City of Muskegon
City Commission Meeting
Agenda

May 23, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

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Pages

1. **Call To Order**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Honors, Awards, and Presentations**
   - 5.a **Muskegon Pride Center**
   - 5.b **Seaway Run Presentation**
6. **Public Comment on Agenda Items**
7. **Consent Agenda**

14. Adjournment

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the April 25, 2023 Regular Commission Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the minutes.	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

City of Muskegon

City Commission Meeting

Minutes

April 25, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present:	Mayor Ken Johnson Commissioner Rachel Gorman Commissioner Rebecca St.Clair Commissioner Eric Hood Vice Mayor Willie German, Jr. Commissioner Michael Ramsey (left at 9:50 p.m.) Commissioner Teresa Emory
Staff Present:	City Manager Jonathan Seyferth City Clerk Ann Meisch City Attorney John Schrier Deputy City Clerk Kimberly Young

1. Call To Order

The Regular Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m. on Tuesday, April 25, 2023. Mayor Johnson called the City Commission Meeting to order at 5:30 p.m.

2. Prayer

Pastor Russ Damm, Oakcrest Church of God, opened the meeting with prayer.

3. Pledge of Allegiance

The Pledge of Allegiance to the Flag was recited by the Commission and the public.

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a New Staff Introduction - Public Safety

Police Community Coordinator, Emily Morgenstern

Chief Kozal introduced Emily Morgenstern, new to the Department of Public Safety, as the Police Community Coordinator.

5.b Women Veterans Day

Mayor Johnson presented a resolution recognizing WINC (Women Injured in Combat) and declaring April 26 of each year as Women Veterans Day in Muskegon.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-54

Motion by: Vice Mayor German
Second by: Commissioner Hood

To accept the consent agenda as presented, minus item g and m.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the March 28, 2023 Regular Meeting and the March 29, 2023 Special Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b Health and Dental Care Renewal - Finance

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 June 1, 2023, for the period June 1, 2023 to May 31, 2024. The following are changes effective June 1, 2023.

1. Renewal rates increased by 5%. Medical Inflation and Trend are 6.66% for Medical and 7.93% for Prescription.

Demographic	2022	2023
Single	$572.44	$604.78
Double	$1,287.99	$1,360.75
Family	$1,545.59	$1,632.91

2. Each year out-of-pocket maximums are adjusted by the insurance carrier. This year the change to out-of-pocket maximums are as follows:

Demographic	2022	2023
Single	$8,550	$9,100
Double/Family	$17,100	$18,200

3. Our Health Reimbursement Arrangement (HRA) is running very well. Our annual projection for this current (2022/23) plan year payout will be around $361,369.24.

4. Our Deductible needs to be met before the Coinsurance starts. It is looking like only around 13 people meet their deductible and coinsurance for 2022/2023 plan year.

	2022	2023
Annual Employee	$403,419.38	$271,171.37
Annual HRA Employer	$361,369.25	N/A
Annual Employer	$2,117,951.74	$2,440,542.31
Annual Hard Cap	$2,647,020.05	$2,774,084.40

5. For our self-funded contract, which includes 2 segments, those retirees under 65 and those over 65. We have 7 large claims currently in the self-funded plan. The renewal rates for the self-funded plan are as follows:

	Enrolled	Current	Renewal	Increase/Decrease
Admin Fee	157	$51.68	$52.85	2.0%
Aggregate Premium	157	$13.76	$14.72	7.0%

6. Delta Dental rates will remain the same for 2023-24. There are no plan changes. The city offers three benefit packages dependent on where you work.

	Single	Double	Family
Basic (Police & Fire)	$26.80	$50.40	$101.28
Enhanced (Non-Union)	$32.68	$61.19	$122.25
Union Enhanced (union)	$31.24	$59.33	$120.50

7. Vision rates will stay the same and there will be no changes in benefits.

8. Payroll contributions will be 10% employee paid on a bi-weekly basis. The 10% payroll contribution includes medical rates, and HRA payments.

AMOUNT REQUESTED: $2,711,713.68

AMOUNT BUDGETED: $2,711,713.68

STAFF RECOMMENDATION: To renew the health and dental plans with the current increase.

7.c **Hard Cap Exemption - Finance**

The State of Michigan has a hard cap exemption for the employer portion of health care. The health care renewal for the June 1, 2023 to May 31, 2024 has the employer paying $2,784,987.31. The State of Michigan hard cap is $2,774,084.40. This is based off 69 single, 43 double and 77 family participants.

STAFF RECOMMENDATION: To adopt the annual Exemption option for the medical benefit plan coverage year June 1, 2023 through May 30, 2024.

7.d **ARPA Community Grant Review Committee - City Manager**

Removed per staff request.

7.e **Adelaide Pointe Construction Engineering - DPW**

Staff requests authorization to enter into a contract with ENG. Inc. to perform third-party construction engineering services for the roads and public utilities on the Adelaide Pointe development site.

In February of 2022 at the developer's request, staff issued an RFP for design and construction engineering services at Adelaide Pointe. At the time it was thought that the hired firm would design and oversee the installation of the public infrastructure. Three firms submitted, and a summary of the qualifications-based scoring is shown below:

Submitting Firm	Score (Base 1000)
HRC, Inc.	730
ENG. Inc.	825
Edgewater Resources	355

ENG. was the highest-scoring firm, although no award was made due to changes in how the design and contracting was done.

The developers engineer ended up designing the project, and permits are now being issued. Construction on the public infrastructure is expected to begin this month, and may be completed this year.

The need for construction engineering services has not changed, and in fact is now greater than before due to the developer's engineer having designed the infrastructure. ENG. has submitted a revised proposal that covers only the construction services. Staff find their proposal as compelling as before, and requests authorization to hire them to oversee this historic investment in Muskegon's waterfront.

This is an unbudgeted item for FY23, however all costs are covered by special funds (roads, water and sewer). The costs will be budgeted in FY24 as shown below.

AMOUNT REQUESTED: $25,000 (FY23)

AMOUNT BUDGETED: $0 (FY23)

AMOUNT REQUESTED: $28,250 (FY24)

AMOUNT BUDGETED: $281,250 (FY24)

FUND OR ACCOUNT: $60,637.50 (Water, 591) - $43,487.50 (Sewer, 590) - $202,125 (Streets, 203)

STAFF RECOMMENDATION: Authorize staff to enter into a contract with ENG. Inc. for third-party construction engineering services for the public infrastructure at the Adelaide Pointe site in the amount of $306,250.

7.f **<u>Olthoff Drive Extension Contract Award - DPW</u>**

Staff is requesting approval of a contract with Terra Contractors, Inc. in the amount of $1,043,104.60 for the extension of Olthoff Drive, with funds from a TEDF Category A grant from MDOT and remaining funds from an MEDC grant related to the demolition of the prison.

On March 14, 2023, Commission approved a grant agreement with MDOT that awarded up to $630,000 to the City for a Transportation Economic Development Fund (Category A) Grant. The grant process has been completed, and the construction contract can now be awarded. The grant will cover 60% of the construction cost, leaving $413,104.60 to be paid out of the MEDC grant the City received to redevelop the industrial park and demolish the former prison. The two grants combined will fully cover the cost of the project.

The City received bids on December 13, 2022. Terra Contractors is recommended by staff in accordance with an “intent to award” letter that Commission received last month, for reasons outlined in that letter.

AMOUNT REQUESTED: $1,043,104.60 (Grant) AMOUNT BUDGETED: $1,043,104.60 (Grant)

FUND OR ACCOUNT: N/A (Via 202 and 482)

STAFF RECOMMENDATION: Authorize staff to enter into a contract with Terra Contractors in the amount of $1,043,104.60 for the extension of Olthoff Drive on the former prison site.

7.h Street Sweeping Contract Award - DPW

Staff is requesting authorization to enter into a three-year contract with Tri-Us Services, Inc. for street sweeping services throughout the City for 2023 through 2025 in an amount of $310,370.23 each year.

Staff issued a public bid for street sweeping services, as our previous contract had expired. A bid tab showing the results is included. The low bidder, Tri-US Services, has been performing street sweeping services for the City for many years and has always done a good job; staff recommends award to Tri-Us Services. The funds for street sweeping comes from the Sanitation Fund, which receives revenue from both the sanitation millage and the sanitation fee on the water bill. MDOT contracts with the City for sweeping of the trunklines within the City via reimbursement, and MDOT will again reimburse the City for the trunkline portions of this contract on an annual basis. The bid includes $170.00 per hour for additional sweeping services such as special events, construction sweeping, etc.

AMOUNT REQUESTED: $310,370.23 (FY23-23 Each) AMOUNT BUDGETED: $275,000 FY23 & $311,000 FY24-26

FUND OR ACCOUNT: 101-521 (Sanitation)

STAFF RECOMMENDATION: To authorize staff to enter into a three-year contract with Tri-Us Services for street sweeping for an annual cost of $310,370.23.

7.i Sale of Lots for Residential Construction to LRS Enterprises - Development Services

LRS Enterprises will complete their ARP Infill Housing Agreement with the City this calendar year, and would like to secure lots to privately build and market 9 residential for-sale homes.

Lots requested:

- 723 Sumner for construction of 2 homes (lot split)
- 725 Wesley for construction of 1 home
- 628 Mulder for construction of 2 homes (lot split)
- 396 Erickson for construction of 1 home
- 397 Marquette for construction of 1 home

- 388 Jackson for construction of 2 homes (lot split)

Total price for acquisition at 75% of True Cash Value is $15,075.00. LRS will have the opportunity to have some of that rebated to them pending final design of the homes per the lot sale policy.

STAFF RECOMMENDATION: To authorize the Code Coordinator to work with the developer and complete the sale of the vacant lots to build nine single family homes on the buildable lots as described and to have the Mayor and Clerk sign the purchase agreement and deed.

7.j **Amendment to the Zoning Ordinance - Marihuana Processing - 2nd Reading - Planning**

Staff initiated request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

The Planning Commission recommended approval of the amendments by a 7-0 vote at their March 16, 2023 meeting.

STAFF RECOMMENDATION: To approve the request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

7.k **Rezoning a Portion of 560 Mart Street - 2nd Reading - Planning**

Request to rezone a portion of the property at 560 Mart St from B-2, Convenience & Comparison Business to WM-Waterfront Marine, by West MI Dock & Market.

The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16, 2023 meeting.

STAFF RECOMMENDATION: To approve the request to rezone a portion of 560 Mart St from B-2 to Waterfront Marine.

7.l **Rezoning of 1163 Terrace Street - 2nd Reading - Planning**

Request to rezone the property at 1163 Terrace Street from R-3 Residential to B-2, Convenience & Comparison Business, by Ryan Burns.

The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16, 2023 meeting.

STAFF RECOMMENDATION: To approve the rezoning of 1163 Terrace St from R-3 to B-2.

7.g **TCO 78-2023 - Lakeshore & Southern Stop Sign Removal - DPW**

Staff requests approval of Traffic Control Order #78-(2023).

The Michigan Manual of Uniform Traffic Control Devices (MMUTCD), the document that provides guidance for installation of traffic controls, includes provisions for stop-controlled intersections such as:

- The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day, and
- An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

In the spring of 2022, a stop sign was installed at Lakeshore and Southern in accordance with the above criteria. In consultation with the Nims Neighborhood Association, DPW and the neighborhood request the stop sign be removed. It has not contributed to safety, and in fact has added to noise pollution in the area as cars speed away from the stop sign. Stop signs installed at Michigan and Franklin and at Western and Franklin around the same time have yielded better results, are not proposed for removal, and will continue to be monitored.

STAFF RECOMMENDATION: To approve Traffic Control Order #78-(2023).

Action No. 2023-55 (g)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To approve Traffic Control Order 78-2023

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.m **Amendment to the Zoning ordinance, Carriage House Requirements - 2nd Reading - Planning**

Staff initiated request to amend the form-based code section of the zoning ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

STAFF RECOMMENDATION: To approve the requested amendments to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

Carriage houses are currently required to be two stories and have a minimum depth of 30 feet.

The Planning Commission recommended approval of the amendments by a 6-1 vote at the March 16, 2023 meeting.

Action No. 2023-55 (m)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To approve the requested amendments to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirements.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Commissioner Ramsey, and Commissioner Emory

Nays: (1): Vice Mayor German

MOTION PASSES (6 to 1)

8. Public Hearings

8.a **Public Hearing Brownfield Plan Amendment, The Meadows at Harbor 31, Harbor 31 LLC - Development Services**

Harbor 31 LLC has submitted a Brownfield Plan Amendment for the Meadows at Harbor 31 Redevelopment Project - a residential development on 2.5 acres located at 177 Viridian Drive along the south shore of Muskegon Lake.

The Harbor 31 project is a 31-acre mixed use development that will include 155 market-rate apartments and townhouses, as well as a hotel, retail and office space, marina, boat sales rentals, and senior living.

The Meadows at Harbor 31 is located on 2.5-acres along Muskegon Lake. The proposed redevelopment activities will include a 21 two-story multi-family duple style residential homes with surrounding grass lawn areas, sidewalks and roadways creating a walkable community that provides access to Muskegon Lake, greenspace areas in downtown Muskegon. Sustainable development concepts are proposed throughout the project including green building techniques and low-impact development and stormwater management. The Total private investment, not including property acquisition, is approximately $7MM. Development is expected to begin this fall through 2024.

Staff comments:

- The Meadows at Harbor 31 is the third brownfield plan amendment for Harbor 31 LLC which includes Trilogy and Viridian Shores.

- The original property has been utilized for industrial use which has resulted in a widespread of contamination across the property. The developer is in the process of completing a phase ESA and will complete a BEA in the near future. The property is considered an eligible property as defined by act 381 due to the known soil contamination.

- The plan includes a total eligible activity costs of $530,700 which includes department specific activities-
$50,700, due care activities- $400,000, contingency (15%)- $60,000, brownfield plan amendment/ act 381 work plan preparation- $15,000, and brownfield plan amendment implementation- $5,000.

- The total cost for the local only MSF Non-Environmental Eligible activities is $1,430,435 which includes a contingency of 15% and 2.5% interest. The total Developer EGLE and local only MSF eligible activities costs is $1,961,135.

- Additional eligible fees include the local only City of Muskegon eligible activities with a total cost of
$644,586.
- The 2023 taxable value of the eligible property is $136,500. After completion of the development, the taxable value is estimated at $2,800,000. This Plan Amendment assumes a 1% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2026 (after the sunset of the Smart Zone tax abatement for the property).

- Capture of tax increment revenues for Developer reimbursement is anticipated to commence in 2026 and end in 2045, a total of 22 years. This Plan Amendment assumes approximately three years of additional capture of tax increment revenues (following Developer reimbursement) for deposit into a Local Brownfield Revolving Fund, if available.
- The Brownfield Redevelopment Authority approved and signed the resolution for the BPA on April 11, 2023.

STAFF RECOMMENDATION: To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, for The Meadows at Harbor 31 authorizing the Mayor and City Clerk to sign.

Contessa Alexander, Development Services, provided an overview of the project. A representative, Kirk, from Fishbeck was also in attendance to answer questions from Commission. Jake Eckholm, Development Services Director answered Commissioners questions and provided clarification.

PUBLIC HEARING COMMENCED:

Lea Markowski, suggested adding evergreens when possible and consider what it looks like from the street.

Action No. 2023-56 (a)

Motion by: Commissioner St.Clair
Second by: Commissioner Ramsey

To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, for The Meadows at Harbor 31 authorizing the Mayor and City Clerk to sign.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

8.b **2023 Consolidated Annual Action Plan - CNS**

The Annual Action Plan is available on our website for citizen review and comment period of 30 days from April 16 -May 16, 2023. A public Hearing is another opportunity to comment about the Federal CDBG and HOME program activities performed during the fiscal year 2023 (July 1, 2023 - June 30, 2024). Click on the link to view the Annual Action Plan https://muskegon-mi.gov/2023-annual-action-plan/

STAFF RECOMMENDATION: To conduct a Public Hearing for the 2023 Annual Action Plan review.

Director Sharonda Carson provided an overview of the 2023 Annual Action Plan.

PUBLIC HEARING COMMENCED:

Mark Poletti called in and believes we need more plans to help homeless and possibly provide warming shelters.

Diane Foster spoke about people who are working, single, and homeless and need our help - and suggested we should be considering providing shelter and possibly rehabilitating a school to meet this need.

Patsy Petty called in and wants to help spread the word about the programs available through Community and Neighborhood Services and also asked if there was money for new construction for low income housing.

Mr. Jenkins commented on the fact that CDBG funds are paying for the Fire Department Bond and wants to see the money used differently and wonders how it got into the CDBG.

Action No. 2023-56 (b)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To close the public hearing.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

9. Unfinished Business

10. New Business

10.a Parkland Marina Development Agreement Amendment - City Manager

This Amendment to the Parkland Marina Agreement seeks to make clear what public access will look like once Parkland Marina has developed the property. The amendment also further defines how public access will be maintained and what type of activities are allowed on the pier. This language has also been updated following the Commission work session discussion on Monday, April 10.

In early 2021 the City took action to sell a parking lot adjacent to Terrace Point Marina. The parking lot was encumbered by an easement which gave the easement holder (the owner of Terrace Point Marina) extensive rights over the property including the ability move drives and access and no structures could be built by the City without the permission of the adjacent property owner/easement holder. Parkland approached the City to purchase the property so they could develop the area with the understanding that public access would be maintained. This would have the additional benefit of creating additional taxable value for the City. Earlier this year the City Commission requested staff work to get better detail on what public access would be at the pier following development by Parkland Marina LLC. The updated Amendment to the Development Agreement defines the following:

- Provides handicapped Parking near the Terrace Point Marina Clubhouse
- Provides two access points for pedestrians (see purple paths on the map in Exhibit A)
- Allows for fishing in dedicated areas
- Allows wagons/strollers on pier, allows bikes along the southerly access point
- Parkland agrees to make $250,000 worth of improvements to public access
- With the approval of the amendment, Parkland immediately grants the public the right and a license to use the area in the same way as the former agreement.
- Parkland may only close public access for up to 30 days during construction to provide for construction of its improvements (this may be extended with the permission of the City Manager)
- A site plan (Exhibit A) of the final layout with public access noted is also included.

STAFF RECOMMENDATION: To approve the First Amendment to the Development Agreement between the City of Muskegon and Parkland Marina LLC and authorize the Mayor and Clerk to sign.

Action No. 2023-57 (a)

Motion by: Commissioner St.Clair
Second by: Commissioner Ramsey

To approve the First Amendment to the Development Agreement between the City of Muskegon and Parkland Marina LLC and authorize the Mayor and Clerk to sign.

Ayes: (2): Commissioner Ramsey, and Commissioner Emory

Nays: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Vice Mayor German

MOTION FAILS (2 to 5)

Amendment:
Motion by: Commissioner Ramsey
Second by: Commissioner Hood

To call the question.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

10.b <u>Lumberjacks Renovations to Trinity Health Arena - Arena</u>

Seek approval to develop conceptual designs, establish a project budget and complete a feasibility study to construct new team space at Trinity Health Arena. In exchange, the Lumberjacks would like to add two additional renewal options to Lumberjacks Shared Use Agreement.

Muskegon Lumberjacks Organization LLC, parent company of the USHL's Muskegon Lumberjacks, are seeking approval to construct a second story office suite above their existing players' lounge and coaches' offices with access to and a presence on the arena concourse. The proposed space would be built into the necessary locker room and supporting medical space to provide the Lumberjacks the best amenities and continued success in player recruitment. All construction would be fully funded by the Muskegon Lumberjacks Organization LLC. Due to the nature of the cost to build, the Muskegon Lumberjacks Organization LLC is requesting 2 additional 5yr renewal options added to their shared use agreement. Attached is the proposed sixth amendment as well as a general concept of construction.

STAFF RECOMMENDATION: To direct staff to continue working with the Lumberjacks regarding the exploration of the building renovation and amendment to the shared use agreement.

10.c **<u>Ottawa Bridge SHPO Meeting - DPW</u>**

The consultant working on the Ottawa Bridge removal project has asked that we share the findings by the State Historic Preservation Office (SHPO) with the public and seek feedback.

The Ottawa Street bridge is part of an MDOT project that has bundled several locally-owned bridges that need to be removed. MDOT is leading the project and funding it, the City's role is limited to providing information and guidance and approval of the final project details.

MDOT's consultant (AECOM) submitted for routine SHPO clearance, but was notified that the bridge is eligible for listing on the national register of historic places. As a result, SHPO determined that removal of the bridge would have an "adverse effect" on the bridge from a historic preservation perspective. Due to this finding, the City needs to receive feedback from the public.

It's important to remember that despite being *eligible* for listing on the historic register, that does not make an item intrinsically historic. The Ottawa bridge is not unique, nor has it attracted historic interest by the community. The bridge no longer serves a purpose – the park it leads to is accessible by a driveway from the other side of the river.

Furthermore, the bridge is in extremely poor condition and has been closed for years. The bridge is being removed because it is beyond repair. Were the bridge to be listed and the City make efforts to save it the cost would be very significant, staff believes it would be unlikely to receive grant funding, and the bridge would, at best, serve as one of two entrances to a small park.

For information and public comment only.

Dan VanderHeide address the Commission regarding the Ottawa Bridge.

PUBLIC COMMENT:

Lea Markowski - Muskegon Watershed says that people use Richards park alot - bridge is not ideal, don't discount the value of it as is.

Diane Foster - Is adamant that there was previously money set aside to repair the Ottawa Street Bridge and that there are several users. She put in a disc golf course at Richards Park.

Brian Clincy called in - he would like to see that people can get to Richards Park safely.

10.d **FY24 CWSRF Project Plan Updates - DPW**

The City's CWSRF Project Plan on file with the state for future revolving fund projects has been updated, and the City needs to receive comment and adopt the plan by resolution.

The City has taken advantage of favorable rates and even some principal forgiveness as a part of the state's Revolving Loan Fund programs to complete substantial utility improvement projects, such as the Sanford Street project currently underway. In order to be eligible for these programs, projects must be included in the City's "Project Plan" that is on file with the state department of EGLE. The specific projects proposed for the program are not known at this time; this Project Plan is simply a list of projects the City *may* propose for the program in the future. The list is used by the state to perform preliminary environmental and other clearance work so they are prepared for the projects if and when the City proposes them.

Prein & Newhof has updated our Clean Water State Revolving Fund (CWSRF) Project Plan (the plan dedicated to sanitary sewer projects) to show potential projects over the next several years. Part of the updating process includes holding a meeting where the public can comment on the plan (satisfied by today's meeting and the public comment periods within it), and a resolution by the Commission adopting the plan. The resolution is attached.

The Project Plan is included without appendices due to size. For the full version (385 pages, 55MB), please visit: DRAFT rep 2023-04-10 CWSRF Project Plan - Muskegon.pdf

STAFF RECOMMENDATION: Adopt the City's CWSRF Project Plan via the included resolution.

Barbara Marczak with Prein & Newhof presented about the FY2024 Plan for Clean Water State Revolving Fund.

PUBLIC COMMENT PERIOD:

Annie King, 675 Amity - had water brought from the street to the house and the water is not clear.

Action No. 2023-57 (d)

Motion by: Commissioner St.Clair
Second by: Commissioner Gorman

To adopt the City's CWSRF Project Plan via the included resolution.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

10.e <u>Parking Lot Lease Agreement - Development Services</u>

With the construction of Lofts at 1021 Jefferson, the road diet on Terrace, and potential development at 122 W. Muskegon (McDonald's Lot) there is no longer adequate parking for employees at City Hall without impacting citizen parking areas. Staff has identified a lease option for dedicated employee parking.

Since 2019 it has been anticipated that development and infrastructure changes around City Hall would necessitate a permanent parking amenity for city staff. The previous parking lot on 1021 Jefferson was never widely used due to the mid-block crossing on Apple Avenue to access the building. After that was constructed, most staff have parked on the diagonal spaces installed on Terrace or in the closed down McDonald's parking lot across the street. These options are no longer sustainable either, as Terrace parking is being reoriented with the road diet and our team is actively working on redevelopment options at the McDonald's site. Additionally, our insurance company has requested that we procure dedicated employee parking that we have site control over to reduce liability.

For about 18 months staff worked to negotiate a long-term lease for parking at the St. Mary's Catholic Church parking lot on Webster, and unfortunately both the church and the city could not get the Archdiocese in Grand Rapids to be particularly responsive to the concept. This arrangement would have been predicated on the city improving the parking lot substantially up front and then having a nominal lease payment moving forward.

As we experienced difficulty dealing with the Archdiocese, we reached out to the owner of Anchor Insurance who has relocated into the former Fifth Third bank building at 877 Terrace. Mr. Jim Mines has already completely rehabbed the parking lot with resurfacing, lighting, striping, and landscaping so we would have a higher annual lease payment, but no capital project on the front end. Our annual payment will be $25,000 for the first five years for 52 spaces which equates to $1.32 per space/day. This is a competitive price for commercial leases for employee parking we have found in other markets, both for covered and uncovered lots. After the fifth year, annual rent inflation would be tied to the CPI with a cap of no more than 8% each year.

AMOUNT REQUESTED: Lease value of $25,000 per year, escalated after year 5

FUND OR ACCOUNT: 101, multiple

STAFF RECOMMENDATION: To approve the lease for city parking at 877 Terrace Street and authorize the mayor and clerk to sign.

Action No. 2023-57 (e)

Motion by: Commissioner Emory
Second by: Commissioner St.Clair

To approve the lease for city parking at 877 Terrace Street and authorize the mayor and clerk to sign.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Emory

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

11. Any Other Business

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 10:56 p.m.

Motion by: Commissioner St.Clair
Second by: Commissioner Emory

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: City Manager DEI Certification
Submitted By: Jonathan Seyferth	Department: City Manager

Brief Summary: Approval for the City Manager to enroll in Cornell University's Diversity, Equity & Inclusion (DEI) online Certificate Program.

Detailed Summary & Background: As part of the City Manager's employment agreement, there's a requirement to complete a DEI certificate program (time frame is unspecified). After some research and talking with DEI practitioners, I am requesting approval to enroll in Cornell University's online DEI Certificate Program.

This program comes highly recommended and is well respected in the DEI field. I have included an endorsement of the program from Muskegon Community College's Chief Diversity Officer, Ken James for your reference.

The program has rolling start dates. It is my objective to start the program in June or July which should lead to completion by early fall 2023.

Although this expense is within the City Manager's authority, Commission is being asked to approve this item as it was called out as a requirement in the City Manager's contract.

Goal/Focus Area/Action Item Addressed:

Amount Requested: $3,700	Amount Budgeted: This time was not originally budgeted for.
Fund(s) or Account(s): City Manager's Budget Training/Travel 101-172-861	Fund(s) or Account(s): Although this item was not originally budgeted for, the training/travel budget/CM budget has sufficient funds to cover the costs.

Recommended Motion: I move to approve the enrollment of the City Manager in Cornell University's Online DEI Certificate Program.

Approvals:				Guest(s) Invited / Presenting
Immediate Division Head	■	Information Technology	☐	Yes ☐
Other Division Heads	☐	Communication	☐	No ■
Legal Review	☐			

For City Clerk Use Only:

Commission Action:

Muskegon Community College

To: Muskegon City Commission

From: Ken James, Chief Diversity Officer

Date: May 3, 2023

Subject: Endorsement – Cornell

OFFICE OF DEI

I am writing to endorse the Cornell Diversity & Inclusion Certificate Programs. I have been a DEI practitioner for 30 years. Over that time, I worked with numerous people in the industry. One of the most prominent certifications in the industry is the certification provided by Cornell. It is assumed that individuals with certification from Cornell have been exposed to core foundational principles and emerging DEI trends. In my opinion, it is a superb investment for personal and professional development. Thank you.

-Ken

DIVERSITY, EQUITY, AND INCLUSION

Online Certificate Program

OVERVIEW

An organization is only as good as its culture—and building that culture is not only a role for HR, it's every manager's and employee's responsibility. As today's headlines prove, an inclusive work environment is not just a nice-to-have, it can make or break a company. You can help make your organization a more supportive and engaging place to work by understanding the perceptual, institutional, and psychological processes that impact the ways people interact with each other. Starting with a look at employee engagement, then identifying interventions surrounding unconscious bias and specific diversity, equity, and inclusion strategies, this program is appropriate for anyone committed to going beyond mere compliance to build a truly aware and inclusive work culture.

COURSES	COURSE LENGTH	FORMAT
4	2 weeks	100% online

COURSES

- Improving Engagement
- Counteracting Unconscious Bias
- Diversity, Equity, and Inclusion at Work
- Fostering an Inclusive Climate
- Diversity and Inclusion Symposium

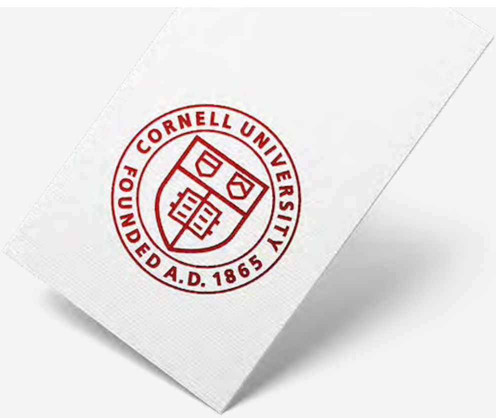
INSIDE *the* PROGRAM

KEY TAKEAWAYS

- Assess and improve employee engagement levels
- Enhance organizational culture in your team and company
- Recognize unconscious bias and how it affects the way that people perceive and react to others
- Understand the dimensions of diversity that matter most in organizations and why
- Assess stereotypes and prejudices that may influence behavior in work groups and learn methods to improve the psychological safety of all employees
- Examine strategies for implementing ethical standards

WHO SHOULD ENROLL

- Team managers and supervisors
- Executives responsible for strategic culture efforts
- Anyone interested in creating an inclusive and supportive culture that promotes equal opportunities and treatment of employees



WHAT YOU'LL EARN

- Diversity, Equity, and Inclusion Certificate from Cornell ILR School
- 40 Professional Development Hours (4 CEUs)
- 25 Professional Development Units (PDUs) toward PMI recertification
- 40 Professional Development Credits (PDCs) toward SHRM-CP and SHRM-SCP recertification
- 40 Credit hours towards HRCI recertification

Visit **ecornell.cornell.edu**

COURSE DESCRIPTIONS

IMPROVING ENGAGEMENT

Research shows that engagement is the key factor that promotes higher performance and effort, greater returns, and lower turnover. Yet across companies, industries, and countries, studies show that only 11-19% of employees are highly engaged. In this course, you will examine the foundational drivers of engagement, explore the components of successful engagement initiatives, and identify strategies for creating stronger engagement in teams.

COUNTERACTING UNCONSCIOUS BIAS

There is no such thing as a workplace that lacks diversity. Despite decades of legal and social reform aimed at reducing discrimination in the workplace, inequality continues to be a significant problem in all societies and most workplaces.

In this course, you will identify the perceptual and psychological processes that impact the way that individuals interact with people who are demographically dissimilar from them. You will examine the psychological processes that impact decision making within organizations and identify how professionals can design better work practices and help to more effectively leverage the potential among employees.

As a trained psychologist with research and consulting expertise related to diversity and inclusion, Cornell University Professor Lisa Nishii is uniquely positioned to help course participants understand the complex dynamics underlying diversity challenges and opportunities within organizations.

DIVERSITY, EQUITY, AND INCLUSION AT WORK

The management of diversity, equity, and inclusion has evolved from a focus on compliance to a strategic-level effort with a demonstrated positive impact on an organization's performance. In the current business climate, companies that strive for diversity, equity, and inclusion are achieving intended business results. They provide proof that diversity, equity, and inclusion are much more than a legal or moral requirement; they're also a competitive advantage.

4

COURSE DESCRIPTIONS

This course provides an overview of the evolution of the management of diversity, equity, and inclusion and presents targeted and high-involvement diversity practices. It examines diversity in the contexts of teams and leaders, and it frames diversity in terms of current business and cultural challenges.

During this course, you will complete a project in which you identify sources of inclusion and how equity fits into your diversity and inclusion goals, align inclusion to improve employee engagement and business results, and determine methods to assess the effectiveness of inclusion initiatives. At the end of the course, you will use the results from the project to prepare a final presentation describing how to apply your work to your organization.

FOSTERING AN INCLUSIVE CLIMATE

Inclusion is a relational construct. It's ultimately about how your team functions and performs based on the quality of social connections, openness to learning, agility, and depth of decision making. How can you foster greater inclusion within your workgroup? Throughout these modules, you will be asked to reflect upon your own experiences and apply the lessons in the modules in your own role.

You will examine the concept of climate, specifically inclusive climates, as well as learn about the specific behaviors and skills you need to demonstrate in order to be successful in shaping an inclusive climate.

DIVERSITY AND INCLUSION SYMPOSIUM

Symposium sessions feature three days of live, highly interactive virtual Zoom sessions to explore today's most pressing topics. The Diversity and Inclusion Symposium offers you a unique opportunity to engage in real-time conversations with peers and experts from the Cornell community and beyond. Using the context of your own experiences, you will take part in reflections and small-group discussions to build on the skills and knowledge you have gained from your courses. You may participate in as many sessions as you wish. Attending Symposium sessions is not required to successfully complete the certificate program.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Environmental Contract
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: Environmental contract is up for renewal as of June 6, 2023	
Detailed Summary & Background: There were three bids for the City of Muskegon Environmental cleanup and grass mowing contract. Earth Creations, Barry's Greenhouse and Preferred Lawn Care. Earth Creations came in as the lowest bidder.	
Goal/Focus Area/Action Item Addressed: DESTINATION COMMUNITY & QUALITY OF LIFE / Blight cleanup	
Amount Requested: $197,000 per fiscal year 3-yr contract	Amount Budgeted: $197,000 per year 2023-2026 contract, with an approximate increase of 10% per year.
Fund(s) or Account(s): 101-387-949	Fund(s) or Account(s): 101-387-949
Recommended Motion: For Commission to approve and award the Environmental clean-up contract to Earth Creations for the upcoming June 5, 2023 through June 5 2026 and allow the Director of Public Safety to sign the contract.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	

April 13, 2023

Request for Proposal

Environmental Mowing, Trash and Brush Contract Bids

The City of Muskegon is requesting fee proposals for mowing, trash and brush clean up on both private and public properties throughout the City of Muskegon.

The city requests that bids are received from companies or other agencies with the ability and interest in providing these services with the required equipment list for an average of 2,500 work orders per year. An on-site inspection of equipment may be required.

The contract period will be for a three (3) year limit and may be extend one (1) year upon mutual agreement from both parties with a 60-day notice before expiration of contract. Minimum bids start at $49/hr. for all trash/brush pick up and tractor mowing and $40/hr. hand mowing. A copy of the contract has been enclosed.

Sealed bids for this contract must be received no later than 2:00 PM to the City of Muskegon clerk's office located in City hall by Tuesday, May 2, 2023. The City of Muskegon reserves the right to reject any or all proposals and only award a contract if it is in the best interest of the board to do so.

Scope of Work

Contractor shall perform the services set forth in this contract in a timely, workman-like manner.

- Contractor shall mow all grass, weeds and brush including moving around all obstacles, up to three inches (3″) in diameter, leaving no ridges of high or uncut grass.
- **Trimming/Cutting/Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs that have fallen or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall clear sidewalk of debris and clippings as needed.
- **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, rubbish, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and brush clippings, abandoned/broken/unused household appliances, furniture, and other like items.

1. **Required Equipment**
   - Four (4) trucks for 2-man hand mow crews
   - Eight (8) Push mowers
   - Eight (8) Weed trimmers
   - Four (4) tractors with a 60" brush hog mower with a mower deck of a minimum five feet (5′) diameter for each.

- Two (2) dump trucks or two (2) heavy duty trucks with trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
- Two (2) Zero turn riding mowers
- Chain saws
- Hand tools, including rakes, brooms, wheel barrels, shovels, pitch forks, and other tools as deemed appropriate for the job site.
- Twelve (12) Digital cameras, minimum 3-megapixel resolution with automatic time and dating capacity.
- Twelve (12) whiteboard signs with ability to measure 6” to show proof of work and grass height.
- Online database for required pictures, job status updating and receiving work orders.
- Alternative equipment may be proposed for use but requires The City of Muskegon approval prior to use.

Contract Price Proposal

This proposal is for cleanup and transportation labor based upon each individual clean-up assessment. Minimum bids start at $49/hr. trash/brush pick up and tractor mow and $40/hr. hand mow.

Position Description	1-Year Bid	2-Year Bid	3-YearBid	Possible 4-Year Bid
Trash Pickup	$_______/hr	$_______/hr	$_______/hr	$_______/hr
Tractor Mowing	$_______/hr	$_______/hr	$_______/hr	$_______/hr
Zero Turn Mowing	$_______/hr	$_______/hr	$_______/hr	$_______/hr
Hand Mowing	$_______/hr	$_______/hr	$_______/hr	$_______/hr
Terrace/24 Hr Pickup	$_______/hr	$_______/hr	$_______/hr	$_______/hr
Leaf/Brush	$_______/hr	$_______/hr	$_______/hr	$_______/hr

AGREEMENT FOR CONTRACTED SERVICES

This Agreement for Contracted Services **("Agreement")** is entered into by and between **The City of Muskegon** having a principal place of business at 933 Terrace St., Ste 201, Muskegon, MI, 49440 **("The City of Muskegon"),** and Earth Creations **("Contractor"),** having a principal place of business located at 1657 S. Getty St., Muskegon, MI. 49442 **("Contractor"),** as of this day of June 6, 2023 (with regard to the following terms and conditions.

1. **General.** In consideration of the intent and mutual covenants contained in this Agreement, The City of Muskegon and Contractor have entered into this Agreement with respect to the performance by Contractor of the Services (as defined in Section 2(a)) related to the Project. This Agreement is intended to and shall govern all work and services provided by Contractor for the Project, whether initiated or performed prior to or subsequent to the execution of this Agreement. This Agreement shall last for a term of three (3) years, unless terminated earlier pursuant to the terms below. If Contractor is not in default under the terms herein, it may extend the term of this Agreement for a period of one (1) additional year by providing written notice to The City of Muskegon not less than sixty (60) days prior to the end of the initial term.
2. **Contractor Responsibilities.**
   - (a) **Performance of the Services.** Contractor agrees to provide all contracted services and perform all other obligations described in this Agreement, including without limitation those set forth on Exhibit A attached hereto and incorporated herein by reference, and any and all services reasonably inferable therefrom (collectively, the **"Services").** The Services, collectively at all sites where they are performed, may be referred to as the "**Project**" in this Agreement. Contractor represents and warrants that it understands the requirements of this Agreement and that it is experienced and qualified to perform the Services required.
   - (b) **Supervision; Licensure; Standard of Care, Skill and Diligence.** Contractor shall provide all labor and supervision necessary to perform the Services. Contractor shall obtain all necessary permits and licenses necessary for Contractor to perform the Services. Contractor represents and warrants that it shall perform all Services in accordance with the standard of care, skill and diligence that equals or exceeds that which is recognized in the industry for the performance of services of the nature and/or type of the Services.
   - (c) **Safety; Responsibility for Others.** Contractor shall be solely responsible for the safety and protection of Contractor's employees and shall take all reasonable safety precautions. Additionally, Contractor shall be solely responsible for, and shall insure, its own tools, equipment, materials, supplies and any other items used by Contractor in furtherance of performing under this Agreement. Contractor shall be responsible to The City of Muskegon for the acts, errors and omissions of Contractor's employees, its Subcontractors (as hereinafter defined)

and their respective agents and employees and all other persons performing any portion of any Services under the direction or control of Contractor. Contractor shall at all times maintain good order among its employees.

