

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 28, 2017 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Muskegon YMCA Summer Recreation Program** Planning & Economic Development
 - C. Permanent Traffic Control Order – Removal of “STOP” and “YIELD” signs at Harvey Street and install permanent “STOP” signs at Keating Avenue, per Traffic Control Order #31-(2017).** DPW
 - D. Aggregates, Highway Maintenance Materials and Concrete** DPW
 - E. Jay-Boards Rental/Lessons Business Contract for City of Muskegon Parks** DPW
 - F. Replace High Service Pump Load Center at Water Filtration Plant** Water Filtration – DPW
 - G. Emergency Response Plan (updated)** Public Safety
 - H. Amendment to the Zoning Ordinance – R-1, Single Family Districts** Planning & Economic Development
 - I. Amendment to the Zoning Ordinance – R-2 and R-3 Districts** Planning & Economic Development

- J. **Amendment to the Zoning Ordinance – Preamble & Sections 400 & 404**
Planning & Economic Development
- K. **245, 255, and 285 West Western Avenue** City Manager
- L. **Brownfield Development Agreement Between Pure Muskegon , LLC and the City of Muskegon for Windward Pointe MDEQ Grant (Stack Demo)** Planning & Economic Development
- M. **MDEQ Grant Administration Proposal – Lakeshore Environmental, Inc. for Windward Pointe MDEQ Grant (Stack Demo)** Planning & Economic Development
- **PUBLIC HEARINGS:**
 - A. **Public Hearing for Brownfield Plan Amendment and Development and Reimbursement Agreement for Windward Pointe Redevelopment Project** Planning & Economic Development
- **COMMUNICATIONS:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**
 - A. **Request to add Parcels to the City's Existing Groundwater Ordinance – Burgess-Norton** Planning & Economic Development
 - B. **Request to add Parcels to the City's Existing Groundwater Ordinance – Ambrosia Street** Planning & Economic Development
 - C. **Request to Create a New Neighborhood Enterprise Zone District at 285 W Western Avenue** Planning & Economic Development
- **ANY OTHER BUSINESS:**
- **PUBLIC PARTICIPATION:**
 - ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
 - ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
 - ▶ Submit the form to the City Clerk.
 - ▶ Be recognized by the Chair.
 - ▶ Step forward to the microphone.
 - ▶ State name and address.
 - ▶ Limit of 3 minutes to address the Commission.
 - ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)
- **CLOSED SESSION:**
- **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: March 23, 2017

Here is a quick outline of the items on our agenda:

1. Under the consent agenda, we are asking the Commission to for approval of the following:
 - a. Last meeting's minutes.
 - b. The Muskegon YMCA Summer Recreation Program
 - c. A traffic control order to remove the stop signs and yield signs at Keating and Harvey and install new stop signs at the same intersection, but regulating the traffic differently. Currently, the traffic on Harvey is controlled via a stop sign, but after reviewing traffic counts, we feel stopping Keating is more appropriate. Accordingly, the new configuration will allow Harvey Street to flow naturally, while stopping traffic on Keating Avenue.
 - d. The purchase of aggregates, highway maintenance materials, and concrete for the 2017-18 maintenance season. This is a purchase that happens annually.
 - e. A business contract for Jay-Boards to operate at Pere Marquette Park during the 2017 summer season. This business has been active at Pere Marquette Park for a number of seasons.
 - f. Replace the high service pump load center at the water filtration plant.
 - g. An update to the city's emergency response plan, which outlines the chain of command, official duties, etc. during times of emergency.
 - h. Amendment to the Zoning Ordinance (R-1) to allow for smaller building lots. The goal, as recommended by the planning commission, is to create more buildable lots in our neighborhoods. This change will add hundreds of buildable lots in our community.
 - i. Amendment to the Zoning Ordinance (R-2 and R-3) to allow for smaller building lots. This is related to item h above.
 - j. Amendment to the Zoning Ordinance (Preamble and Sections 400 and 404) to allow for smaller building lots. This is related to items h and i above.

- k. 4th and final amendment to the Development Agreement for Highpoint Flats. This amendment will provide the developer with two additional months to complete the project. Parkland Properties has hired Visser Brothers Construction, and we have met with them; they understand our expectations from a timing standpoint, and seem ready to complete the project.
 - l. Development Agreement for the Windward Pointe Site – related specifically to the stack demolition. The city received the grant on behalf of Pure Muskegon, but Pure Muskegon will actually undertake the stack demolition. This agreement outlines the requirements of Pure Muskegon related to the demolition of the stacks. This is a necessary step to officially demolish the stacks and prepare the site for redevelopment. Staff recommends approval.
 - m. MDEQ Grant Administration Proposal from Lakeshore Environmental. This agreement is for the administrative grant management of the stack demolition at the former Sappi site. Again, this is a necessary step to officially demolish the stacks and prepare the site for redevelopment. Staff recommends approval.
2. Under Public Hearings:
- a. We will take comments on the Brownfield Plan Amendment, as well as the Development and Reimbursement Agreement for the Windward Pointe development. This is a substantial and complicated brownfield site, requiring significant amounts of eligible expenses (abatement, demolition, public infrastructure, etc.). The development and reimbursement agreement, which has already been approved by our Brownfield Redevelopment Authority, is a necessary tool to get that property redevelopment. Staff recommends approval.
3. Under new business, we will be asking the Commission to approve the following:
- a. The addition of certain parcels to the groundwater ordinance related to the Burgess-Norton groundwater contamination.
 - b. The addition of certain parcels to the groundwater ordinance related to an unknown source of groundwater contamination.
 - c. Creation of an NEZ District 285 West Western Avenue to support the Highpoint Flats Development.

Let me know if you have any questions/comments/concerns

Date: March 21, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the March 2, 2017 Goal Setting Meeting, the March 13, 2017 Worksession Meeting, and the March 14, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

Goal Setting Meeting
March 2, 2017
9:10 a.m.
Central Fire Station

Present: Mayor Gawron, Commissioners Warren, German, Turnquist, Johnson, Rinsema-Sybenga, Eric Hood (arrived at 10:15 a.m.) Staff Members, Ken Grant, Beth Lewis, Dwana Thompson, Mo Al-Shatel (arrived at 9:33 a.m.), Mike Franzak, Cathy Brubaker-Clarke, Derrick Smith, Kirk Briggs, Oneata Bailey, Frank Peterson, and Ann Meisch.

Commissioners and staff discussed their expectations from this goal setting meeting.

Reviewed 2016 Goals

City Manager, Frank Peterson, reviewed the 2016 goals and what steps have been taken throughout the year.

Review 2016-17 Budget and Financial Status

We are waiting for actuarial numbers from MERS. Currently the Police Department appears to be \$1 million under budget through retirements and filling current positions. It is unknown how the fiscal year will end until the MERS numbers are received.

Presentation by City Manager

A document entitled, *Quality of Life*, was given to those present. The City Manager briefly went through the document and encouraged the group to review it later.

Proposed goals

The City Manager was tasked with taking the input from the Commissioners and developing action steps that continue to work towards the vision established at the 2016 goal setting session, with continued work on housing, image, quality of life improvements, and identifying replacement industrial properties.

Adjourn 1:25 p.m.

Ann Marie Meisch, City Clerk

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, March 13, 2017
5:30 p.m.
Muskegon City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2017-18

Present: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and
Warren

Absent: None

Designation of Pine Street From Apple to Muskegon Avenue

The section of Pine Street between Apple Avenue and Muskegon Avenue will be designated as **Bill Gill Way** in recognition of his years of dedicated service on the Muskegon County Board of Commissioners and in the community. The sign designation will be placed on top of existing street name signs, not impacting any addresses. A presentation will be made and a Resolution will be adopted at the March 14, 2017 Regular Commission Meeting.

Unit 7 – Loan

A six story mixed-use building is being proposed at 351 W. Western Avenue. There would be retail space, office space, and living space in the building. Staff has been working with 351 W. Western LLC on a potential loan from the revolving loan fund for their project at 351 W. Western Avenue, also known as Unit 7. This item will be placed on the March 14, 2017 Regular Meeting Agenda.

PILOT – Amazon Building

Muskegon Redevelopment Limited Housing Authority purchased the Amazon property in 2016. There is currently no PILOT for the property, although it is a Low Income Housing Tax Credit (LIHTC) project. In order to obtain the financing necessary to make additional capital improvements to the Amazon, a PILOT is required. Since the property is within the City's Downtown Development Authority (DDA), the PILOT will result in a decrease of taxes being paid into the DDA. An amendment to the current PILOT Ordinance is being recommended for Section 82-51 (1), changing the service charge for the PILOT from 4 percent minimum to 3 percent minimum. The City is able to capture an additional percentage for the City service fee.

Mr. Back of Muskegon Redevelopment Limited Dividend Housing Authority is requesting a Payment in Lieu of Taxes (PILOT) for the Amazon property (550 W. Western). The property is currently a MSHDA LIHTC (Low Income Housing Tax Credit)

project. Normally, LIHTC properties also have PILOT Agreements, which allow them to make improvements over time, despite restricted rents. Since the Amazon was originally in a Renaissance Zone, a PILOT was not initially received. The property is no longer in a Renaissance Zone. Muskegon Redevelopment Limited Dividend Housing Authority purchased the building out of bankruptcy in 2016 and they have put a significant amount of investment into the property. However, additional major capital improvements are necessary, and the only way the funds will be available is through a PILOT designation. Fortunately, Muskegon Redevelopment Limited Dividend Housing Authority is only requesting a five year PILOT for the Amazon. This will enable the owner to make the necessary improvements, while providing additional market-rate units in the facility. The long-term goal is to increase the number of these market-rate units. Currently, the development includes 49 units (60% Area Median Income), 61 units (50% Area Median Income) and 12 units (Market-Rate); as well as five commercial units (with plans to convert some of these to market-rate apartments). The Amazon Apartments contain 1-, 2-, and 3-bedroom units, common area, a community room, and outdoor courtyard. The minimum service charge of 3% will be imposed (assuming the PILOT Ordinance Amendment is first approved by City Commission) as well as an essential service fee to the City of 3%.

This item will be on the March 14, 2017 Regular Meeting Agenda.

Walker Arena Lease

City Staff has been working with a group of local business owners interested in creating a restaurant and bar to service the LC Walker Arena and also provide more daily food/beverage options to the downtown community. **Rad Dad's Taco and Tequila Bar** is proposing to lease approximately 3,500 square feet of concourse space in the arena and 500 square feet of outdoor space to provide outdoor dining space at the corner of Western Avenue and 4th Street. In addition to operating Rad Dad's Taco and Tequila Bar, the ownership group is interested in entering into a management agreement to operate the arena's numerous concession stands during event days.

The owners would like to open by June 1, 2017. Staff would like to begin implementation of the concession management contract in August, with the expectation that full implementation will take place prior to the beginning of the Lumberjacks' 2017-18 hockey season. This could create approximately 20 jobs. This item will be on the March 14, 2017 Regular Meeting Agenda.

Election Polling Locations

The City Clerk explained the obstacles the Clerk's office has been running into while attempting to make several polling place changes. The Clerk explained some of the options that are currently being considered for moving certain polling places. This is something that the Clerk will continue working on.

Farmer's Market Update

The City Clerk discussed several suggestions for fee structure changes and for rule changes. The market is currently operating at a loss and the goal is to get closer to a break-even position. Some rules for the Farmer's Market also need to be modified.

Any Other Business

CDBG Funds

There was discussion about the use of Community Development Block Grant Funds and how they should be used. It is being suggested that neighborhoods choose what projects should be funded.

Adjournment

Moved by Hood, second by Johnson, to adjourn the meeting at 8:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 14, 2017 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, March 14, 2017. George Monroe, Evanston Avenue Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Hood, Commissioners Ken Johnson, Debra Warren (arrived at 5:32 p.m.), Willie German, Jr., Dan Rinsema-Sybenga, and Byron Turnquist, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

INTRODUCTIONS/PRESENTATION:

A. Designation of Pine Street from Apple Avenue to Webster Avenue

The section of Pine Street between Apple Avenue and Muskegon Avenue will be designated as **Bill Gill Way** in recognition of his years of dedicated service on the Muskegon County Board of Commissioners and in the community. The sign designation will be placed on top of existing street name signs, not impacting any addresses. The designated Street Sign was presented.

2017-19 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the February 28, 2017 Regular City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Audit Contract Extension Finance

SUMMARY OF REQUEST: The City recently completed its contract for audit services with Brickley DeLong. The firm has approached the City with a proposal

to extend the contract for five years. This proposal includes fees at the same rate for the 2017 audit as was charged for the 2016 audit. There is a 2% increase each year for the 2018 and 2019 audits, followed by an increase of 3% each year for the 2020 and 2021 audits.

The City has had a successful relationship with Brickley for a number of years and has enjoyed a smooth and efficient annual audit process. With current staff levels and increased demands on staff time, we believe it is prudent to continue this relationship. Additionally, Brickley is a major downtown employer and the only CPA firm located in the City qualified to perform our audit with a significant presence in the governmental auditing field.

FINANCIAL IMPACT:

Fiscal Year	2016	2017	2018	2019	2020	2021
Previous Fee	\$36,550	-	-	-	-	-
Proposed Fee	-	\$36,550	\$37,280	\$38,025	\$39,165	\$40,340

BUDGET ACTION REQUIRED: Future budgets will include the amounts shown above.

STAFF RECOMMENDATION: Approval

C. Development and Reimbursement Agreement for Construction of Dock at Fisherman's Landing Finance

SUMMARY OF REQUEST: To approve a development and reimbursement agreement between the City and Fisherman's Landing, Inc. The agreement will enable construction of a new dock at Fisherman's Landing and provides for Fisherman's Landing, Inc. to reimburse the City for \$100,000 of the construction costs as a loan.

FINANCIAL IMPACT: \$100,000 loan from the City's Revolving Loan Fund to Fisherman's Landing, Inc.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement.

E. Source Water Protection Plan Agreements; Grant & Engineering Water Filtration Plant

SUMMARY OF REQUEST: Authorize Staff to enter into agreements with MDEQ for a \$15,000 grant which requires a 100% City match, and an engineering agreement with Tetra Tech to prepare a Source Water Protection Plan as recommended by MDEQ.

Tetra Tech is being recommended since they were the engineer who prepared the grant application and their familiarity with the City's filtration plant. The engineering cost is "not to exceed" \$30,000.

FINANCIAL IMPACT: The total cost of this purchase is \$30,000 for engineering of which \$15,000 is grant money and the other \$15,000 from the City's water fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize Staff to sign both agreements; accepting the grant with MDEQ and the engineering agreement with Tetra Tech.

F. PILOT – Ordinance Amendment – Amazon Planning & Economic Development

SUMMARY OF REQUEST: Muskegon Redevelopment Limited Housing Authority purchased the Amazon property in 2016. There is currently no PILOT for the property, although it is a Low Income Housing Tax Credit (LIHTC) project. In order to obtain the financing necessary to make additional capital improvements to the Amazon, a Pilot is required. Since the Property is within the City's Downtown Development Authority (DDA), the PILOT will result in a decrease of taxes being paid into the DDA. An amendment to the current PILOT Ordinance (#2303) is being recommended for Section 82-51(1), changing the service charge for the PILOT from 4 percent minimum to 3 percent minimum. The City is able to capture an additional percentage for the City service fee.

FINANCIAL IMPACT: The Ordinance amendment would allow for a lower minimum percent of service charge.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: If the City Commission agrees that the PILOT is necessary for this property, staff recommends that the Ordinance amendment be approved and the Clerk be authorized to sign the necessary documents.

G. PILOT – Muskegon Redevelopment Limited Dividend Housing Authority (Amazon) Planning & Economic Development

SUMMARY OF REQUEST: Mr. Back of Muskegon Redevelopment Limited Dividend Housing Authority is requesting a Payment in Lieu of Taxes (PILOT) for the Amazon property (550 W. Western). The property is currently a MSHDA LIHTC (Low Income Housing Tax Credit) project. Normally, LIHTC properties also have PILOT Agreements, which allow them to make improvements over time, despite restricted rents. Since the Amazon was originally in a Renaissance Zone, a PILOT was not initially received. The property is no longer in a Renaissance Zone. Muskegon Redevelopment Limited Dividend Housing Authority purchased the building out of bankruptcy in 2016 and they have put a significant amount of

investment into the property. However, additional major capital improvements are necessary, and the only way the funds will be available is through a PILOT designation. Fortunately, Muskegon Redevelopment Limited Dividend Housing Authority is only requesting a five year PILOT for the Amazon. This will enable the owner to make the necessary improvements, while providing additional market-rate units in the facility. The long-term goal is to increase the number of these market-rate units. Currently, the development includes 49 units (60% Area Median Income), 61 units (50% Area Median Income) and 12 units (Market-Rate); as well as five commercial units (with plans to convert some of these to market-rate apartments). The Amazon Apartments contain 1-, 2-, and 3-bedroom units, common area, a community room, and outdoor courtyard. The minimum service charge of 3% will be imposed (assuming the PILOT Ordinance Amendment is first approved by City Commission) as well as an essential service fee to the City of 3%.

FINANCIAL IMPACT: The loss of the taxes to the DDA will be substantial. However, the taxing jurisdictions will benefit from the 3% PILOT and the City will benefit from the 3% essential service fee. In addition, the PILOT is only approved for five years. Meanwhile, Muskegon Redevelopment Limited Dividend Housing Authority partners are involved in several other projects downtown which have, and will, increase the tax base for the DDA.

BUDGET ACTION RECOMMENDED: None at this time.

STAFF RECOMMENDATION: To approve the “Contract for Housing Exemption” and “Development Agreement” and authorize the Mayor and Clerk to sign.

Motion by Commissioner German, second by Commissioner Johnson, to approve the consent agenda as presented, minus item D.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

2017-20 ITEMS REMOVED FROM THE CONSENT AGENDA:

- D. Summer Youth Park Program Recreation Program Contract – Boys and Girls Club of Muskegon** Planning & Economic Development

SUMMARY OF REQUEST: The City of Muskegon is recommending approval of the Contract with the Boys and Girls Club of Muskegon for the management of the 2017 Summer Youth Park Recreation Program. For the past several years, the City of Muskegon has provided the majority of the Leisure Services funds for the Summer Park Youth Recreation Program. The YMCA managed the program for several summers, and the Boys and Girls Club took over management for the summer of 2016. This Contract is consistent with the memo sent to the City

Commission by the Director of Community & Economic Development in December 2016. For 2017, the Boys and Girls Club of Muskegon will operate in four sites in the City, three of which are funded by the City of Muskegon (Smith Ryerson Park, Reese Park, and Seyferth Park). The anticipated total cost of the program for 2017 in the City of Muskegon is \$96,381. It is proposed that the City provide \$45,000 towards the program's management for 2017 and 2018. The Contract is for two years. However, if funding is no longer available in the future, the Contract can be cancelled.

FINANCIAL IMPACT: It is anticipated that the funding will be disbursed from future Community Development Block Grant Leisure Services Fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the Summer Youth Park Program Proposal and Contract and authorize staff to enter into an agreement with the Boys and Girls Club of Muskegon.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to approve the Summer Youth Park Program Proposal and Contract and authorize staff to enter into an agreement with the Boys and Girls Club of Muskegon.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren
Nays: None

MOTION PASSES

2017-21 PUBLIC HEARINGS:

A. Recommendation for Annual Renewal of Liquor Licenses City Clerk

SUMMARY OF REQUEST: To adopt a resolution recommending the non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinance for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 14, 2017, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adoption of the resolution.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Warren,

to close the public hearing and adopt the resolution recommending state withhold renewal of liquor license for code violations. (NONE)

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, Warren, and German

Nays: None

MOTION PASSES

B. Public Hearing – Establishment of a Commercial Redevelopment District – 1205 Peck Street Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, 1205 Peck LLC has requested the establishment of a Commercial Redevelopment District. The creation of the district will allow the building owner to apply for a Commercial Facilities Exemption Certificate, which will freeze the taxable value of the building and exempt the new real property investment from local taxes.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Establishment of the Commercial Redevelopment District.

STAFF RECOMMENDATION: Adoption of the resolution.

PUBLIC HEARING COMMENCED: Al Green asked if the business has any disabled employees.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to close the public hearing and establish the Commercial Redevelopment District at 1205 Peck Street.

ROLL VOTE: Ayes: Turnquist, Johnson, Gawron, Hood, Warren, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

C. Public Hearing – Issuance of a Commercial Facilities Exemption Certificate – 1205 Peck LLC Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 255 of 1978, as amended, 1205 Peck LLC has requested the issuance of a Commercial Facilities Exemption Certificate. The certificate will freeze the taxable value of the building and exempt the new real property investment from local taxes. The company will be investing \$70,000 in the building and will create 12 new jobs, which qualifies them for an abatement of 10 years.

FINANCIAL IMPACT: The real property taxes would be frozen at their pre-rehabilitated rate for the duration of the certificate.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Issuance of the Commercial Facilities Exemption Certificate.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Warren, second by Commissioner Johnson, to close the public hearing and issue the Commercial Facilities Exemption Certificate for 1205 Peck LLC

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Warren, German, Rinsema-Sybenga, and Turnquist

Nays: None

MOTION PASSES

2017-22 NEW BUSINESS:

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish Public Safety

1153 Pine

1451 Park

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute contracts for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: General Funds

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist, to concur with the Housing Board of Appeals decision to demolish 1153 Pine and 1451 Park Street.

Motion to Amend Motion by Commissioner Rinsema-Sybenga, second by Commissioner Turnquist, to amend the motion to remove 1451 Park Street from the motion to demolish.

ROLL VOTE: Ayes: Hood, Warren, German, Rinsema-Sybenga, Turnquist, Johnson, and Gawron

Nays: None

MOTION PASSES

Motion to Table Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to table the motion to demolish 1451 Park Street until the second meeting in May 2017 – work to be completed by May 12.

ROLL VOTE: Ayes: Warren, German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

VOTE ON ORIGINAL MOTION (AMENDED TO REMOVE AND TABLE 1451 PARK ST)

ROLL VOTE: Ayes: Gawron, Hood, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

B. Arena Proposal – Rad Dad's City Manager

SUMMARY OF REQUEST: City Staff has been working with a group of local business owners interested in creating a restaurant and bar to service the LC Walker Arena and also provide more daily food/beverage options to the downtown community. **Rad Dad's Taco and Tequila Bar** is proposing to lease approximately 3,500 square feet of concourse space in the arena and 500 square feet of outdoor space to provide outdoor dining space at the corner of Western Avenue and 4th Street. In addition to operating Rad Dad's Taco and Tequila Bar, the ownership group is interested in entering into a management agreement to operate the arena's numerous concession stands during event days.

The owners would like to open by June 1, 2017. Staff would like to begin implementation of the concession management contract in August, with the expectation that full implementation will take place prior to the beginning of the Lumberjacks' 2017-18 hockey season.

FINANCIAL IMPACT: Build-out costs are expected to be less than \$350,000. If build out costs are at \$350,000, the tenant's initial lease rate will be \$43,750 annually for both interior and outdoor space. In the event that costs fall below or exceed \$350,000, any amount over or under \$350,000 will be added to or subtracted from the tenant's lease rate as follows: for every dollar of variance, the tenant's annual rent will increase/decrease by 12.5 cents. Regardless of savings, rent will be no less than \$35,000 annually.

BUDGET ACTION REQUIRED: \$350,000 Capital Improvement is expected; the budget will be included as part of the 3rd Quarter Budget Reforecast.

STAFF RECOMMENDATION: To approve the request and authorize the City Manager to negotiate final lease and management terms.

Motion by Commissioner Johnson, second by Commissioner German, to approve the request and authorize the City Manager to negotiate final lease and management terms.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, and Warren

Nays: None

MOTION PASSES

C. Letter of Intent for Loan

SUMMARY OF REQUEST: To approve the request from 351 W Western LLC to have staff draft a Letter of Intent to fund a portion of the project through the city's Revolving Loan Fund and to commit to preleasing 10 residential units. Staff would draft the letter for the mayor to sign.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval to draft the Letter of Intent.

Motion by Commissioner Johnson, second by Commissioner Warren, to approve the drafting of a letter of intent.

ROLL VOTE: Ayes: Rinsema-Sybenga, Turnquist, Johnson, Gawron, Hood, Warren, and German

Nays: None

MOTION PASSES

2017-24 ANY OTHER BUSINESS:

To formalize the designation of the portion of Pine Street between Apple Avenue and Muskegon Avenue a resolution has been prepared designating same in recognition of the years of service of Bill Gill on the Muskegon County Board of Commissioners and in the community in general.

Motion by Vice Mayor Hood, second by Commissioner German, to adopt the resolution recognizing the dedicated service of Bill Gill to the Muskegon County Board of Commissioners and to the community.

ROLL VOTE: Ayes: Gawron, Hood, Warren, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public Comments were received

ADJOURNMENT: The City Commission Meeting adjourned at 7:05 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Commission Meeting Date: March 28, 2017

Date: March 21, 2017

To: Honorable Mayor and City Commission

From: Planning and Economic Development Department

Re: Muskegon YMCA Summer Recreation Program

SUMMARY OF REQUEST: The City of Muskegon (“City”) is recommending approval of the attached Agreement with the Muskegon YMCA for the management of the 2017 “Summer in the City” Recreation Program. For 6 years the program has provided “a structured environment of activities promoting health, confidence, respect, and responsibility for over 600 kids in an environment where they can feel safe and secure.”

This Agreement is consistent with the memo sent to City Commission by the Director of Community & Economic Development in December 2016 (see attached.” The anticipated total cost of the program for 2017 in the City of Muskegon is \$154,553. It is proposed that the City provide \$20,000 towards the program’s management for 2017.

FINANCIAL IMPACT: The funding will be disbursed from the 2017-2018 Community Development Block Grant/Leisure Services fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve the Muskegon YMCA Summer Recreation Program request.

Youth Recreation Grant Agreement
City of Muskegon
Muskegon YMCA

Muskegon Young Men's Christian Association
Attn: Carla Eenigenburg
PO BOX 1667
Muskegon, MI 49443

231.722.9622 x240

ceenigenburg@muskegonymca.org

The City of Muskegon has approved a grant to the Muskegon YMCA, in the amount of \$20,000 for the purpose of managing the "Muskegon YMCA Summer Recreation Program", as stated in the grant request. The following terms are agreed upon as conditions of this grant:

1. The funds will be used only by the Grantee solely for the purpose described. No change in the purpose of the grant may be made without prior written approval from the city of Muskegon. Please notify the City of Muskegon of changes in key staff, volunteer, or board composition.
2. A financial report and final evaluation of the outcome of the program will be submitted to the City of Muskegon by September 15, 2017.
3. The grant funds will be distributed directly after this Agreement is signed and returned.
4. A copy of the organization's Internal Revenue Service form 990 is available upon request, and on the organization's website.
5. Organization's CEO and Program Coordinator have attended Muskegon Chamber "Star" Program.
6. The Grantee will keep and maintain records of expenditures adequate to check readily the use of the grant. The City of Muskegon reserves the right to audit, or to engage an independent auditor and/or evaluator to audit the grant funds paid to the YMCA. A final budget for the Muskegon YMCA Summer Recreation Program, including revenues and expenditures, will be submitted with the final report.
7. Significant adjustments to the expenditures in any budget line must be pre-approved by City of Muskegon staff. Any unused funds from this grant must be returned to the City of Muskegon within 90 days of the end of the program unless otherwise approved by the City.
8. Local vendors/contractors will be utilized whenever possible by the Grantee.

Please indicate acceptance of this grant and the terms under which it is awarded on the lines below.

The terms of this contract are accepted on behalf of the YMCA and the City of Muskegon by:

Bruce Spoelman, CEO, Muskegon YMCA

Date

City of Muskegon

Date

Muskegon YMCA Summer Recreation Program

Purpose of Grant:

Where do kids go when there's nowhere to go? What do kids do when there's nothing to do? Idle hands will get busy one way or another. We provide a safe place to go where they learn to eat healthy foods, practice being active and gain the skills to be Safe Around Water. The Muskegon YMCA's access to nationally acclaimed programs and a nurturing environment enables kids to do amazing things.

There's never been a better time to build a healthy Muskegon. At the Y, we are committed to strengthening our community. Together, we can shape Muskegon's future by Building a Healthy Future, -for all our kids. We help kids every day with safe spaces and the knowledge to make healthy choices. YMCA core values of Caring, Honesty, Respect and Responsibility are woven into every policy and program.

Project Description:

In its 6th year, our signature Summer Recreation program engages kids 8-18 years in activities and classes that promote physical fitness, nutrition education, swimming safety, reading proficiency, and life skills with proven curriculum. Kids get the chance to participate in hands-on learning experiences they don't otherwise get. We will register nearly 700 kids at our YMCA Summer Recreation Program.

We employ standards developed at the national level to provide a healthy environment for our kids. These include Healthy Eating and Physical Activity (HEPA) standards and YMCA Healthy Out of School Time (HOST) program. The standards are based on years of research, collaborations with the Harvard School of Public Health, University of Massachusetts at Boston and the National Institute for Out-of-School Time. Through these collaborations, as well as the experience of Ys across the country, the Y has learned the most effective ways to create healthy environments in out-of-school time settings.

We engage kids in structured, measured activities working with the Social Justice Commission and the Muskegon Police Department to determine the impact on the kids and in the neighborhood. We will double our efforts in Water Safety instruction and structured CATCH (Coordinated Approach to Child Health) instruction. We also will partner with READ Muskegon to double our efforts in the reading program, reaching 85 children.

This program has proven to promote safety for participants as well as the community. We know from Chief Lewis at the Muskegon Police Department that our impact is felt not only inside the walls of the Rec program but in the neighborhoods from which kids come. Chief Lewis reported a 46% decrease in incidents in the community surrounding the Y Summer Recreation site.

To ensure success we will collaborate with other community-focused organizations including Muskegon Public Schools, Muskegon Police Department, Read Muskegon, Chartwells and Pathfinders.

Project Goals & Objectives- List the goals of your project as well as up to three objectives:

Provide Muskegon area kids with safe spaces and the knowledge to make healthy choices. YMCA core values of Caring, Honesty, Respect and Responsibility are woven into every policy and program. Specifically we will:

1. Provide a structured environment of activities promoting health, confidence, respect, and responsibility for over 600 kids in an environment where they can feel safe and secure.
2. Combat childhood obesity, diabetes, and other diseases related to inactivity and poor nutrition due to low socio-economic status by using evidence-based C.A.T.C.H. curriculum with 100 students and Nutrition in Action with 50 students
3. Equip 60 students with the knowledge and skills to enjoy water activities safely and provide safe supervised access to swimming for 100 students every single night.
4. Increase reading proficiency among 85 students through summer reading programs and furnish supplies for future advancement in the coming school year.

Need - What need will your project address and how was that need determined?

Kids need to feel safe to thrive. The Summer Recreation Program not only provides the physical space for that safety but equips this population with the necessary components to succeed beyond those walls.

Continued high levels of youth violence, chronic disease and rampant poverty underscore a need within our community. The YMCA works to bridge the gap by providing a safe and structured environment between school letting out in June and resuming again in August focused specifically on child health and water safety.

Children living in low-income neighborhoods are 20 percent to 60 percent more likely to be obese or overweight than children living in high socioeconomic status neighborhoods and healthier built environments.

Specifically in Muskegon, over 40% of students surveyed county wide stated they were trying to lose weight. Yet, less than 25% of those same students acknowledge getting less than five servings of fruits or vegetables in a week and just over 50% claim to be engaging in at least one hour of physical activity. Over 25% of those students share they have three or more hours of screen time each day.

Specifically for our community, there is great need for water safety in Muskegon. Drowning is the leading cause of death for children ages 1 to 4. It is the second leading cause of death for children ages 5 to 14. As an organization dedicated to creating safe spaces for all, the Y has an opportunity to make a difference. A black child is 10 times more likely to drown than a white child according to the Center for Disease Control.

Programs Components and Activities -Describe the services you will provide, how often you will provide them, and where you will provide these services.

Monday through Thursday evenings from June 19 - August 17 the YMCA will provide activities that promote Youth Development, Healthy Living and Social Responsibility at Muskegon Public High School.

This includes:

- Structured indoor and outdoor physical activity using C.A.T.C.H. curriculum
- Supervised open gym and basketball
- Safety Around Water class: two sessions of 5 lessons each session
- Nutrition in Action hands-on nutrition and cooking classes for kids
- Access to supervised open swim
- Champion Book Club reading program
- Dinner provided as a summer feeding site

Achieving your Goal - Why do you think these activities will result in achieving your state goal?

The scope and scale of YMCA of the USA gives us access to nationally acclaimed evidence-based or informed programs. These include:

CATCH (Coordinated Approach to Child Health) - Over 120 peer reviewed scientific publications support the effectiveness of CATCH in increasing physical activity and healthy eating reducing obesity in kids.

YMCA Nutrition in Action educators improve health by presenting simple, engaging, and interactive nutrition instruction. Lessons geared for students in K-12th grade.

YMCA Safety Around Water - YMCA of the USA developed the Safety Around Water curriculum based on over 100 years of swimming instruction and safety lessons. The programs have been upgraded and refined over the years and are adapted at the local level to address Muskegon-specific issues such as ice caves and Lake Michigan rip currents.

Champion's Book Club Reading Program - YMCA of the USA Achievement Gap Summer Learning Loss prevention tools help prevent summer "brain drain".

Program Timeline:

MHS Site

- Marketing/recruiting at schools: May 15-26
- Staff training and retraining on key curriculum and safety: June 12-16.
- Program - June 19 through August 17 -a total of eight weeks, the week of July 3 - 6 is taken off.. Each evening, Monday through Thursday from 6:00 – 10:00 pm, the program meets at Muskegon High School.

Lakeshore Museum Site: Thursday mornings every week of the summer Jun 15 - August 17

- Planning and marketing: April 15 - June 15
- Reporting - finalized by September 15th

Community Initiatives:

Our program goals are completely aligned with both 1 in 21 and Read Early. Read Often. We are focused on addressing the root causes of childhood obesity through physical activity and nutrition education. And we are using YMCA of the USA tools to promote summer reading.

Leadership Goals:

We provide open and equal access to supervised and healthy activities, promoting healthy interactions with staff and community role models including law enforcement personnel. Additionally, our food programs encourage attendance and minimize the distraction of hunger to learning new skills and maturing in social responsibility. Emphasis on physical activity and nutrition education goes beyond simple goals to combat obesity and helps build a healthy future for participants.

Collaboration - Describe how you are collaborating with other organizations and what role they play in the proposed project:

READ Muskegon (programming & staff), City of Muskegon (financial & police access),

Muskegon Public Schools (building access, funding), Chartwells (food), County Family Court (financial), area clergy (support and supervision), Social Justice Committee (support), Pathfinders (staffing).

Community Impact - Please share the measurable outputs and outcomes of your project.

This program provides safety, activity, and awareness for hundreds of children and young adults in our community. Students learn what foods are good to load up on, which ones to eat in moderation, and which ones to avoid completely. Similarly, in a water rescue scenario they are re-directed from impulsively going to a person in trouble to assisting the victim with a reach or throwing a floating object.

Finally, positive social behavior is reinforced through intentional staff training which includes modeling vigorous physical activity. Additionally, we employ strict controls and procedures and interactive engagement. Neighborhoods adjoining the site have experienced nearly a 50% decrease in incidence reporting over the past five years.

Evaluation- 1) How will you measure the impact of your project as described above? 2) How will evaluation results be used by your organization?

Nightly attendance

CATCH program: minutes of moderate/vigorous physical activity

Safety Around Water, Nutrition in Action: Pre and/or post surveys

Reading program: time reading, number of books finished

Incident and police logs to determine safety is being maintained.

The program is the largest of its kind in Michigan and is being observed to be replicated in other communities. Constant evaluation is necessary to improve and redevelop the program to meet the needs of the students.

Staff:

30 staff including:

CATCH instructors

Nutrition educators

Lifeguards

Water safety instructors

Open gym/basketball supervision

Registration and entry point staff

Program monitors

Reading program leaders

Summer meal plan administrator

Two off duty police officers

Clergy and others volunteers

Memorandum

To: Honorable Mayor & City Commission

Cc: Frank Peterson, City Manager

From: Cathy Brubaker-Clarke, Director of Community & Economic Development

Date: 3/23/2017

Re: Proposed Changes to Leisure Services Grant Funds- 2017

For the past several years, the City of Muskegon has provided the majority of the Leisure Services funds directly to the Boys & Girls Club or the YMCA for the Summer Parks Youth Program (approximately \$48,100, which includes \$10,000 from the Community Foundation Seyferth Park Fund), the YMCA for the Summer Evening Recreation Program at the Muskegon High School (\$20,000) and the Muskegon Public Schools for the Youth Basketball League and Open Gym Program (\$18,500). With the remaining Leisure Services funds (\$19,100), the City has provided small grants (\$3,000 maximum) to several youth recreation programs on a competitive basis. As the City is moving toward reorganization in several areas, it makes sense, from a financial and staff time perspective, to conclude the small grant program.

Staff has been in conversation with both the Boys & Girls Club and Muskegon Public Schools (MPS) to manage certain aspects of the City leisure services program. I expect to have formal management contracts to present to the City Commission early in 2017. The Boys & Girls Club is interested in managing the Summer Parks Recreation Program in the future, although the cost is more than they had originally anticipated. I have had meetings with the Boys & Girls Club Director, Dakota Crow, as well as Janelle Mair from the Community Foundation. I believe we will have a viable contract to present which will take much less oversight from City staff. In addition, I anticipate that we will have an agreement with MPS, where they may be able to manage funds for several existing programs, such as the Youth Basketball League & Open Gym, the Summer Evening Recreation Program and other programs related to the schools (e.g., Port City Youth Football/Cheerleading Club, Growing Goods, Winter Sports Program). The oversight for management agreements, particularly if they span two or more years, is much less staff intensive than management of the small grant process has been (which includes preparing applications, establishing a mailing list, reviewing applications, preparing them for the grant committee to review, notifying those who applied and following up with them to ensure they are doing what they included in their applications, preparing checks to mail, etc.) That has taken hours and hours of staff time for a significantly small amount of grant dollars.

I plan to notify the existing small grant recipients of this change in the near future. In the past, I have sent out applications in January and I want to notify them prior to that time. As we have consistently had to cut back on the amounts we grant to the youth organizations, I do not believe the loss of this program will greatly affect them. Please let me know if you have any questions.

Date: March 28, 2017

To: Honorable Mayor and City Commissioners

From: DPW

RE: Permanent Traffic Control Order-Removal of “Stop” and “Yield” signs at Harvey Street and install permanent “Stop” signs at Keating Avenue, per Traffic Control Order #31-(2017).

SUMMARY OF REQUEST:

Authorize removal of “Stop” and “Yield” signs at Harvey Street and install permanent “Stop” signs at Keating Avenue, per Traffic Control Order # 31-(2017)

FINANCIAL IMPACT:

Cost of removing signs, installing signs/posts, if approved.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize DPW staff to remove “Stop” and “Yield” signs at Harvey Street and install “Stop” signs at Keating Avenue, per Traffic Control Order #31-(2017).

COMMITTEE RECOMMENDATION:

City of Muskegon
Traffic Control Order
No. 31-(2017)

The following regulatory sign(s) shall be Installed/Removed at/from the location(s) specified below under location in accordance with the Michigan Manual of Uniform Traffic Control.

Device/Regulatory Sign(s) to be Installed/Removed: *Removal of "Stop" and "Yield" signs at Northbound and Southbound Harvey Street and installation of "Stop" signs at Keating Avenue.*

Location: *Harvey Street/Keating Avenue*

Recommendation:

 _____ Director of Public Works	Date: <u>3</u> / <u>20</u> / <u>17</u>
 _____ Police Chief	Date: <u>3</u> / <u>20</u> / <u>17</u>
 _____ City Manager	Date: <u>3</u> / <u>20</u> / <u>17</u>

Commission Approval (required for Permanent TCO only):

_____ Date: ____ / ____ / ____
Commission Action #

Installation/removal

Date assigned: ____ / ____ / ____

By: _____
Traffic Supervisor

Date completed: ____ / ____ / ____

By: _____
Traffic Department Employee

☐ **Temporary;** does not require Commission Action, good for 90-days from Installation/Removal Date.

☐ **Permanent;** requires Commission Action



Current traffic control devices:

- Yield Except when turning right on S.B. Harvey
- Stop N.B. Harvey
- No control devices on E.B. Keating

Suggested traffic control:

- Stop on E.B. Keating
- No devices on Harvey, designated thorough fare



Harvey & Keating

231-734-6081
keating.harvey@muskegoncity.com





Current traffic control devices:

- Yield Except when turning right on S.B. Harvey
- Stop N.B. Harvey
- No control devices on E.B. Keating



Suggested traffic control:

- Stop on E.B. Keating
- No devices on Harvey, designated thorough fare

Harvey & Keating

231-734-0781
keatingparking@shreveportcity.com



AGENDA ITEM NO. _____
CITY COMMISSION MEETING ____

TO: Honorable Mayor and City Commission
FROM: Department of Public Works
DATE: March 28, 2017
SUBJECT: Aggregates, Highway Maintenance Materials and Concrete

SUMMARY OF REQUEST:

Award supply of Calcium Chloride 38% (road brine) and 32% (winter salting) to Great Lakes Chloride

Award bid to supply bituminous products (Base and Top) to Asphalt Paving, Inc.

Award bid to supply Sylvax patching material to Unique Paving Materials

Award bid to supply AE-90 Asphalt Emulsions to Bit-Mat Products

Award bid for crack sealant to Sherwin Industries.

Award bid to supply H1/32FA limestone chip blend to Verplank Trucking Company

Award bid to supply road slag to Verplank Trucking Company

Award bid to supply road gravel to Verplank Trucking Company

Award bid to supply 2NS sand to Yellow Rose Transport

Award bid to supply screened top soil to Accurate Excavators

Award bid to supply Fill Sand to Accurate Excavators

Award bid to supply 7-sack mix concrete to Port City Redi-Mix

FINANCIAL IMPACT:

\$451,329.00

BUDGET ACTION REQUIRED:

None; funds appropriated in several budgets.

STAFF RECOMMENDATION:

Recommend approval of bids as outlined in Summary of Request.

To: The City Commission
 From: Mohammed Al-Shatel Director of Public Works
 Date: March 28, 2017
 Subject: 2017 Aggregates, Highway Maintenance Materials, and Concrete

Purchases will be made from recommended bidder (in bold), contingent upon product availability, timely deliveries, and prices as quoted.

