arts, and politics; and

WHEREAS, while advancements have been made, there remains significant opposition with respect to the equitable treatment of LGBTQIA in their communities, and is therefore important for cities like Muskegon to demonstrate support for such residents; and

WHEREAS, June has become a symbolic month around the world for LGBTQIA people and allies to come together in various celebrations of acceptance, equality, and pride; and

WHEREAS, the LGBTQIA flag is often used as a symbol of diversity, inclusion, and pride for the LGBTQIA community; and

WHEREAS, flying the rainbow flag at City Hall throughout the month of June would symbolize the City's celebration of diversity and respect for our LGBTQIA residents;

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Muskegon does hereby declare the month of June as LGBTQIA Pride month in the City Muskegon, and invites City of Muskegon residents to reflect on the ways we live and work together with a commitment to mutual respect and understanding for all people, and further recognizes LGBTQIA Pride Month by flying the LGBTQIA flag at City Hall during the month of June.

The foregoing Resolution was offered by Commissioner _____ and supported by Commissioner _____, and same was duly passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:

Nays:

Absent:

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on DATE.

By: _____ Stephen J. Gawron
Mayor

By: _____ Ann Marie Meisch, MMC
Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Parking Enforcement Ordinance 2 nd Reading
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Amending current parking ordinances 92-71 & 73; Chapter 92, Article V of the Code of Ordinances of the City of Muskegon to include parking restrictions and enforcements for public beach parking. In addition, abandoned vehicle language (LO5) was added to restrict vehicles parked longer than 48 hours on city streets.	
Detailed Summary: See attached amended ordinance.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approval to amend Parking Ordinance 92-71 & 73	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 92, Article V of the Code of Ordinances of the City of Muskegon, Michigan, Section 92-71 are amended to read as follows:

Sec. 92-71. Parking restrictions.

- (1) A vehicle shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic-control device, excluding parking in a Marina, see section 74, in any of the following places:

- (a) On a sidewalk;
- (b) In front of a public or private driveway;
- (c) Within an intersection;
- (d) Within 15 feet of a fire hydrant;
- (e) On a crosswalk;
- (f) Within 20 feet of a crosswalk, or if there is not a crosswalk then, within 15 feet of the intersection of property lines at an intersection of highways;
- (g) Within 30 feet of the approach to a flashing beacon, stop sign, or traffic control signal located at the side of a highway;
- (h) Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone, unless a different length is indicated by an official sign or marking;
- (i) Within 50 feet of the nearest rail of a railroad crossing;
- (j) Within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of the entrance if properly marked by an official sign;
- (k) Alongside or opposite any street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic;
- (l) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (m) Upon a bridge or other elevated highway structure or within a highway tunnel;
- (n) At a place where an official sign prohibits stopping or parking;

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- (o) Within 500 feet of an accident at which a police officer is in attendance, if the scene of the accident is outside of a city or village;
- (p) In front of a theater;
- (q) In a place or in a manner that blocks immediate egress from an emergency exit conspicuously marked as an emergency exit of a building;
- (r) In a place or in a manner that blocks or hampers the immediate use of an immediate egress from a fire escape conspicuously marked as a fire escape providing an emergency means of egress from a building;
- (s) In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a disabled person as described in section 19a of the Michigan Vehicle Code or unless the individual is parking the vehicle for the benefit of a disabled person. In order for the vehicle to be parked in the parking space the vehicle shall display one of the following:
 - (i) A certificate of identification or windshield placard issued under section 675 of the Michigan Vehicle Code to a disabled person.
 - (ii) A special registration plate issued under section 803d of the Michigan Vehicle Code to a disabled person.
 - (iii) A similar certificate of identification or windshield placard issued by another state to a disabled person.
 - (iv) A similar special registration plate issued by another state to a disabled person.
 - (v) A special registration plate to which a tab for persons with disabilities is attached issued under this act.
- (t) In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities;
- (u) On a street or other area open to the parking of vehicles that results in the vehicle interfering with the use of a curb-cut or ramp by persons with disabilities;
- (v) Within 500 feet of a fire at which fire apparatus is in attendance, if the scene of the fire is outside a city or village. However, volunteer fire fighters responding to the fire may park within 500 feet of the fire in a manner not to interfere with fire apparatus at the scene. A vehicle parked legally previous to the fire is exempt from this subdivision;
- (w) In violation of an official sign restricting the period of time for a manner of parking;
- (x) In a space controlled or regulated by a meter on a public highway or in a publicly owned parking area or structure, [or where controlled by another type of meter](#), if the allowable time for parking indicated on the meter [or other device](#) has expired, unless the vehicle properly displays one or more of the items listed in section 675(8) of the Michigan Vehicle Code;

(y) On a street or highway in such a way as to obstruct the delivery of mail to a rural mailbox obstruct the delivery of mail to a rural mailbox by a carrier of the United States postal service;

(z) In a place or in a manner that blocks the use of an alley;

(aa) In a place or in a manner that blocks access to a space clearly designated as a fire lane;

(LO1) On those streets that have been signed or marked for angle parking, a person shall not stop, stand, or park a vehicle other than at the angle to the curb or edge of the roadway indicated by the signs or markings. The front of the vehicle must be nearest the curb or edge of roadway and the rear of the vehicle nearest the travel portion of the roadway or parking area (no backing in);

(LO2) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the right hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except otherwise provided in this part;

(LO3) A person shall not stop, stand, or park a vehicle other than a bus in a bus stop or other than a taxi cab in a taxi cab stand when the stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of, and while actually engaged in, the expeditious loading or unloading of passengers, if the stopping does not interfere with any bus or taxi cab waiting to enter or about to enter the zone;

(LO4) On unimproved side or front yards of residential lots;

(LO5) ~~Where a vehicle is abandoned as defined in MCL 257.252a or MCL 257.252b~~Reserved;

(LO6) Other than between painted lines in designated parking areas;

(LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having allowed parking on only one side of the street, but not on the paved portion of the terrace;

(LO8) In any public park, beach or other public area between the hours of 11:00 p.m. and 5:00 a.m.;

(LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:

(a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.

(b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.

- (c) Parking is allowed on both side of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business areas

- (a) Bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to Muskegon Avenue, heading westerly on Muskegon Avenue from Apple Avenue to Ninth Street, and heading northerly on Ninth Street to Seventh Street, heading northerly on Seventh Street from Western Avenue to Shoreline Drive; and
- (b) on Third Street from Merrill Avenue to Muskegon Avenue

Parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street;

(LO10) Commercial vehicle defined: "Commercial vehicle" includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for transportation of goods, wares or merchandise, and/or all motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn:

1. No commercial vehicle shall be parked upon any street or alley for a period longer than two hours.
2. No commercial vehicle shall be parked at any angle to the line of the street or alley while loading or unloading for a period longer than one hour.
3. No commercial vehicle shall be parked at any angle to the line of the street or alley where such vehicle would prohibit the free flow of traffic.
4. No commercial vehicle shall be parked in residential areas.

(LO11) Special provisions relating to trailers and semitrailers:

1. No unattached trailer or semitrailer shall be parked on any street or alley at any time except when it is necessary to temporarily disconnect such trailer or semitrailer for convenience in loading or unloading.
2. Streets in a business district may be designated on which no trailer shall be stopped, parked or allowed to stand between the hours of 10:00 a.m. and 6:00 p.m.
3. A person who violates this section is responsible for a civil infraction.

(LO12) No vehicle shall display a "for sale" sign while parked on any public street or property;

(LO13) No person shall drive or operate a motor vehicle in any area or place other than the public streets and roadways or other such areas so designated for the vehicular travel, and no person shall drive or operate a motor vehicle along or upon any unpaved parkway except where the same is used for a driveway to enter private or public property, nor shall any person drive or operate a motor vehicle in any public park beach or other public area, except in those areas designated for vehicular travel therein.

(LO14) A person shall not allow a motor vehicle to stand on a highway or places open to the public unattended without engaging the parking brake or placing the vehicle in park, stopping the motor of the vehicle, and removing and taking possession of the ignition key. If the vehicle is standing upon a grade, the front wheels of the vehicle shall be turned to the curb or side of the highway. This section does not apply to a vehicle that is standing in a place and is equipped with a remote start feature, if the remote start feature is engaged.

(LO15) Where a daily or a seasonal pass is required, as indicated in posted signs or notices, for a motor vehicle to park, no motor vehicle shall park in such a location without the daily pass belonging to that vehicle being prominently displayed on the motor vehicle's front dashboard, the seasonal pass belonging to that vehicle being prominently affixed to the front windshield on the driver's side, or a resident's beach seasonal being prominently placed on the dashboard.

- (2) A person shall not move a vehicle not owned by the person into a prohibited area or away from a curb a distance that makes the parking unlawful.
- (3) A bus, for the purpose of taking on or discharging passengers, may be stopped at a place described in subsection (l)(b), (d), or (f) or on the roadway side of a vehicle illegally parked in a legally designated bus loading zone. A bus, for the purpose of taking on or discharging a passenger, may be stopped at a place described in subsection (l)(n) if the place is posted by and appropriate bus stop sign, except that a bus shall not stop at such a place if the stopping is specifically prohibited by the responsible local authority, the state transportation department, or the director of the department of state police.
- (4) A person who violated this section is responsible for a civil infraction.

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2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

O:\CLERK\COMMON\WORD\AGENDA ITEMS FOR NEXT MEETING\2020\052620\06B_1316712-SECTION 92-71; AFTER CITY COMM.DOCX

Nays:

First Reading:

Second Reading:

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 ____ day of _____, 20~~19~~²⁰, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: _____, 20~~19~~²⁰

Ann Marie Meisch, MMC
City Clerk

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

O:\CLERK\COMMON\WORD\AGENDA ITEMS FOR NEXT MEETING\2020\052620\06B_1316712-SECTION 92-71; AFTER CITY COMM.DOCX

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CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon amended Chapter 82, Article II of the Muskegon City Code, summarized as follows:

TO BE COMPLETEED AFTER ADOPTION

~~1. Section 82-51 is amended to provide that the combination of the service charge, which means the payment in lieu of taxes, and the essential services fee shall be not less than 1% nor more than 20% of the contract rents charged for the total of all units in the project, whether the units are occupied or not and whether or not the rents are paid.~~

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 (10) days from the date of this publication.

Published: _____, 202019 CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

O:\CLERK\COMMON\WORD\AGENDA ITEMS FOR NEXT MEETING\2020\052620\06B_1316712-SECTION 92-71; AFTER CITY COMM.DOCX

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PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 92, Article V of the Code of Ordinances of the City of Muskegon, Michigan, Section 92-73 are amended to read as follows:

Chapter 92, "Local Parking Restrictions" Section 73 "Parking violations bureau; minimum parking fines," of the Code of Ordinances of the City of Muskegon is amended as follows:

Sec. 73. "Parking violations bureau; minimum parking fines,"

(1) Pursuant to the provisions of state law MCL 600.8395, there is hereby established within the city a parking violations bureau to accept pleas of responsible in motor vehicle parking violation cases and to collect and retain fines and costs as prescribed by ordinance.

(2) Upon pleading responsible or being found responsible by a court, the fines for parking violations shall be as follows:

(2.1) Level 1 parking violations.

<i>Code 92-71(1)</i>	<i>Offense</i>
LO1	Violation of angle parking/backed into space signs
LO2	Too far from curb
LO2	Parking facing traffic
LO3	Loading zone, passenger zone (bus/taxi cab zone)
w	Parking overtime excluding at Pere Marquette Beach
x	Meter parking

The penalties for level 1 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$10.00	\$20.00	\$30.00	\$60.00

(2.2) Level 2 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
a	Parking on sidewalk
b	Blocking driveways
c	Within an intersection
e	In a crosswalk
f	Within 20 feet of a crosswalk or within 15 feet of property lines at intersection
g	Too close to a flashing beacon, stop sign, yield sign, traffic control signal, or other traffic sign
h	In a safety zone

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i	Too close to railroad
j	Too close to fire station entrance
k	Parking: obstruct traffic
m	Parking on a bridge or in a tunnel
n	Posted prohibited parking; parking violation of any posted signs
o	Parking within 500 feet of an accident
p	Parking in front of a theater
q	Blocking emergency exits
r	Blocking fire escape
v	Within 500 feet of a fire or fire apparatus (except volunteers and vehicles legally parked before the fire)
y	Obstruct mail delivery
z	Alley parking
LO4	Front and side yard parking
LO7	Parking on terrace or parkway
LO9	2a-6a parking prohibited
LO10	Commercial vehicles
LO11	Unattached trailers and semitrailers
LO12	Display of "for sale" sign while parked on city street or terrace
	Other violations
LO14	Unattended vehicles (running)

The penalties for level 2 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	If paid after 30 days
\$15.00	\$30.00	\$45.00	\$70.00

(2.3) Level 3 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
d	Too close to a fire hydrant
l	Double parking
LO6	Parking outside the lines
LO8	Parking in a public park after 11:00 p.m. and before 5:00 a.m.
LO13	Prohibited off-road vehicular traffic
	Other violations in any city parks

The penalties for level 3 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$20.00	\$40.00	\$60.00	\$80.00

(2.4) Level 4 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
LO5	Abandoned Vehicle Vehicle Reserved

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	If paid after 30 days
\$55.00	\$65.00	\$75.00	\$85.00

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(2.5) Any other violation of the parking provisions which are not listed in the above schedules shall be considered level 2 parking violations and shall carry the penalties set forth above for level 2 violations, except that:

- a) Code § 92-71(1)(s)(t)(u). Spaces for disabled persons. Unlawful parking in a space reserved for persons with disabilities as defined in applicable state law shall carry a minimum of \$105.00, which shall increase to \$210.00 after the first 14 days after the violation, and \$315.00 after 30 days; ~~and~~
- b) Code § 92-71(1)(aa). Fire lane. Unlawful parking in a fire lane shall carry a minimum of \$30.00, which shall increase to \$60.00 after the first 14 days, after 21-30 days the violation will be \$90.00 and \$120.00 after 30 days;
- c) Code 92-71(1)(LO15) shall carry a fine of \$30 per calendar day; and
- ~~b)d)~~ Code 92-71(1)(w), limited to parking overtime at Pere Marquette Beach shall carry a fine of \$20 per violation.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 ____ day of _____, 2020, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: _____, 2020

Ann Marie Meisch, MMC
City Clerk

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

O:\CLERK\COMMON\WORD\AGENDA ITEMS FOR NEXT MEETING\2020\052620\06C_1311336-AMEND SECTION 92-73 FOR BEACH.DOCX

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**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon amended Chapter 82, Article II of the Muskegon City Code, summarized as follows:

TO BE COMPLETEED AFTER ADOPTION

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 (10) days from the date of this publication.

Published: _____, 2020

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Ordinance Amendment 92-74 (1, 2 & 3)
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Request for commission to consider Ordinance amendments in regards to Marina and launch ramp parking restrictions - 92.74 (1, 2 & 3). Five (5) violations will be updated with appropriate verbiage to reflect the current violation(s) and fines that will help ensure permit and parking compliance at our ramps.	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve proposed changes to Ordinance 92-74 (1, 2 & 3)	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Permit and parking enforcement for Marina and Launch Ramps:

Original fine amounts have been lowered as a means of seeking compliance, which will be gained through a robust enforcement program. After talking with the Enforcers; and from my experience; it can be very confrontational issuing recreational tickets with extreme \$fines\$. We'll be able to enforce and encourage Permit purchase(s) through negotiation.

The parking division will concentrate on the following;

1. City wide parking enforcement
2. Downtown area (new focus with all the development/population growth)
3. City Parks (now is PM Beach parking)
- 4. Ramps/Marina (this is new as we've had many complaints at fisherman's landing)**

1. **74- (1) (b)** change to vehicle/trailer parking (not boat-trailer parking)
2. **(2) (a)** Within - 50 feet of a boat launch w-w/o permit – fine

1 – 13 days.....	\$35
14 – 20 days.....	\$70
21 – 29 days.....	\$105
30 or more days.....	\$130

-
- (2) (b)** Within area marked for vehicle/trailer w-w/o permit – fine

1 – 13 days.....	\$35
14 – 20 days.....	\$70
21 – 29 days.....	\$105
30 or more days.....	\$130

-
-
3. **(3) (a)** Launching a boat without a permit – fine

1 – 13 days.....	\$35
14 – 20 days.....	\$70
21 – 29 days.....	\$105
30 or more days.....	\$130

-
-
- (3) (b)** Commercial vehicles without a Commercial Launch Ramp permit – fine

1 – 13 days.....	\$100
14 – 20 days.....	\$200
21 – 29 days.....	\$300
30 or more days.....	\$350

-
-
- (3) (c)** Vessels larger than 30 feet, or transported on three (3) or more axles – fine

1 – 13 days.....	\$100
14 – 20 days.....	\$200
21 – 29 days.....	\$300
30 or more days.....	\$350

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 5-26-2020	Title: Setting Harbor West LLC brownfield public hearing
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The Brownfield Redevelopment Authority on May 12 recommended approval of Brownfield Plan Amendment for Harbor West LLC (Hartshorn Village) at 1000 West Western Ave. and now the city commission needs to schedule a public hearing on that plan for June 9, 2020.	
Detailed Summary: Harbor West LLC has submitted a brownfield plan for the first phase of a residential development along Lakeshore Trail and adjacent to Hartshorn Marina. The City Commission needs to set a public hearing on the plan for June 9, 2020. The resolution of approval by the Brownfield Redevelopment Authority and a resolution setting the June 9 public hearing are attached.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution setting a public hearing for June 9, 2020 on the Harbor West Brownfield Plan Amendment and notify the appropriate taxing units.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Harbor West LLC (1000-1010-1060- West Western Ave.)