(d) **Hazardous Materials.** Contractor shall not bring any Hazardous Materials onto the Project site and shall bear all responsibility and liability for such Hazardous Materials; provided, however, that Contractor may bring onto a Project site such Hazardous Materials as are necessary to perform the Services so long as the same is done in compliance with all Laws and Contractor shall remain responsible and strictly liable for all such Hazardous Materials. As used herein, **"Hazardous Materials"** shall mean any hazardous or toxic substance or hazardous or toxic waste, contaminant, or pollutant as defined by or regulated by any applicable governmental authority.

3. **Subcontractors.** Contractor may delegate or subcontract any of its duties or obligations under this Agreement to any person or entity with the prior written consent of The City of Muskegon. In the event The City of Muskegon elects, in its sole and absolute discretion, to permit Contractor to engage a Subcontractor, such use shall be upon such terms and conditions as The City of Muskegon may determine, in its sole and absolute discretion. As used herein, **"Subcontractor"** means a person or entity of any tier (a) that has been approved by The City of Muskegon in writing prior to Contractor retaining such subcontractor, and (b) who has a contract either directly or indirectly with Contractor or perform any portion of the services.
4. **Representations and Warranties.** Contractor represents and warrants that (a) Contractor will comply with all federal, state and local laws, codes, ordinances, rules, regulations, recorded covenants, conditions and/or restrictions, and statues applicable to the Project (collectively, **"Laws"),** (b) Contractor shall be responsible for the quality and coordination of all Services provided by or through Contractor under this Agreement, and (c) the Services performed will conform to the requirements of this Agreement. All Services not conforming to this Agreement will be considered defective and, in addition to any other rights or remedies available to The City of Muskegon, Contractor will re-perform the non-conforming portion of the Services at no additional cost or expense. All representations and warranties provided in this Section 4 or elsewhere in this Agreement shall survive any termination of this Agreement.
5. **Contract Time.** Contractor shall commence the Services upon its receipt of a written notice to proceed from The City of Muskegon, whereupon Contractor shall diligently perform such Services in accordance with this Agreement and the schedule attached hereto as Exhibit B, which Services shall be properly completed on or before the date set forth thereon (the **"Contract Time").** Timely completion of the Services is of the essence with respect to this Agreement. Contractor agrees to perform all Services and all portions thereof promptly, diligently and in such order and sequence as is necessary to assure the efficient, expeditious and timely completion of all Services. Contractor

shall proceed with the Services so as not to hinder, delay, or interfere with the work or services of others. In the event Contractor causes delay on the Project, Contractor shall be responsible for costs and expenses associated with such delay. Contractor shall, upon written request from The City of Muskegon, reimburse The City of Muskegon for such delay damages.

6. **Additional Services.** The City of Muskegon, without invalidating this Agreement, may require the Contractor to make changes in the Services within the general scope of the Services, consisting of additions or other revisions **("Additional Services"),** and may order deletions in the scope of Services to be performed by Contractor by issuing a written order to the Contractor pursuant to the provisions of this Agreement (a **"Change Order"**). The Change Order will describe any adjustments to the Contract Price and/or Contract Time. In order to be effective, such Change Order must be executed by The City of Muskegon and Contractor.
7. **Payment.**
    (a) **Compensation.** Except as may be adjusted pursuant to the terms of this Agreement, The City if Muskegon shall pay Contractor, as full and complete compensation for the proper performance of all Services in accordance with and consistent with this Agreement, as described on Exhibit C attached hereto (the **("Contract Price")**. If the City if Muskegon corrects any breach of this Agreement by Contractor and/or corrects any deficient, defective or nonconforming Services performed by the Contractor or anyone for whom Contractor is responsible, then the Contract Price shall be reduced in the amount reasonably determined by The City if Muskegon to compensate for such breach. If the unpaid balance of the Contract Price is less than the total amount by which the Contract Price is reduced pursuant to this Section, the difference shall be paid by Contractor to the City if Muskegon. The City if Muskegon shall pay Contractor with the frequency described on Exhibit C.

    (b) **Related Information.** Contractor acknowledges and agrees that as a condition to payment, Contractor shall deliver such documentation as The City of Muskegon requests, to ensure the Services have been properly completed.
8. **Insurance and Indemnity.**
    (a) **Contractor's Insurance.** Contractor shall purchase and maintain, from a company or companies authorized to do business in the state in which the Project is located, insurance in such amounts and coverage as required by The City of Muskegon. All such insurance shall be on an occurrence basis and shall be procured from carriers maintaining an A.M. Best Rating of A-VII or higher. Such insurance shall include, but not be limited to: general liability coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in aggregate, and with commercial vehicle coverage; and Worker's' Compensation insurance with coverage as required by law. Contractor shall submit to The City of Muskegon

certificates of the insurance procured by Contractor with respect to the performance of Services. With the exception of Workers' Compensation, the insurance coverage required by this Section shall name The City of Muskegon as an additional insured and shall not be canceled or allowed to expire without thirty (30) days prior written notice to The City of Muskegon. The coverage on all such policies required from Contractor pursuant to this Section shall be primary to any valid and collectible insurance carried by The City of Muskegon.

(b) **Indemnity.** Contractor shall, to the maximum extent permitted by Law, defend, indemnify and hold harmless The City of Muskegon and any owner of real property where Services are performed, and their respective owners, affiliates, subsidiaries, successors, assigns, officers, directors, employees, agents and any other party to whom The City of Muskegon may be liable (collectively, the **"Indemnitees")** from and against any and all claims, liabilities, losses, demands, damages, losses, causes of action, costs and expenses, including by way of example and not of limitation, attorneys' fees, The City of Muskegon expenses, litigation expenses and punitive damages (collectively, **"Losses")** arising out of, resulting from or in connection with, this Agreement, including by way of example, but not of limitation, performance of any and all Services. This indemnity obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 8. Contractor shall not be obligated to indemnify an Indemnitee for claims arising from the sole negligence of such Indemnitee. The indemnification obligation shall not be limited in any way by any limitation on the amounts or type of damages, compensation, termination of this Agreement, or benefits payable by or for The City of Muskegon under worker's compensation acts, disability benefit acts, other employee benefit acts or applicable insurance policies. Without limiting the foregoing, Contractor's indemnity obligations under this Agreement shall survive termination of this Agreement.

9. **Termination.**

(a) **Termination for Cause.** If Contractor fails to perform any Services properly and diligently or fails to perform any provisions of this Agreement, the same shall be considered a breach of this Agreement. Such breach by Contractor shall entitle The City of Muskegon to, without limitation, (1) terminate this Agreement upon delivery of written notice to Contractor and/or (2) cause the Services to be completed by others selected by The City of Muskegon for Contractor's account. Contractor agrees to immediately pay all costs and damages sustained by The City of Muskegon because of such breach, which amounts may be deducted from amounts otherwise owed Contractor hereunder.

(b) **Termination for Convenience.** The City of Muskegon, at its sole option, may terminate this Agreement at any time and for any reason or no reason, by giving Contractor at least fifteen (15) days prior written notice, and should such termination be made other than for cause, as provided in <u>Section 9(a)</u> hereof, The City of Muskegon shall pay Contractor the cost of the Services actually completed by Contractor, less all sums previously paid by The City of Muskegon to Contractor, and any deductions made by The City of Muskegon in accordance herewith, <u>provided, however,</u> the total amount to be received by Contractor shall not in the aggregate exceed the Contract Price.

(c) **Termination by Contractor.** Contractor may only terminate its performance hereunder in the event The City of Muskegon fails to timely pay Contractor in accordance with the payment provisions of this Agreement. In such event, Contractor shall first provide The City of Muskegon with fifteen (15) days prior written notice of Contractor's intent to terminate pursuant to this <u>Section 9</u> and provide The City of Muskegon with fifteen (15) days to cure such non-payment.

(d) **Survival of Termination.** In the event this Agreement is terminated for any reason, Contractor's duties, indemnities and all other obligations which by their nature survive termination hereof, with respect to its Services provided through the date of termination, shall survive such termination and be in full force and effect for the period of time prescribed by this Agreement, or applicable Law, whichever is longer.

10. **<u>Dispute Resolution.</u>**

(a) **THE PARTIES AGREE THAT ANY DISPUTE UNDER THIS AGREEMENT SHALL,**
(a) BE RESOLVED BY THE MUSKEGON COUNTY COURT SYSTEM, and
(b) CONTRACTOR AND THE CITY OF MUSKEGON KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.

(b) **Duty to Continue Performance.** The existence of any claim, dispute or legal proceeding shall not relieve Contractor from its obligation to continue to properly perform its Services as set forth herein. In the event of a dispute with respect to amounts payable to Contractor hereunder, The City of Muskegon shall pay all undisputed amounts and Contractor shall continue performing any remaining Services hereunder. Continued performance by either party shall not waive any claims, rights or remedies Contractor or The City of Muskegon may have concerning the dispute.

11. **<u>Miscellaneous.</u>**

(a) **Entire Agreement; Severability; Governing Law.** The parties have entered into this Agreement in good faith, and it constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. Except as contemplated by Section 6 hereof, this Agreement shall not be modified, amended, extended or changed in any manner except in writing, signed by persons duly authorized to represent, respectively, The City of Muskegon and Contractor. The parties intend that all terms and provisions of this Agreement be legal and enforceable under applicable Law as written. In the event any of these provisions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable. This Agreement, including its interpretation, validity and enforcement, shall be governed by and construed in accordance with the Laws of the State where the Project is located without regard to its choice of law provisions.

(b) **Assignment.** Contractor may not assign this Agreement, in whole or in part, without the prior written consent of The City of Muskegon, any such permitted assignment shall be upon such terms and conditions as specified by The City of Muskegon. The City of Muskegon shall have the right to freely assign its rights and obligations under this Agreement.

(c) **Independent Contractor; Headings and Interpretation.** Pursuant to the terms of this Agreement, Contractor shall be an independent contractor to The City of Muskegon and shall have no other relationship to The City of Muskegon or the projects and activities of The City of Muskegon other than as defined in this Agreement. The headings of the Sections in this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms and conditions of this Agreement in any manner. Contractor agrees and represents that Contractor has carefully considered this Agreement, including all exhibits and schedules hereto, and that ambiguities, if any, shall not be construed or enforced against the drafter.

(d) **Notices.** Any notice or communication provided for hereunder will be in writing and will be deemed given and received (1) upon delivery, if delivered personally or by facsimile transmission with receipt acknowledged, (2) one business day after having been deposited for overnight delivery with Federal Express or a comparable overnight courier, or (3) three business days after deposit in U.S. mail when sent by registered or certified mail, postage prepaid, with proof of delivery to the address of the party shown on the signature page hereof or such other address as a party may specify in a written notice to the other. As used herein, **"business day"** means any day in which banking institutions are open for business in the State where the Project is located.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

The City of Muskegon

____
Signature:

Printed Name: Timothy E. Kozal__________
Title: Director of Public Safety____________
933 Terrace St.
Muskegon, MI 49440
213-724-6903

Contractor
Earth Creations________________________
Name of Company

____
Signature of Contractor

Printed Name: ______________________
Title: _______________________________

EXHIBIT A

DESCRIPTION OF CONTRACTED SERVICES

1. **Services**. Contractor shall provide the following services, under the direction and supervision of The City of Muskegon Building Safety Dept., relating to yard maintenance and trash clean-up of the properties in The City of Muskegon. Contractor shall perform the services set forth in this contract in a timely, workman-like manner.
   (a) **Mowing.** Contractor shall mow all grass, weeds and brush including moving around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.
   (b) **Trimming/Cutting/Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs that have fallen or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall clear sidewalk of debris and clippings as needed.
   (c) **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, rubbish, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and brush clippings, abandoned/broken/unused household appliances, furniture, and other like items.
   (d) **Disposal.**
      i. Contractor shall handle and dispose of Freon according to the applicable State and Federal mandates.
      ii. Contractor shall ensure the separation and individual disposal of garbage and lawn debris.
      iii. All garbage, debris, trash, waste materials, grass, weeds, brush, appliances, furniture and other items removed from each site shall be transported by the Contractor for disposal to a location predetermined by The City of Muskegon.
   (e) **Photographs.** Contractor shall photograph each job site prior to and after completion. The photographs will indicate each job site address and/or location to ensure proper identification of the location and/or property. The photographs shall also indicate the time and date the picture was taken. All processing cost associated with this service shall be the sole responsibility of the Contractor. Photographs are to be marked with the enforcement number that corresponds with the work order they represent.

(f) **Record Keeping.** Contractor agrees to keep proper records of all work performed on behalf of The City of Muskegon. This includes electronic daily data entry of work orders completed on a shared source.

(g) **Other.** Contractor may be required to perform other related work as deemed necessary by The City of Muskegon.

2. **<u>Expenses.</u>** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement and for all compensation owed to its workers and/or subcontractors.
3. **<u>Contract Price.</u>** The City of Muskegon agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement, the amount set forth in the Contractor's bid proposal and documents described in paragraph 1.
4. **<u>Assignments.</u>** Work assignments are determined on an as needed basis.
5. **<u>Contractor Work Crew.</u>**
   (a) The City of Muskegon reserves the right to limit the size of work crews at any time.
   (b) The City of Muskegon Representatives. The City of Muskegon may assign one or more persons to the job site as its Representative(s). The City of Muskegon Representative(s) may supervise work crew in their performance at the job site and may instruct the work crews as to what tasks must be performed.
6. **<u>Specific Reservations.</u>**
   (a) The City of Muskegon reserves the right to have Contractor bag or remove debris and/or trash from the property and place the same on the terrace at the property for removal by the City refuse contractor.
   (b) The City of Muskegon reserves the right to have the City refuse contractor clean up the debris and/or trash left on the terrace at a work site property on an as needed basis.
   (c) The City of Muskegon reserves the right to use volunteers, court ordered public service workers and/or prisoners in lieu of Contractor's services for any work indicated throughout this Agreement.

EXHIBIT B

Schedule

1. **Schedule.**
    - (a) Work schedules shall be completed by The City of Muskegon on a daily or as needed basis.
    - (b) Provisions shall be made, at Contractor's expense, for contacting the Contractor on short notice or in an emergency situation by any of the following methods:
        - i. Telephone
        - ii. Cellular Telephone
2. **Work Orders.**
    - (a) **Distribution.** Work orders will be distributed to the Contractor electronically at the end of each day.
    - (b) **Completion.** All jobs listed must be completed within five (5) working days following receipt of the work order by Contractor and on a first-come, first-serve basis.
        - i. Rush or special requests may be made on occasion, as determined by The City of Muskegon.
        - ii. Time extensions may be permitted for inclement weather and similar restricting circumstances, as determined by The City of Muskegon.
        - iii. All completed work orders and billing shall be presented to The City of Muskegon every Friday.
    - (c) **Travel Time.** Travel time shall be charged by Contractor as follows:
        - i. Time may be charged for travel from a completed job site to another job site. Travel time shall be shown on a voucher completed for the destination site.
        - ii. Time may be charged for travel to and from a disposal site with a full load of garbage, trash, waste and other items. Travel time shall be indicated on a dump voucher or slip.
        - iii. Travel time shall only be compensated for direct and logical routes.
        - iv. All vouchers, bills, slips and pictures pertaining to a work order or a job site shall be submitted to The City of Muskegon at the same time.
        - v. Requests for payment that are submitted without the proper documentation, including but not limited to vouchers, bills, slips and pictures will not be accepted until such time all such items are submitted.

EXHIBIT C

Contract Price

Contractor shall be paid based on the hourly rate schedule set forth below. Services performed on an hourly rate basis will be performed at the rates set forth below (the **"Hourly Rates") are as follows:**

Position Description	Hourly Rate			
	1 Year Bid	2 Year Bid	3 Year Bid	4 Year Bid
Trash Pickup	$89/hr.	$90/hr.	$91/hr.	$92/hr.
Tractor Mowing	$79/hr.	$81/hr.	$83/hr.	$83/hr.
Zero Turn Mowing	$79/hr.	$81/hr.	$83/hr.	$83/hr.
Hand Mowing	$65/hr.	$66/hr.	$67/hr.	$68/hr.
Terrace/24 Hr. Pickup	$89/hr.	$90/hr.	$91/hr.	$91/hr.
Leaf/Brush	$89/hr.	$90/hr.	$91/hr.	$92/hr.

Contractor shall send The City of Muskegon any invoice setting forth the aggregate Hourly Rates for the immediately preceding month as required by Section 7 of this Agreement

1. **Payment.**
    1. **Form**
        - i. Requests shall include a list of job numbers, addresses and with the corresponding cost of each job.
        - ii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and The City of Muskegon Representative.
        - iii. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated. This includes but is not limited to work that was not completed due to being asked to leave the property, inability to perform work on the property, work orders that The City of Muskegon or The City of Muskegon have asked to be removed, work that was completed in the time between the work order being issued and contractors arriving to the site.
        - iv. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this contract, or for any other reason, will be deducted by The City of Muskegon from subsequent payments.
    2. **Frequency.** Request for payment shall be made every Friday and payment will be made twice per month pursuant to the City of Muskegon's standard payment practices.

ADDENDUM

Contractor shall furnish or supply all the equipment and labor necessary to carry out its obligations under this Agreement. The equipment and labor include but is not limited to: general labor, daily office manager, technical personnel, machinery, tools, transportation, fuel, and all other such materials. All equipment must meet the safety standards as required by MIOSHA.

1. **Inspection.** The City of Muskegon or its designated agents shall be able to inspect for safety, appearance and sanitation, all equipment used by Contractor to carry out its obligations under this Agreement. The City of Muskegon may refuse Contractor the right to utilize any equipment that is deemed unsafe, unsanitary or of an unsightly appearance based on that inspection. In that event, Contractor shall repair, replace or restore the equipment to a suitable condition as soon as reasonably possible.
2. **Required Equipment**
   (a) Four (4) trucks for 2-man hand mow crews
   (b) Eight (8) Push mowers
   (c) Eight (8) Weed trimmers
   (d) Four (4) tractors with a 60" brush hog mower with a mower deck of a minimum five feet (5') diameter for each.
   (e) Two (2) dump trucks or two (2) heavy duty trucks with trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
   (f) Two (2) Zero turn riding mowers
   (g) Chain saws
   (h) Hand tools, including rakes, brooms, wheel barrels, shovels, pitch forks, and other tools as deemed appropriate for the job site.
   (i) Twelve (12) Digital cameras, minimum 3-megapixel resolution with automatic time and dating capacity.
   (j) Twelve (12) whiteboard signs with ability to measure 6" to show proof of work and grass height.
   (k) Online database for required pictures, job status updating and receiving work orders.
   (l) Alternative equipment may be proposed for use but requires The City of Muskegon approval prior to use.
3. **Method of Transportation.** Contractor agrees to haul tractors, mowers and other equipment to the job location, unless otherwise approved by The City of Muskegon.

and pictures will not be accepted until such time all such items are submitted.

EXHIBIT C

Contract Price

Contractor shall be paid based on the hourly rate schedule set forth below. Services performed on an hourly rate basis will be performed at the rates set forth below (the **"Hourly Rates") are as follows:**

Position Description	**Hourly Rate**			
	1 Year Bid	2 Year Bid	3 Year Bid	4 Year Bid
Trash Pickup	$110.00	$110.00	$120.00	$120.00
Tractor Mowing	$140.00	$140.00	$150.00	$150.00
Zero Turn Mowing	$130.00	$130.00	$140.00	$140.00
Hand Mowing	$110.00	$110.00	$120.00	$120.00
Terrace/24 Hr. Pickup	$110.00	$110.00	$120.00	$120.00
Leaf/Brush	$130.00	$130.00	$140.00	$140.00

Contractor shall send The City of Muskegon any invoice setting forth the aggregate Hourly Rates for the immediately preceding month as required by Section 7 of this Agreement

1. **Payment.**
   1. **Form**
      i. Requests shall include a list of job numbers, addresses and with the corresponding cost of each job.
      ii. Requests shall be on a per-quarter hour basis; total time per job to be agreed to by the Contractor and The City of Muskegon Representative.
      iii. Requests for work completed that were not performed in compliance with subsection 9(b) may not be compensated. This includes but is not limited to work that was not completed due to being asked to leave the property, inability to perform work on the property, work orders that The City of Muskegon or The City of Muskegon have asked to be removed, work that was completed in the time between the work order being issued and contractors arriving to the site.
      iv. Inadvertent payment made to the Contractor for work not performed in compliance with the terms of this

THE CITY OF MUSKEGON

The City of Muskegon

____
Signature:

Printed Name: Timothy E. Kozal
Title: Director of Public Safety
933 Terrace St.
Muskegon, MI 49440
213-724-6903

Contractor
Preferred Lawn Care
Name of Company

Charles Plichta
Signature of Contractor

Printed Name: Charles Plichta
Title: General Manager

April 13, 2023

Request for Proposal

Environmental Mowing, Trash and Brush Contract Bids

The City of Muskegon is requesting fee proposals for mowing, trash and brush clean up on both private and public properties throughout the City of Muskegon.

The city requests that bids are received from companies or other agencies with the ability and interest in providing these services with the required equipment list for an average of 2,500 work orders per year. An on-site inspection of equipment may be required.

The contract period will be for a three (3) year limit and may be extend one (1) year upon mutual agreement from both parties with a 60-day notice before expiration of contract. Minimum bids start at $49/hr. for all trash/brush pick up and tractor mowing and $40/hr. hand mowing. A copy of the contract has been enclosed.

Sealed bids for this contract must be received no later than 2:00 PM to the City of Muskegon clerk's office located in City hall by Tuesday, May 2, 2023. The City of Muskegon reserves the right to reject any or all proposals and only award a contract if it is in the best interest of the board to do so.

Scope of Work

Contractor shall perform the services set forth in this contract in a timely, workman-like manner.

- Contractor shall mow all grass, weeds and brush including moving around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.
- **Trimming/Cutting/Raking.** Contractor shall trim all bushes and unsightly branches, cut large tree limbs that have fallen or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches. Contractor shall clear sidewalk of debris and clippings as needed.
- **Garbage, debris and waste removal.** Contractor shall pick up and remove all garbage, rubbish, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and brush clippings, abandoned/broken/unused household appliances, furniture, and other like items.

1. **Required Equipment**

- Four (4) trucks for 2-man hand mow crews
- Eight (8) Push mowers
- Eight (8) Weed trimmers
- Four (4) tractors with a 60" brush hog mower with a mower deck of a minimum five feet (5') diameter for each.

- Two (2) dump trucks or two (2) heavy duty trucks with trailers. Minimum size: 10 yards with a 4,000 lb. capacity.
- Two (2) Zero turn riding mowers
- Chain saws
- Hand tools, including rakes, brooms, wheel barrels, shovels, pitch forks, and other tools as deemed appropriate for the job site.
- Twelve (12) Digital cameras, minimum 3-megapixel resolution with automatic time and dating capacity.
- Twelve (12) whiteboard signs with ability to measure 6" to show proof of work and grass height.
- Online database for required pictures, job status updating and receiving work orders.
- Alternative equipment may be proposed for use but requires The City of Muskegon approval prior to use.

Contract Price Proposal

This proposal is for cleanup and transportation labor based upon each individual clean-up assessment. Minimum bids start at $49/hr. trash/brush pick up and tractor mow and $40/hr. hand mow.

Position Description	1-Year Bid	2-Year Bid	3-YearBid	Possible 4-Year Bid
Trash Pickup	$150____/hr	$160____/hr	$170____/hr	$185____/hr
Tractor Mowing	$150____/hr	$160____/hr	$170____/hr	$185____/hr
Zero Turn Mowing	$150____/hr	$160____/hr	$170____/hr	$185____/hr
Hand Mowing	$150____/hr	$160____/hr	$170____/hr	$185____/hr
Terrace/24 Hr Pickup	$150____/hr	$160____/hr	$170____/hr	$185____/hr
Leaf/Brush	$150____/hr	$160____/hr	$170____/hr	$185____/hr

Bid Provided By:

Matt Carlton
Barry's Greenhouses and Landscaping
3000 N Whitehall Rd
North Muskegon, MI 49445

Earth Creations, LLC
1657 S. Getty
Muskegon, MI 49442
231-206-6759

May 2, 2023

To : City of Muskegon

For the past 12 years our company has effectively served as a contractor performing the services described for the City of Muskegon in the Environmental Mowing Trash and Brush Contract. We have carried out these services both under the supervision of city staff and then a few years ago under Safebuilt. Increasing insurance, equipment and labor costs have resulted in a significant increases in overhead that required us to to look much closer at our bottom line for submitting a bid for the new 2023 contract. It is important to note our biggest increase comes in labor costs attracting willing and able individuals, especially in the current labor market to fulfill the work required which at times can be stressful as well as dangerous to enter private homeowners properties uninvited to perform city enforcement work-orders. Other pressures including insurance and equiment price increases are other contributing factors.

Below are hourly bid amounts per terms spelled out in contract agreement for the respective 3 and 4 year terms.

Position Description	1-Year Bid	2-Year Bid	3-YearBid	Possible 4-Year Bid
Trash Pickup	$89 /hr	$90/hr	$91/hr	$92/hr
Tractor Mowing	$79 /hr	$81/hr	$ 83/hr	$83/hr
Zero Turn Mowing	$79 /hr	$81/hr	$83/hr	$83hr
Hand Mowing	$65 /hr	$66/hr	$67/hr	$68/hr
Terrace/24 Hr Pickup	$89 /hr	$90 /hr	$91/hr	$91/hr
Leaf/Brush	$89/hr	$90/hr	$91/hr	$92/hr

Minimum Charge: Due to administrative costs associated with picture processing and paperwork requirements all completed work orders to be billed at minimum charge of ½ hour

Travel Time Charge: To offset labor and mobilizaton costs associated with travelling to unbillable "already done" jobs and processing pictures and paperwork a ¼ hour travel minimum charge is required for all work orders. (Alternately we can bill for each "already dones if that is preferred) Due to small workload weather considerations ½ mobilization travel time for all work orders issued Nov 16 through April 14.

Respectfully Submitted, Earth Creations Landscape , LLC

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: All Traffic Solution Contract Renewal
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: All Traffic Solutions contract is up for renewal as of September 30, 2023	
Detailed Summary & Background: All Traffic Solutions is the company that we have purchased our digital display traffic trailers (2). This contract will be for the continued upkeep of technical support which allows the police department to program the trailers from a desktop in the office, receive satellite signal. The traffic trailers have been used in different area of the city to reduce speeding and at Pere Marquette notifying of paid parking and speed. This amount for the 3-year contract is at a 20% savings to the City.	
Goal/Focus Area/Action Item Addressed: COMMUNITY CONNECTION	
Amount Requested: $7,200 for a 3-year contract	Amount Budgeted: $7,200 for a 3-year contract
Fund(s) or Account(s): 101-301-801	Fund(s) or Account(s): 101-301-801
Recommended Motion: For Commission to approve the renewal of the 3-year contract with All Traffic Solutions.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

PREMIER CARE PLAN

PREMIER CARE COVERS ANY MANUFACTURING DEFECT ON AN ATS-MANUFACTURED UNIT DURING ITS LIFESPAN, PROVIDED THE UNIT IS SUBSCRIBED TO TRAFFICLOUD®.

In cases of a manufacturing defect, ATS will pay for shipping to and from the Customer. ATS reserves the right to repair or replace the warrantied part or parts at its sole discretion. Units will be repaired expeditiously, however, repairs on older units may be delayed due to the availability of parts. If ATS deems the issue not to be caused by a manufacturing defect, the Customer will be notified and given the option to proceed with product repairs at standard ATS repair rates.

Premier Care does not include the use of a loaner unit while the unit is being serviced.

As an additional Premier Care benefit, the following items are covered at 50% of standard ATS repair rates:

- LFP batteries
- Damage resulting from misuse or abuse that include using the product in ways for which it was not intended
- Vandalism
- Accidents
- Damage due to incorrect installation or operation
- Acts of nature
- Normal wear and tear such as frayed cords or cables, broken connectors, scratched or broken enclosures

The following items are not covered by Premier Care:

- SLA (sealed lead acid) and trailer batteries
- Trailers are not covered under Premier Care, only the display units on the trailers are covered

ATS is not responsible for any consequential damages that result from violent maneuvers, collisions, or other circumstances, even though the device(s) is/are used according to instructions. ATS specifically disclaims any liability for injury caused by the product in all such circumstances. As an expressed warning, the user should be aware that ATS specifically disclaims any liability for injury caused by the product in all such circumstances involving harmful personal contact.

Visit our support page at:

https:// www.alltrafficsolutions.com/support.

ALL TRAFFIC SOLUTIONS

Connected Solutions for
Better Traffic Safety Outcomes

TRAFFICLOUD: TOTAL TRAFFIC SAFETY MANAGEMENT

AllTrafficSolutions.com

All your devices and data in one place. Manage every component of your traffic safety program with TraffiCloud.™

TraffiCloud is the secure, web-based ecosystem that makes it easy to manage all your traffic data and safety devices from anywhere with an Internet-connected device.

TRAFFICLOUD LETS YOU

1. Make more insightful decisions based on data analytics from all your program components
2. View dashboards and ready-made reports of all collected data, or just one traffic device
3. Improve workflows, optimize resources improve efficiencies
4. Remotely access, monitor and manage all connected devices and dynamic messages from one central location

Monitor. Manage. Report.

All ATS traffic devices and signs are TraffiCloud-ready:

VARIABLE MESSAGE SIGNS

The only folding portable message sign – compact and versatile. Change messages remotely in real time!

RADAR MESSAGE SIGNS

The most flexible system available. Display speed-dependent messages, collect data regardless of display mode

COUNT & CLASSIFY

Portable, quick-install roadside counter classifiers collect bi-directional data in up to 16 lanes

HANDHELD LIDAR

Superior target acquisition and range performance in a compact, lightweight package

RADAR SPEED DISPLAYS

Flexible, portable signs in two sizes; mounts on pole, trailer or vehicle hitch

Manage all your safety data and equipment from any Internet-ready device.

Leveraging a single interface across all your traffic management equipment, regardless of manufacturer, TraffiCloud streamlines your workflows and delivers new levels of awareness and flexibility while reducing the amount of time needed to manage your equipment and information.

NOW YOU CAN

- Collect equipment data from all your devices automatically from any Internet connection 24/7 for anytime, anywhere access
- Utilize a fully hosted web-based management system that requires no IT involvement or support, no additional hardware or network appliances, no software or middleware to install and no database setup or customer maintenance
- Leverage data to dynamically manage your devices and maximize their effectiveness and value
- Create a holistic view of your entire traffic management ecosystem
- Achieve new levels of insight for more informed, proactive decision making

TraffiCloud™

All Traffic Solutions

All Traffic Solutions delivers cloud-based traffic management solutions, including radar speed and variable message displays, counter classifiers, and intelligent transportation systems for law enforcement, public works and transportation departments and facilities management.

Our innovative TraffiCloud traffic management platform is changing the way smarter cities solve their most complex traffic, transportation and parking challenges by allowing them to manage all their traffic equipment remotely, as well as leverage real-time data to increase traffic safety, streamline their operations and achieve lasting results.

- Time to Destination
- Data Collection
- Variable Messaging Systems
- Wrong Way Detection
- Work Zones & School Zones
- Speed-dependent Messaging
- Sensor-driven Count and Classify
- Parking Availability and Guidance

All managed online with TraffiCloud

All Your Traffic Safety Program Data In One Place

TraffiCloud is our secure, web-based ecosystem for managing all your traffic safety data and equipment.

View dashboards and reports of all collected data. Make more insightful decisions based on data analytics from all your program components. Save time by managing the status of connected devices and dynamic messaging all from one central location. TraffiCloud functionality includes:

PREMIERCARE

Get a perpetual warranty and remote diagnostics for the duration of your subscription.

- 50% discount on accidental damage
- Real-time remote diagnostic monitoring

REPORTING

Save time collecting, organizing, compiling and distributing information.

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive
- Schedule reports for regular delivery to your inbox

EQUIPMENT MANAGEMENT

Stop wasting time driving to equipment to update and monitor it.

- Check status and change settings from any Internet-connected device
- Send single message to multiple signs at once
- Respond immediately to changing situations

IMAGE MANAGEMENT

Achieve greater awareness with alarms or by requesting generated images.

- Capture images based on speeds, tampering, time intervals or upon request*
- Review, edit, print and act on useful images

ENFORCEMENT

Automate the collection of Lidar captures.

- Ensure data accuracy
- Minimize data collection time

MAPPING

Manage your entire program through an intuitive visual interface.

- Interactive map provides a window to all system information

ALERTS

Specify when and whom to notify upon occurrence of certain conditions.

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more

*Images can be used to identify vehicle make and color but are not ALPR quality.

Take a demo of TraffiCloud, our secure, web-based traffic management and reporting solution that manages all your traffic safety devices and data remotely!

Call **866.366.6602** or email **sales@alltrafficsolutions.com**

All Traffic Solutions 12950 Worldgate Drive, Suite 310, Herndon, VA 20170

TraffiCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Annual Action Plan Budget 2023
Submitted By: Sharonda Carson	Department: CNS
Brief Summary: The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2023. The Community Planning and Development (CPD) office funded programs are Community Development Block Grant (CDBG) and HOME investment Partnerships (HOME) and the allocations total $1,226,786.00 for eligible programs administered by the office of Community and Neighborhood Services.	
Detailed Summary & Background: The Budgets for CDBG and HOME are attached for your review and consent.	
Goal/Focus Area/Action Item Addressed:	
Amount Requested: CDBG - $ 901,291 HOME - $ 325,495	Amount Budgeted: CDBG - $ 901,291 HOME - $ 325,495
Fund(s) or Account(s): 472 and 473	Fund(s) or Account(s): 472 and 473
Recommended Motion: To approve the 2023 Annual Action Plan Budgets for CDBG and HOME Programs	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ■ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:	

CDBG Organization/Agency	2023
Kid Power of Produce	$8,000.00
Priority Home Repair	$223,952.62
Residential Façade	$102,320.60
Service Delivery	$60,000.00
Housing Ramps	$20,000.00
Fire Station Bond	$236,759.58
Blight Fight (McLaughlin)	$10,000.00
Youth Credit Recovery (MPS)	$30,000.00
Builer's License (Pilot)	$10,000.00
Youth Summer Internships	$20,000.00
Admin	$180,258.20
TOTAL	$901,291.00

HOME Organization/Agency	2023
Community Dev. Housing	$48,824.20
Rehab Construction	$244,121.30
Admin	$32,549.50
TOTAL	$ 325,495.00

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Lumberjacks Renovations
Submitted By: Jake Laime	Department: Arena

Brief Summary: Seeking approval to construct new team space at Trinity Health Arena. In exchange, the Lumberjacks would like to add an additional renewal option to Lumberjacks Shared Use Agreement.

Detailed Summary & Background:

Muskegon Lumberjacks Organization LLC, parent company of the USHL's Muskegon Lumberjacks, are seeking approval to construct a second story office suite above their existing players' lounge and coaches' offices. The proposed space would be built into the necessary locker room and supporting medical space to provide the Lumberjacks the best amenities and continued success in player recruitment while also providing a much-needed presence and access to and from the arena concourse. All construction would be fully funded by the Muskegon Lumberjacks Organization LLC. Due to the nature of the cost to build, the Muskegon Lumberjacks Organization LLC is requesting an additional 10yr renewal option added to their shared use agreement. Attached is the proposed sixth amendment as well as a general concept of construction.

Goal/Focus Area/Action Item Addressed: Destination, Community and Quality of Life (Enhanced Recreation and Services)

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approve continued exploration for the addition, amendment and authorize the City Manager and Clerk to sign.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting Yes ☒ No ☐

For City Clerk Use Only:
Commission Action:

Sixth Amendment to Shared Use Agreement

This Sixth Amendment to Shared Use Agreement ("Sixth Amendment") dated effective May 23, 2023 ("Effective Date"), is entered into between the **City of Muskegon,** a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **Muskegon Lumberjacks Organization, LLC,** a Michigan limited liability company, of 470 W. Western Avenue, Muskegon, Michigan 49440 ("Lumberjacks") (collectively, the "Parties") with reference to the following facts:

Background

A. The City and WC Hockey, LLC entered onto a Shared Use Agreement dated July 1, 2019, which WC Hockey, LLC has assigned to Muskegon Lumberjacks Organization, LLC.

B. The Shared Use Agreement has been amended by the First Amendment dated July 1, 2019 which revised paragraphs 3 (Term: Early Termination), 12(a) (Shared Sponsorships) and 14(c) (Additional Lease Space, Future Restaurants, Pubs or Retail Space); Second Amendment dated July 1, 2019 which revised paragraphs 4(c) (Minimum Gross Revenue) and 12(a) (Shared Sponsorship); Third Amendment dated July 1, 2019 which revised Paragraphs 12 (Sponsorship and Advertising), 14(a) (Capital Construction), 18 (City Participation), and WZZM Studio Space; Fourth Amendment dated July 1, 2019 which revised paragraph 14(a) (Capital Construction); and Fifth Amendment dated July 1, 2021 which revised Paragraph 3 (Term).

C. Pursuant to the Fifth Amendment, effective July 1, 2021, the Lumberjacks exercised their first of three five-year options to extend the term through July 1, 2026. In addition to the two remaining five-year options, the Fifth Amendment provided the Lumberjacks three additional five-year options to extend the term beginning on the expiration of the third five-year option in July 2036.

D. The Parties desire to enter this Sixth Amendment to provide the Lumberjacks additional options to extend the term beyond the expiration of the three additional five-year options provided in the Fifth Amendment in July 2051, subject to conditions provided below.

Therefore, the Agreement is amended as follows:

1. **Paragraph 3. Term.** Paragraph 3 shall be amended and restated as follows:

Paragraph 3. Term, Options for Extensions, and Conditions for Extensions. The Shared Use Agreement initial term, extensions for the Shared Use Agreement, and the conditions for the options shall be:

a. **Initial Term and Options.** The initial term shall be two years beginning July 1, 2019 and ending June 30, 2021. The Lumberjacks, in their sole discretion, shall have six five-year Options (each an "Option Term") with Option One commencing July 1, 2021 and ending June

30, 2026; Option Two commencing July 1, 2026 and ending June 30, 2031; Option Three commencing July 1, 2031 and ending June 30, 2036; Option Four commencing July 1, 2036 and ending June 30, 2041; Option Five commencing July 1, 2041 and ending June 30, 2046; and Option Six commencing July 1, 2046 and ending June 30, 2051. Lumberjacks, in their sole discretion, shall have one ten-year Option ("Option Seven") commencing July 1, 2051 and ending June 30, 2061. Beginning with Option One, Lumberjacks shall be permitted to terminate the Shared Use Agreement in any given year on June 30 provided Lumberjacks have provided City six months advanced written notice of intent to terminate. The Lumberjack's right to exercise its options to extend the Shared Use Agreement is subject to paragraphs 3 (b), (c), and (d). The Lumberjacks must exercise its option by providing written notice to City no more than 120 days nor less than 60 days prior to the expiration of the then-current term.

b. **Additional Work.** Lumberjacks propose to make improvements to the interior of the Trinity Health Arena ("Additional Work"), as outlined in Exhibit A. City and Lumberjacks acknowledge that Exhibit A is a preliminary drawing. It is expressly understood and agreed that City and Lumberjacks shall work together in good faith to negotiate and execute a document that sets forth mutually agreed upon improvements at the Arena to be performed and paid for by the Lumberjacks. The right of the Lumberjacks to exercise Option 7 is expressly conditioned on the Lumberjacks having completed the Additional Work by January 1, 2025

c. **Lumberjacks Breach.** Lumberjacks may not exercise its right to extend the Shared Use Agreement if City has notified Lumberjacks that Lumberjacks is in breach of the Shared Use Agreement and Lumberjacks has not cured the breach prior to the date of the notice of intent to extend and as of the first date of the extension; provided that such breach could have reasonably been cured prior to the date of notice of intent to extend. City may waive the breach in writing or permit the extension and pursue other remedies relating to the default.

d. **City Breach.** If, at the time Lumberjacks intend to exercise its right to extend the Shared Use Agreement, Lumberjacks has notified City that City is in breach of the Shared Use Agreement and City has not cured the breach prior to the date of the notice of intent to extend and as of the first date of the extension, then Lumberjacks may waive the breach in writing or exercise its right to extend the Shared Use Agreement and pursue other remedies relating to the default.