85,000 gallons Calcium Chloride 38% (road brine) (\$47,600.00)

Great Lakes Chloride P.O. Box 634, Grand Haven, MI 49417 **\$0.56 per gallon, spread**

15,000 gallons Calcium Chloride 32% (winter salting) (\$7,200.00)

Great Lakes Chloride P.O. Box 634, Grand Haven, MI 49417 **\$0.48 per gallon, storage**

200 ton Bituminous Asphalt Base (\$12,700.00)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$63.50 per ton, picked up**

1,000 ton Bituminous Asphalt Top (\$64,500.00)

Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$64.50 per ton, picked up**

500 tons SylvaX Patching Materials – UPM-CP-7, or ASTM Specification C-136 #9 or Statite CP-6, or similar product (\$53,925.00)

Unique Paving Materials 3993 E. 93rd Street, Cleveland, OH 44105 **\$107.85 per ton, delivered**
Asphalt Paving, Inc. 1000 E. Sherman Boulevard, Muskegon MI 49444-0190 **\$110.00 per ton, picked up**

30,000 gallons AE-90 Asphalt Emulsions (\$57,000.00)

Bit-Mat Products 401 Tiernan Rd, Bay City, MI 48706 **\$1.90 per gallon, delivered**

50,000 pounds Crack Sealant (block form) (\$18,000.00)

Sherwin Industries, Inc 2129 West Morgan Ave., Milwaukee, WI 53221 **\$0.36 per pound, delivered**
Surface Coatings, Co. 2280 Auburn Rd, Auburn Hills, MI 48326 **\$0.42 per pound, delivered**

500 ton H1/32FA Limestone Chip Blend (\$10,125.00)

Verplank Trucking Co. PO Box 8, Ferrysburg, MI 49409 **\$20.25 per ton, delivered**
Yellow Rose Transport 3531 Busch Dr., Grandville, MI 49418 **\$21.05 per ton, delivered**

5,000 ton Road Slag 22-A Natural (\$65,000.00)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$13.00 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$13.00 per ton, delivered

500 ton Road Gravel 22-A (\$5,875.00)

Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$11.75 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$12.05 per ton, delivered

500 ton 2NS Sand (\$4,500.00)

Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$9.00 per ton, delivered
Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$9.30 per ton, delivered

500 yards Screened Top Soil (\$3,995.00)

Accurate Excavators	2821 Central Rd, Muskegon, MI 49445	\$7.99 per cubic yard, delivered
Verplank	P.O. Box 8, Ferrysburg, Muskegon, MI 49409	\$8.00 per cubic yard, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$13.00 per ton, delivered

500 ton Fill Sand (\$3,000.00)

Accurate Excavators	2821 Central Rd, Muskegon, MI 49445	\$6.00 per cubic yard, delivered
Verplank Trucking Co.	PO Box 8, Ferrysburg, MI 49409	\$6.00 per ton, delivered
Yellow Rose Transport	3531 Busch Dr., Grandville, MI 49418	\$6.75 per ton, delivered

Concrete mix as needed (\$97,909.00 using 2016 quantities)

Port City Redi-Mix	\$107.00 per cubic yard, 7 Sack Mix, delivered*
1780 Sheridan Road, Muskegon, MI 49442	

Consumers Concrete	\$106.25 per cubic yard, 7 Sack Mix, delivered
4400 E. Evanston Avenue, Muskegon MI 49442	

**The 7-sack mix is the most commonly used product. Low bid based on inclusion of other charges for "multiple drop locations" and "small load charges". It should also be noted that concrete purchases may include several miscellaneous charges, including, but not limited to, hot water, chloride, winter price, and extra unload time.*

AGENDA ITEM NO._____

CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: March 28, 2017

SUBJECT: Jay-Boards Rental/Lessons Business Contract for City of Muskegon Parks.

SUMMARY OF REQUEST:

Staff is asking permission to enter into 3-year contractual agreement with Jason Gorski of Jay-Boards, per attached proposal, at Pere Marquette Beach and Harbor Towne Beach, located within the City of Muskegon, for Stand-up Paddleboard Rentals/Lessons.

FINANCIAL IMPACT:

Contract revenue will be 10% of gross receipts, per Contract Agreement.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize DPW staff to enter into a 3-year contractual agreement with Jason Gorski of Jay Boards for 2017, 2018 and 2019.

COMMITTEE RECOMMENDATION:

Business Proposal
for
Stand Up Paddleboard Rentals and Lessons
at
Pere Marquette Beach in Muskegon, Michigan

I, Jason Gorski, would like to conduct a business of Stand Up Paddleboard hourly rentals and lessons at Pere Marquette Beach during the summer months. This business activity would start May 1st 2017 and continue thru September 11th 2019

Proposal location A

Primarily the shallow water area between the Coast Guard Pier and the South Break wall. But not just limited to this area. If needed, south of the break wall to the dog beach as well. The activity will primarily take place in the water, but the use of the beach to transport paddleboards from the parking lot to the water will be necessary.

Proposal location B

Harbor Towne Beach area, the shallow water south of the channel entrance to the sand docks.

Date: March 28, 2017
To: Honorable Mayor and City Commission
From: Water Filtration - DPW
RE: Replace High Service Pump Load Center at Water Filtration Plant

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement with Newkirk Electric, Inc. to replace the High Service Pump Load Center Switch that powers the pumps providing water to the City. Newkirk Electric has performed all recent repairs to this equipment including the recent failure repairs over the past couple of year. Newkirk will provide the necessary labor, material and equipment to perform the necessary replacement as well as proper disposal of old equipment.

Newkirk is being recommend due to their locality (city of Muskegon), familiarity with the plant and experience in high voltage.

FINANCIAL IMPACT:

\$27,188.00

BUDGET ACTION REQUIRED:

This item is budgeted in 2017.

STAFF RECOMMENDATION:

Authorize staff to hire Newkirk Electric out of Muskegon to replace the Load Center Switch for the HSP for \$27188.

COMMISSION MEETING DATE: March 20th, 2017

Date: March 28th, 2017

To: Honorable Mayor and City Commissioners

From: Jeffrey A. Lewis, Director of Public Safety

Re: Emergency Response Plan (updated)

SUMMARY OF REQUEST:

The City of Muskegon has elected to be incorporated into the Muskegon County Emergency Management Program. By becoming part of the county emergency management program, the City of Muskegon and the County of Muskegon have certain responsibilities to each other. This Support Emergency Operations Plan has been developed to identify the responsibilities between the City of Muskegon and the County of Muskegon in regards to pre-disaster emergency management activities.

FINANCIAL IMPACT:

None.

STAFF RECOMMENDATION:

To approve this resolution as presented.

SUPPORT EMERGENCY OPERATIONS PLAN GUIDE

**A GUIDE TO ASSIST MUNICIPALITIES INCORPORATED INTO THE COUNTY
EMERGENCY MANAGEMENT PROGRAM TO DEVELOP A SUPPORT EMERGENCY
OPERATIONS PLAN.**

TABLE OF CONTENTS

Introduction to the Guide	1
Purpose	1
Scope	1
Maintenance	1
Developing the Plan	1
Plan requirements	1
Plan format	2
Planning process	3-4
Emergency Management Resolution	4
 Attachments:	
Attachment A: Sample Emergency Management Resolution	5
Attachment B: Sample Support Emergency Operations Plan.....	12

INTRODUCTION TO THE GUIDE

I. Purpose

This document is designed to serve as a guide for municipalities with a population of 10,000 residents or above that have elected to incorporate into the County Emergency Management Program and need to develop a Support Emergency Operations Plan (EOP) following the Administrative Rules for Section 19, 1976 PA 390, as amended. In accordance with these rules, the Support EOP shall be consistent with the County Emergency Operations Plan and will become part of the county plan.

The preparation of a Support EOP will increase emergency preparedness through the definition of the responsibilities of local departments and agencies. The plan assigns tasks that need to be accomplished when an incident occurs, and describes how local and county emergency management efforts are related. Maintaining a current Support EOP also establishes eligibility to receive Section 19 funding in accordance with Section 19 of 1976 PA 390, as amended. If federal assistance does not become available after the Governor has declared a State of Disaster or Emergency, affected counties and municipalities can be eligible to receive state assistance up to \$100,000 or 10% of their operating budget, whichever is less, to cover certain disaster related expenses. To be eligible for Section 19 funding, municipalities with a population of 10,000 and above that do not maintain an independent emergency management program must develop and submit a Support EOP to the county, and implement that plan in a timely manner at the beginning of the incident.

II. Scope

This document provides basic guidance and a template for the development of a Support EOP. The template (Attachment B) contains general information that can be adapted to any municipality. The annexes specify how the municipality will carry out common emergency support functions.

Also included with this document is a sample Emergency Management Resolution (Attachment B) that appoints the County Emergency Management Coordinator as the Emergency Management Coordinator of the municipality, and outlines how emergency management efforts on the local level are organized in relation to the County Emergency Management Program.

If either template is used, it should be reviewed and adjusted to the specific needs of each municipality. Municipalities that do not utilize the templates can develop individual plans or resolutions. Other available guiding materials for the development of EOPs include MSP/EMSHD Pub 201 (Local Planning Workbook) and FEMA Comprehensive Preparedness Guide 101.

III. Maintenance

Pub 204 has been developed by MSP/EMHSD and is maintained to ensure compliance with current national planning standards and relevant state laws pertaining to emergency planning. This document was last updated in August 2015 and supersedes the October 2011 version. It will be updated every four years.

DEVELOPING THE PLAN

All stakeholders that are involved in the community response to emergencies and disasters should be involved in the development of the Support EOP. The County Emergency Management Program should work with the municipality to ensure that the plan is compatible with the County Emergency Operations Plan. A standardized planning approach can be used for the development of the Support EOP.

I. Plan requirements

The Administrative Rules for Section 19 of 1976 PA 390, as amended, establish four requirements for the development of Support EOPs. In accordance with these requirements, Support EOPs shall:

1. Describe the relationship between the County Emergency Management Program and the municipality:

The plan should state that the municipality has chosen to incorporate into the county program, coordinates emergency management related matters with the county program, and has assigned the County Emergency Management Coordinator as the responsible Emergency Management Coordinator for the municipality.

2. Identify the municipality's response procedures in relation to the county response procedures:

The plan should establish annexes that describe common tasks that need to be accomplished when responding to an emergency or disaster, and assign responsibility for these tasks to municipal departments and other local agencies. The annexes should identify the responsible agencies on the local level that coordinate and share information with at the county level, and clarify joint responsibilities. Annexes in the Support EOP should also identify which annex or annexes they relate to in the County EOP.

3. Be maintained in accordance with the standards and currentness of the county plan, be consistent with the county plan:

The efforts described in local and county plans should be consistent and complement each other. To maintain the Support EOP in currentness with the County EOP, updates to the local plan are necessary whenever the county plan is updated. When the County EOP is updated, the Support EOP should be revised to ensure that it is still compatible with the county plan.

4. Contain the signature of the Chief Executive Official (CEO) of the municipality, be forwarded to the county:

After a new Support EOP has been developed or an existing plan has been updated, the signature of the CEO (Mayor, Township Supervisor) needs to be obtained. If a change of the CEO occurs, the plan needs to be reviewed and the signature of the new official obtained. After the plan is signed, a copy must be forwarded to the County Emergency Management Program, where it should be filed with the County EOP.

II. Plan format

The plan should consist of a Basic Plan section and functional annexes.

The Basic Plan defines the purpose of the plan, provides a community profile, identifies hazards and community vulnerabilities, and describes the relationship between municipality and the County Emergency Management Program.

The annexes identify specific emergency management and response tasks that need to be accomplished before, during and after an incident, and assign responsibility for carrying out these tasks to local agencies. Annexes should be organized by emergency response functions or tasked agencies and can be written in narrative or bulleted style. While municipalities are not required to mirror the format used in the county plan, this can be beneficial. The template included with this document uses a bulleted "Emergency Action Guidelines" format for its annexes.

III. Planning process

The following seven step planning process also utilized in County EOP development should be used to develop a Support EOP. For additional information on the process steps, please refer to MSP/EMSHD Pub 201 (Local Planning Workbook).

1. Form a collaborative planning team:

The planning team is the group of individuals responsible for designing, developing, and implementing the Support EOP. It should include representatives from all agencies that are committed to participate in emergency response activities within the municipality. Other stakeholders that should be engaged in

the planning process include representation from the municipality's executive office, the County Emergency Management Program, agencies that can provide insight into necessary accommodations for groups or individuals requiring Functional Needs Support Services (FNSS), schools, etc.

2. Identify hazards and assess risks:

The hazard analysis is the foundation upon which the municipality's emergency planning efforts should be built. It identifies conditions or situations that have the potential to cause harm to people or property in the community. The hazard analysis process involves four steps.

Step 1: A profile of the community is developed (demographic and economic make-up, geography and land-use, key facilities, etc.).

Step 2: The development of a community profile is followed by the hazard identification, which should start with a review of the County Hazard Analysis or Hazard Mitigation Plan. Local resources should then be used to identify further hazards that are unique to the community and might not have been included in county documents.

Step 3: The assessment of risks explores how likely it is that a risk will manifest itself in an incident, how often this might occur, where it might occur, and what the severity of impact would be. Hazards should be ranked based on the expected frequency of occurrence and severity of impact.

Step 4: The vulnerability determination examines how susceptible citizens, property, infrastructure and critical systems are to the identified hazards.

3. Determine Goals and Objectives:

Developing clear goals and objectives will help the municipality to identify problems, issues and opportunities. Establishing goals outlines the vision of what the community wants to achieve. Goals can be pursued in the long-term, but need to be achievable. Objectives are specific and measurable strategies to achieve these goals. Often, multiple objectives will need to be established to support one goal.

4. Plan Development:

This step describes the conceptualization of the plan, which includes the generation and comparison of alternate strategies to achieve the established goals and objectives. This involves two tasks: Developing and analyzing courses of actions to be conducted during an incident, and identifying the resources that determine the capability of the municipality to take these actions. Developing actions allows planners to depict how an operation unfolds by building and working through a portrait of a potential event, including key decision points and participant activities. This helps to identify actions that occur and resources that will be required throughout the progression of an event.

After identifying potential strategies to achieve established goals, an important sub-step in the conceptualization of the plan is the evaluation of actions to ensure that the actions that are selected to be included in the plan are feasible. It is critical to determine if required resources are available or easily obtainable during an incident, and if actions are compliant with laws and regulations, such as local ordinances and resolutions, legal authorities, law enforcement standards, and Governor's orders and directives.

5. Plan Preparation, Review and Approval:

When writing the plan, a simple format should be used. The finished plan must be compatible with the County EOP. This can be achieved by including references to the county plan, utilizing a similar format, or organizing annexes after similar emergency response functions. Feedback should be solicited from all stakeholders that are tasked within the plan, the County Emergency Management Program, and local elected officials. After the review process, necessary adjustments should be implemented. The municipality should adopt the plan by resolution, obtain the signature of the CEO, and forward a signed copy of the plan to the County Emergency Management Program.

6. Plan implementation and update:

The last step is to implement, maintain and update the plan. Plan updates are required after change of the CEO or when the County EOP has been updated. Plan reviews should also be considered after plan activations (during incidents or exercises), changes in operational resources, and changes in the community and/or hazard profile of the municipality. Lessons learned from actual events and exercises are essential to the evaluation of a plan's effectiveness, and help to determine if the plan is:

- Adequate: The concept of operations identifies and addresses critical tasks effectively.
- Feasible: Critical tasks can be accomplished timely and with available resources.
- Acceptable: The needs and demand driven by an event are met, actions meet the expectation of local officials and the public, and are consistent with law.
- Complete: The plan includes all necessary tasks, steps and required capabilities to reach an identified desired end state.
- Compliant: The plan complies with guidance and doctrine to the highest extent possible.

FEMA Comprehensive Preparedness Guide 101 established adequacy, feasibility, acceptability, completeness and compliance as criteria that allow planners and decision makers to determine the efficiency and effectiveness of their plans.

EMERGENCY MANAGEMENT RESOLUTION

In addition to the development of a Support EOP, it is recommended that municipalities adopt a local Emergency Management Resolution. The Emergency Management Resolution should appoint the County Emergency Management Coordinator as the Emergency Management Coordinator responsible for the municipality, describe the local emergency management organization and its relationship to the County Emergency Management Program, and provide a means for the local legislative body to exercise the authority vested in them by 1976 PA 390, as amended. Attachment A provides a sample Emergency Management Resolution.

ATTACHMENT A: SAMPLE EMERGENCY MANAGEMENT RESOLUTION

The following pages provide a sample Emergency Management Resolution. If used as a template, the sample resolution should be reviewed by municipality and county, and adjusted to meet local needs. Before adoption, the resolution should be reviewed by the municipality's legal counsel.

CITY OF MUSKEGON

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Muskegon County Emergency Operations Plan/Emergency Action Guidelines, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

Date

February 7, 2017

The information contained in this template, developed by the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD), should be used to assist in developing a Support Emergency Operations Plan which must then be reviewed by the Local Planning Team (LPT) and modified based on the community's emergency response capabilities.

TABLE OF CONTENTS

Promulgation Document.....	i
Approval and Implementation.....	ii
Record of Revisions	iii
Record of Distribution	iv

Basic Plan:

Purpose	1
Scope	1
Authorities and References	1
Plan Development and Maintenance	1-2
Situation Overview.....	2
Planning Assumptions.....	3
Concept of Operations	3-4
Organization and Assignment of Responsibilities	5-6

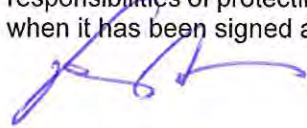
Annexes:

Overview.....	12
Annex A, Direction, Control, and Coordination	13-15
Annex B, Communications and Warning	16-17
Annex C, Damage Assessment	18-19
Annex D, Fire Services.....	20-21
Annex E, Mass Care, Emergency Assistance, Housing, and Human Services.....	22-23
Annex F, Public Health and Medical Services	24-25
Annex G, Public Information.....	26-27
Annex H, Public Safety.....	28-29
Annex I, Public Works	30-31

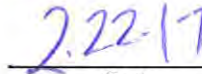
Promulgation Document

Officials of City of Muskegon, in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.



Chief Executive Official
City of Muskegon



Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the City of Muskegon will handle emergency situations in cooperation with the Muskegon County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. The City of Muskegon will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the Muskegon County Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to "work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity." This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official	Steven Gawron	City of Muskegon		
Mayor	Steven Gawron	Muskegon City Commission		
Muskegon County Emergency Management Coordinator	Michael Poulin	Muskegon County Sheriff's Office		
City of Muskegon Emergency Management Liaison	Jeffrey Lewis	City of Muskegon		
Communications and Warning Official	Shawn Grabinski	Muskegon County Central Dispatch		
Damage Assessment Official	Mohammed Al-Shatel	City of Muskegon DPW		
Fire Services Official	Jeffrey Lewis	Muskegon Public Safety		
Mass Care, Emergency Assistance, Housing, and Human Services Official	Mohammed Al-Shatel	City of Muskegon Planning		
Public Health and Medical Services Official	Tom Schmeidekneight	Pro-Med		
Public Information Official	Frank Peterson	City of Muskegon		
Muskegon Public Information Center				
Muskegon Emergency Operations Center				

Basic plan

Purpose

The City of Muskegon has elected to incorporate into the Muskegon County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, the City of Muskegon and the Muskegon County Emergency Management Program share joint responsibilities. The City of Muskegon Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The City of Muskegon Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, the City of Muskegon continues to implement the National Incident Management System (NIMS).

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended, local Emergency Management resolution,
2. City of Muskegon adoption of the Support EOP,
3. Executive Directive No. 2005-09, the state adoption of the NIMS,
4. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
5. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
6. Good Samaritan Law and Know Act of 1986.

B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD),
4. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Muskegon County EOP, this document was developed in a cooperative, whole community effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or update to the County EOP. After the plan is adopted by

resolution of the Muskegon City Commission and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Muskegon County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. The City of Muskegon has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

1. The mitigation of potential hazards.
2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
4. Integration with the Muskegon County EOP, Muskegon County hazard mitigation plan, MEMP, etc.

- C. Community profile:

The City of Muskegon is located in the south west portion of Muskegon County. The community has a population of 38,401 residents. Approximately 22.9 percent of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call. The City's major industries are medical services and automotive manufacturing employing approximately 5,000 people. Due to these industries, the City is concerned with potential displaced citizens, closed streets and bridges dividing the community and presenting general public health/safety concerns.

- D. Hazard and threat analysis:

According to the Muskegon County Hazard Mitigation Plan, communities in the county are most vulnerable to: severe weather events including high winds, snow/ice/sleet storms; hazardous chemical incidents at both fixed sites and during transportation on rail and highways. Areas within the City of Muskegon that are especially vulnerable to these hazards are: residential areas on the western end of Muskegon near Lake Michigan and the Industrial park located on the eastern most portion of Muskegon. Additional hazards that have been identified as unique to the City of Muskegon can be found in Muskegon County's Hazard Mitigation Plan/Analysis.

Nineteen (19) sites that contain extremely hazardous materials are located in the City of Muskegon. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, the City of Muskegon has chosen to incorporate into the Muskegon County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the City of Muskegon has appointed the Public Safety Director to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between the City of Muskegon and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the City of Muskegon.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within the City of Muskegon that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates the this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the municipal CEO may declare a local state of emergency for the City of Muskegon if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the CEO pursuant to local legislation, the Mayor is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the municipal CEO to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:

1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.
2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at Muskegon City Hall, 933 Terrace Street. If this location is unavailable, the alternate EOC location is Muskegon Central Fire Station, 770 Terrace Street.
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified via telephone or text messaging to report to the EOC by the Emergency Management Liaison.
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The City of Muskegon emergency management organization is comprised of seven (7) agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control , and Coordination	Muskegon City Manager	Frank Peterson	Office -724-6724 Cell – 788-3147
Communications and Warning	Muskegon County Central Dispatch	Shawn Grabinski	Office - 722-3524 Cell – 955-0912
Damage Assessment	Muskegon Department of Public Works	Mohammed Al-Shatel	Office – 724-6994 Cell – 638-0141
Fire Services	Muskegon Fire Department	Jeffrey Lewis	Office – 724-6955 Cell – 215-1607
Mass Care, Emergency Assistance, Housing, and Human Services	Muskegon Planning Department	Mohammed Al-Shatel	Office – 724-6994 Cell – 638-0141
Public Health and Medical Services	Professional Med Team (Pro Med)	Tom Schmeidekeneight	Office – 720-1410 Cell – 740-7981
Public Information	Muskegon City Manager	Frank Peterson	Office – 724-6724 Cell – 788-3147

Public Safety	Muskegon Police Department	Jeffrey Lewis	Office – 724-6955 Cell – 215-1607
Public Works	Muskegon Department of Public Works	Mohammed Al-Shatel	Office – 724-6994 Cell – 638-0141

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate
Muskegon City Manager	Mohammed Al-Shatel	Jeffrey Lewis
Muskegon County Central Dispatch	Nick Martin	
Muskegon Department of Public Works	Dave Baker	Doug Sayles
Fire Department	Gordy Cole	Brad Vanderberg
Planning Department	Mohammed Al-Shatel	
Police Department	Leah Fenwick	Shawn Bride
Pro-Med	Rich Duell	

4. The City of Muskegon maintains four (4) fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.

- c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

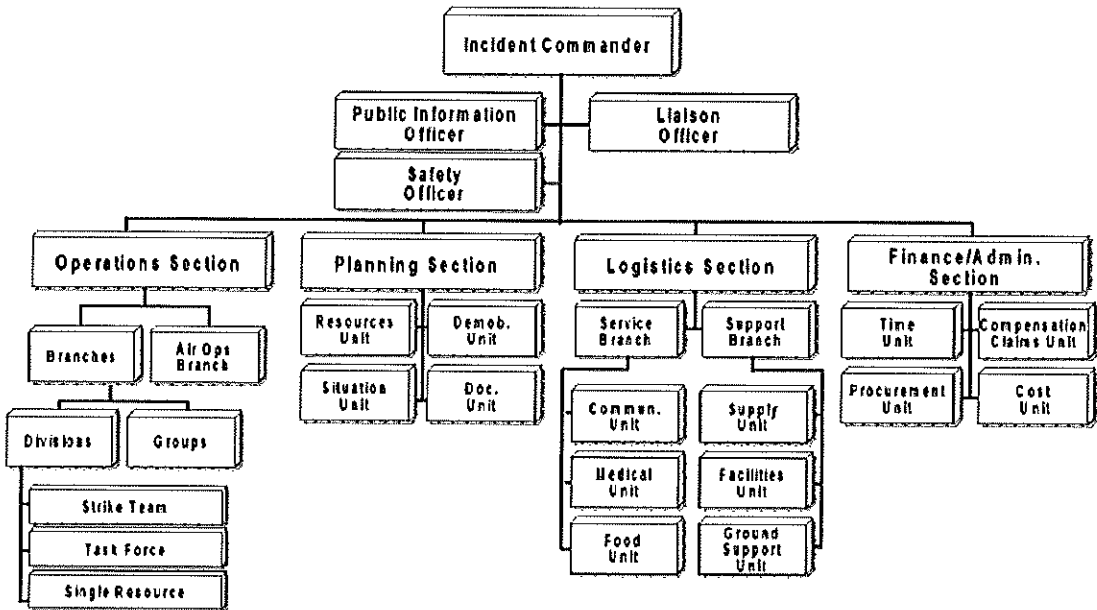
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX A – Direction & Control.

Responsible Agency: Executive Office

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon City Manager's Office	Frank Peterson

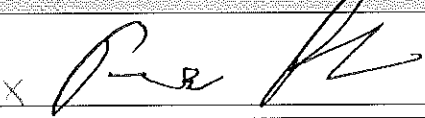
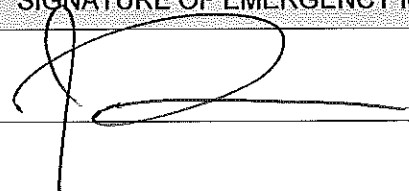
The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor	City of Muskegon
City Manager	City of Muskegon
Director of Public Safety	Muskegon Department of Public Safety

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Safety	Muskegon Department of Public Safety
City Manager	City of Muskegon
Director – Department of Public Works	Muskegon Department of Public Works

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE
	2/15/17
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE
	2/15/17

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: Annex C – Communications

Responsible Agency: Muskegon County Central Dispatch

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes radios, telephone and cellular phones.
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include radios, telephone, and cellular phones.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include door to door, First Call (Central Dispatch), Nixle (MPD), and news media notifications.
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon County Central Dispatch	Shawn Grabinski

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Shawn Grabinski	Muskegon County Central Dispatch
Nick Martin	Muskegon County Central Dispatch

Muskegon County Central Dispatch is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE
<i>Shawn M Grabinski</i>	<i>2-13-2017</i>

ANNEX C

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX E - Damage Assessment.

Responsible Agency: Muskegon Department of Public Works (DPW)

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Department of Public Works	Mohammed Al-Shatel

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mohammed Al-Shatel	Muskegon Department of Public Works
Dave Baker	Muskegon Department of Public Works
Doug Sayles	Muskegon Department of Public Works

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE
	2-20-17

ANNEX D

FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX G - Fire Services

Responsible Agency: Muskegon Fire Department

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

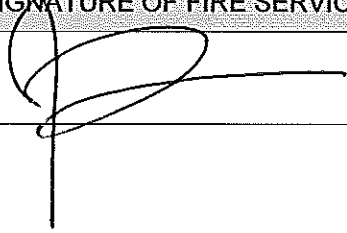
The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon Public Safety Department	Jeff Lewis

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Jeff Lewis	Muskegon Public Safety Department
Gordy Cole	Muskegon Fire Department
Brad Vanderberg	Muskegon Fire Department

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE
	2/15/17

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX K - Human Services.

Responsible Agency: Planning Department

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: Muskegon Community College , 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131 Baker College , 1903 Marquette Ave., Muskegon, MI 49442, (231) 777-5200 Muskegon Area Career Tech Center , 200 Harvey St., Muskegon, MI 49442, (231) 767-3600 Muskegon High School , 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800 Muskegon Heights High School , 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon Planning Department	Mohammed Al-Shatel

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mohammed Al-Shatel	City of Muskegon

The Muskegon Planning Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE
	2/20/17

ANNEX F

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX J – Public Health

Responsible Agency: Professional Med Team (Pro-Med)

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

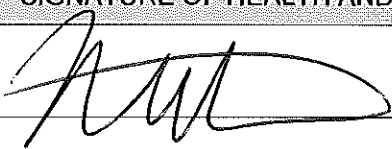
The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Professional Med Team (Pro-Med)	Tom Schmiedeknecht (President)

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Tom Schmiedeknecht (President)	Pro-Med
Rich Duell (Ops Manager)	Pro-Med

Pro-Med is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE
	2/13/17

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX D – Public Information

Responsible Agency: City Manager's Office

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by the City Manager, Mayor, and the Muskegon County Emergency Manager if activated.
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at Muskegon City Hall, 933 Terrace Street.
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City Manager's Office	Frank Peterson

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Frank Peterson	City Manager's Office
Jeff Lewis	Muskegon Public Safety Department
Steve Gawron	Mayor – Muskegon City Commission

The City Manager's Office is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE
	2/15/17

ANNEX H

PUBLIC SAFETY

The Public Safety function is concerned to ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX F - Law Enforcement.

Responsible Agency: Muskegon Police Department

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY

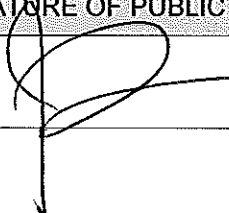
The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon Department of Public Safety	Jeff Lewis

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Jeff Lewis	Muskegon Department of Public Safety
Leah Fenwick	Muskegon Police Department
Shawn Bride	Muskegon Police Department

The Muskegon Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE
	2/15/17

ANNEX I

PUBLIC WORKS

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX H – Public Works.

Responsible Agency: Department of Public Works (DPW)

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

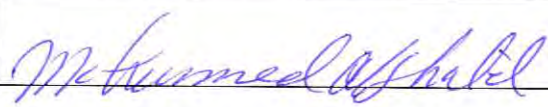
The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Muskegon DPW	Mohammed Al-Shatel

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mohammed Al-Shatel	Muskegon DPW
Dave Baker	Muskegon DPW
Doug Sayles	Muskegon DPW

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE
	2/20/17

City of Muskegon Emergency Management Resolution

A resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within the City of Muskegon by being part of the Muskegon County emergency management program; to appoint the county emergency management coordinator as the City of Muskegon emergency management coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the city council of Muskegon may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended.

Article 1 - Short Title

Section 101. This resolution shall be known as the "Emergency Management Resolution".

Article 2 - Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

- (a) "Act" means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended. (b) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.
- (c) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the Muskegon County Emergency Operations Plan as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.
- (d) "District Coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.
- (e) "Emergency management coordinator" means the person appointed to coordinate all matters pertaining to emergency management within the municipality. The emergency management coordinator for the City of Muskegon is the Muskegon County emergency management coordinator.
- (f) "Emergency management program" means a program established to coordinate mitigation, preparedness, response and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements established by the Department of State Police, Emergency Management Division. The City of Muskegon has elected to be part of the Muskegon County emergency management program.
- (g) "Emergency operations plan" means the plan developed and maintained by county and political subdivisions included in the emergency management program area for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.
- (h) "Governor's state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (i) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

- (j) "Local state of emergency" means a declaration by the Mayor¹ pursuant to the act and this resolution which implements the response and recovery aspects of the Muskegon County Emergency Operations Plan and authorizes certain actions as described in this resolution.
- (k) "Vital records" means those records that contain information needed to continue the effective functioning of a government entity City of Muskegon and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Coordinator; Appointment

Section 301. By the authority of this resolution the Mayor hereby appoints the Muskegon County Emergency Management Coordinator as the emergency management coordinator for the City of Muskegon.² In addition to acting for, and at the direction of, the Chairperson of the Muskegon County Board of Commissioners, the Emergency Management Coordinator will also act for, and at the direction of, the Mayor.³

Section 302. A line of succession for the Muskegon County Emergency Management Coordinator has been established and is listed in the City of Muskegon Emergency Operations Plan.

Article 4 - Emergency Management Coordinator; Duties

Section 401. The Emergency Management Coordinator shall comply with standards and requirements established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following⁴:

- (a) Direct and coordinate the development of the Muskegon County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (b) Direct and coordinate the development of the Muskegon County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (c) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.
- (d) Identify departments and agencies to be included in the Emergency Operations Plan as disaster relief force.
- (e) Develop and maintain a county Resource Manual.
- (f) Coordinate the recruitment, appointment, and utilization of volunteer personnel.

¹ According to Act 390, as amended, sec. 10 (1) (b) any county or municipality that has an appointed emergency management coordinator can declare a local state of emergency. This power is given to the "chief executive official" (see definitions in the act) or the official designated by charter.

² Act 390, as amended, sec. 9 (2-3) states that the coordinator shall be appointed by the "chief executive official" (see definitions in the act) in a manner provided in the municipal charter.

³ Act 390, as amended, sec. 9 (1-3) states that the appointed county coordinator shall act for and at the direction of the chairperson or county executive. It also says that a coordinator appointed by a municipality shall act for and at the direction of the "chief elected official" (see definitions in the act) or the official designated by the municipal charter.

⁴ Act 390, as amended, sec. 7a (4) gives the Emergency Management Division the authority to promulgate several standards and requirements.

- (g) Assure the emergency management program meets eligibility requirements for state and federal aid.
- (h) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Operations Plan.
- (h) Through public information programs, educate the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (i) Assist in the development of mutual aid agreements.
- (j) Assist the City of Muskegon municipal liaison with the development of municipal standard operating procedures which are consistent with the county Emergency Operations Plan.
- (k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operations Plan.
- (l) Coordinate county emergency management activities with those municipalities included in the county emergency management program, other municipalities, the state, and adjacent counties.
- (m) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.
- (n) Identify mitigation opportunities within the county and encourage departments/agencies to implement mitigation measures.

Article 5 - Emergency Management Liaison; Duties

Section 501. By the authority of this resolution the Mayor has appointed a liaison for the purpose of assisting the county Emergency Management Coordinator in coordinating the emergency management activities within the municipality. The duties of the liaison are as follows:

- (a) Coordinate municipal emergency management activities with those of the county jurisdictions.
- (b) Assist the county Emergency Management Coordinator with the development of the county Emergency Operations Plan and the incorporation of municipal resources into the plan.
- (c) Identify municipal departments and agencies to be included in the Emergency Operations Plan as part of the disaster relief force.
- (d) Identify municipal resources and forward information to the county Emergency Management Coordinator for inclusion in the county Resource Manual.
- (e) Coordinate the recruitment, appointment, and utilization of volunteer resources.
- (f) Assist the county Emergency Management Coordinator with administering training programs.
- (g) Coordinate municipal participation in exercises conducted by the county.
- (h) Assist in the development of mutual aid agreements.
- (i) Assist in educating the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (j) Encourage departments/agencies within the municipality to identify and implement procedures to mitigate the effects of potential disasters.
- (k) Assist in the assessment of the nature and scope of the emergency or disaster and collect damage assessment information and forward to the county.
- (l) Coordinate the vital records protection program.
- (m) Develop municipal standard operating procedures for disaster response which are consistent with the county Emergency Operations Plan.

Section 502. The Mayor shall appoint a minimum of two persons as successors to the position of the municipal liaison. The line of succession shall be supplied to the county Emergency Management Coordinator.

Article 6 - Mayor Powers; Duties

Section 601. On an annual basis, the Mayor shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the City Council.⁴

Section 602. The Mayor shall, review the effectiveness of the Muskegon County Emergency Operations Plan as the plan relates to the municipality once every two years. With the assistance of the municipal liaison, he/she shall make recommendations to the county Emergency Management Coordinator of any changes which may be needed. After this review and incorporation of necessary changes, the Mayor shall certify the plan to be current and adequate for the City of Muskegon the ensuing two years.⁵

Section 603. When circumstances within the City of Muskegon indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property from natural or human-made cause exists the Mayor may declare a local state of emergency.¹ Such a declaration shall be promptly filed with the Muskegon County Emergency Management Office, who shall forward it to the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the Muskegon City Commission.⁶

Section 604. If the Mayor invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the Muskegon City Commission for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report

⁵ Rule 4 (c) (d-q) of the administrative rules promulgated for Act 390, sec. 19 states that the plan shall be considered official upon bearing the signature of the chief executive official of the municipality. The plan must be current and adequate (see rule) within two years.

⁶ Act 390, as amended, sec. 10 (1) (b) provides for the 7 day limit and disposition of the declaration.

to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the Muskegon City Commission unless specifically provided herein.

Section 605. The Mayor may do one or more of the following under a local state of emergency:

- (a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
- (b) Issue directives as to travel restrictions on local roads within the municipality.
- (c) Relieve City of Muskegon employees of normal duties and temporarily reassign them to other duties.
- (d) Activate mutual aid agreements.
- (e) Direct the municipal disaster relief effort in accordance with the county Emergency Operations Plan and municipal standard operating procedures.
- (f) Notify the public and recommend in-place or evacuation or other protective measures.
- (g) Request a state of disaster or emergency declaration from the Governor as described in Article 7.
- (h) When obtaining normal approvals would result in further injury or damage, the Mayor may, until the City Commission convenes, waive procedures and formalities otherwise required pertaining to the following:
 - (1) For a period of up to 7 days, send the disaster relief force and resources to the aid of other communities as provided by mutual aid agreements.
 - (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 9. The City of Muskegon does not have a specific disaster contingency fund established.
 - (3) For a period of up to 7 days, make contracts, obtain and distribute equipment, materials, and supplies for disaster purposed.
 - (4) Employ temporary workers.
 - (5) Purchase and distribute supplies, materials, and equipment.
 - (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor's declaration that a state of disaster or state of emergency is terminated, shall no longer be in effect.⁷

Section 606. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the City of Muskegon within or without the physical limits of the City as ordered by the Governor or the Director of the Department of State Police in accordance with the act.⁸

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Mayor determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the Muskegon County Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator,

⁷ Act 390, as amended, sec.12 (2) provides this authority.

⁸ Act 390, as amended, sec. 10 (1) (h) provides this authority.

shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.⁹

Article 8- Volunteers; Appointment; Reimbursement

Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.¹⁰

Article 9 - Disaster Contingency Fund

Section 901. A disaster contingency fund has not been created in the budget.

Article 10 - Rights of Disaster Relief Force

Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are employees of the municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.
- (b) If they are not employees of the municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.¹⁰

Article 12 - Temporary Seat of Government

Section 1201. The Muskegon City Commission shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be use.

Article 13 - Liability

Section 1301. As provided for in the act and this resolution, the municipality, or the agents or representatives of the municipality, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act of omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise be entitled to under the worker's compensation law, any pension law, or act of congress will not be effected as a result of said activity.¹¹

Section 1302. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the municipality the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not

⁹ Act 390, as amended, sec.12 states that the "chief executive official" (see definitions in act) of a county or any municipality may make this request. However, he/she must do this utilizing the procedures set forth in sec. 14 of the act which states that the appointed emergency management coordinator and the district coordinator must jointly assess the situation and make recommendations.

¹⁰ Act 390, as amended, sec. 11 (1) (a-c) discusses disaster relief force rights and duties.

¹¹ Act 390, as amended, sec. 11 (2-8) discusses liability.

be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.¹¹

Article 14 - Sovereignty

Section 1401. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid.

Article 15 - Repeals

Section 1501. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Article 16 - Annual Review

Section 1601. This resolution shall be reviewed annually by the Muskegon City Commission and changes shall be made if necessary.

Article 17 - Effective Date

Section 1701. This resolution shall have immediate effect.

(The community may choose to adopt either an ordinance or resolution, whichever is the most appropriate procedure within the community, and promulgate it according to normal procedures.)

Commission Meeting Date: March 28, 2017

Date: March 23, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance – R-1, Single Family Districts

SUMMARY OF REQUEST:

Staff-initiated request to amend Article IV (R-1, Single Family Residential Districts) to rename it R-1, Single Family Low Density Residential Districts.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the ordinance amendment, with two members absent.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

Hearing, Case 2017-03: Staff initiated request to amend Article IV (R-1, Single Family Residential Districts) to rename it R-1, Single Family Low Density Residential Districts.

Hearing, Case 2017-04: Staff initiated request to amend Article IV (R-1, Single Family Residential Districts) to create two new categories for single family districts. These will include R-2, Single Family Medium Density Residential Districts and R-3, Single Family High Density Residential Districts.

Hearing, Case 2017-05: Staff initiated request to amend Article IV (R-1, Single Family Residential Districts) to amend the preamble to reflect the changes made by adding the new residential districts; to amend Sections 400 (Principal Uses Permitted) and Section 401 (Special Land Uses Permitted) to create the allowed and special uses permitted in the new residential districts; and to amend Section 404 (Area and Bulk Requirements) to create the development standards for the new residential districts.

SUMMARY

1. Staff held two public workshops regarding the small lot zoning and the downtown multi-family zoning proposals. The small lot zoning proposal was very well received; however, there are still some concerns over the multi-family zoning, so staff is working on some revisions and plans to request the amendments at the April 13 Planning Commission meeting.
2. The reason for these three amendments is to allow each specific residential block to be developed in the same manner in which it was created. Many homes in the downtown area are built on 33' wide lots, but the ordinance currently requires lots be 50' wide to be buildable. This limits development and creates a lot of non-conforming lots. Many lots in the Nims and Beachwood-Bluffton neighborhoods are just over 40' wide, but development is again limited because of non-conformities.
3. The first request is to rename R-1, Single-Family Residential Districts to R-1, Single Family Low Density Residential Districts. This will just change the name of the zoning district and will not change any of the regulations on parcels with this designation.
4. The second request is to create two new zoning districts to go in Article IV along with R-1 districts. These will be R-2, Single Family Medium Density Residential Districts and R-3, Single Family High Density Residential Districts. The uses for all three districts will be the same. The only thing that will be different is the area and bulk requirements.
5. The third request is to modify the wording in Article IV to reflect the new zoning regulations. This will include changes to Sections 400, 401 and 404.
6. None of these requests will result in a rezoning for any property. Staff will request the rezoning of certain properties to R-2, R-3 and Urban Residential in April. All of these property owners will be properly notified before the meeting.

7. Please see the enclosed workshop handouts related to the residential amendments.

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**:

ARTICLE IV – R-1, SINGLE FAMILY **LOW DENSITY** RESIDENTIAL DISTRICTS

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article IV of the zoning ordinance to rename R-1, Single Family Residential District to R-1, Single Family Low Density Residential District.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**. Numbers will be reordered accordingly:

ARTICLE IV – R-1, SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICTS

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of March, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

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 March 28, 2017, the City Commission of the City of Muskegon adopted an ordinance to amend Article IV of the zoning ordinance to rename R-1, Single Family Residential Districts to R-1, Single Family Low Density Residential Districts. Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2017.

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

Commission Meeting Date: March 28, 2017

Date: March 23, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance – R-2 and R-3 Districts

SUMMARY OF REQUEST:

Staff initiated request to amend Article IV (R-1, Single Family Residential Districts) to create two new categories for single family districts. These will include R-2, Single Family Medium Density Residential Districts and R-3, Single Family High Density Residential Districts.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the ordinance amendment, with two members absent.

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**:

ARTICLE IV – SINGLE FAMILY RESIDENTIAL DISTRICTS

R-1, SINGLE FAMILY **LOW DENSITY** RESIDENTIAL DISTRICTS

R-2, SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICTS

R-3, SINGLE FAMILY HIGH DENSITY RESIDENTIAL DISTRICTS

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article IV of the zoning ordinance to include R-2, Single Family Medium Density Residential District and R-3 Single Family High Density Residential District.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**. Numbers will be reordered accordingly:

ARTICLE IV – SINGLE FAMILY RESIDENTIAL DISTRICTS

R-1, SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICTS
R-2, SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICTS
R-3, SINGLE FAMILY HIGH DENSITY RESIDENTIAL DISTRICTS

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of March, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

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 March 28, 2017, the City Commission of the City of Muskegon adopted an ordinance to amend Article IV of the zoning ordinance to create two new categories for single family districts. These will include R-2, Single Family Medium Density Residential Districts and R-3, Single Family High Density Residential Districts. Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2017.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Commission Meeting Date: March 28, 2017

Date: March 23, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance – Preamble & Sections
400 & 404

SUMMARY OF REQUEST:

Staff initiated request to amend Article IV (R-1, Single Family Residential Districts) to amend the preamble to reflect the changes made by adding the new residential districts; to amend Sections 400 (Principal Uses Permitted) to create the allowed and special uses permitted in the new residential districts; and to amend Section 404 (Area and Bulk Requirements) to create the development standards for the new residential districts.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the ordinance amendment, with two members absent.

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**:

PREAMBLE

These districts are designed to ~~be compromised of low density single family residential development~~ **allow for low, medium and high density single-family residential development in the proper blocks.** The regulations are intended to stabilize, protect, and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood. Development is limited to single family dwellings and such other uses as schools, parks, churches, and certain public facilities which serve residents of the district. It is the intent of ~~these districts to recognize that the City of Muskegon has been developed and platted with some lots that are smaller than those found in recently urbanized communities, and the standards in Section 2100 reflect residential development standards that the citizens of Muskegon find to be compatible~~ **this Article to recognize that blocks throughout the City of Muskegon have been platted and developed in different sizes and road frontages and that development standards should reflect each specific block type. All single family residential districts all allow the same permitted uses, only the area & bulk requirements differ. All homes in these districts must meet the residential design criteria established in Section 2319.**

SECTION 400: PRINCIPAL USES PERMITTED

In ~~R, One Family Residential, Districts~~ **all Single-Family Residential Districts** no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one or more of the following specified uses, unless otherwise provided in this Ordinance;.....