Redevelopment Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 12th day of May 2020, at 10:30 a.m., prevailing Eastern Time.

PRESENT: M. Kleaveland, H. Sytsema, F. Peterson, F. DePung, D. Kalisz,
M. Bottomley, J. Wallace Jr, J. Riegler, D. Pollock, B. Hastings.

ABSENT: J. Moore, P. Edbrooke, M. Johnson

The following preamble and resolution were offered by Member F. Peterson and supported by Member D. Pollock:

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the amendment to add the redevelopment of Harbor West LLC (Hartshorn Village) 1000-1010-1060 West Western Ave. for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the Harbor West (Hartshorn Village) project and

recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests the Muskegon City Commission to provide a notice of Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

M. Kleaveland, H. Sytsema, F. Peterson, F. DePung, D. Kalisz, M. Bottomley, J. Wallace Jr, J. Riegler, D. Pollock, B. Hastings.

NAYS: None

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on May 12, 2020, 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, (adhering to the COVID-19 order of the Governor of Michigan, Executive Order 2020-75) and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

A handwritten signature in blue ink, reading "Martha Bottomley", is written over a horizontal line.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

***BROWNFIELD PLAN AMENDMENT
FOR THE HARBOR WEST, LLC
DEVELOPMENT PROJECT***

May 7, 2020

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on **February 23, 1998,** with subsequent amendments approved as outlined below. This amendment approved on _____.

Original Plan Approved by the City Commission of the City of Muskegon on **April 14, 1998,** with subsequent amendments approved as outlined below. This amendment approved on _____.

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

INDEX

- I. INTRODUCTION
- II. GENERAL PROVISIONS
 - A. Costs of the Brownfield Plan
 - B. Method for Financing Costs of Plan
 - C. Duration of the Brownfield Plan
 - D. Displacement/Relocation of Individuals on
Eligible Properties
 - E. Local Site Remediation Revolving Fund
- III. SITE SPECIFIC PROVISIONS
 - A. Kirksey/Anaconda Property (Approved 4/14/98)
 - B. Dilesco Corporation Property (Approved 8/11/98)
 - C. Beacon Recycling (Approved 7/11/00)
 - D. Verplank Dock Company (Approved 5/27/03)
 - E. Gillespie Development Property (Approved 8/12/03)
 - F. Loft Properties, LLC Property (Approved 8/12/03)
 - G. Parmenter O'Toole Property (Approved 8/12/03)
 - H. "The WaterMark" Project (Approved 5/25/04)
 - I. Northern Machine Tool (Approved 7/13/04)
 - J. Terrace Lots Office Building (Approved 7/13/04)
 - K. Art Works Apartments (Approved 7/27/04)
 - L. Former Muskegon Mall (Approved 10/12/04)
 - M. Vida Nova at Edison Landing (Approved 10/24/06)
 - N. Western Ave. Properties LLC and Port City Development Services, LLC
(Approved 10/24/06)
 - O. Viridian Place at Edison Landing (Approved 10/24/06)
 - P. Hot Rod Harley (Approved 3/27/07)
 - Q. Sidock Building Project (Approved 6/12/07)
 - R. Heritage Square Town Homes (Approved 1/8/08)
 - S. Betten Auto Dealerships (Approved 5/13/08)
 - T. Parkland Muskegon Mixed Use Project (Approved 6/24/08)
 - U. Terrace Point Landing Redevelopment Project (Approved 5/14/13)
 - V. P&G Holdings NY, LLC (Approved 1/10/17)
 - W. Sweetwater Development/The Leonard (Approved 3/12/19)
 - X. 1208 Eighth/Core Development (Approved 10/8/19)
 - Y. Damfino Development, LLC (12/10/19)
 - Z. Harbor West, LLC Development Project (____)

I. INTRODUCTION

In order to promote the revitalization of commercial, industrial, and residential properties within the boundaries of the City of Muskegon (the “City”), the City established the City of Muskegon Brownfield Redevelopment Authority (the “Authority”) pursuant to Act 381, Public Acts of Michigan, as amended (“Act 381”) and a resolution adopted by the Muskegon City Commission on February 10, 1998. Terms defined in Act 381 and applicable sections of the statute are noted in *italics* throughout this document.

This Brownfield Plan (“Plan”) was originally intended to address the redevelopment of *eligible properties* within the City that are impacted by the presence of hazardous substances in concentrations that exceed Michigan’s Part 201 Generic Cleanup Criteria (“*facilities*”) or that have been determined to be Functionally Obsolete or Blighted. By facilitating redevelopment of underutilized *eligible properties*, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(2) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Director of Planning and Economic Development.

II. GENERAL PROVISIONS

A. Costs of the Brownfield Plan (Section 13(2)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City’s general fund. Subsequent amendments to the Plan may be funded by the person requesting inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to applicants to be included in the Plan, and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,

- ii) costs for amending and/or updating the Plan, including legal fees, and
- iii) costs for Plan implementation

Tax increment revenues that may be generated and captured by this Plan are identified in the site-specific sections of this Plan.

B. Method for Financing Costs of Plan and Bonded Indebtedness (Section 13(2)(d) and (e))

The City or Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development and Reimbursement Agreements with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to the Plan. Financing arrangements will be specified in the Development and Reimbursement Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(2)(f))

The Plan, as it applies to a specific eligible property, shall be effective up to five (5) years after the year in which the total amount of any tax increment revenue captured is equal to the total costs of *eligible activities* attributable to the *specific property*, or thirty (30) years from the date of first tax capture under the Plan as it relates to an individual site, whichever is less. The total costs of *eligible activities* include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of *eligible activities*, the reasonable costs of a Work Plan, the actual costs of the Michigan Environmental Great Lakes & Energy or Michigan Strategic Fund's review of the Work Plan and implementation of the *eligible activities*, as applicable.

D. Displacement/Relocation of Individuals on Eligible Properties (Section 13(2)(i),(j)(k)(l))

At this time, *eligible properties* identified in the Plan do not contain residences, nor are there any current plans or intentions by the City for identifying *eligible properties* that will require the relocation of the residences. Therefore the provisions of Section 13(2)(i-l) are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(5)(b))

Whenever the Plan includes a property for which taxes will be captured through Tax Increment Financing (TIF) provided by Act 381, it is the Authority's intent to establish a Local Brownfield Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in *Section 13(5) of Act 381*. Section 13(5) authorizes the capture of TIF from an eligible property for up to 5 years after the time that capture is required for the purposes of reimbursing the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan,

provided that the time frame allowed by Act 381 for tax capture is sufficient to accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Fund will be limited to the amount of school operating taxes captured for eligible department specific activities under the Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at *eligible properties* and other costs as permitted by Act 381. It may also be used for eligible activities on *an eligible property* for which there is no ability to capture tax increment revenues. The establishment of the Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

III. SITE SPECIFIC PROVISIONS

Z. Harbor West, LLC Development Project

Eligibility and Project Description (Sec. 13(2)(h))

Project Description

Harbor West, LLC (“Harbor West”) intends to develop approximately 3.01 acres of land located at 1000, 1010 and 1060 West Western Avenue in Muskegon, MI (the “Property”) into residential site condominiums (the “Project”). The Project will include the construction of an initial ten (10) new market-rate site condominiums, associated site improvements and marina improvements to the adjacent Hartshorn Marina located at 920 West Western Avenue (“Marina Property”). The Project will include department specific activities, demolition, site preparation and infrastructure improvement activities in order to prepare the Property and Marina Property for redevelopment. A proposed site plan is included in Attachment Z-2.

It is anticipated that the Plan will be amended at a later date to include additional costs for future phases of development. The estimated total capital investment to complete Phase I of the Project is estimated to be approximately \$5+ million.

The *eligible property* included in this Plan consists of four parcels of property totaling 15.41 acres in the City of Muskegon, Michigan (see Attachment Z-3).

This *eligible property* includes all existing real and all new taxable personal property.

Eligibility

The 1000 West Western property meets the definition of a “facility” as defined by Part 201 of Natural Resources and Environmental Protection Act (Act 451 of 1994) due to the presence of select metals found in shallow soil intervals that are consistent with area-wide contaminated historical fill. Total mercury, copper, arsenic, selenium, and silver were detected in shallow soil throughout the area exceeding the groundwater surface water interface protection criteria, while arsenic concentrations also exceeding the residential drinking water and direct contact criterion. The 920, 1010 and 1060 West

Western parcels are adjacent and contiguous to the 1000 West Western property and development of these parcels is expected to increase its taxable value. Therefore, the parcels are considered “eligible property” under Act 381.

Eligible Activities, Financing, Cost of Plan (Sec. 13(2)(a), (b), (c), (g))

It is intended that the amended Plan shall provide for reimbursement of eligible activities conducted on the Property and Marina Property, including department specific activities (i.e. Phase I and II Environmental Site Assessment and Due Care), demolition, site preparation, infrastructure improvements, brownfield plan/work plan preparation and development, including all associated professional fees. TIF revenues generated from the Project will first be used to reimburse the cost of eligible activities undertaken by the developer and City of Muskegon, in accordance with a development and reimbursement agreement to be executed by the parties. Following full reimbursement of the eligible activities included in this Plan, TIF generated by the Property may be used for any other purpose allowable under Act 381 and the Plan.

The following are *eligible activities* that may be reimbursed through TIF revenues:

1. Department Specific Activities: Activities necessary for the developer to undertake its environmental due diligence, and any necessary costs related to Due Care obligations, including preparation of a Due Care Plan and implementation of Due Care Response Activities and Phase I, II and BEAs. Vapor barriers and mitigation systems, demarcation markers, contaminated soil excavation, transportation and disposal, environmental investigations and oversight. Costs are estimated at \$250,000.
2. Demolition: Demolition will include removal of existing pavement, curbs, gutters and site improvements. Demolition is necessary in order to prepare the project for the proposed development. Demolition activities costs are estimated at \$19,500.
3. Site Preparation: Site Preparation on the Property will include mobilization & demobilization, erosion control activities, dewatering, temporary traffic & construction signage, staking, clearing and grubbing, temporary facility, temporary site control, utility relocation, cut and fill, soil compaction and sub-base, mass grading/land balancing, unstable soil removal and backfill, geotechnical engineering, special foundations, and retaining walls. Site Preparation activities costs are estimated at \$626,000.
4. Infrastructure Improvements: Infrastructure Improvements will include new water main, sanitary and storm sewer systems, walkways, bike paths, roadways, curb and gutter, gas and electric lines, public marina improvements, including a pool and a clubhouse. Infrastructure Improvement activities costs are estimated at \$3,946,000.
5. Contingency: A 15% contingency is included to cover unexpected cost overruns encountered during construction totaling \$726,225.

6. Brownfield/Work Plan Preparation and Development: Costs incurred to prepare and develop this brownfield plan is estimated at \$30,000.

An estimate of the captured taxable value and tax increment revenues, which includes the impact on the taxing jurisdictions, is attached as Attachment Z-5.

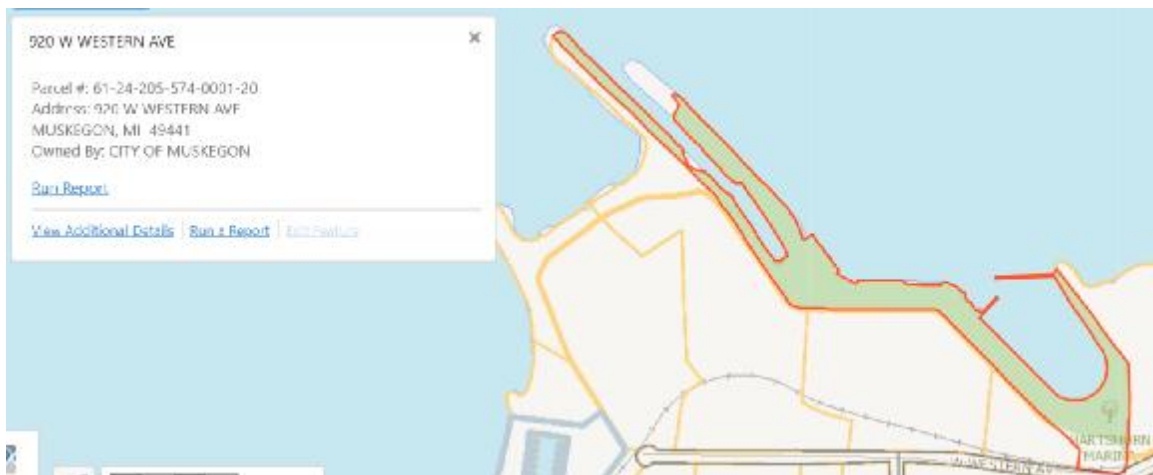
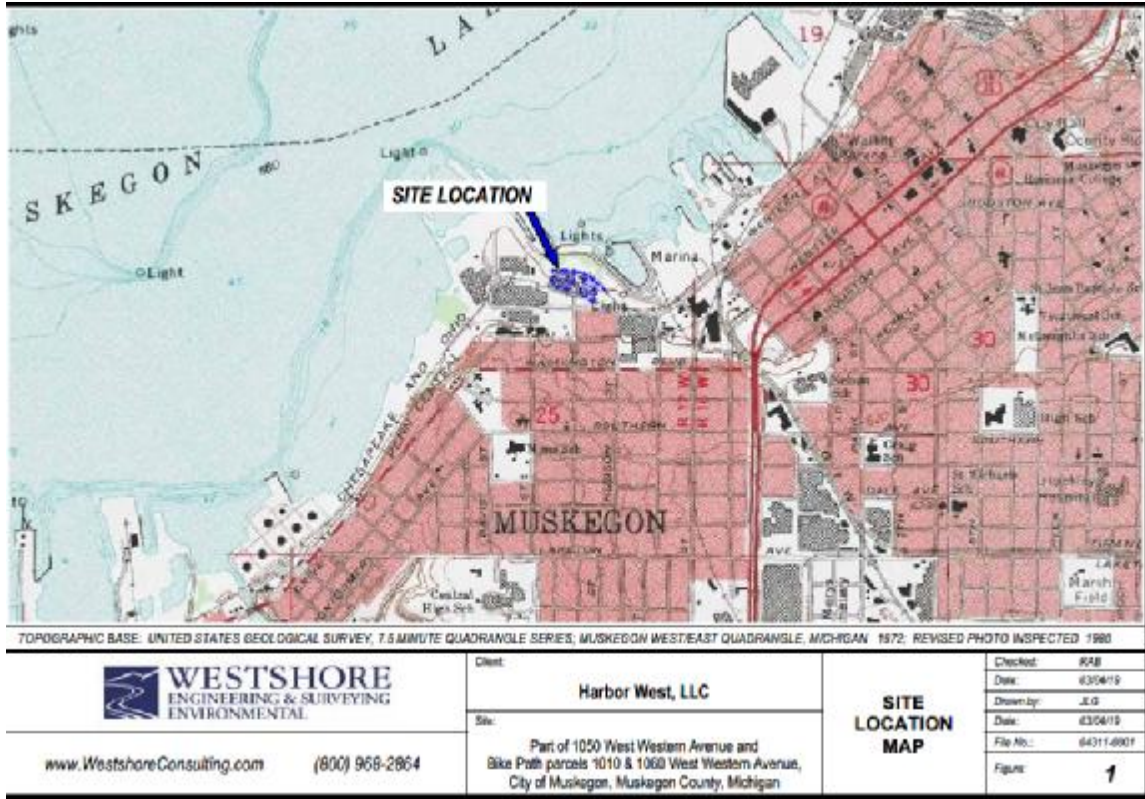
Effective Date of Inclusion in Brownfield Plan

The Harbor West LLC Development Project was added to this Plan on _____. It is intended the duration of the Plan capture is the lesser of the full reimbursement of eligible activities or 30 years with capture beginning in 2021.