Lumberjacks have provided a notice of the City's breach relating to an Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement with Carlisle's Goods & Leisure, LLC. Lumberjacks waives any monetary claim for the 2022-2023 hockey season.

2. **Consolidation of Agreement and Amendments.** The City and the Lumberjacks recognize that the Shared Use Agreement was entered several years ago, and that there have been numerous amendments over the years that have substantially altered material provisions of the Shared Use Agreement and have made the Shared Use Agreement cumbersome. The

City and the Lumberjacks also recognize that since execution of the Shared Use Agreement with WC Hockey, LLC, City has entered into an Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement with Rad Dads', L.L.C., an Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement with Carlisle's Goods & Leisure, LLC, a Naming Rights Agreement with Trinity Health and concession agreements. The City and Lumberjacks recognize that City also has contracts with vendors and providers of services at Trinity Health Arena, some pre-dating the Shared Use Agreement with Lumberjacks, which may be inconsistent with the Lumberjacks' Shared Use Agreement. The City and Lumberjacks agree that it would be in their mutual interest for there to be drafted a Restated Shared Use Agreement for Lumberjacks and an Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement with Rad Dads", L.L.C. and Carlisle's Goods & Leisure, LLC and an appropriate contract with the operator of the concessions at the Trinity Health Arena. To that end, the City and Lumberjacks agree that City shall attempt to coordinate meeting with all necessary parties to negotiate one or more new agreements with Lumberjacks, Rad Dads' and Carlisle's with the topics of discussion being, but not limited to, concessions, box office operations, inventory for dominant sponsorship, sponsorship of other users of the Trinity Health Arena, dates of use of ice time, dates when concession and restaurant operations may be limited or cancelled, removal of reference of a sub-lease to WZZM, financial arrangements during the Option Periods, addressing any inconsistent provisions and any other topic desired by City, Lumberjacks, Rad Dads', Carlisle's and the concession operator. Until such time as such future agreement or agreements are executed, City and Lumberjacks expressly reserve and do not waive any existing rights or future claims each may have under the Shared Use Agreement,

3. **Full Force and Effect**. Except as set forth in this Sixth Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

4. **Counterparts/Electronic Signature.** This Sixth Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same amendment. Any signature delivered by a party by fax or email will be deemed to be an original signature.

5. **Full Execution**. This Sixth Amendment requires the signature of both parties. Until fully executed, on a sign copy or in counterparts, this Sixth Amendment is of no binding or effect and if not fully executed, this Sixth Amendment is void.

The Parties hereto have executed this Sixth Amendment as of the Effective Date.

Lumberjacks –	**City –**
Muskegon Lumberjacks Organization, LLC	City of Muskegon

By: ________________________

Name: Andrea Rose

Title: President of Business Operations

By: ________________________

Name: Ken Johnson

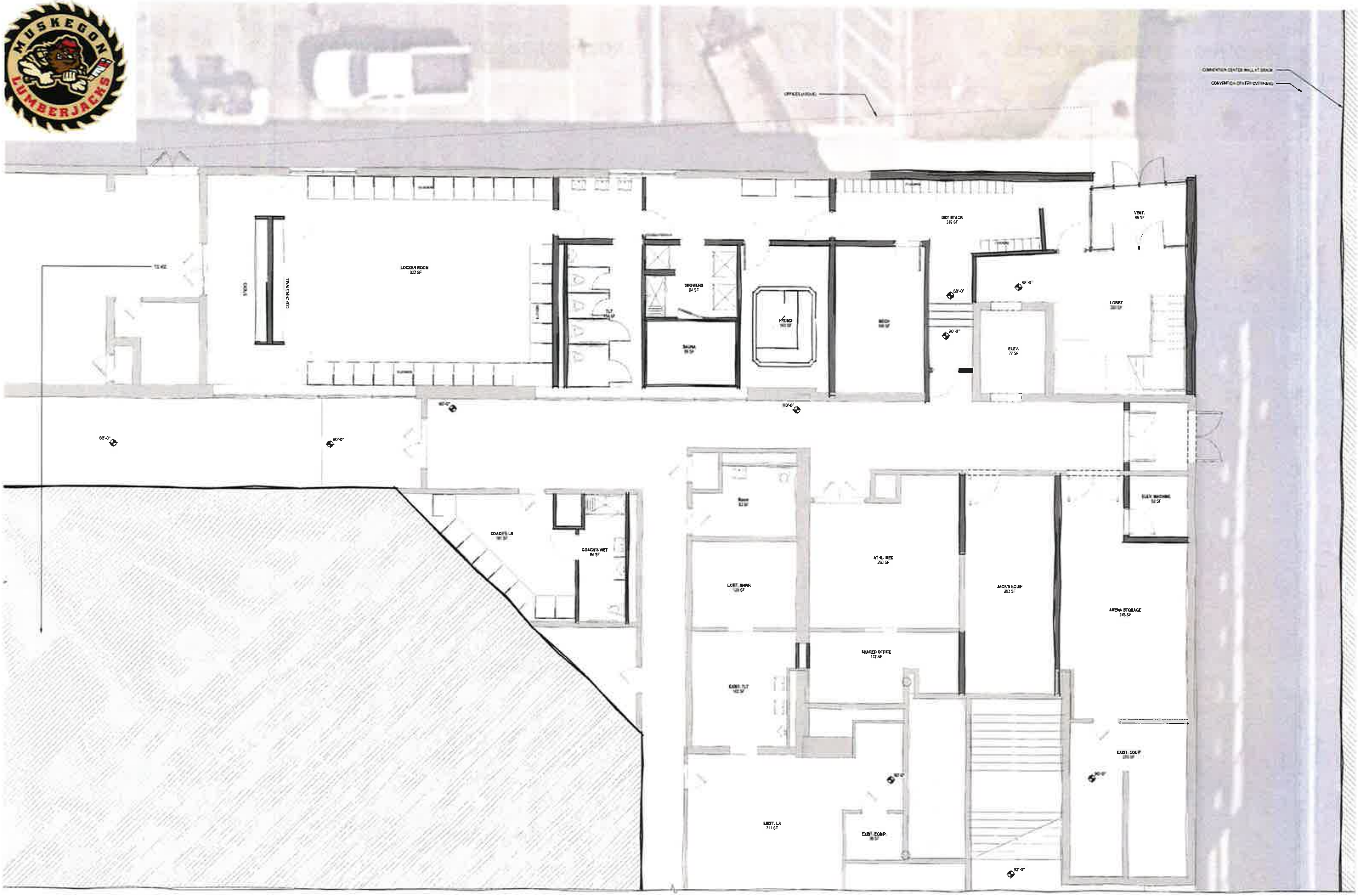
Title: City Mayor

By: ________________________

Name: Ann Marie Meisch

Title: City Clerk

Exhibit A



PRELIMINARY & ADVISORY, NOT FOR CONSTRUCTIO

SPARK43 ARCHITECTS

LUMBERJACKS TEAM SPACE RENOVATIONS

470 WEST WESTERN AVENUE,
MUSKEGON, MI 49440

EVENT LEVEL LOCKER ROOM - OPTION 01

00

MAY 08, 2023

PRELIMINARY & ADVISORY, NOT FOR CONSTRUCTIO

SPARK43 ARCHITECTS

LUMBERJACKS TEAM SPACE RENOVATIONS

470 WEST WESTERN AVENUE,
MUSKEGON, MI 49440

CONCOURSE LEVEL OPTION 01a

MAY 08, 2023

1A

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Parks & Recreation Advisory Committee Establishing Ordinance – 2nd Reading
Submitted By: Kyle Karczewski, Parks & Recreation Director	Department: Public Works

Brief Summary: Ordinance to provide guidelines for the creation of a Parks & Recreation Advisory Committee.

Detailed Summary & Background: Please find these attachments:

1. Parks & Recreation Advisory Committee Ordinance

City staff is looking for feedback from the commission on moving forward with the guidelines for forming the Parks & Recreation Advisory Committee.

Goal/Focus Area/Action Item Addressed: Goal 1. Establish a robust Parks & Recreation improvement plan.

Amount Requested: 0	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Move to adopt Parks & Recreation Advisory Committee ordinance as presented.

Approvals:				Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	□	Yes	□
Other Division Heads	■	Communication	■	No	■
Legal Review	■				

For City Clerk Use Only:

Commission Action:

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO.

<u>The purpose is to create an ordinance to provide the ability to create the Parks & Recreation Advisory Committee</u>

ARTICLE III. PARKS AND RECREATION ADVISORY COMMITTEE*

Sec. 68-61 Definition.

As used in this article, the term "board" means the Parks and Recreation Advisory Committee created by this article.

Sec. 58-62. Created; composition; appointment of members.

There is hereby created a parks and recreation advisory committee consisting of eleven members as follows:

(1) One shall be a member of the city commission to be selected by and from the city commission that will serve as the board chair.
(2) One shall be a member from Muskegon Public Schools.
(3) One shall be a citizen who resides in the City of Muskegon.
(4) Eight shall be citizens who reside in the City of Muskegon with two being representative of each of the four wards.

Sec. 58-63. Terms of members; filling of vacancies.

(a) The term of any member of the board shall not exceed three years.
(b) Notwithstanding subsection (a) of this section, any member of the board shall serve at the pleasure of the city commission.
(c) Vacancies on the board shall be filled by mayoral appointment with the approval of the city commission.

Sec. 58-64. Selection of officers; general powers and duties of board.

(a) The members of the board shall meet and organize by selecting such officers as may be necessary and adopt any rules or bylaws deemed necessary by the board to discharge in an orderly manner those duties hereafter assigned.
(b) It shall be the duty of the board to advise the city commission upon those matters relating to the proper conduct of public recreation, programs and/or facilities within the city which shall be referred to such board from time to time, by the director of parks & recreation; provided, however, nothing contained in this article shall prohibit any member of the board from placing any item of business on the agenda of any board meeting. In addition, thereto, the board shall advise the city commission upon matters referred to the board from time to time by the city commission.

This ordinance adopted:

Ayes:

Nayes:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: ____________________________

Ann Meisch, MMC - City Clerk

CERTIFICATE (Creation of the Parks & Recreation Advisory Committee)

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 23rd day of May 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, and that minutes were kept and will be or have been made available as required thereby.

DATED: May 23, 2023

____

Ann Meisch, MMC
Clerk, City of Muskegon

Publish

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on May 23, 2023 the City Commission of the City of Muskegon adopted an ordinance to provide the ability to create a Parks & Recreation Advisory Committee, summarized as follows:

1. The board shall consist of eleven members including a city commissioner, residents of the City of Muskegon, and a professional with experience relating to the board.
2. The board will advise the city commission upon matter relating the proper conduct of public recreation, programs and/or facilities within the city.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published

CITY OF MUSKEGON

By: Ann Meisch, MMC, City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Brownfield Development & Reimbursement Agreement, The Meadows at Harbor 31 LLC, 170 Viridian Dr.
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: Approval of the Brownfield Development and Reimbursement Agreement for The Meadows at Harbor 31 LLC and to consider the attached resolution.

Detailed Summary:

The Meadows at Harbor 31 is located on 2.5-acres along Muskegon Lake. The proposed redevelopment activities will include a 21 two-story multi-family duple style residential homes with surrounding grass lawn areas, sidewalks and roadways creating a walkable community that provides access to Muskegon Lake, greenspace areas in downtown Muskegon. Sustainable development concepts are proposed throughout the project including green building techniques and low-impact development and stormwater management. The total costs for the eligible activities, including contingencies and interest, are $1,961,135. The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

The Total private investment, not including property acquisition, is approximately $7,000,000. Development is expected to begin this fall through 2024.

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. This agreement is to be approved by the Brownfield Redevelopment Authority during a special meeting held on May 23, 2023.

The Brownfield Plan Amendment was approved by the BRA on April 14, 2023 and the Commission on April 25, 2023.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of The Meadows at Harbor 31 LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on May 23, 2023, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and The Meadows at Harbor 31, LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on April 25, 2023 (the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new residential multi-family duplex style rental housing development proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop land located at 170 Viridian Drive in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Developer is in the process of acquiring the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of 21 two-story multi-family duplex style residential homes with surrounding grass lawn areas, sidewalks and roadways (the **"Project"**), including department specific environmental activities, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan preparation/implementation, as described in the Brownfield Plan, with an estimated cost **of $1,640,450** (the "**Developer Eligible Activities**"). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are **$1,961,135** (the "**Total Eligible Brownfield TIF Costs**").

E. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

F. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2051. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the Developer required under this Agreement have been made or December 31, 2051 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided*, *further*, that the Developer may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between the parties.

10. Non-Waiver.

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

12. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

Martha Jane Bottomley

By: Martha Jane Bottomley
Its:

CITY OF MUSKEGON

By:
Its:

The Meadows at Harbor 31, LLC

Michael J. Houseman

By: Michael J. Houseman
Its: member

19886336-2

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

The Meadows at Harbor 31 LLC, 170 Viridian Dr. The

Meadows at Harbor 31

County of Muskegon, Michigan

2023-May 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23 day of May, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______________ and supported by ______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Development and Reimbursement Agreement; and

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement to the City Commission requesting its approval of the Development and Reimbursement Agreement and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____

Kenneth D. Johnson, Mayor

____

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 23, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk

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

RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Harbor 31 LLC

The Meadows at Harbor 31, 105 Viridian Drive

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 23 of May, 2023 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members B.Tarrant, K. Reid, M. Kleaveland, H. Sytsema, M. Bottomley, B. Hastings, J. Moore, J. Riegler, J. Seyferth

ABSENT: Members J. Wallace, Jr., M. Johnson, Sr., S. Black, D. Pollock

The following preamble and resolution were offered by Member J. RIEGLER and supported by Member B. Tarrant:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include The Meadows at Harbor 31 ("Project") during its meeting on April 11, 2023;

WHEREAS, the Adelaide Pointe Project Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, a Development and Reimbursement Agreement between the City and Harbor 31 LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and Harbor 31 LLC for The Meadows at Harbor 31 Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.
2. The Authority hereby approves the Development and Reimbursement Agreement for

The Meadows at Harbor 31 Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

3. 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: 8

NAYS: 1 K. REID

RESOLUTION DECLARED ADOPTED.

Martha Jane Bottomley

Chair

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 meeting held on May 23, 2023, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marcha Jane Battomley

Chair

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 25, 2023	Title: FY24 DWRF Project Plan Updates
Submitted By: Dan VanderHeide	Department: DPW

Brief Summary: The City's DWRF Project Plan on file with the state for future revolving fund projects has been updated, and the City needs to receive comment and adopt the plan by resolution.

Detailed Summary & Background: The City has taken advantage of favorable rates and even some principal forgiveness as a part of the state's Revolving Loan Fund programs to complete substantial utility improvement projects, such as the Sanford Street project currently underway. In order to be eligible for these programs, projects must be included in the City's "Project Plan" that is on file with the state department of EGLE. The specific projects proposed for the program are not known at this time; this Project Plan is simply a list of projects the City *may* propose for the program in the future. The list is used by the state to perform preliminary environmental and other clearance work so they are prepared for the projects if and when the City proposes them.

Prein & Newhof has updated our Drinking Water Revolving Fund (DWRF) Project Plan (the plan dedicated to drinking water projects) to show potential projects over the next several years. Part of the updating process includes holding a meeting where the public can comment on the plan (satisfied by today's meeting and the public comment periods within it), and a resolution by the Commission adopting the plan. The resolution is attached.

An Executive Summary of the Project Plan is included. For the full version (520 pages, 34MB), please visit: 2023-05-08 DWRF Project Plan - Muskegon -DRAFT

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: I move to adopt the City's 2024 DWRF Project Plan by the included resolution.

Approvals:		Legal Review	☐	Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	☐	Yes	■
Other Division Heads	☐	Communication	☐	No	☐

For City Clerk Use Only:

Commission Action:

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the City of Muskegon recognizes the need to make improvements to its existing water supply and distribution system; and

WHEREAS, the City of Muskegon authorized Prein&Newhof to prepare a Project Plan, which recommends improvements to provide a more reliable and resilient water supply and distribution system including replacement of aging or undersized water mains, replacement of lead service lines, which can cause elevated lead concentrations in homes, and replacement or rehabilitation of aging components of the Water Filtration Plant and a storage tank; and

WHEREAS, said Project Plan was presented at a Public Meeting held on May 23, 2023 and all public comments at the hearing or written comments submitted during the public comment period have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon formally adopts said Project Plan and agrees to implement the selected FY 2024 projects based on the selected alternatives for those projects.

BE IT FURTHER RESOLVED, that the Director of Public Works, a position currently held by Daniel VanderHeide, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on May 23, 2023.

BY: Ann Meisch, City Clerk

Signature Date

DRAFT Drinking Water State Revolving Fund Project Plan Executive Summary

A Project Planning Document (PPD) has been prepared on behalf of the City of Muskegon, Michigan, for the purpose of applying for a Drinking Water State Revolving Fund (DWSRF) loan and potentially grants, from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the construction of improvements to the City of Muskegon's water system.

The City of Muskegon has a high-quality water source, Lake Michigan. The water is treated at a treatment plant on the shore of Lake Michigan, and then pumped to the distribution system, which supplies City residents and several customer communities outside of the city limits.

While the water system has not had any health-based violations in recent years, the water system needs continual investment to maintain compliance and meet level of service goals. Many of the city's facilities have reached, or are reaching, the end of their useful service lives. Prein & Newhof has worked closely with city staff to identify and prioritize projects to meet system needs. Several of the projects that occur within city streets are coordinated with sanitary sewer or street replacement projects that also are in the same street. This allows cost saving to both the water and sewer funds.

Project Needs and Selected Projects

A list of the projects and project descriptions planned for the State's Fiscal Year 2024, as well as future projects, are provided in Table 5. The water distribution system is shown in Figures 1 and 2 and the locations of the proposed projects are shown in Figure 3.

The following is a summary of the needs and projects that have been identified:

- **Distribution System**

  There are numerous locations within the City distribution system that require replacement due to age, deficient maximum flow, pipe diameter, and inaccessibility. Almost half of the system consists of water mains over 80 years old. These aging cast iron mains have a higher risk of failure due to water main breaks, which can pose a threat to public health. In prioritizing of these projects, preference was given to projects that overlap with other City infrastructure projects followed by the more urgent projects identified in various other studies prepared. See Table 5 and Figure 2 for a description of and the location of selected projects.

- **Lead Service Lines**

  Based on records and field verifications as of the end of 2022, the City estimates approximately 10,400 lead, or galvanized pipe connected to or previously connected to lead, water service lines are present in the City. The Michigan Safe Drinking Water Act requires the City to replace these within 20 years at a cost of over $6 million per year. To meet the required 20-year replacement period, the City would be required to replace approximately 575 services a year.

- **Water Storage**

  The city of Muskegon has several elevated water storage tanks. The Nims tank is a one million gallon tank that was constructed in 1937 and has been identified as the highest priority for repainting. Periodic repainting is needed to preserve the life of the tank and to protect water quality. A mixer for the tank is also proposed to reduce potential issues due to stagnant water in the tank. Safety equipment and the roof vent will also be repaired.

- **Filtration Plant**

  Projects at the plant include several sections of roof replacement. The water filtration plant is a large building and roof replacement is critical to prevent leaks into areas that could impact water being treated in the building. Several areas of the plant have been designated for replacement of roofs over 20 years old. Screens on the water supply intake from Lake Michigan are critical to protect downstream pumps from debris. The screens are original to the 1965 intake and have reached the end of their useful lives.

Alternatives Analysis

Alternatives were considered in the process of project evaluation and selection as described in the Project Plan. Since most projects are a direct replacement for aging infrastructure, this was limited to consideration of various alternative methods of construction of materials.

Environmental Evaluation

No long-term environmental, or cultural/historic, impacts have been identified. All projects are within existing developed right-of ways or structures; therefore, no impacts are not expected. The Indiana bat, an endangered species, and the Northern long-eared bat, a threatened species, have some potential to be in the area. No trees will be removed during nesting season between March 31 and October 1 unless a survey for bats is done first. However, if the projects move forward additional, more detailed analysis will be conducted in each area. There will be short-term impacts that are typical during construction such as traffic detours, dust, and noise. These will be controlled as much as possible during the projects.

Financial Analysis

As shown in Table 5, the estimated probable cost of the proposed projects for FY 2024 is approximately $26,084,000 for the eligible costs. At an estimated interest rate of 2.75% for a 20-year period, the annual debt service for the proposed projects will be approximately $1,713,000 per year. This would represent an approximate increase in user rates of $7.00 per month for the average residential user. This is based on 20,784 meter equivalents for city customers only. The City will decide on the final number of projects to complete, and any rate adjustments, once the DWSRF interest rate, grant levels, and principal forgiveness levels for FY 2024 are set. Future projects are identified at $74,000,000 but a schedule has not been set except for lead service line replacement within 20 years.

Overburdened Community

The City of Muskegon meets the definition of being "overburdened" under the criteria established by EGLE for the DWSRF program. The City's median annual household income of $37,827, and the City's taxable land value per capita of $16,910, are below the criteria established by EGLE. The overburdened status typically qualifies the community for extra consideration for grants and loan principal forgiveness.

Table 5 - Summary of Selected Alternatives

Project #	Year	Project Title	Project Description	Water Service Replacements	DWSRF Eligible Cost Estimate	Total Project Cost Estimate
1.	FY24	Holbrook Avenue - Peck St. to Wood St.*	Abandon all 6-inch water main on Holbrook Ave. from Peck St. to Wood St. Tie-in all existing 6-inch north-south mains into the existing 24-inch water main. Replace all water services from the 6-inch water main to the 24-inch main from the main to the meter in the buildings.	6	$874,000	$2,866,000
2.	FY24	6th Street - Laketon Ave. to Washington Ave.*	Replace existing 6-inch water main with approximately 2,000 feet of 8-inch main and replace approximately 900 ft of 16-inch main from Laketon Ave. to Washington Ave. Replace water services from the main to the meter in the buildings.	46	$3,516,000	$4,313,000
3.	FY24	7th Street - Laketon Ave. to Washington Ave.*	Replace existing 6-inch water main with approximately 2,850 feet of 8-inch main from Laketon Ave. to Washington Ave. Replace water services from the main to the meter in the buildings.	36	$2,979,000	$3,709,000
4.	FY24	Glenside Neighborhood Phase II*	Install approximately 1,440 feet of 12-inch water main in the road right of way on Hadden St. from Randolph Ave. to Wickham Dr and on Randolph Avenue from Westwood St. to Hadden St. Install approximately 350 feet of 8-inch water main in the road right of way on Randolph Ave. from Hadden St. to Wickham Dr. Install approximately 330 ft of 8-inch water main on Wickham Dr. from Glenn St. to Hadden St. Reroute existing water services in the alley from the buildings to the new water mains in the road.	54	$1,908,000	$3,359,000
	Future	Glenside Neighborhood Phase III*	Install approximately 530 feet of 12-inch water main and 2,740 feet of 8-inch water main in the road right of way in the Glenside Neighborhood west of Wickham Dr. Roads include Randolph Ave., Winchester Dr., Montague Ave., and Westwood St. Reroute existing water services in the alley from the buildings to the new water mains in the road.	72	$2,806,000	$5,154,000
	Future	Glenside Neighborhood Phase IV*	Install approximately 4,200 feet of 8-inch and 12-inch water main in the road right of way in the Glenside Neighborhood on Cumberland from Glen to Winchester, and on Glen, Ridge, Lexington, and Beardsley from Wickham to Cumberland. Reroute water services in the alley from the buildings to the new water mains in the road.	71	$2,774,000	$5,004,000
	Future	Glenside Neighborhood Phase V*	Install approximately 5,200 feet of 8-inch water main in the road right of way in the Glenside Neighborhood on Randolph from Wickham to Glenside, Winchester from Wickham to Pine Grove, and on Montague from Wickham to Pine Grove. Reroute water services in the alley from the buildings to the new water mains in the road.	141	$4,716,500	$10,273,000
5.	Future	Wood Street - Holbrook Ave. to Spring St.*	Abandon existing 6 inch water main. Replace all water services from the 6-inch water main to the 20-inch transmission main from the main to the meter in the buildings. Replace hydrants, valves and connect east-west cross streets to the 20 inch transmission main.	73	$2,013,000	$6,010,000
6.	Future	Catherine Avenue - Irwin Ave. to Wood St.*	Replace existing 4-inch and 6-inch water main with approximately 3,300 feet of 8-inch main from Irwin Ave. to Wood St. Replace water services from the main to the meter in the buildings.	71	$2,869,000	$4,304,000
7.	Future	Jefferson Street - Laketon Ave. to Southern Ave.*	Replace water services from the main to the meter in the buildings.	31	$622,000	$1,748,000
8.	Future	Iona Avenue - Arthur St. to Wood St.*	Replace existing 6-inch water main with approximately 3,400 feet of 8-inch main from Arthur St. to Wood St. Replace water services from the main to the meter in the buildings.	76	$2,991,000	$4,508,000
9.	Future	Orchard Avenue - Myrtle Ave. to Getty St.*	Replace existing 6-inch water main with approximately 3,750 feet of 8-inch main from Myrtle Ave. to Getty St. Replace water services from the main to the meter in the buildings.	106	$3,281,000	$5,152,000
10.	FY24	Madison Street - Laketon Ave. to Isabella Ave.	Replace existing 6-inch water main with approximately 5,160 feet of 8-inch main from Laketon Ave. to Isabella Ave. Replace water services from the main to the meter in the buildings.	50	$4,196,000	$4,196,000
11.	Future	Dale Avenue - Terrace St. to Getty St.	Install approximately 2,465 feet of 8-inch main from Terrace St. to Wood St., and from Superior St. to Getty St. Install approximately 2,425 feet of 12-inch main from the transmission main on Wood St. to Superior St., and on Superior St. from Dale Ave. to Forest Ave. Replace water services from the main to the meter in the buildings.	29	$3,204,000	$3,747,000
12.	Future	Catherine Avenue - Wood St. to Getty St.	Replace existing 6-inch water main with approximately 2,900 feet of 8-inch main from Getty St. to Wood St. Replace water services from the main to the meter in the buildings.	60	$2,278,000	$2,560,000
13.	FY24	9th Street - Keating Ave. to Shelby St.	Replace existing 6-inch dead end water main with 510 ft of 6-inch main on 9th St. from Keating Ave. to Shelby St. Complete the loop by connecting to the transmission main in Keating Avenue. Replace water services from the main to the meter in the buildings	10	$336,000	$336,000
14.	FY24	Water Filtration Plant Improvements	Replace raw water low lift station intake screens. Repair roof sections 6, 7 and 8.	0	$1,885,000	$1,885,000
15.	FY24	Nims Tank Coating	Recoat the exterior of Nims Tank.	0	$390,000	$390,000
16.	FY24	FY24 Water Service Replacements	Replace approximately 870 galvanized/lead water services at various locations throughout the City to be determined after funding is obtained.	870	$10,000,000	$10,000,000
17.	Future	Future Water Service Replacements	Replace an average of 450 galvanized/lead water services per year at various locations throughout the City to be determined after funding is obtained.	3669	$46,412,000	$46,412,000
				Total FY24 Cost:	**$26,084,000**	**$31,054,000**
				Total Future Cost:	**$73,966,500**	**$94,872,000**

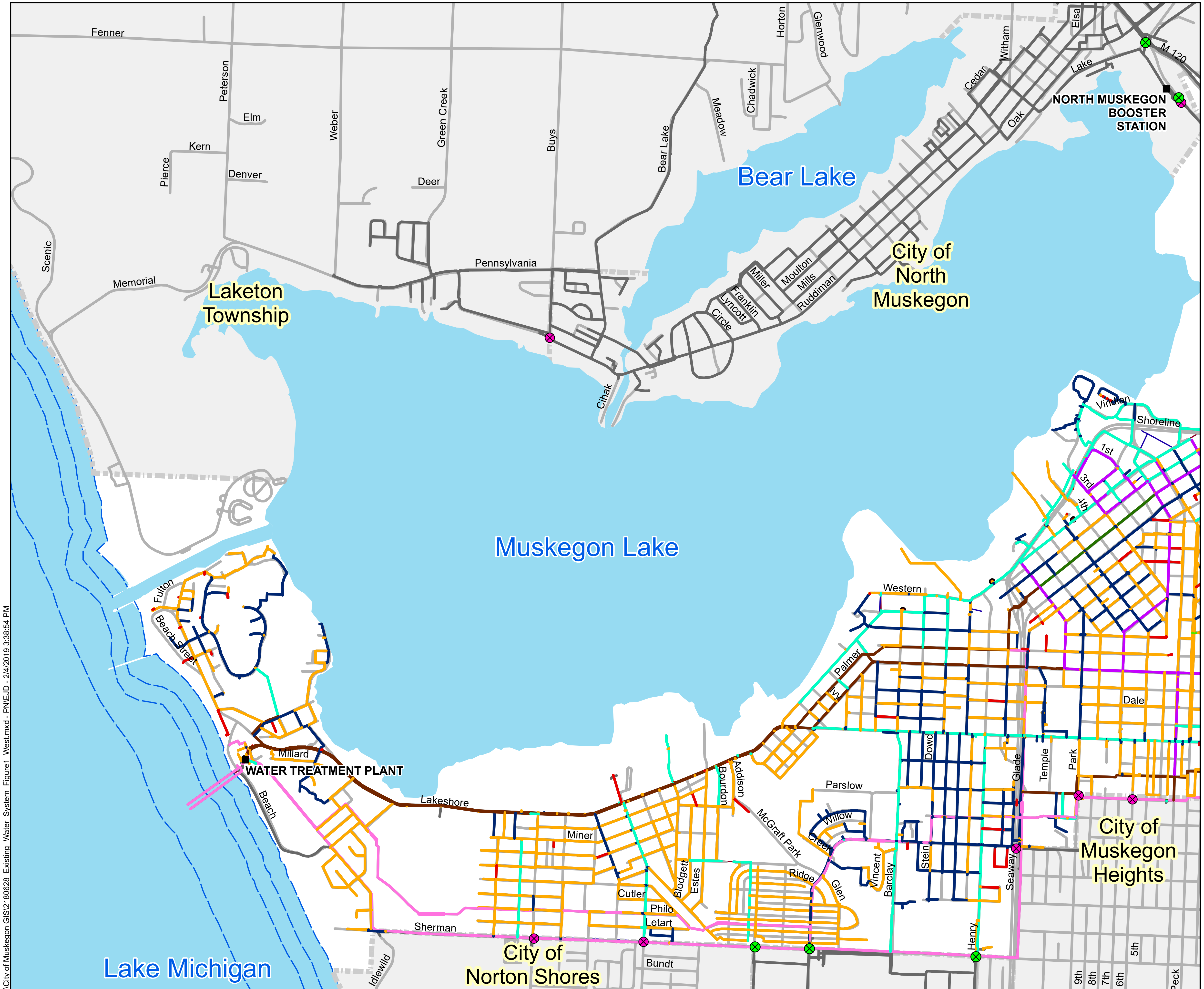
*The City has also applied for CWSRF funding for sanitary sewer gravity sewer replacement within the project area. Sanitary sewer improvement costs are not included in the DWSRF eligible cost estimates shown above.

CITY OF MUSKEGON
MUSKEGON COUNTY, MI
DRINKING WATER REVOLVING FUND (DWRF)
PROJECT PLAN

EXISTING WATER SYSTEM MAP

FIGURE 1A

Prein&Newhof
2210211
WEST



Legend

- Master Meters
- Water Storage Tank
- Pump Stations
- Interconnections
- 4 INCH and Below
- 6 INCH
- 8 INCH
- 10 INCH
- 12 INCH
- 14 INCH
- 16 INCH
- 18 INCH
- 20 INCH
- 24 INCH
- 30 INCH and Above
- Water Main Outside of the City
- Municipal Boundaries

N

0 750 1,500 3,000 Feet

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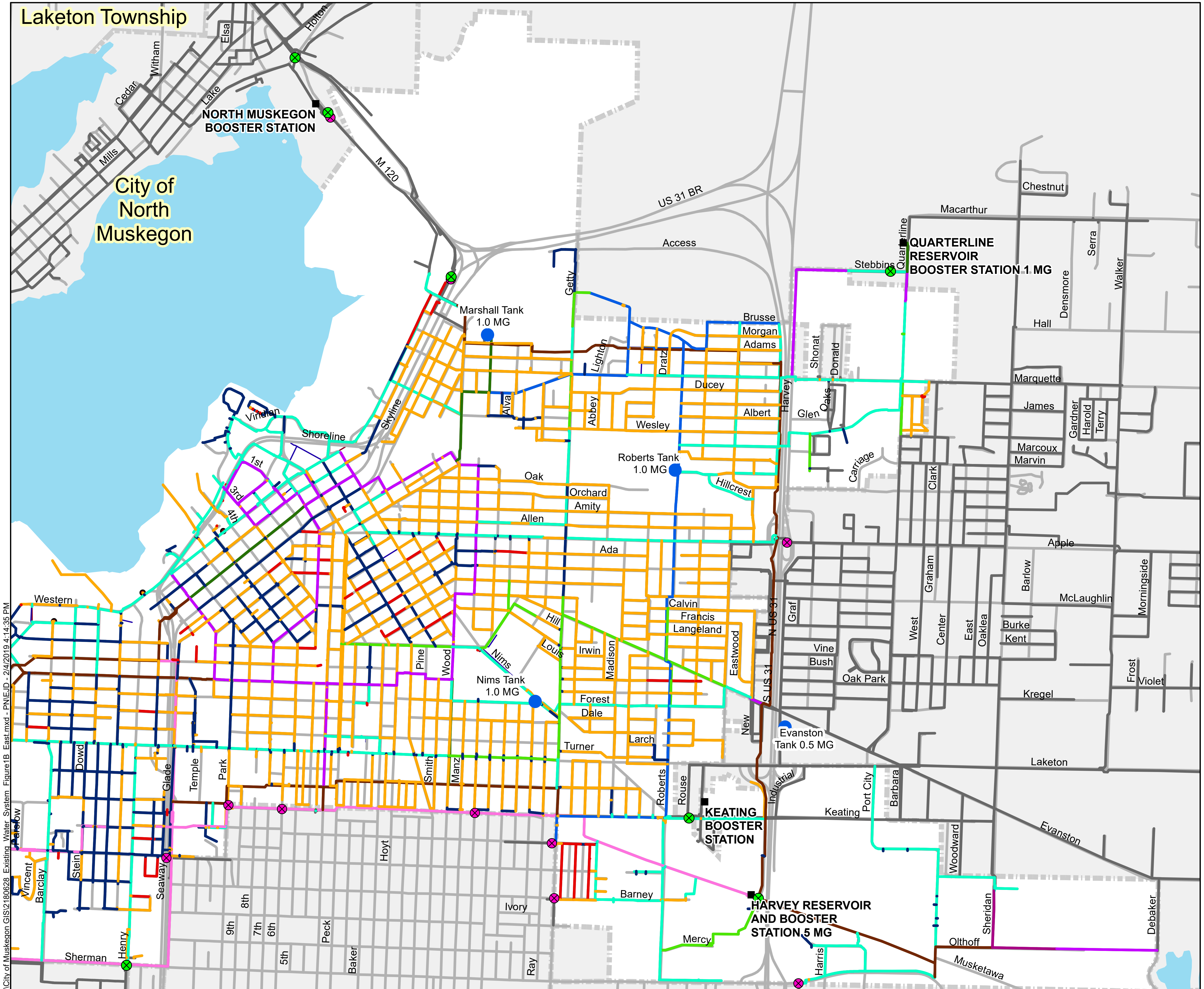


CITY OF MUSKEGON
MUSKEGON COUNTY, MI
DRINKING WATER REVOLVING FUND (DWRF)
PROJECT PLAN

EXISTING WATER SYSTEM MAP

FIGURE 1B

Prein&Newhof

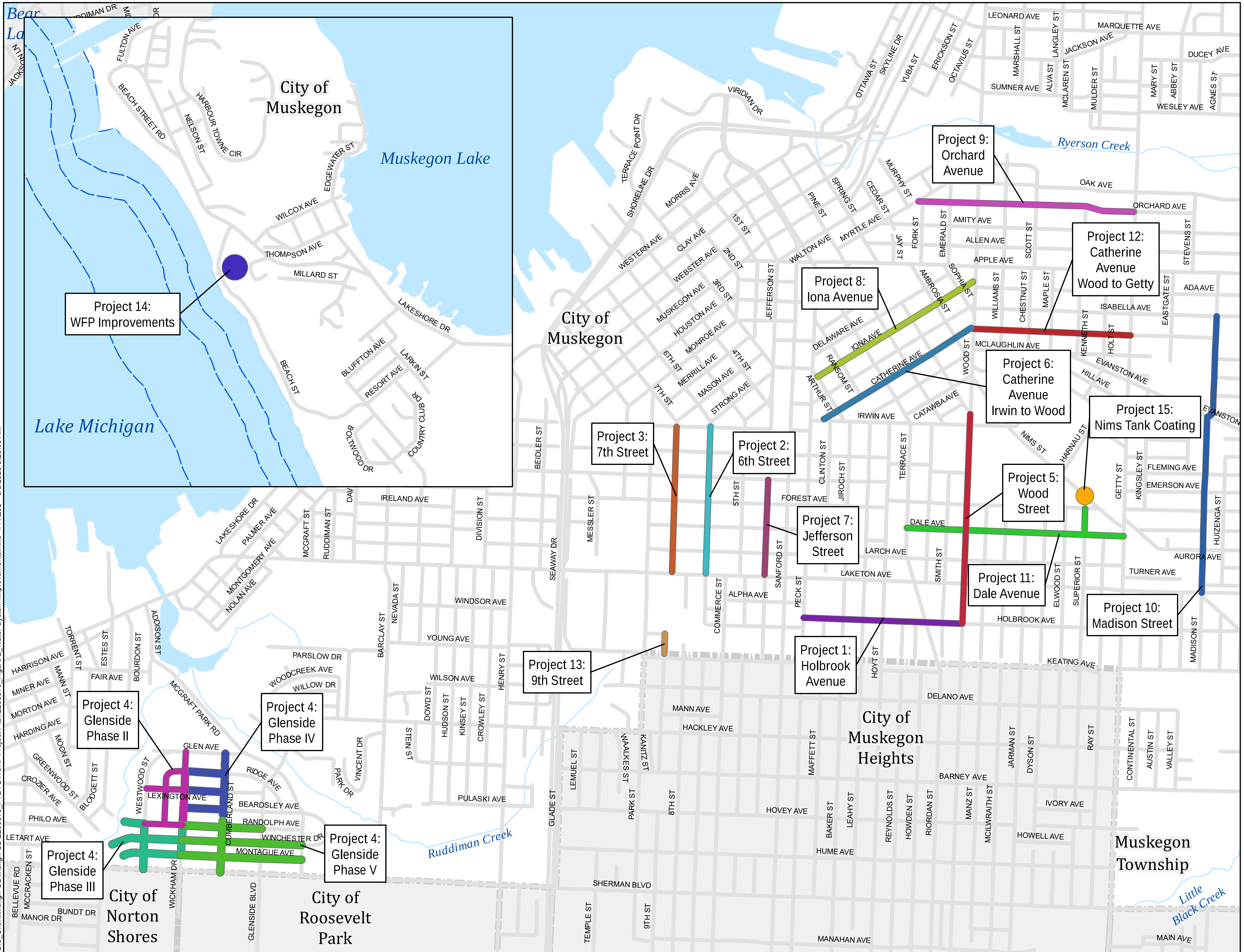
2210211

EAST

Legend

- Master Meters
- Water Storage Tank
- Pump Stations
- Interconnections
- 4 INCH and Below
- 6 INCH
- 8 INCH
- 10 INCH
- 12 INCH
- 14 INCH
- 16 INCH
- 18 INCH
- 20 INCH
- 24 INCH
- 30 INCH and Above
- Water Main Outside of the City
- Municipal Boundaries

0 750 1,500 3,000 Feet



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CITY OF MUSKEGON
MUSKEGON COUNTY, MI
DWSRF PROJECT PLAN

SELECTED WATER SYSTEM IMPROVEMENTS

FIGURE 2
MAY 2023
Prein&Newhof
2230379

LEGEND

DWSRF Projects

- Project 1: Holbrook Avenue
- Project 2: 6th Street
- Project 3: 7th Street
- Project 4: Glenside Phase II
- Project 4: Glenside Phase III
- Project 4: Glenside Phase IV
- Project 4: Glenside Phase V
- Project 5: Wood Street
- Project 6: Catherine Avenue
- Project 7: Jefferson Street
- Project 8: Iona Avenue
- Project 9: Orchard Avenue
- Project 10: Madison Street
- Project 11: Dale Avenue
- Project 12: Catherine Avenue
- Project 13: 9th Street
- Project 14: WFP Improvements
- Project 15: Nims Tank Coating

NOTE: THE LOCATIONS OF THE WATER SERVICE REPLACEMENT PROJECTS (16 & 17) WILL BE WITHIN THE CITY SERVICE AREA AND DETERMINED AFTER FUNDING IS OBTAINED.