SECTION 404: AREA AND BULK REQUIREMENTS

1. ~~Minimum lot size:~~ **6,000 sq. feet**
2. ~~Density (see definition in Article II): 7 dwelling units per buildable acre.~~
3. ~~Maximum lot coverage:~~
 ~~Buildings: 50%~~
 ~~Pavement: 10%~~
4. ~~Lot width: 50 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).~~
5. ~~Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.~~

6. ~~Height limit: 2 stories or 35 feet. Exception: Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet. [amended 9/08]~~

~~Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).~~

7. ~~Front Setbacks: [amended 1/05]~~

~~Minimum:~~

~~Expressway or Arterial Street: 30 feet~~

~~Collector or Major Street: 25 feet~~

~~Minor Street: 15 feet~~

~~Note: For minimum front setbacks new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.~~

8. ~~Rear setback: 30 feet~~

9. ~~Setback from the ordinary high water mark or wetland: 30 feet (principal structures only).~~

10. ~~Side setbacks:~~

~~—— 1-story: 6 feet and 10 feet~~

~~—— 2-story: 8 feet and 12 feet~~

~~Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]~~

11. ~~Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]~~

- ~~a. The building has an approved fire rating for zero lot line development under the building code.~~
- ~~b. The building has adequate fire access preserved pursuant to fire code requirements.~~
- ~~c. The zero lot line side is not adjacent to a street.~~
- ~~d. A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.~~
- ~~e. It is not adjacent to wetlands, or waterfront.~~

SECTION 404: AREA AND BULK REQUIREMENTS

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,00 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front Setbacks***	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 15 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet
Rear Setback	30 ft	20 ft ^	15 ft^
Side Setbacks#:	1 story: 6 feet and 10 feet 6 2 story: 8 feet and 12 feet 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5
Ordinary High Water Mark /Wetland Setback	30 ft	30 ft	30 ft

* Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

** Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet.

*** For minimum front setbacks, new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.

^Parcels with at least 100 ft in length must have at least a 30 ft rear setback.

#All required setbacks shall be measured from the property line to the nearest point of the determined drip line of buildings.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article IV (R-1, Single Family Residential Districts) to amend the preamble to reflect the changes made by adding the new residential districts; to amend Sections 400 (Principal Uses Permitted) to create the allowed and special uses permitted in the new residential districts; and to amend Section 404 (Area and Bulk Requirements) to create the development standards for the new residential districts.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**. Numbers will be reordered accordingly:

PREAMBLE

These districts are designed to ~~be compromised of low density single family residential development~~ **allow for low, medium and high density single-family residential development in the proper blocks.** The regulations are intended to stabilize, protect, and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood. Development is limited to single family dwellings and such other uses as schools, parks, churches, and certain public facilities which serve residents of the district. It is the intent of ~~these districts to recognize that the City of Muskegon has been developed and platted with some lots that are smaller than those found in recently urbanized communities, and the standards in Section 2100 reflect residential development standards that the citizens of Muskegon find to be compatible~~ **this Article to recognize that blocks throughout the City of Muskegon have been platted and developed in different sizes and road frontages and that development standards should reflect each specific block type. All single family residential districts all allow the same permitted uses, only the area & bulk requirements differ. All homes in these districts must meet the residential design criteria established in Section 2319.**

SECTION 400: PRINCIPAL USES PERMITTED

In ~~R, One Family Residential, Districts~~ **all Single-Family Residential Districts** no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one or more of the following specified uses, unless otherwise provided in this Ordinance;.....

SECTION 404: AREA AND BULK REQUIREMENTS

12. ~~Minimum lot size:~~ Minimum lot size: 6,000 sq. feet

13. Density (see definition in Article II): 7 dwelling units per buildable acre.
14. Maximum lot coverage:
Buildings: 50%
Pavement: 10%
15. Lot width: 50 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).
16. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.
17. Height limit: 2 stories or 35 feet. Exception: Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet. [amended 9/08]

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

18. Front Setbacks: [amended 1/05]
Minimum:
Expressway or Arterial Street: 30 feet
Collector or Major Street: 25 feet
Minor Street: 15 feet

Note: For minimum front setbacks new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.

19. Rear setback: 30 feet
20. Setback from the ordinary high water mark or wetland: 30 feet (principal structures only).
21. Side setbacks:
—— 1 story: 6 feet and 10 feet
—— 2 story: 8 feet and 12 feet

Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]

22. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]

- f. ~~The building has an approved fire rating for zero lot line development under the building code.~~
- g. ~~The building has adequate fire access preserved pursuant to fire code requirements.~~
- h. ~~The zero lot line side is not adjacent to a street.~~
- i. ~~A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.~~
- j. ~~It is not adjacent to wetlands, or waterfront.~~

SECTION 404: AREA AND BULK REQUIREMENTS

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,00 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front Setbacks***	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 15 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet
Rear Setback	30 ft	20 ft ^	15 ft^
Side Setbacks#:	1 story: 6 feet and 10 feet 6 2 story: 8 feet and 12 feet 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5
Ordinary High Water Mark /Wetland Setback	30 ft	30 ft	30 ft

* Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

** Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet.

*** For minimum front setbacks, new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.

^Parcels with at least 100 ft in length must have at least a 30 ft rear setback.

#All required setbacks shall be measured from the property line to the nearest point of the determined drip line of buildings.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of March, 2017, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2017.

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 March 28, 2017, the City Commission of the City of Muskegon adopted an ordinance to amend Article IV (R-1, Single Family Residential Districts) to amend the preamble to reflect the changes made by adding the new residential districts; to amend Sections 400 (Principal Uses Permitted) to create the allowed and special uses permitted in the new residential districts; and to amend Section 404 (Area and Bulk Requirements) to create the development standards for the new residential districts.

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

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

Published _____, 2017.

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

(Current Ordinance Before Amendments)

ARTICLE IV – R-1, SINGLE FAMILY RESIDENTIAL DISTRICTS

PREAMBLE

These districts are designed to be composed of low density residential development. The regulations are intended to stabilize, protect, and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood. Development is limited to single family dwellings and such other uses as schools, parks, churches, and certain public facilities which serve residents of the district. It is the intent of these districts to recognize that the City of Muskegon has been developed and platted with some lots that are smaller than those found in recently urbanized communities, and the standards in Section 2100 reflect residential development standards that the citizens of Muskegon find to be compatible.

SECTION 400: PRINCIPAL USES PERMITTED

In R, One Family Residential, Districts no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one or more of the following specified uses, unless otherwise provided in this Ordinance;

1. One Family detached dwellings.
2. Multiple family dwellings under the following conditions:
 - a. The home has already been altered with prior approval to allow for multiple dwellings. One family dwellings may not be altered to allow for multiple dwellings, nor may new homes be built for multiple dwellings.
 - b. Homes that have already been altered for multiple dwellings may add additional dwellings as long they meet the living area standards listed in Section 2319.
3. Home occupations of a non-industrial nature may be permitted. Permissible home occupations include, but are not limited to the following: [amended 11/02]
 - a. Art and craft studios, lessons may be given to one client at a time
 - b. Hair and nail salons, limited to one client at a time
 - c. Dressmaking and tailoring
 - d. Tutoring, limited to one student at a time
 - e. Typing or clerical services
 - f. Teaching of music or dancing or similar instruction, limited to one client at a time

- g. Offices located within the dwelling for a writer, consultant, member of the clergy, lawyer, physician, architect, engineer or accountant, limited to one client/family at a time.
- h. All home occupations are subject to the following:
 - i. The businessperson operating the home occupation shall reside in the dwelling and only members of the immediate family residing on the premises may be employed.
 - ii. The business shall have a local business license and any other appropriate licensing or registrations required by local, state or federal law.
 - iii. No equipment or process shall be used in home occupations which creates noise, vibration, glare, fumes, odor, or electrical interference detectable to the normal senses of persons off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference with any radio or television receivers off the premises or causes fluctuations in the line voltage off the premises.
 - iv. Explosives, flammable liquids or combustible liquids shall only be used in compliance with the applicable fire and building codes.
 - v. Activities involving kilns or welding equipment shall comply with the applicable fire and building codes.
 - vi. The outside appearance of the premises shall have no visible evidence of the conduct of a home occupation.
 - vii. Home occupations may not serve as headquarters or dispatch centers where employees come to the site and are dispatched to other locations.
 - viii. All activity must be conducted within a preexisting structure. The home occupation shall not require internal or external alterations or involve construction features not customarily found in dwellings.
 - ix. There shall be no exterior display or signage other than that signage allowed for home occupations under the sign requirements of this ordinance. [amended 11/00]
 - x. No goods shall be kept, or sold which are made or assembled off-site, except as incidental to services rendered.
 - xi. The primary function of the premises shall be that of the residence of the family, and the occupation shall not exceed twenty-five (25) percent of the principal building.
 - xii. There shall be no outside storage or processing.

xiii. The home occupation shall not involve the routine use of commercial vehicles for delivery of materials to and from the premises. There shall be no commercial vehicles associated with the home occupation, nor parking of more than one (1) business car, pickup truck or small van on the premises.

xiv. Activities specifically prohibited (but not limited to) include:

- (1) A service or repair of motor vehicles, appliances and other large equipment
- (2) A service or manufacturing process which would normally require industrial zoning
- (3) A commercial food service requiring a license
- (4) A limousine service
- (5) A lodging service including but not limited to, a tourist home, motel or hotel
- (6) A tattoo parlor
- (7) An animal hospital or kennel
- (8) A lawn service

xv. No activity legally excluded by any deed restriction or other tenant or owner restrictions shall be permitted.

- 4. Adult Foster Care Family Homes, provided that such facilities shall be at least one thousand five hundred (1,500) feet from any other similar facility. [amended 11/02]
- 5. Accessory buildings and accessory uses customarily incidental to any of the above Principal Uses Permitted.
- 6. Uses similar to the above Principal Uses Permitted.

SECTION 401: SPECIAL LAND USES PERMITTED [amended 2/02]

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission:

- 1. Private recreational areas, and institutional recreational centers when not operated for profit, and nonprofit swimming pool clubs, all subject to the following conditions: [amended 2/02]

- a. In those instances where the proposed site is not to be situated on a lot or lots of record, the proposed site shall have one property line abutting a major thoroughfare and the site shall be so planned as to provide ingress and egress directly onto said major thoroughfare.
 - b. Front, side, and, rear yards shall be at least fifty (50) feet wide, except on those sides adjacent to nonresidential districts, and shall be landscaped in trees, shrubs, grass, and terrace areas. All such landscaping shall be maintained in a healthy condition. There shall be no parking or structures permitted in these yards, except for required entrance drives and those walls and/or fences used to obscure the use from abutting residential districts.
 - c. Buildings erected on the premises shall not exceed one (1) story or fourteen (14) feet in height.
 - d. Whenever a swimming pool is constructed under this Ordinance, said pool area shall be provided with a protective fence six (6) feet in height, and entry shall be protected by means of a controlled gate or turnstile.
 - e. The off-street parking and general site layout and its relationship to all adjacent lot lines shall be reviewed by the Planning Commission who may impose reasonable restrictions or requirements so as to insure that contiguous residential areas will be adequately protected.
2. Colleges, universities, and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education not operated for profit, all subject to the following conditions:
- a. Any use permitted herein shall be developed only on sites of at least five (5) acres in area.
 - b. All ingress to and egress from said site shall be directly onto a major thoroughfare.
 - c. No building other than a structure for residential purposes shall be closer than seventy-five (75) feet to any property line.
3. Churches and other facilities normally incidental thereto subject to the following conditions:
- a. The site shall be so located as to provide for ingress and egress from said site directly onto a major or secondary thoroughfare.
 - b. The principal buildings on the site shall be set back from abutting properties zoned for residential use not less than thirty (30) feet.
 - c. Buildings of greater than the maximum height allowed in Section 2100, may be allowed provided front, side, and rear yards are increased above the minimum

requirements by one (1) foot for each foot of building that exceeds the maximum height allowed.

4. Elementary, intermediate, and/or secondary schools offering courses in general education, provided such uses are set back thirty (30) feet from any lot in a residential zone.
5. Cemeteries.
6. Previously existing or established commercial uses not already converted to a residential use may be authorized under Special Use Permit for the following [amended 12/99]:
 - a. Retail and/or service establishments meeting the intent of the neighborhood Limited Business Zone (B-1) dealing directly with consumers including:
 - i. Any generally recognized retail business which supplies new commodities on the premises for persons residing in adjacent residential areas such as: groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, and notions or hardware.
 - ii. Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, drop-off dry cleaning shops, tailor shops, beauty parlors, barber shops, dressmaker, tailor, pharmacist, or an establishment doing radio, television, or home appliance repair, and similar establishments that require a retail character no more objectionable than the aforementioned, subject to the provision that no more than five (5) persons shall be employed at any time in the sale, repair, or other processing of goods.
 - iii. Professional offices of doctors, lawyers, dentists, chiropractors, osteopaths, architects, engineers, accountants, and similar or allied professions.
 - iv. Restaurants, or other places serving food, except drive-in or drive-through restaurants.
 - b. Prohibited uses: Activities specifically prohibited include repair or service of motor vehicles and other large equipment; manufacturing processes which would normally require industrial zoning; any activity which may become a nuisance due to noise, unsightliness or odor; and any activity which may adversely affect surrounding property.
 - c. Conditions: [amended 8/04]
 - i. Outdoor storage is prohibited.
 - ii. The area devoted to approved uses shall not exceed 2,500 square feet.
 - iii. All goods produced on the premises shall be sold at retail on the premises

where produced.

- iv. All business, servicing, or processing shall be conducted within a completely enclosed building, or in an area specifically approved by the Planning Commission.
- v. Parking shall be accommodated on site or with limited street parking.
- vi. Hours of operation may be limited by the Planning Commission.
- vii. Signs must comply with those set forth for the residential zoning district.
- viii. The Planning Commission may allow a use to sell alcohol, however the Commission may limit the type of license applied for or obtained for the sale of alcohol to an SDM, hours of operation, and any other restrictions intended to stabilize, protect, and encourage the residential character of the area. The use must gain approval from the Michigan Liquor Control Commission before alcohol can be or sold.

7. Bed & Breakfast facilities, under the following conditions:

- a. The home must be located in the Clay-Western or National Register Historic District, as identified by the City of Muskegon Historic District Commission map.
- b. The owner or operator of the tourist home shall live full-time on the premises.
- c. No structural additions or enlargements shall be made to accommodate the tourist home use and no exterior alterations to the structure shall be made which will change the residential appearance of the structure.
- d. Breakfast may be served on the premises, only for guests of the facility, and no other meals shall be provided to guests.
- e. No long-term rental of rooms for more than fourteen (14) consecutive days shall be permitted. No guest may stay for more than twenty-eight (28) nights in any given year.
- f. There shall be a maximum of five (5) guestrooms. No more than two (2) adults are permitted to stay in any guestroom.
- g. Signage shall conform to that which is permitted for home occupation businesses only.
- h. Rental of the tourist home for special gatherings such as wedding receptions and parties shall be prohibited.
- i. The property shall meet all local and state code requirements regarding bed and breakfast facilities.

8. Accessory buildings and accessory uses customarily incidental to any of the above Special Land Uses Permitted.
9. Uses similar to the above Special Land Uses Permitted.

SECTION 402: [RESERVED] [amended 8/01]

SECTION 403: PLANNED UNIT DEVELOPMENT OPTION [amended 12/97]

Planned unit developments (PUDs) may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the single family residential district is to allow for flexibility in the design of housing developments, including but not limited to condominium developments and cluster subdivisions, to allow for the preservation of open space; allow for economies in the provision of utilities and public services; provide recreational opportunities; and protect important natural features from the adverse impacts of development.

1. Determination: The Planning Commission, in reviewing and approving a proposed PUD may allow lots within the PUD to be reduced in area and width and setbacks below the minimum normally required by this ordinance in return for common open space where it is determined that the benefits of the cluster approach will decrease development costs, increase recreational opportunities, or prevent the loss of natural features. The Planning Commission, in its determination, shall consider the densities permitted in the Zoning Ordinance and, if applicable, the land's capability to bear the higher density.
2. Basic Requirements:
 - a. The net residential acreage including improvements and occupied land shall be calculated by taking the total area of the tract and subtracting, in order, the following:
 - i. Portions of the parcel(s) shown to be in a floodplain.
 - ii. Portions of the parcel(s) which are unsuitable for development in their natural state due to topographical, drainage or subsoil conditions such as, but not limited to; slopes greater than 15%; organic, poorly drained soils, and wetlands.
 - iii. Portions of the parcel(s) covered by surface waters.
 - iv. Portions of the tract utilized for storm water management facilities.
 - b. Undevelopable areas may be used for common open and recreational areas.
 - c. No building shall be sited on slopes steeper than 15%, within 100 feet of any ordinary high water mark, wetland, or on soil classified as being very poorly drained.

3. Density determination: To determine the maximum number of dwelling units permitted on the parcel(s) of land, the net residential acreage shall be divided by the minimum lot size required by the zoning ordinance.
4. Open space requirement: At least 15% of the site shall be set aside as dedicated common open space. At least one third (1/3) of the common open space shall be usable open space. The open space and access to it shall be permanently marked and designed so individuals in the development are not forced to trespass to reach such recreational or common open spaces.
5. Spacing: The distance between buildings shall not be less than 10 feet and front setbacks shall not be less than 10 feet. In no case shall an individual dwelling lot be less than 4,000 square feet.
6. Waterfront: Where a cluster development abuts a body of water, at least 50% of the shoreline, as well as reasonable access to it, shall be a part of the common open space land.
7. Utility of common open space: Common open space in any one residential cluster shall be laid out, to the maximum extent feasible, to connect with other open space existing or proposed.
8. Size: Minimum parent parcel size is 21,780 square feet (one-half acre).
9. Bonus units: Where the developer provides additional open space or amenities within the development, additional density may be granted. A maximum of a 10% unit bonus may be granted to the development for additional amenities such as: public trail easements, additional open space, additional common waterfront area, and additional landscaping.

SECTION 404: AREA AND BULK REQUIREMENTS [amended 4/00]

1. Minimum lot size: 6,000 sq. feet
2. Density (see definition in Article II): 7 dwelling units per buildable acre.
3. Maximum lot coverage:
Buildings: 50%
Pavement: 10%
4. Lot width: 50 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).
5. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.
6. Height limit: 2 stories or 35 feet. Exception: Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet. [amended 9/08]

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

7. Front Setbacks: [amended 1/05]

Minimum:

Expressway or Arterial Street: 30 feet

Collector or Major Street: 25 feet

Minor Street: 15 feet

Note: For minimum front setbacks new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.

8. Rear setback: 30 feet

9. Setback from the ordinary high water mark or wetland: 30 feet (principal structures only).

10. Side setbacks:

1-story: 6 feet and 10 feet

2-story: 8 feet and 12 feet

Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings. [amended 10/02]

11. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided: [amended 10/02]

- a. The building has an approved fire rating for zero-lot line development under the building code.
- b. The building has adequate fire access preserved pursuant to fire code requirements.
- c. The zero lot line side is not adjacent to a street.
- d. A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.
- e. It is not adjacent to wetlands, or waterfront.

(Proposed Ordinance After All 3 Amendments)

ARTICLE IV – SINGLE-FAMILY RESIDENTIAL DISTRICTS

R-1, SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICTS,
R-2, SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICTS,
R-3, SINGLE FAMILY HIGH DENSITY RESIDENTIAL DISTRICTS

PREAMBLE

These districts are designed to allow for low, medium and high density single-family residential development in the proper blocks. The regulations are intended to stabilize, protect, and encourage the residential character of the districts and prohibit activities not compatible with a residential neighborhood. Development is limited to single family dwellings and such other uses as schools, parks, churches, and certain public facilities which serve residents of the district. It is the intent of this Article to recognize that blocks throughout the City of Muskegon have been platted and developed in different sizes and road frontages and that development standards should reflect each specific block type. All single family residential districts all allow the same permitted uses, only the area & bulk requirements differ. All homes in these districts must meet the residential design criteria established in Section 2319.

SECTION 400: PRINCIPAL USES PERMITTED

In all Single-Family Residential Districts, no building or land shall be used and no building shall be erected, structurally altered, or occupied except for one or more of the following specified uses, unless otherwise provided in this Ordinance;

1. One Family detached dwellings.
2. Multiple family dwellings under the following conditions:
 - a. The home has already been altered with prior approval to allow for multiple dwellings. One family dwellings may not be altered to allow for multiple dwellings, nor may new homes be built for multiple dwellings.
 - b. Homes that have already been altered for multiple dwellings may add additional dwellings as long they meet the living area standards listed in Section 2319.
3. Home occupations of a non-industrial nature may be permitted. Permissible home occupations include, but are not limited to the following: [amended 11/02]
 - a. Art and craft studios, lessons may be given to one client at a time
 - b. Hair and nail salons, limited to one client at a time
 - c. Dressmaking and tailoring

- d. Tutoring, limited to one student at a time
- e. Typing or clerical services
- f. Teaching of music or dancing or similar instruction, limited to one client at a time
- g. Offices located within the dwelling for a writer, consultant, member of the clergy, lawyer, physician, architect, engineer or accountant, limited to one client/family at a time.
- h. All home occupations are subject to the following:
 - i. The businessperson operating the home occupation shall reside in the dwelling and only members of the immediate family residing on the premises may be employed.
 - ii. The business shall have a local business license and any other appropriate licensing or registrations required by local, state or federal law.
 - iii. No equipment or process shall be used in home occupations which creates noise, vibration, glare, fumes, odor, or electrical interference detectable to the normal senses of persons off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference with any radio or television receivers off the premises or causes fluctuations in the line voltage off the premises.
 - iv. Explosives, flammable liquids or combustible liquids shall only be used in compliance with the applicable fire and building codes.
 - v. Activities involving kilns or welding equipment shall comply with the applicable fire and building codes.
 - vi. The outside appearance of the premises shall have no visible evidence of the conduct of a home occupation.
 - vii. Home occupations may not serve as headquarters or dispatch centers where employees come to the site and are dispatched to other locations.
 - viii. All activity must be conducted within a preexisting structure. The home occupation shall not require internal or external alterations or involve construction features not customarily found in dwellings.
 - ix. There shall be no exterior display or signage other than that signage allowed for home occupations under the sign requirements of this ordinance. [amended 11/00]
 - x. No goods shall be kept, or sold which are made or assembled off-site, except as incidental to services rendered.

xi. The primary function of the premises shall be that of the residence of the family, and the occupation shall not exceed twenty-five (25) percent of the principal building.

xii. There shall be no outside storage or processing.

xiii. The home occupation shall not involve the routine use of commercial vehicles for delivery of materials to and from the premises. There shall be no commercial vehicles associated with the home occupation, nor parking of more than one (1) business car, pickup truck or small van on the premises.

xiv. Activities specifically prohibited (but not limited to) include:

- (1) A service or repair of motor vehicles, appliances and other large equipment
- (2) A service or manufacturing process which would normally require industrial zoning
- (3) A commercial food service requiring a license
- (4) A limousine service
- (5) A lodging service including but not limited to, a tourist home, motel or hotel
- (6) A tattoo parlor
- (7) An animal hospital or kennel
- (8) A lawn service

xv. No activity legally excluded by any deed restriction or other tenant or owner restrictions shall be permitted.

- 4. Adult Foster Care Family Homes, provided that such facilities shall be at least one thousand five hundred (1,500) feet from any other similar facility. [amended 11/02]
- 5. Accessory buildings and accessory uses customarily incidental to any of the above Principal Uses Permitted.
- 6. Uses similar to the above Principal Uses Permitted.

SECTION 401: SPECIAL LAND USES PERMITTED [amended 2/02]

The following uses, and their accessory buildings and accessory uses, shall be permitted under the purview of Section 2332 after review and approval of the use (and a site plan, if required) by

the Planning Commission, after Public Hearing, subject to the applicable conditions, and any other reasonable conditions imposed by the Planning Commission:

1. Private recreational areas, and institutional recreational centers when not operated for profit, and nonprofit swimming pool clubs, all subject to the following conditions: [amended 2/02]
 - a. In those instances where the proposed site is not to be situated on a lot or lots of record, the proposed site shall have one property line abutting a major thoroughfare and the site shall be so planned as to provide ingress and egress directly onto said major thoroughfare.
 - b. Front, side, and, rear yards shall be at least fifty (50) feet wide, except on those sides adjacent to nonresidential districts, and shall be landscaped in trees, shrubs, grass, and terrace areas. All such landscaping shall be maintained in a healthy condition. There shall be no parking or structures permitted in these yards, except for required entrance drives and those walls and/or fences used to obscure the use from abutting residential districts.
 - c. Buildings erected on the premises shall not exceed one (1) story or fourteen (14) feet in height.
 - d. Whenever a swimming pool is constructed under this Ordinance, said pool area shall be provided with a protective fence six (6) feet in height, and entry shall be protected by means of a controlled gate or turnstile.
 - e. The off-street parking and general site layout and its relationship to all adjacent lot lines shall be reviewed by the Planning Commission who may impose reasonable restrictions or requirements so as to insure that contiguous residential areas will be adequately protected.
2. Colleges, universities, and other such institutions of higher learning, public and private, offering courses in general, technical, or religious education not operated for profit, all subject to the following conditions:
 - a. Any use permitted herein shall be developed only on sites of at least five (5) acres in area.
 - b. All ingress to and egress from said site shall be directly onto a major thoroughfare.
 - c. No building other than a structure for residential purposes shall be closer than seventy-five (75) feet to any property line.
3. Churches and other facilities normally incidental thereto subject to the following conditions:
 - a. The site shall be so located as to provide for ingress and egress from said site directly onto a major or secondary thoroughfare.

- b. The principal buildings on the site shall be set back from abutting properties zoned for residential use not less than thirty (30) feet.
 - c. Buildings of greater than the maximum height allowed in Section 2100, may be allowed provided front, side, and rear yards are increased above the minimum requirements by one (1) foot for each foot of building that exceeds the maximum height allowed.
- 4. Elementary, intermediate, and/or secondary schools offering courses in general education, provided such uses are set back thirty (30) feet from any lot in a residential zone.
- 5. Cemeteries.
- 6. Previously existing or established commercial uses not already converted to a residential use may be authorized under Special Use Permit for the following [amended 12/99]:
 - a. Retail and/or service establishments meeting the intent of the neighborhood Limited Business Zone (B-1) dealing directly with consumers including:
 - i. Any generally recognized retail business which supplies new commodities on the premises for persons residing in adjacent residential areas such as: groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, and notions or hardware.
 - ii. Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, drop-off dry cleaning shops, tailor shops, beauty parlors, barber shops, dressmaker, tailor, pharmacist, or an establishment doing radio, television, or home appliance repair, and similar establishments that require a retail character no more objectionable than the aforementioned, subject to the provision that no more than five (5) persons shall be employed at any time in the sale, repair, or other processing of goods.
 - iii. Professional offices of doctors, lawyers, dentists, chiropractors, osteopaths, architects, engineers, accountants, and similar or allied professions.
 - iv. Restaurants, or other places serving food, except drive-in or drive-through restaurants.
 - b. Prohibited uses: Activities specifically prohibited include repair or service of motor vehicles and other large equipment; manufacturing processes which would normally require industrial zoning; any activity which may become a nuisance due to noise, unsightliness or odor; and any activity which may adversely affect surrounding property.
 - c. Conditions: [amended 8/04]

- i. Outdoor storage is prohibited.
- ii. The area devoted to approved uses shall not exceed 2,500 square feet.
- iii. All goods produced on the premises shall be sold at retail on the premises where produced.
- iv. All business, servicing, or processing shall be conducted within a completely enclosed building, or in an area specifically approved by the Planning Commission.
- v. Parking shall be accommodated on site or with limited street parking.
- vi. Hours of operation may be limited by the Planning Commission.
- vii. Signs must comply with those set forth for the residential zoning district.
- viii. The Planning Commission may allow a use to sell alcohol, however the Commission may limit the type of license applied for or obtained for the sale of alcohol to an SDM, hours of operation, and any other restrictions intended to stabilize, protect, and encourage the residential character of the area. The use must gain approval from the Michigan Liquor Control Commission before alcohol can be or sold.

7. Bed & Breakfast facilities, under the following conditions:

- a. The home must be located in the Clay-Western or National Register Historic District, as identified by the City of Muskegon Historic District Commission map.
- b. The owner or operator of the tourist home shall live full-time on the premises.
- c. No structural additions or enlargements shall be made to accommodate the tourist home use and no exterior alterations to the structure shall be made which will change the residential appearance of the structure.
- d. Breakfast may be served on the premises, only for guests of the facility, and no other meals shall be provided to guests.
- e. No long-term rental of rooms for more than fourteen (14) consecutive days shall be permitted. No guest may stay for more than twenty-eight (28) nights in any given year.
- f. There shall be a maximum of five (5) guestrooms. No more than two (2) adults are permitted to stay in any guestroom.
- g. Signage shall conform to that which is permitted for home occupation businesses only.

- h. Rental of the tourist home for special gatherings such as wedding receptions and parties shall be prohibited.
 - i. The property shall meet all local and state code requirements regarding bed and breakfast facilities.
- 8. Accessory buildings and accessory uses customarily incidental to any of the above Special Land Uses Permitted.
 - 9. Uses similar to the above Special Land Uses Permitted.

SECTION 402: [RESERVED] [amended 8/01]

SECTION 403: PLANNED UNIT DEVELOPMENT OPTION [amended 12/97]

Planned unit developments (PUDs) may be allowed by the Planning Commission under the procedural guidelines of Section 2101. The intent of Planned Unit Developments in the single family residential district is to allow for flexibility in the design of housing developments, including but not limited to condominium developments and cluster subdivisions, to allow for the preservation of open space; allow for economies in the provision of utilities and public services; provide recreational opportunities; and protect important natural features from the adverse impacts of development.

- 1. Determination: The Planning Commission, in reviewing and approving a proposed PUD may allow lots within the PUD to be reduced in area and width and setbacks below the minimum normally required by this ordinance in return for common open space where it is determined that the benefits of the cluster approach will decrease development costs, increase recreational opportunities, or prevent the loss of natural features. The Planning Commission, in its determination, shall consider the densities permitted in the Zoning Ordinance and, if applicable, the land's capability to bear the higher density.
- 2. Basic Requirements:
 - a. The net residential acreage including improvements and occupied land shall be calculated by taking the total area of the tract and subtracting, in order, the following:
 - i. Portions of the parcel(s) shown to be in a floodplain.
 - ii. Portions of the parcel(s) which are unsuitable for development in their natural state due to topographical, drainage or subsoil conditions such as, but not limited to; slopes greater than 15%; organic, poorly drained soils, and wetlands.
 - iii. Portions of the parcel(s) covered by surface waters.
 - iv. Portions of the tract utilized for storm water management facilities.
 - b. Undevelopable areas may be used for common open and recreational areas.

- c. No building shall be sited on slopes steeper than 15%, within 100 feet of any ordinary high water mark, wetland, or on soil classified as being very poorly drained.
- 3. Density determination: To determine the maximum number of dwelling units permitted on the parcel(s) of land, the net residential acreage shall be divided by the minimum lot size required by the zoning ordinance.
- 4. Open space requirement: At least 15% of the site shall be set aside as dedicated common open space. At least one third (1/3) of the common open space shall be usable open space. The open space and access to it shall be permanently marked and designed so individuals in the development are not forced to trespass to reach such recreational or common open spaces.
- 5. Spacing: The distance between buildings shall not be less than 10 feet and front setbacks shall not be less than 10 feet.
- 6. Waterfront: Where a cluster development abuts a body of water, at least 50% of the shoreline, as well as reasonable access to it, shall be a part of the common open space land.
- 7. Utility of common open space: Common open space in any one residential cluster shall be laid out, to the maximum extent feasible, to connect with other open space existing or proposed.
- 8. Size: Minimum parent parcel size is 21,780 square feet (one-half acre).
- 9. Bonus units: Where the developer provides additional open space or amenities within the development, additional density may be granted. A maximum of a 10% unit bonus may be granted to the development for additional amenities such as: public trail easements, additional open space, additional common waterfront area, and additional landscaping.

SECTION 404: AREA AND BULK REQUIREMENTS [amended 4/00]

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,00 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front Setbacks***	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 15 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet
Rear Setback	30 ft	20 ft ^	15 ft^
Side Setbacks#:	1 story: 6 2 story: 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5
Ordinary High Water Mark /Wetland Setback	30 ft	30 ft	30 ft

* Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

** Homes located in an established Historic District may be up to 3 stories or 45 feet, if found to be compatible with other homes within 600 feet.

*** For minimum front setbacks, new principal structures on minor streets may align with existing principal structures in the immediate area even if the front setback is below the minimum required.

^Parcels with at least 100 ft in length must have at least a 30 ft rear setback.

#All required setbacks shall be measured from the property line to the nearest point of the determined drip line of buildings.

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: March 21, 2017

RE: 245, 255, and 285 West Western Avenue

SUMMARY OF REQUEST:

This 4th Amendment to the Development Agreement is requested by Parkland Properties. The purpose of the agreement is to provide an additional 2 months of time to finish the project.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

To approve the amendment and authorize the Mayor to sign.

COMMITTEE RECOMMENDATION:

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS **FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT** is made this 23rd day of March, 2017 (the "**Fourth Amendment**"), by and between the **CITY OF MUSKEGON**, a Michigan municipal corporation (the "**City**"), whose address is 933 Terrace Street, Muskegon, Michigan 49441, and **PARKLAND MUSKEGON, LLC**, a Michigan limited liability company of 75 W. Walton Suite A, Muskegon, Michigan 49440, and **PARKLAND MUSKEGON, INC.**, a Michigan corporation whose address is 75 W. Walton Suite A, Muskegon, Michigan 49440 (collectively the "**Company**") (collectively the "**City**" and the "**Company**" may be referred to as the "**Parties**").

RECITALS

WHEREAS, the Company and the City are parties to a certain Development Agreement, dated as of September 4, 2007, as amended by a certain First Amendment to Development Agreement dated as of March 26, 2013 (collectively the "**Development Agreement**"). Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Development Agreement; and

WHEREAS, the Parties agreed on terms and the Muskegon City Commission approved a Second Amendment to Development Agreement ("**Second Amendment**"), which was contingent upon the Company receiving approval of amendment applications from the Michigan Economic Development Corporation ("**MEDC**") for previously approved incentives; and

WHEREAS, the aforementioned contingency has been met and the Parties entered into a Third Amendment to Development Agreement ("**Third Amendment**") for the mutual benefit of the Parties, to cure any default of the Company under the Development Agreement and Second Amendment, provide for other obligations; and

WHEREAS, the Parties wish to further amend the Development Agreement and Amendments on the terms and conditions set forth in this Fourth Amendment (collectively the "**Development Agreement**", "**Amendment**", "**Second Amendment**", "**Third Amendment**" and "**Fourth Amendment**" are referred to as the "**Agreement**").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS AND DEFINED TERMS.** The above recitals are hereby incorporated into this Fourth Amendment as if fully set forth herein.

2. **CONSTRUCTION TIMELINE.** The construction timeline outlined in Paragraph 9 of the Second Amendment and Paragraph 6 of the Third Amendment is amended as follows:

- 6.1 The Company shall begin pressure-washing or sand blasting the exterior of the Project within two (2) weeks of the final approval of the Neighborhood Enterprise Zone application by the City.

VR

- 6.2 The Company shall apply for building and construction permits by March 15, 2017, or within six (6) weeks of the final approval of the Neighborhood Enterprise Zone application by the City, whichever is later.
- 6.3 The Company shall complete the exterior renovation of the Project by November 1, 2017, which will include replacing or repairing the exterior walls, windows, panels, doors and entry ways of the Project, except for sections of the exterior that must remain open to accommodate the interior renovations. Any exterior sections that are left unfinished to accommodate interior renovations and the new exterior fire escape shall be completed by August 30, 2018. The Company shall have two (2) months to cure any default under this paragraph related to the exterior windows on floors 3 through 8, without penalty.
- 6.4 The Company shall complete the interior renovations of Floors 3 through 8 by August 30, 2018, which includes construction of 47 market rate housing units. The Company shall complete interior raw white box renovations of Floors 1 and 2 by November 1, 2018. For the purpose of this Agreement, "raw white box" shall include rough mechanical installation of rough fire suppression, rough HVAC, rough electrical and plumbing for the space, as well as filling the large holes in the first floor of the Project with concrete. It shall not include dry walling ceilings or walls, adding new interior walls, plugs and outlets, light fixtures, or painting.
- 6.5 The City and its departments shall ensure all building and construction permits and occupancy permits are issued in a timely manner and that no undue hardship is placed on the Company to receive these permits. The City shall also work with the Company to ensure that the Project can be built according to the specifications of the City and MEDC.
- 6.6 The Company shall be allowed to construct a temporary, 8-story elevator buck-hoist in the alley or near the sidewalk on W. Western, for the transportation of people and construction materials to the different levels of the Project. The buck-hoist shall be removed at least two (2) months prior to the completion of construction.
- 6.7 If the Company completes the renovations in paragraph 6.3 by November 1, 2017 (except for the sections that may remain open to accommodate the interior renovation), the Company shall automatically have an additional two (2) months to complete the renovations outlined in paragraph 6.4 of this Fourth Amendment.

3. **GARAGES AND ENTRANCE.** Paragraph 4 of the Second and Third Amendment are amended to read in their entirety as follows: "The City will grant the Company the easement rights described and depicted in the attached **Exhibit A.**"

JP

4. **ESCROW.** Paragraph 8 of the Third Amendment to Development Agreement is amended to provide the deposit shall also be released within ten (10) days of the Company delivering to the City a Certificate of Occupancy or an independent Engineer's Certificate of Substantial Completion for the 47 apartment units.

5. **MISCELLANEOUS.**

5.1 Entire Agreement. This is the entire agreement between the Parties regarding the subject matter of this Fourth Amendment. It may not be modified or amended except in a written amendment executed by both Parties.

5.2 Construction. The terms of this Fourth Amendment amend and modify the Development Agreement, as amended, as if fully stated therein.

5.3 Ratification. All other provisions of the Development Agreement, Second Amendment and Third Amendment not specifically modified by this Fourth Amendment are preserved, confirmed and shall remain in full force and effect.

5.4 Counterparts. This Fourth Amendment may be signed in counterparts and delivered electronically or by facsimile, and each such counterpart and delivery will be a binding and valid execution and delivery of this Third Amendment.

5.5 Binding Nature. This Fourth Amendment shall be binding upon the Parties and their subrogees, successors, and permitted assigns.

5.6 Non-Transferrable. The Parties may not sell, assign or transfer their obligations under this Fourth Amendment, except with written consent of the other. Construction must be completed by a construction company hired by Parkland Muskegon, Inc.

5.7 Legal Counsel. Each of the Parties had the advice of legal counsel (or an opportunity to obtain the same) before entering into this Fourth Amendment and it is to be interpreted as if it were mutually drafted.

5.8 Authority. Each of the undersigned who execute this document on behalf of an entity represent and warrant that they are authorized by the appropriate agents, members, managers, directors or stockholders of the entity for the purpose of binding the entity to the obligations of this Fourth Amendment.

5.9 Option to Cancel. The Company has until April 28, 2017 to verify construction bids. If the bids are not acceptable to the Company, the Company may terminate the Agreement by providing notice to the City by April 28, 2017; and the Parties shall cancel the Escrow and Easement Agreement, and the City shall return the one hundred thousand dollar (\$100,000) Deposit and deed for 241 and 255 W. Western to the Company.

[SIGNATURES ON NEXT PAGE]

JR

THIS FOURTH AMENDMENT IS HEREBY EXECUTED ON THE DATE IDENTIFIED ABOVE.

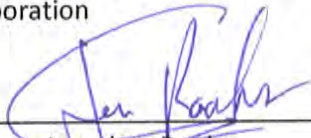
CITY OF MUSKEGON, a Michigan municipal corporation

By: _____

Stephen J. Gawron

Its: Mayor

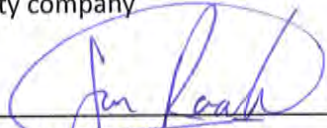
PARKLAND MUSKEGON, INC., a Michigan corporation

By:  _____

Jonathan Rooks

Its: President

PARKLAND MUSKEGON, LLC, a Michigan limited liability company

By:  _____

Jonathan Rooks

Its: Manager

ESCROW AGREEMENT

This Escrow Agreement (the “**Agreement**”) is by and among PARKLAND MUSKEGON, INC., a Michigan corporation (“**Parkland**”), and the CITY OF MUSKEGON, a Michigan municipality (“**City**”) (collectively (“**Parties**”). This Agreement is made in connection with Development Agreement between the parties for Highpoint Flats at 285 West Western, Muskegon, Michigan, as amended by First Amendment to Development Agreement, Second Amendment to Development Agreement, Third Amendment to Development Agreement and Fourth Amendment to Development Agreement (together the “**Development Agreement**”).

1. Development Agreement Incorporation. The Development Agreement is incorporated by reference herein. Capitalized terms used but not defined herein have the meanings ascribed to those terms in the Development Agreement.

2. Establishment of Escrow. Parkland will deliver One Hundred Thousand Dollars (\$100,000.00) (the “**Escrow**”) to City, within three (3) days of execution of this Agreement, to be held by City in escrow pending disposition under the terms of the Third Amendment to Development Agreement. The Escrow secures Parkland’s obligations to meet the construction timelines in paragraph 6 of the Third Amendment to Development Agreement, as amended, including but not limited to completion of the 47 market rate housing units at the Highpoint Flats development in the City of Muskegon (the “47 units”), pursuant to Sections 6 and 8 of the Third Amendment to Development Agreement.

3. Special Assessment. The City has the right to retain the Escrow, for the purpose of paying the sums that become due and payable under Paragraph 7 of the Third Amendment to Development Agreement. To retain the Escrow, the City shall provide fifteen (15) days prior written notice to Parkland, accompanied by an affidavit from a representative of the City which states the date and nature of the default by Parkland, and that the Escrow shall be retained by the City pursuant to Paragraph 7 of the Third Amendment to the Development Agreement. The City may retain the requested amount fifteen (15) days after Parkland receives such notice, and the City shall credit such sum against Parkland’s liability for the special assessment.

4. Completion. If Parkland fails to satisfy any of the conditions of paragraph 2 of the Fourth Amendment to Development Agreement, City shall apply the Escrow to the \$400,000 Special Assessment on the December 2018 tax bill. If Parkland satisfies all of the conditions of paragraph 2 of the Fourth Amendment to Development Agreement, City shall not apply and collect the Special Assessment provided for in paragraph 7 of the Third Amendment to Development Agreement and City shall remit the \$100,000 within the time frame set forth in the Fourth Amendment to Development Agreement to Parkland.

5. Disputes. Any dispute that may arise under this Agreement will be settled as

promptly as practicable either by mutual agreement of the parties (evidenced by joint written agreement), or if the parties are unable or unwilling to mutually agree, then either party may pursue its legal remedies. Notwithstanding anything to the contrary herein, each party shall be entitled to seek injunctive or other equitable relief in any appropriate court of law to prevent or stop a violation of the terms and conditions contained herein.

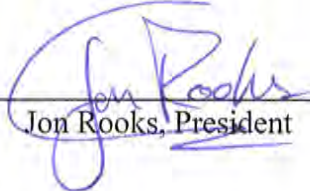
6. Notices. Notices hereunder must be made in writing but may be served by any reasonable means, including email to known and prior used email addresses, provided that email must be acknowledged to be effective notice, and will be deemed received on the date of delivery or within one (1) business day of mailing. Notice to the City shall also be delivered in writing to the City Clerk.

7. General Terms. Time is of the essence. This is the entire agreement between the parties regarding its subject matter. It may not be modified or amended except in writing executed by both parties. The captions are for reference only and will not affect the interpretation of this Agreement. Each of the parties had the advice of legal counsel (or an opportunity to obtain the same) before entering into this Agreement and it is to be interpreted as if it were mutually drafted. This Agreement may be signed in counterparts and delivered electronically or by facsimile, and each such counterpart and delivery will be a binding and valid execution and delivery of this Agreement. This Agreement shall be binding upon the parties and their subrogees, successors, and permitted assigns. Each of the undersigned who execute this document on behalf of a business entity represent and warrant that they are authorized by the appropriate members, managers, directors or stockholders of the business entity for the purpose of binding the business entity to the obligations of this Agreement.

PARKLAND:

Parkland Muskegon, Inc.