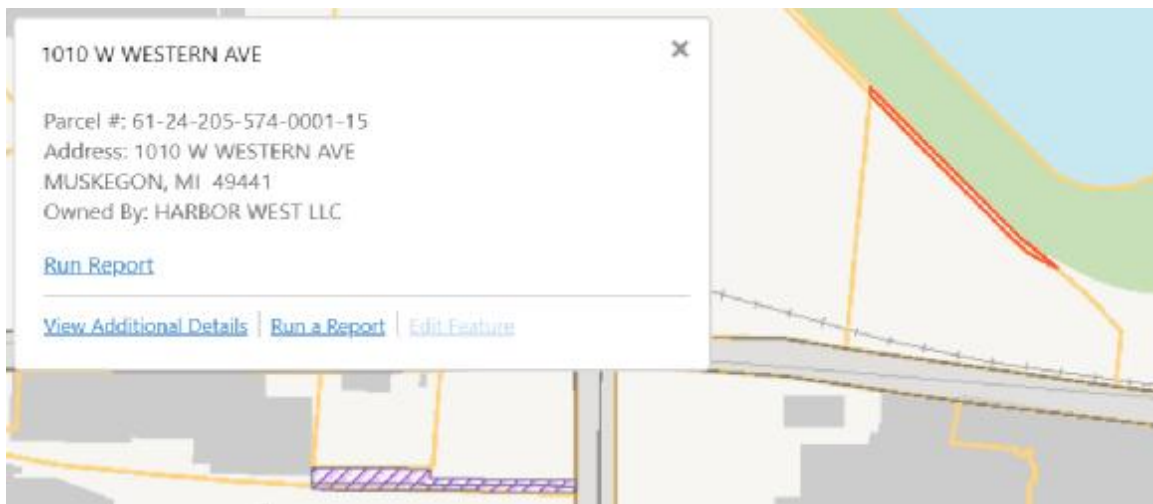
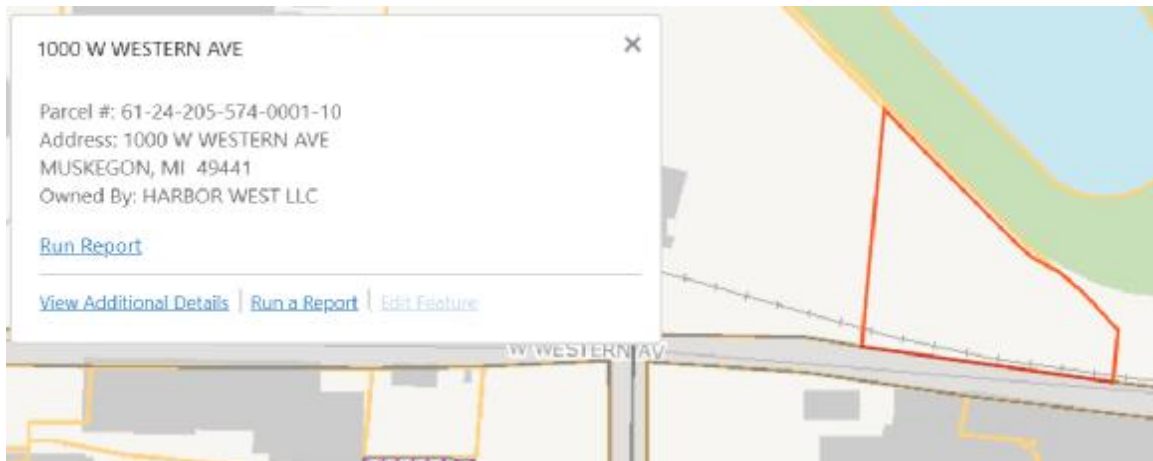
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ATTACHMENT Z-1

SITE MAP HARBOR WEST, LLC REDEVELOPMENT PROJECT

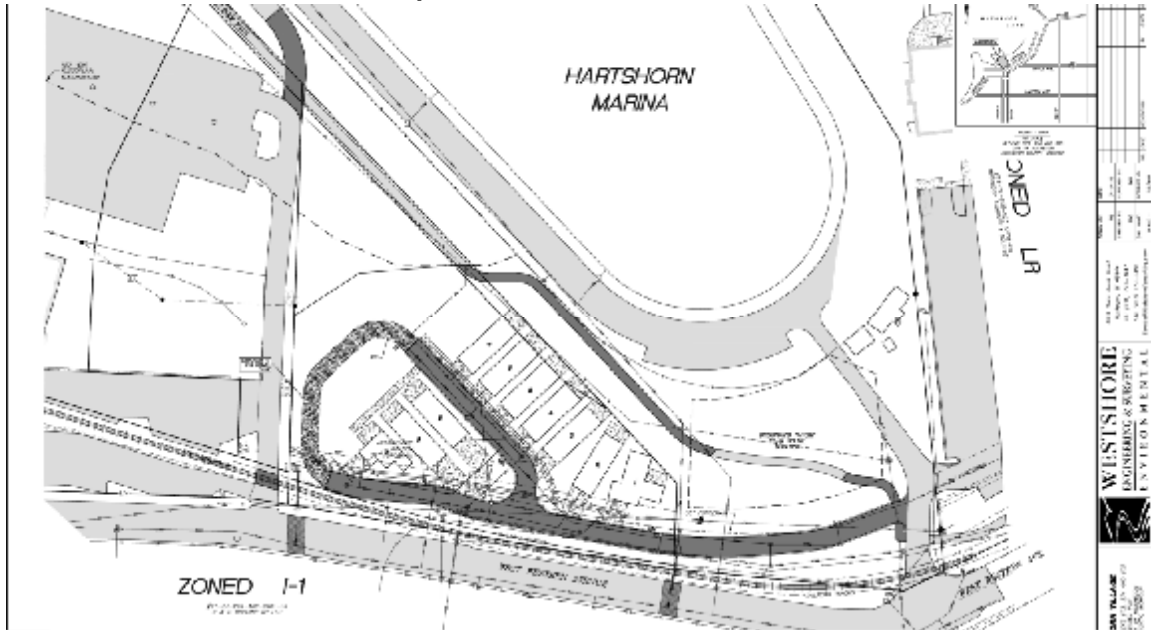


City of Muskegon Brownfield Plan Amendment
Harbor West, LLC Development Project



ATTACHMENT Z-2

PROPOSED SITE PLAN HARBOR WEST, LLC DEVELOPMENT PROJECT



ATTACHMENT Z-3

LEGAL DESCRIPTION

Parcel 4:

THOSE PARTS OF BLOCKS 574 AND 575, REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF BLOCK 574 OF SAID REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON; THENCE NORTH 88°43' WEST 270.42 FEET (M=NORTH 84°41'53" WEST 270.27 FEET) TO A POINT ON THE NORTHERLY LINE OF WEST WESTERN AVENUE FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTHERLY LINE OF WEST WESTERN AVENUE 457.28 FEET (M=NORTH 80°29'18" WEST 457.02 FEET); THENCE NORTH 2°04' WEST 492.92 FEET; THENCE SOUTH 47°05' EAST 236.7 FEET; THENCE CONTINUING SOUTH 47°04' EAST TO A POINT 100 FEET NORTH OF AND NORTH 1°40' WEST OF THE POINT OF BEGINNING. TOGETHER WITH THE C & O RAILWAY COMPANY RIGHT OF WAY RUNNING THROUGH THE ABOVE DESCRIBED PARCEL, EXCEPT THAT PART WHICH WAS DEEDED TO THE CITY OF MUSKEGON AS RECORDED IN LIBER 2138, PAGES 751 AND 752.

Property Address: 1000 W. Western Avenue, Muskegon, Michigan

Tax Parcel No.: 61-24-205-574-0001-10

BIKE PATH WEST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WESTERN AVENUE; THENCE NORTH 83°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 456.97 FEET; THENCE NORTH 01°31'44" WEST 470.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°32'44" WEST 257.11 FEET; THENCE SOUTH 88°27'16" WEST 684.39 FEET; THENCE NORTH 01°31'44" WEST 16.00 FEET; THENCE NORTH 88°27'26" EAST 691.04 FEET; THENCE SOUTH 46°32'44" EAST 247.70 FEET; THENCE SOUTH 01°31'44" EAST 22.62 FEET TO THE POINT OF BEGINNING.

BIKE PATH EAST DESCRIPTION (PARCEL 5):

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE NORTH 01°09'31" WEST 100.00 FEET; THENCE NORTH 46°31'44" WEST 118.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°45'12" WEST 60.93 FEET; THENCE NORTH 46°31'44" WEST 227.22 FEET; THENCE NORTH 46°32'44" WEST 220.80 FEET; THENCE NORTH 01°31'44" WEST 22.62 FEET; THENCE SOUTH 46°32'44" EAST 236.79 FEET; THENCE SOUTH 46°31'44" EAST 286.01 FEET TO THE POINT OF BEGINNING.

Property Address: 1010 W. Western Avenue, Muskegon, Michigan

Tax Parcel No.: 61-24-205-574-0001-15

BIKE PATH WEST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WESTERN AVENUE; THENCE NORTH 83°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 456.97 FEET; THENCE NORTH 01°31'44" WEST 470.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°32'44" WEST 257.11 FEET; THENCE SOUTH 88°27'16" WEST 684.39 FEET; THENCE NORTH 01°31'44" WEST 16.00 FEET; THENCE NORTH 88°27'26" EAST 691.04 FEET; THENCE SOUTH 46°32'44" EAST 247.70 FEET; THENCE SOUTH 01°31'44" EAST 22.62 FEET TO THE POINT OF BEGINNING.

BIKE PATH EAST DESCRIPTION (PARCEL 5):

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE NORTH 01°09'31" WEST 100.00 FEET; THENCE NORTH 46°31'44" WEST 118.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°45'12" WEST 60.93 FEET; THENCE NORTH 46°31'44" WEST 227.22 FEET; THENCE NORTH 46°32'44" WEST 220.80 FEET; THENCE NORTH 01°31'44" WEST 22.62 FEET; THENCE SOUTH 46°32'44" EAST 236.79 FEET; THENCE SOUTH 46°31'44" EAST 286.01 FEET TO THE POINT OF BEGINNING.

Property Address: 1060 W. Western Avenue, Muskegon, Michigan

Parcel: #61-24-205-574-0001-05

Parcel 1:

All that part of Block 574 and 575 of the Revised Plat (of 1903) of the City of Muskegon, lying Northerly and Easterly of the following described boundary lines: (EXCEPT the right of way of the Chesapeake and Ohio Railway Co.)

Commence at an iron bolt (original) located at the Southeast corner of Block 574 of the Revised Plat of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet for a place of beginning; thence North 1°40' West 345.42 feet; thence North 84°6' West 290.81 feet; thence North 47°5' West 236.7 feet; thence North 2°4' West 175.2 feet; thence South 87°55' West 866.7 feet to an iron stake; thence North 37° West 730 feet; thence North 48° West to the thread of the stream in Muskegon Lake, for the place of ending of said lines.

EXCEPT FROM PARCEL 1:

BIKE PATH WEST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH

88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WESTERN AVENUE; THENCE NORTH 83°55'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 456.97 FEET; THENCE NORTH 01°31'44" WEST 470.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°32'44" WEST 257.11 FEET; THENCE SOUTH 88°27'16" WEST 684.39 FEET; THENCE NORTH 01°31'44" WEST 16.00 FEET; THENCE NORTH 88°27'26" EAST 691.04 FEET; THENCE SOUTH 46°32'44" EAST 247.70 FEET; THENCE SOUTH 01°31'44" EAST 22.62 FEET TO THE POINT OF BEGINNING.

BIKE PATH EAST DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE NORTH 88°13'54" WEST 270.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTERN AVENUE; THENCE NORTH 01°09'31" WEST 100.00 FEET; THENCE NORTH 46°31'44" WEST 118.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°45'12" WEST 60.93 FEET; THENCE NORTH 46°31'44" WEST 227.22 FEET; THENCE NORTH 46°32'44" WEST 220.80 FEET; THENCE NORTH 01°31'44" WEST 22.62 FEET; THENCE SOUTH 46°32'44" EAST 236.79 FEET; THENCE SOUTH 46°31'44" EAST 286.01 FEET TO THE POINT OF BEGINNING.

Parcel 2:

Part of Blocks 574 and 575, as follows:

Commence at the Southeast corner of Block 574 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet to the North line of West Western Avenue; thence Westerly along the North line of West Western Avenue 457.28 feet; thence North 2°04' West 492.92 feet to the place of beginning; thence North 2°04' West 175.2 feet; thence South 87°55' West 175.2 feet; thence South 47°05' East 247.75 feet to the place of beginning.

ALSO: Commence at the Southeast corner of Block 574 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan; thence North 88°43' West 270.42 feet to the North line of West Western Avenue; thence North 1°40' West 100 feet for a place of beginning; thence North 1°40' West 245.42 feet; thence North 84°6' West 290.81 feet; thence Southeasterly to the place of beginning.

Parcel 3:

Part of Block 573 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, described as: Commencing at the Southwest corner of said Block 573 for the point of beginning; thence North 1°40' West along the West line of said Block, 347.0 feet; thence North 21°40' West along the Westerly line of said Block, 241.0 feet; thence North 29°28' West along the Westerly line of said Block, 187.50 feet; thence South 35°37' East 258.20 feet; thence South 09°53' East 504.80 feet to the Northerly line of West Western Avenue; thence South 59°34' West along said Northerly line, 53.0 feet to the point of beginning.

Property Address: 920 W. Western Avenue, Muskegon, Michigan

Tax Parcel No.: 61-24-205-574-0001-20

ATTACHMENT Z-4

SUMMARY OF ELIGIBLE ACTIVITIES HARBOR WEST

<u>Eligible Activities Costs</u>	
Department Specific Activities	
- Due Care	\$234,500
- Phase I, II & BEA	\$15,500
<i>EGLE Eligible Activities Total Cost</i>	<i>\$250,000</i>
Demolition	<i>\$19,500</i>
Site Preparation	
- Mobilization & Demobilization	\$15,000
- Silt Fence, Inlet Silt Sacks and other Erosion Control Activities	\$7,000
- Dewatering	\$60,000
- Temporary Traffic & Construction Signage	\$6,000
- Staking	\$5,000
- Clearing and Grubbing	\$8,000
- Temporary Facility	\$3,000
- Utility Relocation	\$17,000
- Cut & Fill	\$35,000
- Land Balancing and Mass Grading	\$20,000
- Soil Compaction and Sub-base	\$130,000
- Geotechnical Engineering	\$30,000
- Special Foundations	\$250,000
- Unstable Fill Removal and Backfill	\$15,000
- Retaining Walls	\$25,000
<i>Site Preparation Sub-Total</i>	<i>\$626,000</i>
Infrastructure Improvements	
- Water mains	\$118,000
- Sanitary System	\$56,000
- Storm Sewer	\$62,000
- Walkways/Bike Paths	\$8,000
- Roadways	\$105,000
- Curb and Gutter	\$5,000
- Gas and Electric Lines	\$90,000
- Public Boat Launch Relocation – City	\$800,000

City of Muskegon Brownfield Plan Amendment
Harbor West, LLC Development Project

- Marina Dock Systems - City	\$1,302,000
- Pool and Clubhouse - City	\$1,400,000
<i>Infrastructure Improvements Sub-Total</i>	<i>\$3,946,000</i>
<i>Total Eligible Activities Total Cost</i>	<i>\$4,841,500</i>
Contingency (15%)	\$726,225
Brownfield Plan Preparation and Development	\$30,000
TOTAL ELIGIBLE ACTIVITIES	\$5,597,725