0 650 1,300 2,600 Feet

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 9, 2023	Title: Illegal Entry into a Motor Vehicle
Submitted By: Director Timothy E Kozal	Department: Public Safety

Brief Summary: Proposal of an ordinance to prohibit illegal entry into a motor vehicle.

Detailed Summary & Background: Currently local and state law makes it unlawful for any person to enter a motor vehicle and steal an item. To appropriately charge this offense, intent needs to be proven that the defendant intended to steal when entering, or they are caught with the item they removed from the vehicle. There is no law that prohibits anyone from just entering another person’s vehicle. In 2022 MUPD investigated 212 reports of larceny from a motor vehicle. This proposed ordinance makes it illegal for someone to enter another person’s vehicle. This will allow MUPD another tool during our investigations.

Amount Requested: NA	Amount Budgeted: NA
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the proposed ordinance making it illegal for someone to enter another person’s vehicle.

Approvals:

Immediate Division Head	☒	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☒		

Guest(s) Invited / Presenting

Yes ☐

No ■

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 54, Article II of the Code of Ordinances of the City of Muskegon, Michigan, Section 54-36 is adopted to read as follows:

Sec. 54-36 – Illegal Entry into a Motor Vehicle

a. It shall be unlawful for any person to enter a motor vehicle unless the person:
   1. Is the owner or lessee of the vehicle, or has some other contractual interest in the vehicle that would entitle the person to enter the vehicle; or
   2. Is the owner or lessee of the real property upon which the vehicle is located.

b. This section shall not apply to:
   1. A law enforcement officer acting within the scope of the officer's duties.
   2. A motor vehicle that is lawfully being moved because it is abandoned, inoperable, or improperly parked.
   3. An employee or agent of an entity that possesses a valid lien on a motor vehicle and who is expressly authorized by the lien holder to repossess the motor vehicle based upon the failure of the owner or lessee of the motor vehicle to abide by the terms and conditions of the loan or lease agreement.
   4. An individual who has permission to enter from an owner, a lessee, or an authorized operator of the motor vehicle, or the owner or lessee of the real property upon which the vehicle is located.

c. As used in this section:
   ENTER – Includes, but is not limited to, opening a door, trunk or hood of a vehicle, or inserting any part of one's body, or any object connected with the body, into a vehicle, which act shall include breaking the plane of an opened door, window, trunk or engine area.

   MOTOR VEHICLE or VEHICLE – Any vehicle that falls within the definition of "motor vehicle" in the state's Michigan Vehicle Code.

d. Any person convicted of a violation of this section shall be guilty of a misdemeanor punishable by imprisonment in the county jail for not more than 90 days or by a fine of not more than $500.

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

Ayes:

Nays:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: ________________________________
Ann Marie Meisch, MMC - City Clerk

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _______________, 2023, 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:_______________________, 2023

____
Ann Marie Meisch, MMC
City Clerk

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on __________________, 2023, the City Commission of the City of Muskegon adopted Chapter 54, Article II, Sections 54-36, summarized as follows:

1. TO BE COMPLETED LATER

Copies of the ordinance may be viewed and purchased at a 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: _________________, 2023

CITY OF MUSKEGON

By________________________

Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Lakeshore Art Festival Grant
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: The City of Muskegon is in the process of pursuing a grant from the Michigan Arts and Culture Council Grant (MACC) in the amount of $25,000 to support the 2024 Lakeshore Art Festival. Grant funds will support artists' fees (performers and artists), art supplies for the interactive art activities, and marketing efforts to attract a diverse audience. Per the grant requirements, the funds will be matched 1:1 from the Festival budget through sponsorship dollars.

Detailed Summary & Background:

Goal/Focus Area/Action Item Addressed: Action item 2022-1.4 Proceed with events and activities.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To authorize staff to apply for the MACC grant in the amount of $25,000.

Approvals:				Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	☐	Yes	☐
Other Division Heads	■	Communication	☐	No	■
Legal Review	☐				

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 5-23-23	Title: Public Hearing - Request for an Industrial Facilities Exemption Certificate – Pacific Floorcare, 2259 S Sheridan Dr.
Submitted By: Contessa Alexander	Department: Planning & Economic Development

Brief Summary: Pacific Floorcare has requested an Industrial Facilities Tax Exemption Certificate. The company will be making an investment of $2,570,524 in real property improvements and plans on creating up to 17 jobs as part of the overall project, qualifying them for a 12-year abatement.

Detailed Summary:

Pacific Floor Care is a manufacturing facility providing quality, and innovative floor care equipment.

Pacific Floorcare will begin construction for an expansion this month. The expansion will add an additional 36,000 sq ft to the property on 2259 South Sheridan Drive. The new combined building will be 72,000 sq ft of commercial office and manufacturing space.

The new facility will provide for additional rotational molding equipment and new production lines in support of new product launches. The new building will also include a 2,100 sq ft customer training center. The total investment for this project is $2,570,524 in real property. This project will create 17 new jobs, add additional space for lines, warehousing, products and training.

Staff Comments:
There is an established Industrial Development District on this site from July 26,1983 that encompasses the Port City Industrial Park and is included in the agenda packet.

The IFT committee reviewed the applicant's project on May 9, 2023 and based on their findings and calculations, the committee suggests approval of the attached resolution for a term of 12 years for real property. The business has turned in all of the necessary documents and application fee.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: To close the public hearing and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of 12 years for real property to Pacific Floor Care.

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

Police Dept.

Fire

Dept. IT

Dept.

For City Clerk Use Only:

Commission Action:

July 26, 1983

83-303. Port City Industrial Park Plant Rehabilitation and Industrial Development District Under Act 198 Established.

This was the time set for Public Hearing on the request to establish a "Plant Rehabilitation District" and an "Industrial Development District" under the provisions of Act No. 198 of the Public Acts of Michigan of 1974, as amended, for Port City Industrial Park.

Proof of Publication of Notice of Hearing as published in the Muskegon Chronicle was filed.

Receipts of Certified Mail Notice to the owners of the property were also filed.

No objections were heard or filed.

The following resolution was offered by Commissioner Holcomb and supported by Commissioner Larson:

WHEREAS, the City of Muskegon for the owners of the following described property, has filed an Application to establish a "Plant Rehabilitation District" and an "Industrial Development District" under the provisions of Act No. 198 of the Public Acts of Michigan of 1974, as amended:

All that Area within the City of Muskegon East of the U.S. - 31 Highway right-of-way and South of E. Laketon Avenue, Muskegon, Michigan.

and,

WHEREAS, a Public Hearing was held by the City Commission of the City of Muskegon providing an opportunity for any citizen or taxpayer of the City to be heard; and,

WHEREAS, no objections were heard or filed to the establishment of a "Plant Rehabilitation District" and an "Industrial Development District" for the property described in the Application; and

NOW, THEREFORE, BE IT RESOLVED, that the City Commission does hereby establish a "Plant Rehabilitation District" and an "Industrial Development District" for the property in Port City Industrial Park,

Dated this 26th day of July, 1983.

ADOPTED: Yeas, Commissioners Stewart, Holcomb, Jones, Larson, Oglesby, Walcott, and Freye.

Nays, None.

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a Regular Meeting held on July 26, 1983, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976.

Marva A. Vasquez

Marva A. Vasquez,
City Clerk

MUSKEGON
West Michigan's Shoreline City

City of Muskegon
Industrial Facilities Exemption Application
Summary Sheet

Project Summary:

Pacific Floor Care, an existing manufacturing company located at 2259 S. Sheridan Dr., Muskegon, Michigan, is constructing a new 36,000 sq ft facility on the west end of the existing building. The total property investment is for $2,570.524. Pacific Floor care is eligible for a 12- year exemption for real property.

Employment Information:

Racial Characteristics:
White: 42
Minority: 5
Total: 47
Gender Characteristics:
Male: 38
Female: 9
Total: 47

Total No. of Anticipated New Jobs:17

Investment Information:

Real Property:	$2,570.524
Total:	$2,570.524

Property Tax Information (Annual)	All Jurisdictions	City Only
Total New Taxes Generated	$79,687	$16,447.63
Value of Abatement	$39,844	$8,223.82
Total New Taxes Collected	$39,844	$8,223.82

Income Tax Information: (Annual)
Total Additional Income Tax Generated: $12,358.32

Company Requirements:

Adopted Affirmative Action Policy	☑ Yes	☐ No
Meeting w/ City Affirmative Action Director	☑ Yes	☐ No
Signed Tax Abatement Contract	☑ Yes	☐ No
Taxes Paid In Full	☑ Yes	☐ No
Zoning Conflicts	☐ Yes	☑ No

Contessa Alexander

Contessa Alexander
Development Analyst

Dwana Thompson

Dwana Thompson
Affirmative Action Director

Resolution No. _______ **MUSKEGON**

CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE *Pacific Floorcare*

WHEREAS, pursuant to P.A. 198 of 1974 as amended, after duly noticed pubic hearing held on May 23 2023 this Commission by resolution established an Industrial Development District as requested by Pacific Floorcare, 2259 South Sheridan Drive. Muskegon, Michigan 49441; and

WHEREAS, Pacific Floorcare has filed an application for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to a building expansion and new machinery and equipment to be installed within said Industrial Development District ; and

WHEREAS, before acting on said application the Muskegon City Commission held a public hearing on May 23, 2023 at the Muskegon City Hall in Muskegon, Michigan at 5:30 p.m. at which hearing the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the installation of machinery and equipment is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Act of 1974 as amended and Act No. 255 of the Public Acts of 1978 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

2) The application of Pacific Floorcare, for the issuance of an Industrial Facilities Tax Exemption Certificate with respect to the building expansion and installation of new machinery and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGONREVISED PLAT 1903MUSKEGON VALLEY FURNITURE COMPANCY SUB DIVTHAT PT OF BLK 98 DESC AS BEG AT THE NE COR OF LOT 15 BLK 2 TH S 32D 05M 00S W ALG SLY LN OF SD LOT 110.50 FT TH N 57D 55M 00S W 174 FT TH S 32D 05M 00S W 161 FT TH S 39D 32M 00S W 113.45 FTTH S 50D 09M 32S E 228.02 FTTH S 80D 04M 58S E 202.84 FT TH N 00D 25M 00S W ALG W ROW OF GETTY ST 393.12 FTTH N 57D 55M 00S W ALG THE SLY LN OF LOUIS AVE 15 FT TO THE POBALSO BEG AT THE SLY COR LOT 15 BLK 2 TH N 57D 53N 22S W 174 FT ALG SWLY LN SD SUBDIV FOR POB TH S 32D 31M 15S W 161 FT TH S 39D 19M 14S W 106.32 FT TH N 10D 09M 56S E 297.29 FT TO SWLY LN BLK 2 TH S 57D 53M 22S E 121.86 ALG SWLY LN BLK 2 TO POB

3) The Industrial Facilities Tax Exemption Certificate is issued and shall be and remain in force and effect for a period of twelve (12) years on real property.

Adopted this 23 Day of May 2023

Ayes:

Nays:

Absent:

BY: ______________________________

Ken Johnson

Mayor

ATTEST: ______________________________

Ann Meisch, MMC

Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on May 23, 2023.

____

Ann Meisch, MMC

Clerk

CITY OF MUSKEGON

CONTRACT FOR TAX ABATEMENT
Act 198 Public Acts of 1974

AGREEMENT between CITY OF MUSKEGON, a municipal corporation of 2259 South Sheridan Drive, Muskegon, Michigan 49441, ("City") and Pacific Floorcare ("Company').

Recitals:

A. The Company has applied to City for the establishment of an industrial development district or industrial rehabilitation district pursuant to the provisions of Act 198 of the Public Acts of 1974, as amended, which act requires a contract between the City and the Company to be agreed and submitted with the Company's subsequent anticipated application for an industrial facilities exemption certificate.

B. That in addition to the statutory requirement, the City has determined that it is in the best interests of the taxpayers, property owners and residents of the City that this Agreement be approved and executed prior to the establishment of the requested district, and the City deems this Contract, together with the conditions set forth in the said Act to constitute a necessary element in the City's determination whether or not to create the district.

C. The Company intends to install the project set forth in its application ("project") which it believes qualifies for the process of establishing the district and the application for industrial facilities exemption certificate.

D. The City, provided this Agreement is executed, will determine whether to create the district based upon the potential for the production of permanent jobs, the continuation, stabilization or increase of economic activity, planning and zoning considerations and the City's general plan and intentions regarding economic development. In addition to the City policy considerations and predictions that the Company's proposed district and certificate benefit the community in those ways, the City has further determined that the contractual commitments made by the Company to thereby assist the community shall be binding on the Company and necessary to continue the tax exemption made possible by the certificate.

E. This contract shall become effective upon the issuance of an Industrial Facilities Tax Exemption Certificate.

NOW THEREFORE THE PARTIES AGREE:

1. **COMPANY AGREEMENT**. The Company irrevocably commits to the

investment, job retention and job creation promises made in its application, a copy of which is attached hereto and incorporated herein. In particular the Company agrees:

1.1 That 100% of the jobs shall be filled and in existence with full-time employees by a date no later than two (2) years from the date of the granting of the certificate by the State Tax Commission, subject to the provisions of section 3.4 of this agreement.

1.2 That the amount of jobs listed on the application, whether new or retained, will be maintained through the life of the abatement, subject to the provisions of section 3.4 of this agreement.

1.3 The Company shall meet the affirmative action goal included in the application or in any documents supplied by the City and utilized by the Company, including any additional representations made to the City Commission on or before the date two (2) years after the granting of the certificate by the State Tax Commission. It shall maintain the said levels of employment diversity during the period of the certificate, subject to the provisions of section 3.4 of this agreement.

1.4 The Company, by the end of two (2) years from the date of the grant of the certificate by the State Tax Commission shall have completed the investment of $2.5MM in the equipment and improvements as shown in the application, subject to the provisions of section 3.4 of this agreement.

1.5 That the improvements and equipment to receive the tax abatement treatment shall be completed on or before the date two (2) years from the date of granting of the certificate by the State Tax Commission.

1.6 The Company shall pay its specific taxes required by the act in a timely manner, and shall not delay payments so as to incur any penalties or interest.

1.7 The Company shall fully cooperate with the City representatives in supplying all requested and required documentation regarding jobs, investment, the meeting of all goals and the timely installation and utilization of equipment and improvements. The City shall be entitled to inspect at reasonable hours the Company's premises where the said improvements and equipment have been installed and where the said jobs are performed.

1.8 The Company shall maintain, during the entire period for which the tax abatement is granted, the level of jobs, affirmative action goals, production and utilization of the improvements and equipment at the site where the district has been created and for which the tax exemption has been granted.

1.9 The Company shall not cause or fail to cure the release of any hazardous substance, or the violation of any environmental law on its premises in the City. It shall report any releases to the appropriate governmental authority in a timely and complete manner, and provide copies of said report documentation to the City. It shall comply with all orders and actions of any governmental agency having authority.

1.10 The Company shall maintain the equipment and improvements so as to minimize physical or functional obsolescence.

1.11 The Company shall continue to operate its business location in the City, containing the same number of and type of jobs, for the term of the certificate.

2. **AGREEMENT BY THE CITY**. Provided this contract has been executed and further provided all applications to create the district and achieve the industrial facility exemption certificate have been properly filed, the City shall, in a timely manner, determine in a public meeting to whether to create the district and whether to receive, process, and approve thereafter the Company's application for an industrial facilities exemption certificate. The City may consider this contract in a meeting separate from and prior to the meeting in which the City considers the creation of the district and/**or** approval of the application for certificate. Further, the City shall require the submission of this contract signed by the Company together with its applications, before creating the district.

3. **EVENTS OF DEFAULT**. The following actions or failures to comply shall be considered events of default by the Company:

3.1 Failure to meet any of the commitments set forth above.

3.2 The closing of the Company's facilities in the City. Closing shall mean for purpose of this Agreement, the removal, without transfer to another site within the City of substantially all of the production facilities, and the elimination of substantially all the jobs created or retained thereby, which are set forth in the Company's application.

3.3 Failure to afford to the City the documentation and reporting required.

3.4 The failure to create or retain jobs, meet affirmative action goals or expend the funds on equipment and improvements as represented in the application within the times required hereby, unless the company can show that there has been a loss of revenue and employment due to circumstances beyond the control of the company. In order to make that showing the company shall have the burden of supplying, to the City's satisfaction, complete and convincing documentation supporting and justifying reductions in investment, failures to attain affirmative action goals or job losses, such as, without limitation, written evidence of lost contracts, accounting information showing reduced revenues due to the loss of business, (not due to diversion of production to affiliate companies or divisions of the company), production records showing reduced quantities over significant periods of time, and such other information required by the City to support the Company's claim that the failure to invest, failure to achieve affirmative action goals, or loss of jobs should not form the basis for a finding of default.

3.5 The bankruptcy or insolvency of the Company.

3.6 The failure to pay any and all taxes and assessments levied on the Company's property or any other taxes, local, state or federal, including but not limited to City income taxes and the withholding of said City income taxes from employees as required by the City Income Tax Ordinance.

3.7 The performance or omission of any act which would lead to revocation under MCLA 207.565, being §15 of the Act.

3.8 The violation of any provisions, promises, commitments, considerations or covenants of this Agreement.

4. **<u>REMEDIES ON DEFAULT.</u>** In the event of any of the above defaults the City shall have the following remedies which it may invoke without notice, except as may be reasonably required by the Company's rights to due process:

4.1 In the event of closing as determined after investigation of the facts and a public hearing, the Company shall be immediately liable for penalties to be paid forthwith to the city as determined as follows:

4.1.1 The Company shall pay to the City for prorata distribution to the taxing units experiencing the abatement, an amount equal to the difference between the industrial facilities tax which it has paid, and the total property taxes to the relevant taxing units which it would have paid, given its installations of improvements and equipment, during the years for which the certificate was in effect.

4.1.2 <u>Immediate Revocation</u>. The Company hereby consents to revocation to the IFT certificate before the State Tax Commission, without hearing, and the City shall submit a copy of this Agreement to the State Tax Commission in connection with its revocation procedure, giving notice that the default has occurred and immediate revocation should occur.

4.2 In the event the improvements and equipment have not been installed before the two (2) year period, in addition to the revocation procedures before the State Tax Commission, the abatement should immediately be reduced by the City proportionately, and any installations which have not been finished at the end of said two (2) year period shall not be eligible for the abatement thereafter and shall be placed on the regular tax roll.

4.3 Failure to Expend the Funds Represented. In the event, (whether or not the installations have been completed), the Company has not expended the funds it has represented on its application that it would invest for the installation of equipment, the abatement shall be reduced prorata, and any remaining value of equipment shall be placed on the regular tax roll, unless the company can show, through receipts, etc. that the cost of the equipment was actually less than the amount estimated by the company (i.e., the same equipment was purchased as listed in the IFT application, but the bids came in less then expected).

4.4 Job Creation and Retention. In the event the promised number of jobs have not been created or retained at the end of the two (2) years after the grant of the certificate by the State Tax Commission, the abatement shall be proportionately reduced, unless the company can show that the loss of jobs, or inability to hire as many people as expected, is due to circumstances beyond the control of the company (such as an economic downturn).

4.5 Affirmative Action Goals. In the event, after one (1) year from the grant of the certificate by the State Tax Commission, the affirmative action goals of the City for additional jobs have not been met on a prorata basis, the abatement shall be revoked.

4.6 For other violations of this Agreement or for actions or omissions by the Company amounting to grounds for revocation by statue, the City shall recommend to the State Tax Commission immediate revocation of the certificate.

4.7 Special Assessment. For any amount due to be paid to the City, under this Section 4, the Company consents that the City shall have a personal action against the Company for the said amount, and in addition, cumulatively, and not by election, the City shall have a special assessment lien on all the property of the Company personal and real, located in the City, for the collection of the amounts due as and in the manner of property taxes and in such case the collection of the said special assessment shall be accomplished by addition by the City to the Company's property tax statement regularly rendered.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

6. Counterparts. This Agreement may be executed in one or more counterparts. Notwithstanding such execution all such counterparts shall constitute one and the same Agreement.

7. Benefit. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors and personal representatives.

8. Effective Date. This Agreement shall be effective on the date the State of Michigan Tax Commission grants the company at Industrial Facilities Exemption Certificate.

CITY OF MUSKEGON

By_________________________
Ken Johnson, Mayor

and_________________________
Ann Meisch, Clerk

By *William Fisher*

William D. Fisher, President

and_________________________

Its_________________________

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit

STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Pacific Floorcare	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 358902	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 2259 S Sheridan Dr., Muskegon, MI 49442	1d. City/Township/Village (indicate which) Muskegon	1e. County Muskegon
2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	3a. School District where facility is located Orchard View Schools 4. Amount of years requested for exemption (1-12 Years) 12	3b. School Code 61190

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The construction project will create a new 36,000 sq ft facility on the west end of the existing building. The new combined building will be 72,000 sq ft of commercial office and manufacturing space. The new facility will provide for additional rotational molding equipment and new production lines in support of our new product launches. The new building will also include a 2,100 sq ft customer training center.

6a. Cost of land and building improvements (excluding cost of land) .... 2,570,524 (Real Property Costs)
* Attach list of improvements and associated costs.
* Also attach a copy of building permit if project has already begun.

6b. Cost of machinery, equipment, furniture and fixtures .... 0 (Personal Property Costs)
* Attach itemized listing with month, day and year of beginning of installation, plus total

6c. Total Project Costs .... 2,570,524 (Total of Real & Personal Costs)
* Round Costs to Nearest Dollar

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	05/15/2023	01/15/2024	☒ Owned ☐ Leased
Personal Property Improvements			☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 47	10. No. of new jobs at this facility expected to create within 2 years of completion. 17

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) ....

b. TV of Personal Property (excluding inventory) ....

c. Total TV ....

12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 07/26/1983	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Jeff Oberlin	13b. Telephone Number (231) 767-7017	13c. Fax Number (231) 773-1642	13d. E-mail Address joberlin@pacificfloorcare.c
14a. Name of Contact Person Jeff Oberlin	14b. Telephone Number (231) 767-7017	14c. Fax Number (231) 773-1642	14d. E-mail Address joberlin@pacificfloorcare.c
▶ 15a. Name of Company Officer (No Authorized Agents) Bill Fisher			
15b. Signature of Company Officer (No Authorized Agents) William D. Fisher		15c. Fax Number (231) 773-1642	15d. Date 04/25/2023
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2259 S. Sheridan Dr, Muskegon, MI 49442		15f. Telephone Number (317) 223-6123	15g. E-mail Address bfisher@pacificfloorcare.co

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _______ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: **Check or Indicate N/A if Not Applicable** ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit **Check or Indicate N/A if Not Applicable** ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, *Industrial Facilities Tax Exemption (IFT) Application*

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.)**

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. **Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. **Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be**

incorporated into the Letter of Agreement (see sample).

7. **Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)**

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/ year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: **www.legislature.mi.gov/**. For more information and Frequently Asked Questions, visit **www.michigan.gov/propertytaxexemptions**.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Public Hearing Brownfield Plan Amendment, 3rd Amendment, Adelaide Pointe QOZB, LLC
Submitted By: Contessa Alexander	Department: Development Services

Brief Summary: Approval for Brownfield Plan Amendment, 3rd Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.

Detailed Summary & Background:

Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (3rd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units. Plans for this site has begun and will continue through Fall 2030 with a total investment of $92,000,000 (not including property acquisition). The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

This amendment adds in the eligible environmental and non-environmental activities and property boundaries (1100 West Western Avenue) related to the construction of a Dry Rack storage building on the eastern portion of the new redevelopment area. This caused an increase in total investment by approximately $7,000,000 an increase in taxable value by $2,800,000 and increase in environmental and non-environmental activities equating to approximately $1,900,000. Future amendments to this amended BPA may be pursued for phases four and five of the development.

In addition to environmental activities, non-environmental activities will include demolition, lead/asbestos abatement, site preparation and public infrastructure improvements. TIF will be used to reimburse the Developer, for the following eligible activities:

- · Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- · Due care activities
- · Asbestos, lead paint, and mold abatement
- · Select building and site demolition
- · Site preparation
- · Infrastructure improvements (public)
- · 15% contingency
- · Brownfield Plan Amendment
- · Brownfield Plan Amendment Implementation
- · Interest

Staff Comments:
Adelaide Pointe Brownfield Plan Amendment Approval Dates:

Brownfield Plan Amendment- BRA approval on Oct. 12, 2021 and CC on Oct 26, 2021 1st Amendment to the BPA- BRA approval on Dec. 13, 2022 and CC on Dec. 13, 2023. 2nd Amendment to the BPA- BRA and CC approval on Mar. 14, 2023 3rd Amendment to the BPA- BRA approval on May 9, 2023.
Goal/Focus Area/Action Item Addressed: *Focus Area: improved access to the waterfront, blight cleanup, progress toward completion of ongoing economic development projects.*

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Motion to close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 3rd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

Approvals:	Guest(s) Invited / Presenting

Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ■ Legal Review ☐	Yes ■ No ☐
For City Clerk Use Only: Commission Action:	

RESOLUTION APPROVING BROWNFIELD PLAN

AMENDMENT, 3RD AMENDMENT,

Adelaide Pointe QOZB, LLC (1148-1204 West Western)

Adelaide Pointe Project, 3rd Amendment

County of Muskegon, Michigan

2023-May 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23 day of January, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _______________ and supported by _______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment, 3rd Amendment and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment, 3rd Amendment, to the City Commission requesting its approval of the Brownfield Plan Amendment, 3rd Amendment; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Brownfield Plan (3rd Amendment) is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____
Ann Marie Meisch, City Clerk

____
Kenneth D. Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 23, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk

City of Muskegon
Brownfield Redevelopment Authority

3rd Amendment to Brownfield Plan Amendment for the Adelaide Pointe Project at 1204 & 1100 West Western Avenue Muskegon, Michigan

Initial Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**October 12, 2021**
Initial Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**October 26, 2021**
1st Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**December 13, 2022**
1st Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**December 13, 2022**
2nd Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**March 14, 2023**
2nd Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**March 14,2023**

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

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1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

On October 26, 2021, the City of Muskegon (the "City") approved a Brownfield Plan Amendment (BPA) to incorporate 1148, 1204 and 1100 West Western Avenue ("Eligible Property", "Site", or "Property") into the City's existing Brownfield Plan. The BPA detailed redevelopment plans for a five-phase redevelopment at the Eligible Property, including eligible activity costs and related reimbursement through local-only tax increment financing.

The 1st Amendment to the BPA was prepared to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities during the first three immediate phases of redevelopment.

This 2nd Amendment to the BPA has been prepared to reflect changes relating to Developer and City-led completion of eligible activities. Previous versions of this Brownfield Plan included eligible activities that would be completed by both the Developer and City. This 2nd Amendment to the BPA documents that all previously approved eligible activities will now be performed by the Developer. Reimbursement of eligible activity costs incurred by the Developer will conform to the provisions of this 2nd Amendment to the BPA and related agreements between the Developer and City (e.g., Development and Reimbursement Agreement). This 2nd Amendment to the BPA does not alter the type or cost of previously approved eligible activities.

This 3rd Amendment to the BPA has been prepared to add in the eligible environmental and non-environmental activities and property boundaries (1100 West Western Avenue) related to the construction of a Dry Rack storage building on the eastern portion of the new redevelopment area. This 3rd Amendment includes an increase in investment by approximately $7,000,000 an increase in taxable value by $2,800,000 and increase in environmental and non-environmental activities equating to approximately $1,900,000.

Future amendments to this amended BPA may be pursued for phases four and five of the development. See Attachment A for copies of amended BPA resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer, Adelaide Pointe QOZB, LLC, is proposing to redevelop a former industrial site located at 1100 and 1204 West Western Avenue (1148 & 1204 West Western Avenue are now combined), Muskegon, Michigan. Figures 1 and 2 depict the Eligible Property location and layout.

Redevelopment consists of five phases that are anticipated to be completed by 2030. Phases one through three are the focus of this amended BPA. Development phasing is described below:

Development Phase	Anticipated/Actual Start Date	Desired/Actual Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Spring 2022
Phase II – Construction of marina, mixed-use building, boater services building, and dry rack storage building*	Spring 2023	Fall/Winter 2024

Phase III – Construction of 55-unit residential condo building*	Spring 2023	Fall/Winter 2024
Phase IV – Construction of hotel and 50 boat storage units and warehouse	Spring 2024	Fall 2027
Phase V – Construction of residential condos	Spring 2025	Fall 2030

Phases one through three include revitalizing the existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 172 slip marina and construction of a new three-story, mixed-use building with ground level retail and office space (approximately 14,700 gross sf), a second-floor restaurant (approximately 3,700 sf), and third floor deck area (approx. 3,700 sf) (the "Project"). The Project will also create an approximately 4,300 sf boater services, a 55 unit 4-story (90,000 gross sf) residential condo building and a 66,000 square foot dry boat storage building. The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including mass timber construction, solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment in Phases one through three, not including property acquisition, is approximately $92,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

In addition to environmental activities, this amendment to the BPA includes non-environmental eligible activities necessary to complete the Project. Non-environmental activities will include demolition, lead/asbestos abatement, site preparation and public infrastructure improvements. Public infrastructure improvements will include upgrades to the public utilities (water main, sanitary sewer, and storm sewer), public roadways, marina and solar docks. Site preparation activities will include specialized foundations, clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, geotechnical engineering, grading/land balancing, relocation of utilities, temporary erosion controls, temporary site control, surveying and staking, architectural and engineering costs and mass grading.

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA), completed in December 2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, mercury, selenium, silver and zinc. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, 2-methylnaphthalene, naphthalene, cadmium, chromium (total), copper, lead, mercury, and zinc.

The Developer is not a liable party and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

The location and layout of the Property are depicted in Figures 1 and 2. Environmental data tables and an exceedance map are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse the Developer, for the following eligible activities.

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation
- Infrastructure improvements (public)
- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

The table below provides an eligible activity cost summary for the Project.

Summary of Eligible Activity Costs- Developer EGLE	
EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
Pre-Approved Sub-Total	**$435,000**
BEA activities	$102,000
Documentation of due care	$48,000
Hazardous materials survey (e.g., asbestos, lead paint, etc.)	$20,000
Due care assessment	$265,000
EGLE Eligible Activities Total Costs	**$435,000**
Interest (5%)	$21,750
EGLE Eligible Costs Sub-Total	**$456,750**

Summary of Eligible Activity Costs - Developer MSF				
MSF Eligible Activities	Total Cost	Developer Cost	Estimated Completion Schedule	Redevelopment Phase Related to Activity
Public Infrastructure Improvements Sub-Total	$14,843,620	$14,843,620		
Public Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	$2,000,000	$2,000,000	2023-2024	Phase II & III
Public Shopper Dock and Public Transient Dock	$1,300,000	$1,300,000	2023-2024	Phase II
Marina Basin- (breakwater system/public access path)	$4,300,000	$4,300,000	2023-2024	Phase II
Solar Powered Docks	$500,000	$500,000	2023-2024	Phase II
Public Roadways	$4,000,000	$4,000,000	2023-2024	Phase II
West Western Avenue Reconfiguration-Roadway	$1,023,620	$1,023,620	2023-2024	Phase II
Water Main	$850,000	$850,000	2023-2024	Phase II
Sanitary Sewer	$600,000	$600,000	2023-2024	Phase II
Storm Sewer	$270,000	$270,000	2023-2024	Phase II
Site Preparation Sub-Total	$6,750,000	$6,750,000		
Specialized Foundations	$905,000	$905,000	2023-2024	Phase II-V
Clearing and Grubbing	$300,000	$300,000	2023-2024	Phase II & III
Dredging	$800,000	$800,000	2023-2024	Phase II & III
Compaction and Sub-Base Preparation	$350,000	$350,000	2023-2024	Phase II & III
Cut and Fill	$300,000	$300,000	2023-2024	Phase II
Excavation for Unstable Material	$70,000	$70,000	2023-2024	Phase II & III
Fill	$850,000	$850,000	2023-2024	Phase II & III
Geotechnical Engineering	$180,000	$180,000	2023-2024	Phase I, II & III
Grading/Land Balancing	$1,550,000	$1,550,000	2023-2024	Phase II & III

Relocation of Active Utilities	$350,000	$350,000	2023-2024	Phase II & III
Temporary Erosion Controls	$110,000	$110,000	2023-2024	Phase II & III
Temporary Facility	$165,000	$165,000	2023-2024	Phase II & III
Temporary Site Control	$195,000	$195,000	2023-2024	Phase II & III
Surveying and Staking	$125,000	$125,000	2023-2024	Phase II & III
Architectural/Engineering Costs Related to Eligible Activities	$500,000	$500,000	2023-2024	Phase II & III
MSF Eligible Activities Sub-Total	$21,593,620	$21,593,620		
Contingency (15 %)	$3,239,043	$3,239,043		Phase II-V
Interest (5 %)*	$7,715,569	$7,715,569		Phase I-V
Brownfield Plan and Work Plan Preparation	$10,000	$10,000		Phase I
Brownfield Plan and Work Plan Implementation	$10,000	$10,000		Phase I
MSF Eligible Activities Total Costs	$32,568,232	$32,568,232		

*Interest collected at a 5% rate and capped at less than $8,000,000

LOCAL ONLY ELIGIBLE ACTIVITIES COST SUMMARY (Developer)	
Local Only Eligible Activities	Estimated Cost
Department Specific Activities	
Due Care Sub-Total	$3,250,000
Vapor intrusion mitigation	$500,000
Soil capping	$1,500,000
Dewatering	$250,000
Contaminated Soil/Dredge Materials Removal and Disposal	$1,000,000
Local Only Department Specific Activities Total Costs	$3,250,000
Non-Environmental Activities	
Asbestos, Lead based Paint and Mold Abatement	$250,000

Demolition	$500,000
Site Preparation (Sub-total)	$4,445,000
Specialized Foundations	$2,000,000
Clearing and Grubbing	$175,000
Compaction and Sub-Base Preparation	$10,000
Grading and Land Balancing	$200,000
Fill	$200,000
Geotechnical Engineering	$100,000
Relocation of Active Utilities	$150,000
Surveying & Staking	$105,000
Soil Erosion and Sedimentation Control	$5,000
Architectural/Engineering Costs Related to Eligible Activities	$1,500,000
Public Infrastructure (Sub-total)	$2,300,000
Solar Powered Docks (public)	$500,000
Community Building/Clubhouse and Pool (Public)	$1,800,000
Non-Environmental Local Only Eligible Costs	$10,745,000
Contingency (15%)	$1,611,750
Brownfield Plan/Act 381 Workplan Preparation	$10,000
Interest (5%)*	$21,203,783
Total EGLE and Non-Environmental Local Only Eligible Costs	$33,570,533

*5% Annual interest capture based unreimbursed eligible activities

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this amended BPA consist of the following:

Pre-Approved Activities: These activities are permitted to occur prior to amended BPA approval. Preparation of a Phase I ESA, BEA and Documentation of Due Care Compliance were necessary to protect the new Property owner/Developer from liability for environmental contamination. A Hazardous Materials Investigation was conducted to evaluate potential asbestos, lead paint, and other hazardous materials, as required by regulatory agencies prior to select building demolition activities. Due care assessment will be conducted to verify compliance with applicable due care obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of vapor intrusion mitigation systems, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Soil capping will be completed to protect against direct contact concerns related to known contamination. Contaminated soils/dredge materials which cannot be utilized on the Property will be hauled to an appropriate Type 2 landfill for disposal. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental oversight and management.

Asbestos, Lead Paint, and Mold Abatement: Prior to select building demolition activities, asbestos, lead paint, and mold were abated, as applicable, in accordance with applicable regulatory guidelines.

Demolition: Select building and Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Site Preparation: Site preparation is expected to include specialized foundations due to unsuitable urban fill material across the Site, clearing and grubbing in preparation for redevelopment, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking, and appropriate associated professional engineering/architectural fees related to the eligible activities. All the site preparation activities are necessary to support the redevelopment.

Public Infrastructure Improvements: Public Infrastructure improvements will be made by the Developer in the public right-of-way and on publicly accessible land as outlined in the signed Cooperative Use Agreement between the City of Muskegon and AP dated September 13, 2022. Public infrastructure activities, including public parks (Linear Park, East Peninsula Park and the commuter bike path), public roadways (Adelaide Avenue), West Western Avenue reconstruction, public/transient shopper and dockage and dock slips, new and upgraded water main, sanitary sewer and storm sewer utilities, solar power infrastructure for the public shopper and transient dockage and marina upgrades including the breakwater with public access path.

Amended BPA Preparation: This amended BPA was required for authorization of reimbursement to the Developer, as applicable, from tax increment revenues under Public Act 381 of 1996, as amended.

Amended BPA Implementation: Tracking, submittal, review of invoices for reimbursement, plan compliance, and data reporting will be conducted.

Contingency: A 15% contingency is included for those activities not already completed.