Dated: March 23, 2017

By: 
Jon Rooks, President

CITY:

The City of Muskegon

Dated: _____, 2017

By: _____
Stephen J. Gawron
Its Mayor

PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement ("**Agreement**") is made on this 23rd day of March, 2017, by and between the City of Muskegon, a Michigan municipality (the "**City**"), and Parkland Muskegon, Inc., a Michigan corporation ("**Parkland**") (collectively referred to as the "**Parties**").

WHEREAS, Parkland sold the vacant land parcels commonly known as 241 and 255 W. Western, and more particularly described on the attached **Exhibit A** (the "**Property**"), to the City for one dollar (\$1.00).

WHEREAS, the City agrees to construct a parking lot on the Property and the neighboring parcels, as more particularly shown on the attached **Exhibit B** (the "**Premises**").

WHEREAS, Parkland has agreed to lease, and the City agrees to lease to Parkland, certain parking spots on the Premises, under the terms of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **City Undertakings.** In consideration of the sale of the Property to the City, the City, in accordance with the requirements of city, state and local regulations, hereby agrees to:
 - a. Design and construct a parking lot on the Premises with necessary lighting, parking lines, directional signage, and landscaping, according to City of Muskegon specifications. The parking lot will have approximately ninety (90) parking spots, but not less than 80 parking spots. The parking lot will be constructed in April and May of 2018 and completed by no later than June 1, 2018.
 - b. Install and maintain at least one (1) large sign near each entrance to the Premises to identify the Premises as restricted in use, in accordance with the terms of this Agreement.
2. **Costs for Design and Construction.** The City shall pay, without reimbursement from Parkland, all costs and anticipated costs in paragraph 1 of this Agreement.
3. **Parkland Undertakings.** Parkland may, in its sole discretion and at its sole expense, install additional signage on the Premises that designates the 47 leased parking spaces (described in Paragraph 4) as being exclusive in use, in accordance with the terms of this Agreement. Parkland may also purchase and install a kiosk or other operated parking control system, within the parameters of HPF Lot (defined below), meeting local operation requirements, capable of limiting access to the HPF Lot (defined below), in

JR

accordance with the terms of this Agreement on the HPF Lot, which may result in a reduction of the number of parking spaces on the HPF Lot.

4. **Parking Spots.** Parkland leases from the City, and the City leases to Parkland, under the terms and conditions set forth in this Agreement, exclusive use of forty seven (47), car size (minimum 9.5' wide x 18' long), parking spots, in the portion of the Premises identified as the "**HPF Lot**" in the attached **Exhibit C**. In addition, the Parkland Users (defined below) are permitted to use the balance, or at least thirty three (33), additional parking spots on the portion of the Premises identified as the "**Clay Lot**", which shall be shared by all of the employees, residents and guests of the developments and businesses located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue, on a first come, first served basis. To the extent that there are more than 80 parking spots, City may lease up to six (6) parking spots beyond the eighty (80) parking spots for the exclusive use of one or more of the owners, employees, residents and guests of the developments and businesses located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue. The parking spots in this paragraph are referred to individually as "**Parking Spot**" or collectively as "**Parking Spots**".
5. **Term.** The term of this Agreement shall be for ninety-nine (99) years commencing on the date a Certificate of Occupancy or an independent engineer's certificate of substantial completion is issued for the 47 apartment units (the "**Term**"), so long as the Certificate of Occupancy or an independent engineer's certificate of substantial completion is issued by January 1, 2019. If the Certificate of Occupancy or independent engineer's certificate of substantial completion is not issued as to the 47 apartment units on or before January 1, 2019, this Agreement is null and void and both parties are relieved of providing for such. In the event the City does not renew this Agreement under similar terms and conditions after the expiration of the Term, the City agrees to work with Parkland to find other suitable parking arrangements for the Project in the neighboring area.
6. **Use and Access; Designation of Spots**
 - a. During the Term, Parkland and its current and future employees, agents, customers, residents, tenants, guests, transient guests, and invitees, and any future owners of apartments or condominium units (collectively the "**Parkland Users**") at the Highpoint Flats Project development (the "**Project**") shall have exclusive use of the HPF Lot. In addition, the Clay Lot portion of the Premises may be used by the employees, residents and guests of any of the developments and businesses located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue (as described in paragraph 4 above).
 - b. The City shall provide a means of entry and exit to the Premises.

JR

- c. Parkland shall have the right to use the HPF Lot, adjacent to the Project, as a staging and construction area following execution of this Agreement through April 1, 2018. Prior to November 1, 2017, Parkland shall also have the right to use the Property, the City sidewalks, and the alley to renovate the exterior of the Project subject to the following conditions:
- i. Parkland shall acquire general liability insurance coverage with minimum combined single limits of \$1 million each occurrence and \$2 million general aggregate, with insurance certificates being provided to the City prior to use of the property;
 - ii. Upon completion of the work, Parkland shall restore the property to the condition as it existed upon delivery of insurance certificates; and
 - iii. Upon 30 days notice by City to Parkland, Parkland, its contractors, sub-contractors, and agents shall vacate the area 60 feet wide adjacent to Western Avenue.
7. **Rent and Property Taxes.** Parkland will pay one dollar (\$1.00) for rent during the Term. Parkland shall also pay sixty percent (60%) of any property taxes on the Premises should they become due and payable on this municipality owned lot.
8. **Maintenance, Repair and Alterations.** During the Term, Parkland is responsible for sixty percent (60%) of all post-completion decoration, utility, landscaping, maintenance, repair and replacement costs of the Premises and all improvements, including snow removal, and City shall be responsible for the remaining forty percent (40%) of all post-completion decoration, utility, landscaping, maintenance, repair and replacement costs of the Premises and all improvements, including snow removal. This does not include costs anticipated in paragraph 1 and 2 of this Agreement. The Parties agree to keep the Premises in a neat and safe condition, and shall maintain the Premises in compliance with all laws, ordinances, and regulations governing the Premises and Parkland's use of the Premises. The Parties shall not make any alterations, additions, or improvements to the Premises without written approval from the other party, which consent shall not be unreasonably conditioned, delayed or withheld. The Parties agree to receive a minimum of three (3) competitive bids for any work that will cost in excess of five thousand dollars (\$5,000.00). During the Term, Parkland will be in charge of managing any work under this paragraph. Payment for any work shall be due within thirty (30) days of billing by the party incurring the expense. A late fee shall accrue on any sum unpaid after thirty (30) days at the rate of two cents for every one dollar (\$1.00) of the expense. In addition, unpaid sums shall bear interest at the rate of one percent (1%) a month until paid. The City may freely assign or transfer its obligations under this paragraph to the other owners or tenants of property located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue.

JR

9. **Enforcement.** Revenues from the issuance of parking violation tickets on the Premises shall be retained by the City. Cost incurred in such activities shall be borne exclusively by the City without reimbursement from Parkland. Parkland may, in its sole discretion, enforce or engage a third party to enforce parking restrictions on the HPF Lot, including towing unauthorized vehicles.
10. **Events.** The Parties acknowledge that various civic, art and community events and functions in the future may seek to utilize the Premises, in whole or in part. The Parties agree that such use will only be permitted if both Parties mutually agree to the use in writing, under such terms and conditions that may be required by the Parties (including any profit sharing from the use of the Premises for such events and functions).
11. **Additional Construction; Sale or Transfer of the Premises.** During the Term, the City agrees to not construct, or to permit another person or entity to construct, any building or structure on the Premises that would result in less than approximately ninety (90) usable Parking Spots, but not less than eighty (80) usable Parking Spots. The City, its successors and assigns, further agrees that: it will not sell, assign or transfer the Premises to a third party during the Term, except that the City may sell, assign or transfer the Premises or a portion thereof to the other owners or tenants of property located within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue, subject to this Agreement. City agrees that if it decides to sell the Premises, Parkland shall have a right of first refusal to purchase the Premises under the same terms and conditions, including being bound by this Agreement. City shall provide written notice to Parkland or successors upon receipt of an acceptable offer, in the City Manager's opinion, within seven (7) days, and allow Parkland thirty (30) days to exercise the right of first refusal.
12. **Insurance.** The City shall include the Premises with its insurance coverage applicable to other City owned facilities. The City shall provide Parkland evidence of insurance when requested by Parkland.
13. **Eminent Domain.** If all or a portion of the Premises is taken by the City under the power of eminent domain, or by deed in lieu thereof, the City agrees to pay Parkland fair market value for the portion of the Premises that is taken by the City. Such determination will consider current and future lost revenue at the Project (consisting of 47 market rate apartments and 3 floors of commercial space) due to the absence of adjacent parking. If all or a portion of the Premises is taken by the City or any other public authority under the power of eminent domain, the City will work with Parkland to find or create other reasonably comparable parking arrangements for the Project in the nearby area, which such parking arrangements shall consist of the same amount of Parking Spots that were lost as a result of the eminent domain.
14. **Default by the City; Remedies of Parkland.** The following events may be deemed a default by the City under this Agreement:

JR

- a. If the City does not complete the construction of the parking lot on the Premises, as contemplated in paragraph 1 and 2 of this Agreement.
- b. If during the Term, the City owns any property within the block bounded by First Street, Jefferson Avenue, Western Avenue and Clay Avenue and fails to pay its portion of the costs that are anticipated in paragraph 8 of this Agreement.
- c. If the City fails to comply with any other term, provision, covenant or condition of this Agreement, and such failure: (i) continues for more than fourteen (14) days after the City receives written notice from Parkland if it is a matter related to the accessibility of the Parking Spots by Parkland Users; or (ii) continues for more than thirty (30) days after the City receives written notice from Parkland if it is a matter not related to the accessibility of the Parking Spots by Parkland Users. Notwithstanding, if such failure cannot be reasonably cured within this time, the City shall not be in default if it begins to cure the default within this time and is diligently attempting to cure thereafter.

In the event of a default by the City, Parkland shall enjoy all legal and equitable remedies afforded by law.

15. **Default by Parkland; Remedies of the City.** The following events may be deemed a default by Parkland under this Agreement.

- a. If Parkland fails to comply with any term, provision, covenant or condition of this Agreement, and such failure continues for thirty (30) days after written notice from the City to Parkland; provided, however, that if such failure cannot be reasonably cured within 30 days, Parkland shall not be in default if it begins to cure the failure during such 30 day period and is diligently attempting to cure thereafter.

In the event of a default by the Parkland, City shall enjoy all legal and equitable remedies afforded by law.

16. **Estoppel Certificates.** Either party shall, upon request of the other, deliver an estoppel certificate to lender, bond holder or other identified interested party which acknowledges the existence or non-existence of any uncured defaults by the landlord and/or tenant hereunder, the number of years which remain in this Agreement, and the amount of rent or other expenses currently payable by the landlord and/or tenant.

JR

17. **Notices.** Whenever this Agreement requires any notice of any kind, it shall be in writing and delivered personally or by registered or certified mail, postage prepaid, and addressed to the Parties at their respective addresses, with notice to the City being delivered or directed to the City Clerk. Either party may change their address by like notice to the other party. Notice shall be effective upon receipt, if personally delivered, or one (1) business day after mailing, if mailed.
18. **Interpretation.** This Agreement shall bind and benefit the Parties and their respective successors and assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to principles of conflicts of laws. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third parties, as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties. Whenever the Parties are required or authorized in this Agreement to exercise discretion or grant approval, the City and Parkland shall do so in a reasonable manner, without unreasonable delay or condition.
19. **Entire Agreement; Amendments.** This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings of the Parties (both written and oral) with respect to the subject matter of this Agreement. No amendment of this Agreement shall be effective unless the same is in writing and signed by the Parties, their successors or assigns.
20. **Partial Invalidity.** If any term, covenant or condition of this Agreement or its application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.
21. **Assignment.** Except as provided in paragraph 8, 11 and 21, neither Party may, without written permission from the other Party, assign or in any manner transfer its obligations under this Agreement, which shall not be unreasonably conditioned, delayed or withheld. To the extent that City decides to sell the Premises, Parkland has a right of first refusal as provided for in Paragraph 11. Parkland may assign this Lease to any future owner of the Project or a condominium association.

The remainder of this page is left intentionally blank.

SR

The Parties have executed this Agreement on the date first identified above.

City of Muskegon, a Michigan municipality

Parkland Muskegon, Inc. a Michigan corporation

By: _____
Stephen J. Gawron
Its: Mayor

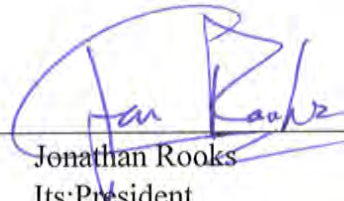
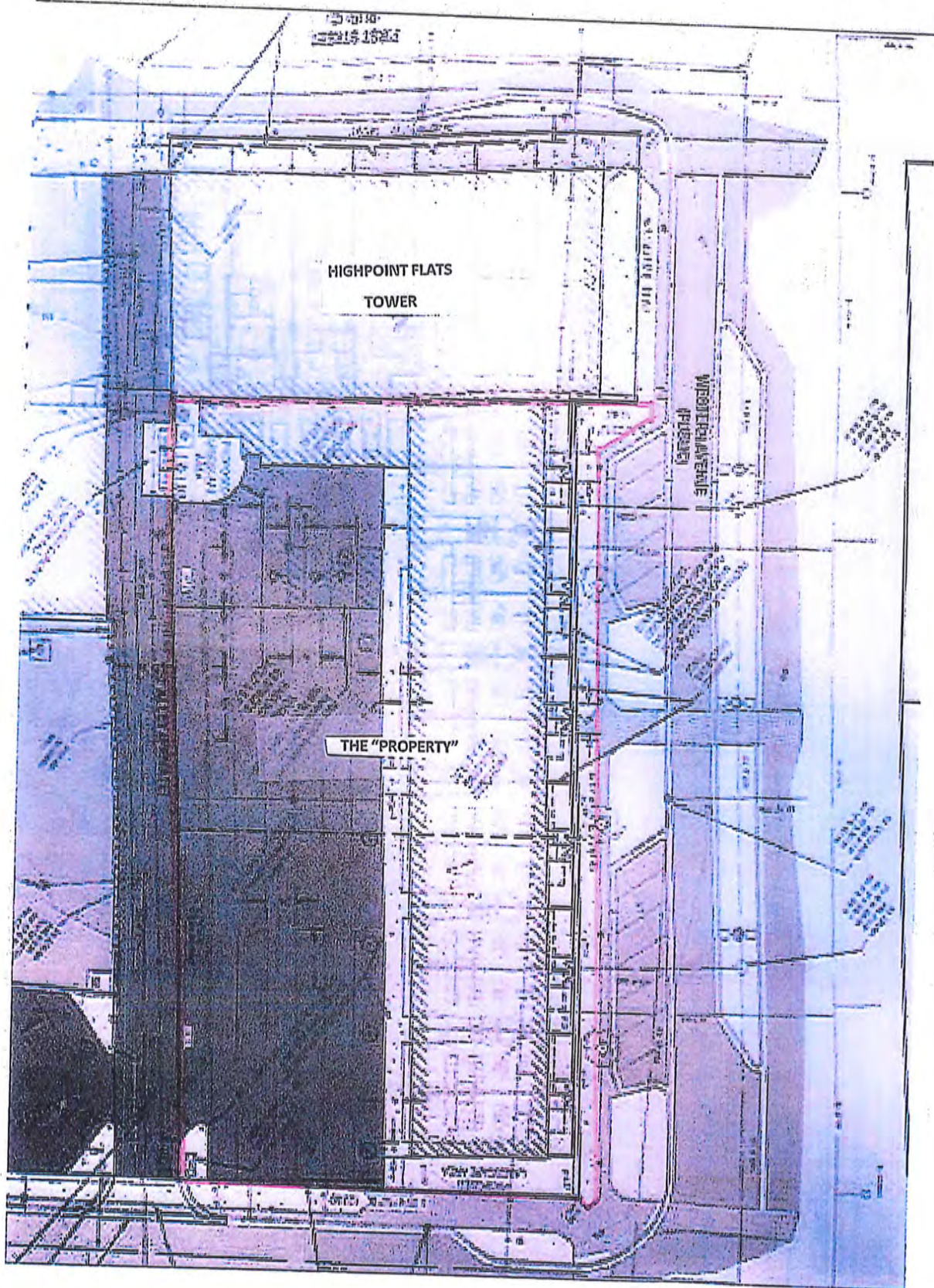
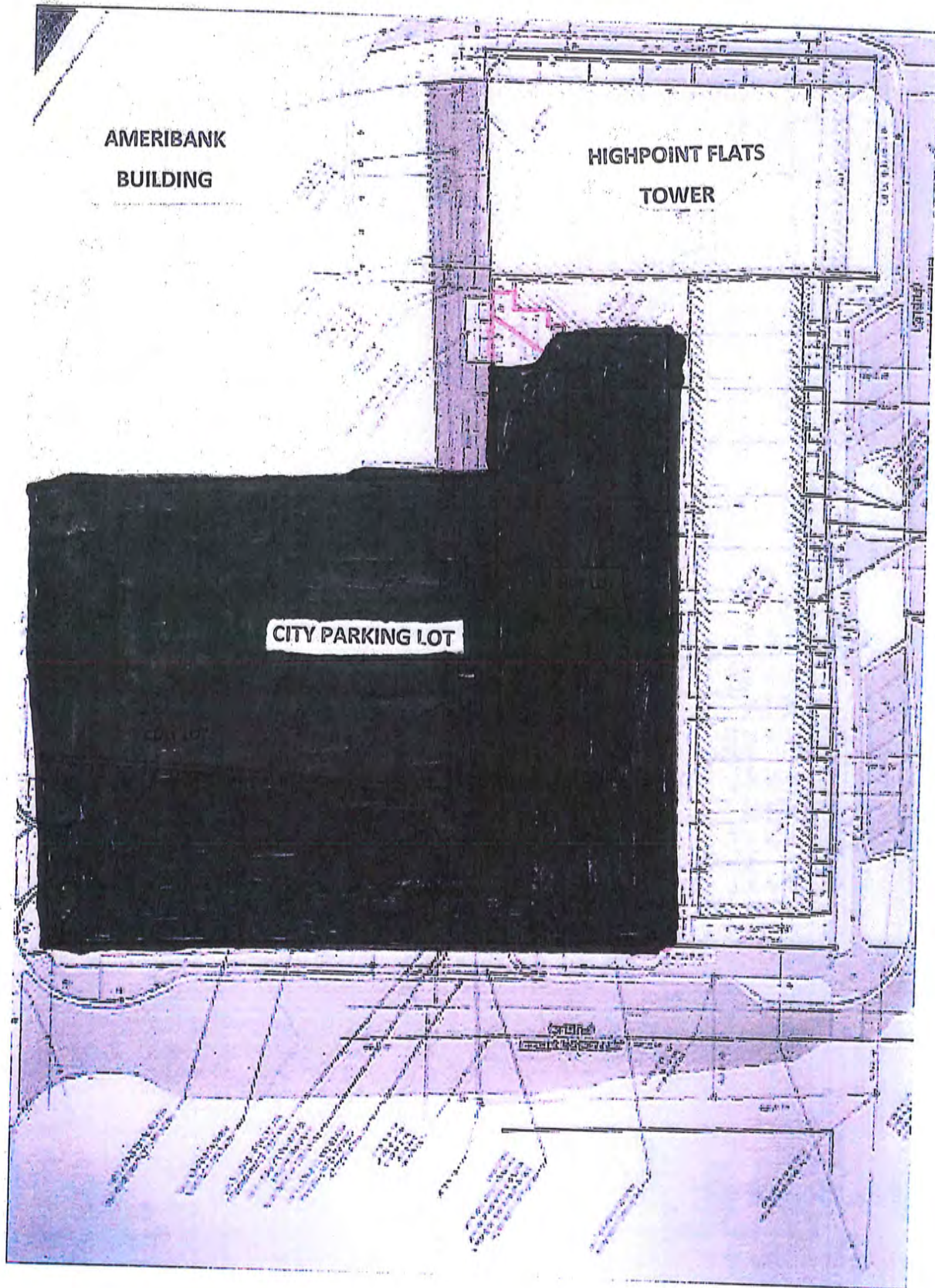
By:  _____
Jonathan Rooks
Its: President

Exhibit A



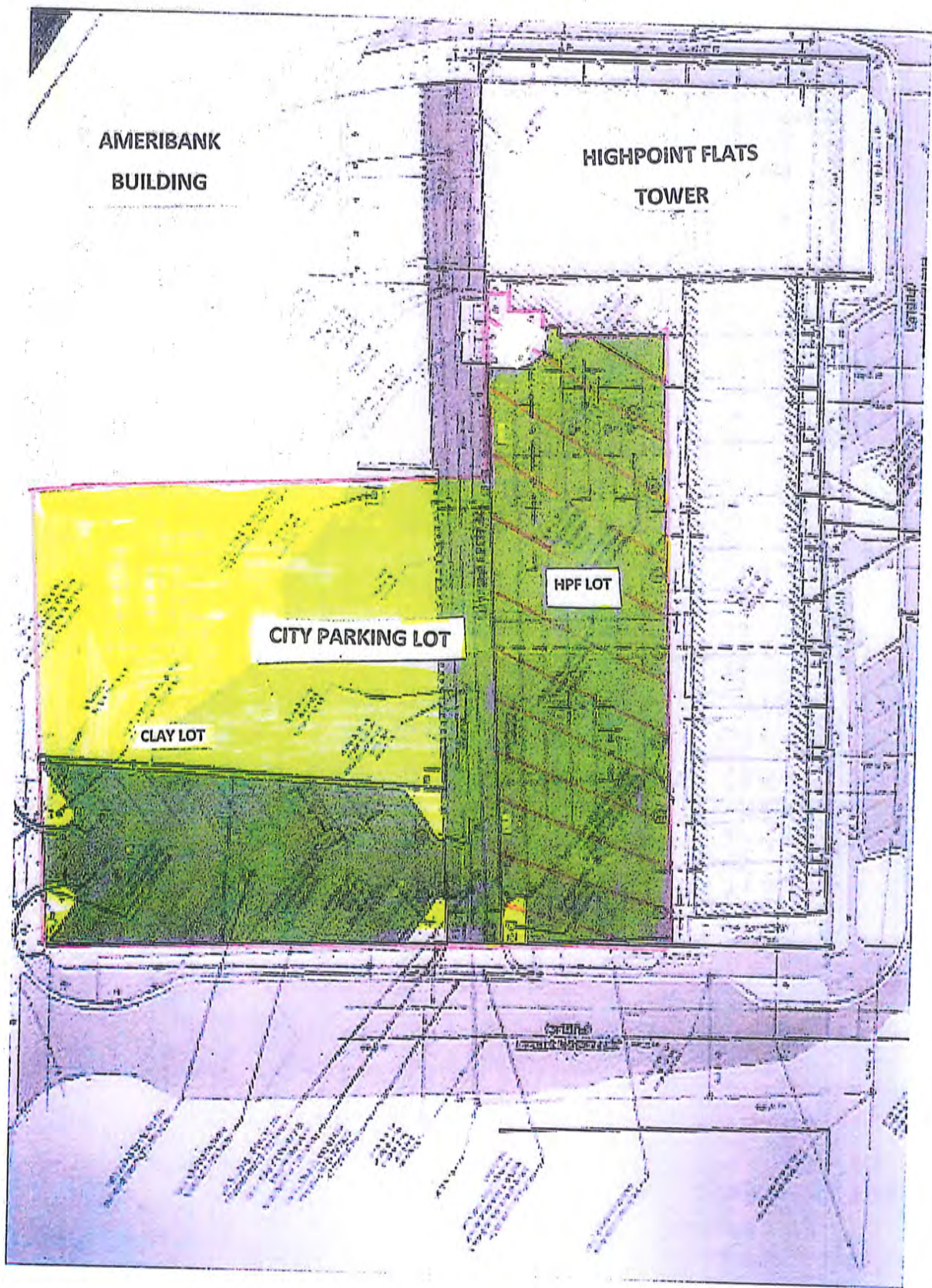
JR

Exhibit B



JR

Exhibit C



JR

Commission Meeting Date: March 28, 2017

Date: March 21, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Brownfield Development Agreement between
Pure Muskegon, LLC and the City of Muskegon for
Windward Pointe MDEQ Grant (Stack Demo)

SUMMARY OF REQUEST: The City, to encourage Pure Muskegon, LLC to proceed with the purchase of the former Sappi property (Windward Pointe), applied for and received a Brownfield Grant in the amount of \$1 million to offset the eligible Stack Demolitions costs on the site. The costs for the stack demolition are expected to be between \$1.3 Million and \$1.6 Million. The Development Agreement includes the terms of grant implementation. The Brownfield Grant Funds will be available to reimburse the Property Owner (Pure Muskegon, LLC) for the stack demolition costs, in accordance with the terms, conditions and limitations of the grant agreement. The City will disburse the Brownfield Grant Funds and will contract with a separate Grant Manager for Grant oversight (including preparation of reports to MDEQ).

FINANCIAL IMPACT: The City will receive the MDEQ Grant in the amount of \$1 Million, on a reimbursement basis and the funds will be distributed to the Property Owner as Grant eligible activities are undertaken.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "Brownfield Development Agreement" (attached) and authorize the Mayor to sign.

COMMITTEE RECOMMENDATION: None.

BROWNFIELD DEVELOPMENT AGREEMENT
MDEQ CMI Brownfield Grant — Stack Demolition
WINDWARD POINTE

This BROWNFIELD DEVELOPMENT AGREEMENT, which is limited to the sole purpose of removal of two smoke stacks (*“Agreement”*) is entered into as of March 28, 2017 by and between the CITY OF MUSKEGON, a Michigan public body corporate, of 933 Terrace Street, Muskegon, MI 49440 (the *“City”*) and PURE MUSKEGON, LLC, a Michigan limited liability company of 1218 E. Pontaluna, Suite B, Spring Lake, MI 49466 (together with its successors and assigns, the *“Property Owner”*).

RECITALS

- A. Pure Muskegon LLC, a Michigan limited liability corporation (*“Property Owner”*), recently purchased certain industrial property located at 2400 Lakeshore Drive in Muskegon, Michigan which is legally described on the attached Exhibit A (the *“Property”*).
- B. Environmental investigations of the Property have identified concentrations of hazardous substances that exceed Generic Residential Cleanup Criteria as promulgated by the Michigan Department of Environmental Quality (*“MDEQ”*); accordingly, the Property constitutes a *“facility”* as defined by Part 201 of the Natural Resources and Environmental Protection Act (*“NREPA”*), Act 451 of 1994, as amended.
- C. The Property Owner desires to facilitate the redevelopment of the Property for mixed uses, including residential, senior housing, and certain commercial uses (*“Development”*).
- D. The Property Owner and its immediate predecessor have and continue to invest substantial funds conducting activities necessary to prepare the Property for redevelopment. Those activities include private party expenditures of over \$3 million in environmental response activities, \$8.5 million for demolition, including subsurface demolition, and site preparation activities. These expenditures have already resulted in substantial economic, environmental and social benefits for the Muskegon community. Based on preliminary conceptual plans, the City of Muskegon Brownfield Plan Amendment for the Property makes a very conservative estimate of a total investment of \$200 million over a 10 year period, with upwards of 50 permanent full time jobs and thousands of temporary construction/tradesman jobs as a result of the redevelopment of the Property.
- E. The Development is poised to be a regional transformational project, and is expected to create substantial measurable economic benefit in the form of construction, direct and indirect jobs, and significantly increased taxable property values for the applicable taxing jurisdictions, as well as health and safety benefits to the community by addressing potential health risks posed by the current environmental condition of the Property.
- F. Since the Property is classified as a *“facility,”* certain eligible costs incurred in remediation and redevelopment of the Property may be reimbursed with the proceeds of one or more

CMI Brownfield Redevelopment Grants obtained by the City from the State of Michigan in accordance with Part 196 of NREPA, MCL §324.19601 *et seq.*, (*"Brownfield Grants"*).

- G. Among the remediation and redevelopment costs that are eligible for reimbursement from Brownfield Grants is an estimated \$1.3 Million to \$1.6 Million cost of conducting asbestos abatement on two chimney stacks located on the Property, and demolition of the stacks (the *"Stack Demolition"*).
- H. To encourage the Property Owner to acquire the Property and proceed with the Development, the City applied for a Brownfield Grant in the amount of \$1 Million to offset the eligible Stack Demolition costs, and thereby achieve the economic, health and safety benefits generated by the Development.
- I. Property Owner acquired the Property from Melching, Inc., a Michigan corporation (*"Melching"*) on July 29, 2016 under the terms and conditions of a Sale and Purchase of Real Estate Agreement dated June 27, 2013, as amended (*"Purchase Agreement"*). Pursuant to the Purchase Agreement, if the Stack Demolition costs exceed \$1 Million, Melching will pay the next \$250,000 of such costs, and Melching and Property Owner will share equally in any additional Stack Demolition costs.
- J. Accordingly, the purpose of this Agreement is to facilitate remediation and demolition activities on the Property, and to encourage the proposed Development.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Property Owner and the City agree as follows:

- 1. **Description of Development:** The Property Owner will conduct the Stack Demolition, and retain potential developers or transfer ownership of all or a portion of the Property to others for development. The Property is envisioned as a mixed use project comprised primarily of residential and commercial uses. Based on preliminary conceptual plans, the City of Muskegon Brownfield Plan Amendment for the Property makes a very conservative estimate of a total investment of \$200 Million over a 10-year period, with upwards of 50 permanent full time jobs and thousands of temporary construction/tradesman jobs as a result of the Development.
- 2. **Application for and Disbursement of Brownfield Grant.** The City has, with the cooperation of Property Owner, been awarded an Michigan Department of Environmental Qualify (*"MDEQ"*) Brownfield Redevelopment Grant in the amount of One Million Dollars (\$1,000,000) for the purposes of financing a portion of the Stack Demolition (*"Brownfield Grant"*).
 - 2.1. Proceeds of the Brownfield Grant shall be made available to reimburse Property Owner for eligible Stack Demolition Costs (as defined below) in accordance with the terms, conditions and limitations of the grant agreement between the City and the MDEQ executed and delivered in connection with the Brownfield Grant (the *"Grant Agreement"*).

- 2.2 For purposes of this Agreement, the term “*Stack Demolition Costs*” means (a) the actual costs incurred in removing coatings containing asbestos covering the two stacks in accordance with all applicable laws and regulations, (b) properly disposing of all asbestos debris, demolish and remove the two stacks, (c) paying for the services of all necessary consultants (including the fees of consultants retained by the City to administer the Grant provided that such fees shall not exceed \$30,000), and (d) actual costs of developing work plans (the cost of which shall not exceed \$2,500 without approval of the MDEQ), budgets, bid solicitations, technical specifications, and such other administrative tasks approved by the MDEQ, but shall not include any ineligible expenses as defined in the Grant Agreement.
- 2.3 The City agrees to apply for additional Brownfield Grants in subsequent years, as requested by Property Owner, to assist in paying other eligible costs associated with the redevelopment of the Property.
- 2.4. The City’s obligation to disburse the Brownfield Grant is subject to the cancellation provisions in the Grant Agreement, which allows the Brownfield Grant to be cancelled by the State of Michigan upon 30 days’ written notice due to Executive Order, budgetary reduction, other lack of funding, or upon mutual agreement of the State and the City.
- 2.5 If the Stack Demolition costs exceed \$1 Million, Property Owner guarantees payment of those excess costs.
3. **Conditions to Disbursement of Brownfield Grant.** In addition to any other conditions or limitations set forth in the Grant Agreement, disbursement of the Brownfield Grant to reimburse Stack Demolition Costs is conditioned upon the receiving of Grant funds from the DEQ and the following:
- 3.1. Deliver to the City documentation showing that at least \$1 Million in response activity costs, not including Stack Demolition Costs to be reimbursed with Grant funds or asbestos removal costs, has been or will be incurred by Property Owner or any other person at the Property.
- 3.2. Prior to commencing any activities which are eligible for reimbursement under the Brownfield Grant, Property Owner shall provide to the City all of the following:
- (a) Access agreement allowing the City access to the Property.
 - (b) A work plan describing all tasks necessary to complete the Stack Demolition (the “*Work Plan*”).
 - (c) Bid specifications, form of request for bids, and a request for bids from at least three (3) qualified contractors with respect to any contract in excess of \$20,000 (except for professional services) for performing tasks required by the Work Plan.

- (d) Evidence that any contractor performing asbestos abatement work pursuant to the Work Plan is properly licensed and qualified to perform such work.
 - (e) A list of all consultants, contractors, associates and other personnel which Property Owner has hired or proposes to hire to perform the Stack Demolition (the “*Contractor List*”).
- 3.3. The City shall submit the Work Plan and the Contractor List to the MDEQ for approval. Such approval is required before commencing performance of the Work Plan. Property Owner shall commence performance of the Stack Demolition after MDEQ approves the Work Plan and continue in accordance with the schedule set forth in the Grant Agreement.
- 3.4. The Property Owner shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the MDEQ, before requesting any reimbursement.
- 3.5. The Property Owner shall submit requests for reimbursement of eligible Stack Demolition costs that have been incurred by Property Owner along with all supporting documents required by the Grant Agreement to the City. Such requests shall not exceed the limits set forth in the Grant Agreement. Requests for reimbursement shall not include the cost of ineligible activities as described in the Grant Agreement.
- 4. **Reporting Requirements.** Property Owner shall coordinate with the City’s consultant to prepare quarterly progress reports and a final project report to the City in accordance with the schedule set forth in the Grant Agreement.
- 5. **Compliance with Applicable Laws.** Property Owner shall comply with all local state and federal laws, rules, ordinances and regulations applicable to the Stack Demolition, and the construction of the Development including, without limitation, the following:
 - 5.1. Obtaining all required local, state and federal permits;
 - 5.2. Payment of all applicable taxes and fees; and
 - 5.3. Compliance with the Elliott Larsen Civil Rights Act, 1976 P.A. 453, as amended (MCL §37.2101 *et seq.*); the Persons with Disabilities Civil Rights Act, 1976 P.A. 220, as amended (MCL §37.1101 *et. seq.*), the Employers Engaging in Unfair Labor Practices Act, 1980 P.A. 278, as amended (MCL §423.321 *et seq.*).
- 6. **Indemnity.** Property Owner hereby assumes all of the responsibilities of “Grantee” under the Brownfield Grant, and hereby agrees to indemnify and hold City, its officials, agents and employees, harmless from and against all claims or causes of action arising out of the performance of the Stack Demolition, Property Owner’s breach of any of its representations or warranties set forth in this Agreement, or Property Owner’s failure to

comply with its obligations under this Agreement. In this regard, Property Owner shall be responsible for reimbursing the City for grant funds that disbursed to Property Owner for eligible costs that have been paid from other funding sources provided by the State, grant funds that have been disbursed in excess of eligible costs, and grant funds that must be refunded upon termination of the Grant Agreement (other than Grant Funds in the possession of the City at the time of termination of the Grant Agreement).

7. **Access and Inspection / Audit.** Property Owner shall allow the City and the State of Michigan access to the Property and Property Owner's records concerning the Project for inspection and copying upon completion of the Stack Demolition. Prior to commencing activities under the Work Plan, Property Owner shall enter into a voluntary access agreement with the City with respect to the Property containing terms reasonably acceptable to the City and the Property Owner.

8. **Representations and Warranties of Property Owner.** Property Owner represents and warrants to the City that neither Property Owner nor any of its agents or subcontractors:

8.1 Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State of Michigan;

8.2. Have not within a three-year period preceding this Contract,

a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185;

b) violated any federal or state antitrust statutes;

c) committed any embezzlement, theft, forgery, bribery, falsification or destruction of records; or

d) made false statements or received stolen property;

8.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 8.2 above;

8.4. Have not within a three (3) year period preceding the date of the Grant Agreement, had one or more public transaction (federal, state or local) terminated for cause or default;

8.5. Is not an "Iran-linked business" as defined in MCL §129.312.

9. **Amendment of Work Plan.** Changes or additions to the Work Plan must be submitted in writing to the City for consideration, and are subject to the approval of the MDEQ. Changes in, or additions to, the eligible activities not approved by the City and MDEQ shall result in the Property Owner being responsible for the payment of non-approved eligible activities.
10. **Default by Property Owner.** Property Owner's non-compliance with this Agreement, the breach of any representation or warranty by Property Owner under this Agreement, or discovery of material irregularities in the performance of the Stack Demolition at any time are regarded as material breaches of this Agreement ("*Default*"). Upon the occurrence of a Default, the City, in addition to any other remedy provided by law, may do one or more of the following: (a) withhold future payments, (b) recover reimbursement payments already disbursed, or (c) terminate this Agreement.
11. **Force Majeure.** Whenever either party to this Agreement shall be required to perform any contract, act, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default shall be caused by Force Majeure (hereinafter defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement, nor shall it excuse the City from performing if the City has direct or indirect control over any such Force Majeure event, nor shall it excuse the Property Owner from performing if the Property Owner has direct or indirect control over any such Force Majeure event. "*Force Majeure*" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes; tornadoes and floods; and other conditions beyond the reasonable control of the party whose obligations are excused.
12. **Termination.** This Agreement shall terminate automatically upon cancellation or termination of the Grant Agreement.
13. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified above; or to such other party at such other address as shall be given in writing in accordance with this paragraph 12.

14. **Miscellaneous Provisions.**

- 14.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Property Owner shall not assign this Agreement without the prior written consent of the City. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- 14.2. This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.
- 14.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Muskegon County, Michigan.
- 14.4. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- 14.5. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- 14.6. This Agreement shall become effective when approved and executed by the City and the Property Owner.
- 14.7. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.
- 14.8. Except as otherwise specifically provided in this Agreement, all consents and approvals required under this Agreement shall not be unreasonably withheld or delayed. To the extent permitted by law, either party shall be entitled to conclusively rely on the consent or approval of the other provided the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.

(Signatures appear on the following page)

(Signature Page to Brownfield Development Agreement)

WHEREFORE, this Agreement has been executed as of the date first written above.

PURE MUSKEGON, LLC

By:



Charles Johnson, Manager

PROPERTY
OWNER

CITY OF MUSKEGON

By:

Stephen J. Gawron, Mayor

By:

Ann Marie Meisch, Clerk

CITY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Parcel A:

That part of Blocks 598, 599, 601 and 602 of the Revised Plat of 1903 of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, part of the Southwest $\frac{1}{4}$, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West $\frac{1}{4}$ corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 488.51 feet along the North right-of-way line of Lake Shore Drive (a 66.00 foot wide public right-of-way) to the Place of Beginning; thence North 00 degrees 48 minutes 23 seconds East 310.18 feet perpendicular to said right-of-way line; thence South 88 degrees 56 minutes 12 seconds East 686.80 feet; thence South 05 degrees 19 minutes 28 second East 50.00 feet; thence South 10 degrees 02 minutes 06 seconds East 238.18 feet; thence Westerly 253.57 feet along aforesaid North right-of-way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 85 degrees 29 minutes 33 seconds West 253.20 feet; thence North 89 degrees 11 minutes 37 seconds West 484.81 feet along said right-of-way line to the Place of Beginning. Also subject to railroad right-of-way across subject property.

Parcel B:

That part of Blocks 598, 599, 600, 601 and 602 of the Revised Plat of 1903 of the City of Muskegon (as recorded in Liber 3 of Plats, Page 71) part of the Southwest $\frac{1}{4}$, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West $\frac{1}{4}$ corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 973.32 feet along the North right of way line of Lake Shore Drive (a 66.00 foot wide public right of way); thence Easterly 253.57 feet along said right of way line on a 1367.00 foot radius curve to the left, the chord of which bears North 85 degrees 29 minutes 33 seconds East 253.20 feet to the Place of Beginning; thence North 10 degrees 02 minutes 06 seconds West 238.18 feet; thence North 05 degrees 19 minutes 26 seconds West 50.00 feet; thence North 88 degrees 56 minutes 12 seconds West 591.89 feet; thence North 01 degrees 03 minutes 48 seconds East 1302.28 feet; thence South 85 degrees 18 minutes 57 seconds East 175.31 feet along an intermediate traverse line to the shore of Muskegon Lake; thence South 87 degrees 13 minutes 08 seconds East 497.19 feet along said traverse line; thence South 82 degrees 07 minutes 10 seconds East 151.35 feet along said traverse line to the East line of Block 598; thence South 01 degrees 03 minutes 48 seconds West 1307.84

feet along said East block line; thence South 31 degrees 14 minutes 58 seconds West 74.61 feet; thence South 26 degrees 33 minutes 42 seconds West 44.65 feet; thence South 21 degrees 45 minutes 52 seconds East 119.75 feet; thence Westerly 174.32 feet along aforesaid North right of way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 76 degrees 31 minutes 31 seconds West 174.20 feet to the Place of Beginning. All lands herein described extend to the water's edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Parcel C:

That part of Blocks 601, 602, 603 and 604, of the Revised Plat of 1903 of the City of Muskegon (as recorded in Liber 3 of Plats, Page 71), Sections 34 and 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section to the Northerly right of way line of Lake Shore Drive (a 66.00 foot wide public right of way) to the Place of Beginning; thence North 89 degrees 11 minutes 37 seconds West 19.36 feet along said North right of way line; thence North 89 degrees 00 minutes 09 seconds West 536.05 feet; thence North 89 degrees 13 minutes 46 seconds West 768.17 feet along said North right of way line; thence North 85 degrees 25 minutes 57 seconds West 388.49 feet along said North right of way line; thence North 82 degrees 34 minutes 08 seconds West 448.42 feet along said North right of way line; thence North 85 degrees 52 minutes 47 seconds West 149.07 feet along said North right of way line; thence South 89 degrees 31 minutes 08 seconds West 87.96 feet along said North right of way line; thence North 01 degrees 00 minutes 26 seconds East 53.65 feet to an intermediate traverse line of Muskegon Lake; thence North 02 degrees 04 minutes 37 seconds East 809.35 feet along said traverse line; thence North 72 degrees 15 minutes 37 seconds East 315.95 feet along said traverse line; thence North 69 degrees 10 minutes 35 seconds East 559.46 feet along said traverse line; thence South 06 degrees 30 minutes 50 seconds East 477.00 feet along said traverse line; thence North 77 degrees 43 minutes 53 seconds East 242.00 feet along said traverse line; thence North 07 degrees 47 minutes 31 seconds West 513.00 feet along said traverse line; thence North 72 degrees 30 minutes 24 seconds East 571.33 feet along said traverse line; thence South 71 degrees 00 minutes 41 seconds East 343.90 feet along said traverse line; thence North 80 degrees 16 minutes 18 seconds East 1074.06 feet along said traverse line; thence South 01 degrees 03 minutes 48 seconds West 1302.28 feet; thence North 88 degrees 56 minutes 12 seconds West 94.91 feet; thence South 00 degrees 48 minutes 23 seconds West 310.18 feet; thence North 89 degrees 11 minutes 37 seconds West 488.51 feet along the aforesaid North right of way line to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Commission Meeting Date: March 28, 2017

Date: March 21, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: MDEQ Grant Administration Proposal- Lakeshore
Environmental, Inc. for Windward Pointe MDEQ
Grant (Stack Demo)

SUMMARY OF REQUEST: Staff is recommending that Lakeshore Environmental, Inc. be retained to provide MDEQ Grant Administration services for the MDEQ Brownfield Grant. As part of the Brownfield Development Agreement between the City of Muskegon and Pure Muskegon, LLC, MDEQ grant funds may be paid for consultants to administer the grant (with fees not to exceed \$30,000). Since Lakeshore Environmental, Inc. has been involved with the Windward Pointe site for several years (as well as other brownfield sites), they are qualified to conduct the Grant Administration activities. These activities include completion of quarterly reports, submittal of contractor invoices for reimbursement, monthly progress meetings, communications with MDEQ staff, project team and contractors and completion and submittal of a final project summary to the MDEQ. Lakeshore Environmental, Inc. will coordinate with City staff to ensure all the requirements of the MDEQ Grant are met.

FINANCIAL IMPACT: The City will pay Lakeshore Environmental, Inc. up to \$30,000 for these administrative activities, through the MDEQ Grant funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "MDEQ Grant Administration Proposal" (attached) and authorize the Mayor to sign.

COMMITTEE RECOMMENDATION: None.