ATTACHMENT Z-5

TAX CAPTURE ESTIMATES

HARBOR WEST

Tax Increment Revenue Capture Estimates Harbor West Muskegon, Michigan May 7, 2020																				
Estimated Taxable Value (TV) Increase Rate:		1.50%																		
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Calendar Year		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Base Taxable Value		\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700
Estimated New TV		\$ 127,700	\$ 150,000	\$ 1,125,000	\$ 2,475,000	\$ 2,512,125	\$ 2,549,807	\$ 2,588,054	\$ 2,626,875	\$ 2,666,278	\$ 2,706,272	\$ 2,746,866	\$ 2,788,069	\$ 2,829,890	\$ 2,872,339	\$ 2,915,424	\$ 2,959,155	\$ 3,003,542	\$ 3,048,595	
Incremental Difference (New TV - Base TV)		\$ -	\$ 22,300	\$ 997,300	\$ 2,347,300	\$ 2,384,425	\$ 2,422,107	\$ 2,460,354	\$ 2,499,175	\$ 2,538,578	\$ 2,578,572	\$ 2,619,166	\$ 2,660,369	\$ 2,702,190	\$ 2,744,639	\$ 2,787,724	\$ 2,831,455	\$ 2,875,842	\$ 2,920,895	
School Capture		Millage Rate																		
State Education Tax (SET)		6.0000	\$ -	\$ 134	\$ 5,984	\$ 14,084	\$ 14,307	\$ 14,533	\$ 14,762	\$ 14,995	\$ 15,231	\$ 15,471	\$ 15,715	\$ 15,962	\$ 16,213	\$ 16,468	\$ 16,726	\$ 16,989	\$ 17,255	\$ 17,525
School Total		6.0000	\$ -	\$ 134	\$ 5,984	\$ 14,084	\$ 14,307	\$ 14,533	\$ 14,762	\$ 14,995	\$ 15,231	\$ 15,471	\$ 15,715	\$ 15,962	\$ 16,213	\$ 16,468	\$ 16,726	\$ 16,989	\$ 17,255	\$ 17,525
Local Capture		Millage Rate																		
City Operating		10.0865	\$ -	\$ 225	\$ 10,059	\$ 23,676	\$ 24,051	\$ 24,431	\$ 24,816	\$ 25,208	\$ 25,605	\$ 26,009	\$ 26,418	\$ 26,834	\$ 27,256	\$ 27,684	\$ 28,118	\$ 28,559	\$ 29,007	\$ 29,462
County Operating		5.6984	\$ -	\$ 127	\$ 5,683	\$ 13,376	\$ 13,587	\$ 13,802	\$ 14,020	\$ 14,241	\$ 14,466	\$ 14,694	\$ 14,925	\$ 15,160	\$ 15,398	\$ 15,640	\$ 15,886	\$ 16,135	\$ 16,388	\$ 16,644
City Sanitation		3.0000	\$ -	\$ 67	\$ 2,992	\$ 7,042	\$ 7,153	\$ 7,266	\$ 7,381	\$ 7,498	\$ 7,616	\$ 7,736	\$ 7,857	\$ 7,981	\$ 8,107	\$ 8,234	\$ 8,363	\$ 8,494	\$ 8,628	\$ 8,763
County Museum		0.3221	\$ -	\$ 7	\$ 321	\$ 756	\$ 768	\$ 780	\$ 792	\$ 805	\$ 818	\$ 831	\$ 844	\$ 857	\$ 870	\$ 884	\$ 898	\$ 912	\$ 926	\$ 941
Senior Services		0.5000	\$ -	\$ 11	\$ 499	\$ 1,174	\$ 1,192	\$ 1,211	\$ 1,230	\$ 1,250	\$ 1,269	\$ 1,289	\$ 1,310	\$ 1,330	\$ 1,351	\$ 1,372	\$ 1,394	\$ 1,416	\$ 1,438	\$ 1,460
County Veterans		0.0752	\$ -	\$ 2	\$ 75	\$ 177	\$ 179	\$ 182	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203	\$ 206	\$ 210	\$ 213	\$ 216	\$ 220
Central Dispatch		0.3000	\$ -	\$ 7	\$ 299	\$ 704	\$ 715	\$ 727	\$ 738	\$ 750	\$ 762	\$ 774	\$ 786	\$ 798	\$ 811	\$ 823	\$ 836	\$ 849	\$ 863	\$ 876
Comm College		2.2037	\$ -	\$ 49	\$ 2,198	\$ 5,173	\$ 5,255	\$ 5,338	\$ 5,422	\$ 5,507	\$ 5,594	\$ 5,682	\$ 5,772	\$ 5,863	\$ 5,955	\$ 6,048	\$ 6,143	\$ 6,240	\$ 6,337	\$ 6,437
MAISD		4.7580	\$ -	\$ 106	\$ 4,745	\$ 11,168	\$ 11,345	\$ 11,524	\$ 11,706	\$ 11,891	\$ 12,079	\$ 12,269	\$ 12,462	\$ 12,658	\$ 12,857	\$ 13,059	\$ 13,264	\$ 13,472	\$ 13,683	\$ 13,898
Hackley Library		2.4000	\$ -	\$ 54	\$ 2,394	\$ 5,634	\$ 5,723	\$ 5,813	\$ 5,905	\$ 5,998	\$ 6,093	\$ 6,189	\$ 6,286	\$ 6,385	\$ 6,485	\$ 6,587	\$ 6,691	\$ 6,795	\$ 6,902	\$ 7,010
Local Total		29.3439	\$ -	\$ 654	\$ 29,265	\$ 68,879	\$ 69,968	\$ 71,074	\$ 72,196	\$ 73,336	\$ 74,492	\$ 75,665	\$ 76,857	\$ 78,066	\$ 79,293	\$ 80,538	\$ 81,803	\$ 83,086	\$ 84,388	\$ 85,710
Non-Capturable Millages		Millage Rate																		
Comm College Debt		0.3400	\$ -	\$ 8	\$ 339	\$ 798	\$ 811	\$ 824	\$ 837	\$ 850	\$ 863	\$ 877	\$ 891	\$ 905	\$ 919	\$ 933	\$ 948	\$ 963	\$ 978	\$ 993
Hackley Debt		0.4522	\$ -	\$ 10	\$ 451	\$ 1,061	\$ 1,078	\$ 1,095	\$ 1,113	\$ 1,130	\$ 1,148	\$ 1,166	\$ 1,184	\$ 1,203	\$ 1,222	\$ 1,241	\$ 1,261	\$ 1,280	\$ 1,300	\$ 1,321
MPS Debt - 1995		3.9600	\$ -	\$ 88	\$ 3,949	\$ 9,295	\$ 9,442	\$ 9,592	\$ 9,743	\$ 9,897	\$ 10,053	\$ 10,211	\$ 10,372	\$ 10,535	\$ 10,701	\$ 10,869	\$ 11,039	\$ 11,213	\$ 11,388	\$ 11,567
MPS Debt - 2009		3.4000	\$ -	\$ 76	\$ 3,391	\$ 7,981	\$ 8,107	\$ 8,235	\$ 8,365	\$ 8,497	\$ 8,631	\$ 8,767	\$ 8,905	\$ 9,045	\$ 9,187	\$ 9,332	\$ 9,478	\$ 9,627	\$ 9,778	\$ 9,931
School Sinking Fund		1.0000	\$ -	\$ 22	\$ 997	\$ 2,347	\$ 2,384	\$ 2,422	\$ 2,460	\$ 2,499	\$ 2,539	\$ 2,579	\$ 2,619	\$ 2,660	\$ 2,702	\$ 2,745	\$ 2,788	\$ 2,831	\$ 2,876	\$ 2,921
Total Non-Capturable Taxes		9.1522	\$ -	\$ 204	\$ 9,127	\$ 21,483	\$ 21,823	\$ 22,168	\$ 22,518	\$ 22,873	\$ 23,234	\$ 23,600	\$ 23,971	\$ 24,348	\$ 24,731	\$ 25,119	\$ 25,514	\$ 25,914	\$ 26,320	\$ 26,733
Total Tax Increment Revenue (TIR) Available for Capture		\$ -	\$ 788	\$ 35,248	\$ 82,963	\$ 84,275	\$ 85,607	\$ 86,959	\$ 88,331	\$ 89,723	\$ 91,137	\$ 92,572	\$ 94,028	\$ 95,506	\$ 97,006	\$ 98,529	\$ 100,075	\$ 101,643	\$ 103,236	
Footnotes:		Assumes Millage Rates remain unchanged TV increases assumed based on lot sales and new construction of homes Annual inflation of 1.5% assumed following construction completion																		

Tax Increment Revenue Capture Estimates
Harbor West
Muskegon, Michigan
May 7, 2020

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
	Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
Base Taxable Value	\$	127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700	\$ 127,700
Estimated New TV	\$	3,094,324	\$ 3,140,739	\$ 3,187,850	\$ 3,235,668	\$ 3,284,203	\$ 3,333,466	\$ 3,383,468	\$ 3,434,220	\$ 3,485,733	\$ 3,538,019	\$ 3,591,090	\$ 3,644,956	\$ 3,699,630	\$ 3,699,630
Incremental Difference (New TV - Base TV)	\$	2,966,624	\$ 3,013,039	\$ 3,060,150	\$ 3,107,968	\$ 3,156,503	\$ 3,205,766	\$ 3,255,768	\$ 3,306,520	\$ 3,358,033	\$ 3,410,319	\$ 3,463,390	\$ 3,517,256	\$ 3,571,930	\$ 3,571,930
School Capture	Millage Rate														
State Education Tax (SET)	6.0000	\$ 17,800	\$ 18,078	\$ 18,361	\$ 18,648	\$ 18,939	\$ 19,235	\$ 19,535	\$ 19,839	\$ 20,148	\$ 20,462	\$ 20,780	\$ 21,104	\$ 21,432	\$ 496,714
School Total	6.0000	\$ 17,800	\$ 18,078	\$ 18,361	\$ 18,648	\$ 18,939	\$ 19,235	\$ 19,535	\$ 19,839	\$ 20,148	\$ 20,462	\$ 20,780	\$ 21,104	\$ 21,432	\$ 496,714
Local Capture	Millage Rate														
City Operating	10.0865	\$ 29,923	\$ 30,391	\$ 30,866	\$ 31,349	\$ 31,838	\$ 32,335	\$ 32,839	\$ 33,351	\$ 33,871	\$ 34,398	\$ 34,933	\$ 35,477	\$ 36,028	\$ 835,018
County Operating	5.6984	\$ 16,905	\$ 17,170	\$ 17,438	\$ 17,710	\$ 17,987	\$ 18,268	\$ 18,553	\$ 18,842	\$ 19,135	\$ 19,433	\$ 19,736	\$ 20,043	\$ 20,354	\$ 471,746
City Sanitation	3.0000	\$ 8,900	\$ 9,039	\$ 9,180	\$ 9,324	\$ 9,470	\$ 9,617	\$ 9,767	\$ 9,920	\$ 10,074	\$ 10,231	\$ 10,390	\$ 10,552	\$ 10,716	\$ 248,357
County Museum	0.3221	\$ 956	\$ 970	\$ 986	\$ 1,001	\$ 1,017	\$ 1,033	\$ 1,049	\$ 1,065	\$ 1,082	\$ 1,098	\$ 1,116	\$ 1,133	\$ 1,151	\$ 26,665
Senior Services	0.5000	\$ 1,483	\$ 1,507	\$ 1,530	\$ 1,554	\$ 1,578	\$ 1,603	\$ 1,628	\$ 1,653	\$ 1,679	\$ 1,705	\$ 1,732	\$ 1,759	\$ 1,786	\$ 41,393
County Veterans	0.0752	\$ 223	\$ 227	\$ 230	\$ 234	\$ 237	\$ 241	\$ 245	\$ 249	\$ 253	\$ 256	\$ 260	\$ 264	\$ 269	\$ 6,225
Central Dispatch	0.3000	\$ 890	\$ 904	\$ 918	\$ 932	\$ 947	\$ 962	\$ 977	\$ 992	\$ 1,007	\$ 1,023	\$ 1,039	\$ 1,055	\$ 1,072	\$ 24,836
Comm College	2.2037	\$ 6,538	\$ 6,640	\$ 6,744	\$ 6,849	\$ 6,956	\$ 7,065	\$ 7,175	\$ 7,287	\$ 7,400	\$ 7,515	\$ 7,632	\$ 7,751	\$ 7,871	\$ 182,435
MAISD	4.7580	\$ 14,115	\$ 14,336	\$ 14,560	\$ 14,788	\$ 15,019	\$ 15,253	\$ 15,491	\$ 15,732	\$ 15,978	\$ 16,226	\$ 16,479	\$ 16,735	\$ 16,995	\$ 393,894
Hackley Library	2.4000	\$ 7,120	\$ 7,231	\$ 7,344	\$ 7,459	\$ 7,576	\$ 7,694	\$ 7,814	\$ 7,936	\$ 8,059	\$ 8,185	\$ 8,312	\$ 8,441	\$ 8,573	\$ 198,686
Local Total	29.3439	\$ 87,052	\$ 88,414	\$ 89,797	\$ 91,200	\$ 92,624	\$ 94,070	\$ 95,537	\$ 97,026	\$ 98,538	\$ 100,072	\$ 101,629	\$ 103,210	\$ 104,814	\$ 2,429,254
Non-Capturable Millages	Millage Rate														
Comm College Debt	0.3400	\$ 1,009	\$ 1,024	\$ 1,040	\$ 1,057	\$ 1,073	\$ 1,090	\$ 1,107	\$ 1,124	\$ 1,142	\$ 1,160	\$ 1,178	\$ 1,196	\$ 1,214	\$ 28,147
Hackley Debt	0.4522	\$ 1,342	\$ 1,362	\$ 1,384	\$ 1,405	\$ 1,427	\$ 1,450	\$ 1,472	\$ 1,495	\$ 1,519	\$ 1,542	\$ 1,566	\$ 1,591	\$ 1,615	\$ 37,436
MPS Debt - 1995	3.9600	\$ 11,748	\$ 11,932	\$ 12,118	\$ 12,308	\$ 12,500	\$ 12,695	\$ 12,893	\$ 13,094	\$ 13,298	\$ 13,505	\$ 13,715	\$ 13,928	\$ 14,145	\$ 327,831
MPS Debt - 2009	3.4000	\$ 10,087	\$ 10,244	\$ 10,405	\$ 10,567	\$ 10,732	\$ 10,900	\$ 11,070	\$ 11,242	\$ 11,417	\$ 11,595	\$ 11,776	\$ 11,959	\$ 12,145	\$ 281,471
School Sinking Fund	1.0000	\$ 2,967	\$ 3,013	\$ 3,060	\$ 3,108	\$ 3,157	\$ 3,206	\$ 3,256	\$ 3,307	\$ 3,358	\$ 3,410	\$ 3,463	\$ 3,517	\$ 3,572	\$ 82,786
Total Non-Capturable Taxes	9.1522	\$ 27,151	\$ 27,576	\$ 28,007	\$ 28,445	\$ 28,889	\$ 29,340	\$ 29,797	\$ 30,262	\$ 30,733	\$ 31,212	\$ 31,698	\$ 32,191	\$ 32,691	\$ 757,671
Total Tax Increment Revenue (TIR) Available for Capture	\$	104,852	\$ 106,493	\$ 108,158	\$ 109,848	\$ 111,563	\$ 113,304	\$ 115,072	\$ 116,865	\$ 118,686	\$ 120,534	\$ 122,410	\$ 124,314	\$ 126,246	\$ 2,925,968

Footnotes:
Assumes Millage Rates remain unchanged
TV increases assumed based on lot sales and new construction of homes
Annual inflation of 1.5% assumed following construction completion

Tax Increment Financing Reimbursement Table
Harbor West
Muskegon, Michigan
May 7, 2020

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	13.8%	\$ 2,454	\$ -	\$ 2,454
Local	86.2%	\$ 15,371	\$ 2,123,229	\$ 2,138,600
TOTAL		\$ 17,825	\$ 2,123,229	\$ 2,141,054
EGLE		\$ 17,825	\$ -	\$ 17,825
MSF		\$ -	\$ -	\$ -

Estimated Total Years of Plan: 31

Estimated Capture
Administrative Fees
State Revolving Fund
LBRF

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Total State Incremental Revenue	\$ -	\$ 134	\$ 5,984	\$ 14,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ (67)	\$ (2,992)	\$ (7,042)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ -	\$ 67	\$ 2,992	\$ 7,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
 Total Local Incremental Revenue	\$ -	\$ 654	\$ 29,265	\$ 68,879	\$ 69,968	\$ 71,074	\$ 72,196	\$ 73,336	\$ 74,492	\$ 75,665	\$ 76,857	\$ 78,066
BRA Administrative Fee	\$ -	\$ (654)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 19,265	\$ 58,879	\$ 59,968	\$ 61,074	\$ 62,196	\$ 63,336	\$ 64,492	\$ 65,665	\$ 66,857	\$ 68,066
 Total State & Local TIR Available	\$ -	\$ 67	\$ 22,257	\$ 65,921	\$ 59,968	\$ 61,074	\$ 62,196	\$ 63,336	\$ 64,492	\$ 65,665	\$ 66,857	\$ 68,066

DEVELOPER	Beginning Balance												
DEVELOPER Reimbursement Balance	\$ 5,597,725	\$ 5,597,725	\$ 5,597,658	\$ 5,576,006	\$ 5,517,127	\$ 5,457,159	\$ 5,396,085	\$ 5,333,889	\$ 5,270,553	\$ 5,206,061	\$ 5,140,396	\$ 5,073,539	\$ 5,005,474

Non-Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Environmental Costs	\$ 17,825	\$ 17,825	\$ 17,825	\$ 17,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ 67	\$ 2,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ 15,371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ 17,825	\$ 17,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Only Costs	\$ 5,579,900	\$ 5,579,900	\$ 5,579,900	\$ 5,579,900	\$ 5,576,006	\$ 5,517,127	\$ 5,457,159	\$ 5,396,085	\$ 5,333,889	\$ 5,270,553	\$ 5,206,061	\$ 5,140,396	\$ 5,073,539
Local Tax Reimbursement	\$ -	\$ -	\$ 3,894	\$ 58,879	\$ 59,968	\$ 61,074	\$ 62,196	\$ 63,336	\$ 64,492	\$ 65,665	\$ 66,857	\$ 68,066	\$ 68,066
Total Local Only Reimbursement Balance	\$ 5,579,900	\$ 5,579,900	\$ 5,576,006	\$ 5,517,127	\$ 5,457,159	\$ 5,396,085	\$ 5,333,889	\$ 5,270,553	\$ 5,206,061	\$ 5,140,396	\$ 5,073,539	\$ 5,005,474	\$ 5,005,474

Total Annual Developer Reimbursement	\$ -	\$ 67	\$ 21,652	\$ 58,879	\$ 59,968	\$ 61,074	\$ 62,196	\$ 63,336	\$ 64,492	\$ 65,665	\$ 66,857	\$ 68,066	\$ 68,066
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LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *	\$ -	\$ -	\$ 605	\$ 1,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ 605	\$ 1,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

(1) Assumes taxable value increases based on proposed build out, plus 1.5% annual increases for inflation thereafter.