Interest: A 5% interest on unreimbursed eligible activities is included.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The base year of this amended BPA is 2021, as established in the approved BPA. The 2021 taxable value of the eligible property was $903,810. After completion of the development (Phases one, two and three), the taxable value is estimated at $46,586,000. This amended BPA assumes a 1.0% annual increase in the taxable value of the Eligible Property. Initial capture is anticipated to begin in 2023.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this amended BPA will be paid for by the Developer. The Developer will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) school tax increment revenues as permitted by Act 381. Additionally, as necessary personal property taxes may be utilized as well for reimbursement. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

This 3rd Amendment to the BPA does not include a City note or bonded indebtedness. The Developer will be responsible for the cost of eligible activities.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for the Developer reimbursement are anticipated to commence in 2023 and end in 2051. It is projected that the amended BPA will extend 30 years, which assumes five years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 1 and 2.

2.7 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

- The legal description is as follows:

  <u>1204 W. Western Avenue</u>

  CITY OF MUSKEGON PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580 DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FT TH N 34D 47M W 330 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT B TH RECOM AT POB TH S 88D 15M W ALG NLY LN WESTERN AVE 18.65 FT TH SWLY ALG SD NLY LN WESTERN AVE ALG ARC OF A 430.61 FT RAD CURVE TO LT 158.33 FT (LC SD CURVE BEARS S 77D 43M 00S W 157.44 FT & CENTRAL ANG SD CURVE IS 21D 04M 00) TO WLY LN NELY 200 FT OF SD BLK 580 TH N 35D 2M 10S W ALG SD WLY LN SD NELY 200 FT DIST 850 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT C TH NWLY SELY & NELY ALG SHORE OF MUSKEGON LAKE 1300 FT M/L FROM SD PT C TO SD PT B EXC THAT PRT OF ABOVE DESC PARCEL THAT LIES WITHIN THE CHESAPEAKE & OHIO RR ROW EXC THAT PART TAKEN BY THE CITY OF MUSKEGON FOR THE LAKESHORE TRAIL BIKE PATH DESC AS THAT PART OF BLKS 578 & 580 DESC AS COM @ SE COR LOT 4 BLK 577 TH S 88D 40M 42S W ALG N ROW LN WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH S 50D 44M 04S W 329.75 FT TH S 20D 19M 09S W 96.30 FT TH S 23D 53M 54S E 405.55

FT TH N 34D 34M 00S W ALG NE LN LAKESHORE YACHT HARBOUR 86.43 FT TH N 23D 53M 54S W 327.11 FT TH N 20D 19M 09S E 107.14 FT TH N 50D 44M 04S E 335.70 FT TH S 33D 32M 57S E 16.08 FT TO POB TAKEN FOR LAKESHORE TRAIL BIKE PATH ACROSS SD PROPERTY AND COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT TH N 48 DEG W 600 FT M/L TO MUSKEGON LAKE TO A PT A RECOM AT POB TH S 88 DEG 15 MIN W 847.15 FT TH N 1 DEG 56 MIN 50 SEC W 256.1 FT TH N 31 DEG 37 MIN 35 SEC E 47 FT TH N 55 DEG 15 MIN 15 SEC E 89.2 FT TH N 35 DEG 54 MIN 50 SEC W 127.65 FT TH N 2 DEG 52 MIN 10 SEC W 553 FT TH S 55 DEG 13 MIN W 243 FT TH N 34 DEG 47 MIN W 330 FT M/L TO THE SHORE OF MUSKEGON LAKE TO A PT REFERRED TO AS PT B TH WLY ALG SHORE LN 1500 FT M/L TO SD PT A EXC THAT PART LYING WITHIN C&O RR R/W RECORDED IN L 702 P 134 ALSO EXC COM AT SW COR LOT 4 BLK 574 FOR POB TH WLY ALG WESTERN AVE 20.5 FT TO SE COR LOT 5 TH NLY TO SLY LN C&O RR R/W TH SELY ALG SLY LN OF SD R/W TO NW COR LOT 3 BLK 577 TH S ALG W LN LOT 3 TO NE COR LOT 4 TH WLY ALG NLY LN LOT 4 40 FT TO NW COR SD LOT TH SLY ALG W LN TO POB EXC THAT PART OF BLK 578 DESCRIBED AS COM AT THE SE COR OF LOT 4 BLK 577 TH S 88D 40M 42S W ALG N R-O-W LINE OF WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32 D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH N 33D 32M 57S W 16.08FT TH N 62D 10M 01S E 211.19 FT TH S 87D 42M 46S E 126.81 FT TH N 71D 39M 34S E 169.45 FT TH S 53D 57M 29S E 104.89 FT TH S 36D 27M 44S E 604.13 FT TH S 01D 31M 44S E 16 FT TH S 38D 27M 16S W 8.34 FT TH N 36D 27M 44S W 610.01FT TH N 53D 57M 29S W 94.21 FT TH S 71D 39M 34S W 164.14 FT TH N 87D 42M 46S W 125.42 FT TH S 62D 10M 01S W 205.29 FT TO POB

1100 W. Western Avenue
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 84°41'53" WEST 270.27 FEET TO A POINT ON THE NORTHERLY LINE OF WEST WESTERN AVENUE; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 80°29'37" WEST 456.87 FEET; THENCE NORTH 01°57'07" EAST 471.02 FEET; THENCE NORTH 43°04'18" WEST 257.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°04'18" WEST 275.00 FEET; THENCE SOUTH 12°25'12" EAST 226.00 FEET; THENCE SOUTH 39°42'27" WEST 304.72 FEET; THENCE NORTH 72°41'13" WEST 97.57 FEET; THENCE NORTHWESTERLY 203.01 FEET ALONG A NON-TANGENT 792.59 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 63°57'08" WEST 202.45 FEET; THENCE NORTH 01°57'07" EAST 367.17 FEET; THENCE SOUTH 88°04'18" EAST 691.00 FEET; THENCE SOUTH 24°25'42" WEST 17.32 FEET TO THE POINT OF BEGINNING.

- The Property layout is depicted on Figure 2.
- The Property is considered an “eligible property” as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide local citizens and tourists with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

Figures

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Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

1204 West Western Ave.

Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
1

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG01_Location Map Date: 5/4/2023 8:11 AM User: ahavens

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1204 West Western Ave.

Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
2

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG02_Site Map Date: 5/4/2023 8:11 AM User: ahavens

SOIL SAMPLE EXCEEDANCE MAP

NORTH

0 150 300 FEET

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1204 West Western Ave.
Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
3

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG03_Soil Sample Exceedance Map Date: 5/4/2023 8:11 AM User: ahavens

APNTW-04 (9.5-14.5') 10/21/22	
2-Methylnaphthalene	28
Naphthalene	12
Chromium, Total	22 J
Copper	60
Lead	88
Mercury, Total	0.31
Zinc	660

TW-03 12/30/20	
Benzene	9.7
Cadmium	7.2
Chromium, Total	33
Copper	150
Lead	180
Mercury	0.65
Zinc	190

APNTW-03 (7-12') 10/21/22	
2-Methylnaphthalene	43
Naphthalene	22
Chromium, Total	93
Copper	140
Lead	150
Selenium	5.5 J
Silver	6.3 J
Zinc	280

APNTW-02 (6-11') 10/21/2022	
Naphthalene	57
Chromium, Total	47 J
Copper	74
Lead	200

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1204 West Western Ave.
Muskegon, Michigan

GROUNDWATER SAMPLE EXCEEDANCE MAP

NORTH

0 150 300 FEET

PROJECT NO.
201515

FIGURE NO.
4

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG04_Groundwater Sample Exceedance Map Date: 5/4/2023 8:11 AM User: ahavens

SOIL EXCEEDANCE DEVELOPMENT PLAN

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1204 West Western Ave.
Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
5

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG05_Soil Exceedance Development Plan Date: 5/4/2023 8:14 AM User: ahavens

J - Estimated value

Bold values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

APNTW-04 (9.5-14.5') 10/21/22	
2-Methylnaphthalene	**28**
Naphthalene	**12**
Chromium, Total	**22 J**
Copper	**60**
Lead	**88**
Mercury, Total	**0.31**
Zinc	**660**

TW-03 12/30/20	
Benzene	**9.7**
Cadmium	**7.2**
Chromium, Total	**33**
Copper	**150**
Lead	**180**
Mercury	**0.65**
Zinc	**190**

APNTW-03 (7-12') 10/21/22	
2-Methylnaphthalene	**43**
Naphthalene	**22**
Chromium, Total	**93**
Copper	**140**
Lead	**150**
Selenium	**5.5 J**
Silver	**6.3 J**
Zinc	**280**

APNTW-02 (6-11') 10/21/2022	
Naphthalene	57
Chromium, Total	47 J
Copper	74
Lead	200

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1204 West Western Ave.
Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
6

GROUNDWATER EXCEEDANCE DEVELOPMENT PLAN

NORTH

0 150 300 FEET

Maps Contributors, © OpenStreetMap, ...min, SafeGraph, GeoTechnologies, Inc, NPS, US Census Bureau, USDA, Maxar

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG06_Groundwater Exceedance Development Plan Date: 5/4/2023 8:15 AM User: ahavens

Adelaide Pointe

Muskegon, MI

Illustrative Masterplan

JANUARY 2023

Table 1

Tax Increment Revenue Capture

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year		0	1	2	3	4	5	6	7	8	9	10
Calendar Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810
Estimated New TV		$ -	$ 911,000	$18,586,000	$46,586,000	$47,051,860	$47,522,379	$47,997,602	$48,477,578	$ 48,962,354	$ 49,451,978	$ 49,946,498
Incremental Difference (New TV - Base TV)[1]		**$ -**	**$ 7,190**	**$ 17,682,190**	**$ 45,682,190**	**$ 46,148,050**	**$ 46,618,569**	**$ 47,093,792**	**$ 47,573,768**	**$ 48,058,544**	**$ 48,548,168**	**$ 49,042,688**
School Capture	Millage Rate											
State Education Tax (SET)	6.00000	$ -	$ -	$ 106,093	$ 274,093	$ 276,888	$ 279,711	$ 282,563	$ 285,443	$ 288,351	$ 291,289	$ 294,256
School Operating Tax	17.98380	$ -	$ -	$ 317,993	$ 821,539	$ 829,917	$ 838,379	$ 846,925	$ 855,557	$ 864,275	$ 873,081	$ 881,974
School Total	**23.9838**	**$ -**	**$ -**	**$ 424,086**	**$ 1,095,633**	**$ 1,106,806**	**$ 1,118,090**	**$ 1,129,488**	**$ 1,141,000**	**$ 1,152,627**	**$ 1,164,370**	**$ 1,176,230**
Local Capture	Millage Rate											
County Museum	0.32200	$ -	$ -	$ 5,694	$ 14,710	$ 14,860	$ 15,011	$ 15,164	$ 15,319	$ 15,475	$ 15,633	$ 15,792
County Veterans	0.07150	$ -	$ -	$ 1,264	$ 3,266	$ 3,300	$ 3,333	$ 3,367	$ 3,402	$ 3,436	$ 3,471	$ 3,507
Senior Citzens Services	0.49990	$ -	$ -	$ 8,839	$ 22,837	$ 23,069	$ 23,305	$ 23,542	$ 23,782	$ 24,024	$ 24,269	$ 24,516
Central Dispatch	0.29999	$ -	$ -	$ 5,304	$ 13,704	$ 13,844	$ 13,985	$ 14,128	$ 14,272	$ 14,417	$ 14,564	$ 14,712
Community College	2.20340	$ -	$ -	$ 38,961	$ 100,656	$ 101,683	$ 102,719	$ 103,766	$ 104,824	$ 105,892	$ 106,971	$ 108,061
M.A.I.S.D	4.75410	$ -	$ -	$ 84,063	$ 217,178	$ 219,392	$ 221,629	$ 223,889	$ 226,170	$ 228,475	$ 230,803	$ 233,154
City Operating	10.07540	$ -	$ -	$ 178,155	$ 460,266	$ 464,960	$ 469,701	$ 474,489	$ 479,325	$ 484,209	$ 489,142	$ 494,125
City Sanitation	2.99790	$ -	$ -	$ 53,009	$ 136,951	$ 138,347	$ 139,758	$ 141,182	$ 142,621	$ 144,075	$ 145,543	$ 147,025
Hackley Library	2.39970	$ -	$ -	$ 42,432	$ 109,624	$ 110,741	$ 111,871	$ 113,011	$ 114,163	$ 115,326	$ 116,501	$ 117,688
MPS Sinking	0.99810	$ -	$ -	$ 17,649	$ 45,595	$ 46,060	$ 46,530	$ 47,004	$ 47,483	$ 47,967	$ 48,456	$ 48,950
County Operating	5.69780	$ -	$ -	$ 100,750	$ 260,288	$ 262,942	$ 265,623	$ 268,331	$ 271,066	$ 273,828	$ 276,618	$ 279,435
Local Total	**30.3198**	**$ -**	**$ -**	**$ 536,120**	**$ 1,385,074**	**$ 1,399,199**	**$ 1,413,465**	**$ 1,427,874**	**$ 1,442,427**	**$ 1,457,125**	**$ 1,471,970**	**$ 1,486,964**
Non-Capturable Millages	Millage Rate											
Community College Debt	0.34000	$ -	$ -	$ 6,012	$ 15,532	$ 15,690	$ 15,850	$ 16,012	$ 16,175	$ 16,340	$ 16,506	$ 16,675
Hackley Debt	0.45320	$ -	$ -	$ 8,014	$ 20,703	$ 20,914	$ 21,128	$ 21,343	$ 21,560	$ 21,780	$ 22,002	$ 22,226
MPS Debt - 1995	3.86000	$ -	$ -	$ 68,253	$ 176,333	$ 178,131	$ 179,948	$ 181,782	$ 183,635	$ 185,506	$ 187,396	$ 189,305
MPS Debt - 2009	3.50000	$ -		$ 61,888	$ 159,888	$ 161,518	$ 163,165	$ 164,828	$ 166,508	$ 168,205	$ 169,919	$ 171,649
Total Non-Capturable Taxes	**8.1532**	**$ -**	**$ -**	**$ 144,166**	**$ 372,456**	**$ 376,254**	**$ 380,091**	**$ 383,965**	**$ 387,878**	**$ 391,831**	**$ 395,823**	**$ 399,855**

[1]Assumes 1% annual increase for inflation

Total Tax Increment Revenue (TIR) Available for Capture	$ -	$ -	$ 960,206	$ 2,480,707	$ 2,506,005	$ 2,531,556	$ 2,557,362	$ 2,583,426	$ 2,609,751	$ 2,636,340	$ 2,663,194

Notes-

Table 2 assumes incremental annual investment with project completion in 2025.

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of $92,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

		11	12	13	14	15	16	17	18	19	20	21	22
Plan Year		**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**
Calendar Year		2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810
Estimated New TV		$ 50,445,962	$ 50,950,422	$ 51,459,926	$ 51,974,526	$ 52,494,271	$ 53,019,214	$ 53,549,406	$ 54,084,900	$ 54,625,749	$ 55,172,006	$ 55,723,726	$ 56,280,964
Incremental Difference (New TV - Base TV)[1]		**$ 49,542,152**	**$ 50,046,612**	**$ 50,556,116**	**$ 51,070,716**	**$ 51,590,461**	**$ 52,115,404**	**$ 52,645,596**	**$ 53,181,090**	**$ 53,721,939**	**$ 54,268,196**	**$ 54,819,916**	**$ 55,377,154**
School Capture	Millage Rate												
State Education Tax (SET)	6.00000	$ 297,253	$ 300,280	$ 303,337	$ 306,424	$ 309,543	$ 312,692	$ 315,874	$ 319,087	$ 322,332	$ 325,609	$ 328,919	$ 332,263
School Operating Tax	17.98380	$ 890,956	$ 900,028	$ 909,191	$ 918,446	$ 927,793	$ 937,233	$ 946,768	$ 956,398	$ 966,125	$ 975,948	$ 985,870	$ 995,892
School Total	**23.9838**	**$ 1,188,209**	**$ 1,200,308**	**$ 1,212,528**	**$ 1,224,870**	**$ 1,237,335**	**$ 1,249,925**	**$ 1,262,641**	**$ 1,275,485**	**$ 1,288,456**	**$ 1,301,558**	**$ 1,314,790**	**$ 1,328,155**
Local Capture	Millage Rate												
County Museum	0.32200	$ 15,953	$ 16,115	$ 16,279	$ 16,445	$ 16,612	$ 16,781	$ 16,952	$ 17,124	$ 17,298	$ 17,474	$ 17,652	$ 17,831
County Veterans	0.07150	$ 3,542	$ 3,578	$ 3,615	$ 3,652	$ 3,689	$ 3,726	$ 3,764	$ 3,802	$ 3,841	$ 3,880	$ 3,920	$ 3,959
Senior Citzens Services	0.49990	$ 24,766	$ 25,018	$ 25,273	$ 25,530	$ 25,790	$ 26,052	$ 26,318	$ 26,585	$ 26,856	$ 27,129	$ 27,404	$ 27,683
Central Dispatch	0.29999	$ 14,862	$ 15,013	$ 15,166	$ 15,321	$ 15,477	$ 15,634	$ 15,793	$ 15,954	$ 16,116	$ 16,280	$ 16,445	$ 16,613
Community College	2.20340	$ 109,161	$ 110,273	$ 111,395	$ 112,529	$ 113,674	$ 114,831	$ 115,999	$ 117,179	$ 118,371	$ 119,575	$ 120,790	$ 122,018
M.A.I.S.D	4.75410	$ 235,528	$ 237,927	$ 240,349	$ 242,795	$ 245,266	$ 247,762	$ 250,282	$ 252,828	$ 255,399	$ 257,996	$ 260,619	$ 263,269
City Operating	10.07540	$ 499,157	$ 504,240	$ 509,373	$ 514,558	$ 519,795	$ 525,084	$ 530,425	$ 535,821	$ 541,270	$ 546,774	$ 552,333	$ 557,947
City Sanitation	2.99790	$ 148,522	$ 150,035	$ 151,562	$ 153,105	$ 154,663	$ 156,237	$ 157,826	$ 159,432	$ 161,053	$ 162,691	$ 164,345	$ 166,015
Hackley Library	2.39970	$ 118,886	$ 120,097	$ 121,320	$ 122,554	$ 123,802	$ 125,061	$ 126,334	$ 127,619	$ 128,917	$ 130,227	$ 131,551	$ 132,889
MPS Sinking	0.99810	$ 49,448	$ 49,952	$ 50,460	$ 50,974	$ 51,492	$ 52,016	$ 52,546	$ 53,080	$ 53,620	$ 54,165	$ 54,716	$ 55,272
County Operating	5.69780	$ 282,281	$ 285,156	$ 288,059	$ 290,991	$ 293,952	$ 296,943	$ 299,964	$ 303,015	$ 306,097	$ 309,209	$ 312,353	$ 315,528
Local Total	**30.3198**	**$ 1,502,108**	**$ 1,517,403**	**$ 1,532,851**	**$ 1,548,453**	**$ 1,564,212**	**$ 1,580,128**	**$ 1,596,203**	**$ 1,612,439**	**$ 1,628,838**	**$ 1,645,400**	**$ 1,662,128**	**$ 1,679,024**
Non-Capturable Millages	Millage Rate												
Community College Debt	0.34000	$ 16,844	$ 17,016	$ 17,189	$ 17,364	$ 17,541	$ 17,719	$ 17,900	$ 18,082	$ 18,265	$ 18,451	$ 18,639	$ 18,828
Hackley Debt	0.45320	$ 22,453	$ 22,681	$ 22,912	$ 23,145	$ 23,381	$ 23,619	$ 23,859	$ 24,102	$ 24,347	$ 24,594	$ 24,844	$ 25,097
MPS Debt - 1995	3.86000	$ 191,233	$ 193,180	$ 195,147	$ 197,133	$ 199,139	$ 201,165	$ 203,212	$ 205,279	$ 207,367	$ 209,475	$ 211,605	$ 213,756
MPS Debt - 2009	3.50000	$ 173,398	$ 175,163	$ 176,946	$ 178,748	$ 180,567	$ 182,404	$ 184,260	$ 186,134	$ 188,027	$ 189,939	$ 191,870	$ 193,820
Total Non-Capturable Taxes	**8.1532**	**$ 403,927**	**$ 408,040**	**$ 412,194**	**$ 416,390**	**$ 420,627**	**$ 424,907**	**$ 429,230**	**$ 433,596**	**$ 438,006**	**$ 442,459**	**$ 446,958**	**$ 451,501**
Total Tax Increment Revenue (TIR) Available for Capture		$ 2,690,317	$ 2,717,711	$ 2,745,379	$ 2,773,323	$ 2,801,547	$ 2,830,054	$ 2,858,845	$ 2,887,924	$ 2,917,294	$ 2,946,958	$ 2,976,918	$ 3,007,178

[1]Assumes 1% annual increase for inflation

Notes-

Table 2 assumes incremental annual investment with project completion in 2025.

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of $92,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year		**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**TOTAL**
Calendar Year		2044	2045	2046	2047	2048	2049	2050	2051	
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ -
Estimated New TV		$ 56,843,773	$ 57,412,211	$ 57,986,333	$ 58,566,196	$ 59,151,858	$ 59,743,377	$ 60,340,811	$ 60,944,219	$ -
Incremental Difference (New TV - Base TV)[1]		**$ 55,939,963**	**$ 56,508,401**	**$ 57,082,523**	**$ 57,662,386**	**$ 58,248,048**	**$ 58,839,567**	**$ 59,437,001**	**$ 60,040,409**	$ -
School Capture	Millage Rate									
State Education Tax (SET)	6.00000	$ 335,640	$ 339,050	$ 342,495	$ 345,974	$ 349,488	$ 353,037	$ 356,622	$ 360,242	$ 8,934,850
School Operating Tax	17.98380	$ 1,006,013	$ 1,016,236	$ 1,026,561	$ 1,036,989	$ 1,047,521	$ 1,058,159	$ 1,068,903	$ 1,079,755	$ 26,780,425
School Total	**23.9838**	**$ 1,341,653**	**$ 1,355,286**	**$ 1,369,056**	**$ 1,382,963**	**$ 1,397,010**	**$ 1,411,196**	**$ 1,425,525**	**$ 1,439,997**	**$ 35,715,275**
Local Capture	Millage Rate									
County Museum	0.32200	$ 18,013	$ 18,196	$ 18,381	$ 18,567	$ 18,756	$ 18,946	$ 19,139	$ 19,333	$ 479,504
County Veterans	0.07150	$ 4,000	$ 4,040	$ 4,081	$ 4,123	$ 4,165	$ 4,207	$ 4,250	$ 4,293	$ 106,474
Senior Citzens Services	0.49990	$ 27,964	$ 28,249	$ 28,536	$ 28,825	$ 29,118	$ 29,414	$ 29,713	$ 30,014	$ 744,422
Central Dispatch	0.29999	$ 16,781	$ 16,952	$ 17,124	$ 17,298	$ 17,474	$ 17,651	$ 17,831	$ 18,012	$ 446,728
Community College	2.20340	$ 123,258	$ 124,511	$ 125,776	$ 127,053	$ 128,344	$ 129,647	$ 130,963	$ 132,293	$ 3,281,175
M.A.I.S.D	4.75410	$ 265,944	$ 268,647	$ 271,376	$ 274,133	$ 276,917	$ 279,729	$ 282,569	$ 285,438	$ 7,079,528
City Operating	10.07540	$ 563,618	$ 569,345	$ 575,129	$ 580,972	$ 586,872	$ 592,832	$ 598,852	$ 604,931	$ 15,003,697
City Sanitation	2.99790	$ 167,702	$ 169,407	$ 171,128	$ 172,866	$ 174,622	$ 176,395	$ 178,186	$ 179,995	$ 4,464,298
Hackley Library	2.39970	$ 134,239	$ 135,603	$ 136,981	$ 138,372	$ 139,778	$ 141,197	$ 142,631	$ 144,079	$ 3,573,493
MPS Sinking	0.99810	$ 55,834	$ 56,401	$ 56,974	$ 57,553	$ 58,137	$ 58,728	$ 59,324	$ 59,926	$ 1,486,312
County Operating	5.69780	$ 318,735	$ 321,974	$ 325,245	$ 328,549	$ 331,886	$ 335,256	$ 338,660	$ 342,098	$ 8,484,831
Local Total	**30.3198**	**$ 1,696,088**	**$ 1,713,323**	**$ 1,730,730**	**$ 1,748,311**	**$ 1,766,069**	**$ 1,784,003**	**$ 1,802,117**	**$ 1,820,413**	**$ 45,150,461**
Non-Capturable Millages	Millage Rate									
Community College Debt	0.34000	$ 19,020	$ 19,213	$ 19,408	$ 19,605	$ 19,804	$ 20,005	$ 20,209	$ 20,414	$ 506,308
Hackley Debt	0.45320	$ 25,352	$ 25,610	$ 25,870	$ 26,133	$ 26,398	$ 26,666	$ 26,937	$ 27,210	$ 674,879
MPS Debt - 1995	3.86000	$ 215,928	$ 218,122	$ 220,339	$ 222,577	$ 224,837	$ 227,121	$ 229,427	$ 231,756	$ 5,748,087
MPS Debt - 2009	3.50000	$ 195,790	$ 197,779	$ 199,789	$ 201,818	$ 203,868	$ 205,938	$ 208,030	$ 210,141	$ 5,211,996
Total Non-Capturable Taxes	**8.1532**	**$ 456,090**	**$ 460,724**	**$ 465,405**	**$ 470,133**	**$ 474,908**	**$ 479,731**	**$ 484,602**	**$ 489,521**	**$ 12,141,269**
Total Tax Increment Revenue (TIR) Available for Capture		$ 3,037,741	$ 3,068,609	$ 3,099,786	$ 3,131,275	$ 3,163,078	$ 3,195,200	$ 3,227,643	$ 3,260,410	**$ 80,865,735**

[1]Assumes 1% annual increase for inflation

Notes-

Table 2 assumes incremental annual investment with project completion in 2025.

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of $92,000,000

Table 2

Tax Increment Revenue Reimbursement Allocation

Table 2 - Estimate of Total Incremental Taxes Available for Reimbursement
1148 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Proportionality	Developer Maximum Reimbursement	School & Local Taxes
44.1%	State	$14,717,396
55.9%	Local	44,860,460
	TOTAL	$59,577,856
	EGLE	$ 365,354
	MSF	$32,568,232
	Local Only	$26,476,874

$ 0

Estimated Years of Capture: 29 years

Estimated Developer Capture	$ 59,213,447
Estimated City of Muskegon Capture	$ -
BRA Administrative Fee	$ 290,000
State Brownfield Redevelopment Fund	$ 4,467,425
Local Brownfield Revolving Fund	$ 4,839,771

	Beginning Balance	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue		$ -	$ -	$ 424,086	$ 1,095,633	$ 1,106,806	$ 1,118,090	$ 1,129,488	$ 1,141,000	$ 1,152,627	$ 1,164,370	$ 1,176,230	$ 1,188,209	$ 1,200,308	$ 1,212,528	$ 1,224,870	$ 1,237,335	$ 1,249,925	$ 1,262,641	$ 1,275,485	$ 1,288,456	$ 1,301,558	$ 1,314,790	$ 1,328,155	$ 1,341,653	$ 1,355,286	$ 1,369,056	$ 1,382,963	$ 1,397,010	$ 1,411,196	$ 1,425,525	$ 1,439,997	$ 35,715,275
State Brownfield Redevelopment Fund (50% of SET)		$ -	$ -	$ 53,047	$ 137,047	$ 138,444	$ 139,856	$ 141,281	$ 142,721	$ 144,176	$ 145,645	$ 147,128	$ 148,626	$ 150,140	$ 151,668	$ 153,212	$ 154,771	$ 156,346	$ 157,937	$ 159,543	$ 161,166	$ 162,805	$ 164,460	$ 166,131	$ 167,820	$ 169,525	$ 171,248	$ 172,987	$ 174,744	$ 176,519	$ 178,311	$ 180,121	$ 4,467,425
State TIR Available for Reimbursement		**$ -**	**$ -**	**$ 371,040**	**$ 958,586**	**$ 968,361**	**$ 978,235**	**$ 988,207**	**$ 998,278**	**$ 1,008,451**	**$ 1,018,725**	**$ 1,029,102**	**$ 1,039,583**	**$ 1,050,168**	**$ 1,060,859**	**$ 1,071,658**	**$ 1,082,564**	**$ 1,093,579**	**$ 1,104,705**	**$ 1,115,941**	**$ 1,127,290**	**$ 1,138,753**	**$ 1,150,330**	**$ 1,162,023**	**$ 1,173,833**	**$ 1,185,761**	**$ 1,197,808**	**$ 1,209,976**	**$ 1,222,265**	**$ 1,234,678**	**$ 1,247,214**	**$ 1,259,876**	**$ 31,247,850**
Total Local Incremental Revenue		$ -	$ -	$ 536,120	$ 1,385,074	$ 1,399,199	$ 1,413,465	$ 1,427,874	$ 1,442,427	$ 1,457,125	$ 1,471,970	$ 1,486,964	$ 1,502,108	$ 1,517,403	$ 1,532,851	$ 1,548,453	$ 1,564,212	$ 1,580,128	$ 1,596,203	$ 1,612,439	$ 1,628,838	$ 1,645,400	$ 1,662,128	$ 1,679,024	$ 1,696,088	$ 1,713,323	$ 1,730,730	$ 1,748,311	$ 1,766,069	$ 1,784,003	$ 1,802,117	$ 1,820,413	$ 45,150,461
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	$ 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	$ 10,000	$ 290,000
Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ 526,120**	**$ 1,375,074**	**$ 1,389,199**	**$ 1,403,465**	**$ 1,417,874**	**$ 1,432,427**	**$ 1,447,125**	**$ 1,461,970**	**$ 1,476,964**	**$ 1,492,108**	**$ 1,507,403**	**$ 1,522,851**	**$ 1,538,453**	**$ 1,554,212**	**$ 1,570,128**	**$ 1,586,203**	**$ 1,602,439**	**$ 1,618,838**	**$ 1,635,400**	**$ 1,652,128**	**$ 1,669,024**	**$ 1,686,088**	**$ 1,703,323**	**$ 1,720,730**	**$ 1,738,311**	**$ 1,756,069**	**$ 1,774,003**	**$ 1,792,117**	**$ 1,810,413**	$ 44,860,461
Total State & Local TIR Available		**$ -**	**$ -**	**$ 897,160**	**$ 2,333,660**	**$ 2,357,561**	**$ 2,381,700**	**$ 2,406,081**	**$ 2,430,705**	**$ 2,455,576**	**$ 2,480,695**	**$ 2,506,066**	**$ 2,531,690**	**$ 2,557,571**	**$ 2,583,710**	**$ 2,610,111**	**$ 2,636,776**	**$ 2,663,707**	**$ 2,690,908**	**$ 2,718,381**	**$ 2,746,128**	**$ 2,774,153**	**$ 2,802,459**	**$ 2,831,047**	**$ 2,859,921**	**$ 2,889,084**	**$ 2,918,538**	**$ 2,948,287**	**$ 2,978,334**	**$ 3,008,681**	**$ 3,039,332**	**$ 3,070,289**	**$ 76,108,311**
DEVELOPER	Beginning Balance																																
Developer Reimbursement Balance	*$ 45,300,336*	*$ -*	*$ 13,721,995*	*$ 24,653,803*	*$ 36,338,642*	*$ 35,844,495*	*$ 35,029,827*	*$ 36,995,999*	*$ 35,260,632*	*$ 33,535,162*	*$ 31,821,077*	*$ 30,119,952*	*$ 28,433,450*	*$ 26,763,327*	*$ 25,111,436*	*$ 23,479,736*	*$ 21,870,292*	*$ 20,237,572*	*$ 19,663,247*	*$ 19,043,970*	*$ 18,377,331*	*$ 17,660,797*	*$ 16,891,709*	*$ 16,067,270*	*$ 15,184,546*	*$ 14,240,450*	*$ 13,231,743*	*$ 12,155,019*	*$ 11,006,701*	*$ 9,783,033*	*$ 8,480,067*	*$ 7,093,658*	
Pre-Approved Environmental Costs	*$ 365,354*	*$ -*	*$ 435,000*	*$ 532,750*	*$ -*																												
State Tax Reimbursement	$ 371,040	$ -		$ 371,040	$ -																												$ 371,040
Local Tax Reimbursement	$ 161,710	$ -		$ 161,710	$ -																												$ 161,710
Interest (5%)	$ 21,750	$ -	$ 21,750	$ -	$ -																												$ 21,750
Total EGLE Reimbursement Balance**		*$ -*	*$ 435,000*	*$ -*	*$ -*																												$ -
Non Environmental Costs	$ 32,568,232	*$ -*	*$ 13,027,293*	*$ 22,797,762*	*$ 32,568,232*	*$ 30,234,572*	*$ 27,877,011*	*$ 25,495,311*	*$ 23,089,230*	*$ 20,658,525*	*$ 18,202,950*	*$ 15,722,254*	*$ 13,216,188*	*$ 10,684,498*	*$ 8,126,927*	*$ 5,543,217*	*$ 2,933,106*	*$ 1,250,542*															
State Tax Reimbursement	$ 14,346,356			$ -	$ 958,586	$ 968,361	$ 978,235	$ 988,207	$ 998,278	$ 1,008,451	$ 1,018,725	$ 1,029,102	$ 1,039,583	$ 1,050,168	$ 1,060,859	$ 1,071,658	$ 1,082,564	$ 1,093,579															*$ 14,346,356*
Local Tax Reimbursement	$ 18,221,876	$ -		$ -	$ 1,375,074	$ 1,389,199	$ 1,403,465	$ 1,417,874	$ 1,432,427	$ 1,447,125	$ 1,461,970	$ 1,476,964	$ 1,492,108	$ 1,507,403	$ 1,522,851	$ 1,538,453	$ 600,000	$ 156,963	-														*$ 18,221,876*
Total Non Environmental Reimbursement Balance**		*$ -*	*$ 13,027,293*	*$ 22,797,762*	*$ 30,234,572*	*$ 27,877,011*	*$ 25,495,311*	*$ 23,089,230*	*$ 20,658,525*	*$ 18,202,950*	*$ 15,722,254*	*$ 13,216,188*	*$ 10,684,498*	*$ 8,126,927*	*$ 5,543,217*	*$ 2,933,106*	*$ 1,250,542*	*$ -*	*$ -*	*$ -*													*$ -*
Local Only Costs	$ 12,366,750	*$ -*	*$ 247,335*	*$ 2,114,714*	*$ 5,813,400*	*$ 7,588,080*	*$ 9,080,492*	*$ 13,244,541*	*$ 13,906,768*	*$ 14,602,107*	*$ 15,332,212*	*$ 16,098,823*	*$ 16,903,764*	*$ 17,748,952*	*$ 18,636,400*	*$ 19,568,220*	*$ 20,546,631*	*$ 20,619,750*	*$ 20,237,572*	*$ 19,663,247*	*$ 19,043,970*	*$ 18,377,331*	*$ 17,660,797*	*$ 16,891,709*	*$ 16,067,270*	*$ 15,184,546*	*$ 14,240,450*	*$ 13,231,743*	*$ 12,155,019*	*$ 11,006,701*	*$ 9,783,033*	*$ 8,480,067*	
Local Tax Reimbursement	$ 26,476,874	$ -	$ -	$ 364,410	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 954,212	$ 1,413,165	$ 1,586,203	$ 1,602,439	$ 1,618,838	$ 1,635,400	$ 1,652,128	$ 1,669,024	$ 1,686,088	$ 1,703,323	$ 1,720,730	$ 1,738,311	$ 1,756,069	$ 1,774,003	$ 1,792,117	$ 1,810,413	*$ 26,476,874*
Interest (5%)	$ 21,203,783	$ -	$ 12,367	$ 105,736	$ 290,670	$ 379,404	$ 454,025	$ 662,227	$ 695,338	$ 730,105	$ 766,611	$ 804,941	$ 845,188	$ 887,448	$ 931,820	$ 978,411	$ 1,027,332	$ 1,030,988	$ 1,011,879	$ 983,162	$ 952,199	$ 918,867	$ 883,040	$ 844,585	$ 803,364	$ 759,227	$ 712,023	$ 661,587	$ 607,751	$ 550,335	$ 489,152	$ 424,003	*$ 21,203,783*
Total Non Environmental Reimbursement Balance**		*$ -*	*$ 259,702*	*$ 1,856,040*	*$ 6,104,070*	*$ 7,967,484*	*$ 9,534,516*	*$ 13,906,768*	*$ 14,602,107*	*$ 15,332,212*	*$ 16,098,823*	*$ 16,903,764*	*$ 17,748,952*	*$ 18,636,400*	*$ 19,568,220*	*$ 20,546,631*	*$ 20,619,750*	*$ 20,237,572*	*$ 19,663,247*	*$ 19,043,970*	*$ 18,377,331*	*$ 17,660,797*	*$ 16,891,709*	*$ 16,067,270*	*$ 15,184,546*	*$ 14,240,450*	*$ 13,231,743*	*$ 12,155,019*	*$ 11,006,701*	*$ 9,783,033*	*$ 8,480,067*	*$ 7,093,658*	*$ -*
Total Annual Developer Reimbursement		*$ -*	*$ -*	*$ 532,750*	*$ 2,333,660*	*$ 2,357,561*	*$ 2,381,700*	*$ 2,406,081*	*$ 2,430,705*	*$ 2,455,576*	*$ 2,480,695*	*$ 2,506,066*	*$ 2,531,690*	*$ 2,557,571*	*$ 2,583,710*	*$ 2,610,111*	*$ 2,636,776*	*$ 2,663,707*	*$ 1,586,203*	*$ 1,602,439*	*$ 1,618,838*	*$ 1,635,400*	*$ 1,652,128*	*$ 1,669,024*	*$ 1,686,088*	*$ 1,703,323*	*$ 1,720,730*	*$ 1,738,311*	*$ 1,756,069*	*$ 1,774,003*	*$ 1,792,117*	*$ 1,810,413*	*$ 59,213,447*
LOCAL BROWNFIELD REVOLVING FUND																																	
LBRF Deposits *																																	
State Tax Capture	*$ 4,839,771*																	*$ -*	*$ 1,104,705*	*$ 1,115,941*	*$ 1,127,290*	*$ 1,138,753*	*$ 353,081*										$ 4,839,771
Local Tax Capture	*$ -*																																$ -
Total LBRF Capture	*$ 4,839,771*																																$ 4,839,771

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed

** 5% Interest Included

Attachment A

Brownfield Plan Resolution(s)

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

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

Adelaide Pointe QOZB LLC (1148-1204 West Western)

2nd Amendment

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 14th day of March 2023 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members B. Tarrant, K. Reid, M. Kleaveland, H. Sytsema, J. Wallace Jr., M. Bottomley, B. Hastings, J. Moore, D. Pollock, J. Seyferth

ABSENT: Members S. Black, J. Riegler

The following preamble and resolution were offered by Member B. Hastings and supported by Member: J. Moore

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 eligible properties within the Adelaide Pointe Project 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 (2nd Amendment) for the Adelaide Pointe Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel 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.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

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: Members B. Tarrant, K. Reid, M. Kleaveland, H. Sytsema, J. Wallace Jr., M. Bottomley, B. Hastings, J. Moore, D. Pollock, J. Seyferth

NAYS: None

RESOLUTION DECLARED ADOPTED.