March 16, 2017

City of Muskegon
c/o Ms. Cathy Brubaker-Clarke
933 Terrace Street
Muskegon, MI 49443

Re: **MDEQ Grant Administration Proposal**
Windward Pointe Redevelopment
2400 Lakeshore Drive, Muskegon, Michigan

Dear Ms. Brubaker-Clarke:

Lakeshore Environmental, Inc. (LEI) is pleased to provide the City of Muskegon (the City) this proposal to conduct eligible Grant Administrative services on behalf of the City related to the \$1,000,000 MDEQ Brownfield Grant for asbestos abatement and stack demolition.

LEIs Background

LEI has managed five similar grants in West Michigan over the past six years for the communities of Muskegon Heights, Grand Haven, and Ravenna.

In particular, LEI has been retained by the City of Grand Haven to supervise and conduct similar Brownfield redevelopment projects in the City utilizing similar MDEQ Brownfield incentives. These projects have included the redevelopment of a contaminated former gasoline service station, a property impacted with historical urban fill and an industrial manufacturing building, the Lemon Creek Winery, Gazillion & 1 and the former Challenge Machinery facilities.. All of these projects involved the use of MDEQ Brownfield redevelopment funds. The Lemon Creek Winery and Gazillion & 1 were successfully completed below budget and the former Challenge Machinery is in progress and on budget.

In addition to our successful history, LEI has completed or is in the process of completing numerous projects in Michigan involving Brownfield redevelopment incentives. Some of the communities LEI has worked with in the past seven years include: Grand Rapids, Muskegon, Grand Haven Township, Blendon Township, Ottawa County, Norton Shores, Cadillac, Ravenna, Muskegon Heights, Spring Lake, Spring Lake Township, Holland, Holland Township, Wright Township (Coopersville), Zeeland, and Mason County.

Our success with Brownfield redevelopment is attributed to the skillset of our staff, our strong relationships with the MDEQ, the efficiency of our operations, our knowledge of Michigan's Brownfield program, our experience with the MDEQ Grant Coordinator and Project Manager for the Windward Pointe project, and our passion for revitalizing communities.

DELIVERABLES

LEI will provide project documents to the City and the MDEQ for approval. Documents to be delivered to the MDEQ will be provided to the City of Muskegon for review and approval prior to delivery to MDEQ. It is further understood that the City will be copied on all relevant correspondence between the MDEQ and LEI.

Grant Administrative services include the following:

- completion and submittal of all required Quarterly Reports
- submittal of all contractor invoices for reimbursement under the MDEQ Grant, with appropriate documentation
- monthly progress meetings
- communications with MDEQ staff, project team, and contractors
- completion and submittal of a final project summary to the MDEQ

LEI will perform additional administrative tasks as needed within the budget for this work, such as attending public meetings or communicating with City of Muskegon staff.

Project Team

The LEI project manager will be Kirk W. Perschbacher. Mr. Perschbacher has over 10 years of experience in the environmental consulting industry. Mr. Perschbacher is a Brownfield Specialist with LEI and has extensive experience working with and administering the MDEQ Brownfield Grant/Loans. Mr. Perschbacher has been working on the former Sappi site since 2011 and is thoroughly familiar with site conditions. Mr. Perschbacher worked on the MDEQ Brownfield Grant Application and authored the Brownfield Plan Amendment for Windward Pointe. Mr. Perschbacher will be assisted as needed by Kurt Koella, LEI President, and Donald Penniman, Senior Hydrogeologist. Mr. Koella and Mr. Penniman also have experience on the former Sappi site and broad experience in site remediation, construction and demolition, and brownfield redevelopment.

COST AND INVOICING

The MDEQ Grant allows for a maximum use of 3% of the total Grant for administrative activities (total of \$30,000). LEI will prepare monthly invoices to the City on a time/materials basis (with a total cost not to exceed \$30,000) related to costs associated with the Grant Administrative tasks. The estimated billing rate for abovementioned tasks will be \$120/hr for LEI Project Manager.

AUTHORIZATION TO PROCEED

LEI appreciates the opportunity to prepare this proposal. We are confident in our ability to complete the work outlined above. At your request, LEI can provide a list of references, case study examples, our Statement of Qualifications, and any other relevant information.

Lakeshore Environmental, Inc.

Ms. Brubaker-Clarke
March 16, 2017
Page 3 of 3

Should you have any questions regarding this proposal, feel free to contact me. If you desire to move forward with any of these services, please sign below and return a copy to me. Thank you for considering our services.

Sincerely,



Kirk W. Perschbacher
Project Manager | Brownfield Planner

Attachment: Terms & Conditions

City of Muskegon

By:

Its:

Date:

LAKESHORE ENVIRONMENTAL, INC.

FEE SCHEDULE

STANDARD RATES - 2017

<u>TITLE</u>	<u>STANDARD BILLING RATE*</u>
Principal/Senior Hydrogeologist	\$150
Brownfield Specialist	\$120
Senior Project Manager	\$120
Environmental Engineer	\$85
Project Manager	\$100
Wetland Specialist/Biologist	\$90
Project Geologist	\$80
R.L.A./Environmental Planner	\$100
Assessment and Compliance Specialist	\$100
Project Engineer	\$100
CAD Graphics Specialist	\$80
Senior Field Technician	\$80
Project Scientist	\$80
Drilling Operator	\$80
Engineering Technician	\$65
Intern	\$50
Administrative Associate	\$50

(*Emergency response activity necessitates 15-25% surcharge)

PROJECT MILEAGE EXPENSES

General	\$0.60
Geoprobe	\$0.75

MISCELLANEOUS EXPENSES

Subcontractors, Aerials, Express Mail
Drafting Sheets, etc.

Less than	\$1,000	Cost Plus	15%
Over	\$1,000	Cost Plus	10%

TERMS AND CONDITIONS

- 1. METHOD OF PAYMENT:** Monthly, Lakeshore Environmental, Inc. (LEI) will invoice Client for all Services rendered during the previous month. Invoices will be due within 30 days after receipt. Any unpaid charges will draw interest at 1.5% per month commencing 30 days after the date of invoice (not date received). Client shall notify LEI, in writing of any disputed amount within 5 days after date of invoice, otherwise all invoice charges are agreed to be acceptable. Should it be necessary for LEI to initiate collection procedures for unpaid charges, the cost of such procedures will be added to the amount due from Client.
- 2. PERMIT ASSISTANCE:** Client shall assist LEI in obtaining all necessary permits. LEI obligations are subject to the issuance of permits.
- 3. STANDARDS OF CARE:** The Services will be performed for the exclusive benefit of Client. The Services shall be conducted by LEI consistent with that level of care and skill ordinarily exercised by the consulting professions in the same locale acting under similar circumstances and conditions.
- 4. DELIVERABLES:** All deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by LEI shall become Client's property upon final payment for LEI's Services. LEI shall be allowed to retain copies that will not be used without written consent.
- 5. LIMITATION ON THE SCOPE OF SERVICES:** Client acknowledges that LEI has not had any role in generating, treating, storing, or disposing of hazardous or toxic substances, pollutants and contaminants, or other waste materials which may be present at the Site. Any waste materials connected with the Services shall at no time become the property of LEI. Any arrangements or assistance provided by LEI to Client is made solely for Client's benefit and, except in of the case of LEI's negligence or willful misconduct, Client shall indemnify and hold harmless LEI against all claims, damages, losses, fines, liability and expenses, including attorney's fees, which arise therefrom.
- 6. REQUIRED DISCLOSURES BY CLIENT:** Client shall provide LEI all information that is known or readily accessible to Client, which may be reasonable and/or necessary for completion of the Services by LEI.
- 7. FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented.
- 8. TERMINATION:** This Contract may be terminated by either party upon 30 days written notice to the other party. Irrespective of which party terminates or the cause therefore, Client shall, within 30 days of termination, compensate LEI for costs incurred up to the time of termination, as well as post-termination activities, required to demobilize and suspend services.
- 9. ENTIRE CONTRACT:** This Contract constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Contract may be amended only by written instrument signed by each party.
- 10. PRECEDENCE:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client issued purchase order, requisition, notice to proceed, or like document regarding the Services.
- 11. SURVIVAL:** All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and LEI shall survive the completion of Services hereunder and the termination of this Contract.
- 12. EQUAL EMPLOYMENT OPPORTUNITY:** If Client is required by law to obtain a pledge of compliance from LEI in its performance of the Services under this Contract, LEI agrees to comply with the Equal Employment Opportunity and Affirmative Action requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and/or the Vietnam Era Veterans' Readjustment Act of 1974.
- 13. GOVERNING LAW:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan, excluding any choice of law rules, which may direct the application of the laws of any other jurisdiction.

Commission Meeting Date: March 28, 2017

Date: March 21, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Public Hearing for Brownfield Plan Amendment
and Development and Reimbursement Agreement
for Windward Pointe Redevelopment Project

SUMMARY OF REQUEST: To hold a public hearing and approve the resolution approving and adopting the amendment to the Brownfield Plan and to approve the Development and Reimbursement Agreement. The amendments are for property owned by Pure Muskegon, LLC.

FINANCIAL IMPACT: Brownfield Tax Increment Financing will be used to reimburse the developer for "eligible expenses" incurred in association with development of the Windward Pointe project. Pure Muskegon, LLC cost for the development of the property is approximately \$200 million in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

"Eligible Expenses" would be reimbursed starting in 2019. The estimated tax capture and payment schedule is included as Table 2 in the proposed Brownfield Plan Amendment.

After all eligible costs incurred by the various parties are reimbursed (estimated to be in 2040), the BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund.

The Development and Reimbursement Agreement provides the structure for the capture of taxes and the reimbursement to Pure Muskegon for eligible expenses.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To hold a public hearing for approval of the Brownfield Plan Amendment for the Pure Muskegon Redevelopment Project and approve the attached resolution and authorize the Mayor and Clerk to sign the resolution, and to approve the Development and Reimbursement Agreement between Pure Muskegon, LLC, the City of Muskegon and the City of Muskegon Brownfield Redevelopment Authority.

COMMITTEE RECOMMENDATION: The Muskegon City Commission set the public hearing for March 28, 2017 at their February 28, 2017 meeting. Since that time, a notice of the public hearing has been sent to taxing jurisdictions. In addition, the Brownfield Redevelopment Authority approved the Plan amendment and the Development and Reimbursement Agreement on February 16, 2017 and recommends that the Muskegon City Commission approve the Plan amendment and Development and Reimbursement Agreement.

**RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT AND
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

Windward Pointe Redevelopment Project

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers, on the 28th day of March 2017, at 5:30 p.m., prevailing Eastern Time.

PRESENT: Members

ABSENT: Members

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

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to add Windward Pointe Redevelopment Project; and

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on March 28, 2017.

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 in the form presented is approved and is effective immediately.

7. That the Development and Reimbursement Agreement is approved and is effective immediately.

8. That all resolutions or parts of resolutions in conflict herewith shall be 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: Members

NAYS:

Members

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch, City Clerk

Stephen J. Gawron, 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 March 28, 2017, 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 meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

(WINDWARD POINTE)

THIS **DEVELOPMENT AND REIMBURSEMENT AGREEMENT** (the "*Agreement*") is made as of March 28, 2017, between the **CITY OF MUSKEGON**, a Michigan municipal corporation (the "*City*"), whose address is 933 Terrace Street, Muskegon, Michigan 49440, the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate (the "*Authority*"), whose address is 933 Terrace Street, Muskegon, Michigan 49440, and **PURE MUSKEGON, LLC**, a Michigan limited liability company, whose address is 1218 E. Pontaluna, Suite B, Norton Shores, Michigan 49466 (together with its successors and assigns, the "*Property Owner*").

Recitals

A. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("*Act 381*") the Authority adopted a Brownfield Plan Amendment on February 16, 2017 (the "*Brownfield Plan Amendment*") to add 119 acres of land adjacent to Muskegon Lake located at 2400 Lakeshore Drive, City of Muskegon, Michigan which is legally described in the attached Exhibit A (the "*Property*");

B. 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*"). The Property Owner is not a liable party, under Part 201, for remediation of any existing contamination on the Property.

C. The Property Owner and immediate predecessor in title have, and will continue to conduct Eligible Activities (as defined in Act 381) on the Property in order to address environmental and other brownfield conditions, in a collaborative effort to position the Property for redevelopment. Actual expenditures by these parties to undertake eligible environmental activities on the Property total over \$3 million at this time. Eligible demolition and site preparation costs incurred by these same parties exceed \$8.5 million. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed use project, including residential, elder community, and various commercial uses (the "*Project*").

D. 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. The cost of Eligible Activities may be incurred by Project Owner, or by persons who acquire all or a portion of the Property from the Property Owner. The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is \$28,740,000 (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 \$18,268,763

E. 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.

F. Act 381 permits the Authority to capture and use the school tax (where applicable) 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*").

G. 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 Property Owner and the City for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source. During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Property Owner 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. The amount reimbursed to Property Owner 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 Property Owner for the cost of Eligible Activities incurred by the Property Owner until the earlier of the Property Owner being fully reimbursed or December 31, 2035. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes. During the term of this Agreement, the Authority shall capture all Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.

3. Reimbursement Process.

(a) The Property Owner shall submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by the Property Owner during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. The Property Owner 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.

(b) Within forty-five (45) days after receiving a Request for Cost Reimbursement, the Authority shall pay to the Property Owner the amounts for which

submissions have been made pursuant to Paragraph 3(a) of this Agreement from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Property as described in Paragraph 1. The Property Owner 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. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made, have been fully paid to the Property Owner or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Property Owner from any other source but may at its sole discretion. If the Authority determines that the requested costs are deemed ineligible for reimbursement, the Authority shall notify the Property Owner in writing of its reasons for rejection within the forty-five (45) day time period for review. The Property Owner shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement.

(c) 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 (except as otherwise provided in the last sentence of this subparagraph 3(c)). The Authority shall have no obligation to reimburse the Property Owner for Eligible Costs or interest from Brownfield TIF Revenue captured and received by the Authority after December 31, 2035. 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 shall only be payable to the extent permitted by the Michigan Strategic Fund ("*MSF*") and/or the Michigan Department of Environmental Quality ("*MDEQ*").

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

4. Allocation of Base Value and Priority of Reimbursements

(a) The initial taxable value of the Property as of the date of this Agreement is \$1,584,900, 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 acres 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 generated by Eligible Activities conducted on that parcel, 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 City's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.

(b) All Requests for Cost Reimbursement submitted by the Property Owner in connection with this Agreement, and all requests for cost reimbursement submitted by future owners of all or any portion of the Property pursuant to separate Development and Reimbursement Agreements, shall be reimbursed in the order in which they are received by the Authority.

(c) 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.

5. Term of Agreement. The Authority's reimbursement to the Property Owner of the Total Eligible Brownfield TIF Costs under this Agreement shall terminate the earlier of the date when all reimbursements to the Property Owner required under this Agreement have been made or December 31, 2035 (the "Term"). If the Term of this Agreement ends before the full reimbursement of all of the Property Owner's 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.

6. Adjustments.

(a) Property Owner 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.

(b) 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 Property Owner 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 the Property Owner. If all amounts due the Property Owner under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Property Owner, the Authority shall invoice the Property Owner for the amount of such

reimbursement and the Property Owner shall pay the Authority such invoiced amount within forty-five (45) days of the Property Owner's receipt of the invoice.

(c) Amounts invoiced and paid to the Authority by the Property Owner pursuant to this Section 6 shall be reinstated as Eligible Activities for which the Property Owner shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

7. 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 shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any notice to the City and the Authority shall be directed to the City Clerk. Any party may change the address by written notice sent by registered or certified mail to the other party.

9. 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 Property Owner may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Property Owner may make a collateral assignment 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 such the Property Owner, (b) owns or controls the Property Owner or (c) is under common ownership or control with the Property Owner. This Agreement shall be binding upon any successors or permitted assigns of the parties.

10. 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 them.

11. Non-Waiver. No delay or failure by any 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.

12. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

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

14. 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.

15. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

16. Electronic Signatures. Executed counterparts of this Agreement delivered by fax or other electronic means shall be considered originals for all purposes.

(Signatures appear on the following page)

WHEREFORE, this Agreement has been executed as of the date first written above.

PURE MUSKEGON, LLC

By: _____

Its: _____

MEMBER

PROPERTY OWNER

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Its: _____

Secretary

AUTHORITY

CITY OF MUSKEGON

By: _____

Its: _____

CITY

(Signature Page to Development and Reimbursement Agreement – Windward Pointe)

EXHIBIT A
IDENTIFICATION OF PROPERTY

Property in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Parcel A:

That part of Blocks 598, 599, 601 and 602 of the Revised Plat of 1903 of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, part of the Southwest $\frac{1}{4}$, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West $\frac{1}{4}$ corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 488.51 feet along the North right-of-way line of Lake Shore Drive (a 66.00 foot wide public right-of-way) to the Place of Beginning; thence North 00 degrees 48 minutes 23 seconds East 310.18 feet perpendicular to said right-of-way line; thence South 88 degrees 56 minutes 12 seconds East 686.80 feet; thence South 05 degrees 19 minutes 28 second East 50.00 feet; thence South 10 degrees 02 minutes 06 seconds East 238.18 feet; thence Westerly 253.57 feet along aforesaid North right-of-way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 85 degrees 29 minutes 33 seconds West 253.20 feet; thence North 89 degrees 11 minutes 37 seconds West 484.81 feet along said right-of-way line to the Place of Beginning. Also subject to railroad right-of-way across subject property.

Parcel B:

That part of Blocks 598, 599, 600, 601 and 602 of the Revised Plat of 1903 of the City of Muskegon (as recorded in Liber 3 of Plats, Page 71) part of the Southwest $\frac{1}{4}$, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West $\frac{1}{4}$ corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 973.32 feet along the North right of way line of Lake Shore Drive (a 66.00 foot wide public right of way); thence Easterly 253.57 feet along said right of way line on a 1367.00 foot radius curve to the left, the chord of which bears North 85 degrees 29 minutes 33 seconds East 253.20 feet to the Place of Beginning; thence North 10 degrees 02 minutes 06 seconds West 238.18 feet; thence North 05 degrees 19 minutes 26 seconds West 50.00 feet; thence North 88 degrees 56 minutes 12 seconds West 591.89 feet; thence North 01 degrees 03 minutes 48 seconds East 1302.28 feet; thence South 85 degrees 18 minutes 57 seconds East 175.31 feet along an intermediate traverse line to the shore of Muskegon Lake; thence South 87 degrees 13 minutes 08 seconds East 497.19 feet along said traverse line; thence South 82 degrees 07 minutes 10 seconds East 151.35 feet along said traverse line to the East line of Block 598; thence South 01 degrees 03 minutes 48 seconds West 1307.84 feet along said East block line; thence South 31 degrees 14 minutes 58 seconds West

74.61 feet; thence South 26 degrees 33 minutes 42 seconds West 44.65 feet; thence South 21 degrees 45 minutes 52 seconds East 119.75 feet; thence Westerly 174.32 feet along aforesaid North right of way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 76 degrees 31 minutes 31 seconds West 174.20 feet to the Place of Beginning. All lands herein described extend to the water's edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Parcel C:

That part of Blocks 601, 602, 603 and 604, of the Revised Plat of 1903 of the City of Muskegon (as recorded in Liber 3 of Plats, Page 71), Sections 34 and 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section to the Northerly right of way line of Lake Shore Drive (a 66.00 foot wide public right of way) to the Place of Beginning; thence North 89 degrees 11 minutes 37 seconds West 19.36 feet along said North right of way line; thence North 89 degrees 00 minutes 09 seconds West 536.05 feet; thence North 89 degrees 13 minutes 46 seconds West 768.17 feet along said North right of way line; thence North 85 degrees 25 minutes 57 seconds West 388.49 feet along said North right of way line; thence North 82 degrees 34 minutes 08 seconds West 448.42 feet along said North right of way line; thence North 85 degrees 52 minutes 47 seconds West 149.07 feet along said North right of way line; thence South 89 degrees 31 minutes 08 seconds West 87.96 feet along said North right of way line; thence North 01 degrees 00 minutes 26 seconds East 53.65 feet to an intermediate traverse line of Muskegon Lake; thence North 02 degrees 04 minutes 37 seconds East 809.35 feet along said traverse line; thence North 72 degrees 15 minutes 37 seconds East 315.95 feet along said traverse line; thence North 69 degrees 10 minutes 35 seconds East 559.46 feet along said traverse line; thence South 06 degrees 30 minutes 50 seconds East 477.00 feet along said traverse line; thence North 77 degrees 43 minutes 53 seconds East 242.00 feet along said traverse line; thence North 07 degrees 47 minutes 31 seconds West 513.00 feet along said traverse line; thence North 72 degrees 30 minutes 24 seconds East 571.33 feet along said traverse line; thence South 71 degrees 00 minutes 41 seconds East 343.90 feet along said traverse line; thence North 80 degrees 16 minutes 18 seconds East 1074.06 feet along said traverse line; thence South 01 degrees 03 minutes 48 seconds West 1302.28 feet; thence North 88 degrees 56 minutes 12 seconds West 94.91 feet; thence South 00 degrees 48 minutes 23 seconds West 310.18 feet; thence North 89 degrees 11 minutes 37 seconds West 488.51 feet along the aforesaid North right of way line to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Property Address: 2400 Lakeshore Drive, City of Muskegon, Muskegon County, Michigan

Property I.D. No.: 24-205-598-0001-00

BROWNFIELD PLAN AMENDMENT

TO CONDUCT

ELIGIBLE MDEQ & MSF ENVIRONMENTAL ACTIVITIES

WINDWARD POINTE REDEVELOPMENT
2400 LAKESHORE DRIVE
MUSKEGON, MICHIGAN 49441

CITY OF MUSKEGON

BROWNFIELD REDEVELOPMENT AUTHORITY

Revision Date: February 8, 2017

Prepared by:

Lakeshore Environmental, Inc.
800 Monroe Street NW, Suite 120
Grand Rapids, Michigan 49503
Contact Person: Kirk W. Perschbacher
Email: kirkp@lakeshoreenvironmental.com
Phone: 616-844-5050

Project #: 15-3147-01

TABLE OF CONTENTS

1.0 Introduction and Purpose	1
1.1 Proposed Redevelopment and Future Use.....	1
1.2 Eligible Property Information	2
1.2.1 Property Eligibility and Location	2
1.2.2 Current Ownership	2
1.2.3 Proposed Future Ownership	3
1.2.4 Delinquent Taxes, Interest, and Penalties	3
1.2.5 Existing and Proposed Future Zoning	3
1.3 Historical and Previous Use and Owner of the Eligible Property	3
1.3.1 Historical Use	3
1.3.2 Previous Ownership	3
1.4 Current Use of the Eligible Property	3
1.5 Site Conditions and Known Environmental Contamination Summary	4
1.6 Functionally Obsolete, Blighted and/or Historic Conditions	4
2.0 Scope of Work and Costs.....	5
2.1 DEQ Eligible Activities	5
2.1.1 BEA Activities	5
2.1.2 Due Care Activities	5
2.1.3 Interest.....	7
2.1.4 Develop/Prepare Act 381 Brownfield Plan Amendment.....	7
2.2 MSF Eligible Activities	7
2.3 Local Only Eligible Activities.....	7
2.4 Eligible Activities Costs and Schedules	7
2.4.1 Schedule of MDEQ & MSF Eligible Activities	8
3.0 Tax Increment Revenue Analysis.....	10
3.1 Captured Taxable Value and Tax Increment Revenues Estimates	10
3.2 Combined Plan Financing Method.....	10
3.3 Note or Bonded Indebtedness.....	10
3.4 Tax Increment Revenues Capture Period	10
3.5 Impact of Tax Increment Financing	11
3.6 LSRRF Proposed Use	11

4.0 Relocation.....	12
4.1 Current Residents and Displacement	12
4.2 Displaced Persons Relocation Plan	12
4.3 Relocation Cost Provisions.....	12
4.4 Compliance with Michigan’s Relocation Assistance Law	12

EXHIBITS

FIGURES

Figure 1	Scaled Property Location Map
Figure 2	Eligible Property Map
Figure 3	Preliminary Concept Rendering
Figure 4	Known Contamination Maps
Figure 5	Historical Aerial Photographs

TABLES

Table 1	MDEQ & MSF Eligible Activities
Table 2	Tax Increment Financing Estimates and Schedule

ATTACHMENTS

Attachment A	Resolution Approving Brownfield Plan Amendment
Attachment B	Development and Reimbursement Agreement

1.0 INTRODUCTION AND PURPOSE

The City of Muskegon, Michigan (the “City”) has established the City of Muskegon Brownfield Redevelopment Authority (the “MBRA”) pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). Formation of the MBRA allows the City, MBRA, and Owners the opportunity to take advantage of the incentives and tools available under Act 381 for the purpose of encouraging the redevelopment of eligible property.

As such, this Brownfield Plan Amendment (the “Plan”) has been prepared to satisfy the requirements of Act 381 for including the eligible property described in Section 1.2.1 and designated as 2400 Lakeshore Drive, City of Muskegon, Muskegon County, Michigan (the “Property” or “Eligible Property”), into a Plan, to be implemented by the City, that facilitates the use of tax increment revenues for reimbursement of eligible activities under Act 381. Implementation of this Plan will enable Pure Muskegon (PM), the new owner (“the Owner”), to invest significant private funds in safely revitalizing this Property, commonly referred to as a “Brownfield.” Redevelopment of the Property will spur economic growth and job creation for the benefit of the residents of the City and associated taxing units, and will improve the environmental and aesthetic conditions of the Property.

This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the owner or future developer, or proposed use of the Eligible Property shall not necessitate an amendment to this Plan, affect the application of this Plan to the Eligible Property, or impair the rights available to the MBRA under the Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(1) and 15(25) of Act 381.

1.1 Proposed Redevelopment and Future Use

PM and the City of Muskegon desire a mix of uses for the Property, which could include, but are not limited to the following:

- Residential – ranging from single family living to continuing care retirement facilities (potentially including independent living, assisted living, and nursing home care); types of living areas may consist of exclusive waterfront, detached/attached, mixed density, and rental/ownership
- Commercial - offices, retail, restaurants, marinas, and marina related businesses

- Recreational - park and open greenspace, and boating opportunities

Private investment in the completed project is projected at approximately \$200,000,000, and upwards of 50 permanent full time jobs and countless construction jobs will be generated.

A scaled Property Location Map and Eligible Property Map are provided as Figures 1 and 2, respectively. A Preliminary Concept Rendering is provided as Figure 3.

1.2 Eligible Property Information

The following sections provide details on the Eligible Property location, ownership and use.

1.2.1 Property Eligibility and Location

Under Section 2(q) of Act 381, the Property meets the definition of a facility and is considered an “Eligible Property” (as defined by Act 381, Section 2(o)). The Property is not comprised of adjacent or contiguous parcels.

The Eligible Property is located at 2400 Lakeshore Drive, City of Muskegon, Muskegon County, Michigan (Sections 26 & 27, Township 10 N, Range 17 W). More specifically, the Property consists of approximately 119 acres of contiguous industrial land with nearly 1.0 mile of frontage along Muskegon Lake. The parcel number for the Eligible Property is 24-205-598-0001-00 (see Figures 1 and 2).

The legal description of the Property is provided below:

CITY OF MUSKEGON REVISED PLAT OF 1903 BLKS 598 599 600 601 602 603 & 604 EXC WLY 260 FT ALSO RICHARDS ST VAC FROM N LN LAKESHORE DR TO SHORE OF MUSKEGON LAKE EXC C&O ROW ALSO LOT 19 BLK 597 EXC COM @ SE COR SD LOT 19 TH NWLY ON ELY LN SD LOT 125 FT TH WLY 70 FT TH SELY 125 FT TO S LN SD LOT TH ELY 70 FT TO BEG SUBJ TO UTILITY ESMT 2251/225 SUBJ TO UTILITY ESMT 2251/228

1.2.2 Current Ownership

The Property is owned by Pure Muskegon, LLC. PM have owned the Property since July 2016. Contact information is provided below.

Pure Muskegon, LLC
1218 East Pontaluna Road Suite B
Norton Shores, MI 49456

1.2.3 Proposed Future Ownership

PM may be transferring all or portions of the Property to prospective developers.

1.2.4 Delinquent Taxes, Interest, and Penalties

There are no known delinquent taxes, interest or penalties associated with the Property.

1.2.5 Existing and Proposed Future Zoning

The Property is currently zoned industrial. Future property use will be approved by the City of Muskegon prior to any specific proposed development.

1.3 Historical Use and Previous Use Ownership of the Eligible Property

1.3.1 Historical Use

The Property was developed in 1874 as Rogers Sawmill. Central Paper Company began paper production in 1899. S.D. Warren purchased the Property from Central Paper Company in 1953, and Sappi Fine Paper (Sappi) purchased the Property from S.D. Warren in 1994. Sappi shut down the pulp mill in 2005, and discontinued all operations in 2009. Melching, the most recent former Property owner, purchased the Sappi facility on August 25, 2011. Since the date of purchase, Melching has been conducting demolition activities.

1.3.2 Previous Ownership

Owner	Approximate Dates
Rogers Sawmill	1874-1899
Central Paper Company	1899-1953
S.D. Warren	1953-1994
Sappi Fine Paper	1994-2011
Melching, Inc.	2011-2016
Pure Muskegon, LLC	2016-present

1.4 Current Use of the Eligible Property

Current Property activities include finishing the demolition of the former buildings, footing and foundations by Melching, Inc., and is scheduled to be completed in July

2016. Site preparation activities, including due care investigation, are also being undertaken at the current time.

1.5 Site Conditions and Known Environmental Contamination Summary

Between April 2012 and September 2014, numerous environmental investigations have occurred on the Property to further evaluate the 19 known items of concern, the lime storage pile (LSP), and the coal storage areas. These investigations have included sampling and analysis of soil, groundwater, surface water, and sediments. Investigations at the Property have focused on the area encompassing all of the known releases, which were located in the central portion of the Property. However, additional data has been collected outside of the area of known releases as part of on-going due care activities at the Property. A minimum of 15 reports have been submitted to the DEQ to summarize environmental activities at the Property, including a Closure Report, which was submitted in draft form in November 2014. Data provided in the Closure Report demonstrated that no chemicals of concern (COC) are leaving the Property above applicable criteria, with one exception, the hydronium ion (pH). High pH groundwater caused by lime in the LSP is present below the LSP and migrates in a northwest direction off-Property into the sediments of Muskegon Lake. The high pH groundwater does not have a measurable effect on the actual surface water in Muskegon Lake. The high pH groundwater at the LSP is being addressed through source removal, neutralization, cover of the LSP, natural attenuation, and a groundwater treatment system. It is anticipated that closure of the LSP will be achieved by the end of 2017.

1.6 Functionally Obsolete, Blighted and/or Historic Conditions

The Property is a facility and has not been designated by the City as functionally obsolete, blighted, or a Property of significant historical significance.

2.0 SCOPE OF WORK AND COSTS

2.1 DEQ Eligible Activities

As a result of the investigation work and considering the Owner's desire to properly redevelop the Property, due care and response activities are necessary to prevent exacerbation and unacceptable exposure to materials hazardous to human health, safety, and the environment. New school and local tax increment revenues generated from the increase in taxable value following redevelopment will be captured to pay back the eligible activity costs incurred by the Owner.

School tax capture proposed for purposes of Owner reimbursement will be to the extent permitted under Act 381. The MBRA intends to capture the full school operating and state education taxes (SET); however, three mills of the SET will be transferred to the Michigan Department of Treasury for deposit into the State Brownfield Redevelopment Fund and will not be utilized for reimbursement relating to eligible activity costs associated with this project.

Specific details related to the eligible activities in this Plan are discussed in the following subsections.

2.1.1 BEA Activities

Phase I ESA, Phase II ESA & Baseline Environmental Assessment (BEA)

The Owner completed an AAI ASTM E1527-13 Phase I ESA, a Phase II ESA and a BEA related to the known soil/groundwater contamination at the Property.

The cost to complete current and future BEA Activities are detailed in Table 1.

2.1.2 Due Care/ Additional Response Activities

Additional Due Care Sampling/Investigation

Additional soil and groundwater sampling will be necessary to: (1) properly manage unforeseen environmental conditions encountered during redevelopment of the Property, (2) address soil/groundwater contamination as it relates to ongoing due care, and (3) assess soil and groundwater in redevelopment areas where limited data exists.

Sheeting and Shoring

Due to unstable fill material (both shallow subsurface and at depth) and the shallow depth of groundwater across the Property, sheeting and shoring will be required to safely conduct response activities during redevelopment.

Contaminated Soil Removal

In accordance with Section 20107a of Part 201, it may be necessary to excavate and properly dispose (at a Type II landfill) impacted soils that are unable to be utilized at the Property. The contaminated soil will need to be transported to a Type II landfill for disposal (i.e. Muskegon County Landfill, Muskegon MI or Ottawa County Farms Landfill, Coopersville, Michigan). Although the cost of excavating soil is a planned development cost (not an MDEQ eligible activity), the need to transport and dispose of the contaminated soil to a Type II landfill is an extra Owner incurred cost that is eligible for reimbursement.

To prevent exacerbation and unacceptable exposures, clean material will be used to replace the impacted soils in the areas where contaminated soil is removed.

Dewatering

To prevent exacerbation and unacceptable exposures from occurring as a result of dewatering required for redevelopment, all construction derived groundwater from dewatering exercises will be sent to the local sanitary sewer system for treatment, which has been determined to be the most cost effective means of management.

While the actual dewatering costs are not an eligible activity, the need to transport and dispose the contaminated groundwater to the sanitary sewer system are eligible MDEQ activities.

Stormwater Best Management Practices

As the Property is located along Muskegon Lake and due to impacted soils/groundwater the Property, additional costs for stormwater best management practices will be incurred in order to prevent exacerbation and negative effects on Muskegon Lake.

Exposure Barriers

Due to the presence of impacted soils/groundwater across the Property, exposure barriers may be required in redevelopment areas to prevent unacceptable exposure to contamination. The exposure barriers will also prevent exacerbation of the contamination.

2.1.3 Interest

Interest capture by the Owner is based on a rate not to exceed 5% per year on unreimbursed MDEQ eligible activities.

2.1.4 Develop/Prepare Act 381 Brownfield Plan Amendment

To capture local and school tax increment revenue generated from the proposed redevelopment for MBRA and Owner reimbursement of MDEQ eligible activity costs, it was necessary to develop/prepare this Plan pursuant to Act 381 guidelines.

2.2 Michigan Strategic Fund (MSF) Eligible Activities

2.2.1 Demolition

The City of Muskegon is considered a Qualified Local Governmental Unit (QLUG). Therefore, demolition that is not a response activity is an eligible activity for reimbursement. Though not currently identified, there may be demolition activities of the Property.

2.2.2 Infrastructure Improvements

Infrastructure improvements for the Property are eligible for reimbursement. Due to the large scale development of Windward Pointe, significant new infrastructure improvements will be required. All existing obsoleted industrial infrastructure at the Property will be removed.

2.2.3 Site Preparation

Site Preparation improvements for the Property are eligible for reimbursement. Due to the extent of fill material at the Property, and the topographic variations across the Property, significant Site Preparation costs are and will be incurred for the new development.

2.2.4 Interest

Interest capture by the Owner is based on a rate not to exceed 5% per year on unreimbursed MSF non-environmental eligible activities.

2.3 Local Only Eligible Activities

Activities utilizing local taxes only are limited to the MBRA Administration Fees.

2.4 Eligible Activities Costs and Schedules

The following subsections present the proposed schedule to complete the Project and the associated costs.

2.4.1 Schedule of MDEQ & MSF Eligible Activities

Eligible BEA and Due Care activities started in 2016 and are continuing. Additional Response Activities and Site preparation activities will be ongoing with Site buildout and with applicable City and State approvals.

MDEQ Eligible Activities

MDEQ Eligible Activity	Estimated Cost
BEA Activities	\$300,000
Due Care /Additional Activities	\$10,100,000
MDEQ Eligible Activities Sub-Total	\$10,400,000
Contingency (15%) ¹	\$1,560,000
Interest ²	\$7,565,240
Brownfield Plan Amendment and Act 381 Work Plan Preparation	\$30,000
MDEQ ELIGIBLE ACTIVITIES TOTAL COST	\$19,555,240

¹ - The contingency only pertains to the BEA and Due Care/Additional Response Activities.

² - Interest captured at a rate not to exceed 5% per year.

MSF Eligible Activities

Eligible Activity	Estimated Cost
Demolition	\$750,000
Infrastructure Improvements	\$5,000,000
Site Preparation	\$6,950,000
MSF Eligible Activities Sub-Total	\$12,700,000
Contingency (15%) ¹	\$1,905,000
Interest ²	\$10,703,523
MSF ELIGIBLE ACTIVITIES TOTAL COST	\$25,308,523

¹ - The contingency only pertains to the Demolition, Infrastructure Improvements and Site Preparation.

² - Interest captured at a rate of 5% per year.

The cost of the MDEQ eligible activities described above is estimated at **\$19,555,240** and cost of the MSF non-environmental eligible activities described above is estimated at **\$25,308,523**. Reimbursement of previously incurred eligible activity costs will only occur if a Development and Reimbursement Agreement is executed.

A breakdown of the eligible activities and the estimated cost of each eligible activity intended to be paid for with tax increment revenues from the Property is provided in Table 1. Table 2 details the planned tax increment revenue capture associated with the Plan that is consistent with Act 381.

3.0 TAX INCREMENT REVENUE ANALYSIS

3.1 Captured Taxable Value and Tax Increment Revenues Estimates

Based on the total projected Owner investment of approximately **\$200,000,000** (divided over an approximately 10 year period), it is anticipated that approximately **\$70,000,000** of new taxable value (which also includes personal property taxes) will be available for tax increment revenue capture. The tax increment revenue captured will be used to reimburse the Owner for eligible activity costs and the MBRA for administrative expenses. The estimated MDEQ and MSF Eligible Activity costs for purposes of this Plan, and in accordance with Act 381 are **\$44,863,763**.

Owner reimbursement under this Plan will be in accordance with a Development and Reimbursement Agreement established between the Owner and the MBRA. It is anticipated that tax increment revenue capture will commence in **2019** and end in **2040**, which includes an additional full five years of capture for the MBRA Local Site Remediation Revolving Fund (LSRRF). Table 2 summarizes the tax increment capture plan.

The actual tax increment captured will be based on taxable value set through the Property assessment process by the local unit of government and equalized by the County and millage rates set each year by the various taxing jurisdictions.

3.2 Brownfield Plan Amendment Financing Method

The costs of the Plan will be financed by the Owner or future owners/developers. Additional grants, loans or bonding may be considered to address eligible activities.

3.3 Note or Bonded Indebtedness

Additional grants, loans or bonding may be considered to address eligible activities.

3.4 Tax Increment Revenues Capture Period

Act 381 provides that a Plan Amendment shall not exceed a maximum of 35 years following the date of the resolution approving the Plan Amendment, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years from the beginning date of capture. Furthermore, the beginning date of the capture of tax increment revenues shall be no later than five years after the date of the resolution approving the Plan Amendment.

Given the estimated costs of eligible activities and projected private investment for this project, it is estimated that tax capture will occur for a period of approximately 19 years with the potential to extend the tax capture period an additional 5 years for the MBRA

LSRRF. As permitted under Act 381, the base year for the Plan Amendment will be 2017. The capture will extend until all eligible activities are paid in full or 30 years, whichever is earlier. The MBRA will continue tax revenue capture for the LSRRF a full 5 years after eligible activity payoff.

3.5 Impact of Tax Increment Financing

It is the intent of the MBRA to collect only so much tax increment revenues as are required to: (i) reimburse the approved costs for eligible activities incurred by the MBRA and the Owner pursuant to this Plan and any Development and Reimbursement Agreement, and (ii) pay into the State Brownfield Redevelopment Fund as described in Act 381. This Plan may be amended in accordance with Act 381, as necessary. Estimated eligible activity costs are provided in Table 1. Estimates of the captured taxable values and tax increment revenues are provided in Table 2.

3.6 LSRRF Proposed Use

The MBRA will capture a full five years of tax increment revenue generated from this Project for deposit in the MBRA's LSRRF. The LSRRF capture by the MBRA will be used to fund eligible activities at eligible properties throughout the County.

4.0 RELOCATION

4.1 Current Residents and Displacement

There are no current residents to be displaced.

4.2 Displaced Persons Relocation Plan

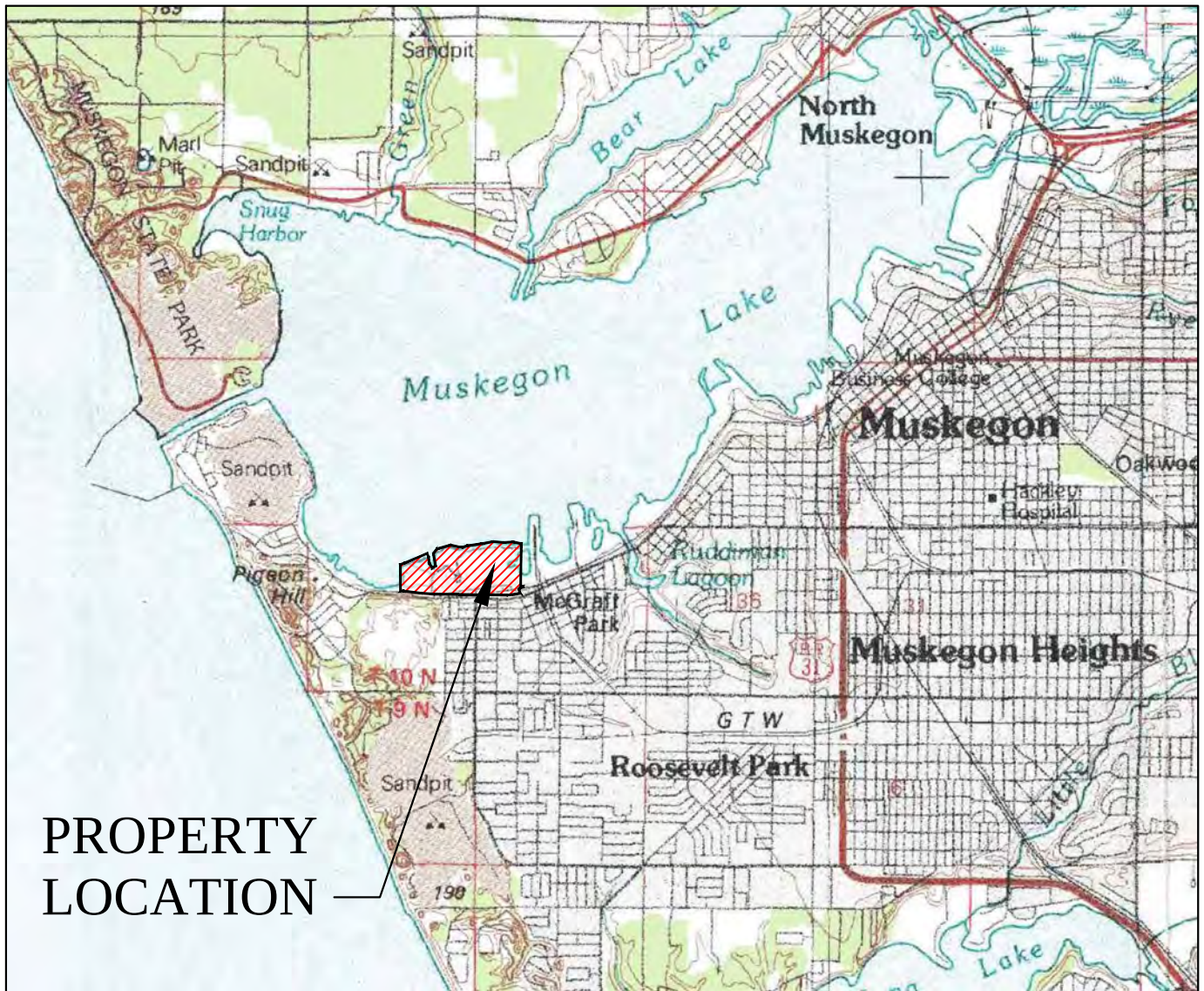
Not applicable.

4.3 Relocation Cost Provisions

Not applicable.

4.4 Compliance with Michigan's Relocation Assistance Law

Not applicable.

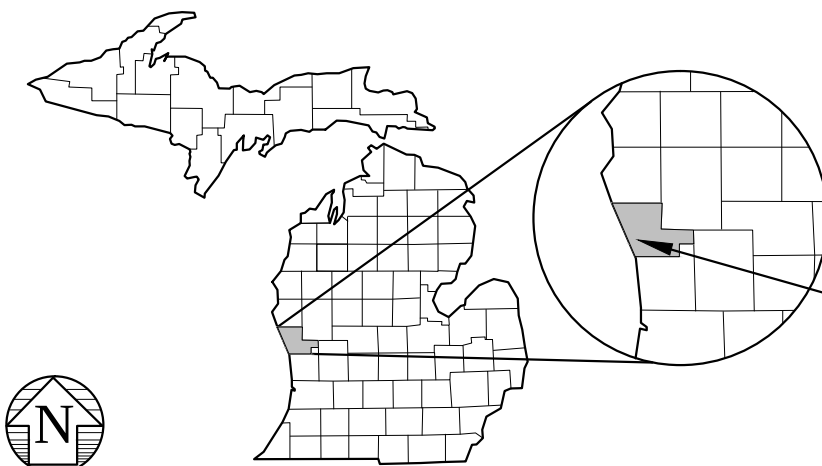


USGS TOPO 30x60 QUAD
MUSKEGON MICH 1982

0 5,280' 10,560'



SCALE: 1" = 1 MILE



CITY OF MUSKEGON,
MUSKEGON COUNTY,
MICHIGAN



PROPERTY LOCATION MAP

2400 LAKESHORE DRIVE
MUSKEGON, MI 49441

JOB 15-3147-01

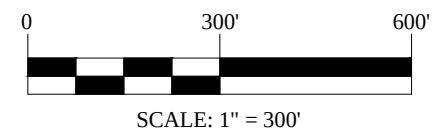
JANUARY 2017

FIGURE 1

MUSKEGON LAKE

PROPERTY
BOUNDARY,
TYPICAL

LAKESHORE DRIVE



ELIGIBLE PROPERTY MAP

2400 LAKESHORE DRIVE
MUSKEGON, MICHIGAN

JOB 17-3147

JANUARY 2017

FIGURE 2

AERIAL IMAGERY GOOGLEEARTH DATE OF PHOTOGRAPHY - 4/15/2016
BOUNDARY ADAPTED FROM MOORE AND BRUGGINK PROJECT # 946155.3 - JUNE 2010

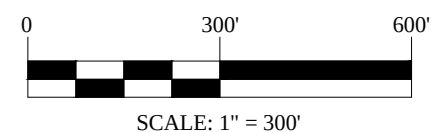


MUSKEGON LAKE



AERIAL IMAGERY GOOGLEEARTH DATE OF PHOTOGRAPHY - 4/15/2016
BOUNDARY ADAPTED FROM MOORE AND BRUGGINK PROJECT # 946155.3 - JUNE 2010

 AREAS OF KNOWN CONTAMINATION



KNOWN CONTAMINATION MAP

2400 LAKESHORE DRIVE
MUSKEGON, MICHIGAN

JOB 17-3147

JANUARY 2017

FIGURE 4



Aerial Looking East



Aerial Looking West



Muskegon
Country Club


WINDWARD POINTE

TABLES

Table 1-	MDEQ & MSF Eligible Activities
Table 2-	Tax Increment Financing Estimates and Schedule

Table 1
TIF Eligible Reimbursement Activities
2400 Lakeshore Drive, Muskegon, Muskegon County, MI
Windward Pointe Redevelopment

	Developer Incurred Costs	Total Reimbursable School/Local Tax Capture		Total Local Only Tax Capture	Total TIF Capture
		Environmental Activity Costs	Non-Environmental Activity Costs		
Eligible Activity		MDEQ Act 381 Eligible Activities	MSF Act 381 Eligible Activities	Local Act 381 Eligible Activities	Total TIF Capture
Preparation of Brownfield Plan Amendment and Act 381 Workplan					
Preparation of Brownfield Plan Amendment and Act 381 Workplan	\$30,000	\$30,000			\$30,000
Baseline Environmental Assessment Activities					
Phase I ESA, Phase II ESA, BEA	\$300,000	\$300,000			\$300,000
Due Care/Additional Response Activities					
Due Care Investigation (additional costs related to contamination)	\$1,000,000	\$1,000,000			\$1,000,000
Sheeting and Shoring	\$3,500,000	\$3,500,000			\$3,500,000
Contaminated Soil Management (transport, disposal and backfill)	\$1,500,000	\$1,500,000			\$1,500,000
Dewatering (treatment and discharge)	\$1,750,000	\$1,750,000			\$1,750,000
Stormwater Management Practices (additional costs related to contamination)	\$1,250,000	\$1,250,000			\$1,250,000
Exposure Barriers	\$1,100,000	\$1,100,000			\$1,100,000
Non-Environmental Activities					
Demolition	\$750,000		\$750,000		\$750,000
Infrastructure Improvements	\$5,000,000		\$5,000,000		\$5,000,000
Site Preparation	\$6,950,000		\$6,950,000		\$6,950,000
Project Sub-Total	\$23,130,000	\$10,430,000	\$12,700,000		\$23,130,000
Interest (rate not to exceed 5% per year for MDEQ eligible activities)	\$7,565,240	\$7,565,240			\$7,565,240
Interest (rate not to exceed 5% per year for MSF eligible activities)	\$10,703,523		\$10,703,523		\$10,703,523
Contingency 15% (MDEQ Eligible Activities)	\$1,560,000	\$1,560,000			\$1,560,000
Contingency 15% (MSF Eligible Activities)	\$1,905,000		\$1,905,000		\$1,905,000
MBRA Administrative Fees				\$240,000	\$240,000
Total Costs	\$44,863,763	\$19,555,240	\$25,308,523	\$240,000	\$45,103,763
Department of Treasury- State Brownfield Redevelopment Fund					\$3,934,734
MBRA LSRRF					\$21,091,972
Total ACT 381 TIF Capture	\$44,863,763	\$19,555,240	\$25,308,523	\$240,000	\$70,130,469

MDEQ: Michigan Department of Environmental Quality

MSF: Michigan Strategic Fund

MBRA: City of Muskegon Brownfield Redevelopment Authority

LSRRF: Local Site Remediation Revolving Loan Fund

TIF: Tax Increment Financing

Table 2
Tax Increment Financing (TIF) Estimates and Schedule
2400 Lakeshore Drive, City of Muskegon, Muskegon County, Michigan
Windward Pointe Redevelopment

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Land and Real Property Taxable Value	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	\$1,584,900	
Commercial Tax Increment Value (increase of 1.5% per year)	\$0	\$0	\$0	\$7,000,000	\$14,000,000	\$21,000,000	\$28,000,000	\$35,000,000	\$42,000,000	\$49,000,000	\$56,000,000	\$63,000,000	\$70,000,000	\$71,050,000	\$72,115,750	\$73,197,486	\$74,295,449	\$75,409,880	\$76,541,028	\$77,689,144	\$78,854,481	\$80,037,298	\$81,237,858	\$82,456,426	\$83,693,272	
Estimated New Taxable Value (increase of 1.5% per year)	\$1,584,900	\$1,584,900	\$1,584,900	\$8,584,900	\$15,584,900	\$22,584,900	\$29,584,900	\$36,584,900	\$43,584,900	\$50,584,900	\$57,584,900	\$64,584,900	\$71,584,900	\$72,634,900	\$73,700,650	\$74,782,386	\$75,880,349	\$76,994,780	\$78,125,928	\$79,274,044	\$80,439,381	\$81,622,198	\$82,822,758	\$84,041,326	\$85,278,172	
Local Taxes- Millages (mills)																										Total
County Operating	5.6984	\$0	\$0	\$39,889	\$79,778	\$119,666	\$159,555	\$199,444	\$239,333	\$279,222	\$319,110	\$358,999	\$398,888	\$404,871	\$410,944	\$417,109	\$423,365	\$429,716	\$436,161	\$442,704	\$449,344	\$456,085	\$462,926	\$469,870	\$476,918	\$7,473,896
County Museum	0.3221	\$0	\$0	\$2,255	\$4,509	\$6,764	\$9,019	\$11,274	\$13,528	\$15,783	\$18,038	\$20,292	\$22,547	\$22,885	\$23,228	\$23,577	\$23,931	\$24,290	\$24,654	\$25,024	\$25,399	\$25,780	\$26,167	\$26,559	\$26,958	\$422,459
County Veterans	0.0752	\$0	\$0	\$526	\$1,053	\$1,579	\$2,106	\$2,632	\$3,158	\$3,685	\$4,211	\$4,738	\$5,264	\$5,343	\$5,423	\$5,504	\$5,587	\$5,671	\$5,756	\$5,842	\$5,930	\$6,019	\$6,109	\$6,201	\$6,294	\$98,631
County Quality of Life	0.2600	\$0	\$0	\$1,820	\$3,640	\$5,460	\$7,280	\$9,100	\$10,920	\$12,740	\$14,560	\$16,380	\$18,200	\$18,473	\$18,750	\$19,031	\$19,317	\$19,607	\$19,901	\$20,199	\$20,502	\$20,810	\$21,122	\$21,439	\$21,760	\$341,010
Community College	2.2037	\$0	\$0	\$15,426	\$30,852	\$46,278	\$61,704	\$77,130	\$92,555	\$107,981	\$123,407	\$138,833	\$154,259	\$156,573	\$158,921	\$161,305	\$163,725	\$166,181	\$168,673	\$171,204	\$173,772	\$176,378	\$179,024	\$181,709	\$184,435	\$2,890,325
Central Dispatch	0.3000	\$0	\$0	\$2,100	\$4,200	\$6,300	\$8,400	\$10,500	\$12,600	\$14,700	\$16,800	\$18,900	\$21,000	\$21,315	\$21,635	\$21,959	\$22,289	\$22,623	\$22,962	\$23,307	\$23,656	\$24,011	\$24,371	\$24,737	\$25,108	\$393,473
MAISD	4.7580	\$0	\$0	\$33,306	\$66,612	\$99,918	\$133,224	\$166,530	\$199,836	\$233,142	\$266,448	\$299,754	\$333,060	\$338,056	\$343,127	\$348,274	\$353,498	\$358,800	\$364,182	\$369,645	\$375,190	\$380,817	\$386,530	\$392,328	\$398,213	\$6,240,488
City Operating	10.0875	\$0	\$0	\$70,613	\$141,225	\$211,838	\$282,450	\$353,063	\$423,675	\$494,288	\$564,900	\$635,513	\$706,125	\$716,717	\$727,468	\$738,380	\$749,455	\$760,697	\$772,108	\$783,689	\$795,445	\$807,376	\$819,487	\$831,779	\$844,256	\$13,230,544
City Sanitation	3.0000	\$0	\$0	\$21,000	\$42,000	\$63,000	\$84,000	\$105,000	\$126,000	\$147,000	\$168,000	\$189,000	\$210,000	\$213,150	\$216,347	\$219,592	\$222,886	\$226,230	\$229,623	\$233,067	\$236,563	\$240,112	\$243,714	\$247,369	\$251,080	\$3,934,734
Hackley Library	2.4000	\$0	\$0	\$16,800	\$33,600	\$50,400	\$67,200	\$84,000	\$100,800	\$117,600	\$134,400	\$151,200	\$168,000	\$170,520	\$173,078	\$175,674	\$178,309	\$180,984	\$183,698	\$186,454	\$189,251	\$192,090	\$194,971	\$197,895	\$200,864	\$3,147,787
Sub Total- Local	29.1049	\$0	\$0	\$203,734	\$407,469	\$611,203	\$814,937	\$1,018,672	\$1,222,406	\$1,426,140	\$1,629,874	\$1,833,609	\$2,037,343	\$2,067,903	\$2,098,922	\$2,130,406	\$2,162,362	\$2,194,797	\$2,227,719	\$2,261,135	\$2,295,052	\$2,329,478	\$2,364,420	\$2,399,886	\$2,435,884	\$38,173,349
School Taxes- Millages (mills)																										
School Operating	18.0000	\$0	\$0	\$126,000	\$252,000	\$378,000	\$504,000	\$630,000	\$756,000	\$882,000	\$1,008,000	\$1,134,000	\$1,260,000	\$1,278,900	\$1,298,084	\$1,317,555	\$1,337,318	\$1,357,378	\$1,377,739	\$1,398,405	\$1,419,381	\$1,440,671	\$1,462,281	\$1,484,216	\$1,506,479	\$23,608,405
State Education Tax*	6.0000	\$0	\$0	\$42,000	\$84,000	\$126,000	\$168,000	\$210,000	\$252,000	\$294,000	\$336,000	\$378,000	\$420,000	\$426,300	\$432,695	\$439,185	\$445,773	\$452,459	\$459,246	\$466,135	\$473,127	\$480,224	\$487,427	\$494,739	\$502,160	\$7,869,468
Sub Total- School	24.0000	\$0	\$0	\$168,000	\$336,000	\$504,000	\$672,000	\$840,000	\$1,008,000	\$1,176,000	\$1,344,000	\$1,512,000	\$1,680,000	\$1,705,200	\$1,730,778	\$1,756,740	\$1,783,091	\$1,809,837	\$1,836,985	\$1,864,539	\$1,892,508	\$1,920,895	\$1,949,709	\$1,978,954	\$2,008,639	\$31,477,874
Millages not collected**	7.9400	\$0	\$0	\$55,580	\$111,160	\$166,740	\$222,320	\$277,900	\$333,480	\$389,060	\$444,640	\$500,220	\$555,800	\$564,137	\$572,599	\$581,188	\$589,906	\$598,754	\$607,736	\$616,852	\$626,105	\$635,496	\$645,029	\$654,704	\$664,525	\$10,413,930
Combined Total	53.1049	\$0	\$0	\$371,734	\$743,469	\$1,115,203	\$1,486,937	\$1,858,672	\$2,230,406	\$2,602,140	\$2,973,874	\$3,345,609	\$3,717,343	\$3,773,103	\$3,829,700	\$3,887,145	\$3,945,452	\$4,004,634	\$4,064,704	\$4,125,674	\$4,187,559	\$4,250,373	\$4,314,128	\$4,378,840	\$4,444,523	\$69,651,222
Reimbursement/Payback Schedule																										
TIF Management Administrative Fee (captured by MBRA)																										
Local Taxes	\$20,000	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	240,000
MDEQ/Act 381 Environmental Eligible Activities																										
Local Taxes		0	0	96,867	198,734	300,601	402,469	504,336	606,203	708,070	809,937	911,804	1,013,672	1,028,952	1,044,461	1,060,203	1,076,181	1,092,399		447,773						11,302,660
State Taxes		0	0	73,500	147,000	220,500	294,000	367,500	441,000	514,500	588,000	661,500	735,000	746,025	757,215	768,574	780,102	791,804		366,359						8,252,579
Un-reimbursed Environmental Activities	\$11,990,000	11,990,000	12,541,540	12,948,084	13,197,961	13,283,966	13,198,560	12,933,858	12,481,612	11,833,197	10,979,586	9,911,343	8,618,593	7,240,072	5,771,439	4,208,149	2,545,441	778,329	0							
Interest (5% of unreimbursed activities)	\$7,565,240	551,540	576,911	595,612	607,106	611,062	607,134	594,957	574,154	544,327	505,061	455,922	396,455	333,043	265,486	193,575	117,090	35,803								
Total	\$19,555,240																									19,555,240
MSF Act 381 Non-Environmental Eligible Activities																										
Local Taxes		0	0	96,867	198,734	300,601	402,469	504,336	606,203	708,070	809,937	911,804	1,013,672	1,028,952	1,044,461	1,060,203	1,076,181	1,092,399		1,769,946		1,703,471				14,328,305
State Taxes		0	0	73,500	147,000	220,500	294,000	367,500	441,000	514,500	588,000	661,500	735,000	746,025	757,215	768,574	780,102	791,804		1,700,248		1,393,749				10,980,217
Un-reimbursed Environmental Activities	\$14,605,000	14,605,000	15,276,830	15,809,197	16,190,686	16,414,356	16,472,948	16,358,868	16,064,173	15,580,554	14,899,323	14,011,387	12,907,240	11,725,996	10,463,716	9,116,270	7,679,336	6,148,383	2,961,013	0						
Interest (5%)	\$10,703,523	671,830	702,734	727,223	744,772	755,060	757,756	752,508	738,952	716,706	685,369	644,524	593,733	539,396	481,331	419,348	353,249	282,826	136,207							
Total	\$25,308,523																									25,308,523
Dept. of Treasury - State Brownfield Redevelopment Fund (3 mills of SET capture)																										
School Education Tax	\$3,934,734	0	0	21,000	42,000	63,000	84,000	105,000	126,000	147,000	168,000	189,000	210,000	213,150	216,347	219,592	222,886	226,230	229,623	233,067	236,563	240,112	243,714	247,369	251,080	\$3,934,734
MBRA Local Site Remediation Revolving Loan Fund (LSRRF)																										
Local Taxes	\$12,322,383																			\$547,664	\$2,285,052	\$2,319,478	\$2,354,420	\$2,389,886	\$2,425,884	12,322,383
State Taxes	\$8,769,589																			\$237,723	\$1,655,944	\$1,680,783	\$1,705,995	\$1,731,585	\$1,757,559	8,769,589
Total	\$21,091,972																									21,091,972

ATTACHMENTS

Attachment A- Resolutions Approving Brownfield Amendment

Attachment B- Development and Reimbursement Agreement

Commission Meeting Date: March 28, 2017

Date: March 23, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to add parcels to the City's existing groundwater ordinance – Burgess-Norton

SUMMARY OF REQUEST:

The City has received a petition from Burgess-Norton Mfg. Co., Inc to designate 711 parcels under the water supplies ordinance. These parcels are associated with the former Standard Automotive Parts Company at 660 Nims St. The ordinance prohibits the use of groundwater wells and secondary water supplies under certain circumstances and in certain locations, to prevent exposure to contaminated groundwater, as well as to prevent wells from influencing the movement of contaminated water. Notice was sent to the affected addresses prior to this meeting.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the ordinance amendment to include the additional 711 parcels.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

An ordinance amending the City Code of Ordinances by adding to Ordinance No. 2039 (Muskegon City Code of Ordinances Section 34, Article III) certain identifying "Appendix Maps" and descriptions of properties determined to be "affected premises" on which groundwater wells are prohibited unless excepted under Section 34-65 due to the contamination or potential contamination of said groundwater. The said Ordinance No. 2039 is amended by this Ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. The properties identified in this amending ordinance are determined to be affected premises within the meaning of and regulated in accordance with, Ordinance No. 2039 or any successor ordinance prohibiting wells on such premises. The said affected premises are included in Attachment A.
2. Attached to this ordinance and incorporated herein are Appendix Maps locating the affected premises and their legal descriptions.
3. This ordinance shall be effective ten (10) days after publication. In the event any part of this ordinance is finally determined to be invalid or unenforceable by a court having jurisdiction, then said determination shall not affect the validity of the remaining provisions.

Adopted this 28th Day of March 2017.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on March 28, 2017.

Ann Meisch
Clerk

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-068-0004-00	419 ADA AVE, MUSKEGON, MI, 49442
61-24-205-068-0003-00	437 ADA AVE, MUSKEGON, MI, 49442
61-24-205-068-0003-10	445 ADA AVE, MUSKEGON, MI, 49442
61-24-205-067-0008-00	446 ADA AVE, MUSKEGON, MI, 49442
61-24-205-068-0002-00	451 ADA AVE, MUSKEGON, MI, 49442
61-24-205-068-0001-00	459 ADA AVE, MUSKEGON, MI, 49442
61-24-205-069-0005-00	489 ADA AVE, MUSKEGON, MI, 49442
61-24-205-066-0008-00	492 ADA AVE, MUSKEGON, MI, 49442
61-24-205-069-0004-00	499 ADA AVE, MUSKEGON, MI, 49442
61-24-205-066-0009-00	500 ADA AVE, MUSKEGON, MI, 49442
61-24-205-069-0003-00	507 ADA AVE, MUSKEGON, MI, 49442
61-24-205-066-0010-00	510 ADA AVE, MUSKEGON, MI, 49442
61-24-205-069-0002-00	517 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0007-00	601 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0007-00	602 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0006-00	611 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0008-00	612 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0009-00	620 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0005-00	621 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0010-00	628 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0004-00	631 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0011-00	634 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0003-00	641 ADA AVE, MUSKEGON, MI, 49442
61-24-205-064-0012-00	644 ADA AVE, MUSKEGON, MI, 49442
61-24-205-071-0001-00	655 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-20	684 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-10	685 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-30	693 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-40	696 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0003-20	701 ADA AVE, MUSKEGON, MI, 49442
61-24-205-063-0001-30	704 ADA AVE, MUSKEGON, MI, 49442
61-24-205-056-0004-00	419 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-055-0010-10	420 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-055-0011-00	430 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-056-0003-00	431 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-056-0002-00	441 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-055-0013-00	448 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-056-0001-00	451 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-056-0001-10	459 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-055-0014-00	460 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0005-10	489 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0008-20	490 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0004-00	497 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0003-00	507 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0009-00	510 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0011-00	516 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0002-00	517 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0011-10	520 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0001-00	525 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0012-00	526 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-054-0012-10	534 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-057-0001-10	539 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-058-0006-00	553 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-053-0005-20	560 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-058-0005-00	563 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-053-0005-30	568 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-058-0004-00	571 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-053-0005-40	580 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-058-0002-00	585 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-053-0005-50	586 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-058-0001-00	595 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0006-00	603 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0006-00	604 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0005-00	611 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0006-10	612 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0004-00	619 ALLEN AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-052-0008-00	620 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0008-10	624 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0003-00	629 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0008-20	632 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0002-00	637 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0009-00	638 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-059-0001-00	643 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-052-0011-00	650 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0012-00	654 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-060-0009-00	657 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0013-00	662 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-060-0008-00	665 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0014-00	668 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0014-10	676 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0008-20	690 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-060-0006-00	695 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0008-30	700 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-060-0004-00	703 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0005-00	708 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0005-10	716 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-051-0004-30	722 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-060-0002-00	725 ALLEN AVE, MUSKEGON, MI, 49442
61-24-205-053-0005-10	AMITY AVE, MUSKEGON, MI, 49442
61-24-205-055-0006-10	423 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-055-0005-00	431 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-055-0004-00	435 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-055-0003-00	441 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-046-0011-10	444 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-046-0012-00	452 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-055-0001-00	461 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-046-0014-00	462 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0006-00	481 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0010-00	482 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0005-00	485 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0010-10	492 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0004-00	499 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0011-00	500 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0012-00	508 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0003-00	509 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0002-00	515 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0013-00	516 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0002-10	521 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0013-10	522 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0014-00	528 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0001-00	531 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-054-0001-10	539 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-047-0015-10	540 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0017-00	554 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0004-00	555 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0003-00	563 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0018-00	564 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-80	570 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0003-10	571 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-90	576 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0003-20	577 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0002-00	581 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-95	582 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0002-10	589 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0020-00	590 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-053-0001-00	595 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-049-0020-10	598 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-052-0005-00	601 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0008-00	606 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0009-00	616 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-052-0003-00	619 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0010-00	628 AMITY AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-769-000-0011-00	636 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-052-0002-00	637 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-052-0001-00	645 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0012-00	646 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0011-00	655 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0013-00	656 AMITY AVE, MUSKEGON, MI, 49442
61-24-769-000-0014-00	668 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0010-00	669 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0009-00	675 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0014-00	678 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0008-00	685 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0015-00	694 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0008-10	695 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0016-00	698 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0007-00	703 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0016-10	704 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0006-00	711 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0017-00	712 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-051-0006-10	717 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-050-0018-30	720 AMITY AVE, MUSKEGON, MI, 49442
61-24-205-090-0020-00	CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0007-00	480 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0008-00	494 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0009-00	500 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0010-00	510 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0011-00	520 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-093-0012-00	524 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-092-0006-00	550 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-092-0007-00	560 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-092-0008-00	570 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-092-0009-00	580 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-092-0010-00	590 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0014-00	618 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0015-00	628 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0016-00	634 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0017-00	640 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0018-00	654 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0021-00	668 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0022-00	674 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-090-0023-00	680 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0014-00	698 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0015-00	704 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0016-00	710 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0017-00	716 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0018-00	722 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0019-00	728 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0020-00	742 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-620-001-0001-00	745 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-620-001-0002-00	751 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0022-00	752 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0023-00	754 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-620-001-0003-00	755 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0024-00	760 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-620-001-0004-00	763 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-089-0025-00	766 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-620-001-0005-00	769 CATAWBA AVE, MUSKEGON, MI, 49442
61-24-205-074-0007-10	CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0008-10	412 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0009-00	428 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0010-00	432 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0011-00	438 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0011-10	442 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0012-00	448 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-078-0012-10	456 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0008-10	480 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0009-00	488 CATHERINE AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-080-0005-00	493 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0009-10	494 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-080-0004-00	497 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0010-00	502 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0011-00	508 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0012-00	520 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-080-0002-00	523 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-080-0001-00	529 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-077-0013-10	530 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-081-0004-00	561 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-076-0008-00	568 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-081-0002-00	569 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-076-0008-10	572 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-076-0009-00	580 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-081-0001-00	585 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-076-0010-00	590 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-081-0001-10	591 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0006-00	603 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0005-00	615 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0008-00	616 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0004-00	623 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0009-00	624 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0004-10	629 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0010-00	632 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0010-10	636 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0003-00	637 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0011-00	644 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0002-00	645 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-082-0001-00	653 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-075-0012-00	654 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0007-00	676 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0008-00	684 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-083-0005-00	685 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0008-10	686 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0009-00	692 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-083-0004-00	693 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0009-10	700 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-083-0003-00	703 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-074-0010-00	704 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-083-0003-10	709 CATHERINE AVE, MUSKEGON, MI, 49442
61-24-205-066-0011-00	CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-066-0012-00	1035 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-066-0012-10	1043 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-069-0001-10	1075 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-069-0012-00	1083 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-069-0011-00	1093 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-076-0005-00	1114 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-077-0001-00	1115 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-077-0002-00	1123 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-076-0005-10	1126 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-077-0013-00	1135 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-076-0006-00	1136 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-076-0007-00	1148 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-080-0012-00	1189 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-093-0001-10	1231 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-092-0005-00	1232 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-093-0012-10	1255 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0010-00	1292 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0011-00	1304 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0013-00	1312 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0014-00	1318 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0015-00	1326 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-771-000-0016-00	1332 CHESTNUT ST, MUSKEGON, MI, 49442
61-24-205-067-0005-00	405 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0008-00	410 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0007-00	422 E APPLE AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-067-0004-00	429 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0009-00	432 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-067-0003-00	433 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0010-00	440 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0011-00	450 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-067-0002-00	451 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-067-0001-00	461 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-056-0012-00	464 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0006-00	477 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0008-00	480 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0005-00	485 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0009-00	486 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0005-10	491 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0009-10	492 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0010-00	500 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0004-00	501 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0010-10	506 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0003-00	507 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0011-00	512 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0003-10	513 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0012-00	520 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0002-00	521 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-066-0001-00	527 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0013-00	530 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-057-0014-00	544 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0007-00	558 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0007-10	564 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-065-0001-00	571 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0008-00	574 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0009-00	582 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0009-10	588 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-058-0009-20	594 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0006-00	603 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-059-0007-00	604 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0005-00	611 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-059-0008-00	616 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0004-00	621 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-059-0009-00	626 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0004-10	627 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0003-00	633 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-059-0010-00	640 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0002-00	643 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-059-0011-00	646 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-060-0010-00	654 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-064-0001-00	655 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-063-0005-00	671 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-00	683 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-063-0003-00	701 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-060-0015-00	704 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-060-0016-00	714 E APPLE AVE, MUSKEGON, MI, 49442
61-24-205-068-0008-00	420 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-078-0005-00	423 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0009-00	424 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0009-10	432 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-078-0004-00	435 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0010-00	438 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-078-0003-00	441 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0011-00	448 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-078-0002-00	451 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0011-10	452 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-068-0012-10	460 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-077-0006-00	489 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-077-0005-00	497 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-069-0009-00	502 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-069-0010-00	510 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-077-0003-00	511 E ISABELLA AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-076-0004-00	557 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-076-0003-00	567 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-076-0002-00	581 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-076-0001-00	589 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0008-10	602 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0005-00	613 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0009-00	614 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0010-00	620 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0004-00	621 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0004-10	627 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0010-10	632 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0003-00	633 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0011-00	636 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0012-00	644 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0002-00	645 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-071-0013-00	654 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-075-0001-00	655 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-063-0009-00	672 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-074-0006-00	673 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-50	684 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-60	688 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-074-0005-00	691 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-063-0004-70	692 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-063-0003-30	694 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-074-0004-00	695 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-074-0003-00	701 E ISABELLA AVE, MUSKEGON, MI, 49442
61-24-205-087-0011-00	643 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0010-00	655 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0008-00	661 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0006-00	679 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-086-0005-00	682 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0006-10	687 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-086-0004-00	690 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0005-00	693 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0004-00	701 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-086-0003-00	702 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0003-00	709 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0002-00	715 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-087-0001-00	723 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-088-0009-00	741 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-088-0008-00	749 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-088-0007-00	755 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-205-088-0006-00	761 EVANSTON AVE, MUSKEGON, MI, 49442
61-24-620-001-0024-00	1380 HARNAU ST, MUSKEGON, MI, 49442
61-24-205-087-0014-00	640 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0009-00	645 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0015-00	646 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0008-00	651 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0016-00	652 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0007-00	659 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0017-00	660 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0005-00	673 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0019-00	674 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0004-00	679 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0020-00	682 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0003-00	687 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0020-10	688 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0022-00	696 HILL AVE, MUSKEGON, MI, 49442
61-24-205-090-0001-00	701 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0023-00	704 HILL AVE, MUSKEGON, MI, 49442
61-24-205-088-0010-00	720 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0013-00	721 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0012-00	727 HILL AVE, MUSKEGON, MI, 49442
61-24-205-088-0011-00	730 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0011-00	731 HILL AVE, MUSKEGON, MI, 49442
61-24-205-088-0012-00	734 HILL AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-089-0010-00	739 HILL AVE, MUSKEGON, MI, 49442
61-24-205-088-0013-00	740 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0009-00	747 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0008-00	753 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0007-00	761 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0006-00	767 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0005-00	773 HILL AVE, MUSKEGON, MI, 49442
61-24-205-089-0003-00	777 HILL AVE, MUSKEGON, MI, 49442
61-24-205-087-0001-10	1265 HOLT ST, MUSKEGON, MI, 49442
61-24-205-050-0010-20	843 KENNETH ST, MUSKEGON, MI, 49442
61-24-769-000-0001-00	847 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-050-0011-00	850 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-050-0011-10	864 KENNETH ST, MUSKEGON, MI, 49442
61-24-769-000-0001-10	865 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0005-10	1022 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0006-00	1030 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-064-0013-00	1033 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0006-10	1044 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-064-0013-10	1045 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0007-00	1062 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0007-10	1072 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-071-0001-10	1077 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0007-20	1080 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-071-0014-00	1085 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-063-0008-00	1088 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-074-0006-10	1126 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-075-0001-10	1127 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-082-0001-10	1177 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-083-0006-00	1178 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-082-0013-00	1187 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-083-0007-00	1190 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-086-0006-00	1218 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-087-0013-00	1232 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-091-0004-00	1237 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-090-0010-00	1244 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-091-0005-00	1245 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-091-0006-00	1251 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-090-0012-00	1252 KENNETH ST, MUSKEGON, MI, 49442
61-24-205-090-0013-00	1260 KENNETH ST, MUSKEGON, MI, 49442
61-24-771-000-0001-00	1275 KENNETH ST, MUSKEGON, MI, 49442
61-24-771-000-0008-00	1295 KENNETH ST, MUSKEGON, MI, 49442
61-24-771-000-0009-00	1305 KENNETH ST, MUSKEGON, MI, 49442
61-24-620-002-0001-00	723 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-001-0023-00	728 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0002-00	729 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0003-00	731 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0004-00	733 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-001-0021-00	738 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-001-0020-00	744 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0005-00	745 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0006-00	747 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-001-0019-00	748 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0007-00	755 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0008-00	757 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0009-00	765 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0010-00	775 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0012-00	777 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0013-00	783 LOUIS AVE, MUSKEGON, MI, 49442
61-24-620-002-0014-00	791 LOUIS AVE, MUSKEGON, MI, 49442
61-24-205-064-0006-10	1022 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-071-0006-10	1074 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-071-0008-00	1084 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-075-0006-00	1112 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-076-0001-10	1125 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-075-0006-10	1126 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-075-0007-00	1142 MAPLE ST, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-082-0007-00	1186 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-082-0008-00	1192 MAPLE ST, MUSKEGON, MI, 49442
61-24-205-093-0006-00	477 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-080-0007-00	484 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-093-0005-00	489 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-093-0004-00	497 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-080-0009-00	498 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-093-0003-00	509 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-080-0010-00	510 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-093-0002-00	519 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-080-0011-00	522 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-080-0012-10	530 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-093-0001-00	531 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-092-0004-00	559 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-081-0006-00	560 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-081-0008-00	568 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-092-0003-00	569 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-092-0002-00	579 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-081-0009-00	580 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-092-0001-00	589 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-081-0010-00	590 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-082-0009-00	604 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-091-0002-00	609 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-091-0001-00	617 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-082-0010-00	624 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-082-0011-00	632 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-082-0012-00	642 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-082-0013-10	656 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-083-0007-10	672 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-083-0008-00	682 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-083-0009-00	692 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-083-0010-00	704 MCLAUGHLIN AVE, MUSKEGON, MI, 49442
61-24-205-034-0001-00	655 MULDER ST, MUSKEGON, MI, 49442
61-24-205-034-0001-10	667 MULDER ST, MUSKEGON, MI, 49442
61-24-205-097-0001-00	600 NIMS ST, MUSKEGON, MI, 49442
61-24-205-098-0001-00	656 NIMS ST, MUSKEGON, MI, 49442
61-24-205-098-0001-10	660 NIMS ST, MUSKEGON, MI, 49442
61-24-205-044-0008-00	420 OAK AVE, MUSKEGON, MI, 49442
61-24-205-045-0008-00	427 OAK AVE, MUSKEGON, MI, 49442
61-24-205-044-0009-00	428 OAK AVE, MUSKEGON, MI, 49442
61-24-205-045-0007-00	433 OAK AVE, MUSKEGON, MI, 49442
61-24-205-044-0010-00	434 OAK AVE, MUSKEGON, MI, 49442
61-24-205-044-0011-00	444 OAK AVE, MUSKEGON, MI, 49442
61-24-205-045-0005-00	447 OAK AVE, MUSKEGON, MI, 49442
61-24-205-044-0012-00	452 OAK AVE, MUSKEGON, MI, 49442
61-24-205-045-0003-00	453 OAK AVE, MUSKEGON, MI, 49442
61-24-205-045-0002-00	457 OAK AVE, MUSKEGON, MI, 49442
61-24-205-044-0013-00	460 OAK AVE, MUSKEGON, MI, 49442
61-24-205-048-0005-00	479 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0008-10	480 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0009-00	492 OAK AVE, MUSKEGON, MI, 49442
61-24-205-048-0004-00	501 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0010-00	502 OAK AVE, MUSKEGON, MI, 49442
61-24-205-048-0002-00	513 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0011-00	514 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0012-00	518 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0013-00	528 OAK AVE, MUSKEGON, MI, 49442
61-24-205-048-0001-00	531 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0014-00	536 OAK AVE, MUSKEGON, MI, 49442
61-24-205-048-0001-10	539 OAK AVE, MUSKEGON, MI, 49442
61-24-205-041-0015-00	542 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0015-00	553 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0011-30	554 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0014-00	561 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0011-40	562 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0013-00	569 OAK AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-040-0010-00	574 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0009-00	576 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0009-10	576 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0011-00	585 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0008-10	590 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0008-20	594 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0011-10	595 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0006-10	604 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0009-00	605 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0001-00	616 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0007-00	617 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0006-00	625 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0004-10	630 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0005-00	635 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0004-20	638 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0004-00	645 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0003-30	652 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0003-00	655 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0002-00	660 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0002-00	663 OAK AVE, MUSKEGON, MI, 49442
61-24-205-040-0001-10	670 OAK AVE, MUSKEGON, MI, 49442
61-24-205-049-0001-10	671 OAK AVENUE, MUSKEGON, MI, 49442
61-24-205-049-0001-00	ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0013-00	418 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0014-00	424 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0015-00	428 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-046-0004-10	431 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0015-10	432 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0016-00	440 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-046-0003-00	443 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-046-0002-00	449 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0017-00	450 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-046-0001-00	457 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-045-0018-00	460 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0007-00	477 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0006-00	489 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0010-00	498 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0005-00	503 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0010-10	504 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0011-00	510 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0004-00	513 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0011-10	516 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0012-00	522 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0013-00	530 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0002-00	531 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-047-0001-00	539 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-048-0014-00	540 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0016-00	556 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-00	557 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0016-10	566 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-10	567 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-20	573 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0016-20	576 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-30	581 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0016-30	586 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-40	589 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0016-40	594 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-049-0019-50	597 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0007-00	603 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0022-00	612 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0006-00	613 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0006-10	617 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0021-00	620 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0005-00	625 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0020-00	626 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0004-00	633 ORCHARD AVE, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-769-000-0019-00	636 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0003-00	639 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0018-00	646 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0003-10	647 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0002-00	653 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0002-10	653.5 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0017-00	654 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0016-00	664 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-769-000-0015-00	672 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0012-00	693 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0008-20	697 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0013-00	701 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0013-10	709 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0013-20	713 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0018-00	719 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-050-0018-10	725 ORCHARD AVE, MUSKEGON, MI, 49442
61-24-205-098-0001-30	1485 S GETTY ST, MUSKEGON, MI, 49442
61-24-205-053-0005-00	552 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-040-0011-10	760 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-040-0011-20	768 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-049-0019-60	866 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-047-0016-00	867 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-049-0019-70	874 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-047-0015-00	881 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-053-0004-10	914 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-054-0014-00	919 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-057-0016-00	965 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-058-0006-10	972 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-057-0015-00	979 SCOTT ST, MUSKEGON, MI, 49442
61-24-205-027-0006-00	419 SUMNER AVE, MUSKEGON, MI, 49442
61-24-205-022-0004-00	575 SUMNER AVE, MUSKEGON, MI, 49442
61-24-205-033-0001-20	645 WESLEY AVE, MUSKEGON, MI, 49442
61-24-205-044-0004-10	423 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0008-00	424 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0009-00	430 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-044-0003-00	431 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-044-0002-00	441 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0010-00	442 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0011-00	450 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-044-0001-00	451 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-044-0001-10	461 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0012-00	462 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-042-0007-00	478 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-041-0006-00	479 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-041-0004-00	491 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-042-0007-10	492 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-042-0009-00	510 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-042-0010-00	514 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-041-0002-00	529 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-042-0001-00	530 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-041-0001-00	539 WHITE AVE, MUSKEGON, MI, 49442
61-24-205-043-0001-00	716 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-043-0013-00	719 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-041-0007-00	762 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-041-0008-00	770 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-048-0006-00	810 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-045-0019-00	821 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-048-0007-00	822 WILLIAMS ST, MUSKEGON, MI, 49441
61-24-205-046-0016-00	861 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-047-0007-10	862 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-046-0015-00	867 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-047-0008-00	868 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-047-0009-00	880 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-054-0006-10	914 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-055-0001-10	919 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-054-0006-20	920 WILLIAMS ST, MUSKEGON, MI, 49442

ATTACHMENT A

List of Addresses and Parcel ID Numbers for all Affected Premises

PIN	Address
61-24-205-054-0007-00	926 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-054-0008-00	944 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-057-0005-00	960 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-057-0006-00	970 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-057-0007-00	980 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-066-0006-10	1022 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-066-0007-00	1032 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-066-0007-10	1038 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-069-0006-00	1060 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-068-0001-10	1073 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-069-0007-00	1082 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-068-0012-00	1083 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-069-0007-10	1094 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-077-0007-00	1112 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-078-0001-00	1113 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-077-0007-10	1124 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-078-0001-10	1125 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-078-0013-00	1135 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-077-0008-00	1136 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-080-0006-00	1162 WILLIAMS ST, MUSKEGON, MI, 49442
61-24-205-028-0001-00	650 WOOD ST, MUSKEGON, MI, 49442
61-24-205-043-0006-00	712 WOOD ST, MUSKEGON, MI, 49442
61-24-205-043-0007-00	732 WOOD ST, MUSKEGON, MI, 49442
61-24-205-044-0004-00	750 WOOD ST, MUSKEGON, MI, 49442
61-24-205-044-0004-20	754 WOOD ST, MUSKEGON, MI, 49442
61-24-205-044-0005-00	762 WOOD ST, MUSKEGON, MI, 49442
61-24-205-044-0006-00	770 WOOD ST, MUSKEGON, MI, 49442
61-24-205-044-0007-00	780 WOOD ST, MUSKEGON, MI, 49442
61-24-205-045-0009-00	802 WOOD ST, MUSKEGON, MI, 49442
61-24-205-045-0011-00	818 WOOD ST, MUSKEGON, MI, 49442
61-24-205-046-0005-00	850 WOOD ST, MUSKEGON, MI, 49442
61-24-205-046-0006-00	864 WOOD ST, MUSKEGON, MI, 49442
61-24-205-046-0007-00	868 WOOD ST, MUSKEGON, MI, 49442
61-24-205-046-0008-00	886 WOOD ST, MUSKEGON, MI, 49442
61-24-205-055-0006-00	918 WOOD ST, MUSKEGON, MI, 49442
61-24-205-055-0007-00	922 WOOD ST, MUSKEGON, MI, 49442
61-24-205-055-0008-00	926 WOOD ST, MUSKEGON, MI, 49442
61-24-205-055-0009-00	932 WOOD ST, MUSKEGON, MI, 49442
61-24-205-055-0010-00	940 WOOD ST, MUSKEGON, MI, 49442
61-24-205-056-0005-00	958 WOOD ST, MUSKEGON, MI, 49442
61-24-205-056-0005-10	964 WOOD ST, MUSKEGON, MI, 49442
61-24-205-056-0006-00	970 WOOD ST, MUSKEGON, MI, 49442
61-24-205-067-0006-00	1032 WOOD ST, MUSKEGON, MI, 49442
61-24-205-067-0007-00	1040 WOOD ST, MUSKEGON, MI, 49442
61-24-205-067-0007-10	1044 WOOD ST, MUSKEGON, MI, 49442
61-24-205-068-0006-00	1064 WOOD ST, MUSKEGON, MI, 49442
61-24-205-068-0006-10	1074 WOOD ST, MUSKEGON, MI, 49442
61-24-205-068-0007-00	1096 WOOD ST, MUSKEGON, MI, 49442
61-24-205-078-0006-00	1114 WOOD ST, MUSKEGON, MI, 49442
61-24-205-078-0007-00	1128 WOOD ST, MUSKEGON, MI, 49442
61-24-205-078-0008-00	1136 WOOD ST, MUSKEGON, MI, 49442

A clear statement of the nature and extent of contamination, identifying the types and concentrations of contaminants, the likely or anticipated path of migration of the contaminants if not remediated (as well as a detailed statement of any plan to remediate, correct, and/or contain the contamination); and information equivalent to Completed Summary Table

The nature and extent of contamination, and all other relevant characteristics of the groundwater and contaminants, are fully described in the document titled *Burgess-Norton Mfg., Co., Inc. Remedial Investigation Report* dated October 1, 2015 and revised April 22, 2016, prepared by Arcadis of Michigan, LLC, 28550 Cabot Drive, Suite 500, Novi, Michigan 48377 ("RI Report"). The RI Report is available in hard copy at the Hackley Library in Muskegon, and online at www.nimsreport.com. Details of remediation are also provided in additional reports available in hard copy at the Hackley Library in Muskegon, and online at www.nimsreport.com.

Following is a summary of the relevant portions of the RI Report, describing the groundwater and contamination. That summary is followed by a summary regarding remediation.

RI Report Summary Regarding Groundwater and Contamination

- Petitioner's groundwater investigation leading to this Petition included taking more than 1,755 groundwater samples that were analyzed to determine whether hazardous substances were present and, if so, their concentrations. The investigation also involved measuring the physical properties of soil and groundwater at numerous locations, including determining the direction of groundwater flow.
- The investigation was overseen by the Michigan Department of Environmental Quality and conducted through significant cooperation with the City of Muskegon. The results of each phase of the investigation were reviewed with MDEQ staff and City of Muskegon personnel. The written report of each phase

of the investigation was placed in the Hackley Library and, beginning in 2013, provide online at www.nimsreport.com.

- The nature and extent of groundwater contamination are well understood in detail.
- The investigation targeted one groundwater contamination plume that apparently traces to Petitioner's property at 660 Nims Street, however, the investigation also found three other plumes of groundwater contamination in the area that apparently *do not* trace to Petitioner's property at 660 Nims Street. The four plumes are distinguished from each other by data showing key differences in their vertical/horizontal locations and orientations, and their chemical composition. Because the three other plumes of groundwater contamination do not originate from Petitioner's property, the MDEQ has taken lead responsibility for further investigation and response to them.

The following information pertains to the groundwater contamination apparently originating from Petitioner's property at 660 Nims Street, which is referred to as "Plume 1."

- In the area of Plume 1, the soil consists of a layer of sandy soil from the ground surface reaching downward and becoming more clayey and less permeable at a depth of 75-85 feet. Beneath that is a layer of clay.
- The groundwater in the area of Plume 1 generally flows from south to north, that is, flowing northward through the investigation area. The groundwater surface (water table) lies 15-20 feet below the ground surface near the southern part of Plume 1 and, to the north, it lies about 30 feet below the ground surface near the bluff overlooking Ryerson Creek.
- The primary contaminant in Plume 1 is the compound trichloroethene (TCE). Other compounds are present; however, among the compounds found, TCE has the highest concentration and is the most widespread. The following description of Plume 1 is generally based on locations and depths where TCE was found and its concentrations. Generally, it describes locations and depths of TCE concentrations that are at or higher than Michigan's criterion for TCE in

groundwater used for human consumption, which is 5 micrograms per liter (5 $\mu\text{g/L}$).

- Similarly, the accompanying exhibits are based on locations and depths of TCE concentrations that are at or higher than Michigan's criterion for TCE in groundwater used for human consumption. Exhibit 1 is a map view of TCE concentrations in the investigation area, identifying all four plumes of groundwater contamination. Exhibit 2 is a vertical cross-section from south of the 660 Nims Street property ranging northward to beyond Ryerson Creek. The cross-section includes TCE concentrations found at various places and depths along the length of Plume 1, as well as "clean" findings both vertically above Plume 1 and horizontally beyond the northern and southern ends of Plume 1.

In addition, Exhibit 3 provides the scaled map showing the boundary lines of all affected premises covered by this petition and also showing building/structure outlines, groundwater well locations, parking lots, roads, estimated direction of groundwater flow, and estimated location and extent of the contaminant plumes(s).

- See Exhibit 1 in conjunction with the following points:
 - Plume 1 apparently originated at the 660 Nims Street property, flowed northward, and terminates at Ryerson Creek, approximately 4,800 feet north of the 660 Nims Street property.
 - The TCE concentration increases as one proceeds from the sides toward the center of Plume 1. There is a "core" that is approximately 900 feet wide where TCE concentrations are 1,000 $\mu\text{g/L}$ or higher. Within that, there is an area that is approximately 300 feet wide where the highest TCE concentrations in Plume 1 are located (10,000 $\mu\text{g/L}$ or higher). Again, both the core and the lower-concentration areas surrounding it lie at the depths described in the preceding points. Indeed, the highest TCE concentrations are approximately 73 to 74 feet below ground surface.
 - Plume 1 does not reach the northern side of the Ryerson Creek floodplain, as no TCE or associated byproducts are present in groundwater there.

- See Exhibit 2 in conjunction with the following points:
 - In the area of Plume 1 that is beneath the 660 Nims Street property and McCrea Playfield, TCE is present from the groundwater table extending down to approximately 85 feet below the ground surface (“bgs”).
 - In the area of Plume 1 that is between McCrea Playfield and the Ryerson Creek floodplain, the TCE lies deeper, i.e., at the base of the sand in the low-permeability soils located approximately 75-85 feet bgs. Thus, along much of its length, Plume 1 is less than 10 feet thick vertically and is overlain by clean groundwater and, above the groundwater, soil. Specifically, between McCrea Playfield and Ryerson Creek, the shallowest portion of the aquifer (the upper 30 feet) contains no TCE.
 - As Plume 1 approaches Ryerson Creek, it becomes shallower, and enters a zone of highly organic sediments associated with the Ryerson Creek floodplain. There, natural biogeochemical processes are degrading the organic compounds (TCE and associated byproducts) by over 90%.

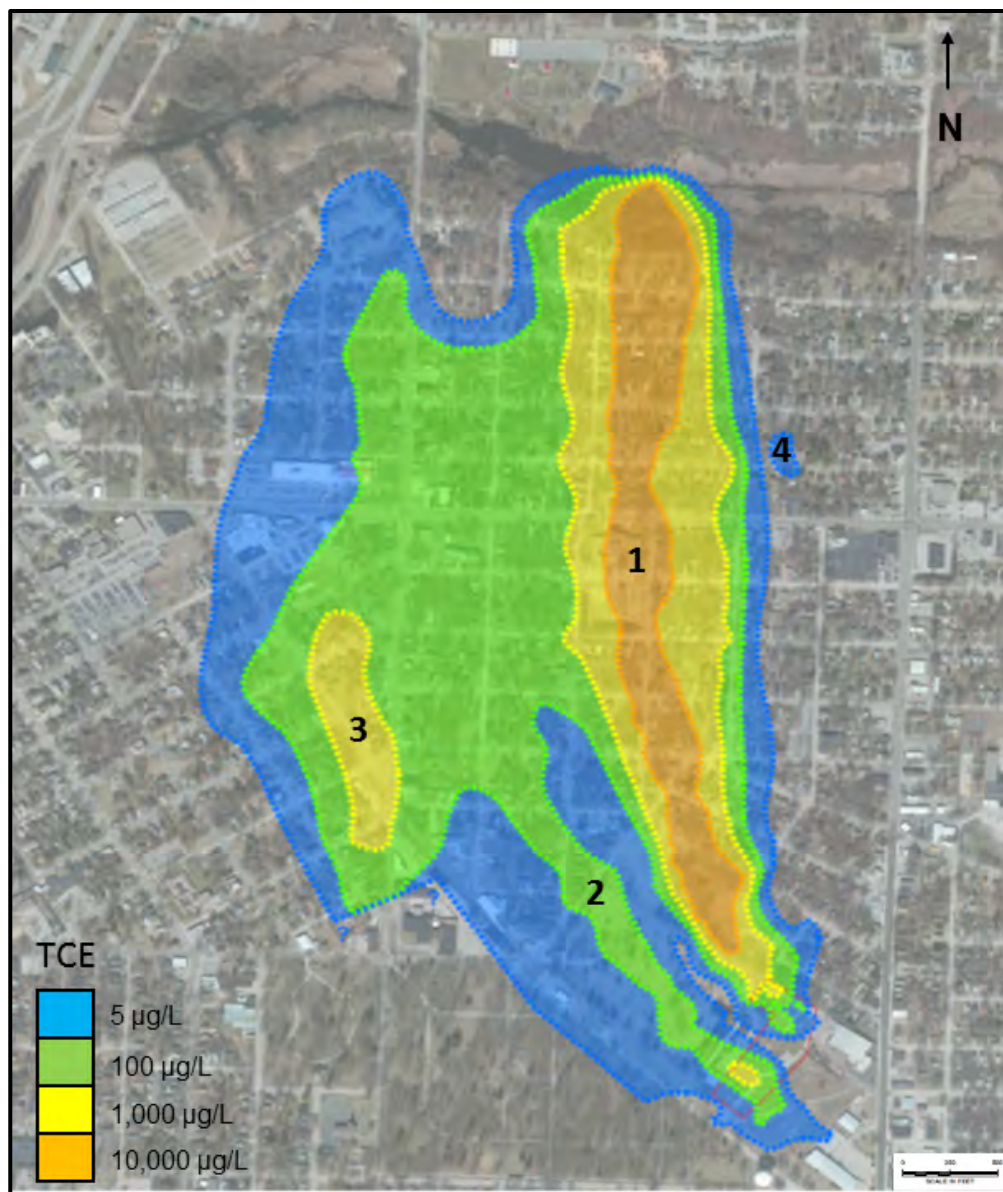


Exhibit 1: Map view of the TCE distribution in groundwater showing plumes 1 through 4, based on measurements and estimates derived from them. (The 660 Nims Street property is outlined in red.)

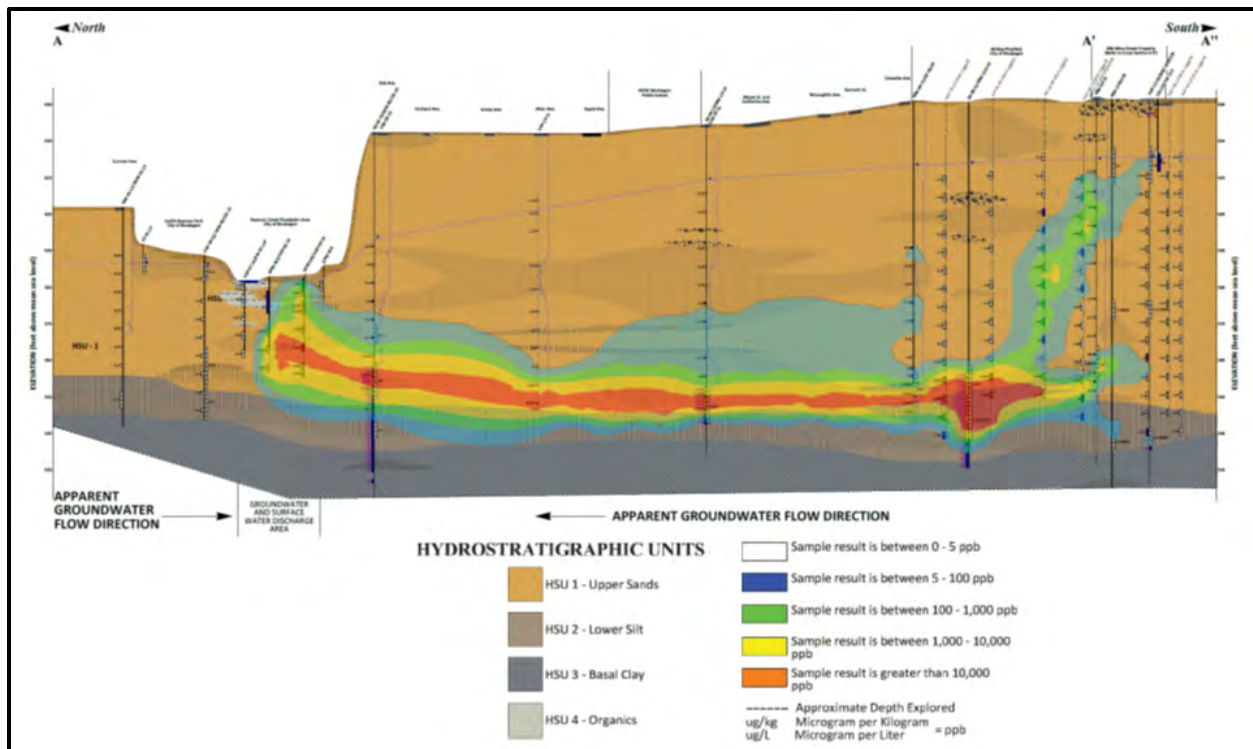


Exhibit 2: South to north cross-section including significant areas along Plume 1. (Vertical distances are exaggerated compared to horizontal distances.) (General groundwater flow is south to north, i.e., right to left in this cross-section.)

Summary of remediation relating to Plume 1:

- Methods of wastewater disposal at 660 Nims Street that led to soil contamination there, and to leaching of the soil contaminants giving rise to the groundwater contamination, ceased in the mid-1970s. At the time, there was some removal of contaminated soil.
- Removal of known remaining relevant soil contamination occurred, in part, during demolition and removal of aboveground structures at 660 Nims Street in 2007-2008, and was completed via excavation and disposal in 2015 - 2016.
- The contamination is degrading via natural attenuation, which has been well-documented at the down-gradient end of the plume in the Ryerson

Creek floodplain, and additional protection there will be provided by a restrictive covenant.

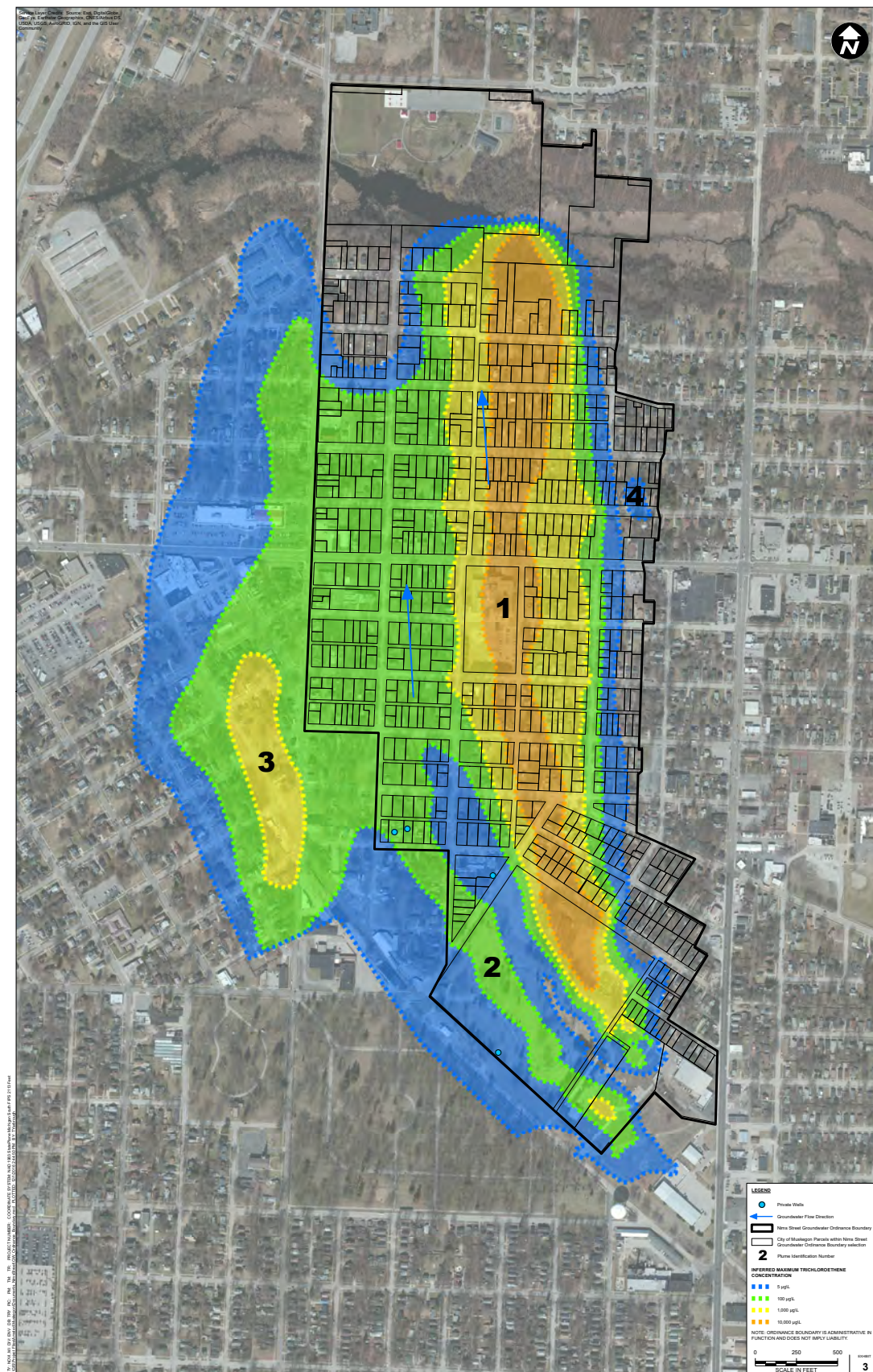
- Potential human exposure to contaminated groundwater will be controlled by an institutional control consisting of an amendment to the Muskegon groundwater use restriction ordinance covered by this Petition, as well as by a restrictive covenant applying to the 660 Nims Street property.

(With respect to the groundwater use restriction ordinance, note that four plumes of groundwater contamination were found in the area covered by the investigation described in the RI Report and, of these, only Plume 1 apparently originated at the Petitioner's property and is being responded to by the Petitioner. However, as a result of using city streets to delineate the ordinance's groundwater restriction zone for this plume, the boundary line of the groundwater restriction zone includes additional *affected premises* where underlying groundwater contamination does *not* trace to Petitioner's property.)

Exhibit 3

Scaled map showing the boundary lines of all affected premises covered by this petition and also showing building/structure outlines, groundwater well locations, parking lots, roads, estimated direction of groundwater flow, and estimated location and extent of the contaminant plumes(s).

(on following page)



**A description of the current status, and usage characteristics of all
existing groundwater wells known to the Petitioner within all proposed
affected premises**

Known Private Well Details within the Groundwater Ordinance Amendment Boundary				
Parcel Number	Address	Well Use	Status of Well	Depth (feet bgs)
61-24-205-097-0001-00	600 Nims	Irrigation	Not in Service	Unknown
61-24-771-000-0001-00	1275 Kenneth	Irrigation	Unknown	~35 feet
61-24-205-093-0008-00	494 Catawba	Irrigation	Unknown	Unknown
61-24-205-093-0009-00	500 Catawba	Irrigation	Unknown	Unknown
bgs - below ground surface				
On behalf of Burgess-Norton Mfg. Co., Inc., Arcadis completed a survey of potential wells which evaluated the presence of private wells in the investigation area. The well survey consisted of a search of the Michigan Department of Environmental Quality (MDEQ) Well Logic database, a search of Muskegon County records, review of water bill records for parcels in the area, a physical visual survey of the area, and responses to notice of migration letters to property owners. As a result of this survey, four private wells were found in the area of the plume associated with the Petitioner's property at 660 Nims Street. The above table depicts the known and available details obtained during the survey activities for these wells.				

Commission Meeting Date: March 28, 2017

Date: March 23, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to add parcels to the City's existing groundwater ordinance – Ambrosia St

SUMMARY OF REQUEST:

The City has received a petition from the Michigan Department of Environmental Quality to designate 511 parcels under the water supplies ordinance. The Ambrosia St area groundwater contamination was discovered by sampling conducted by the environmental consultant Arcadis of Michigan, LLC for the Burgess-Norton site in 2013. During that work Arcadis not only defined the extent of the contamination plume coming from the Burgess-Norton site, but also identified three other plumes of chlorinated contamination. The ordinance prohibits the use of groundwater wells and secondary water supplies under certain circumstances and in certain locations, to prevent exposure to contaminated groundwater, as well as to prevent wells from influencing the movement of contaminated water. Notice was sent to the affected addresses prior to this meeting.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the ordinance amendment to include the additional 511 parcels.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

An ordinance amending the City Code of Ordinances by adding to Ordinance No. 2039 (Muskegon City Code of Ordinances Section 34, Article III) certain identifying "Appendix Maps" and descriptions of properties determined to be "affected premises" on which groundwater wells are prohibited unless excepted under Section 34-65 due to the contamination or potential contamination of said groundwater. The said Ordinance No. 2039 is amended by this Ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. The properties identified in this amending ordinance are determined to be affected premises within the meaning of and regulated in accordance with, Ordinance No. 2039 or any successor ordinance prohibiting wells on such premises. The said affected premises are included in Attachment A.
2. Attached to this ordinance and incorporated herein are Appendix Maps locating the affected premises and their legal descriptions.
3. This ordinance shall be effective ten (10) days after publication. In the event any part of this ordinance is finally determined to be invalid or unenforceable by a court having jurisdiction, then said determination shall not affect the validity of the remaining provisions.

Adopted this 28th Day of March 2017.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on March 28, 2017.

Ann Meisch
Clerk

Attachment A

PIN	Address	Owner 1 Last	Owner 1 First	Owner Address	Owner City	State	Zip
61-24-205-209-0008-00	216 Allen Ave	Guerra	Daniel O	2982 S. Lakeview Drive	Hesperia	MI	49421
61-24-205-209-0009-00	228 Allen Ave	York	Jessie	228 Allen Ave	Muskegon	MI	49442
61-24-205-209-0010-00	234 Allen Ave	Ingersoll Financial Midwest Land Trust		1101 Lake Destiny Rd Suite 450	Maitland	FL	32751
61-24-205-209-0011-00	240 Allen Ave	Coleman	Harold	1560 N Roberts Rd	Muskegon	MI	49445
61-24-205-209-0012-00	252 Allen Ave	Pace	William	1560 N Roberts Rd	Muskegon	MI	49445
61-24-205-210-0007-10	268 Allen Ave	Brooks	Dawson	218 Catherine Ave	Muskegon	MI	49442
61-24-205-213-0006-00	269 Allen Ave	Muskegon County Building Authority		990 Terrace Street 4th Floor	Muskegon	MI	49442
61-24-305-210-0008-00	274 Allen Ave	Daymark Master Trust		11737 Central Parkway Suite 100	Jacksonville	FL	32224
61-24-205-210-0009-00	280 Allen Ave	Marshall	Melanie A	440 Mitzi Apt #10	Muskegon	MI	49445
61-24-205-210-0010-00	298 Allen Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-210-0011-00	306 Allen Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-211-0008-00	350 Allen Ave	Muskegon County Land Bank Authority		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-211-0009-00	360 Allen Ave	Fenanders	Deborah	360 Allen Ave	Muskegon	MI	49442
61-24-205-211-0010-00	370 Allen Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-211-0011-00	380 Allen Ave	Yonker	Bruce D	380 Allen Ave	Muskegon	MI	49442
61-24-205-211-0011-10	386 Allen Ave	Stegall	Halbert	861 South Getty St	Muskegon	MI	49442
61-24-205-232-0007-00	1047 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-236-0008-00	1075 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-235-0002-00	1076 Ambrosia St	Little	Duane	1076 Ambrosia St	Muskegon	MI	49442
61-24-205-235-0002-10	1080 Ambrosia St	Goodwill Industries		271 E Apple Ave	Muskegon	MI	49442
61-24-205-247-0001-00	1112 Ambrosia St	D Wilkinson Insurance Agency Inc		1477 E Apple Ave	Muskegon	MI	49442
61-24-205-247-0002-00	1116 Ambrosia St	Hibbs	Darlene	1116 Ambrosia St	Muskegon	MI	49442
61-24-205-247-0003-00	1124 Ambrosia St	Hunter	Erica	1124 Ambrosia St	Muskegon	MI	49442
61-24-205-246-0009-00	1125 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-247-0003-10	1128 Ambrosia St	Cook	Kenneth	2520 6th St	Muskegon	MI	49444
61-24-205-249-0001-00	1150 Ambrosia St	McCoy	Jessie Lee	1150 Ambrosia St	Muskegon	MI	49442
61-24-205-250-0008-00	1155 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-249-0002-00	1160 Ambrosia St	Strouse	Bonnie	PO Box 1133	Muskegon	MI	49443
61-24-205-249-0003-10	1168 Ambrosia St	Jones	Candy	4537 NE 82nd Ave	Portland	OR	97220

61-24-205-262-0001-00	1192 Ambrosia St	Eldenbrady	Joshua	1136 Spring St	Muskegon	MI	49442
61-24-205-262-0002-00	1200 Ambrosia St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-261-0008-00	1205 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-262-0003-00	1206 Ambrosia St	Mitchell	James	1206 Ambrosia St	Muskegon	MI	49442
61-24-205-263-0008-00	1253 Ambrosia St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-205-0006-00	204 Amity Ave	Brown	Shirley	204 Amity Ave	Muskegon	MI	49442
61-24-205-209-0007-00	205 Amity Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-205-0007-00	210 Amity Ave	Patino	Charles	450 West St	Muskegon	MI	49442
61-24-205-209-0005-00	213 Amity Ave	Brownlow	Vivian	889 Emory Ave	Akron	OH	44310
61-24-205-205-0008-00	218 Amity Ave	Quest IRA Inc		17171 Park Row Suite 100	Houston	TX	77084
61-24-205-205-0008-10	222 Amity Ave	Duncan	James	309 E Hackley Ave	Muskegon	MI	49444
61-24-205-209-0004-00	223 Amity Ave	McLaurin	Calvin	223 Amity Ave	Muskegon	MI	49442
61-24-205-205-0009-00	230 Amity Ave	A-1 Investments of Muskegon LLC		PO Box 21	Muskegon	MI	49443
61-24-205-209-0003-00	231 Amity Ave	Berry	James	1828 S 52nd Ave PO Box 398	Shelby	MI	49455
61-24-205-205-0010-00	244 Amity Ave	Brewster	Marilyn	347 Shonat St Apt 5	Muskegon	MI	49442
61-24-205-209-0001-10	253 Amity Ave	Garcia Galvez	Tomas	253 Amity Ave	Muskegon	MI	49442
61-24-205-205-0011-10	254 Amity Ave	Brewster	Marilyn	347 Shonat St Apt 5	Muskegon	MI	49442
61-24-205-204-0010-00	272 Amity Ave	Nielson	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-210-0006-00	273 Amity Ave	Vanholstyn	Matt	4900 Fruit Ridge Ave	Grand Rapids	MI	49544
61-24-205-210-0005-00	283 Amity Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-204-0012-00	288 Amity Ave	Hewelett	Dareese	288 Amity Ave	Muskegon	MI	49442
61-24-205-210-0004-00	289 Amity Ave	Hakeem	Muhammad	289 Amity Ave	Muskegon	MI	49442
61-24-205-210-0004-10	293 Amity Ave	Craner	William A	106 Smith St	Herperia	MI	49421
61-24-205-204-0013-00	304 Amity Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-210-0003-00	305 Amity Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-204-0013-20	306 Amity Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-204-0014-00	310 Amity Ave	Berry	James	5835 W Shelby Rd	Shelby	MI	49455
61-24-205-210-0002-00	311 Amity Ave	Kitchen	Sharon R	1713 Yale Place	Rockville	MD	20850
61-24-205-204-0015-00	318 Amity Ave	First National Bank of America		PO Box 52	Fruitport	MI	49415
61-24-205-204-0015-20	322 Amity Ave	Levelston	Idella	322 Amity Ave	Muskegon	MI	49442
61-24-205-211-0006-00	339 Amity Ave	Crews	Karla	339 Amity Ave	Muskegon	MI	49442
61-24-205-203-0007-10	340 Amity Ave	Larson	Mary	340 Amity Ave	Muskegon	MI	49442
61-24-205-203-0007-20	344 Amity Ave	Leveleston	Janice	3319 Lemuel Street	Muskegon	MI	49444
61-24-205-211-0006-10	345 Amity Ave	Plotts	Durwin	345 Amity Ave	Muskegon	MI	49442

61-24-205-203-0008-00	348 Amity Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-203-0008-10	352 Amity Ave	Vempire LC		PO Box 44008	Muskegon Heights	MI	49444
61-24-205-211-0005-00	353 Amity Ave	Walker	Pearlie M	353 Amity Ave	Muskegon	MI	49442
61-24-205-203-0009-00	358 Amity Ave	Caviness	Christee	2720 Bellevue Rd	Muskegon	MI	49441
61-24-205-211-0004-00	361 Amity Ave	Quest Ira Inc		17171 Park Row #100	Houston	TX	77084
61-24-205-203-0009-10	364 Amity Ave	Roberson	Marvin	731 Orchard Ave	Muskegon	MI	49442
61-24-205-211-0003-00	371 Amity Ave	Carey	Stephen	1411 Russell Rd	Alexandria	VA	22301
61-24-205-203-0010-00	372 Amity Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-211-0002-00	381 Amity Ave	Taylor	Aleen	381 Amity Ave	Muskegon	MI	49442
61-24-205-203-0011-00	382 Amity Ave	Smith	Leticia	382 Amity Ave	Muskegon	MI	49442
61-24-205-203-0012-00	390 Amity Ave	Wright	Douglas	390 Amity Ave	Muskegon	MI	49442
61-24-205-211-0001-10	391 Amity Ave	Williams	Nell	391 Amity Ave	Muskegon	MI	49442
61-24-205-211-0001-00	393 Amity Ave	Bailey	Tameka	547 Erickson St	Muskegon	MI	49442
61-24-205-223-0001-00	97 East Apple Ave	County of Muskegon		990 Terrace Street	Muskegon	MI	49442
61-24-205-214-0008-00	200 East Apple Ave	Nielson	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-214-0009-00	212 E Apple Ave	Clanton	Roberta	14870 Swan Ln	Spring Lake	MI	49456
61-24-205-214-0009-10	218 East Apple Ave	Nielson	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-214-9991-00	222 East Apple Ave	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-233-0001-00	271 E Apple Ave	Goodwill Industries		271 E Apple Ave	Muskegon	MI	49442
61-24-205-213-0001-00	318 East Apple Ave	Muskegon County Building Authority		990 Terrace Street 4th Floor	Muskegon	MI	49442
61-24-205-234-0001-00	341 East Apple Ave	Harakas Trust	Donald	1417 Ruddiman Drive	Muskegon	MI	49445
61-24-205-212-0001-00	376 East Apple Ave	County of Muskegon		990 Terrace Street	Muskegon	MI	49442
61-24-205-234-0008-00	389 East Apple Ave	Host Industries Inc		29 Del Oro Lagoon	Novato	CA	94949
61-24-205-268-0004-10	342 Bauer Ave	Hegwood	Urious	342 Bauer Ave	Muskegon	MI	49442
61-24-205-268-0005-00	350 Bauer Ave	Muskegon Monument and Stone		1396 Pine St	Muskegon	MI	49442
61-24-205-270-0009-00	353 Bauer Ave	Muskegon Monument and Stone		1396 Pine St	Muskegon	MI	49442
61-24-205-268-0006-00	358 Bauer Ave	Anderson	Mark	358 Bauer Ave	Muskegon	MI	49442
61-24-205-268-0007-00	364 Bauer Ave	Harris	Eleanor	2517 Wood St	Muskegon	MI	49444
61-24-771-000-0041-00	482 Benton Ave	Muskegon Construction Co		75 West Walton Avenue Suite A	Muskegon	MI	49440
61-24-771-000-0039-00	494 Benton Ave	Walton	Willie Mae	935 Marquette Avenue Apt D	Muskegon	MI	49442
61-24-771-000-0048-00	503 Benton Ave	Ross	Charles	505 Benton Avenue	Muskegon	MI	49442
61-24-771-000-0037-00	504 Benton Ave	Hicks	James	504 Benton Avenue	Muskegon	MI	49442
61-24-771-000-0047-00	505 Benton Ave	Ross	Charles	505 Benton Avenue	Muskegon	MI	49442
61-24-771-000-0046-00	511 Benton Ave	Edwards	Viola	511 Benton Avenue	Muskegon	MI	49442

61-24-205-264-0005-00	320 Catawba Ave	Harton	Renee	320 Catawba Ave	Muskegon	MI	49442
61-24-205-268-0011-00	329 Catawba Ave	Droughn	Ramon	2012 Jarman St	Muskegon Heights	MI	49444
61-24-205-264-0006-00	330 Catawba Ave	Bowen	Randy	330 Catawba Ave	Muskegon	MI	49442
61-24-205-264-0007-00	336 Catawba Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-268-0010-00	337 Catawba Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-269-0001-10	373 Catawba Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49442
61-24-205-263-0004-10	374 Catawba Ave	Bergren	Rena	374 Catawba Ave	Muskegon	MI	49442
61-24-205-269-0007-00	379 Catawba Ave	Perez	Rosanna	379 Catawba Avenue	Muskegon	MI	49442
61-24-205-263-0005-00	380 Catawba Ave	Bass	Joe	380 Catawba Ave	Muskegon	MI	49442
61-24-205-263-0007-00	398 Catawba Ave	Gordon Painting & Pressure Washing		398 Catawba Ave	Muskegon	MI	49442
61-24-771-000-0059-00	425 Catawba Ave	Urban League of Greater Muskegon		PO Box 4272	Muskegon	MI	49444
61-24-205-094-0009-00	428 Catawba Ave	Odie	Grivers	428 Catawba Ave	Muskegon	MI	49442
61-24-205-094-0009-10	436 Catawba Ave	Johnson	Charles	436 Catawba Ave	Muskegon	MI	49442
61-24-205-094-0010-00	442 Catawba Ave	Sharps	Erica	442 Catawaba Ave	Muskegon	MI	49442
61-24-205-094-0011-00	450 Catawba Ave	Beasley	Amenia	450 Catawba Ave	Muskegon	MI	49442
61-24-205-094-0011-10	460 Catawba Ave	Pruitt	Brenda	460 Catawba Ave	Muskegon	MI	49442
61-24-205-094-0012-00	462 Catawba Ave	Greinke	Naomi	1189 S Getty St	Muskegon	MI	49442
61-24-771-000-0057-00	463 Catawba Ave	RJW Mission Properties LLC		16406 Lannin Lane	Spring Lake	MI	49456
61-24-771-000-0025-00	479 Catawba Ave	Sherman	Frederick	1239 Peck Street	Muskegon	MI	49441
61-24-771-000-0024-00	485 Catawba Ave	Sherman	Frederick	1239 Peck Street	Muskegon	MI	49441
61-24-771-000-0023-00	493 Catawba Ave	Jackson	Theopolis	493 Catawba Avenue	Muskegon	MI	49442
61-24-771-000-0022-00	497 Catawba Ave	Loera	Guadalupe	497 Catawba Avenue	Muskegon	MI	49442
61-24-771-000-0021-00	505 Catawba Ave	Exit Strategy October 13 LLC		24100 Southfield Road Suite 101	Southfield	MI	48075
61-24-771-000-0019-00	517 Catawba Ave	Johnson	Cynthia	517 Catawba Avenue	Muskegon	MI	49442
61-24-771-000-0018-00	525 Catawba Ave	Worley	Christopher	9980 Baumhoff Avenue NW	Sparta	MI	49345
61-24-205-251-0003-00	246 Catherine Ave	Dowson	Robert	246 Catherine Ave	Muskegon	MI	49442
61-24-205-260-0001-10	257 Catherine Ave	N & N Associates LLC		420 Carmen Dr	Spring Lake	MI	49456
61-24-205-251-0004-00	260 Catherine Ave	Mallory	Diann	260 Catherine Ave	Muskegon	MI	49442
61-24-205-251-0005-00	266 Catherine Ave	Brown	Napoleon	940 Stevens St	Muskegon	MI	49442
61-24-205-260-0016-00	269 Catherine Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-260-0014-00	273 Catherine Ave	Salazar	Stephen	273 Catherine Ave	Muskegon	MI	49442
61-24-205-251-0006-00	276 Catherine Ave	Pendelton	Galen	10330 S Calumet	Chicago	IL	60628
61-24-205-251-0007-00	280 Catherine Ave	Newman	Elizabeth	280 Catherine Ave	Muskegon	MI	49442
61-24-205-250-0004-10	318 Catherine Ave	Salacina	Amalia	318 Catherine Ave	Muskegon	MI	49442

61-24-205-261-0012-00	323 Catherine Ave	Meeks	Kevin	635 School St	Muskegon	MI	49442
61-24-205-250-0005-00	324 Catherine Ave	Kamp	Roger	324 Catherine Ave	Muskegon	MI	49442
61-24-205-261-0012-10	327 Catherine Ave	Jaimes	Maria	1242 Spring St	Muskegon	MI	49442
61-24-205-250-0005-10	328 Catherine Ave	Brooks	Elaine	12603 Van Wagoner	Grant	MI	49327
61-24-205-261-0011-00	333 Catherine Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-250-0006-00	334 Catherine Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-250-0007-00	342 Catherine Ave	Powell	Mike	342 Catherine Ave	Muskegon	MI	49442
61-24-205-249-0004-00	370 Catherine Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-249-0004-10	376 Catherine Ave	Kakish	Yacoub	14729 182nd St	Springfield Gardens	NY	11413
61-24-205-262-0001-10	381 Catherine Ave	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-262-0005-00	383 Catherine Ave	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-249-0005-00	384 Catherine Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-249-0006-00	390 Catherine Ave	Muskegon County Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-079-0005-00	421 Catherine Ave	Arias	Roberto Gutierrez	421 Catherine Ave	Muskegon	MI	49442
61-24-205-079-0004-00	427 Catherine Ave	Smith	Monique	1458 Leahy St	Muskegon	MI	49442
61-24-205-079-0004-10	433 Catherine Ave	Humphrey	Zebara	433 Catherine Ave	Muskegon	MI	49442
61-24-205-079-0002-00	449 Catherine Ave	Avengers Inc		1775 S Champion Ave	Columbus	OH	43207
61-24-205-079-0001-00	457 Catherine Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-191-0006-00	824 Cedar Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-206-0005-00	858 Cedar St	Napieralski	Brian	858 Cedar St	Muskegon	MI	49442
61-24-205-206-0009-00	876 Cedar St	Gomex	Carmen	2575 Sams Ln	Twin Lake	MI	49457
61-24-771-000-0026-00	1291 Chestnut St	Hunter	Comelia	1291 Chestnut Street	Muskegon	MI	49442
61-24-771-000-0027-00	1301 Chestnut St	Sandoval	Christina	1301 Chestnut Street	Muskegon	MI	49442
61-24-771-000-0029-00	1307 Chestnut St	King	John	1307 Chestnut Street	Muskegon	MI	49442
61-24-771-000-0034-00	1321 Chestnut St	Brooks	Floyd	3685 Harris Drive	Norton Shores	MI	49441
61-24-771-000-0034-10	1331 Chestnut St	Wilson	John	505 Yuba Street	Muskegon	MI	49442
61-24-771-000-0043-00	1345 Chestnut St	Carey	Sandra	1345 Chestnut Street	Muskegon	MI	49442
61-24-771-000-0043-10	1351 Chestnut St	Chiaverini	Alyssa	4057 Leclare Street	Muskegon	MI	49444
61-24-771-000-0043-20	1357 Chestnut St	Duo Sisters LLC		13650 172nd Avenue	Grand Haven	MI	49417
61-24-205-237-0001-10	175 Delaware Ave	Earth and Air Properties LLC		202 W Exchange	Spring Lake	MI	49456
61-24-205-237-0012-00	179 Delaware Ave	County of Muskegon		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-237-0011-00	187 Delaware Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-236-0001-10	233 Delaware Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-236-0013-00	241 Delaware Ave	Gray	Robert	241 Delaware Ave	Muskegon	MI	49442

61-24-205-236-0012-00	247 Delaware Ave	White	Claudia	247 Delaware Ave	Muskegon	MI	49442
61-24-205-232-0005-00	248 Delaware Ave	Anthony	Luegean	248 Delaware Ave	Muskegon	MI	49442
61-24-205-236-0012-10	253 Delaware Ave	Busman	Daniel	3845 Forest Edge	Muskegon	MI	49442
61-24-205-232-0005-10	254 Delaware Ave	Denson	Jim	254 Delaware Ave	Muskegon	MI	49442
61-24-205-236-0010-00	259 Delaware Ave	Lewis	Michael	259 Delaware Ave	Muskegon	MI	49442
61-24-205-181-0001-00	185 Eastern Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-182-0001-00	225 Eastern Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-199-0001-00	735 Emerald St	Harris	Susie	271 Orchard Ave	Muskegon	MI	49442
61-24-205-199-0001-10	747 Emerald St	Watts	Aminie	291 E Walton Ave	Muskegon	MI	49442
61-24-205-199-0012-10	751 Emerald St	Nielson	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-197-0001-00	756 Emerald St	Cogic Village-Muskegon LDHALP		2140 Valley St	Muskegon	MI	49444
61-24-205-199-0012-20	759 Emerald St	Wayne	Tommie	759 Emerald St	Muskegon	MI	49442
61-24-205-202-0006-10	808 Emerald St	D Wilkinson Insurance Agency Inc		4265 Grand Haven Rd Suite 100	Muskegon	MI	49441
61-24-205-201-0001-10	813 Emerald St	Overton	Patsy	756 S Quarterline Rd	Muskegon	MI	49442
61-24-205-202-0007-00	818 Emerald St	Goods	Gordon	818 Emerald St	Muskegon	MI	49442
61-24-205-201-0012-00	821 Emerald St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-201-0011-00	827 Emerald St	Vines	Dwight	2100 Manz	Muskegon	MI	49444
61-24-205-203-0004-00	848 Emerald St	Childers	Gregory	848 Emerald St	Muskegon	MI	49442
61-24-205-203-0005-00	856 Emerald St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-203-0006-00	864 Emerald St	Roberts	Ben	864 Emerald St	Muskegon	MI	49442
61-24-205-204-0016-00	869 Emerald St	McLaurin	Stanley	PO Box 1201	Muskegon	MI	49443
61-24-205-204-0015-10	877 Emerald St	Evans	Henry	877 Emerald St	Muskegon	MI	49442
61-24-205-203-0007-00	878 Emerald St	Leveleston	Janice	3319 Lemuel Street	Muskegon	MI	49444
61-24-205-211-0006-20	922 Emerald St	Anderson	William T	845 Catherine St	Muskegon	MI	49442
61-24-205-210-0001-00	923 Emerald St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-210-0012-00	937 Emerald St	Dunbar	David	8441 Chuckanut D	Montague	MI	49437
61-24-205-211-0007-00	940 Emerald St	County of Muskegon		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-204-0008-00	856 Fork St	Robinson	Linda	856 Fork St	Muskegon	MI	49442
61-24-205-204-0009-00	870 Fork St	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-205-0011-00	881 Fork St	Gregory	Clarence	881 Fork St	Muskegon	MI	49442
61-24-205-210-0006-10	922 Fork St	Munroe	William H	2029 9th St	Muskegon	MI	49444
61-24-205-210-0007-00	928 Fork St	Davis	Susie	928 Fork St	Muskegon	MI	49442
61-24-205-209-0001-20	929 Fork St	Castillo	Monica	929 Forks St	Muskegon	MI	49442
61-24-205-214-0001-00	965 Fork St	Professional Med Team Inc		965 Fork St	Muskegon	MI	49442

61-24-205-098-0001-20	1537 S Getty St	Fastenal Co - Mimus		2001 Theurer Blvd	Winona	MN	55987
61-24-205-098-0001-40	1577 S Getty St	Ferguson Enterprises Inc		125000 Jefferson Ave	Newport News	VA	23602
61-24-205-166-0001-00	285 Hall Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-245-0001-10	203 Iona Ave	Kenniston	David	2041 E Broadway Ave	Muskegon	MI	49444
61-24-205-237-0004-10	204 Iona Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-245-0012-00	209 Iona Ave	Kroesing	Edward	9198 Mariposa Ave	Roseville	CA	95661
61-24-205-237-0005-00	212 Iona Ave	Stone	Merle	212 Iona Ave	Muskegon	MI	49442
61-24-205-237-0006-00	216 Iona Ave	Madison	Edward	222 Iona Ave	Muskegon	MI	49442
61-24-205-245-0011-00	219 Iona Ave	C Bots 4 LLC		6348 North Milwaukee Ave #311	Chicago	IL	60646
61-24-205-237-0006-10	222 Iona Ave	Madison	Edward	222 Iona Ave	Muskegon	MI	49442
61-24-205-245-0010-00	225 Iona Ave	Rone	Jackie	225 Iona Ave	Muskegon	MI	49442
61-24-205-237-0007-00	226 Iona Ave	Riley	Samone	1123 Spring St	Muskegon	MI	49442
61-24-205-236-0004-00	252 Iona Ave	Kinney	Bruce	252 Iona Ave	Muskegon	MI	49442
61-24-205-236-0004-10	256 Iona Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-246-0001-10	261 Iona Ave	Chavez	Antonio	261 Iona Ave	Muskegon	MI	49442
61-24-205-236-0004-20	262 Iona Ave	Adams	Gerald	262 Iona Ave	Muskegon	MI	49442
61-24-205-246-0012-00	267 Iona Ave	Bookers	Cherylle	1125 Calvin Ave	Muskegon	MI	49442
61-24-205-236-0005-00	270 Iona Ave	Milliron	Amy	260 N Bear Lake Rd	Muskegon	MI	49445
61-24-205-246-0011-00	277 Iona Ave	Buckley	CW	283 Iona St	Muskegon	MI	49442
61-24-205-236-0006-00	280 Iona Ave	Gager	Cassandra	280 Iona Ave	Muskegon	MI	49442
61-24-205-246-0010-00	283 Iona Ave	Buckley	Mandy	283 Iona St	Muskegon	MI	49442
61-24-205-236-0007-00	284 Iona Ave	Keenan	Donates	284 Iona Ave	Muskegon	MI	49442
61-24-205-235-0004-00	310 Iona Ave	Goodwill Industries		271 E Apple Ave	Muskegon	MI	49442
61-24-205-235-0003-00	316 Iona Ave	Minor	Gloria Bell	1341 Eastwood Dr	Muskegon	MI	49442
61-24-205-247-0001-10	319 Iona Ave	Inglot	Patrick	599 Grandwoods Ct NE	Grand Rapids	MI	49525
61-24-205-247-0012-00	325 Iona Ave	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-247-0012-10	329 Iona Ave	N & N Associates LLC		420 Carmen Dr	Spring Lake	MI	49456
61-24-205-247-0011-00	333 Iona Ave	Shabazz	Kareem	333 Iona Ave	Muskegon	MI	49442
61-24-205-247-0011-10	337 Iona Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-247-0010-00	341 Iona Ave	McDonald	Mame	341 Iona Ave	Muskegon	MI	49442
61-24-205-234-0005-00	370 Iona Ave	Carballo	Adrian	370 Iona Avenue	Muskegon	MI	49442
61-24-205-234-0005-10	378 Iona Ave	River City Housing LLC		599 Grand Woods Court NE	Grand Rapids	MI	49525
61-24-205-234-0006-00	384 Iona Ave	Maxlow	Kenneth	384 Iona Avenue	Muskegon	MI	49442
61-24-205-234-0006-10	388 Iona Ave	Critchett	Jerry	3050 McDermott Street	Muskegon	MI	49444

61-24-129-300-0001-00	355 Irwin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-270-0003-10	388 Irwin Ave	McNeil	Maire	1938 Sanford St	Muskegon	MI	49441
61-24-205-270-0003-20	392 Irwin Ave	Zukiewicz	George	3190 Dalson Rd	Twin Lake	MI	49457
61-24-205-096-0001-50	444 Irwin Ave	Foundation Real Estate Development		444 Irwin Ave	Muskegon	MI	49442
61-24-129-400-0001-00	445 Irwin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-095-0001-65	500 Irwin Ave	Clifford Buck Construction Inc		500 Irwin Ave	Muskegon	MI	49442
61-24-205-251-0001-10	231 E Isabella Ave	Long	Leon	240 E Isabella Ave	Muskegon	MI	49442
61-24-205-251-0013-00	235 E Isabella Ave	Salacina	Roger	239 E Isabella Ave	Muskegon	MI	49442
61-24-205-251-0013-10	239 E Isabella Ave	Navarro	Connie	239 E Isabella Ave	Muskegon	MI	49442
61-24-205-245-0005-00	240 E Isabella Ave	Speech	Marzella	240 E Isabella Ave	Muskegon	MI	49442
61-24-205-251-0012-00	243 E Isabella Ave	Harris	Eleanore	2948 Woodcliffe Dr	Muskegon	MI	49444
61-24-205-245-0006-00	246 E Isabella Ave	Miller	Keith	1030 Dorchester SW	Grand Rapids	MI	49503
61-24-205-245-0007-00	252 E Isabella Ave	Palmer	Bryant	1785 Dyson St	Muskegon	MI	49442
61-24-205-251-0011-00	253 E Isabella Ave	Tucker	Theotis	PO Box 4173	Muskegon	MI	49444
61-24-205-246-0003-00	288 E Isabella Ave	United States of America-HUD		2401 NW 23rd St Suite 1D	Oklahoma City	OK	73107
61-24-205-250-0001-00	291 E Isabella Ave	MSI Consulting Inc		654 N 800 E	Spanish Fork	UT	84660
61-24-205-250-0012-00	295 E Isabella Ave	Potts	Geraldine	861 S Wolf Lake Rd	Muskegon	MI	49442
61-24-205-246-0005-00	298 E Isabella Ave	Gerth	Amber	298 E Isabella Ave	Muskegon	MI	49442
61-24-205-250-0012-10	299 E Isabella Ave	Potts	Geraldine	295 E Isabella Ave	Muskegon	MI	49442
61-24-205-250-0011-00	303 E Isabella Ave	Vargas	Guadalupe	303 E Isabella Ave	Muskegon	MI	49442
61-24-205-246-0006-00	304 E Isabella Ave	Spencer	Carol	304 E Isabella Ave	Muskegon	MI	49442
61-24-205-246-0007-00	308 E Isabella Ave	Foster	Charles	308 E Isabella Ave	Muskegon	MI	49442
61-24-205-247-0004-10	348 E Isabella Ave	Dover	Bertha	415 S Densmore St	Muskegon	MI	49442
61-24-205-249-0012-00	353 E Isabella Ave	Walker	Lance	1536 Park St	Muskegon	MI	49442
61-24-205-247-0005-00	356 E Isabella Ave	Stewart	Virginia	1505 Albert Ave	Muskegon	MI	49442
61-24-205-249-0012-10	357 E Isabella Ave	County of Muskegon		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-249-0011-00	361 E Isabella Ave	Brooks	Alisa	361 E Isabella Ave	Muskegon	MI	49442
61-24-205-249-0010-00	369 E Isabella Ave	Westbrook Builders LLC		1818 S Citrus Grove	Mesa	AZ	85204
61-24-205-247-0007-00	370 E Isabella Ave	Jackson	Bobby	14722 Lemoli Ave Unit 207	Gardena	CA	90249
61-24-205-214-0005-00	201 Jay Street	City of Muskegon		933 Terrace ST	Muskegon	MI	49443
61-24-205-209-9991-00	930 Jay Street	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-214-0006-00	970 Jay Street	Nielson	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-214-0007-00	974 Jay St	Cisneros	Gabriel	630 Columbus Ave	Grand Haven	MI	49417
61-24-771-000-0052-00	1373 Kenneth St	Stille	Allen	1088 Calvin Avenue	Muskegon	MI	49442

61-24-771-000-0054-00	1381 Kenneth St	Deephouse	Dustin	7260 Evanston Avenue	Muskegon	MI	49442
61-24-771-000-0049-00	1389 Kenneth St	Workman	John	2044 Westlake Road	Twin Lake	MI	49457
61-24-205-162-0001-00	655 Marion Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-264-0001-00	287 McLaughlin Ave	Tate	Shawn	287 McLaughlin Ave	Muskegon	MI	49442
61-24-205-260-0004-10	288 McLaughlin Ave	Herbert	Edna	288 McLaughlin Ave	Muskegon	MI	49442
61-24-205-264-0012-00	291 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-260-0005-00	292 McLaughlin Ave	Page	D'Anthony	292 McLaughlin Ave	Muskegon	MI	49442
61-24-205-260-0006-00	298 McLaughlin Ave	Groenhout	Blake	664 Hendrick Rd	Muskegon	MI	49441
61-24-205-264-0011-00	301 McLaughlin Ave	Roosevelt	George	8848 Bradford St	Philadelphia	PA	19115
61-24-205-260-0007-00	304 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-264-0010-00	307 McLaughlin Ave	Skadeland	Jamie	2123 Lakeshore Dr	Muskegon	MI	49441
61-24-205-260-0008-00	312 McLaughlin Ave	Ortiz	Karina	2328 6th St	Muskegon	MI	49444
61-24-205-261-0004-10	346 McLaughlin Ave	Brooks Rental Properties VI LLC		12603 Van Wagoner	Grant	MI	49327
61-24-205-263-0012-00	351 McLaughlin Ave	Meeks	Ricky	441 Amity Ave	Muskegon	MI	49442
61-24-205-261-0005-00	354 McLaughlin Ave	Jaimes	Maria	1242 Spring St	Muskegon	MI	49442
61-24-205-263-0012-10	355 McLaughlin Ave	Adams	John	355 McLaughlin Ave	Muskegon	MI	49442
61-24-205-261-0006-00	360 McLaughlin Ave	Alsobrooks	Ross	1745 Madison	Muskegon	MI	49442
61-24-205-263-0011-00	363 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-261-0007-00	370 McLaughlin Ave	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-262-0004-00	396 McLaughlin Ave	Laban	Sue	94 Serra Ct	Muskegon	MI	49442
61-24-205-094-0005-00	415 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-079-0008-00	422 McLaughlin Ave	Wishart	Charles	1210 Amity Ave	Muskegon	MI	49442
61-24-205-079-0009-00	428 McLaughlin Ave	Abdalla	Essam	54 Phillip Ave	Elmwood Park	NJ	07407
61-24-205-094-0004-00	429 McLaughlin Ave	Villarreal	Ofelia	429 McLaughlin Ave	Muskegon	MI	49442
61-24-205-094-0003-00	435 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-079-0010-00	438 McLaughlin Ave	Saucedo	Brenda	438 McLaughlin Ave	Muskegon	MI	49442
61-24-205-094-0002-00	449 McLaughlin Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-079-0011-00	456 McLaughlin Ave	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-094-0001-00	457 McLaughlin Ave	Stille	Allen	1620 S Quarterline Rd	Muskegon	MI	49442
61-24-205-094-0001-00	461 McLaughlin Ave	Urbina	Doris	1109 E Larch Ave	Muskegon	MI	49442
61-24-205-184-9991-00	805 Murphy Street	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-184-0012-00	825 Murphy Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-200-0008-00	832 Murphy St	D Wilkinson Insurance Agency Inc		4265 Grand Haven Rd Suite 100	Muskegon	MI	49441
61-24-205-191-0001-00	185 E Muskegon Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443

61-24-205-192-0001-00	205 E Muskegon Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-193-0004-00	287 E Muskegon Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-193-0011-00	306 E Muskegon Ave	Westbrook Builders LLC		1818 S Citrus Grove	Mesa	AZ	85204
61-24-205-193-0001-00	307 E Muskegon Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-194-0001-00	325 E Muskegon Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-208-0012-00	148 Myrtle Ave	Green	Darlene	1250 McLaughlin	Muskegon	MI	49442
61-24-205-000-0001-00	175 Myrtle Ave	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-206-0011-00	186 Myrtle Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-205-0005-00	203 Myrtle Ave	Patino	Charles	450 West St	Muskegon	MI	49442
61-24-205-205-0004-00	213 Myrtle Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-209-0014-00	214 Myrtle Ave	Munsee	Michael	214 Myrtle Ave	Muskegon	MI	49442
61-24-205-205-0003-00	223 Myrtle Ave	Callaway	Travis	16225 E Benbow ST	Covina	CA	91722
61-24-205-200-0007-00	230 Myrtle Ave	County of Muskegon		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-200-0009-00	246 Myrtle Ave	Sweet	Neil	3307 Tyler Rd	Twin Lake	MI	49457
61-24-205-200-0010-00	256 Myrtle Ave	Roundtree	Tanya	256 Myrtle Ave	Muskegon	MI	49442
61-24-205-200-0011-00	260 Myrtle Ave	Chandler	Eugene	350 Houston Ave Apt 119	Muskegon	MI	49441
61-24-205-200-0011-10	266 Myrtle Ave	Ruelas	Raul	266 Myrtle Ave	Muskegon	MI	49442
61-24-205-201-0007-00	267 Myrtle Ave	Tea Properties LLC		16393 Taft Rd	Spring Lake	MI	49456
61-24-205-200-0012-10	272 Myrtle Ave	Sims	James	272 Myrtle Ave	Muskegon	MI	49442
61-24-205-201-0005-00	275 Myrtle Ave	Robinson	Kattie	275 Myrtle Ave	Muskegon	MI	49442
61-24-205-199-0007-10	278 Myrtle Ave	Watts	Monroe	794 Rathborne St	Muskegon	MI	49442
61-24-205-199-0008-00	286 Myrtle Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-201-0004-00	295 Myrtle Ave	Cornelisse	Charles	295 Myrtle Ave	Muskegon	MI	49442
61-24-205-201-0002-00	301 Myrtle Ave	Steward	William	39121 Prentiss St Apartment 205	Harrison Township	MI	48045
61-24-205-199-0009-00	304 Myrtle Ave	Long	Arlegia	304 Myrtle Ave	Muskegon	MI	49442
61-24-205-201-0001-00	313 Myrtle Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-199-0010-00	316 Myrtle Ave	Dwayne Lang Rental Properties LLC		856 Ada Ave	Muskegon	MI	49442
61-24-205-199-0011-00	320 Myrtle Ave	Snyder	Jill	7253 Manitoba Ct	Hudsonville	MI	49426
61-24-205-199-0011-10	324 Myrtle Ave	Knight	Marva	430 E Hackley Ave	Muskegon	MI	49444
61-24-205-199-0012-00	328 Myrtle Ave	Knight	Marva	430 E Hackley Ave	Muskegon	MI	49444
61-24-205-199-0012-30	332 Myrtle Ave	Wallace	Tracy	472 Marquette Ave	Muskegon	MI	49442
61-24-205-198-0002-00	385 Myrtle Ave	Fox	Annie	763 Wood St	Muskegon	MI	49442
61-24-205-097-0001-00	600 Nims St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-098-0001-00	656 Nims St	Simons Development LLC		8298 E Garfield Rd	Hesperia	MI	49421

61-24-129-400-9991-00	764 Nims St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-095-0001-00	1280 Nims St	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-202-0006-00	341 Oak Ave	Torres	Enrique	341 Oak Ave	Muskegon	MI	49442
61-24-205-198-0004-00	344 Oak Ave	Booker	Shirley	344 Oak Ave	Muskegon	MI	49442
61-24-205-202-0005-00	351 Oak Ave	Woodfork	Patrick	351 Oak Ave	Muskegon	MI	49442
61-24-205-198-0004-10	356 Oak Ave	Love	Viola	356 Oak Ave	Muskegon	MI	49442
61-24-205-202-0004-00	361 Oak Ave	Fox	Lisa	361 Oak Ave	Muskegon	MI	49442
61-24-205-198-0003-00	368 Oak Ave	L L Property Management		356 Oak Ave	Muskegon	MI	49442
61-24-205-202-0003-00	371 Oak Ave	Hough	Jeffery	1064 Wood St	Muskegon	MI	49442
61-24-205-198-0006-00	380 Oak Ave	Blohm	Autumn	1322 Peck St	Muskegon	MI	49441
61-24-205-202-0002-00	381 Oak Ave	Rodriguez	Antonio	630 Leonard Ave	Muskegon	MI	49442
61-24-205-205-0001-00	249 Orchard Ave	R&D Venture LLC		385 Moonraker Dr	Slidell	LA	70458
61-24-205-204-0007-00	271 Orchard Ave	Harris	Susie	271 Orchard Ave	Muskegon	MI	49442
61-24-205-204-0005-00	291 Orchard Ave	Frazier Alvernis Estate		1342 Kingsley	Muskegon	MI	49442
61-24-205-201-0008-00	292 Orchard Ave	Verkade	Bryant	12931 Apple Dr	Nunica	MI	49448
61-24-205-204-0004-00	297 Orchard Ave	Beck	Thomas	PO Box 132	Cedar Springs	MI	49319
61-24-205-204-0003-00	301 Orchard Ave	Beck	Thomas	PO Box 132	Cedar Springs	MI	49319
61-24-205-201-0009-00	302 Orchard Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-204-0002-00	307 Orchard Ave	Nielsen	Roger	420 Carmen Drive	Spring Lake	MI	49456
61-24-205-201-0010-00	308 Orchard Ave	Brown	Mary	308 Orhcard Ave	Muskegon	MI	49442
61-24-205-204-0001-00	313 Orchard Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-202-0008-00	348 Orchard Ave	Ruff	Arrie	PO Box 1686	Muskegon	MI	49443
61-24-205-202-0009-00	352 Orchard Ave	Burr	Steven	352 Orchard Ave	Muskegon	MI	49442
61-24-205-203-0003-00	361 Orchard Ave	Spears	David	PO Box 47	East Lansing	MI	48826
61-24-205-202-0010-00	368 Orchard Ave	Campbell	Evelyn	368 Orchard Ave	Muskegon	MI	49442
61-24-205-203-0002-00	371 Orchard Ave	Szot	Clementine	861 Wood St	Muskegon	MI	49442
61-24-205-202-0010-10	372 Orchard Ave	Cowling	Robert	372 Orchard Ave	Muskegon	MI	49442
61-24-205-203-0009-30	373 Orchard Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-202-0011-00	376 Orchard Ave	Masar	John	1450 N Peterson Rd	Muskegon	MI	49445
61-24-205-203-0001-00	379 Orchard Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-202-0011-10	382 Orchard Ave	Solis	Celso Mendes	150 Patterson Rd	Muskegon	MI	49442
61-24-205-237-0001-00	1144 Pine St	Chapman	Rhonda	1144 Pine St	Muskegon	MI	49442
61-24-205-237-0002-00	1150 Pine St	Jackson	Josephine	1150 Pine St	Muskegon	MI	49442
61-24-205-237-0003-10	1162 Pine St	Pendelton	Galen	10330 S Calumet	Chicago	IL	61628

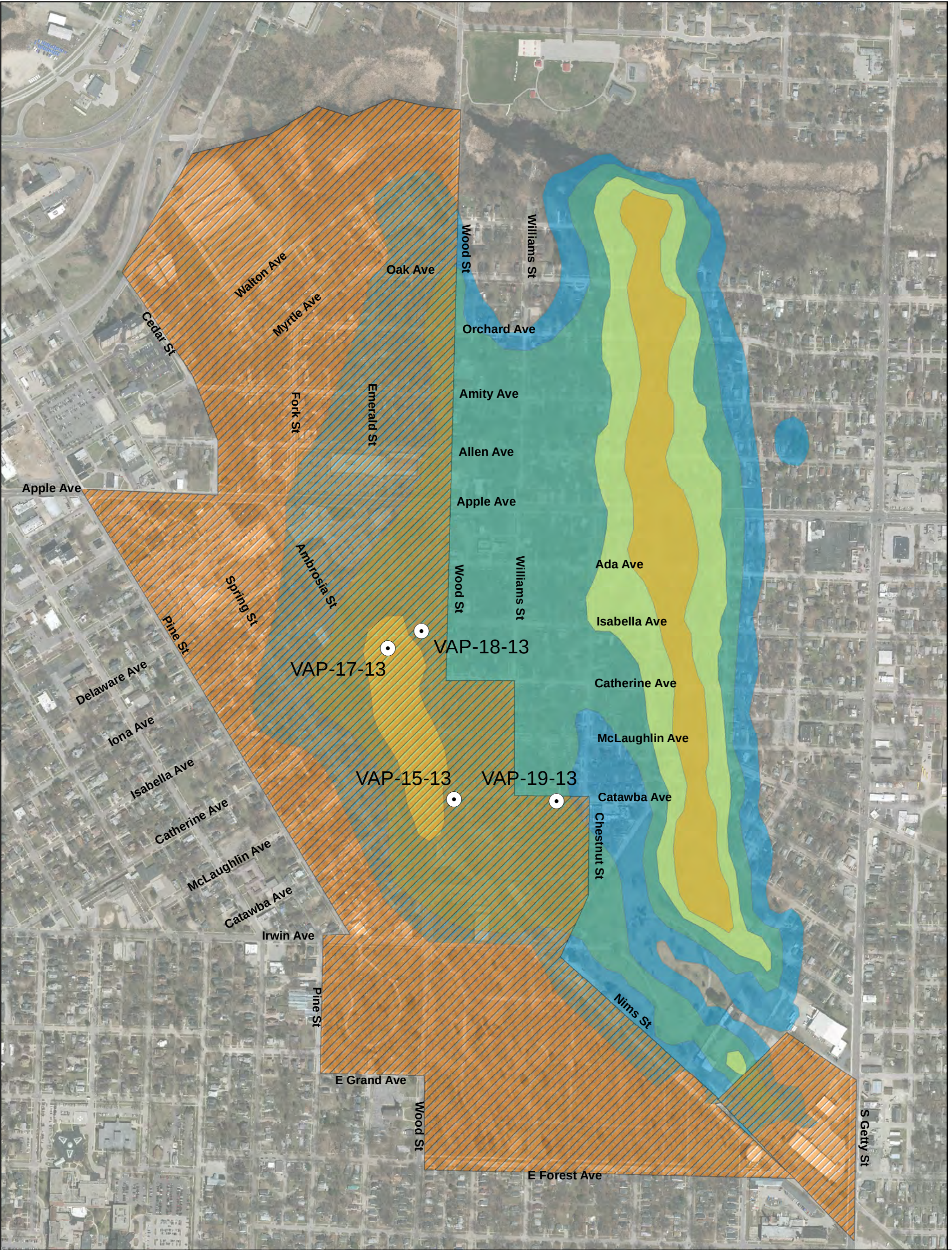
61-24-205-245-0001-00	1184 Pine St	JM Diamond LLC		13721 W 59th Ave	Arvada	CO	80004
61-24-205-245-0002-00	1192 Pine St	Bank of America		1661 Worthington Suite 100	West Palm Beach	FL	33409
61-24-205-245-0002-10	1194 Pine St	Starcorp LLC		119 Sims Ave Unit N	Panama City	FL	32404
61-24-205-245-0003-00	1200 Pine St	Dagen	Thomas	1200 Pine St	Muskegon	MI	49442
61-24-205-245-0004-00	1206 Pine St	Speech	Marzella	240 E Isabella Ave	Muskegon	MI	49442
61-24-205-251-0001-00	1226 Pine St	JM Diamond LLC		13721 W 59th Ave	Arvada	CO	80004
61-24-205-251-0002-00	1232 Pine St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-260-0001-30	1270 Pine St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-260-0002-00	1278 Pine St	Muckey	Robert	1273 Pine St	Muskegon	MI	49442
61-24-205-260-0003-00	1284 Pine St	Muckey	Robert	1273 Pine St	Muskegon	MI	49442
61-24-205-264-0002-00	1318 Pine St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-264-0003-00	1324 Pine St	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-264-0004-00	1334 Pine St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-268-0002-00	1350 Pine St	Day	Harriet	1350 Pine St	Muskegon	MI	49442
61-24-205-268-0003-00	1362 Pine St	Longmire	Johnnie	1362 Pine St	Muskegon	MI	49442
61-24-205-268-0004-00	1374 Pine St	Consolidated Properties Trust		201 Everglade Dr	Madison	WI	53717
61-24-205-270-0001-00	1396 Pine St	Muskegon Monument and Stone		1396 Pine St	Muskegon	MI	49442
61-24-205-199-0007-00	794 Rathborne St	Bell Properties		794 Rathborne St	Muskegon	MI	49442
61-24-205-200-0012-00	795 Rathborne St	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-234-0002-10	1030 Sophia Street	Newell	Leon	1030 Sophia Street	Muskegon	MI	49442
61-24-205-235-0010-00	1037 Sophia St	Goodwill Industries		271 E Apple Ave	Muskegon	MI	49442
61-24-205-234-0003-00	1038 Sophia Street	Ellis	Irene	1038 Sophia Street	Muskegon	MI	49442
61-24-205-234-0004-00	1048 Sophia Street	Gutierrez	Janet	1639 6th Street	Muskegon	MI	49442
61-24-205-248-0001-00	1070 Sophia Street	MSI Consulting Inc		654 North 800 E	Spanish Fork	Utah	84660
61-24-205-247-0009-00	1077 Sophia St	Armenta	Mario	1710 S Talbott St	Indianapolis	IN	46225
61-24-205-248-0002-00	1082 Sophia Street	Williams	Percy	2933 8th Street	Muskegon Heights	MI	49444
61-24-205-248-0002-10	1082 Sophia Street	Williams	Percy	2933 8th Street	Muskegon Heights	MI	49444
61-24-205-247-0008-00	1085 Sophia St	Black	Helen	1085 Sophia St	Muskegon	MI	49442
61-24-205-248-0003-00	1088 Sophia St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-247-0006-00	1089 Sophia St	May Property Management LLC		3947 Norton Hills Road	Muskegon	MI	49441
61-24-205-247-0007-10	1095 Sophia St	Gause	Clifton	1095 Sophia St	Muskegon	MI	49442
61-24-205-249-0010-10	1113 Sophia St	Community Investment LLC		35700 Kensington	Sterling Heights	MI	48312
61-24-205-249-0009-00	1119 Sophia St	Community Investment LLC		35700 Kensington	Sterling Heights	MI	48312
61-24-205-237-0010-00	1101 Spring St	Resurrection Properties LLC		722 W River St	Otsego	MI	49078

61-24-205-237-0009-00	1109 Spring St	Carpenter	Christopher	1109 Spring St	Muskegon	MI	49442
61-24-205-236-0002-00	1112 Spring St	Rottier	James	1584 S Dickinson	Fremont	MI	49412
61-24-205-236-0002-10	1116 Spring St	Littell	Mark	1116 Spring St	Muskegon	MI	49442
61-24-205-237-0008-00	1119 Spring St	Brown	Casonda	1119 Spring St	Muskegon	MI	49442
61-24-205-236-0003-00	1122 Spring St	Crenshaw	Georgia	1122 Spring St	Muskegon	MI	49442
61-24-205-237-0008-10	1123 Spring St	Thomas	Beatrice	1123 Spring St	Muskegon	MI	49442
61-24-205-237-0007-10	1129 Spring St	Riley	Samone	1123 Spring St	Muskegon	MI	49442
61-24-205-246-0001-00	1146 Spring St	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-246-0002-00	1152 Spring St	Rice	Elnora	1152 Spring St	Muskegon	MI	49442
61-24-205-245-0009-00	1153 Spring St	Rone	Jackie	225 Iona Ave	Muskegon	MI	49442
61-24-205-245-0009-10	1157 Spring St	Guillen	Reina	1157 Spring St	Muskegon	MI	49442
61-24-205-245-0008-00	1163 Spring St	Meeks	Clarence	1163 Spring St	Muskegon	MI	49442
61-24-205-245-0007-10	1171 Spring St	Long	Leon	240 Isabella Ave	Muskegon	MI	49442
61-24-205-251-0009-00	1187 Spring St	Pierce	Sherrie	1187 Spring St	Muskegon	MI	49442
61-24-205-250-0002-00	1188 Spring St	Cunningham	Stanley	1223 Morgan Ave	Muskegon	MI	49442
61-24-205-251-0008-00	1205 Spring St	Holt	N J	PO Box 972981	Ypsilanti	MI	48197
61-24-205-250-0003-00	1206 Spring St	Bank of America		7105 Corporate Dr #PTX-B-32	Plano	TX	75024
61-24-205-250-0004-00	1214 Spring St	Vega	Alma	PO Box 44013	Muskegon	MI	49444
61-24-205-251-0007-20	1215 Spring St	Gill	William	1215 Spring St	Muskegon	MI	49442
61-24-205-260-0013-00	1229 Spring St	Sompolinsky	Meguel	1229 Spring St	Muskegon	MI	49442
61-24-205-261-0001-00	1230 Spring St	Avala	Zachary	1230 Spring St	Muskegon	MI	49442
61-24-205-261-0002-00	1236 Spring St	Farrior	Maggie	226 E Hackley Ave	Muskegon	MI	49444
61-24-205-260-0012-00	1237 Spring St	Pringle	Robert	1237 Spring St	Muskegon	MI	49442
61-24-205-261-0002-10	1242 Spring St	Jaimes	Maria	1242 Spring St	Muskegon	MI	49442
61-24-205-260-0011-00	1245 Spring St	Sovory	Rosalyn	5995 Hudson Ave	San Bernardino	CA	92404
61-24-205-260-0010-00	1247 Spring St	Young	Gladys	1247 Spring St	Muskegon	MI	49442
61-24-205-261-0003-00	1248 Spring St	Gause	Henrietta	718 S Stephenson Hwy	Royal Oak	MI	48067
61-24-205-260-0009-00	1251 Spring St	Villada	Adolfo	1251 Spring St	Muskegon	MI	49442
61-24-205-261-0004-00	1254 Spring St	Zimmer	Mark	PO Box 575	Grant	MI	49327
61-24-205-263-0001-00	1272 Spring St	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-264-0009-00	1281 Spring St	JM Diamond LLC		13721 W 59th Ave	Arvada	CO	80004
61-24-205-264-0008-00	1287 Spring St	Lutker	Monica	1287 Spring St	Muskegon	MI	49442
61-24-205-264-0007-10	1293 Spring St	Lutker	Monica	1287 Spring St	Muskegon	MI	49442
61-24-205-264-0007-20	1297 Spring St	Jones	Lucy	1297 Spring St	Muskegon	MI	49442

61-24-205-263-0004-00	1298 Spring St	Garcia	Juanquin	1298 Spring St	Muskegon	MI	49442
61-24-205-268-0010-10	1311 Spring St	Thomas	Betty	1311 Spring St	Muskegon	MI	49442
61-24-205-269-0001-00	1312 Spring St	Brown	Michael	1312 Spring Street	Muskegon	MI	49442
61-24-205-269-0002-00	1320 Spring St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-268-0009-00	1321 Spring St	Waller	Conradalita	1321 Spring St	Muskegon	MI	49442
61-24-205-268-0008-00	1327 Spring St	Sander	Lakisha	1327 Spring St	Muskegon	MI	49442
61-24-205-269-0003-00	1328 Spring St	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-269-0003-10	1330 Spring St	Cummings	Dwight	1330 Spring Street	Muskegon	MI	49442
61-24-205-268-0007-10	1333 Spring St	Adams	Miyako	18 Willow Wood Dr	Muskegon	MI	49442
61-24-205-269-0004-10	1336 Spring St	Eldenbrady	Joshua	1336 Spring Street	Muskegon	MI	49442
61-24-205-268-0007-20	1337 Spring St	Harris	Eleanor	2517 Wood St	Muskegon	MI	49444
61-24-205-269-0005-00	1346 Spring St	Cummings Estate	Gwendolyn	1346 Spring Street	Muskegon	MI	49442
61-24-205-269-0005-10	1352 Spring St	Kaznecki	Jan	963 Clark Lane	Des Plaines	Illinois	60016
61-24-205-270-0006-00	1355 Spring St	Ford	Roy	PO Box 1802	Muskegon	MI	49443
61-24-205-191-0008-00	155 E Walton Ave	Marchido	Gary	779 Yuba St	Muskegon	MI	49442
61-24-205-206-0004-00	165 E Walton Ave	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-206-0003-00	171 E Walton Ave	Muskegon County Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-206-0002-00	175 E Walton Ave	Bell	Mildred	175 E Walton Ave	Muskegon	MI	49442
61-24-205-206-0002-10	179 E Walton Ave	Bell	Mildred	175 E Walton Ave	Muskegon	MI	49442
61-24-205-200-0005-00	207 E Walton Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-191-0009-00	209 E Walton Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-200-0005-10	215 E Walton Ave	Wright	Lenore	1369 Calvin	Muskegon	MI	49442
61-24-205-200-0006-00	221 E Walton Ave	Robertson	Daphne	221 E Walton Ave	Muskegon	MI	49442
61-24-205-200-0006-40	237 E Walton Ave	McCrary	Camp	237 E Walton Ave	Muskegon	MI	49442
61-24-205-200-0006-30	247 E Walton Ave	Harris	Doris	1456 Oak Ave	Muskegon	MI	49442
61-24-205-200-0006-20	253 E Walton Ave	Spann	Edward	253 E Walton Ave	Muskegon	MI	49442
61-24-205-200-0006-10	259 E Walton Ave	Marshall	Tyrone	259 E Walton Ave	Muskegon	MI	49442
61-24-205-199-0006-00	265 E Walton Ave	Tanner	Johnnie	265 E Walton Ave	Muskegon	MI	49442
61-24-205-199-0005-00	271 E Walton Ave	LWN Investments LLC		695 E Summit Ave	Muskegon Heights	MI	49444
61-24-205-199-0004-00	277 E Walton Ave	Nelson	Lorraine	133 Berkwick Dr	West Chester	PA	19382
61-24-205-199-0003-00	283 E Walton Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-199-0002-00	291 E Walton Ave	Watts	Aminie	291 E Walton Ave	Muskegon	MI	49442
61-24-205-194-0005-00	316 E Walton Ave	Meyers	Jason	PO Box 52	Fruitport	MI	49415
61-24-205-194-0006-00	324 E Walton Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443

61-24-205-194-0007-00	332 E Walton Ave	Singleton	James	3925 E Apple	Muskegon	MI	49442
61-24-205-194-0007-10	336 E Walton Ave	FWC Muskegon LLC		1478 East Ellis Road	Muskegon	MI	49444
61-24-205-194-0009-00	346 E Walton Ave	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-771-000-0024-10	1282 Williams St	Erickson	Ruthanne	1282 Williams Street	Muskegon	MI	49442
61-24-771-000-0030-00	1294 Williams St	City of Muskegon		933 Terrace St	Muskegon	MI	49442
61-24-771-000-0032-00	1302 Williams St	Jewett	Neva	1302 Williams Street	Muskegon	MI	49442
61-24-771-000-0033-00	1308 Williams St	Chapman	Edgar	PO Box 1121	Muskegon	MI	49443
61-24-771-000-0064-00	1311 Williams St	Parkland Muskegon Inc		75 West Walton Avenue Suite A	Muskegon	MI	49440
61-24-205-196-0001-00	703 Wood St	Smith	Julia	703 Wood St	Muskegon	MI	49442
61-24-205-198-0001-00	763 Wood St	Fox	Annie	763 Wood St	Muskegon	MI	49442
61-24-205-198-0008-00	771 Wood Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-198-0007-00	773 Wood St	Meyers	Jason	PO Box 52	Fruitport	MI	49415
61-24-205-202-0001-00	807 Wood St	Shah	Sheliah	807 Wood St	Muskegon	MI	49442
61-24-205-203-0014-00	861 Wood St	Szot	Clementine	861 Wood St	Muskegon	MI	49442
61-24-205-203-0001-10	0 Wood St	Szot	Clementine	861 Wood St	Muskegon	MI	49442
61-24-205-203-0013-00	865 Wood St	Larson	Mary	340 Amity Ave	Muskegon	MI	49442
61-24-205-203-0013-10	871 Wood St	Exit Strategy December 12 LLC		24100 Southfield Rd Suite 101	Southfield	MI	48075
61-24-205-211-0012-00	925 Wood Street	Prior	Phillip H	4271 Orchard Rd	Norton Shores	MI	49444
61-24-205-211-0012-10	939 Wood Street	Trust Critchett	Pamela J	3050 McDermott St	Muskegon	MI	49444
61-24-205-234-0007-00	1029 Wood Street	Critchett	Jerry	3050 McDermott Street	Muskegon	MI	49444
61-24-205-248-0002-20	1061 Wood St	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-248-0001-30	1047 Wood Street	In Seven LLC		16 Berryhill Road Suite 200	Columbia	SC	29210
61-24-205-249-0007-00	1149 Wood St	Community Investment LLC		35700 Kensington	Sterling Heights	MI	48312
61-24-205-079-0006-00	1174 Wood St	Aubrey	Karen	15928 Hunsaker Ave Unit 8	Paramount	CA	90723
61-24-205-262-0005-10	1175 Wood Street	County of Muskegon Treasurer		173 East Apple Avenue Suite 104	Muskegon	MI	49442
61-24-205-262-0005-20	1185 Wood St	Jacobs	Brandon	1185 Wood St	Muskegon	MI	49442
61-24-205-262-0003-10	1191 Wood St	Mendez	Emelia Vargas	1191 Wood St	Muskegon	MI	49442
61-24-205-079-0007-00	1192 Wood St	Eldenbrady	Joshua	1336 Spring St	Muskegon	MI	49442
61-24-205-079-0007-20	1202 Wood St	Hood	Erica	1410 Creston St	Muskegon	MI	49442
61-24-205-094-0007-00	1244 Wood St	Williams	Donald	140 Ruddiman Dr	Muskegon	MI	49445
61-24-129-100-9991-00	1255 Wood Street	State of Michigan		PO Box 30722	Lansing	MI	48909
61-24-205-269-0007-10	1289 Wood Street	Trombley	Shawn	1289 Wood Street	Muskegon	MI	49442
61-24-205-095-0001-50	1290 Wood St	Hope Lighthouse Church		2731 Peck St	Muskegon	MI	49444
61-24-205-269-0006-00	1299 Wood Street	Perez	Ermila	379 Catawba Avenue	Muskegon	MI	49442

61-24-205-264-0007-10	1293 Spring St	Lutker	Monica	1287 Spring St	Muskegon	MI	49442
61-24-205-096-0001-00	1338 Wood St	Prelude Holdings LLC		1720 Brandel Dr	Muskegon	MI	49445
61-24-205-167-0001-00	650 Yuba Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-183-0001-00	731 Yuba Street	City of Muskegon		933 Terrace St	Muskegon	MI	49443
61-24-205-191-0004-00	779 Yuba St	Marchido	Gary	779 Yuba St	Muskegon	MI	49442
61-24-205-184-0001-00	783 Yuba St	Marchido	Gary	779 Yuba St	Muskegon	MI	49442



Ambrosia Restricted Zone 5 ug/L 100 ug/L 1000 ug/L	00.1250.250.5 Miles		
	Title: Groundwater Contamination Plume		Initial - Date: RJ - 1/25/17
	Project: Ambrosia St Groundwater Contamination Muskegon, Michigan		N

Background

The Ambrosia St. Area Groundwater Contamination was discovered by sampling conducted by the environmental consultant Arcadis of Michigan, LLC for the Burgess-Norton (660 Nims St.) site in 2013. During that work Arcadis not only defined the extent of the contamination plume coming from the Burgess-Norton site, but also identified 3 other plumes of chlorinated contamination. Various borings were conducted in the road right-of-ways of Delaware, Isabella, Catawba, and Bauer Avenues, all south of Apple Avenue. Sampling was also conducted by Arcadis north of Apple Avenue in the road right-of-ways of Allen, Oak, and Walton Avenues. This work helped define the extent of the contamination we call the Ambrosia St. Groundwater Contamination site which consists of 2 co-mingled plumes of contamination. Additional discussion of the work conducted and all plumes found during the Burgess-Norton investigation can be found in the *Burgess-Norton Mfg. Co., Inc. Remedial Investigation Report* dated October 1, 2015 and revised April 22, 2016 prepared by Arcadis, which is located at the Hackley Library, the Department of Environmental Quality (DEQ) Grand Rapids District Office, and online at www.nimsreport.com.

The Ambrosia St. Area Groundwater Contamination includes 2 co-mingled plumes of chlorinated contamination, one of which appears to start near the former Westshore Pavilion property at 716 Nims Street east of the Burgess-Norton site. The other plume, which consists of similar contaminants, has an unknown origin. In the fall of 2015, DEQ conducted investigation activities along Irwin and Bauer Avenues near Wood Street to pinpoint a source. Chlorinated contaminants were detected in the groundwater at depth and upgradient of this area, however we were unable to identify a specific source. Upgradient of this area are two cemeteries – Evergreen and Oakwood which have been in existence for well over 100 years.

The chemicals of concern found in the Ambrosia St. Groundwater Contamination plume are trichloroethylene (TCE), tetrachloroethylene (PCE), cis-1,2-dichloroethene (cisDCE), 1,1-dichloroethylene (1,1DCE), and vinyl chloride (VC). Also a compound associated with gasoline was found in the groundwater and it is methyl-tert-butyl-ether (MTBE). All these compounds were found at concentrations greater than the residential drinking water criteria. The highest concentration was 1100 ug/L for TCE found at 60 feet below ground level (bgl) at VAP-17-13. (See the attached map for location.) The groundwater at this location also had 2.4 ug/L of TCE at 35 feet bgl. The residential drinking water criteria for TCE is 5 ug/L. Groundwater was found to start at approximately 16 feet bgl in this location. This means there is approximately 20 feet of clean groundwater above the plume. Groundwater in the area south of Apple Avenue appears to begin about 15 feet bgl on average. The shallowest groundwater was in a boring at Walton Avenue and Murphy Street where it was about 10 feet bgl and no contamination was detected in the groundwater at this location. Groundwater wasn't detected until about 30 feet bgl at Walton Avenue and Marsh Street.

The majority of the groundwater contamination was found between Catawba and Iona Avenues, just west of Wood Street and along Ambrosia Street. This area is identified on the map in yellow. The other plume of contamination from the orphan Westshore Pavilion site has the highest PCE (67 ug/L)

concentration at VAP-19-13 at 84-87 feet bgl. The highest TCE concentration in this former Westshore Pavilion plume is under the Burgess-Norton site at 1430 ug/L of TCE found at 78-80 feet bgl.

Groundwater in the Ambrosia Street area generally flows from south to the north towards Ryerson Creek. Near Restlawn Cemetery and McCrea Playfield groundwater flows northwesterly. Low levels of contaminants were found at 52 feet bgl at the Walton Avenue and Marsh Street sample location nearest the creek. The TCE concentration detected at this location was well below the criteria that is protective of surface water (Ryerson Creek).

The main risk to this contamination would be from drinking the groundwater. Reliance on the municipal supply system and elimination of all wells in the area will provide the necessary level of protection to prevent health exposures. Since the contamination is found at depth within the aquifer, the risks associated with potential vapor intrusion are very low. Restricting wells within the area will provide an additional layer of protection to prevent exposure to the groundwater.

Address	Name	Well on Prop	Status
280 Allen Ave	Melanie Marshall	irrigation	not functional
360 Allen Ave	Deborah Fernanders	irrigation	not functional
380 Allen Ave	314 S Catherine LLC	irrigation	unknown
175 E. Apple Ave	County Register of Deeds Bldg	irrigation?	not functional
271 E. Apple Ave	Guy Bailey (Goodwill)	irrigation	operational
341 E. Apple Ave	Eric Anderson (Apparel Masters)	production	operational
380 Catawba	Joe Bass	irrigation	operational
493 Catawba	Theopolis & Vestoria Jackson	irrigation?	unknown
219 Iona Ave	C Bots 4 LLC	irrigation	unknown
444 Irwin Ave	Candy Crane (Graphics House)	irrigation	operational
240 E. Isabella Ave	Marzella Speech	irrigation	operational
295 E. Isabella Ave	Geraldnye Potts	irrigation ?	unknown
303 E. Isabella Ave	Guadalupe Vargas	irrigation ?	unknown
297 Orchard Ave	Thomas & Robert Beck - vacant lot	irrigation ?	not functional
1038 Sophia	Irene Ellis	irrigation	operational
1123 Spring St.	Samone Riley	irrigation ?	unknown
1336 Spring St.	Joshua Eldenbrady	household ?	unknown
865 Wood St.	Mary Larson (lives @ 340 Amity)	irrigation?	not functional

Proper abandonment will be arranged for the operational wells within 90 days of adoption of the groundwater ordinance amendment. Wells that are found to be not functional will be properly abandoned within 150 days of adoption of the groundwater ordinance amendment.

Commission Meeting Date: March 28, 2017

Date: March 22, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Create a New Neighborhood Enterprise Zone District
at 285 W Western Ave

SUMMARY OF REQUEST:

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, Parkland Muskegon, LLC has requested to create a new Neighborhood Enterprise Zone (NEZ) district for the parcel at 285 W Western Ave. Properties located in this NEZ district will be eligible to apply for NEZ certificates, which will freeze the taxable value for residential construction. A public hearing was held on this matter at the City Commission meeting on June 28, 2016. This project will include 47 apartments and two floors of commercial space. The NEZ will only affect the residential component of the project.

FINANCIAL IMPACT:

No financial impact at this point. However, being in a district will allow them to apply for a rehab NEZ certificate, which will freeze the residential taxable value at its pre-rehabilitated rate for 1 to 15 years.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the new NEZ district.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO CREATE A NEW NEIGHBORHOOD ENTERPRIZE ZONE
DISTRICT WITHIN THE CITY OF MUSKEGON**

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City, and;

WHEREAS, the City of Muskegon would like to create a new Neighborhood Enterprise Zone district to a new location within the City, and;

WHEREAS, notices were sent to the local taxing jurisdictions on June 20, 2016, and;

WHEREAS, a public hearing was held regarding the creation of this new district on June 28, 2016; and

WHEREAS, the new district boundaries will include the property known as “Highpoint Flats (285 W Western Ave, property # 24-234-000-0001-00),” as shown in Attachment A, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City;

NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone district in the City of Muskegon have been approved.

Adopted this 28th day of March, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 28, 2017.

By: _____

Ann Meisch
City Clerk

Attachment A