(2) Assumes Millage Rates remain constant.

Tax Increment Financing Reimbursement Table
Harbor West
Muskegon, Michigan
May 7, 2020

\$ 2,449,456
\$ 290,654
\$ 10,101
\$ 2,454

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ 79,293	\$ 80,538	\$ 81,803	\$ 83,086	\$ 84,388	\$ 85,710	\$ 87,052	\$ 88,414	\$ 89,797	\$ 91,200	\$ 92,624	\$ 94,070	\$ 95,537	\$ 97,026
BRA Administrative Fee	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
Local TIR Available for Reimbursement	\$ 69,293	\$ 70,538	\$ 71,803	\$ 73,086	\$ 74,388	\$ 75,710	\$ 77,052	\$ 78,414	\$ 79,797	\$ 81,200	\$ 82,624	\$ 84,070	\$ 85,537	\$ 87,026
Total State & Local TIR Available	\$ 69,293	\$ 70,538	\$ 71,803	\$ 73,086	\$ 74,388	\$ 75,710	\$ 77,052	\$ 78,414	\$ 79,797	\$ 81,200	\$ 82,624	\$ 84,070	\$ 85,537	\$ 87,026

DEVELOPER

DEVELOPER Reimbursement Balance	\$ 4,936,181	\$ 4,865,643	\$ 4,793,840	\$ 4,720,754	\$ 4,646,365	\$ 4,570,655	\$ 4,493,603	\$ 4,415,188	\$ 4,335,392	\$ 4,254,192	\$ 4,171,568	\$ 4,087,498	\$ 4,001,961	\$ 3,914,935
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Non-Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Only Costs	\$ 5,005,474	\$ 4,936,181	\$ 4,865,643	\$ 4,793,840	\$ 4,720,754	\$ 4,646,365	\$ 4,570,655	\$ 4,493,603	\$ 4,415,188	\$ 4,335,392	\$ 4,254,192	\$ 4,171,568	\$ 4,087,498	\$ 4,001,961
Local Tax Reimbursement	\$ 69,293	\$ 70,538	\$ 71,803	\$ 73,086	\$ 74,388	\$ 75,710	\$ 77,052	\$ 78,414	\$ 79,797	\$ 81,200	\$ 82,624	\$ 84,070	\$ 85,537	\$ 87,026
Total Local Only Reimbursement Balance	\$ 4,936,181	\$ 4,865,643	\$ 4,793,840	\$ 4,720,754	\$ 4,646,365	\$ 4,570,655	\$ 4,493,603	\$ 4,415,188	\$ 4,335,392	\$ 4,254,192	\$ 4,171,568	\$ 4,087,498	\$ 4,001,961	\$ 3,914,935

Total Annual Developer Reimbursement	\$ 69,293	\$ 70,538	\$ 71,803	\$ 73,086	\$ 74,388	\$ 75,710	\$ 77,052	\$ 78,414	\$ 79,797	\$ 81,200	\$ 82,624	\$ 84,070	\$ 85,537	\$ 87,026
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LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF deposit

Footnotes:

(1) Assumes taxable value increases base inflation thereafter.

(2) Assumes Millage Rates remain constar

Tax Increment Financing Reimbursement Table
Harbor West
Muskegon, Michigan
May 7, 2020

	2046	2047	2048	2049	2050	TOTAL
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,201
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,101)
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,101
 Total Local Incremental Revenue	\$ 98,538	\$ 100,072	\$ 101,629	\$ 103,210	\$ 104,814	\$ 2,429,254
BRA Administrative Fee	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (290,654)
Local TIR Available for Reimbursement	\$ 88,538	\$ 90,072	\$ 91,629	\$ 93,210	\$ 94,814	\$ 2,138,600
 Total State & Local TIR Available	\$ 88,538	\$ 90,072	\$ 91,629	\$ 93,210	\$ 94,814	\$ 2,148,700
DEVELOPER						
DEVELOPER Reimbursement Balance	\$ 3,826,397	\$ 3,736,325	\$ 3,644,696	\$ 3,551,486	\$ 3,456,671	\$ 3,456,671
Non-Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,454
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,371
Total Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs	\$ 3,914,935	\$ 3,826,397	\$ 3,736,325	\$ 3,644,696	\$ 3,551,486	\$ -
Local Tax Reimbursement	\$ 88,538	\$ 90,072	\$ 91,629	\$ 93,210	\$ 94,814	\$ 2,123,229
Total Local Only Reimbursement Balance	\$ 3,826,397	\$ 3,736,325	\$ 3,644,696	\$ 3,551,486	\$ 3,456,671	\$ -
Total Annual Developer Reimbursement	\$ 88,538	\$ 90,072	\$ 91,629	\$ 93,210	\$ 94,814	\$ 2,141,054
LOCAL BROWNFIELD REVOLVING FUN						
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,454
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,454
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF deposit

Footnotes:

(1) Assumes taxable value increases base inflation thereafter.

(2) Assumes Millage Rates remain constar

ATTACHMENT Z-6

FACILITY CONFIRMATION



**BASELINE ENVIRONMENTAL ASSESSMENT
CONDUCTED PURSUANT TO SECTION 20126(1)(C) OF 1994 PA 451, PART 201,
AMENDED, AND THE RULES PROMULGATED THEREUNDER**

FOR

**VACANT PROPERTY
1000 W. WESTERN AVENUE
MUSKEGON, MICHIGAN 49441**

OCTOBER 31, 2018

Prepared for:

**Harbor West, LLC
108 South University Ave
Suite 6
Mt. Pleasant, Michigan 48858**

Prepared by:

**ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100**



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – REMEDIATION AND
REDEVELOPMENT DIVISION, PO BOX 30426, LANSING, MICHIGAN 48909-7926,
Phone 517-373-9837, Fax 517-373-2637

FOR DEQ USE ONLY
BEA SUBMITTAL #

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: <u>Harbor West, LLC</u>	Contact for BEA questions if different from submitter: Name & Title: <u>David Stegink - Associate Vice President & Sr Environmental Scientist</u>
Address: <u>108 S. University Ave, Suite 6</u>	Company: <u>Envirologic Technologies, Inc.</u>
City: <u>Mount Pleasant</u> State: <u>MI</u> ZIP: <u>48858</u>	Address: <u>2960 Interstate Parkway</u>
Contact Person (Name & Title): <u>Mr. Sidney Smith - Member</u>	City: <u>Kalamazoo</u> State: <u>MI</u> ZIP: <u>49048</u>
Telephone: <u>(989) 615-4391</u>	Telephone: <u>265-342-1100</u>
Email: <u>wsidneysmith@smith-equities.com</u>	Email: <u>stegink@envirologic.com</u>

Section B: Property Information

Street Address of Property: <u>1000 West Western Avenue</u>	County: <u>Muskegon</u>
City: <u>Muskegon</u> State: <u>MI</u> Zip: <u>49441</u>	City/Village/Township: <u>City of Muskegon</u>
Property Tax ID (include all applicable IDs): <u>61-24-205-574-0001-10</u>	Town: <u>10 N</u> Range: <u>17 W</u> Section <u>25</u>
Address according to tax records, if different than above (include all applicable addresses):	Quarter: <u>SE 1/4</u> Quarter-Quarter: <u>SE 1/4 of SE 1/4</u>
City: _____ State: _____ Zip: _____	Decimal Degrees Latitude: <u>43.229411</u>
Status of submitter relative to the property (check all that apply):	Decimal Degrees Longitude: <u>-86.266330</u>
Owner ☐ Former ☐ Current ☒ Prospective ☐	Reference point for latitude and longitude: Center of site ☒ Main/front door ☐ Front gate/main entrance ☐ Other ☐
Operator ☐	Collection method: Survey ☐ GPS ☐ Interpolation ☒

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown	☒
Part 201 Site ID, if known: _____	
Property - Leaking Underground Storage Tank regulated pursuant to Part 213	☐
Part 211/213 Facility ID, if known: _____	
Oil or gas production and development regulated pursuant to Part 615 or 625	☐
Licensed landfill regulated pursuant to Part 115	☐
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	☐

Section D: Applicable Dates (provide date for all that are relevant):

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed:	06/22/2018
Date Baseline Environmental Assessment Report conducted:	10/31/2018
Date submitter first became the owner:	10/30/2018
Date submitter first became the operator:	
Date submitter first became the operator (if prior to ownership):	
Anticipated date of becoming the owner for prospective owners:	
Anticipated date of becoming the operator for prospective operators:	
If former owner or operator of this property, prior dates of being the owner or operator:	

Section E: Check the appropriate response to each of the following questions:

YES NO

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)? | ☒ | ☐ |
| 2. Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)? | ☒ | ☐ |
| 3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest? | ☒ | ☐ |
| 4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing? | ☒ | ☐ |
| 5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes? | ☒ | ☐ |
| 6. Does this BEA contain the legal description of the property addressed by the BEA? | ☒ | ☐ |
| 7. Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)? | ☒ | ☐ |

Section F: Environmental Consultant Signature:

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule, are described in Section 1 of the BEA report.

Signature: David A Stegink Date: 12/12/18Printed Name: David A SteginkCompany: Envirologic Technologies, Inc.Mailing Address: 2960 Interstate Parkway City: Kalamazoo State: MI Zip: 49048Telephone: (269) 342-1100 E-Mail: stegink@envirologic.com**Section G: Legal Entity Signature:**

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

Signature: [Signature] Date: 12/8/18

(Person legally authorized to bind the legal entity)

Printed Name: Sidney W SmithTitle and Relationship of signatory to submitter: Harbor West, LLC - MemberAddress: 108 S. University Ave, Suite 6 City: Mount Pleasant State: MI Zip: 48858Telephone: _____ E-Mail: wsidneymsmith@smith-equities.com

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An [office map](http://www.michigan.gov/deqrrd) is located at www.michigan.gov/deqrrd.

TABLE OF CONTENTS

1. INTRODUCTION AND DISCUSSION.....	1
A. OWNER/OPERATOR INFORMATION.....	1
B. INTENDED USE OF PROPERTY	1
C. PHASE I ESA SUMMARY—RECOGNIZED ENVIRONMENTAL CONDITIONS	1
D. EXCEPTIONS/DELETIONS FROM ASTM 1527-05.....	1
E. PHASE I ESA DATA GAPS DISCUSSION.....	1
F. SAMPLING DISCUSSION—PURPOSE/METHODS	2
G. KNOWN CONTAMINATION—LOCATIONS AND ENVIRONMENTAL MEDIA	2
H. “FACILITY” DEMONSTRATION	3
2. PROPERTY INFORMATION.....	4
A. PROPERTY LEGAL DESCRIPTION.....	4
B. & C. SURVEY MAP, PROPERTY TAX IDENTIFICATION NUMBER(S)	4
D. LOCATION MAP	6
E. PROPERTY LOCATION	8
F. SPATIAL DATA.....	8
3. FACILITY STATUS	9
A. ANALYTICAL TABLE	9
B. LABORATORY ANALYTICAL DATA SHEETS AND CHAIN OF CUSTODY.....	9
4. IDENTIFICATION OF THE AUTHOR OF THE BEA.....	10
5. ASTM 1527-13 PHASE I ENVIRONMENTAL SITE ASSESSMENT	11
6. REFERENCES	12

FIGURES

FIGURE 1: <i>Location Map</i>	7
FIGURE 2: <i>Site Plan with Analytical Data</i>	5

TABLES

TABLE 1: <i>Spatial Data</i>	8
TABLE 2: <i>Summary of “Facility” Contaminants</i>	9

APPENDICES

APPENDIX A: <i>Phase II Environmental Site Assessment (Envirologic, November 7, 2017)</i>

1. INTRODUCTION AND DISCUSSION

A. Owner/Operator Information

Current Owner: Harbor West LLC

B. Intended Use of Property

Harbor West LLC purchased the property on October 30, 2018, and intends to develop the subject property with multiple condominiums.

The subject property location map and site plan are included in Figures 1 and 2, respectively.

C. Phase I ESA Summary—Recognized Environmental Conditions

Recognized environmental conditions (RECs) were identified in the June 22, 2018, Phase I Environmental Site Assessment (ESA) report conducted by Envirologic. These RECs include the following:

- Previous environmental studies have demonstrated the presence of contaminants at “facility concentrations” at the site as a result of historic filling activities at the property and surrounding area.
- The former Shaw-Walker/Lakeview Industrial Center property located across W. Western Avenue to the south represents a vapor encroachment threat based on the former detections of both chlorinated and petroleum-related contaminants in soil and groundwater.

D. Exceptions/Deletions from ASTM 1527-05

No exceptions to or deletions from the ASTM 1527-13 Phase I ESA standard have been identified in the June 22, 2018, Phase I ESA.

E. Phase I ESA Data Gaps Discussion

A data gap is the inability to obtain information within the scope of the Phase I ESA. No data gaps were encountered for the Phase I ESA.

A data failure is the absence of information typically used to complete a Phase I ESA. No data failures were encountered for the Phase I ESA.



F. Sampling Discussion—Purpose/Methods

On October 24–25, 2017, Envirologic initiated and completed field activities at the subject property in order to characterize soil and groundwater conditions. These activities included the installation of nine soil borings located at various locations across the subject property based on a proposed preliminary site plan layout. The boring locations were selected based on the locations of various features shown in the preliminary site plan, such as residences (GP-1 through GP-7), a playground (GP-9), and a swimming pool (GP-8). Activities also included the collection of shallow soil samples (6 inches below the ground surface) in order to characterize soils for direct contact exposures. Deeper soil samples (approximately 2–6 feet below the ground surface) were collected to better characterize the historically contaminated fill-type soils at the subject property and in the surrounding Muskegon Lake area. Because of previous environmental investigations that identified the presence of trichloroethene and vinyl chloride in groundwater, groundwater samples were collected from temporary monitoring wells that were installed in each of the soil borings. All the soil samples were submitted for analysis of select metals and polynuclear aromatic hydrocarbons (PNAs, method 8270), and all of the groundwater samples were submitted for volatile organic compound (VOC) analysis (method 8260). Soil samples were not analyzed for VOCs since there was no evidence of VOC impact—such as significant photoionization detector (PID) readings, staining, odors, etc.—in soil.

A review of the soil analytical results indicates that the detection of PNAs was limited to one boring location, GP-1, located in the northwest corner of the subject property. The reported concentrations of the 10 PNA constituents detected do not exceed any current MDEQ Residential or Non-Residential cleanup criterion. Select metals were detected in each of the soil samples collected. Of those metals detected, total mercury, copper, arsenic, selenium, and silver were detected in concentrations exceeding the groundwater surface water interface protection criteria; the concentration of arsenic also exceeded the residential drinking water and direct contact criterion.

The Phase II ESA laboratory analytical results demonstrate that the subject property meets the definition of a “facility,” as defined by Part 201 of NREPA.