Martha Jane Bottomley

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 March 14, 2023, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Jane Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

City of Muskegon
Brownfield Redevelopment Authority

2nd Amendment to Brownfield Plan Amendment for the Adelaide Pointe Project at 1204 West Western Avenue Muskegon, Michigan

Initial Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**October 12, 2021**
Initial Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**October 26, 2021**
1st Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**December 13, 2022**
1st Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**December 13, 2022**
2nd Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	
2nd Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

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1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

On October 26, 2021, the City of Muskegon (the "City") approved a Brownfield Plan Amendment (BPA) to incorporate 1148 and 1204 West Western Avenue ("Eligible Property", "Site", or "Property") into the City's existing Brownfield Plan. The BPA detailed redevelopment plans for a five-phase redevelopment at the Eligible Property, including eligible activity costs and related reimbursement through local-only tax increment financing.

The 1st Amendment to the BPA was prepared to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities during the first three immediate phases of redevelopment.

This 2nd Amendment to the BPA has been prepared to reflect changes relating to Developer and City-led completion of eligible activities. Previous versions of this Brownfield Plan included eligible activities that would be completed by both the Developer and City. This 2nd Amendment to the BPA documents that all previously approved eligible activities will now be performed by the Developer. Reimbursement of eligible activity costs incurred by the Developer will conform to the provisions of this 2nd Amendment to the BPA and related agreements between the Developer and City (e.g., Development and Reimbursement Agreement). This 2nd Amendment to the BPA does not alter the type or cost of previously approved eligible activities.

Future amendments to this amended BPA may be pursued for phases four and five of the development. See Attachment A for copies of amended BPA resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer, Adelaide Pointe QOZB, LLC, is proposing to redevelop a former industrial site located at 1204 West Western Avenue (1148 & 1204 West Western Avenue are now combined), Muskegon, Michigan. Figures 1 and 2 depict the Eligible Property location and layout.

Redevelopment consists of five phases that are anticipated to be completed by 2030. Phases one through three are the focus of this amended BPA. Development phasing is described below:

Development Phase	Anticipated/Actual Start Date	Desired/Actual Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Spring 2022
Phase II – Construction of marina, mixed-use building, boater services building*	Spring 2023	Fall/Winter 2024
Phase III – Construction of 55-unit residential condo building*	Spring 2023	Fall/Winter 2024
Phase IV – Construction of hotel and 50 boat storage units and warehouse	Spring 2024	Fall 2027

Phase V – Construction of residential condos	Spring 2025	Fall 2030

Phases one through three include revitalizing the existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 172 slip marina and construction of a new three-story, mixed-use building with ground level retail and office space (approximately 14,700 gross sf), a second-floor restaurant (approximately 3,700 sf), and third floor deck area (approx. 3,700 sf) (the "Project"). The Project will also create an approximately 4,300 sf boater services and a 55 unit 4-story (90,000 gross sf) residential condo building. The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including mass timber construction, solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment in Phases one through three, not including property acquisition, is approximately $85,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

In addition to environmental activities, this amendment to the BPA includes non-environmental eligible activities necessary to complete the Project. Non-environmental activities will include demolition, lead/asbestos abatement, site preparation and public infrastructure improvements. Public infrastructure improvements will include upgrades to the public utilities (water main, sanitary sewer, and storm sewer), public roadways, marina and solar docks. Site preparation activities will include specialized foundations, clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, geotechnical engineering, grading/land balancing, relocation of utilities, temporary erosion controls, temporary site control, surveying and staking, architectural and engineering costs and mass grading.

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA), completed in December 2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, mercury, selenium, silver and zinc. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, 2-methylnaphthalene, naphthalene, cadmium, chromium (total), copper, lead, mercury, and zinc.

The Developer is not a liable party and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

The location and layout of the Property are depicted in Figures 1 and 2. Environmental data tables and an exceedance map are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse the Developer, for the following eligible activities.

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation
- Infrastructure improvements (public)
- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

The table below provides an eligible activity cost summary for the Project.

Summary of Eligible Activity Costs- Developer EGLE	
EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
Pre-Approved Sub-Total	**$350,000**
BEA activities	$52,000
Documentation of due care	$33,000
Hazardous materials survey (e.g., asbestos, lead paint, etc.)	$20,000
Due care assessment	$245,000
EGLE Eligible Activities Total Costs	**$350,000**
Interest (5%)	$15,354
EGLE Eligible Costs Sub-Total	**$365,354**

Summary of Eligible Activity Costs - Developer MSF				
MSF Eligible Activities	Total Cost	Developer Cost	Estimated Completion Schedule	Redevelopment Phase Related to Activity
Public Infrastructure Improvements Sub-Total	$14,843,620	$14,843,620		
Public Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	$2,000,000	$2,000,000	2023-2024	Phase II & III
Public Shopper Dock and Public Transient Dock	$1,300,000	$1,300,000	2023-2024	Phase II

Marina Basin- (breakwater system/public access path)	$4,300,000	$4,300,000	2023-2024	Phase II
Solar Powered Docks	$500,000	$500,000	2023-2024	Phase II
Public Roadways	$4,000,000	$4,000,000	2023-2024	Phase II
West Western Avenue Reconfiguration-Roadway	$1,023,620	$1,023,620	2023-2024	Phase II
Water Main	$850,000	$850,000	2023-2024	Phase II
Sanitary Sewer	$600,000	$600,000	2023-2024	Phase II
Storm Sewer	$270,000	$270,000	2023-2024	Phase II
Site Preparation Sub-Total	$6,750,000	$6,750,000		
Specialized Foundations	$905,000	$905,000	2023-2024	Phase II-V
Clearing and Grubbing	$300,000	$300,000	2023-2024	Phase II & III
Dredging	$800,000	$800,000	2023-2024	Phase II & III
Compaction and Sub-Base Preparation	$350,000	$350,000	2023-2024	Phase II & III
Cut and Fill	$300,000	$300,000	2023-2024	Phase II
Excavation for Unstable Material	$70,000	$70,000	2023-2024	Phase II & III
Fill	$850,000	$850,000	2023-2024	Phase II & III
Geotechnical Engineering	$180,000	$180,000	2023-2024	Phase I, II & III
Grading/Land Balancing	$1,550,000	$1,550,000	2023-2024	Phase II & III
Relocation of Active Utilities	$350,000	$350,000	2023-2024	Phase II & III
Temporary Erosion Controls	$110,000	$110,000	2023-2024	Phase II & III
Temporary Facility	$165,000	$165,000	2023-2024	Phase II & III
Temporary Site Control	$195,000	$195,000	2023-2024	Phase II & III
Surveying and Staking	$125,000	$125,000	2023-2024	Phase II & III
Architectural/Engineering Costs Related to Eligible Activities	$500,000	$500,000	2023-2024	Phase II & III

MSF Eligible Activities Sub-Total	$21,593,620	$21,593,620		
Contingency (15 %)	$3,239,043	$3,239,043		Phase II-V
Interest (5 %)*	$7,715,569	$7,715,569		Phase I-V
Brownfield Plan and Work Plan Preparation	$10,000	$10,000		Phase I
Brownfield Plan and Work Plan Implementation	$10,000	$10,000		Phase I
MSF Eligible Activities Total Costs	$32,568,232	$32,568,232		

*Interest collected at a 5% rate and capped at less than $8,000,000

LOCAL ONLY ELIGIBLE ACTIVITIES COST SUMMARY (Developer)	
Local Only Eligible Activities	Estimated Cost
Department Specific Activities	
Due Care Sub-Total	$3,250,000
Vapor intrusion mitigation	$500,000
Soil capping	$1,500,000
Dewatering	$250,000
Contaminated Soil/Dredge Materials Removal and Disposal	$1,000,000
Local Only Department Specific Activities Total Costs	$3,250,000
Non-Environmental Activities	
Asbestos, Lead based Paint and Mold Abatement	$250,000
Demolition	$500,000
Site Preparation (Sub-total)	$3,160,000
Specialized Foundations	$1,250,000
Clearing and Grubbing	$150,000
Compaction and Sub-Base Preparation	$10,000
Geotechnical Engineering	$50,000

Relocation of Active Utilities	$100,000
Surveying & Staking	$100,000
Architectural/Engineering Costs Related to Eligible Activities	$1,500,000
Public Infrastructure (Sub-total)	$1,900,000
Solar Powered Docks (public)	$500,000
Community Building/Clubhouse and Pool (Public)	$1,400,000
Non-Environmental Local Only Eligible Costs	$5,810,000
Contingency (15%)	$871,500
Brownfield Plan/Act 381 Workplan Preparation	$10,000
Interest (5%)*	$2,462,900
Total EGLE and Non-Environmental Local Only Eligible Costs	$12,404,400

*5% Interest capture begins after MSF Non-Environmental Costs are reimbursed

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this amended BPA consist of the following:

Pre-Approved Activities: These activities are permitted to occur prior to amended BPA approval. Preparation of a Phase I ESA, BEA and Documentation of Due Care Compliance were necessary to protect the new Property owner/Developer from liability for environmental contamination. A Hazardous Materials Investigation was conducted to evaluate potential asbestos, lead paint, and other hazardous materials, as required by regulatory agencies prior to select building demolition activities. Due care assessment will be conducted to verify compliance with applicable due care obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of vapor intrusion mitigation systems, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Soil capping will be completed to protect against direct contact concerns related to known contamination. Contaminated soils/dredge materials which cannot be utilized on the Property will be hauled to an appropriate Type 2 landfill for disposal. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental oversight and management.

Asbestos, Lead Paint, and Mold Abatement: Prior to select building demolition activities, asbestos, lead paint, and mold were abated, as applicable, in accordance with applicable regulatory guidelines.

Demolition: Select building and Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Site Preparation: Site preparation is expected to include specialized foundations due to unsuitable urban fill material across the Site, clearing and grubbing in preparation for redevelopment, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking, and appropriate associated professional engineering/architectural fees related to the eligible activities. All the site preparation activities are necessary to support the redevelopment.

Public Infrastructure Improvements: Public Infrastructure improvements will be made by the Developer in the public right-of-way and on publicly accessible land as outlined in the signed Cooperative Use Agreement between the City of Muskegon and AP dated September 13, 2022. Public infrastructure activities, including public parks (Linear Park, East Peninsula Park and the commuter bike path), public roadways (Adelaide Avenue), West Western Avenue reconstruction, public/transient shopper and dockage and dock slips, new and upgraded water main, sanitary sewer and storm sewer utilities, solar power infrastructure for the public shopper and transient dockage and marina upgrades including the breakwater with public access path.

Amended BPA Preparation: This amended BPA was required for authorization of reimbursement to the Developer, as applicable, from tax increment revenues under Public Act 381 of 1996, as amended.

Amended BPA Implementation: Tracking, submittal, review of invoices for reimbursement, plan compliance, and data reporting will be conducted.

Contingency: A 15% contingency is included for those activities not already completed.

Interest: A 5% interest on unreimbursed eligible activities is included.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The base year of this amended BPA is 2021, as established in the approved BPA. The 2021 taxable value of the eligible property was $903,810. After completion of the development (Phases one, two and three), the taxable value is estimated at $42,875,000. This amended BPA assumes a 1.0% annual increase in the taxable value of the Eligible Property. Initial capture is anticipated to begin in 2023.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this amended BPA will be paid for by the Developer. The Developer will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) school tax increment revenues as permitted by Act 381. Additionally, as necessary personal property taxes may be utilized as well for reimbursement. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

This 2nd Amendment to the BPA does not include a City note or bonded indebtedness. The Developer will be responsible for the cost of eligible activities.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for the Developer reimbursement are anticipated to commence in 2023 and end in 2046. It is projected that the amended BPA will extend 29 years, which assumes five years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 1 and 2.

2.7 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

- The legal description is as follows:

<u>1204 W. Western Avenue</u>

CITY OF MUSKEGON PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580 DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FT TH N 34D 47M W 330 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT B TH RECOM AT POB TH S 88D 15M W ALG NLY LN WESTERN AVE 18.65 FT TH SWLY ALG SD NLY LN WESTERN AVE ALG ARC OF A 430.61 FT RAD CURVE TO LT 158.33 FT (LC SD CURVE BEARS S 77D 43M 00S W 157.44 FT & CENTRAL ANG SD CURVE IS 21D 04M 00) TO WLY LN NELY 200 FT OF SD BLK 580 TH N 35D 2M 10S W ALG SD WLY LN SD NELY 200 FT DIST 850 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT C TH NWLY SELY & NELY ALG SHORE OF MUSKEGON LAKE 1300 FT M/L FROM SD PT C TO SD PT B EXC THAT PRT OF ABOVE DESC PARCEL THAT LIES WITHIN THE CHESAPEAKE & OHIO RR ROW EXC THAT PART TAKEN BY THE CITY OF MUSKEGON FOR THE LAKESHORE TRAIL BIKE PATH DESC AS THAT PART OF BLKS 578 & 580 DESC AS COM @ SE COR LOT 4 BLK 577 TH S 88D 40M 42S W ALG N ROW LN WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH S 50D 44M 04S W 329.75 FT TH S 20D 19M 09S W 96.30 FT TH S 23D 53M 54S E 405.55 FT TH N 34D 34M 00S W ALG NE LN LAKESHORE YACHT HARBOUR 86.43 FT TH N 23D 53M 54S W 327.11 FT TH N 20D 19M 09S E 107.14 FT TH N 50D 44M 04S E 335.70 FT TH S 33D 32M 57S E 16.08 FT TO POB TAKEN FOR LAKESHORE TRAIL BIKE PATH ACROSS SD PROPERTY AND COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT TH N 48 DEG W 600 FT M/L TO MUSKEGON LAKE TO A PT A RECOM AT POB TH S 88 DEG 15 MIN W 847.15 FT TH N 1 DEG 56 MIN 50 SEC W 256.1 FT TH N 31 DEG 37 MIN 35 SEC E 47 FT TH N 55 DEG 15 MIN 15 SEC E 89.2 FT TH N 35 DEG 54 MIN 50 SEC W 127.65 FT TH N 2 DEG 52 MIN 10 SEC W 553 FT TH S 55 DEG 13 MIN W 243 FT TH N 34 DEG 47 MIN W 330 FT M/L TO THE SHORE OF MUSKEGON LAKE TO A PT REFERRED TO AS PT B TH WLY ALG SHORE LN 1500 FT M/L TO SD PT A EXC THAT PART LYING WITHIN C&O RR R/W RECORDED IN L 702 P 134 ALSO EXC COM AT SW COR LOT 4 BLK 574 FOR POB TH WLY ALG WESTERN AVE 20.5 FT TO SE COR LOT 5 TH NLY TO SLY LN C&O RR R/W TH SELY ALG SLY LN OF SD R/W TO NW COR LOT 3 BLK 577 TH S ALG W LN LOT 3 TO NE COR LOT 4 TH WLY ALG NLY LN LOT 4 40 FT TO NW COR SD LOT TH SLY ALG W LN TO POB EXC THAT PART OF BLK 578 DESCRIBED AS COM AT THE SE COR OF LOT 4 BLK 577 TH S 88D 40M 42S W ALG N R-O-W LINE OF WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32 D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W

553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH N 33D 32M 57S W 16.08FT TH N 62D 10M 01S E 211.19 FT TH S 87D 42M 46S E 126.81 FT TH N 71D 39M 34S E 169.45 FT TH S 53D 57M 29S E 104.89 FT TH S 36D 27M 44S E 604.13 FT TH S 01D 31M 44S E 16 FT TH S 38D 27M 16S W 8.34 FT TH N 36D 27M 44S W 610.01FT TH N 53D 57M 29S W 94.21 FT TH S 71D 39M 34S W 164.14 FT TH N 87D 42M 46S W 125.42 FT TH S 62D 10M 01S W 205.29 FT TO POB

- The Property layout is depicted on Figure 2.
- The Property is considered an "eligible property" as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide local citizens and tourists with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Adelaide Pointe QOZB LLC (1148-1204 West Western)

1st Amendment

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 13th day of December 2022 at 10:30 a.m., prevailing Eastern Time.

PRESENT: B. Hastings, J. Riegler, M. Johnson, J. Moore, J. Wallace, D. Pollock, S. Black, J. Seyferth, M. Bottomley

ABSENT: Members

M. Kleaveland, H. Sytsema

The following preamble and resolution were offered by Member B. Hastings and supported by Member J. Seyferth:

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 eligible properties within the Adelaide Pointe Project 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 (1st Amendment) for the Adelaide Pointe Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel 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.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

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: B. Hastings, J. Riegler, M. Johnson, J. Moore, J. Wallace, D. Pollock, S. Black, J. Seyferth, M. Bottomley

NAYS:

RESOLUTION DECLARED ADOPTED.

Martha Jane Bottomley

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 December 13, 2022, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Jane Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

City of Muskegon
Brownfield Redevelopment Authority

Amendment to Brownfield Plan Amendment for the Adelaide Pointe Project at 1204 West Western Avenue Muskegon, Michigan

Initial Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	**October 12, 2021**
Initial Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	**October 26, 2021**
Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Brownfield Redevelopment Authority	
Amendment to Brownfield Plan Amendment Approved by the City of Muskegon Board of Commissioners	

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

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1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

On October 26, 2021, the City of Muskegon (the "City") approved a Brownfield Plan Amendment (BPA) to incorporate 1148 and 1204 West Western Avenue ("Eligible Property", "Site", or "Property") into the City's existing Brownfield Plan. The BPA detailed redevelopment plans for a five-phase redevelopment at the Eligible Property, including eligible activity costs and related reimbursement through local-only tax increment financing.

This amendment to the BPA has been prepared to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities during the first three immediate phases of redevelopment. Future amendments to this amended BPA may be pursued for phases four and five of the development. See Attachment A for copies of amended BPA resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer, Adelaide Pointe QOZB, LLC, is proposing to redevelop a former industrial site located at 1204 West Western Avenue (1148 & 1204 West Western Avenue are now combined), Muskegon, Michigan. Figures 1 and 2 depict the Eligible Property location and layout.

Redevelopment consists of five phases that are anticipated to be completed by 2030. Phases one through three are the focus of this amended BPA. Development phasing is described below:

Development Phase	Anticipated/Actual Start Date	Desired/Actual Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Spring 2022
Phase II – Construction of marina, mixed-use building, boater services building*	Spring 2023	Fall/Winter 2024
Phase III – Construction of 55-unit residential condo building*	Spring 2023	Fall/Winter 2024
Phase IV – Construction of hotel and 50 boat storage units and warehouse	Spring 2024	Fall 2027
Phase V – Construction of residential condos	Spring 2025	Fall 2030

Phases one through three include revitalizing the existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a new three-story, mixed-use building with ground level retail and office space (approximately 14,700 gross sf), a second-floor restaurant (approximately 3,700 sf), and third floor deck area (approx. 3,700 sf) (the "Project"). The Project will also create an approximately 4,300 sf boater services and a 55 unit 4-story (90,000 gross sf) residential condo building. The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including mass timber construction, solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment in Phases one through three, not including property acquisition, is approximately $85,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

In addition to environmental activities, this amendment to the BPA includes non-environmental eligible activities necessary to complete the Project. Non-environmental activities will include demolition, lead/asbestos abatement, site preparation and public infrastructure improvements. Public infrastructure improvements will include upgrades to the public utilities (water main, sanitary sewer, and storm sewer), public roadways, marina and solar docks. Site preparation activities will include specialized foundations, clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, geotechnical engineering, grading/land balancing, relocation of utilities, temporary erosion controls, temporary site control, surveying and staking, architectural and engineering costs and mass grading.

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA), completed in December 2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, mercury, selenium, silver and zinc. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, 2-methylnaphthalene, naphthalene, cadmium, chromium (total), copper, lead, mercury, and zinc.

The Developer is not a liable party and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

The location and layout of the Property are depicted in Figures 1 and 2. Environmental data tables and an exceedance map are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse the Developer and City, as applicable, for the following eligible activities.

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation
- Infrastructure improvements (public)

- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

The table below provides an eligible activity cost summary for the Project.

EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
Pre-Approved Sub-Total	**$350,000**
BEA activities	$52,000
Documentation of due care	$33,000
Hazardous materials survey (e.g., asbestos, lead paint, etc.)	$20,000
Due care assessment	$245,000
EGLE Eligible Activities Total Costs	**$350,000**
Interest (5%)	$15,354
EGLE Eligible Costs Sub-Total	**$365,354**

Summary of Eligible Activity Costs - Developer MSF				
MSF Eligible Activities	Total Cost	Developer Cost	Estimated Completion Schedule	Redevelopment Phase Related to Activity
Public Infrastructure Improvements Sub-Total	$8,100,000	$8,100,000		
Public Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	$2,000,000	$2,000,000	2023-2024	Phase II & III
Public Shopper Dock and Public Transient Dock	$1,300,000	$1,300,000	2023-2024	Phase II
Marina Basin- (breakwater system/public access path)	$4,300,000	$4,300,000	2023-2024	Phase II
Solar Powered Docks	$500,000	$500,000	2023-2024	Phase II
Site Preparation Sub-Total	$6,750,000	$6,750,000		
Specialized Foundations	$905,000	$905,000	2023-2024	Phase II-V

Clearing and Grubbing	$300,000	$300,000	2023-2024	Phase II & III
Dredging	$800,000	$800,000	2023-2024	Phase II & III
Compaction and Sub-Base Preparation	$350,000	$350,000	2023-2024	Phase II & III
Cut and Fill	$300,000	$300,000	2023-2024	Phase II
Excavation for Unstable Material	$70,000	$70,000	2023-2024	Phase II & III
Fill	$850,000	$850,000	2023-2024	Phase II & III
Geotechnical Engineering	$180,000	$180,000	2023-2024	Phase I, II & III
Grading/Land Balancing	$1,550,000	$1,550,000	2023-2024	Phase II & III
Relocation of Active Utilities	$350,000	$350,000	2023-2024	Phase II & III
Temporary Erosion Controls	$110,000	$110,000	2023-2024	Phase II & III
Temporary Facility	$165,000	$165,000	2023-2024	Phase II & III
Temporary Site Control	$195,000	$195,000	2023-2024	Phase II & III
Surveying and Staking	$125,000	$125,000	2023-2024	Phase II & III
Architectural/Engineering Costs Related to Eligible Activities	$500,000	$500,000	2023-2024	Phase II & III
MSF Eligible Activities Sub-Total	$14,850,000	$14,850,000		
Contingency (15 %)	$2,227,500	$2,227,500		Phase II-V
Interest (5 %)*	$7,281,564	$7281,564		Phase I-V
Brownfield Plan and Work Plan Preparation	$10,000	$10,000		Phase I
Brownfield Plan and Work Plan Implementation	$10,000	$10,000		Phase I
MSF Eligible Activities Total Costs	$24,379,064	$24,379,064		

*Interest collected at a 5% rate and capped at less than $8,000,000

ELIGIBLE ACTIVITIES COST SUMMARY- City of Muskegon Activities				
MSF Eligible Non-Environmental Activities	Total Cost	City of Muskegon Cost	Estimated Completion Schedule	Redevelopment Phase Related Activity
Public Infrastructure (sub-total)	**$6,743,620**	**$6,743,620**		
Public Roadways	$4,000,000	$4,000,000	2023-2024	Phase II
West Western Avenue Reconfiguration-Roadway	$1,023,620	$1,023,620	2023-2024	Phase II
Water Main	$850,000	$850,000	2023-2024	Phase II
Sanitary Sewer	$600,000	$600,000	2023-2024	Phase II
Storm Sewer	$270,000	$270,000	2023-2024	Phase II
Local Only Non-Environmental Activities Total Costs	**$6,743,620**	**$6,743,620**		
Interest (5%)	$1,357,768	$1,357,768		
Total City of Muskegon Bond Eligible Costs	**$8,101,388**	**$8,101,388**		

LOCAL ONLY ELIGIBLE ACTIVITIES COST SUMMARY (Developer)	
Local Only Eligible Activities	Estimated Cost
Department Specific Activities	
Due Care Sub-Total	$3,250,000
Vapor intrusion mitigation	$500,000
Soil capping	$1,500,000
Dewatering	$250,000
Contaminated Soil/Dredge Materials Removal and Disposal	$1,000,000
Local Only Department Specific Activities Total Costs	$3,250,000
Non-Environmental Activities	

Asbestos, Lead based Paint and Mold Abatement	$250,000
Demolition	$500,000
Site Preparation (Sub-total)	$3,160,000
Specialized Foundations	$1,250,000
Clearing and Grubbing	$150,000
Compaction and Sub-Base Preparation	$10,000
Geotechnical Engineering	$50,000
Relocation of Active Utilities	$100,000
Surveying & Staking	$100,000
Architectural/Engineering Costs Related to Eligible Activities	$1,500,000
Public Infrastructure (Sub-total)	$1,900,000
Solar Powered Docks (public)	$500,000
Community Building/Clubhouse and Pool (Public)	$1,400,000
Non-Environmental Local Only Eligible Costs	$5,810,000
Contingency (15%)	$871,500
Brownfield Plan/Act 381 Workplan Preparation	$10,000
Interest (5%)*	$2,462,900
Total EGLE and Non-Environmental Local Only Eligible Costs	$12,404,400

*5% Interest capture begins after MSF Non-Environmental Costs are reimbursed

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this amended BPA consist of the following:

Pre-Approved Activities: These activities are permitted to occur prior to amended BPA approval. Preparation of a Phase I ESA, BEA and Documentation of Due Care Compliance were necessary to protect the new Property owner/Developer from liability for environmental contamination. A Hazardous Materials Investigation was conducted to evaluate potential asbestos, lead paint, and other hazardous materials, as required by regulatory agencies prior to select building demolition activities. Due care assessment will be conducted to verify compliance with applicable due care obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of vapor intrusion mitigation systems, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Soil capping will be completed to protect against direct contact concerns related to known contamination. Contaminated soils/dredge materials which cannot be utilized on the Property will be hauled to an appropriate Type 2 landfill for disposal. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental oversight and management.

Asbestos, Lead Paint, and Mold Abatement: Prior to select building demolition activities, asbestos, lead paint, and mold were abated, as applicable, in accordance with applicable regulatory guidelines.

Demolition: Select building and Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Site Preparation: Site preparation is expected to include specialized foundations due to unsuitable urban fill material across the Site, clearing and grubbing in preparation for redevelopment, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking, and appropriate associated professional engineering/architectural fees related to the eligible activities. All the site preparation activities are necessary to support the redevelopment.

Public Infrastructure Improvements: Public Infrastructure improvements will be made by both the Developer and City of Muskegon in the public right-of-way and publicly accessible land as outlined in the signed Cooperative Use Agreement between the City of Muskegon and AP dated September 13, 2022. Public infrastructure activities, including public parks (Linear Park, East Peninsula Park and the commuter bike path), public roadways (Adelaide Avenue), West Western Avenue reconstruction, public/transient shopper and dockage and dock slips, new and upgraded water main, sanitary sewer and storm sewer utilities, solar power infrastructure for the public shopper and transient dockage and marina upgrades including the breakwater with public access path.

Amended BPA Preparation: This amended BPA was required for authorization of reimbursement to the Developer and City, as applicable, from tax increment revenues under Public Act 381 of 1996, as amended.

Amended BPA Implementation: Tracking, submittal, review of invoices for reimbursement, plan compliance, and data reporting will be conducted.

Contingency: A 15% contingency is included for those activities not already completed.

Interest: A 5% interest on unreimbursed eligible activities is included.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The base year of this amended BPA is 2021, as established in the approved BPA. The 2021 taxable value of the eligible property was $903,810. After completion of the development (Phases one, two and three), the taxable value is estimated at $42,875,000. This amended BPA assumes a 1.0% annual increase in the taxable value of the Eligible Property. Initial capture is anticipated to begin in 2023.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this amended BPA will be paid for by the Developer and the City. The Developer and City will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) school tax increment revenues as permitted by Act 381. Additionally, as necessary personal property taxes may be utilized as well for reimbursement. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

The City of Muskegon may finance eligible public infrastructure improvements and other eligible activities, as applicable, via municipal bonds with tax increment financing as the pay back mechanism subject to the terms outlined in the Reimbursement/Development Agreement (Attachment D). The estimated total bond amount will not exceed $10,500,000 with interest added at 5 %.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for the City reimbursement is anticipated to commence in 2023 and end in 2031. Developer reimbursement will follow with an estimated start date of 2023. The anticipated end date for Developer reimbursement is 2046. It is projected that the amended BPA will extend 29 years, which assumes five years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 1 and 2.

2.7 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

- The legal description is as follows:

  1204 W. Western Avenue

  CITY OF MUSKEGON PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580 DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FT TH N 34D 47M W 330 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT B TH RECOM AT POB TH S 88D 15M W ALG NLY LN WESTERN AVE 18.65 FT TH SWLY ALG SD NLY LN WESTERN AVE ALG ARC OF A 430.61 FT RAD CURVE TO LT 158.33 FT (LC SD CURVE BEARS S 77D 43M 00S W 157.44 FT & CENTRAL ANG SD CURVE IS 21D 04M 00) TO WLY LN NELY 200 FT OF SD BLK 580 TH N 35D 2M 10S W ALG SD WLY LN SD NELY 200 FT DIST 850 FT M/L TO SHORE OF MUSKEGON LAKE REFERRED TO AS PT C TH NWLY SELY & NELY ALG SHORE OF MUSKEGON LAKE 1300 FT M/L FROM SD PT C TO SD PT B EXC THAT PRT OF ABOVE DESC PARCEL THAT LIES WITHIN THE CHESAPEAKE & OHIO RR ROW EXC THAT PART TAKEN BY THE CITY OF MUSKEGON FOR THE LAKESHORE TRAIL BIKE PATH DESC AS THAT PART OF BLKS 578 & 580 DESC AS COM @ SE COR LOT 4 BLK 577 TH S 88D 40M 42S W ALG N ROW LN WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S

W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH S 50D 44M 04S W 329.75 FT TH S 20D 19M 09S W 96.30 FT TH S 23D 53M 54S E 405.55 FT TH N 34D 34M 00S W ALG NE LN LAKESHORE YACHT HARBOUR 86.43 FT TH N 23D 53M 54S W 327.11 FT TH N 20D 19M 09S E 107.14 FT TH N 50D 44M 04S E 335.70 FT TH S 33D 32M 57S E 16.08 FT TO POB TAKEN FOR LAKESHORE TRAIL BIKE PATH ACROSS SD PROPERTY AND COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT TH N 48 DEG W 600 FT M/L TO MUSKEGON LAKE TO A PT A RECOM AT POB TH S 88 DEG 15 MIN W 847.15 FT TH N 1 DEG 56 MIN 50 SEC W 256.1 FT TH N 31 DEG 37 MIN 35 SEC E 47 FT TH N 55 DEG 15 MIN 15 SEC E 89.2 FT TH N 35 DEG 54 MIN 50 SEC W 127.65 FT TH N 2 DEG 52 MIN 10 SEC W 553 FT TH S 55 DEG 13 MIN W 243 FT TH N 34 DEG 47 MIN W 330 FT M/L TO THE SHORE OF MUSKEGON LAKE TO A PT REFERRED TO AS PT B TH WLY ALG SHORE LN 1500 FT M/L TO SD PT A EXC THAT PART LYING WITHIN C&O RR R/W RECORDED IN L 702 P 134 ALSO EXC COM AT SW COR LOT 4 BLK 574 FOR POB TH WLY ALG WESTERN AVE 20.5 FT TO SE COR LOT 5 TH NLY TO SLY LN C&O RR R/W TH SELY ALG SLY LN OF SD R/W TO NW COR LOT 3 BLK 577 TH S ALG W LN LOT 3 TO NE COR LOT 4 TH WLY ALG NLY LN LOT 4 40 FT TO NW COR SD LOT TH SLY ALG W LN TO POB EXC THAT PART OF BLK 578 DESCRIBED AS COM AT THE SE COR OF LOT 4 BLK 577 TH S 88D 40M 42S W ALG N R-O-W LINE OF WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32 D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH N 33D 32M 57S W 16.08FT TH N 62D 10M 01S E 211.19 FT TH S 87D 42M 46S E 126.81 FT TH N 71D 39M 34S E 169.45 FT TH S 53D 57M 29S E 104.89 FT TH S 36D 27M 44S E 604.13 FT TH S 01D 31M 44S E 16 FT TH S 38D 27M 16S W 8.34 FT TH N 36D 27M 44S W 610.01FT TH N 53D 57M 29S W 94.21 FT TH S 71D 39M 34S W 164.14 FT TH N 87D 42M 46S W 125.42 FT TH S 62D 10M 01S W 205.29 FT TO POB

- The Property layout is depicted on Figure 2.
- The Property is considered an "eligible property" as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide local citizens and tourists with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Adelaide Pointe Project - amended

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 October 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

ABSENT: Members - B. Hastings, M. Kleaveland, H. Systema, J. Wallace Jr., S. Black, D. Kalisz.

The following preamble and resolution were offered by Member J. Riegler and supported by Member F. Peterson:

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 eligible properties within the Adelaide Pointe Project 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 Adelaide Pointe Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel 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.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

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: 7 (M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

NAYS: 0

RESOLUTION DECLARED ADOPTED.

Martha Bottomley

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 October 12, 2021, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

City of Muskegon
Brownfield Redevelopment Authority

Brownfield Plan Amendment for the Adelaide Pointe Project at 1148 & 1204 West Western Avenue Muskegon, Michigan

Approved by the City of Muskegon Brownfield Redevelopment Authority ____________________

Approved by the City of Muskegon Board of Commissioners ____________________

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

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1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan Amendment ("Plan Amendment") serves as an amendment to the City of Muskegon's existing Brownfield Plan, allowing inclusion of the eligible property described in Sections 1.1 and 1.2 below. Incorporation of eligible property into the City's Brownfield Plan permits the use of tax increment financing to reimburse Adelaide Pointe QOZB, LLC ("Developer") for the cost of eligible activities required to redevelop the eligible property. See Attachment A for copies of Plan Amendment resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer is proposing to redevelop a former industrial site located at 1148 and 1204 West Western Avenue, Muskegon, Michigan (the "Property"). Proposed redevelopment activities include: revitalizing existing site structures for boat storage, busines offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second-floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the "Project"). The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment, not including property acquisition, is approximately $250,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers. Conceptual renderings are provided in Attachment B.

The structured five-phase development is summarized in the table below.

Development Phase	Anticipated Start Date	Desired Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Summer/Fall 2021
Phase II – Creation of forklift in/out service	Spring 2022	Spring/Summer 2022
Phase III – Construction of marina, mixed-use building	Spring 2022	Fall 2022
Phase IV – Construction of 50 boat storage and warehouse	Spring 2024	Fall 2027
Phase V – Construction of residential condos	Spring 2025	Fall 2030

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA) completed in December

2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, and selenium. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, cadmium, chromium (total), copper, lead, mercury, and zinc.

The Developer is not a liable party and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Environmental data tables and map are provided in Attachment C.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Act 381 provides pre-approval for certain activities that have been conducted at the Property. Additional activities require BRA approval for reimbursement from local, school operating, and state education taxes. Tax increment revenues will be used to reimburse the Developer and the City of Muskegon for the following eligible activities.

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation
- Infrastructure improvements (public)- Developer & City
- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

The table below provides an eligible activity cost summary for the Project.

ELIGIBLE ACTIVITIES COST SUMMARY	
EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
1. Pre-Approved Sub-Total	**$350,000**
a. BEA activities	$52,000
b. Documentation of due care	$33,000
c. Hazardous materials survey (e.g., asbestos, lead paint, etc.)	$20,000
d. Due care assessment	$245,000
EGLE Eligible Activities Total Costs	**$350,000**
Interest (5%)	$15,354
EGLE Eligible Costs Sub-Total	**$365,354**
Local Only Eligible Activities	**Estimated Cost**
Department Specific Activities	
2. Due Care Sub-Total	**$3,250,000**
a. Vapor intrusion mitigation	$500,000
b. Soil capping	$1,500,000
c. Dewatering	$250,000
d. Contaminated Soil/Dredge Materials Removal and Disposal	$1,000,000
Local Only Department Specific Activities Total Costs	**$3,250,000**
Non-Environmental Activities	
3. Asbestos, lead paint, and mold abatement Sub-Total	**$1,250,000**
4. Demolition (select interior and site grounds) Sub-Total	**$1,500,000**

5. Site preparation Sub-Total	**$5,545,000**
a. Clearing and grubbing	$300,000
b. Dredging	$800,000
c. Compaction and sub-base preparation	$350,000
d. Cut and fill	$300,000
e. Excavation for unstable material	$70,000
f. Fill	$850,000
g. Geotechnical engineering	$180,000
h. Grading/land balancing	$1,250,000
i. Relocation of active utilities	$350,000
j. Temporary erosion control	$110,000
k. Temporary facility	$165,000
l. Temporary site control	$195,000
m. Surveying and staking	$125,000
n. Architectural/engineering costs related to eligible activities	$500,000
6. Infrastructure improvements (Public)	**$13,000,000**
a. Marina basin (breakwater system/gangway/dockage)	$10,000,000
b. Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	$2,000,000
c. East Basin Launch Well	$1,000,000
Local Only Non-Environmental Activities Total Costs	**$21,295,000**
EGLE and Local Only Eligible Costs Sub-Total	**$24,910,354**
Contingency (15%)*	$3,681,750
Brownfield Plan Amendment Preparation	$10,000
Brownfield Plan Amendment Implementation	$10,000
Interest (5%)	$25,554,653
Total EGLE and Local Only Eligible Costs	**$54,166,757**

*Not applied to previously completed Department Specific Activities

ELIGIBLE ACTIVITIES COST SUMMARY- City of Muskegon Bond	
Local Only Activities Total Costs	
1. Public Infrastructure (sub-total)	**$10,000,000**
a. Roadways (Adelaide Point Ave, East Circle Drive, West	$6,840,000

Circle Drive, Adelaide Point Drive, South Circle Drive)	
b. West Western Reconfiguration	$1,035,000
c. East Basin Launch Well	$1,615,000
2. Site Preparation (sub-total)	
a. Mass Grade Site	$510,000
Local Only Non-Environmental Activities Total Costs	**$10,000,000**
Interest (5%)	$2,608,621
Total City of Muskegon Bond Eligible Costs	**$12,608,621**

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this Plan Amendment consist of the following:

Pre-Approved Activities: These activities are permitted to occur prior to Plan Amendment approval. Preparation of a Phase I ESA, BEA and Documentation of Due Care Compliance are necessary to protect the new Property owner/Developer from liability for environmental contamination. A Hazardous Materials Investigation was conducted to evaluate potential asbestos, lead paint, and other materials, as required by regulatory agencies prior to select building demolition activities. Due care assessment will be conducted to verify compliance with applicable due care obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of vapor intrusion mitigation systems, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Soil capping will be completed to protect against direct contact concerns related to known contamination. Contaminated soils/dredge materials which cannot be utilized on the Site will be hauled to an appropriate Type 2 landfill for disposal. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental oversight and management.

Asbestos, Lead Paint, and Mold Abatement: As applicable, and prior to select building demolition activities, asbestos, lead paint, and mold must be abated in accordance with applicable regulatory guidelines.

Demolition: Select building and Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Site Preparation: Site preparation is expected to include clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking and associated professional fees.

Public Infrastructure Improvements: Infrastructure improvements will include marina launch and basin enhancements, sidewalks, bike paths, boardwalks, fishing docks, roadways, curb and gutter, lighting, landscaping, irrigation, low-impact design stormwater management, utilities, and other streetscape improvements. Costs will include oversight, management, and associated professional fees.

Plan Amendment Preparation: This Plan Amendment was required for authorization of reimbursement to the Developer from tax increment revenues under Public Act 381 of 1996, as amended.