G. Known Contamination—Locations and Environmental Media

Soil contaminants detected on the subject property exceeding cleanup criteria were found site-wide at all nine soil boring locations and included arsenic, copper, selenium, silver, and mercury. Selenium concentrations exceed cleanup criteria in every boring except GP-6, located in the

eastern portion of the property beneath proposed residences. Silver concentrations exceed cleanup criteria in every boring except GP-9, located in the central portion of the property at a proposed playground area. Both arsenic and copper concentrations exceed cleanup criteria in two boring locations: GP-2, located beneath proposed residences in the northwest portion of the property, and GP-5, located beneath proposed residences in the eastern portion of the property. The only detection of mercury on the property was also an exceedance. The mercury exceedance was detected at GP-7, located near the eastern property boundary, beneath proposed residences.

The known contamination on the property is consistent with the findings of the 2008 *Summary Report Area-Wide Assessment of Historic Fill of Muskegon Lake Shoreline, Muskegon, Michigan* prepared by Environmental Resources Management and Superior Environmental Corp. This previous study identified the presence of contaminated historic fill soils along the Muskegon Lake Shoreline and included samples collected from the subject property.

The presence of arsenic, copper, selenium, silver, and mercury detected in soil at concentrations that exceed current Part 201 generic residential cleanup criteria and screening levels demonstrates that the subject property has been identified as a “facility,” as defined by Part 201 of the NREPA.

Refer to Figure 2 for a site plan detailing the sample locations and concentrations of contaminants identified in association with the subject property.

H. “Facility” Demonstration

The subject property meets the definition of a “facility” based on the detection of contaminants in soil on the subject property at concentrations in excess of MDEQ Residential cleanup criteria.

The contaminants identified include:

- Mercury
- Copper
- Arsenic
- Selenium
- Silver



2. PROPERTY INFORMATION

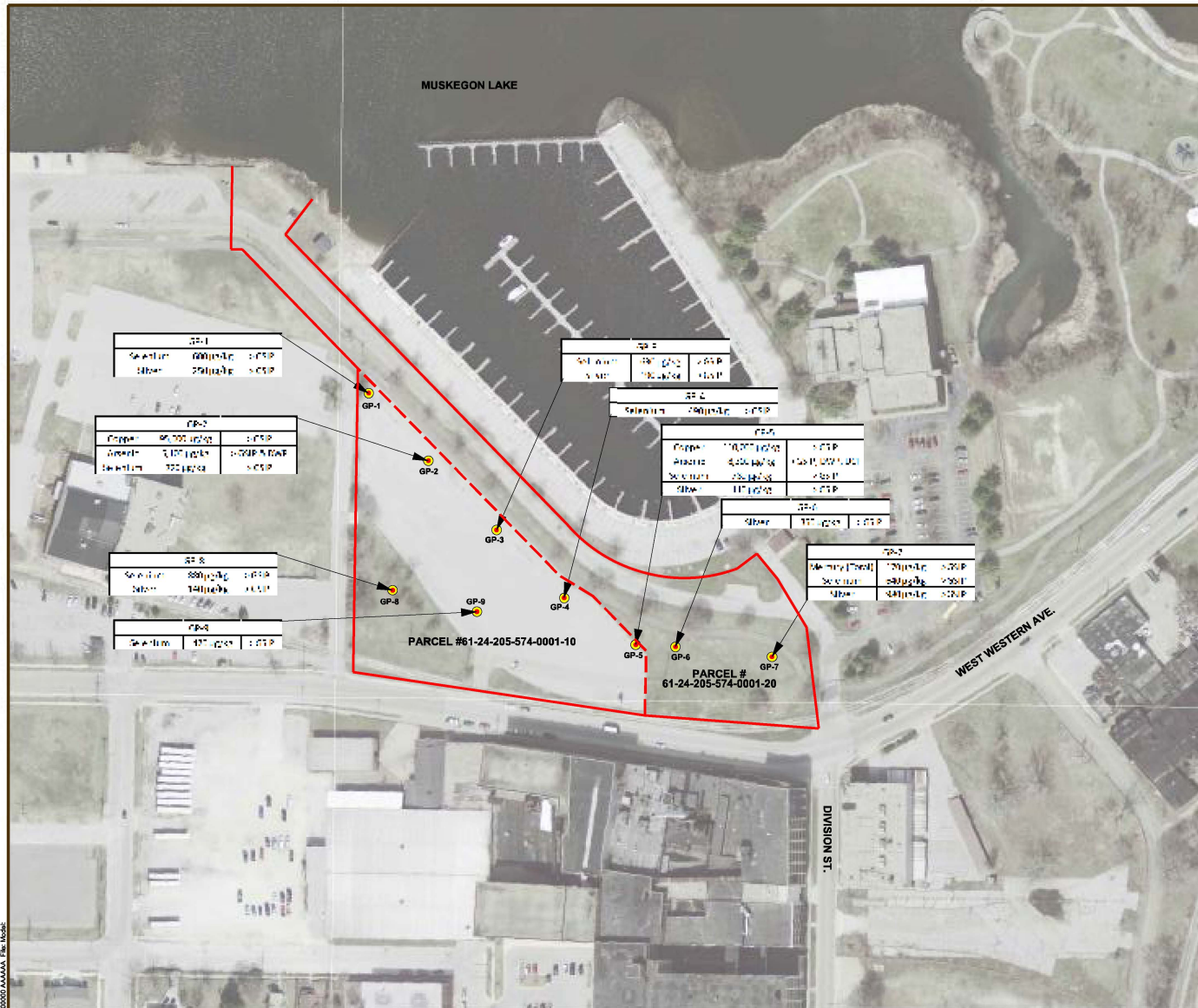
A. Property Legal Description

The subject property consists of two parcels. Parcel 1 (tax identification number 61-24-205-574-0001-10) will be purchased whole, and a portion of Parcel 2 (tax identification number 61-24-205-574-0001-20) will be purchased. A legal description for the property being transferred and a Property Identification Number have not yet been created.

B. & C. Survey Map, Property Tax Identification Number(s)

A scaled site map showing the subject property and sampling locations is presented as Figure 2.





LEGEND

- GEOPROBE SAMPLE LOCATION
- GWIP GROUNDWATER SURFACE WATER INTERFACE PROTECTION
- DWP DRINKING WATER PROTECTION
- DCP DIRECT CONTACT PROTECTION



SCALE 1" = 150'

0 50 100 150 200

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

VACANT PROPERTY

1000 WEST WESTERN AVE.
MUSKEGON, MI 49441

SITE PLAN w/ SAMPLE LOCATIONS AND ANALYTICAL DATA

envirollogic
environmental consulting + services
2660 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49004
PH: (269) 342-1100 FAX: (269) 342-4945

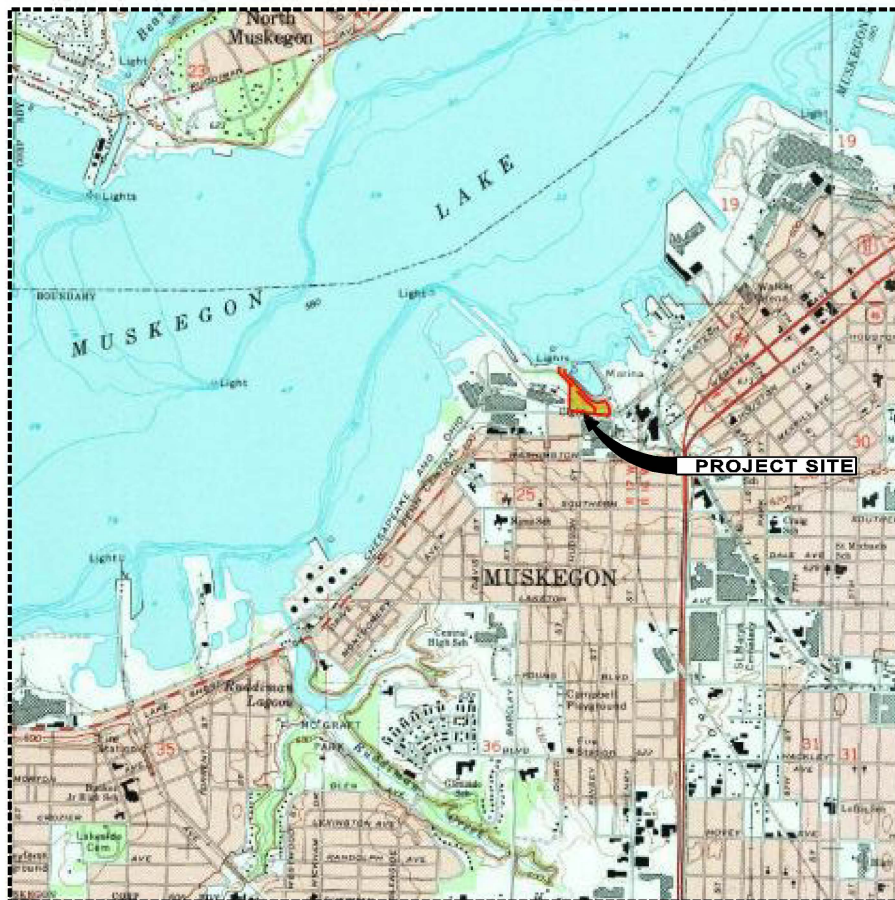
PROJECT NO.
170175

FIGURE NO.

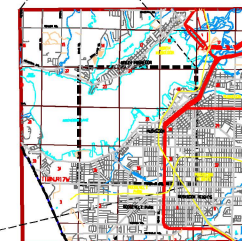
2

D. Location Map

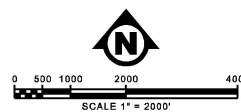




SOURCE: MUSKEGON WEST, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 10 N. R. 17 W.
MUSKEGON COUNTY
MUSKEGON, MICHIGAN



envirollogic
environmental consulting + services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49004
PH: (269) 342-1100 FAX: (269) 342-4945

VACANT PROPERTY
1000 WEST WESTERN AVE.
MUSKEGON, MI 49441
LOCATION MAP

PROJECT NO.
170175

FIGURE No.

1

E. Property Location

The subject property is located at 1000 W. Western Avenue in the City of Muskegon.

F. Spatial Data

Table 1: Spatial Data

County	City/Village/ Township	Town	Range	Section	Quarter	Quarter- Quarter	Latitude	Longitude
Muskegon	City of Muskegon	10 N	17 W	25	SE	SE	43.229411	-86.266330

Latitude and Longitude information was obtained from interpolation of aerial photography.



3. FACILITY STATUS

A. Analytical Table

Table 2: Summary of "Facility" Contaminants

Hazardous Substance	CAS Number	Maximum Concentration	Sample Location and Depth	Media Affected
Arsenic	7440382	8,300 µg/kg	GP-5 @ 6"	Soil
Copper	7440508	110,000 µg/kg	GP-5 @ 6"	Soil
Mercury (total)	Varies	170 µg/kg	GP-7 @ 6"	Soil
Selenium	7782492	880 µg/kg	GP-8 @ 3'	Soil
Silver	7440224	980 µg/kg	GP-7 @ 6"	Soil

B. Laboratory Analytical Data Sheets and Chain of Custody

The laboratory analytical data sheets are included in the November 7, 2017, Phase II ESA completed by Envirologic, which is included in Appendix A of this Baseline Environmental Assessment (BEA).



4. IDENTIFICATION OF THE AUTHOR OF THE BEA

The following individuals have conducted this Baseline Environmental Assessment.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of this part. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR 312.



David A. Stegink

Associate Vice President—Senior Environmental Scientist

David A. Stegink graduated from Hope College with a Bachelor of Science degree in Chemistry/Biology and has over 30 years of environmental related experience. Mr. Stegink has been a Project Manager for Envirologic since 1991. Between 1984 and 1991, Mr. Stegink served as a Chemist and Operations Manager for a commercial hazardous waste treatment facility. Mr. Stegink's expertise includes transactional environmental liability, property assessments including Phase I and II ESAs, Baseline Environmental Assessments, Brownfield Redevelopment, hazardous waste management, underground storage tanks, stormwater management, and environmental policy and regulations.



Zach Curry

Project Scientist

Zach Curry worked under the supervision of Mr. Stegink. Mr. Curry holds an Associate's Degree in Applied Arts and Science from Muskegon Community College and a Bachelor of Geology from Grand Valley State University. He has conducted original research and field studies in a variety of settings from glaciated Precambrian bedrock in Minnesota to sedimentary beds in Kentucky. Mr. Curry is proficient with ArcGIS software to map and analyze geologic features.

Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100



**RESOLUTION NOTIFYING TAXING UNITS
AND CALLING PUBLIC HEARING REGARDING
APPROVAL OF AMENDMENT TO THE BROWNFIELD PLAN OF THE
CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**

**Harbor West LLC
1000 West Western Ave.**

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 offices and virtually online, on the 26th day of May 2020, at 5:30 p.m., prevailing Eastern Time.

PRESENT:

Members _____

ABSENT: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, pursuant to Act 381, the City Commission of the City duly established the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared and approved Brownfield Plan Amendments to include **Harbor West LLC (1000 West Western Ave.)** and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendments to the City Commission requesting its approval of the Brownfield Plan Amendments and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the Muskegon City Commission desires to hold a public hearing in connection with consideration of the Brownfield Plan Amendments as required by Act 381; and

WHEREAS, prior to approval of the Brownfield Plan Amendments, the City Commission is required to provide notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture, to express their views and recommendations regarding the Brownfield Plan Amendments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Commission hereby acknowledges receipt of the Brownfield Plan Amendments from the Authority and directs the City Clerk to send a copy of the proposed Brownfield Plan Amendments to the governing body of each taxing jurisdiction in the City, notifying them of the City Commission's intention to consider approval of the Brownfield Plan Amendments [after the public hearing described below].

2. A public hearing is hereby called on the 9th of June, 2019 at 5:30 p.m., prevailing Eastern Time, in a virtual online meeting to consider adoption by the City Commission of a resolution approving the Brownfield Plan Amendments.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Ann Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Lease – 292 West Western
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to enter into a 5-year lease at 292 West Western.	
Detailed Summary: City staff is seeking approval to enter into a leasing agreement with Sweetwater Development for approximately 6,800 square feet of retail space at 292 West Western Avenue. Key terms include: 1. Possession and rent commencement 30 days after certificate of occupancy issued by SAFEbuilt – currently estimated for July/August 2021. 2. Space finished to the level of “white box.” 3. 5- year term, with option to sublease or terminate to accommodate a private business 4. Rental rate of \$17 per square foot, plus 17% of common area maintenance costs. Note that any lease payments would be made beginning in FY 2021-22, and would be accounted for as part of the budget development in May/June of 2021. The purpose of the initial lease is to allow construction to commence while permanent tenants are identified.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to enter into the lease agreement as presented, and further authorize the City Manager to assign or sublet up to 100% of the leased space per the terms of Section 23 of the Agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

LEASE OF SPACE IN COMMERCIAL BUILDING

LEASE AGREEMENT made and entered into this _____ day of _____, 2020, by and between:

SWEETWATER DEVELOPMENT PARTNERS, LLC
a Michigan limited liability company
22 S. Harbor Dr., Ste. 101
Grand Haven, MI 49417

"hereinafter referred to as Lessor", and

THE CITY OF MUSKEGON
933 Terrace St.
Muskegon, MI 49440

"hereinafter referred to as Lessee"

WHEREAS, the City of Muskegon has committed to providing continued assistance in the development of the Leonard Project 292 West Western Avenue by executing this Lease Agreement; and

WHEREAS, the parties acknowledge that it is not the intent of the City of Muskegon to occupy the space but rather to assign or sublet the premises; and

WHEREAS, it is the intention that the City of Muskegon's lease obligation and financial obligation commence on the date a Certificate of Occupancy is issued by the City's Building Department for the building.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

WITNESSETH:

1. The Premises. The Lessor in consideration of the rents and covenants herein specified, does hereby Let and Lease to Lessee that portion of Lessor's Premises located at 292 West Western Ave., Muskegon, Michigan, and consisting of one (1) floor of the premises consisting of approximately 6,800 square feet. The floor leased by Lessee shall be designated by Lessor on the date of issuance of the Certificate of Occupancy. This floor shall consist of the designated retail/commercial space within the premises.

2. Term. The term of this Lease shall commence thirty (30) days after a Certificate of Occupancy is issued by the City of Muskegon's Building Department for the building and shall continue for a period of five (5) years thereafter unless sooner terminated as provided by this lease. It is specifically contemplated by the parties that the leased space, unless otherwise agreed to in writing between the parties, shall not be ready for occupancy but shall be in a "white box" stage.

3. Compensation or Rent. Lessee shall pay to Lessor monthly rent of Nine Thousand Six Hundred Thirty-three & 00/100ths (\$9,633.00) Dollars in equal monthly installments in advance on the first day of each month; where applicable the first and/or second months rent shall be adjusted so the payments may be made on the first day of the month. The rent shall be payable at the office of the Lessor or such other place as the Lessor may designate in writing. Any rent payment not paid by

the 10th of each month, if accepted by Lessor, shall be accompanied by a late payment fee in the amount of Fifty (\$50.00) Dollars per day for each and every day said payment is late subject to a maximum late payment charge of Two Hundred Fifty (\$250.00) Dollars per payment. Thereafter the unpaid rent and late payment fee shall bear interest on the unpaid portion at the rate of 1.5% percent per month.

4. Additional Rent; Building Operating Expenses. In addition to the rent specified pursuant to Paragraph 2 hereof, Lessee shall pay to Lessor, as additional rent, Lessee's pro rata share of the general operating expenses for maintaining the building. Lessee is assigned 16.67% of the general operating expense. For purposes of this Lease, the term "operating expenses" shall include the following:

- i. All property taxes and assessments; real, personal, general and special (except personal property for any Lessees' property);
- ii. Water bill, sewer bill, trash removal, common area lighting maintenance and electricity, property management fees, maintenance services contracted for by Lessor;
- iii. General maintenance and repairs for building (including roof, elevator and parking lot), seasonal maintenance contract, repairs or replacement of heating and air conditioning equipment and utility services;
- iv. Janitorial services, snow removal, landscaping and parking lot cleanup;
- v. Insurance premiums;
- vi. Repairs and general maintenance to common areas

The additional rent as provided herein shall be calculated by the Lessor periodically in an itemized "operating expense bill" which shall be provided to the Lessee. The initial Building Operating Expenses shall be estimated by the Lessor and shall be paid monthly as additional rent as provided in Paragraph 3 herein. The Building Operating Expenses may be adjusted to reflect actual costs upon sixty (60) days written notice by Lessor. On or before March 1st each year, the Lessee shall be provided with an annual statement of actual Building Operating Expenses which shall be reconciled with any Lessor billings.

5. Use of Premises. Lessee is granted the right during the term of this lease, or any renewals hereof, to occupy and use the leased premises for any purpose meeting the zoning requirements of the City of Muskegon. Lessor reserves the right to restrict other uses which may in the Lessor's sole discretion, be inappropriate for the desired commercial nature of the property and/or in conflict with another Lessee. In no event, shall the premises be used for any purpose which is unlawful or contrary to regulations to which leased premises are subject or which would interfere, annoy or disturb other lessees of the premises.

THE FOREGOING BASIC LEASE INFORMATION IS INCORPORATED INTO AND MADE A PART OF THE LEASE, BUT DOES NOT CONSTITUTE THE ENTIRE LEASE. LESSEE ACKNOWLEDGES THAT IT HAS READ ALL OF THE PROVISIONS CONTAINED IN THE ENTIRE LEASE AND ALL OF THE EXHIBITS WHICH ARE A PART THEREOF AND AGREES THAT THIS LEASE, INCLUDING THE BASIC LEASE INFORMATION AND ALL EXHIBITS, REFLECTS THE ENTIRE UNDERSTANDING AND REASONABLE EXPECTATIONS OF THE LESSOR AND LESSEE REGARDING THE PREMISES. LESSEE ALSO ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THIS LEASE PRIOR TO EXECUTION AND TO CONSULT LEGAL COUNSEL AND SUCH OTHER ADVISORS AS LESSEE DEEMS APPROPRIATE. IN THE EVENT ANY CONFLICT EXISTS BETWEEN ANY BASIC LEASE INFORMATION AND THE LEASE, THEN THE LEASE SHALL CONTROL.

LESSOR:

SWEETWATER DEVELOPMENT
PARTNERS, LLC

BY: _____
Its. Corey V. Leonard, Member

LESSEE:

THE CITY OF MUSKEGON

BY: _____
Its.

LEASE OF SPACE IN COMMERCIAL BUILDING

The following constitutes the additional terms and conditions of the Lease of Space in Commercial Building with Sweetwater Development Partners, LLC for the premises located at 292 West Western Ave., Muskegon, Michigan.

6. Signage. Lessee has the right to utilize twenty five (25%) percent of the allowable exterior signage on the building in conformance with the sign ordinance for the City of Muskegon. All interior signage shall be in conformance with the sign ordinance of the City of Muskegon.

7. Condition of Property. Lessee agrees to accept the property upon the issuance of a Certificate of Occupancy for the premises by the City of Muskegon.

8. Personal Property Taxes. Lessee shall pay Lessee's personal property taxes which are assessed or imposed upon Lessee's personal property or any part thereof.

9. Utilities. The Lessee shall pay all charges for all individually metered gas, electricity, light, heat, power, water, sewer and telephone or other utility or communication service used, rendered, or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damages on such account. Lessee shall also be responsible for water and sewage charges which will not be separately metered but Lessee shall be responsible for payment of pro-rata share water and sewage charges for the building (See Paragraph 3) which charges shall be payable thirty (30) days from the date of invoicing by the Lessor. Lessee shall be responsible for providing trash removal from dumpsters located outside the building and be responsible for payment of said charges.

10. Maintenance; Alterations or Improvements. Lessee shall, at Lessee's sole expense, be responsible for any alterations and improvements beyond those improvements in place and may be made only with the prior written consent of Lessor.

Any further additions or improvements made by the Lessee after such consent shall have been given, shall remain the property of Lessor without compensation to Lessee except that any fixtures installed as a part thereof shall remain the property of Lessee upon expiration or other sooner termination of this lease provided, however, that Lessor shall have the right to require Lessee to remove such fixtures, additions or improvements. In the event of any such removal, Lessee shall make all repairs necessitated by such removal so as to leave the premises in a like condition as when taken except for ordinary wear and tear.

Lessee shall be responsible for all items of routine maintenance and general upkeep and repair of interior of the leased premises. Lessor shall arrange for maintenance and repair of heating and air conditioning units including and for the determination for the time of replacement of such units as necessary. Lessor shall also arrange for all structural repairs, repairs to the exterior of the building, including without limitation walls, roof and roofing, foundation, sidewalks, parking lots and drive areas unless such repairs are necessitated due to the intentional acts or negligence of Lessee or Lessee's invites in which event Lessee shall be responsible to reimburse Lessor for such repairs. Lessee shall be responsible for and pay for loss, breakage and repairs of glass doors and windows within its space.

11. Hazardous Materials. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the premises by Lessee, Lessee's agents, employees, contractors or invites, without first obtaining the Lessor's written consent. If Hazardous Substances

are used, stored, generated or disposed of on or in the Premises and the premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of the Lease and as a result of such contamination by the Lessee. The indemnification includes, without limitation, any and all costs incurred due to any investigation of the site and or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and such presence results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain Lessor's approval for such remedial action.

As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Michigan or the United States Government. "Hazardous Substance" includes any and all material or substance which are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to local, state or federal government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.

Lessor warrants that neither Lessor, nor to Lessor's knowledge, has any third party used, generated, managed, treated, or disposed of any regulated or environmentally hazardous substance on, under or about the demised premises or transported any regulated or environmentally hazardous substance to or from the demised premises. Lessor further warrants that it has no knowledge of the presence of any regulated or environmentally hazardous substances in, on or within reasonable proximity to the demised premises, nor of any existing violations of any laws, rules, regulations, or ordinances, including without limitation, any environmental laws against or upon the demised premises. Should Lessor or Lessee, during the term of this lease, or any extensions thereof, become aware of the existence of any regulated or environmentally hazardous substance being present on the demised premises, Lessor shall promptly remove the source of said substance. If Lessor is unable, for any reason, to promptly cure said condition, then Lessee may terminate said lease at Lessee's option. Lessor further warrants that it will indemnify and hold Lessee harmless from any and all losses, claims, injuries, or causes of action (including reasonable attorneys' fees) arising out of or caused by the existence of any such hazardous or regulated substances, not created by or brought on the demised premises by Lessees, during the term and any renewals of this Lease. This indemnification and hold harmless provision shall survive termination of this Lease.

12. Mechanical Failures. Lessor shall not be liable for any damage on account of the stoppage or failure of operation of any part of the electrical facilities, whether for necessary or desirable repairs or improvements thereof, or occasioned by accident or other cause. All personal property in the demised premises shall be at the risk of Lessee only, and Lessor shall not be liable for any loss of or damage to said personal property, to the said premises or to Lessee arising from the bursting, stopping or leaking of water, gas, sewer or steam pipes, the stoppage or failure of operation of any part of the mechanical plant of the building, or heating, air conditioning, plumbing or electrical facilities, or from any acts or neglect of co-tenants or other occupants of the building, or any other persons.

13. Insurance.

a) Lessor shall, at Lessor's own expense, keep the said building insured in the name of Lessor against loss and damage by fire or other casualties in the amount, in manner and in such companies as shall be selected by Lessor.

b) Lessee shall, at its own expense, provide and keep in force: (i) workers compensation insurance covering all its employees in at least the minimum amount required by Michigan law; (ii) general public liability insurance protecting Lessee and Lessor against all claims for damages to persons or property or for loss of life or of property occurring upon, in, or about the leased property, to such limits as Lessor may reasonably, from time to time, require in respect to injuries to any one person, in respect to any one accident or disaster or incident of negligence, and in any respect to property damage. Limits of One Million (\$1,000,000.00) Dollars in respect to injuries to any one person, One Million (\$1,000,000.00) Dollars in respect to any one accident or disaster or incidence of negligence and Two Hundred Fifty Thousand (\$250,000.00) Dollars in respect to property damage are deemed reasonable as of the date hereof.

c) Lessee shall at its own expense, provide and keep in force such other insurance against insurable hazards in such amount as may from time to time be required by Lessor, provided that such insurable hazards are commonly insured against with respect to similar premises.

d) With regard to obtaining of any insurance, as above provided, Lessor shall cooperate in obtaining insurance coverage by providing Lessee with plans, specifications, cost figures and other relevant materials in Lessor's possession.

e) Every policy or policies of insurance issued pursuant to this paragraph will be issued by a company or companies licensed in Michigan and will provide that such policy or policies will not be canceled without the insurance company first giving Lessee written notice thereof at least ten (10) days before such cancellation shall become effective. Lessee shall, provide Lessor with a Certificate of Insurance showing Lessor as an additional insured within ten (10) days hereof.

14. Compliance With Law. Lessee shall comply with and shall observe all laws, ordinances, rules and regulations of all public authorities relating to the use of the leased premises, and to the taking of or the requirement for the installation of any permissible improvements thereon in compliance with all lawful requirements of the Local Board of Fire Underwriters and any local Fire Code.

15. Quiet Enjoyment. Lessor covenants that Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term thereof.

16. Repossession. In the event any rent or other sums shall be due and unpaid ten (10) days after the due date, or if default be made by Lessee in any of the other conditions, covenants and agreements herein contained, and Lessee shall fail to cure and correct such default within thirty (30) days after written notice delivered by mailing thereof to Lessee by first class mail at the demised premises, or any other designated address, then it shall be lawful for the Lessor to exercise its rights under the Michigan Laws made and provided. A formal notice to quit prior to proceedings for possession shall not be deemed to be a termination or cancellation of the Lease, notwithstanding that said notice by its terms purports to terminate the Lease but the same shall be deemed as notice for repossession. In case of default of any of the covenants herein contained, if default shall not have been corrected as hereinabove provided, and after demand for possession by Lessor, Lessor shall have the right immediately to enter summary proceedings under the

statutes of Michigan for the recovery of possession of said premises. Lessee agrees to pay all reasonable costs (including actual and reasonable attorney fees) incurred by Lessor as a result of a successful recovery of possession of the premises or action to enforce the terms of this lease due to any default of the Lessee.

17. Eminent Domain. If the leased premises are taken by a public authority under the power of eminent domain, Lessee shall be entitled to a pro rata refund of any rent paid in advance. Lessor and Lessee, in any condemnation proceedings, shall each be entitled to recover their own damages in any such condemnation proceedings and to furnish any and all information that Lessor may request in such attempt and provided further that Lessor agrees to cooperate with Lessee in Lessee's attempt to recover damages in any such condemnation proceedings and to furnish all information that Lessee may request in such attempt.

18. Waiver; No Subrogation. Lessor shall not be liable to Lessee or those claiming by, through or under Lessee for any injury to or death of any person or persons or the damage to or theft, destruction, or loss of use of any property caused by casualty, theft, fire or third parties, or by any other matter beyond the reasonable control of the Lessor, or for any injury, damage or inconvenience which may arise through repair or alteration of the part of the premises, or the failure to make repairs or from any other cause, except if such loss is caused by the Lessor's gross negligence or willful misconduct. Lessor and Lessee each waive any claim it might have against the other for any damage to or theft, destruction, loss or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the premises or the Lessors or Lessees fixtures, personal property, leasehold improvements or business as required to be insured against under the terms hereof, regardless of whether the negligence or fault of the other party caused such loss. Lessee shall cause this insurance carrier to endorse all applicable policies waiving the carriers right of recovery under subrogation or otherwise against the Lessor.

19. Fire and Other Casualty. In the event the building on the leased premises or any other building located thereon shall be damaged by fire or by the elements or other casualty, Lessor, at Lessor's sole discretion may with Lessee's assistance, reconstruct, repair or rebuild to the extent necessary to make the same substantially similar in character and value of the building so damaged: provided, however in the event such loss shall render the buildings totally unusable to the extent that business cannot be conducted therein by the Lessee rent shall abate until said buildings shall have been put back in condition substantially similar to their condition immediately prior to said loss: provided, if this building is partially destroyed by fire or the elements or other casualty, and are not rendered totally unusable by Lessee, the Lessee shall pay such proportion of the rental herein provided as the part of the buildings that may be used for the business of the Lessee bears to the whole thereof. If said damage shall occur in the last ninety (90) days of the last renewal term, this lease shall terminate as of the date of said damage.

20. Default. Lessee shall observe and perform all of the covenants and conditions contained herein and if default shall be made by the Lessee in the payment of rent or if the Lessee shall fail to perform any other of said covenants or conditions or if said leased premises shall be deserted or vacated by Lessee, the Lessor may, thirty (30) days or more after notice in accordance with Paragraph 13 without Lessee securing any such non-payment of rent or default, exercise its right under Michigan Laws made and provided. All rentals and other sums due Lessor hereunder shall immediately become due and payable.

Lessee agrees that if the estate created herein shall be taken in execution, or by other process of law, or if Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property for the benefit of creditors, then and in such event this

lease may be canceled at the option of Lessor. In the event Lessor shall obtain possession by re-entry, summary proceedings, otherwise, Lessee agrees to pay Lessor any expenses and commissions which may be paid in or about the letting of the same and all other losses or damages incurred by Lessor.

21. Rules and Regulations. Lessor reserves the right to adopt from time to time such rules and regulations for the operation of the building and with respect to the activities of all persons thereon as are customary for buildings of this character and are not inconsistent with the provisions of this Lease. Written notice of any and all rules shall be give by Lessor to Lessee. Lessee and its agents, employees, invites and licensees shall comply with all such rules and regulations provided, however, that nothing herein shall be construed to impose a duty upon Lessor to enforce such rules and regulations, or the provisions of any other Lease, against any other tenant of the building, and Lessor shall not be liable for any violation thereof by any Lessee, its agents, employees, invites or licensees.

22. Attorney Fees. In the event of any default in the payment of any sums due hereunder or any other default of this Lease Agreement and the failure by Lessee to cure said default as provided in the Lease, then the Lessee agrees to pay any and all costs and expenses of enforcing the Lease, including actual and reasonable attorney fees (whether or not legal proceedings are commenced), and including all other costs and expenses incurred with respect to enforcement of the Lease or collection of sums due hereunder.

23. Assignment or Subletting. It is specifically contemplated by this agreement that Lessee will assign or sublet the premises. Any assignment or subletting of the premises shall be subject to the reasonable approval of Lessor that the business of any Sublessee or Assignee is consistent with the other businesses located in the premises and has the financial ability to fulfill the Lease obligations.. Upon the event of such assignment or subletting, the Lessee shall be released from performance of all obligations under this lease.

24. Right of Entry. During the last ninety (90) days of any lease term so long as an applicable option to renew shall not have been exercised by Lessee, or if Lessee continues to be a holdover tenant, Lessor may display in and about the demised premises "For Rent" or "For Sale" signs and may have reasonable access to the demised premises for the purpose of exhibiting same to prospective tenants.

25. Severability. Any paragraph, clause or condition herein which shall be declared by any court to be ineffective and/or unenforceable, shall be stricken from this agreement and this agreement shall be operative and constructed as if such stricken clause, paragraph and/or condition shall not have been included in this agreement in the first event.

26. Notice. Any notice required to be given in writing under the provisions of this lease shall be deemed to be delivered if given personally to the party entitled to such notice or if deposited in the U.S. mail and addressed with business address of the party entitled to such notice with postage thereon fully prepaid.

27. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of Lessor's duties under this lease.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Expanded Use of Public Property During COVID-19 Emergency
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Due to the COVID-19 pandemic and limited occupancy businesses are facing, staff is requesting approval to administratively review and approve requests from City businesses to expand seating and retail areas onto portions of public property.	
Detailed Summary: The COVID-19 pandemic has affected businesses across the City in unprecedented ways. It is anticipated that businesses will be allowed to re-open in our region soon. Current guidance and executive orders are indicating that when businesses re-open they will be faced with reduced occupancy limits. Many businesses, especially restaurants and bars, operate on slim profit margins and depend on their normal occupancy levels to remain profitable. Communities across the country are pursuing various ways to allow businesses to gain additional occupancy by expanding outdoors. While businesses would still be required to maintain proper social distancing standards outdoors, this can allow customers to be in an open-air setting which is believed to carry less risk while also allowing the business to make up some of their lost indoor seating or retail space. Many businesses across the City are contiguous to public property and the City has a unique opportunity to allow businesses to expand their footprint onto public property, including sidewalks, parking spaces, and streets. The Michigan Liquor Control Commission (MLCC) has changed their rules to allow for a "Limited Permanent Outdoor Service Area". Recently, 18th Amendment has approached the City and asked for approval to use public property to expand their seating area, including the use of the street. The MLCC's application requires local governmental authorization to use the public property as part of the application review. These applications are only approved through the fall season and expire October 31, 2020. It is anticipated that other liquor license holders will also wish to use public property to expand. It is also anticipated that additional restaurants or retail businesses will also wish to do the same. Staff is recommending that we allow interested businesses to request approval to expand onto public property in order to help them get closer to or reach their normal occupancy level. This could include city streets in some areas. Due to every day being critical to business success this summer and fall, staff is requesting your approval for staff review and approval of these requests. Each business owner would be required to list the City as an additional insured and submit a site plan showing their requested use of public space. The site plan would need to include how pedestrian traffic and ADA accessibility will be maintained. Those requesting approval of public	

space for liquor purposes will be required to follow all MLCC rules related to securing the approved area with barriers, monitoring exits, and intoxicated persons.

The Directors of Public Safety, Development Services, Public Works, and City Manager will review each request for approval.

Attached is a proposed plan to use public space along Western Ave between 2 and 3rd as well as 4th and 5th. Other areas of the Downtown and City are also open to review. Staff recognizes that not all businesses may be able to be accommodated or expand onto public property but staff's goal is to be as flexible as possible to support as many businesses that wish to make a request.

Amount Requested: N/A

Amount Budgeted: N/A

Fund(s) or Account(s):

Fund(s) or Account(s):

Recommended Motion:

To authorize City staff to approve reasonable use of public property to allow business owners to expand their seating or retail footprint during the COVID-19 virus protection period in the summer and fall of 2020, provided the Directors of Public Safety, Municipal Services, Public Works, and City Manager concur on the approval, and the approvals expire October 31, 2020.

Check if the following Departments need to approve the item first:

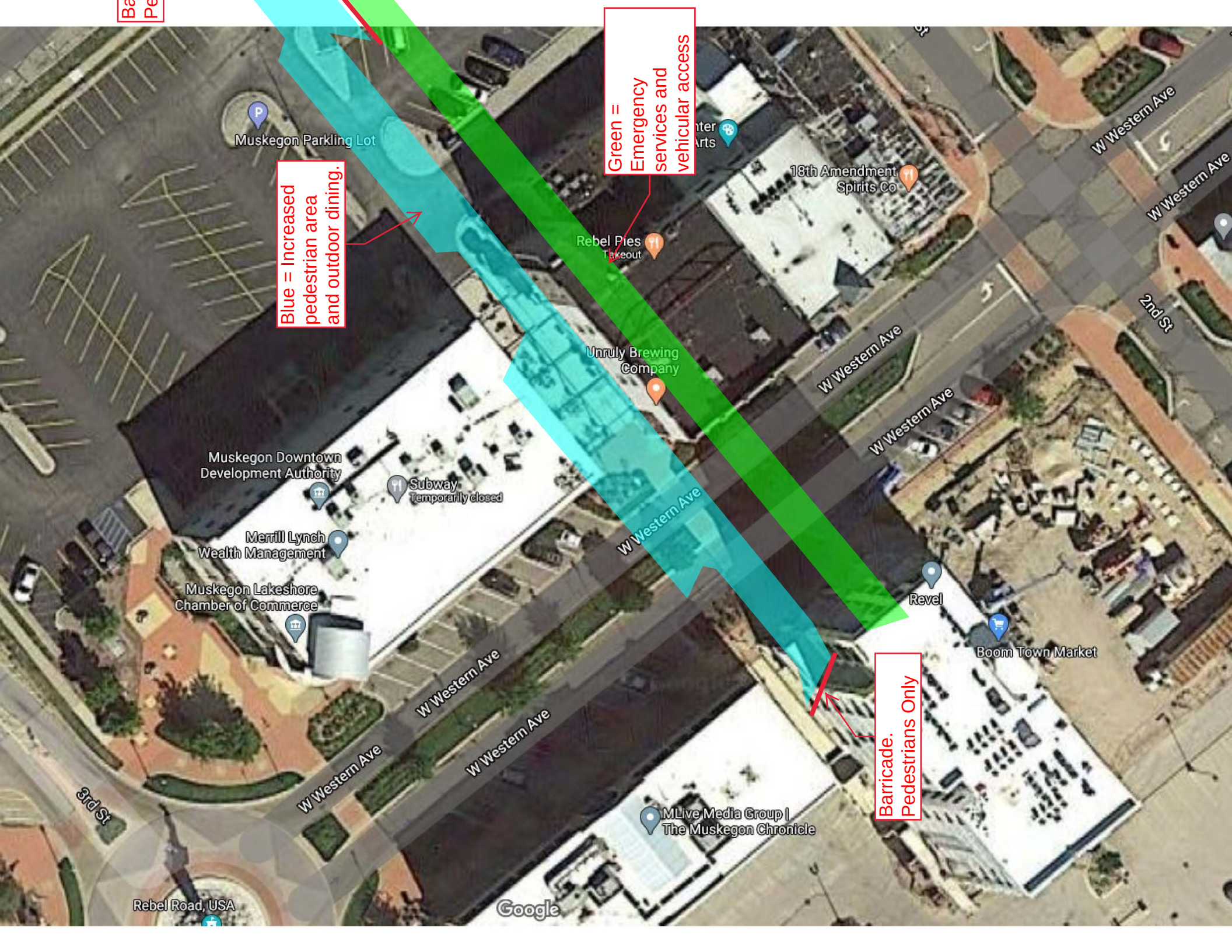
Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:



Bas
Pe

Blue = Increased
pedestrian area
and outdoor dining.

Green =
Emergency
services and
vehicular access

Barricade.
Pedestrians Only



RAD DADS' Tacos
& Tequila Bar
Takeout

Barricade with opening
for Emergency Services

4th St

Birth Of Snurfer And
Snowboarding...

The Humidor

West Michigan
Labor Council

Pigeon Hill Brewing
Co. Taproom

Skees Tees by
Y-Knot Embroidery

Blue = Increased pedestrian
area and outdoor dining.

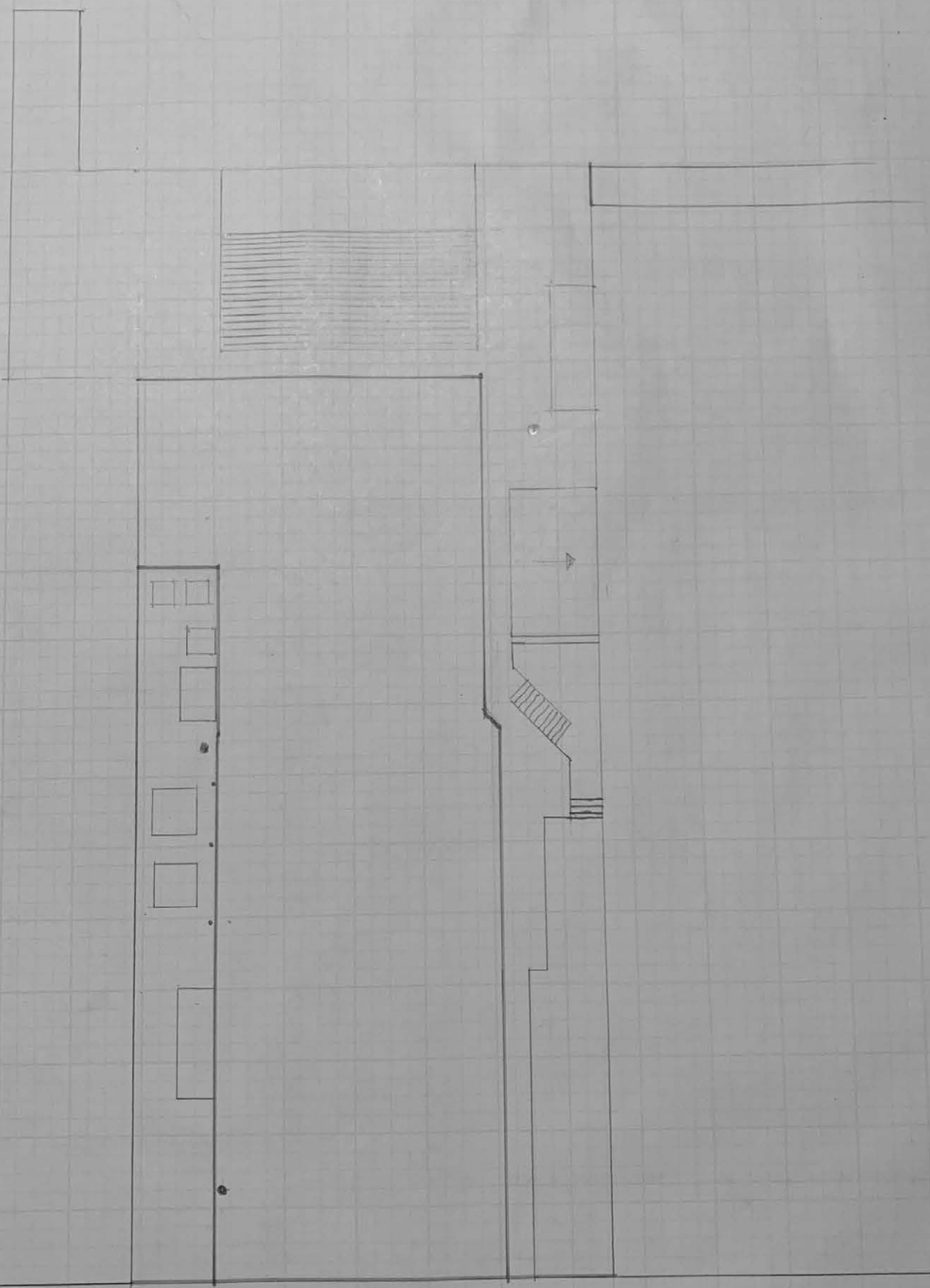
Green = 12 FT wide clear path for
pedestrians / emergency services

5th St

W Western Ave

Barricade with opening
for Emergency Services

Lakes
Museum Center
History museum
interactive ex



8' wood fence
12" partition for sand
wood lap "barch" fence



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2020	Title: Purchase Agreement 1188 4 th St
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to enter into the attached purchase agreement.	
Detailed Summary: 1188 4 th Street was a regular area of concern among neighbors. In an attempt to help mitigate the concerns, the City purchased the property and completed a renovation. The property was listed on the MLS for \$229,900; an offer was accepted for \$225,000. Staff is seeking permission to approve the purchase agreement and complete the sale. Note that this property is part of the scattered site brownfield project. Any difference in sales price and renovation cost will be recovered via tax capture.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager sign the purchase agreement and complete the sale.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

47

DATE: 05/21/2020 (time) _____ # _____
MLS # 20017194

SELLING OFFICE: Nexes Realty Inc. BROKER LIC.#: 6505286876 REALTOR® PHONE: 286-9461

LISTING OFFICE: CB Woodland Schmidt REALTOR® PHONE: 557-9803

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Scott Bodenberg Email: sbodenberg@nexesrealty. Lic.#: 6501374644

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☒ Buyer has received Seller's Disclosure Statement, dated 05/12/2020. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement with respect to the structural/mechanical/appliance systems prior to closing.
☐ Buyer has not received Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, Muskegon County, Michigan, commonly known as 1188 4th St./Ave. 49441 Zip Code, with the following legal or tax description:

City of Muskegon Revised Plat of 1903 W 92 FT Lot 8 BLK 367

PP# 24205367000800

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) n/a division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 225,000.00
Two Hundred and Twenty-five Thousand and 0/100----- U.S. Dollars

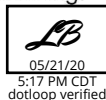
7. **Seller Concessions**, if any: NONE

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Good-Faith Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 80 % of the Purchase Price bearing interest at a rate not to exceed 4.5 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 2 days after the Effective Date, not to impair the Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$ 100.00 representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize



Buyer's Initials

Seller's Initials

47

Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

Exceptions:

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. **Contingencies:** The Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of a sale or exchange of Buyer's property located at: _____ on or before _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, including the following: all buildings; landscaping; attached smart home devices; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

but does not include:

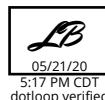
1188 4th Street Muskegon, MI

Subject Property Address/Description

05/21/2020

Date

Time



Buyer's Initials

Seller's Initials

47

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, the Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as the Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, the Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector and Seller will have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to

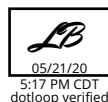
1188 4th Street Muskegon, MI

Subject Property Address/Description

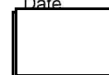
05/21/2020

Date

Time



Buyer's Initials



Seller's Initials

correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

Buyer's side to close at
Nexes Title Agency, Inc.

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer ☐ Seller (check one) shall obtain and pay for a boundary survey, certified to Buyer, with iron corner stakes and with improvements and easements located on a map of survey.

☒ No survey.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions: Seller to provide a Survey if available

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than 06/17/2020. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay the Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$250.00 _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

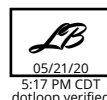
1188 4th Street Muskegon, MI

Subject Property Address/Description

05/21/2020

Date

Time



Buyer's Initials

Seller's Initials

47

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

23. **Good-Faith Deposit:** For valuable consideration, Buyer gives Seller until 1:00pm (time) on 05/22/2020 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. A Good-Faith Deposit in the amount of \$ 2,000.00 shall be submitted to Nexes Realty Inc. (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Good-Faith Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Good-Faith Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Good-Faith Deposit. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.
24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.
25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
26. **Other Provisions:**

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.
28. **Fax/Electronic Distribution and Electronic Signatures:** The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures.
29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.
30. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Buyer 1 Address _____ X Lauren Bicknack dotloop verified
05/21/20 5:17 PM CDT
UW0G-FOJT-RLXF-MLYD

Buyer 1 Phone: (Res.) _____ (Bus.) _____

Buyer 2 Address _____ X _____ Print name as you want it to appear on documents. Buyer

Buyer 2 Phone: (Res.) _____ (Bus.) _____

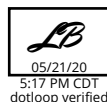
1188 4th Street Muskegon, MI

05/21/2020

Subject Property Address/Description

Date

Time



Buyer's Initials

Seller's Initials

47

DATE: 05/22/2020 (time)31. **Seller's Acceptance:** The Above Offer is Hereby Accepted: ☐ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buver that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated no changes (check one): ☐ Yes ☐ No. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.34. **Listing Office Address:** 133 Seaway Dr, Muskegon 49444Listing Broker License # 6507294351Listing Agent Name: Mary Jamieson & Charlotte Barnes EvansListing Agent License # 6505157435/65914231935. **Seller's Acknowledgment:** Seller has read this Agreement and acknowledgesU.S. Citizen? ☐ Yes ☐ No*

City Manager, City of Muskegon

Print name as you want it to appear on documents.

Seller's Address 933 Terrace Street , Muskegon MI 49440

X _____ Seller

U.S. Citizen? ☐ Yes ☐ No*

Seller's Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

*If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

DATE: _____ (time)

36. **Buyer's Receipt/Acceptance:** Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X _____ Buyer

DATE: _____ (time)

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of coun

X _____ Seller

1188 4th Street Muskegon, MI 49441

Subject Property Address/Description

Date

Time