Plan Amendment Implementation: Tracking, submittal, review of invoices for reimbursement, plan compliance, and data reporting will be conducted.

Contingency: A 15% contingency is included for those activities not already completed.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this Plan Amendment, the taxable value base year is 2021. The 2021 taxable value of the eligible property is $903,810. After completion of the development, the taxable value is estimated at $87,500,000. This Plan Amendment assumes a 1.0% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2022.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this Plan Amendment will be paid for by the Developer and the City of Muskegon. The Developer and City of Muskegon will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) tax increment revenues as permitted by Act 381. Additionally, as necessary personal property taxes may be utilized as well for reimbursement. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

The City of Muskegon plans to utilize bond proceeds to pay for certain eligible site preparation and public infrastructure costs incurred by the City, which will be repaid via tax increment revenues generated by redevelopment of the Site, and subject to the Reimbursement/Development Agreement. Refer to the table in Section 2.1 for additional information relative to the costs and breakdown of costs associated with the bond. Refer to Table 2 for the reimbursement schedule.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for City reimbursement is anticipated to commence in 2023 and end in 2029. Developer reimbursement will follow with an estimated start date of 2029. The anticipated end date for Developer reimbursement is 2048. It is projected that the Plan Amendment will extend 30 years, which assumes four years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 1 and 2.

2.7 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

- The legal description is as follows:

  1148 W. Western Avenue

  COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT

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  PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FTCOM 375 FT N OF SW COR OF SW ¼ OF NW ¼, TH N TO A POINT745 FT S OF NW COR, TH E 225 FT, TH S TO A POINT DUE E OF POB; TH W 225 FT TO POB. SEC 16, T10N RSW. 1.03 AC M/L.

- The Property layout is depicted on Figure 2.
- The Property is considered an "eligible property" as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide boaters with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

Attachment B

Conceptual Renderings

Attachment C

Environmental Data Tables and Map

SOIL SAMPLE EXCEEDANCE MAP

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

1204 West Western Ave.
Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
3

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG03_Soil Sample Exceedance Map Date: 5/4/2023 8:11 AM User: ahavens

LEGEND

- Sample Points
- Groundwater Sample Location
- Approximate Property Boundary

J - Estimated value

Bold values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

APNTW-04 (9.5-14.5') 10/21/22	
2-Methylnaphthalene	28
Naphthalene	12
Chromium, Total	22 J
Copper	60
Lead	88
Mercury, Total	0.31
Zinc	660

TW-03 12/30/20	
Benzene	9.7
Cadmium	7.2
Chromium, Total	33
Copper	150
Lead	180
Mercury	0.65
Zinc	190

APNTW-03 (7-12') 10/21/22	
2-Methylnaphthalene	43
Naphthalene	22
Chromium, Total	93
Copper	140
Lead	150
Selenium	5.5 J
Silver	6.3 J
Zinc	280

APNTW-02 (6-11') 10/21/2022	
Naphthalene	57
Chromium, Total	47 J
Copper	74
Lead	200

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GROUNDWATER SAMPLE EXCEEDANCE MAP

NORTH

FEET 0 150 300

fishbeck

Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

1204 West Western Ave.

Muskegon, Michigan

PROJECT NO.
201515

FIGURE NO.
4

PLOT INFO: \\corp.ftch.com\AllProjects\2020\201515\CAD\GIS\ProProj\EGLEGrantSubmittal\EGLEGrantSubmittal.aprx Layout: FIG04_Groundwater Sample Exceedance Map Date: 5/4/2023 8:11 AM User: ahavens

Soil Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Sample Location: *Depth Interval (ft):* *Investigative/Field Duplicate/QC:* *Laboratory ID:* *Collection Date:*		SB-01 (4-5) Investigative 20L0979-01 12/30/20	SB-01 (4-5) Duplicate 20L0979-02 12/30/20	SB-02 (4-5) Investigative 20L0979-03 12/30/20	SB-03 (3-4) Investigative 20L0979-04 12/30/20	SB-04 (4-5) Investigative 20L0979-05 12/30/20	SB-05 (2-3) Investigative 20L0979-06 12/30/20	SB-06 (1-2) Investigative 20L0979-07 12/30/20	SB-07 (2-3) Investigative 20L0979-08 12/30/20	FB-01 QC 20L0979-09 12/30/20	*Statewide Default Background Levels [1]*	*Drinking Water Protection Criteria [1]*	*GSIP Criteria [1]*	*Soil Volatilization to Indoor Air Inhalation Criteria [1]*	*Infinite Source VSIC [1]*	*Finite VSIC for 5 Meter Source Thickness [1]*	*Finite VSIC for 2 Meter Source Thickness [1]*	*Particulate Soil Inhalation Criteria [1]*	*Direct Contact Criteria [1]*	*Soil Saturation Concentration SL [1]*
Volatile Organic Compounds	*CAS Number*																				
Tetrachloroethene	127-18-4	**170**	**150**	58 U	57 U	50 U	50 U	61 U	50 U	50 U	*NA*	***100***	*1,200 (X)*	*11,000*	*1.70E+05*	*4.80E+05*	*1.10E+06*	*2.70E+09*	*2.00E+05 (C)*	*88,000*
Polynuclear Aromatic Compounds	*CAS Number*																				
Benzo(a)pyrene	50-32-8	330 U	330 U	350	330 UJ	330 U	330 U	330 UJ	430	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*1.50E+06*	*2,000*	*NA*
Benzo(b)fluoranthene	205-99-2	330 U	400	550	330 UJ	330 U	330 U	330 UJ	520	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*20,000*	*NA*
Metals, Total	*CAS Number*																				
Arsenic (B)	7440-38-2	4,000 J	3,600	**5,900**	2,000 U	3,500	*4,900*	2,000 U	**19,000**	--	*5,800*	***4,600***	***4,600***	*NLV*	*NLV*	*NLV*	*NLV*	*7.20E+05*	***7,600***	*NA*
Barium (B)	7440-39-3	15,000	18,000	10,000	15,000	23,000	16,000	11,000	100,000	--	*75,000*	*1.30E+06*	*4.40E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*3.30E+08*	*3.70E+07*	*NA*
Cadmium (B)	7440-43-9	1,700	1,600	**8,100**	2,400	3,600	**4,900**	720	**13,000**	--	*1,200*	***6,000***	***3,600 (G,X)***	*NLV*	*NLV*	*NLV*	*NLV*	*1.70E+06*	*5.50E+05*	*NA*
Chromium, Total (B, H)	7440-47-3	*6,700*	*5,900*	**24,000**	**27,000**	**30,000**	**49,000**	*14,000*	**190,000**	--	*18,000 (total)*	***30,000***	***3,300***	*NLV*	*NLV*	*NLV*	*NLV*	*2.60E+05*	*2.50E+06*	*NA*
Copper (B)	7440-50-8	38,000 J	20,000	34,000	34,000	53,000	**76,000**	12,000	**430,000**	--	*32,000*	*5.80E+06*	***75,000 (G)***	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.00E+07*	*NA*
Lead (B)	7439-92-1	22,000	20,000	34,000	27,000	19,000	20,000	12,000	66,000	--	*21,000*	*7.00E+05*	*5.10E+06 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.00E+08*	*4.00E+05*	*NA*
Mercury (Total) (B)	7439-97-6	50 U	50 U	50 U	*57*	50 U	*64*	50 U	50 U	--	*130*	*1,700*	*50 (M); 1.2*	*48,000*	*52,000*	*52,000*	*52,000*	*2.00E+07*	*1.60E+05*	*NA*
Selenium (B)	7782-49-2	**1,400**	**1,400**	**1,000**	**1,100**	**600**	**770**	**960**	**560**	--	*410*	*4,000*	***400***	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.60E+06*	*NA*
Silver (B)	7440-22-4	490 U	470 U	490 U	490 U	490 U	460 U	470 U	430 U	--	*1,000*	*4,500*	*100 (M); 27*	*NLV*	*NLV*	*NLV*	*NLV*	*6.70E+06*	*2.50E+06*	*NA*
Zinc (B)	7440-66-6	15,000	14,000	23,000	47,000	40,000	62,000	33,000	74,000	--	*47,000*	*2.40E+06*	*1.70E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*1.70E+08*	*NA*
Solids, Total (%)	--	*90*	*91*	*88*	*89*	*89*	*90*	*87*	*92*	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight (except for FB-01, which is µg/Kg wet weight).
Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.
Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
[1] Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
[2] EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.
(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) Criterion is not protective for SW used as a drinking water (DW) source.
(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Groundwater Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Monitoring Location: *Field Duplicate:* *Laboratory ID:* *Collection Date:*		TW-01 20L0979-10 12/30/20	TW-02 20L0979-11 12/30/20	TW-03 20L0979-12 12/30/20	TW-03 Duplicate 20L0979-14 12/30/20	TB-01 20L0979-15 12/30/20	*Residential DWC* [1]	*GSI Criteria* [1]	*Residential Groundwater VIAIC* [1]	*Water Solubility* [1]	*Flammability and Explosivity SL* [1]
Volatile Organic Compounds	*CAS Number*										
Benzene	71-43-2	1 U	1 U	**9.7**	**9.9**	1 U	***5.0***	*200 (X)*	*5,600*	*1.75E+06*	*68,000*
Polychlorinated Biphenyls	*CAS Number*										
Total PCBs (J)	1336-36-3	0.2 U	0.2 U	0.2 UJ	0.2 UJ	--	*0.50*	*0.20 (M); 2.60E-05*	*45 (S)*	*44.7*	*ID*
Metals, Total	*CAS Number*										
Arsenic (B)	7440-38-2	5 U	5 U	7.7	7.9	--	*10*	*10*	*NLV*	*NA*	*ID*
Barium (B)	7440-39-3	100 U	100 U	220	240	--	*2,000*	*670 (G)*	*NLV*	*NA*	*ID*
Cadmium (B)	7440-43-9	1 U	1 U	**7.2**	**7.3**	--	***5.0***	***3.0 (G,X)***	*NLV*	*NA*	*ID*
Chromium, Total (B, H)	7440-47-3	10 U	10 U	**33**	**34**	--	*100*	***11***	*NLV*	*NA*	*ID*
Copper (B)	7440-50-8	5 U	5 U	**150**	**150**	--	*1,000 (E)*	***13 (G)***	*NLV*	*NA*	*ID*
Lead (B)	7439-92-1	3 U	3 U	**180**	**180**	--	***4.0 (L)***	***34 (G,X)***	*NLV*	*NA*	*ID*
Mercury (B)	7439-97-6	0.2 U	0.2 U	**0.65**	**0.61**	--	*2.0*	***0.0013***	*56 (S)*	*56*	*ID*
Selenium (B)	7782-49-2	5 U	5 U	5 U	5 U	--	*50*	*5.0*	*NLV*	*NA*	*ID*
Silver (B)	7440-22-4	1 U	1 U	1 U	1 U	--	*34*	*0.20 (M); 0.060*	*NLV*	*NA*	*ID*
Zinc (B)	7440-66-6	50 U	50 U	**190**	**190**	--	*2,400*	***170 (G)***	*NLV*	*NA*	*ID*

Results expressed in µg/L.
Bolded values exceed an applicable criterion and/or screening level.
Underlined compounds classified as polynuclear aromatic compounds.

Data Qualifiers:
J Estimated value
U Not detected above the given limit

Footnotes/Abbreviations:
[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, January 10, 2018 (GSI Criteria Updated June 25, 2018).*
[2] *EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.*
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(E) Aesthetic drinking water (DW) value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value.
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total Chromium only; compare to hexavalent Chromium criteria.
(J) Substance present in several isomer forms; isomer concentrations must be added together for comparison to criteria.
(JT) Substance present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is sole isomer detected; however, when multiple isomers are detected in a medium,
(L) Concentrations up to the State action level of 15 µg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below target detection limits (TDL). In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to
(S) Criterion defaults to the hazardous substance-specific water solubility limit.
(W) Concentrations of trihalomethanes must be added together to determine compliance with the DWC.
(X) Criterion is not protective for SW used as a DW source.
(AA) Use 10,000 µg/L where GW enters a structure through the use of a water well, sump or other device. Use 28,000 µg/L for all other uses.
(CC) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for GW is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.
(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE*) The acceptable air concentration (AAC) for the volatile hazardous substance is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for this hazardous substance is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial
(FF*) The AAC for the volatile hazardous substances are based on toxicity values that have been identified to have the potential to cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The short-term exposure for shallow groundwater VIAP SLs are based on modification of the standard equations by the department to develop applicable shallow groundwater VIAP SLs.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DWC drinking water criterion
GSI groundwater surface water interface
ID Insufficient data to develop criterion.
NA not available
NLV Not likely to volatilize under most conditions.
SL screening level
TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values.
VIAIC volatilization to indoor air inhalation criteria
VIAP volatilization to indoor air pathway

Soil Data Summary
Direct Contact Evaluation
1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
August 2021

Sample Location:					Residential								Nonresidential								AP-SS-1	AP-SS-2	AP-SS-3	AP-SS-4	AP-SS-5	AP-SS-6	AP-SS-7
Laboratory ID: / Collection Date:		SDBL [1]	GSIP Criteria [1]	Soil Csat SL [1]	DWP Criteria [1]	SVIAI Criteria [1]	Inf. Source VSIC [1]	Finite VSIC - 5 MST [1]	Finite VSIC - 2 MST [1]	PSI Criteria [1]	DC Criteria [1]	Soil VIAP SL [2]	DWP Criteria [1]	SVIAI Criteria [1]	Inf. Source VSIC [1]	Finite VSIC - 5 MST [1]	Finite VSIC - 2 MST [1]	PSI Criteria [1]	DC Criteria [1]	Soil VIAP SL [2]	21H0909-01 08/20/21	21H0909-02 08/20/21	21H0909-03 08/20/21	21H0909-04 08/20/21	21H0909-05 08/20/21	21H0909-06 08/20/21	21H0909-07 08/20/21
Polynuclear Aromatic Compounds	***CAS Number***																										
2-Methylnaphthalene	91-57-6	NA	4,200	NA	57,000	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	1,700	1.70E+05	4.90E+06	1.80E+06	1.80E+06	1.80E+06	2.90E+08	2.60E+07	30,000	330 UJ	330 UJ	330 U	330 U	330 U	330 U	440 UJ
Acenaphthene	83-32-9	NA	8,700	NA	3.00E+05	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	2.00E+05	8.80E+05	3.50E+08	9.70E+07	9.70E+07	9.70E+07	6.20E+09	1.30E+08	3.60E+06	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Acenaphthylene	208-96-8	NA	ID	NA	5,900	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	DATA	17,000	3.00E+06	2.70E+06	2.70E+06	2.70E+06	1.00E+09	5.20E+06	DATA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Anthracene	120-12-7	NA	ID	NA	41,000	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	1.30E+07	41,000	1.00E+09	1.60E+09	1.60E+09	1.60E+09	2.90E+10	7.30E+08	2.20E+08	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(a)anthracene	56-55-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	1.60E+05 (MM)	NLL	NLV	NLV	NLV	NLV	ID	80,000	1.10E+07	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(a)pyrene	50-32-8	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NLL	NLV	NLV	NLV	NLV	1.90E+06	8,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(b)fluoranthene	205-99-2	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	20,000	NA	NLL	ID	ID	ID	ID	ID	80,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NLL	NLV	NLV	NLV	NLV	3.50E+08	7.00E+06	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(k)fluoranthene	207-08-9	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NLL	NLV	NLV	NLV	NLV	ID	8.00E+05	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Chrysene	218-01-9	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NLL	ID	ID	ID	ID	ID	8.00E+06	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Dibenzo(a,h)anthracene	53-70-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NLL	NLV	NLV	NLV	NLV	ID	8,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Fluoranthene	206-44-0	NA	5,500	NA	7.30E+05	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	7.30E+05	1.00E+09	8.90E+08	8.80E+08	8.80E+08	4.10E+09	1.30E+08	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Fluorene	86-73-7	NA	5,300	NA	3.90E+05	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	4.70E+05	8.90E+05	1.00E+09	1.50E+08	1.50E+08	1.50E+08	4.10E+09	8.70E+07	8.30E+06	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Indeno(1,2,3-cd)pyrene	193-39-5	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NLL	NLV	NLV	NLV	NLV	ID	80,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Naphthalene	91-20-3	NA	730	NA	35,000	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	67 (M*)	1.00E+05	4.70E+05	3.50E+05	3.50E+05	3.50E+05	8.80E+07	5.20E+07	1,900	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Phenanthrene	85-01-8	NA	2,100	NA	56,000	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	1,700	1.60E+05	5.10E+06	1.90E+05	1.90E+05	1.90E+05	2.90E+06	5.20E+06	29,000	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Pyrene	129-00-0	NA	ID	NA	4.80E+05	1.00E+09	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	2.50E+07	4.80E+05	1.00E+09	7.80E+08	7.80E+08	7.80E+08	2.90E+09	8.40E+07	4.40E+08	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Metals, Total	***CAS Number***																										
Arsenic (B)	7440-38-2	5,800	4,600	NA	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	4,600	NLV	NLV	NLV	NLV	9.10E+05	37,000	NA	*5,500 J*	2,000 U	2,000 U	2,000 U	**12,000**	*5,100*	2,000 U
Barium (B)	7440-39-3	75,000	4.40E+05 (G)	NA	1.30E+06	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	1.30E+06	NLV	NLV	NLV	NLV	1.50E+08	1.30E+08	NA	14,000	15,000	11,000	15,000	16,000	22,000	8,200
Cadmium (B)	7440-43-9	1,200	3,600 (G,X)	NA	6,000	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	6,000	NLV	NLV	NLV	NLV	2.20E+06	2.10E+06	NA	200 U	200 U	470	250	360	1,700	200 U
Chromium, Total (B, H)	7440-47-3	18,000 (total)	3,300	NA	30,000	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	30,000	NLV	NLV	NLV	NLV	2.40E+05	9.20E+06	NA	**27,000**	*6,800*	**39,000**	**19,000**	**570,000**	**62,000**	*13,000*
Copper (B)	7440-50-8	32,000	75,000 (G)	NA	5.80E+06	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	5.80E+06	NLV	NLV	NLV	NLV	5.90E+07	7.30E+07	NA	56,000 J	10,000	31,000	15,000	**400,000**	**98,000**	15,000
Lead (B)	7439-92-1	21,000	5.10E+06 (G,X)	NA	7.00E+05	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	7.00E+05	NLV	NLV	NLV	NLV	4.40E+07	9.00E+05	NA	10,000	5,700	20,000	14,000	39,000	32,000	12,000
Mercury (Total) (B)	7439-97-6	130	50 (M); 1.2	NA	1,700	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	22 (M*)	1,700	89,000	62,000	62,000	62,000	8.80E+06	5.80E+05	390 (M*)	50 U	50 U	50 U	50 U	50 U	50 U	50 U
Selenium (B)	7782-49-2	410	400	NA	4,000	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	4,000	NLV	NLV	NLV	NLV	5.90E+07	9.60E+06	NA	**640**	**630**	**2,600**	**670**	**10,000**	**3,600**	**730**
Silver (B)	7440-22-4	1,000	100 (M); 27	NA	4,500	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	13,000	NLV	NLV	NLV	NLV	2.90E+06	9.00E+06	NA	460 U	460 U	480 U	520 U	390 U	470 U	430 U
Zinc (B)	7440-66-6	47,000	1.70E+05 (G)	NA	2.40E+06	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	5.00E+06	NLV	NLV	NLV	NLV	ID	6.30E+08	NA	20,000	14,000	99,000	50,000	94,000	140,000	26,000
Solids, Total (%)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	*93*	*91*	*95*	*95*	*97*	*91*	*95*

Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
[1] Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
[2] EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(G) Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total chromium only; evaluated against hexavalent Chromium criteria.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(X) Criterion is not protective for surface water used as a drinking water source.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
Csat saturation concentration
DC direct contact
DWP drinking water protection
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
MST meter source thickness
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
PSI particulate soil inhalation
SDBL statewide default background levels
SL screening level
SVIAI soil volatilization to indoor air inhalation
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Soil Data Summary
Direct Contact Evaluation
1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
August 2021

Sample Location: Laboratory ID: Collection Date:		SDBL [1]	GSIP Criteria [1]	Soil Csat SL [1]	Residential									Nonresidential									AP-SS-8 21H0909-08 08/20/21	AP-SS-9 21H0909-09 08/20/21	AP-SS-10 21H0909-10 08/20/21	AP-SS-11 21H0909-11 08/20/21	AP-SS-12 21H0909-12 08/20/21	AP-SS-13 21H0909-13 08/20/21
					DWP Criteria [1]	SVIAI Criteria [1]	Inf. Source VSIC [1]	Finite VSIC - 5 MST [1]	Finite VSIC - 2 MST [1]	PSI Criteria [1]	DC Criteria [1]	Soil VIAP SL [2]	DWP Criteria [1]	SVIAI Criteria [1]	Inf. Source VSIC [1]	Finite VSIC - 5 MST [1]	Finite VSIC - 2 MST [1]	PSI Criteria [1]	DC Criteria [1]	Soil VIAP SL [2]						
Polynuclear Aromatic Compounds	***CAS Number***																									
2-Methylnaphthalene	91-57-6	NA	4,200	NA	57,000	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	1,700	1.70E+05	4.90E+06	1.80E+06	1.80E+06	1.80E+06	2.90E+08	2.60E+07	30,000	430 U	330 U	430 U	430 UJ	330 UJ	330 U
Acenaphthene	83-32-9	NA	8,700	NA	3.00E+05	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	2.00E+05	8.80E+05	3.50E+08	9.70E+07	9.70E+07	9.70E+07	6.20E+09	1.30E+08	3.60E+06	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Acenaphthylene	208-96-8	NA	ID	NA	5,900	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	DATA	17,000	3.00E+06	2.70E+06	2.70E+06	2.70E+06	1.00E+09	5.20E+06	DATA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Anthracene	120-12-7	NA	ID	NA	41,000	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	1.30E+07	41,000	1.00E+09	1.60E+09	1.60E+09	1.60E+09	2.90E+10	7.30E+08	2.20E+08	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(a)anthracene	56-55-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	1.60E+05 (MM)	NLL	NLV	NLV	NLV	NLV	ID	80,000	1.10E+07	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(a)pyrene	50-32-8	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NLL	NLV	NLV	NLV	NLV	1.90E+06	8,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(b)fluoranthene	205-99-2	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	20,000	NA	NLL	ID	ID	ID	ID	ID	80,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NLL	NLV	NLV	NLV	NLV	3.50E+08	7.00E+06	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(k)fluoranthene	207-08-9	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NLL	NLV	NLV	NLV	NLV	ID	8.00E+05	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Chrysene	218-01-9	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NLL	ID	ID	ID	ID	ID	8.00E+06	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Dibenzo(a,h)anthracene	53-70-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NLL	NLV	NLV	NLV	NLV	ID	8,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Fluoranthene	206-44-0	NA	5,500	NA	7.30E+05	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	7.30E+05	1.00E+09	8.90E+08	8.80E+08	8.80E+08	4.10E+09	1.30E+08	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Fluorene	86-73-7	NA	5,300	NA	3.90E+05	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	4.70E+05	8.90E+05	1.00E+09	1.50E+08	1.50E+08	1.50E+08	4.10E+09	8.70E+07	8.30E+06	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Indeno(1,2,3-cd)pyrene	193-39-5	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NLL	NLV	NLV	NLV	NLV	ID	80,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Naphthalene	91-20-3	NA	730	NA	35,000	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	67 (M*)	1.00E+05	4.70E+05	3.50E+05	3.50E+05	3.50E+05	8.80E+07	5.20E+07	1,900	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Phenanthrene	85-01-8	NA	2,100	NA	56,000	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	1,700	1.60E+05	5.10E+06	1.90E+05	1.90E+05	1.90E+05	2.90E+06	5.20E+06	29,000	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Pyrene	129-00-0	NA	ID	NA	4.80E+05	1.00E+09	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	2.50E+07	4.80E+05	1.00E+09	7.80E+08	7.80E+08	7.80E+08	2.90E+09	8.40E+07	4.40E+08	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Metals, Total	***CAS Number***																									
Arsenic (B)	7440-38-2	5,800	4,600	NA	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	4,600	NLV	NLV	NLV	NLV	9.10E+05	37,000	NA	2,900	2,000 U	2,000 U	2,200	2,400	**13,000**
Barium (B)	7440-39-3	75,000	4.40E+05 (G)	NA	1.30E+06	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	1.30E+06	NLV	NLV	NLV	NLV	1.50E+08	1.30E+08	NA	17,000	4,300	7,500	9,400	10,000	16,000
Cadmium (B)	7440-43-9	1,200	3,600 (G,X)	NA	6,000	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	6,000	NLV	NLV	NLV	NLV	2.20E+06	2.10E+06	NA	400	200 U	200 U	570	240	**5,200**
Chromium, Total (B, H)	7440-47-3	18,000 (total)	3,300	NA	30,000	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	30,000	NLV	NLV	NLV	NLV	2.40E+05	9.20E+06	NA	**62,000**	*11,000*	**28,000**	**76,000**	**100,000**	**1,600,000**
Copper (B)	7440-50-8	32,000	75,000 (G)	NA	5.80E+06	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	5.80E+06	NLV	NLV	NLV	NLV	5.90E+07	7.30E+07	NA	48,000	12,000	68,000	38,000	59,000	**380,000**
Lead (B)	7439-92-1	21,000	5.10E+06 (G,X)	NA	7.00E+05	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	7.00E+05	NLV	NLV	NLV	NLV	4.40E+07	9.00E+05	NA	25,000	4,200	8,300	16,000	18,000	240,000
Mercury (Total) (B)	7439-97-6	130	50 (M); 1.2	NA	1,700	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	22 (M*)	1,700	89,000	62,000	62,000	62,000	8.80E+06	5.80E+05	390 (M*)	50 U	50 U	50 U	50 U	50 U	**140**
Selenium (B)	7782-49-2	410	400	NA	4,000	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	4,000	NLV	NLV	NLV	NLV	5.90E+07	9.60E+06	NA	**3,700**	**4,400**	**1,300**	**2,700**	560 U	**1,200**
Silver (B)	7440-22-4	1,000	100 (M); 27	NA	4,500	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	13,000	NLV	NLV	NLV	NLV	2.90E+06	9.00E+06	NA	520 U	500 U	460 U	520 U	470 U	**2,900**
Zinc (B)	7440-66-6	47,000	1.70E+05 (G)	NA	2.40E+06	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	5.00E+06	NLV	NLV	NLV	NLV	ID	6.30E+08	NA	74,000	15,000	24,000	66,000	67,000	**1,900,000**
Solids, Total (%)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	*97*	*94*	*97*	*96*	*86*	*88*

Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
(1) Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
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(H) Data provided for total chromium only; evaluated against hexavalent Chromium criteria.
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(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(X) Criterion is not protective for surface water used as a drinking water source.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
Csat saturation concentration
DC direct contact
DWP drinking water protection
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
MST meter source thickness
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
PSI particulate soil inhalation
SDBL statewide default background levels
SL screening level
SVIAI soil volatilization to indoor air inhalation
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 1 - Soil Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Sample Location:		APNSB-01	APNSB-02	APNSB-03	APNSB-04	APNSB-05	Field Blank	Statewide Default Background Levels [1]	Drinking Water Protection Criteria [1]	GSIP Criteria [1]	Soil Volatilization to Indoor Air Inhalation Criteria [1]	Infinite Source VSIC [1]	Finite VSIC for 5 Meter Source Thickness [1]	Finite VSIC for 2 Meter Source Thickness [1]	Particulate Soil Inhalation Criteria [1]	Direct Contact Criteria [1]	Soil Saturation Concentration SL [1]	Soil VIAP SL [2]
Depth Interval (ft):		(2-4)	(6-8)	(1-3)	(4.5-6.5)	(4-6)												
Investigative/Field Duplicate/QC:		Investigative	Investigative	Investigative	Investigative	Investigative	QC											
Laboratory ID:		22102086-07	22102086-08	22102086-09	22102086-10	22102086-11	22102086-12											
Collection Date:		10/21/22	10/21/22	10/21/22	10/21/22	10/21/22	10/21/22											
Volatile Organic Compounds	**CAS Number**																	
1,1,1,2-Tetrachloroethane	630-20-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,500	ID	6,200	36,000	54,000	1.00E+05	4.20E+08	4.80E+05 (C)	4.40E+05	3.2 (M*)
1,1,1-Trichloroethane	71-55-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.00E+08 (C)	4.60E+05	450 (EE)
1,1,2,2-Tetrachloroethane	79-34-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05	2.7 (M*)
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	9.00E+06 (C)	1,700	5.10E+06 (C)	1.80E+08	8.80E+08	2.10E+09	5.10E+12	1.00E+09 (C,D)	5.50E+05	860
1,1,2-Trichloroethane	79-00-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05	0.37 (M*)
1,1-Dichloroethane	75-34-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.70E+07 (C)	8.90E+05	2.6 (M*)
1,1-Dichloroethene	75-35-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05	12 (M*)
1,2,3-Trichloropropane	96-18-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	840	NA	4,000	9,200	9,200	11,000	2.00E+07	1.30E+06 (C)	8.30E+05	2.6 (M*)
1,2,4-Trichlorobenzene	120-82-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	4,200	5,900 (X)	9.60E+06 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.90E+05 (DD)	1.10E+06	53 (M*)
1,2,4-Trimethylbenzene	95-63-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,100	570	4.30E+06 (C)	2.10E+07	5.00E+08	5.00E+08	8.20E+10	3.20E+07 (C)	1.10E+05	150 (JT)
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4,400 (C)	1,200	DATA
1,2-Dibromoethane (EDB)	106-93-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	20 (M); 1.0	110 (X)	670	1,700	1,700	3,300	1.40E+07	92	8.90E+05	0.074 (M*)
1,2-Dichlorobenzene	95-50-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	14,000	280	1.10E+07 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.90E+07 (C)	2.10E+05	1,500
1,2-Dichloroethane	107-06-2	68 U	70 U	76 U	72 U	68 U	100 U	NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.20E+08	91,000	1.20E+06	0.82 (M*)
1,2-Dichloropropane	78-87-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05	2.1 (M*)
1,3,5-Trimethylbenzene	108-67-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	1,800	1,100	2.60E+06 (C)	1.60E+07	3.80E+08	3.80E+08	8.20E+10	3.20E+07 (C)	94,000	100 (JT)
1,3-Dichlorobenzene	541-73-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.00E+05 (C)	1.70E+05	10 (M*)
1,3-Dichloropropene, cis-	10061-01-5	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichloropropene, trans-	10061-02-6	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichloropropene (Total)	542-75-6	40 U	42 U	46 U	44 U	40 U	60 U	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05	3.1 (J,M*)
1,4-Dichlorobenzene	106-46-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA	23 (M*)
2-Butanone (MEK)	78-93-3	140 U	140 U	150 U	140 U	140 U	200 U	NA	2.60E+05	44,000	5.40E+07 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.20E+08 (C,DD)	2.70E+07	31,000 (DD*)
2-Hexanone	591-78-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	20,000	ID	9.90E+05	1.10E+06	1.10E+06	1.40E+06	2.70E+09	3.20E+07 (C)	2.50E+06	210 (M*)
2-Methylnaphthalene	91-57-6	68 U	70 U	36 J	44 J	68 U	100 U	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700
4-Methyl-2-pentanone (MIBK)	108-10-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	36,000	ID	3.70E+07 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.60E+07 (C)	2.70E+06	3,300
Acetone	67-64-1	140	170	76 U	170	180	340	NA	15,000	34,000	2.90E+08 (C)	1.30E+08	1.30E+08	1.90E+08	3.90E+11	2.30E+07	1.10E+08	2.60E+05 (EE)
Acrylonitrile	107-13-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	100 (M); 52	100 (M); 40	6,600	5,000	5,100	10,000	4.60E+07	16,000	8.30E+06	1.2 (M*)
Benzene	71-43-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05	1.7 (M*)
Bromochloromethane	74-97-5	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	---	--
Bromodichloromethane	75-27-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06	0.61 (M*)
Bromoform	75-25-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	2.80E+09	8.20E+05	8.70E+05	45 (M*)
Bromomethane	74-83-9	68 U	70 U	76 U	72 U	68 U	100 U	NA	200	100	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06	0.90 (M*)
Carbon disulfide	75-15-0	20 U	21 U	23 U	22 U	20 U	30 U	NA	16,000	ID	76,000	1.30E+06	7.90E+06	1.90E+07	4.70E+10	7.20E+06 (C,DD)	2.80E+05	52 (M*)
Carbon tetrachloride	56-23-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	760 (X)	190	3,500	12,000	28,000	1.30E+08	96,000	3.90E+05	0.31 (M*)
Chlorobenzene	108-90-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,000	500	1.20E+05	7.70E+05	9.90E+05	2.10E+06	4.70E+09	4.30E+06 (C)	2.60E+05	82
Chloroethane	75-00-3	68 U	70 U	76 U	72 U	68 U	100 U	NA	8,600	22,000 (X)	2.90E+06 (C)	3.00E+07	1.20E+08	2.80E+08	6.70E+11	2.60E+06 (C)	9.50E+05	330
Chloroform	67-66-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+05	1.30E+09	1.20E+06	1.50E+06	0.26 (M*)
Chloromethane	74-87-3	68 U	70 U	76 U	72 U	68 U	100 U	NA	5,200	ID	2,300	40,000	4.10E+05	1.00E+06	4.90E+09	1.60E+06 (C)	1.10E+06	6.9 (M*)
cis-1,2-Dichloroethene	156-59-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.50E+06 (C)	6.40E+05	2.1 (M*)
Dibromochloromethane	124-48-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05	0.40 (M*,MM)
Dibromomethane	74-95-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600	NA	ID	ID	ID	ID	ID	2.50E+06 (C)	2.00E+06	3.5 (M*)
Dichlorodifluoromethane	75-71-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.20E+07 (C)	1.00E+06	12 (M*)
Diethyl ether	60-29-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	200	ID	2.80E+07 (C)	8.50E+07	1.50E+08	3.40E+08	8.00E+11	1.10E+08 (C)	7.40E+06	350
Ethylbenzene	100-41-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,500	360	87,000	7.20E+05	1.00E+06	2.20E+06	1.00E+10	2.20E+07 (C)	1.40E+05	12 (M*)
Hexachloroethane	67-72-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	430	1,800 (X)	40,000	5.50E+05	9.30E+05	9.30E+05	2.30E+08	2.30E+05	NA	3.2 (M*)
Iodomethane	74-88-4	340 U	350 U	380 U	360 U	340 U	500 U	--	--	--	--	--	--	--	--	--	--	--
Isopropyl benzene (Cumene)	98-82-8	20 U	21 U	23 U	22 U	20 U	30 U	NA	91,000	3,200	4.00E+05 (C)	1.70E+06	1.70E+06	2.80E+06	5.80E+09	2.50E+07 (C)	3.90E+05	3.8 (M*)
Methyl-tert-butyl ether (MTBE)	1634-04-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	800	1.40E+05 (X)	9.90E+06 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06	74 (M*)
Methylene chloride	75-09-2	170 U	170 U	190 U	180 U	170 U	250 U	NA	100	30,000 (X)	45,000	2.10E+05	5.90E+05	1.40E+06	6.60E+09	1.30E+06	2.30E+06	130
n-Propylbenzene	103-65-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07	1,800 (DD*)
Naphthalene	91-20-3	68 U	70 U	76 U	89	68 U	100 U	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA	67 (M*)
Styrene	100-42-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,700	2,100 (X)	2.50E+05	9.70E+05	9.70E+05	1.40E+06	5.50E+09	4.00E+05	5.20E+05	150
Tetrachloroethene (PCE)	127-18-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.00E+05 (C)	88,000	6.2 (M*,EE)
Toluene	108-88-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	16,000	5,400	3.30E+05 (C)	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.00E+07 (C)	2.50E+05	3,700
trans-1,2-Dichloroethene	156-60-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,000	30,000 (X)	23,000	2.80E+05	8.30E+05	2.00E+06	4.70E+09	3.80E+06 (C)	1.40E+06	12 (M*)
trans-1,4-Dichloro-2-butene	110-57-6	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene (TCE)	79-01-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,000 (X)	1,000	11,000	25,000	57,000	1.30E+08	1.10E+05 (DD)	5.00E+05	0.33 (M*,DD*)
Trichlorofluoromethane	75-69-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	52,000	NA	2.80E+06 (C)	9.20E+07	6.30E+08	1.50E+09	3.80E+12	7.90E+07 (C)	5.60E+05	19 (M*)
Vinyl acetate	108-05-4	170 U	170 U	190 U	180 U	170 U	250 U	NA	13,000	NA	7.90E+05	1.70E+06	2.60E+06	5.80E+06	1.30E+10	5.80E+06 (C)	2.40E+06	160 (M*)
Vinyl chloride	75-01-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	40	260 (X)	270	4,200	30,000	73,000	3.50E+08	3,800	4.90E+05	0.082 (M*,MM)
Xylenes, meta- & para-	179601-23-1	41 U	42 U	46 U	43 U	41 U	60 U	--	--	--	--	--	--	--	--	--	--	--
Xylene, ortho-	95-47-6	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	61 U	63 U	68 U	65 U	61 U	90 U	NA	5,600	980	6.30E+06 (C)	4.60E+07	6.10E+07	1.30E+08	2.90E+11	4.10E+08 (C)	1.50E+05	280 (J)

Table 1 - Soil Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Sample Location: *Depth Interval (ft):* *Investigative/Field Duplicate/QC:* *Laboratory ID:* *Collection Date:*		APNSB-01 (2-4) Investigative 22102086-07 10/21/22	APNSB-02 (6-8) Investigative 22102086-08 10/21/22	APNSB-03 (1-3) Investigative 22102086-09 10/21/22	APNSB-04 (4.5-6.5) Investigative 22102086-10 10/21/22	APNSB-05 (4-6) Investigative 22102086-11 10/21/22	Field Blank QC 22102086-12 10/21/22	*Statewide Default Background Levels (1)*	*Drinking Water Protection Criteria (1)*	*GSIP Criteria (1)*	*Soil Volatilization to Indoor Air Inhalation Criteria (1)*	*Infinite Source VSIC (1)*	*Finite VSIC for 5 Meter Source Thickness (1)*	*Finite VSIC for 2 Meter Source Thickness (1)*	*Particulate Soil Inhalation Criteria (1)*	*Direct Contact Criteria (1)*	*Soil Saturation Concentration SL (1)*	*Soil VIAP SL (2)*
Polynuclear Aromatic Compounds	*CAS Number*																	
2-Methylnaphthalene	91-57-6	4.4 U	47 U	4.6 U	4.5 U	62 U	--	*NA*	*57,000*	*4,200*	*2.70E+06*	*1.50E+06*	*1.50E+06*	*1.50E+06*	*6.70E+08*	*8.10E+06*	*NA*	*1,700*
Acenaphthene	83-32-9	4.4 U	47 U	4.6 U	30	62 U	--	*NA*	*3.00E+05*	*8,700*	*1.90E+08*	*8.10E+07*	*8.10E+07*	*8.10E+07*	*1.40E+10*	*4.10E+07*	*NA*	*2.00E+05*
Acenaphthylene	208-96-8	4.4 U	47 U	4.6 U	4.5 U	62 U	--	*NA*	*5,900*	*ID*	*1.60E+06*	*2.20E+06*	*2.20E+06*	*2.20E+06*	*2.30E+09*	*1.60E+06*	*NA*	*DATA*
Anthracene	120-12-7	4.4 U	47 U	4.6 U	210	62 U	--	*NA*	*41,000*	*ID*	*1.00E+09*	*1.40E+09*	*1.40E+09*	*1.40E+09*	*6.70E+10*	*2.30E+08*	*NA*	*1.30E+07*
Benzo(a)anthracene	56-55-3	8.3	47 U	4.6 U	230	65	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*20,000*	*NA*	*1.60E+05 (MM)*
Benzo(a)pyrene	50-32-8	7.2	47 U	4.6 U	180	70	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*1.50E+06*	*2,000*	*NA*	*NA*
Benzo(b)fluoranthene	205-99-2	8.8	47 U	4.6 U	210	130	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*20,000*	*NA*	*NA*
Benzo(g,h,i)perylene	191-24-2	4.9	47 U	4.6 U	120	89	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*8.00E+08*	*2.50E+06*	*NA*	*NA*
Benzo(k)fluoranthene	207-08-9	5.7	47 U	4.6 U	110	61 J	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*2.00E+05*	*NA*	*NA*
Chrysene	218-01-9	13	63	5.0	260	130	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*2.00E+06*	*NA*	*NA*
Dibenzo(a,h)anthracene	53-70-3	4.4 U	47 U	4.6 U	19	62 U	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*2,000*	*NA*	*NA*
Fluoranthene	206-44-0	18	60	6.6	700	98	--	*NA*	*7.30E+05*	*5,500*	*1.00E+09*	*7.40E+08*	*7.40E+08*	*7.40E+08*	*9.30E+09*	*4.60E+07*	*NA*	*NA*
Fluorene	86-73-7	4.4 U	47 U	4.6 U	49	62 U	--	*NA*	*3.90E+05*	*5,300*	*5.80E+08*	*1.30E+08*	*1.30E+08*	*1.30E+08*	*9.30E+09*	*2.70E+07*	*NA*	*4.70E+05*
Indeno(1,2,3-cd)pyrene	193-39-5	4.4	47 U	4.6 U	150	71	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*20,000*	*NA*	*NA*
Naphthalene	91-20-3	4.4 U	47 U	4.6 U	4.5 U	62 U	--	*NA*	*35,000*	*730*	*2.50E+05*	*3.00E+05*	*3.00E+05*	*3.00E+05*	*2.00E+08*	*1.60E+07*	*NA*	*67 (M*)*
Phenanthrene	85-01-8	4.4 U	47 U	4.6 U	620	62 U	--	*NA*	*56,000*	*2,100*	*2.80E+06*	*1.60E+05*	*1.60E+05*	*1.60E+05*	*6.70E+06*	*1.60E+06*	*NA*	*1,700*
Pyrene	129-00-0	18	77	8.7	580	120	--	*NA*	*4.80E+05*	*ID*	*1.00E+09 (D)*	*6.50E+08*	*6.50E+08*	*6.50E+08*	*6.70E+09*	*2.90E+07*	*NA*	*2.50E+07*
Metals, Total	*CAS Number*																	
Arsenic (B)	7440-38-2	3,900	3,700	**9,100**	4,400	**9,100**	--	*5,800*	*4,600*	*4,600*	*NLV*	*NLV*	*NLV*	*NLV*	*7.20E+05*	*7,600*	*NA*	*NA*
Barium (B)	7440-39-3	9,500	18,000 J	9,200	7,000	14,000	--	*75,000*	*1.30E+06*	*4.40E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*3.30E+08*	*3.70E+07*	*NA*	*NA*
Cadmium (B)	7440-43-9	76 J	790	1,000	120 J	150 U	--	*1,200*	*6,000*	*3,600 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.70E+06*	*5.50E+05*	*NA*	*NA*
Chromium, Total (B, H)	7440-47-3	**20,000**	**50,000**	**140,000**	**22,000**	**38,000**	--	*18,000 (total)*	*30,000*	*3,300*	*NLV*	*NLV*	*NLV*	*NLV*	*2.60E+05*	*2.50E+06*	*NA*	*NA*
Copper (B)	7440-50-8	19,000	32,000	**77,000**	48,000	**89,000**	--	*32,000*	*5.80E+06*	*75,000 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.00E+07*	*NA*	*NA*
Lead (B)	7439-92-1	16,000	38,000	65,000	6,900	4,600	--	*21,000*	*7.00E+05*	*5.10E+06 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.00E+08*	*4.00E+05*	*NA*	*NA*
Mercury (Total) (B)	7439-97-6	19 U	24	**280**	**940**	19 U	--	*130*	*1,700*	*50 (M); 1.2*	*48,000*	*52,000*	*52,000*	*52,000*	*2.00E+07*	*1.60E+05*	*NA*	*22 (M*)*
Selenium (B)	7782-49-2	350 U	390 U	**36,000**	390 U	380 U	--	*410*	*4,000*	*400*	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.60E+06*	*NA*	*NA*
Silver (B)	7440-22-4	350 U	62 J	*410*	69 J	380 U	--	*1,000*	*4,500*	*100 (M); 27*	*NLV*	*NLV*	*NLV*	*NLV*	*6.70E+06*	*2.50E+06*	*NA*	*NA*
Zinc (B)	7440-66-6	19,000	30,000	**290,000**	15,000	7,000	--	*47,000*	*2.40E+06*	*1.70E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*1.70E+08*	*NA*	*NA*
Solids, Total (%)	--	*93.4*	*91.1*	*89.0*	*90.3*	*92.8*	--	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight.
Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.
Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
[1] Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
[2] EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.00E+09 parts per billion (ppb).
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.
(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) Criterion is not protective for SW used as a drinking water (DW) source.
(DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure.
(DD*) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 2 - Groundwater Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Monitoring Location: *Depth Interval (ft):* *Laboratory ID:* *Collection Date:*		APNTW-01 (6.5-11.5) 22102086-01 10/21/22	APNTW-02 (6-11) 22102086-02 10/21/22	APNTW-03 (7-12) 22102086-03 10/21/22	APNTW-04 (9.5-14.5) 22102086-04 10/21/22	APNTW-05 (7.5-12.5) 22102086-05 10/21/22	Trip Blank 22102086-06 10/21/22	*Residential DWC (1)*	*GSI Criteria (1)*	*Residential Groundwater VIAIC (1)*	*Water Solubility (1)*	*Flammability and Explosivity SL (1)*	*Residential GW-Shallow VIAP SL (2)*	*Residential GW-Not in Contact VIAP SL (2)*
Volatile Organic Compounds	*CAS Number*													
1,1,1,2-Tetrachloroethane	630-20-6	1 U	1 U	1 U	1 U	1 U	1 U	*77*	*ID*	*15,000*	*1.10E+06*	*ID*	*3.1*	*89*
1,1,1-Trichloroethane	71-55-6	1 U	1 U	1 U	1 U	1 U	1 U	*200 (A)*	*89*	*6.60E+05*	*1.33E+06*	*ID*	*180 (FF*)*	*17,000 (EE*)*
1,1,2,2-Tetrachloroethane	79-34-5	1 U	1 U	1 U	1 U	1 U	1 U	*8.5*	*78 (X)*	*12,000*	*2.97E+06*	*ID*	*2.4*	*71*
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	1 U	1 U	1 U	1 U	1 U	1 U	*1.70E+05 (S)*	*32*	*1.70E+05 (S)*	*1.70E+05*	*ID*	*840*	*2,700*
1,1,2-Trichloroethane	79-00-5	1 U	1 U	1 U	1 U	1 U	1 U	*5.0 (A)*	*330 (X)*	*17,000*	*4.42E+06*	*NA*	*0.47 (M*)*	*14*
1,1-Dichloroethane	75-34-3	1 U	1 U	1 U	1 U	1 U	1 U	*880*	*740*	*1.00E+06*	*5.06E+06*	*3.80E+05*	*4.7*	*130*
1,1-Dichloroethene	75-35-4	1 U	1 U	1 U	1 U	1 U	1 U	*7.0 (A)*	*130*	*200*	*2.25E+06*	*97,000*	*18*	*330*
1,2,3-Trichloropropane	96-18-4	1 U	1 U	1 U	1 U	1 U	1 U	*42*	*NA*	*8,300*	*1.90E+06*	*NA*	*1.9*	*57*
1,2,4-Trichlorobenzene	120-82-1	1 U	1 U	1 U	1 U	1 U	1 U	*70 (A)*	*99 (X)*	*3.00E+05 (S)*	*3.00E+05*	*NA*	*3.8 (M*)*	*110*
1,2,4-Trimethylbenzene	95-63-6	1 U	1 U	3.8	1 U	1 U	1 U	*63/1,000 (E)*	*17*	*56,000 (S)*	*55,890*	*56,000 (S)*	*25 (JT)*	*670 (JT)*
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	1 U	1 U	1 U	1 U	1 U	1 U	*0.20 (A)*	*ID*	*220*	*1,230*	*NA*	*0.00045 (M*,MM)*	*0.00045 (CC*,M*,MM)*
1,2-Dibromoethane (EDB)	106-93-4	1 U	1 U	1 U	1 U	1 U	1 U	*0.050 (A)*	*5.7 (X)*	*2,400*	*4.20E+06*	*ID*	*0.13*	*3.8*
1,2-Dichlorobenzene	95-50-1	1 U	1 U	1 U	1 U	1 U	1 U	*600 (A)*	*13*	*1.60E+05 (S)*	*1.56E+05*	*NA*	*370*	*11,000*
1,2-Dichloroethane	107-06-2	1 U	1 U	1 U	1 U	1 U	1 U	*5.0 (A)*	*360 (X)*	*9,600*	*8.52E+06*	*2.50E+06*	*1.4*	*41*
1,2-Dichloropropane	78-87-5	1 U	1 U	1 U	1 U	1 U	1 U	*5.0 (A)*	*230 (X)*	*16,000*	*2.80E+06*	*5.50E+05*	*2.6*	*74*
1,3,5-Trimethylbenzene	108-67-8	1 U	1 U	1.4	1 U	1 U	1 U	*72/1,000 (E)*	*45*	*61,000 (S)*	*61,150*	*ID*	*18 (JT)*	*470 (JT)*
1,3-Dichlorobenzene	541-73-1	1 U	1 U	1 U	1 U	1 U	1 U	*6.6*	*28*	*18,000*	*1.11E+05*	*ID*	*2.6*	*75*
1,3-Dichloropropene, cis-	10061-01-5	1 U	1 U	1 U	1 U	1 U	1 U	*--*	*--*	*--*	*--*	*--*	*--*	*--*
1,3-Dichloropropene, trans-	10061-02-6	1 U	1 U	1 U	1 U	1 U	1 U	*--*	*--*	*--*	*--*	*--*	*--*	*--*
1,3-Dichloropropene (Total) (Calc.)	542-75-6	2 U	2 U	2 U	2 U	2 U	2 U	*8.5*	*9.0 (X)*	*3,900*	*2.80E+06*	*1.30E+05*	*3.3 (J)*	*95 (J)*
1,4-Dichlorobenzene	106-46-7	1 U	1 U	1 U	1 U	1 U	1 U	*75 (A)*	*17*	*16,000*	*73,800*	*NA*	*5.9*	*170*
2-Butanone (MEK)	78-93-3	2.2 J	5 U	5 U	5 U	5 U	2.0 J	*13,000*	*2,200*	*2.40E+08 (S)*	*2.40E+08*	*ID*	*2,600 (DD)*	*4.30E+06 (DD)*
2-Hexanone	591-78-6	5 U	5 U	5 U	5 U	5 U	5 U	*1,000*	*ID*	*4.20E+06*	*1.60E+07*	*NA*	*660*	*20,000*
<u>2-Methylnaphthalene</u>	91-57-6	25 U	77	43	28	5 U	1.5 J	*260*	*19*	*25,000 (S)*	*24,600*	*ID*	*66*	*2,000*
4-Methyl-2-pentanone (MIBK)	108-10-1	1 U	1 U	1 U	1 U	1 U	1 U	*1,800*	*ID*	*2.00E+07 (S)*	*2.00E+07*	*ID*	*660*	*20,000*
Acetone	67-64-1	10 U	10 U	10 U	10 U	10 U	10 U	*730*	*1,700*	*1.00E+09 (D,S)*	*1.00E+09*	*1.50E+07*	*50,000 (FF*)*	*50,000*
Acrylonitrile	107-13-1	1 U	1 U	1 U	1 U	1 U	1 U	*2.6*	*2.0 (M); 1.2*	*34,000*	*7.50E+07*	*6.40E+06*	*4.6*	*140*
Benzene	71-43-2	1 U	1 U	3.7	1 U	1 U	1 U	*5.0 (A)*	*200 (X)*	*5,600*	*1.75E+06*	*68,000*	*1.0*	*28*
Bromochloromethane	74-97-5	1 U	1 U	1 U	1 U	1 U	1 U	*--*	*--*	*--*	*--*	*--*	*--*	*--*
Bromodichloromethane	75-27-4	1 U	1 U	1 U	1 U	1 U	1 U	*80 (A,W)*	*ID*	*4,800*	*6.74E+06*	*ID*	*1.2*	*34*
Bromoform	75-25-2	1 U	1 U	1 U	1 U	1 U	1 U	*80 (A,W)*	*ID*	*4.70E+05*	*3.10E+06*	*ID*	*89*	*2,700*
Bromomethane	74-83-9	1 U	1 U	1 U	1 U	1 U	1 U	*10*	*5.0 (M); 4.2*	*4,000*	*1.45E+07*	*ID*	*2.1 (M*)*	*55*
Carbon Disulfide	75-15-0	1 U	1 U	1.1	1 U	1 U	1 U	*800*	*ID*	*2.50E+05*	*1.19E+06*	*13,000*	*92*	*2,100*
Carbon Tetrachloride	56-23-5	1 U	1 U	1 U	1 U	1 U	1 U	*5.0 (A)*	*38 (X)*	*370*	*7.93E+05*	*ID*	*0.41 (M*)*	*7.7*
Chlorobenzene	108-90-7	1 U	1 U	1 U	1 U	1 U	1 U	*100 (A)*	*25*	*2.10E+05*	*4.72E+05*	*1.60E+05*	*33*	*940*
Chloroethane	75-00-3	1 U	1 U	1 U	1 U	1 U	4.6	*430*	*1,100 (X)*	*5.70E+06 (S)*	*5.74E+06*	*1.10E+05*	*620*	*15,000*
Chloroform	67-66-3	1 U	1 U	1 U	1 U	1 U	1 U	*80 (A,W)*	*350*	*28,000*	*7.92E+06*	*ID*	*0.49 (M*)*	*14*
Chloromethane	74-87-3	1 U	1 U	1 U	1 U	1 U	1 U	*260*	*ID*	*8,600*	*6.34E+06*	*36,000*	*15*	*380*
cis-1,2-Dichloroethene	156-59-2	1 U	1 U	1 U	1 U	1 U	1 U	*70 (A)*	*620*	*93,000*	*3.50E+06*	*5.30E+05*	*3.4*	*95*
Dibromochloromethane	124-48-1	1 U	1 U	1 U	1 U	1 U	1 U	*80 (A,W)*	*ID*	*14,000*	*2.60E+06*	*ID*	*0.78 (M*,MM)*	*23 (MM)*
Dibromomethane	74-95-3	1 U	1 U	1 U	1 U	1 U	1 U	*80*	*NA*	*ID*	*1.10E+07*	*ID*	*8.8*	*260*
Dichlorodifluoromethane	75-71-8	1 U	1 U	1 U	1 U	1 U	1 U	*1,700*	*ID*	*2.20E+05*	*3.00E+05*	*ID*	*13*	*49*
Diethyl Ether	60-29-7	1 U	1 U	1 U	1 U	1 U	1 U	*10/3,700 (E)*	*ID*	*6.10E+07 (S)*	*6.10E+07*	*6.50E+05*	*1,200*	*36,000*
Ethylbenzene	100-41-4	1 U	1 U	1 U	1 U	1 U	1 U	*74/700 (E)*	*18*	*1.10E+05*	*1.69E+05*	*43,000*	*2.8*	*74*
Hexachloroethane	67-72-1	1 U	1 U	1 U	1 U	1 U	1 U	*7.3*	*6.7 (X)*	*27,000*	*50,000*	*ID*	*1.5 (M*)*	*43*

Table 2 - Groundwater Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Monitoring Location:		APNTW-01	APNTW-02	APNTW-03	APNTW-04	APNTW-05	Trip Blank	*Residential DWC (1)*	*GSI Criteria (1)*	*Residential Groundwater VIAIC (1)*	*Water Solubility (1)*	*Flammability and Explosivity SL (1)*	*Residential GW-Shallow VIAP SL (2)*	*Residential GW-Not in Contact VIAP SL (2)*
Depth Interval (ft):		(6.5-11.5)	(6-11)	(7-12)	(9.5-14.5)	(7.5-12.5)								
Laboratory ID:		22102086-01	22102086-02	22102086-03	22102086-04	22102086-05	22102086-06							
Collection Date:		10/21/22	10/21/22	10/21/22	10/21/22	10/21/22	10/21/22							
Iodomethane	74-88-4	5 U	5 U	5 U	5 U	5 U	5 U	--	--	--	--	--	--	--
Isopropylbenzene (Cumene)	98-82-8	1 U	1 U	1 U	1 U	1 U	1 U	800	28	56,000 (S)	56,000	29,000	0.60 (M*)	15
Methyl tert-Butyl Ether (MTBE)	1634-04-4	1 U	1 U	1 U	1 U	1 U	1 U	40/240 (E)	7,100 (X)	4.70E+07 (S)	4.68E+07	ID	250	7,400
Methylene Chloride	75-09-2	5 U	5 U	5 U	5 U	5 U	5 U	5.0 (A)	1,500 (X)	2.20E+05	1.70E+07	ID	79 (FF*)	8,400
n-Propylbenzene	103-65-1	1 U	1 U	1 U	1 U	1 U	1 U	80	ID	ID	NA	ID	43 (DD)	6,100 (DD)
Naphthalene	91-20-3	25 U	**57**	**22**	**12**	5 U	5 U	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Styrene	100-42-5	1 U	1 U	1 U	1 U	1 U	1 U	100 (A)	80 (X)	1.70E+05	3.10E+05	1.40E+05	33	960
Tetrachloroethene (PCE)	127-18-4	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	60 (X)	25,000	2.00E+05	ID	1.5 (FF*)	130 (EE*)
Toluene	108-88-3	1 U	1 U	2.0	1 U	1 U	1 U	790/1,000 (E)	270	5.30E+05 (S)	5.26E+05	61,000	300 (FF*)	41,000
trans-1,2-Dichloroethene	156-60-5	1 U	1 U	1 U	1 U	1 U	1 U	100 (A)	1,500 (X)	85,000	6.30E+06	2.30E+05	16	390
trans-1,4-Dichloro-2-butene	110-57-6	2 U	2 U	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Trichloroethene (TCE)	79-01-6	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	200 (X)	2,200	1.10E+06	ID	0.073 (M*,DD)	10 (DD)
Trichlorofluoromethane	75-69-4	1 U	1 U	1 U	1 U	1 U	1 U	2,600	NA	1.10E+06 (S)	1.10E+06	ID	22	190
Vinyl Acetate	108-05-4	5 U	5 U	5 U	5 U	5 U	5 U	640	NA	4.10E+06	2.00E+07	1.80E+06	690	21,000
Vinyl Chloride	75-01-4	1 U	1 U	1 U	1 U	1 U	1 U	2.0 (A)	13 (X)	1,100	2.76E+06	33,000	0.12 (M*,MM)	2.1 (MM)
Xylenes, meta- & para-	179601-23-1	2.4	2 U	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Xylene, ortho-	95-47-6	1 U	1 U	1.0	1 U	1 U	1 U	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	2.4 J	3 U	1.0 J	3 U	3 U	3 U	280/10,000 (E)	49	1.90E+05 (S)	1.86E+05	70,000	75 (J)	2,000 (J)
Polynuclear Aromatic Compounds	*CAS Number*													
2-Methylnaphthalene	91-57-6	5 U	5 U	120 U	3.9 J	5 U	--	260	19	25,000 (S)	24,600	ID	66	2,000
Acenaphthene	83-32-9	1 U	0.074 J	24 U	0.37 J	1 U	--	1,300	38	4,200 (S)	4,240	ID	3,900 (S)	3,900 (S)
Acenaphthylene	208-96-8	1 U	1 U	24 U	0.10 J	1 U	--	52	ID	3,900 (S)	3,930	ID	65	65 (CC*)
Anthracene	120-12-7	1 U	0.087 J	24 U	0.045 J	1 U	--	43 (S)	ID	43 (S)	43.4	ID	43 (S)	43 (S)
Benzo(a)anthracene	56-55-3	1 U	0.36 J	24 U	0.14 J	1 U	--	2.1	ID	NLV	9.4	ID	9.4 (S,MM)	9.4 (S,MM)
Benzo(a)pyrene	50-32-8	1 U	0.43 J	24 U	0.18 J	1 U	--	5.0 (A)	ID	NLV	1.62	ID	NA	NA
Benzo(b)fluoranthene	205-99-2	1 U	0.65 J	24 U	0.31 J	1 U	--	1.5 (S,AA)	ID	ID	1.5	ID	NA	NA
Benzo(g,h,i)perylene	191-24-2	1 U	**0.31 J**	24 U	0.13 J	1 U	--	1.0 (M); 0.26 (S)	ID	NLV	0.26	ID	NA	NA
Benzo(k)fluoranthene	207-08-9	1 U	0.28 J	24 U	1 U	1 U	--	1.0 (M); 0.80 (S)	NA	NLV	0.80	ID	NA	NA
Chrysene	218-01-9	1 U	0.54 J	24 U	0.27 J	1 U	--	1.6 (S)	ID	ID	1.6	ID	NA	NA
Dibenzo(a,h)anthracene	53-70-3	2 U	2 U	48 U	2 U	2 U	--	2.0 (M); 0.21	ID	NLV	2.49	ID	NA	NA
Fluoranthene	206-44-0	1 U	0.79 J	24 U	0.26 J	1 U	--	210 (S)	1.6	210 (S)	206	ID	NA	NA
Fluorene	86-73-7	1 U	1 U	24 U	0.65 J	1 U	--	880	12	2,000 (S)	1,980	ID	1,700 (S)	1,700 (S)
Indeno(1,2,3-cd)pyrene	193-39-5	2 U	**0.32 J**	48 U	2 U	2 U	--	2.0 (M); 0.022 (S)	ID	NLV	0.022	ID	NA	NA
Naphthalene	91-20-3	1 U	1 U	24 U	2.5	1 U	--	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Phenanthrene	85-01-8	1 U	0.21 J	24 U	0.76 J	1 U	--	52	2.0 (M); 1.7	1,000 (S)	1,000	ID	9.5	290
Pyrene	129-00-0	1 U	0.89 J	24 U	0.39 J	1 U	--	140 (S)	ID	140 (S)	135	ID	140 (S)	140 (S)
Metals, Total	*CAS Number*													
Arsenic	7440-38-2	1.0 J	8.2 J	28 J	8.6 J	6.1	--	10 (A)	10	NLV	NA	ID	NA	NA
Barium (B)	7440-39-3	37	210	250	180	70	--	2,000 (A)	674 (G)	NLV	NA	ID	NA	NA
Cadmium (B)	7440-43-9	1 U	2.4 J	10 U	2.5 J	1 U	--	5.0 (A)	3.0 (G,X)	NLV	NA	ID	NA	NA
Chromium, Total (B,H)	7440-47-3	2.7 J	**47 J**	**93**	**22 J**	2.2 J	--	100 (A)	11	NLV	NA	ID	NA	NA
Copper (B)	7440-50-8	1.6 J	**71**	**140**	**60**	1.3 J	--	1,000/1,400 (E)	13 (G)	NLV	NA	ID	NA	NA
Lead (B)	7439-92-1	0.58 J	**200**	**150**	**88**	0.54 J	--	4.0 (L)	34 (G,X)	NLV	NA	ID	NA	NA
Mercury (Total) (B)	7439-97-6	0.2 U	0.2 U	0.2 U	**0.31**	0.2 U	--	2.0 (A)	0.0013	56 (S)	56	ID	0.088	2.5
Selenium (B)	7782-49-2	5 U	50 U	**5.5 J**	50 U	0.54 J	--	50 (A)	5.0	NLV	NA	ID	NA	NA
Silver (B)	7440-22-4	0.84 U	8.4 U	**6.3 J**	8.4 U	0.84 U	--	34	0.20 (M); 0.060	NLV	NA	ID	NA	NA
Zinc (B)	7440-66-6	3.9 J	96 J	**280**	**660**	12 J	--	2,400	167 (G)	NLV	NA	ID	NA	NA

Attachment D

Reimbursement Agreement

SECOND AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This FIRST AMENDMENT TO DEVELOLPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made __________, 2022 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective ____, 202___, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.

2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.

4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.

5. **Addendum Presentation**. APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the PUD. To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:
   a. Architectural and/or Engineering drawings
   b. Construction schedules
   c. Construction budgets
   d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
   e. Proof of financing

6. **Addendum Approvals**. Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.

7. **Funding for Brownfield Reimbursements.**

   a. *Brownfield Tax Increment Financing*. APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended (*"*Act 381*"*) the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.

      i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act (*"*Part 201*"*).

      ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.

      iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be $35 million dollars not including interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed $13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.

v. The cost of Eligible Activities may be incurred by the City and APQ, The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of $28 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.

vii. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").

viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

ix. During the Term (defined below) of this Agreement, the Authority shall reimburse APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse APQ for the cost of Eligible Activities incurred until the earlier of being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.

xii. Intentionally left blank.

xiii. <u>Reimbursement Process.</u>

1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's agent or employee as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.

3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, as described above.

4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e., no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund (*"MSF"*) and/or the Michigan Department of Environment, Great Lakes and Energy (*"MEGLE"*).

6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiv. Allocation of Base Value and Priority of Reimbursements.

1. The initial taxable value of the Property as of the date of this Agreement is $903,810, as set forth in the Brownfield Plan Amendment (*"Base Value"*). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.

2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xv. Adjustments.

1. Until the cost of eligible activities is fully reimbursed, APQ agrees to waive any appeal of any tax assessment or reassessment of any portion of the Property; *provided, however,* that this waiver shall not be binding on any person or entity who acquires title to all or any portion of the Property after the date of this Agreement.

2. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to APQ or any future owner to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing APQ. If all amounts due APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to APQ, the Authority shall invoice APQ for the amount of such reimbursement and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by APQ pursuant to this Section shall be reinstated as Eligible Activities for which APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xvi. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Property Owner's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

8. **Notices**. All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email: (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager

w/copy to:

Parmenter Law
601 Terrace Street

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Jaffe, Raitt Heuer & Weiss, P.C.
27777 Franklin Rd. Suite 2500

Muskegon, Michigan 49440
Attn: City Attorney

Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

9. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ, Authority and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ, Authority, and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ, Authority, and City shall survive the termination of this Agreement for a period of one year.

13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ, Authority and City intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

14. **Binding Effect**. This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, successors, and assigns.

15. **Assignment or Delegation.** No party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other parties, in which approval may be withheld in each other party's sole discretion.

16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY________________________

Name:
Title: Chair
Date: ____________________, 2023

BY: ________________________

Name:
Title: Secretary
Date: ____________________, 2023

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY________________________

Name: Kenneth D. Johnson
Title: Mayor
Date: ____________________, 2023

BY: ________________________

Name: Ann Meisch
Title: Clerk
Date: ____________________, 2023

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By________________________________
Name: Ryan M. Leestma
Title: Owner
Date: 3-2-23, 2023

FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This FIRST AMENDMENT TO DEVELOLPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made December 19, 2022 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective ____, 202___, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.

2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.

4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.

5. **Addendum Presentation**. APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the PUD. To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:
   a. Architectural and/or Engineering drawings
   b. Construction schedules
   c. Construction budgets
   d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
   e. Proof of financing

6. **Addendum Approvals**. Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.

7. **Funding for Brownfield Reimbursements.**

   a. *Bonds for roads, water mains and sewer mains.* The City or Authority, in the City's and Authority's sole discretion as to which is the borrower, upon approval of an Addendum shall sell municipal bonds in an amount equal to the total amount necessary to pay for roads, water mains, and sewer mains on the Property required by the addendum, supported by engineering and construction bids itemized in the addendum(s) to this Agreement. City or Authority shall be entitled to retain an engineer of its choosing to review all drawings and inspect all amenities that are expected to be eventually turned over to the City in order to insure that the amenities are constructed to city standards, to develop as-built drawings, and otherwise represent the City and Authority on the construction of the public amenities. The cost of the City's or Authority's retained engineer shall be paid for from the bond. At no point may the Authority's and City's total borrowing, whether still outstanding or not, exceed an aggregate amount of $10,500,000, including the cost of Civil Engineering expenses paid by APQ up until the date of this agreement and the City's or Authority's engineer. The bond proceeds shall be available to reimburse APQ the costs related to the costs for roads, water mains and sewer mains approved in the itemization of Brownfield Reimbursements detailed in each addendum. APQ may apply to the Authority for draw of such bond proceeds. If the draw request includes the proper documentation, the Authority will pay the draw within 15 days of receipt of the request, subject to and in accordance with the following requirements and conditions.

i. All draw requests shall be in writing together with all supporting documentation, including receipts, and not be made more frequent than 30 day intervals.

ii. Each draw request shall include the most recent Sworn Statement and corresponding lien waiver from every contractor, sub-contractor, and supplier who will be paid from that draw.

b. *Brownfield Tax Increment Financing.* APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381 ") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.

i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201 ").

ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.

iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be $35 million dollars not including interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed $13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.

v. The cost of Eligible Activities may be incurred by the City and APQ, The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of $28 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.

vii. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").

viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the City and APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

ix. During the Term (defined below) of this Agreement, the Authority shall reimburse the City first for the total cost of the bonds (principal, interest and transaction costs) incurred and to be incurred for roads, water mains and sewer mains and after the City has been paid the amount the City has committed to pay APQ for the roads, water mains and sewer mains, then to APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the City for the cost of the bonds (principal, interest and transaction costs) for roads, water mains and sewer mains and APQ for the cost of Eligible Activities incurred by the Parties until the earlier of the Parties being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

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1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's engineer as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", and after the Authority or City has been fully paid for roads, water mains and sewer mains, the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement, less a 10% retainage until all of the water mains, sewer mains and road construction is completed and accepted by the City. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.

3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, excluding the portion to be paid to City which shall be paid first, as described above.

4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e.,

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reimbursement, including interest and penalties, from any amounts due and owing the City and APQ. If all amounts due the City and APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or APQ, the Authority shall invoice the City and APQ for the amount of such reimbursement and the City and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by the City or APQ pursuant to this Section shall be reinstated as Eligible Activities for which the City and APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

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This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Property Owner's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

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Attn: City Attorney

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Jaffe, Raitt Heuer & Weiss, P.C.
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Attn: Kenneth J. Clarkson

9. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ and City shall survive the termination of this Agreement for a period of one year.

13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ and City intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

14. **Binding Effect**. This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, successors, and assigns.

15. **Assignment or Delegation.** Neither party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY ______________________

Name:
Title: Chair
Date: 1-17, ~~2022~~ 23

BY: ______________________

Name:
Title: Secretary
Date: ______________________, 2022

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY ______________________

Name: Kenneth D. Johnson
Title: Mayor
Date: January 17, ~~2022~~ 2023

BY: ______________________

Name: Ann Meisch
Title: Clerk
Date: January 10, ~~2022~~ 2023

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By ______________________
Name: Ryan M. Leestma
Title: Owner
Date: December 19, 2022

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: 3rd Amendment, Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOZB, LLC
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: Staff is seeking approval for the 3rd Amendment, Brownfield Development & Reimbursement Agreement, for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.

Detailed Summary:

Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (3rd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units. Plans for this site has begun and will continue through Fall 2030 with a total investment of $92,000,000 (not including property acquisition). The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

Due to the addition of the eligible environmental and non-environmental activities related to the construction of a Dry Rack storage building mentioned in the 3rd Amendment to the Brownfield Plan Amendment, the Brownfield Tiff will change, thus needing an updated Brownfield Development and Reimbursement Agreement. This will cause a shift in the Brownfield Tax Increment Funds. This agreement is contingent upon the approval of the 3rd Amendment to the BPA for Adelaide Pointe.

The cost of Eligible Activities may be incurred by the City and APQ. The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $38 million dollars (the "Total Eligible Brownfield TIF Costs").

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. This agreement is to be approved by the Brownfield Redevelopment Authority during a special meeting held on May 23, 2023.

The 1st Amendment to the DRA for APQ was approved by the BRA and CC on Jan.10, 2023. The 2nd Amendment to the DRA was approved by the BRA and CC on March 14, 2023.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: Approval of the Brownfield Development & Reimbursement Agreement, for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and authorize the Mayor and City Clerk to sign.

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 BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

3rd Amendment

Adelaide Pointe QOZB, LLC
Adelaide Pointe Project

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 23 of May, 2023 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members B. Tarrant, K. Reid, M. Kleaveland, H. Sytsema, M. Bottomley, B. Hastings, J. Moore, J. Riegler, J. Seyferth

ABSENT: Members J. Wallace, M. Johnson, Sr, S. Black, D. Pollock

The following preamble and resolution were offered by Member J. SEYFERTH and supported by Member H. Sytsema:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Adelaide Pointe Project ("Project") during its meeting on October 12, 2021;

WHEREAS, the Adelaide Pointe Project Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, the Authority approved the original Development and Reimbursement Agreement during its meeting on November 9, 2021;

WHEREAS, a Development and Reimbursement Agreement (3rd Amendment) between the City and Adelaide Pointe QOZB, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement (3rd Amendment) between the City and Adelaide Pointe QOZB, LLC for the Adelaide Pointe Project Brownfield Plan

Amendment is necessary to facilitate the implementation of the Brownfield Plan.

2. The Authority hereby approves the Development and Reimbursement Agreement (3^{rd} Amendment) for the Adelaide Pointe Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

3. 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: 9

NAYS: 0

RESOLUTION DECLARED ADOPTED.

Martha Jane Battomley
Chair

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 meeting held on May 23, 2023, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Marthajane Bottomley
Chair

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Adelaide Pointe QOZB, LLC (1148-1204 West Western)

Adelaide Pointe Project, 3rd Amendment

County of Muskegon, Michigan

2023-May 23

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23 day of May, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by ______________ and supported by ______________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Development and Reimbursement Agreement; and

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement (3rd Amendment) to the City Commission requesting its approval of the Development and Reimbursement Agreement (3rd Amendment); and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement (3rd Amendment) is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Kenneth D. Johnson, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 23, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk

Third AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This THIRD AMENDMENT TO DEVELOLPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made May 23, 2023 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon,** a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe QOZB, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective March 14 , 2023, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.

2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.

4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.

5. **Addendum Presentation.** APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the **PUD.** To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:

   a. Architectural and/or Engineering drawings
   b. Construction schedules
   c. Construction budgets
   d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
   e. Proof of financing

6. **Addendum Approvals.** Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.

7. **Funding for Brownfield Reimbursements.**

   a. *Brownfield Tax Increment Financing.* APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381 ") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.

      i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201 ").

      ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.

      APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental and non-environmental activities on the Property are estimated to be $38 million dollars not including interest. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

iii. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.

iv. The cost of Eligible Activities may be incurred by the City and APQ, the total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $38 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of $29 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

v. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.

V11. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").

viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

ix. During the Term (defined below) of this Agreement, the Authority shall reimburse APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the

Property and reimburse APQ for the cost of Eligible Activities incurred untilthe earlier of being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.

Xu. Intentionally left blank.

xiii. Reimbursement Process.

1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's agent or employee as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.

3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, as described above.

4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e., no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund ("MSF ") and/or the Michigan Department of Environment, Great Lakes and Energy ("MEGLE ").

6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiv. Allocation of Base Value and Priority of Reimbursements.

1. The initial taxable value of the Property as of the date of this Agreement is $903,810, as set forth in the Brownfield Plan Amendment ("Base Value"). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.

2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xv. Adjustments.

l. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to APQ or any future owner to any tax levying unit of government, the Authority 11ay deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing APQ. If all amounts due APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to APQ, the Authority shall invoice APQ for the amount of such reimbursement and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by APQ pursuant to this Section shall be reinstated as Eligible Activities for which APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xvi. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Property Owner's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email: (iii) when sent by a nationally-recognized receipted overnight delively service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: City of Muskegon
933 Tenace Street
Muskegon, MI 49440
Attn: City Manager

w/copy to:

Parmenter Law
601 Telrnce Street
Muskegon, Michigan 49440
Attn: City Attorney

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Taft Stettinius & Hollister LLP
27777 Franklin Rd. Suite 2500
Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

9. . This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ, Authority and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonnable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ, Authority, and City. Each exhibit attached to this Agreement is incorporate4 and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for pe1forming any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ, Authority, and City shall survive the termination of this Agreement for a period of one year.

13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ, Authority and City intend to be bound by the signatures on the electronically imaged document, are aware that the

other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

14. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, successors, and assigns.

15. **Assignment or Delegation.** No party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other parties, in which approval may be withheld in each other party's sole discretion. Notwithstanding the forgoing the City hereby consents to assignment by the APQ of any and all Brownfield TIF Revenue to which it is entitled under this Agreement.

16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

By: Martha Jane Bottomley
Its:

CITY OF MUSKEGON

By:
Its:

Adelaide Pointe QOZB, LLC,
A Michigan limited liability company

By: Ryan Leestma
Its: Owner

19886336-2

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 23, 2023	Title: Insurance Premium Refund – Non-union Team Members
Submitted By: Jonathan Seyferth	Department: City Manager

Brief Summary:

In January 2023 several of the City's unions notified management of a miscalculation in the insurance premiums paid by staff. Upon investigation it was determined that there was an error in contributions paid by union team members (contributions were negotiated at 10%). An administrative decision was made to adjust union team members back to 10% contributions and repay union team members for their over payment back to January 1, 2020.

At the April 11, 2023 meeting, the Commission also made the decision to adjust non-union team members back to the 10% contributions. This item is to discuss repayment of non-union employees for the amounts paid over 10% going back to January 1, 2020.

Detailed Summary & Background:

As a reminder, starting in 2017 the City began using three different factors to determine employee contributions to their insurance premiums (a percent of actual monthly premiums and a percent of City Paid Benefits (co-insurance & deductibles)). Prior to 2017 just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles.

Sometime after 2017 a calculation error occurred and team member's contributions increased above the 10% level. Technically, this is ok for non-union team members as the Commission can set the non-union insurance contributions at any rate it desires. However, traditionally, the insurance contributions have been the same across all employment classes. On April 11, 2023 the commission approved realigning non-union team members' insurance with union members.

The question before the Commission today is, should the City refund non-union team members for the "overpayments" of health insurance contributions for the same time period as we were required to do for union team members? (Going back to Jan. 1, 2020.)

This cost will be about $90,400 in payments back to team members (ranging from about $3,000 to $70 per team member).

Goal/Focus Area/Action Item Addressed:

Goal 3, Community connection – create an environment of mutual respect and trust between local government and…workers.

Amount Requested: $91,000	Amount Budgeted: $0

Fund(s) or Account(s): Various	Fund(s) or Account(s): Various

Recommended Motion: To approve repaying non-union staff for insurance premiums paid in excess of 10% going back to Jan. 1, 2020.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*				Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	☐	Yes	☐
Other Division Heads	■	Communication	☐	No	■
Legal Review	☐				

For City Clerk Use Only:

Commission Action: