

**City of Muskegon
City Commission Meeting
Agenda**

March 14, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit: www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following: Ann Marie Meisch, MMC – City Clerk, 933 Terrace Street, Muskegon, MI 49440; 231-724-6705; clerk@shorelinecity.com

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ARE YOU SICK OF DIVISIVE POLITICS & THE DISSERVICE IT DOES TO DEMOCRACY?

Filmmaker Julie Winokur travels to diverse communities across the country to ask citizens to sit down and speak candidly about their political beliefs in a non-confrontational setting.

WHEN IT COMES TO DEMOCRACY, DISCOURSE IS THE BEST COURSE!

BRING IT TO THE TABLE



Muskegon Community College

Film Screening and Dialogue
Wednesday, March 15, 2023, 6:30pm
MCC Overbrook Theater



This program is sponsored by the Muskegon Community College Center for Experiential Learning, the Muskegon Area District Library, Muskegon Center for Holocaust and Genocide Studies, and Foundation for Muskegon Community College



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve minutes of the February 13, 2023 Worksession, February 14, 2023 Worksession, and the February 14, 2023 Regular Meeting.	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

City of Muskegon

Work Session

Minutes

February 13, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Teresa Emory

Absent: Commissioner Michael Ramsey

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
City Attorney John Schrier
Deputy City Clerk Kimberly Young

1. Call to Order

The Worksession meeting was called to order by Mayor Johnson at 5:30 p.m.

2. New Business

2.a Police K9 Unit Proposal

Sergeant Bridget Bofysil to present K9 Unit Proposal with K9 Nitro, K9 Sully and K9 Conan.

Public Safety Director, Tim Kozal, gave an overview of the potential K9 program and talked about how it would be beneficial to the city and introduce Sgt. Bofysil. Sgt. Bofysil had her dog Nitro with her and comes to the City with 14 years of experience in training and handling K9 dogs. She provided information

to the commission about the different areas that the K9's can be certified in and the training that they go through.

The Police K9 has a unique impact on the community it serves. The K9s are, most importantly, some of the best and most-loved ambassadors of the department - appearing at special events and interacting with the community for public relations purposes. While most people are hesitant to start a conversation with an officer, they will not think twice about asking to pet the dog. A K9 can both provide valuable tools for the department and break down barriers between the police and the public they serve. These dogs assist in a myriad of areas: drug enforcement, explosives detection, tracking, search and rescue, finding evidence, officer safety and apprehending fleeing subjects through use of non-lethal force. The addition of a K9 team would be another tool for the department to utilize to reduce crime, provide professional police services, and create a positive connection to the City of Muskegon. K9 appearances at local events are natural opportunities to create a connection between the community and the police.

Discussion took place regarding the program and the Police Department will work to create policies and a budget to assess the feasibility. Sgt. Bofysil has volunteered to train additional dogs as well as dog handlers and also volunteered the use of her dogs for the program.

2.b 1033 Program Presentation

The Law Enforcement Support Office (LESO) is a division under the United States Department of Defense (DoD) responsible for managing the "1033 Program", which transfers excess weapons, equipment, and vehicles from the United States Armed Forces to civilian law enforcement agencies. Since inception, nearly 10,000 jurisdictions have received more than \$7 billion worth of equipment. There is no cost to become a member of this program and equipment is free. Shipping costs are sometimes associated. There are strict state oversight mechanisms for inventory control.

The Muskegon Police Department is now a part of the program. We will monitor for available equipment that can benefit the department. We are not interested in any vehicles.

Public Safety Director Tim Kozal wants to bring to the attention of the commission the availability of a program by which the city of Muskegon will be

able to acquire military equipment under the 1033 Program. This will help to defray costs of the ongoing needs of our police department.

Discussion took place regarding the program.

2.c Marihauna Ordinance and Social Equity

Staff would like to discuss adding “Processing” as a special use permitted in B-2, B-4, MC, I-1 and I-2 zoning districts. Staff will also present the draft Request for Proposal for expungement clinics.

In 2020, in an effort to help residents enter the marihuana industry, the Commission approved “Microbusinesses,” “Class B Rec Grows (500 plants)” and “Consumption Establishments” in B-2, B-4, MC, I-1 and I-2 zoning districts. It appears as though processing was overlooked, since processing is an allowed use at microbusinesses. Processing was left out of the license types allowed by the city for a number of reasons. It may be time to consider adding this license type to what is allowed.

RFP for Expungement Program. This is a basic RFP to invite companies propose costs and procedures to conduct a one-time clinic, three over the course of a year. We anticipate the service to be at no cost to city residents, non-residents may assume some costs for fingerprinting. We may only serve city residents. The commission wants to pay all of the fees for residents, app fee, fingerprinting, background checks, etc....we may need to have city staff available to determine residency and collect appropriate fees from non-residents.

Discussion took place regarding the proposed revision to the Marihuana Ordinance as it pertains to allowed license types. This will be addressed again at a later date. The Commission also discussed the Expungement Clinic(s) RFP that will go out soon.

2.d Arena Solar Power Purchase Agreement - DPW and Arena

Staff presented a revised solar power purchase agreement (PPA) for the arena.

This item was discussed at the July, 2020 work session and the April 27th, 2021 regular meeting before being approved in a prior format at the June 8th, 2021 meeting. Due to tax issues, it was then rescinded at the June 14th, 2022 meeting.

The tax issues have been resolved due to additional incentives being available, so a new financier (Sunwealth, LLC) has agreed to take the project on. Staff and our

consultant, Charthouse Energy, will present the project and its anticipated benefits for discussion. The proposed PPA agreement is included for review.

Discussion took place and this item will be returned to Commission at a later date.

2.e Landscaping Contract - DPW

Staff will present the results of the landscaping RFP and a cost share for discussion.

Staff has worked with the Downtown BID, DDA, Chamber and other stakeholders to develop a landscaping contract that covers a wide array of landscaping services currently provided through the City Parks Department. There is a desire among the stakeholders to improve the level of service being provided, and a desire among city staff to free up staffing resources to improve service in other areas of the city parks. The RFP was presented to the Commission at the November 7, 2022 combined work session and regular meeting.

The contract proposes eight (8) areas identified on the included map, with each area having a distinct scope of work and a proposed assigned cost share, as a 3-year contract with optional extensions for a 4th and 5th year. The original RFP included work in the Lakeside area, but those businesses have decided not to participate at this time.

The DDA and Downtown BID will have a similar discussion earlier in the day on the 13th of February, specifically to review the cost share proposal that is included herein for your review. The Downtown BID is expiring, so the organizations are jointly deciding how to fund their share going forward. Depending on the outcome of all of these discussions, the City will manage the contract and invoice the other organizations for their share as shown in the attachment.

AMOUNT REQUESTED: \$27,840 Parks/General AMOUNT BUDGETED: \$0 FY23

AMOUNT REQUESTED: \$7,920 Farmers Market AMOUNT BUDGETED: As Needed FY24

FUND OR ACCOUNTS: 101-770 (Parks) & 101-808 (Farmers Market)

Discussion took place regarding the landscaping contracts, this item will be considered at a later date.

3. Public Comment

Public comment was received.

4. Closed Session

4.a Land Acquisition

No. 2023-23

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

Motion to go into closed session to consider material exempt from discussion or disclosure by state or federal statute, specifically being an attorney client confidential communication.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

No. 2023-24

Motion by: Commissioner Gorman

Second by: Commissioner Emory

To go into open session.

MOTION PASSES

4.b Pending Litigation

No. 2023-25

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To go into closed session to consult with our attorney regarding trial and settlement strategy in connection with West Michigan Dock and Market Corporation versus City of Muskegon, Muskegon County Circuit Court Case Number 22-003962 CZ because an open meeting would have a detrimental financial effect on the litigating and settlement position of the City of Muskegon.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

No. 2023-26

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To go into open session.

MOTION PASSES

5. Adjournment

The Work Session meeting went into closed session at 6:55 and adjourned at 8:20 p.m..

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

CITY OF MUSKEGON
SPECIAL CITY COMMISSION MEETING

February 14, 2023 @ 5:00 p.m.
Muskegon City Hall, 933 Terrace Street, Muskegon, MI 49440
In the Commission Chambers, Room 107

MINUTES

Present: Mayor Johnson, Vice Mayor German, Commissioners Emory, St.Clair, Hood, and Gorman.

Absent: Commissioner Ramsey

2023-27

Motion by Commissioner St.Clair, seconded by Commissioner Emory to go into closed session to consult with our attorney regarding settlement strategy in connection with Rachel McMillan versus City of Muskegon, Jeff Lewis and Jay Paulson, Muskegon County Circuit Court Case Number 22-002888-CZ because an open meeting would have a detrimental financial effect on the settlement position of the City of Muskegon.

Roll Call Vote:

Ayes: Johnson, Hood, German, Gorman, Emory, and St.Clair.

Nays: None.

Absent: Ramsey

MOTION PASSES.

2023-28

Motion by Commissioner Gorman, seconded by Commissioner St.Clair to go into open session.

MOTION PASSES.

2023-29

Motion by Commissioner St.Clair, seconded by Commissioner Emory to approve the proposed settlement and authorize the City manager to sign the Settlement Agreement.

Roll Call Vote:

Ayes: German, Gorman, Emory, St.Clair, Johnson, and Hood

Nays: None.

Absent: Ramsey

MOTION PASSES.

PUBLIC PARTICIPATION

None.

ADJOURN

Motion by Commissioner Gorman, seconded by Commissioner St. Clair to adjourn the meeting at 5:22 pm.

MOTION PASSES.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

City of Muskegon
City Commission Meeting
Minutes

February 14, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Teresa Emory

Absent: Commissioner Michael Ramsey

Staff Present: City Manager Jonathan Seyferth
City Attorney John Schrier
City Clerk Ann Meisch
Deputy City Clerk Kimberly Young

1. Call To Order

The Regular Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., on Tuesday, February 14, 2023.

2. Prayer

Pastor E.J. Wood from All Shores Wesleyan Church opened the meeting with a prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Introduction of New Staff - Planning & Economic Development

Economic Development Director, Jake Eckholm, introduced Wendy Webster - Administrative Assistant to the Planning and Economic Development Department. She comes to us from SafeBuilt and has also worked for Muskegon Public Schools in the past.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-30

Motion by: Vice Mayor German

Second by: Commissioner St.Clair

To accept the consent agenda as presented, minus item E.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the January 9, 2023 Worksession and January 10, 2023 Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b AgeWell Services Non-Profit Recognition - City Clerk

AgeWell Services is requesting recognition as a non-profit in the City of Muskegon for the purpose of obtaining charitable gaming licenses for raffles.

STAFF RECOMMENDATION: To approve the request from AgeWell Services to be recognized as a non-profit in the City of Muskegon and approve the Local Governing Body Resolution for Charitable Gaming Licenses.

7.c Use of DMDC Property Downtown Muskegon - City Clerk

The DMDC has been paying taxes and upkeep for many years on several lots currently being used by the City or for parking by the general public in downtown. The DMDC is requesting a payment of \$25,500 to assist with paying those expenses.

The DMDC is currently paying for the upkeep of 387 Morris Avenue, 401 Morris, 351 W. Western, 325 W. Western, 307 W. Western, 299 W. Western, 295 W. Western, and 292 W. Western. The attached spreadsheet indicates an estimated cost that is over \$25,000 annually. The DMDC has approached the City asking if we could assist in paying these funds.

AMOUNT REQUESTED: \$25,500

AMOUNT BUDGETED: \$5,000 from Western Market

FUND OR ACCOUNT: \$12,000 from Western Market Fund - 252-807-801

FUND OR ACCOUNT: \$13,500 from Public Improvement Fund - 445-807-801

STAFF RECOMMENDATION: To authorize a payment of \$25,500 to the DMDC for the use of the property.

7.d Taste of Muskegon Liquor License - City Clerk

The Muskegon City Clerk's Office is seeking commission approval to apply for a special liquor license for beer, wine and spirit service for the Taste of Muskegon being held in Hackley Park on Friday, June 9, 2023 and Saturday, June 10, 2023.

STAFF RECOMMENDATION: Authorize the City Clerk's Office to apply for a special liquor license for the Taste of Muskegon.

7.f FY23 Municipal Senior Millage Funding - Community & Neighborhood Services

To approve allocations of the Municipal Senior Millage funding to city programs geared toward citizens who are 60 years of age, or older. An allocation of \$101,234.00 from the county of Muskegon FY23 Municipal Senior Millage funding is budgeted for the following programs:

Power of Produce (Farmer's Market) - \$ 19,700

Senior Project Fresh- \$300

Home Repairs (CNS) - \$ 81,234

STAFF RECOMMENDATION: To approve the budget proposed for City of Muskegon programs utilizing FY23 Municipal Senior Millage Funds from the County of Muskegon.

7.g Sale of 1334 Pine Street - City Manager

Staff is requesting approval of a new purchase agreement for 1334 Pine Street. 1334 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The previous offer has been terminated through a mutual release. This new offer is for the full listing price and is not contingent upon the sale of the buyer's current home.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1334 Pine Street.

7.h MERS-Police Command Employee Contribution Rate - Finance

The City seeks to adopt the Police Command Defined Benefit Employee Contribution as negotiated per their contract.

The Finance Department wants permission to sign a Defined Benefit Plan Adoption Agreement to reduce the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

Employees shall contribute 3% of their compensation towards the defined benefit plan as defined by MERS

STAFF RECOMMENDATION: To approve the required employee contribution 3% for Police Command Defined Benefits.

7.i MERS - Police Command DC Employee Contribution Rate - Finance

The City seeks to adopt the Police Command Defined Contribution Plan Employee's Contribution rate as negotiated per their contract.

The Finance Department wants permission to sign a Defined Contribution Plan Adoption Agreement to increase the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

Employees shall contribute 9% of their compensation towards the defined benefit plan as defined by MERS. The previous contribution rate was 6%.

STAFF RECOMMENDATION: To approve the required employee contribution of 9% for Police Command Defined Benefit Plan.

7.j MERS - Police Command HCSP Employee and Employer Contribution Rates - Finance

The City seeks to adopt the Police Command's Health Care Saving Program contribution rates as negotiated per their contract.

The Finance Department wants permission to sign the Health Care Savings Plan Agreement to reduce the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

- Police Command employees who are eligible to receive retiree healthcare benefits will contribute 3 % of their Medicare taxable wages towards the Health Care Savings program with no employer contribution

Police Command employees who are not eligible to receive retiree healthcare benefits will contribute 6% of their Medicare taxable wages towards the Health Care Savings program with a 6% employer contribution.

STAFF RECOMMENDATION: To approve the required employee and employer Health Care Saving Program Contributions.

7.k Deficit Elimination Plan - Marina Fund - Finance

To approve the Deficit Elimination plan and resolution for the Marina Fund and direct staff to submit plan to the State of Michigan.

At June 30, 2022 the Marina Fund had a \$395,374.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Marina Fund are attached.

The original deficit elimination plan had to extended another year. It will require a \$450,000 transfer from General Fund in 2022-23 and a \$260,000 transfer from the General Fund in 2023-24.

AMOUNT REQUESTED: \$450,000 22-23 AND \$260,000 23-24

From General Fund to Marina

STAFF RECOMMENDATION: To approve the Deficit Elimination Resolution for the Marina.

7.l Deficit Elimination Plan - Brownfield Redevelopment Authority (combined) - Finance

To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan.

At June 30, 2022 the Brownfield Redevelopment Authority (combined) had a \$64,211.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached.

The State wanted more clarification on the deficit with a different layout, plus I extended the plan one more year.

STAFF RECOMMENDATION: To approve the Deficit Elimination Resolution for the Brownfield Redevelopment Authority.

7.m CSX Rail, Authorization to Close - City Manager

This is an authorization to close on the purchase of the CSX rail line from near the Boys and Girls Club west to Windward Point though the Nims and Lakeside Neighborhoods. The Commission authorized purchase of the property on May 24, 2022. This is just a technical step that has to be taken before closing documents are signed.

Related to the Windward Point development the City has agreed to use about \$1.688 million of APRA funding to purchase the abandoned rail road spur that runs along Muskegon Lake in the Nims and Lakeside neighborhoods. The City's costs for the purchase will be reimbursable through the Windward Point brownfield TIF.

The City has let it be known to the developers that we are willing to negotiate our position within the TIF depending on what occurs with the development. We've also indicated a willingness to reduce the amount of our capture if the percent of public access to Muskegon Lake is increased.

Because these are both items that would be negotiated with the final developer and not the current owners, those items are still to be

determined. However, with the current agreement and our costs going into the brownfield, the City would be reimbursed for its investment.

The City Commission authorized the purchase of rail road line/abandoned spur on May 24, 2022 on a 6-0 vote.

Other past action includes the approval to extend the closing date which was approved by the Commission on Nov. 22, 2022, this extended the closing window to the end of the First Quarter of 2023.

It is anticipated closing will happen before the end of February.

STAFF RECOMMENDATION: To authorize the City Manager to sign closing documents related to the City's purchase of the abandoned Rail Road Spur owned by CSX.

7.e Voting Precincts - City Clerk

Muskegon Public Schools is currently renovating many of their buildings. Several of these buildings are currently precincts. The City Clerk's Office requests to move those precincts to accommodate the renovations.

We have searched for new locations for precincts that must move before renovations begin and before the 2024 Election cycle. After careful consideration and visiting the buildings, we recommend to move Precincts 3 and 4 from Muskegon Middle School to Central Assembly of God, 896 Home Street in their gym, move Precinct 2 from Marquette Elementary to Bethesda Baptist Church, 575 S. Getty, and move Precinct 11, from Glenside Elementary to Celebration Community, 1260 W. Sherman. Each location has received permission to offer us the locations and we would pay \$500 each as we currently pay Lakeside Baptist Church for their time to open the building early in the morning, the use of their tables and facilities, and closing late into the evening.

AMOUNT REQUESTED: \$500 per location for each Election

FUND OR ACCOUNT: 101-215-801 (Elections)

STAFF RECOMMENDATION: To authorize the movement of Precincts 3 and 4 from Muskegon Middle School to Central Assembly of God, 896 Home Street, move Precinct 2 from Marquette Elementary to Bethesda Baptist Church, 575 S. Getty, and move Precinct 11, from Glenside Elementary to Celebration Community, 1260 W. Sherman.

Action No. 2023-31

Motion by: Commissioner Gorman

Second by: Commissioner Emory

To authorize the movement of Precincts 3 and 4 from Muskegon Middle School to Central Assembly of God, 896 Home Street, move Precinct 2 from Marquette Elementary to Bethesda Baptist Church, 575 S. Getty, and move Precinct 11, from Glenside Elementary to Celebration Community, 1260 W. Sherman.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

8. Public Hearings

8.a 2021 Consolidated Annual Performance Evaluation Report (CAPER) Hearing - Community & Neighborhood Services

The CAPER is available on our website for citizen review and comment period of 15 days from January 29 -February 17, 2023. A public Hearing is another opportunity to comment about the Federal CDBG and HOME program activities performed during the fiscal year 2021 (July 1, 2021 - June 30, 2022).

Click on the link to view the CAPER <https://muskegon-mi.gov/city-services/development-services/community-neighborhood-services/reports/>

STAFF RECOMMENDATION: To conduct a Public Hearing for the 2021 CAPER review.

Sharonda Carson, Community and Neighborhood Services Director provided a brief overview of the 2021 Consolidated Annual Performance Evaluation Report.

Public Hearing Commenced:

Raynice Starr - spoke in favor of the department and it's resources.

Marriah McIntosh - provided comments on the issue of community land trust issues; has reservations this program and wants more input from community.

Director Carson spoke about qualifications for programs

Randy VanderWhite - asked about community land trust that is referenced in the CAPER on the city's website.

Action No. 2023-32

Motion by: Commissioner Gorman

Second by: Commissioner Hood

To close the public hearing.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

9. Unfinished Business

9.a ARPA Community Grant Program - Development Services

Seeking authorization to dedicate \$1,500,000 from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of an "ARPA Community Grant" program.

The [federal American Rescue Plan Act of 2021](#) (ARP), signed into law 3/11/21, provided \$350 billion to eligible state, local, territorial, and tribal governments to support and meet the public health and economic needs of those impacted by the COVID-19 public health emergency in their communities as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts. These funds are being made available through the [federal Coronavirus State and Local Fiscal Recovery Funds \("SLFRF"\) program](#). The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Of the approximately \$6.1M from the City's remaining balance of federal ARPA stimulus funds, \$1.5M would be available to establish a **new city-sponsored ARPA Community Grant program.**

Grant funds are intended to advance equity, strengthen the economic vitality of the city, and strengthen the quality of life for city residents. Proposals must meet the objectives of the ARPA program and be aligned with the City's Long Term Goals and strategic priorities.

Grant program details:

- Eligible applicants: 501(c)(3) nonprofit organizations & small businesses, located in the city.
- Grant funds to be used for costs incurred on or after March 3, 2021.
- **Grant Applications available 3/1/23. Application deadline 3/31/23. ARPA Community Grant Review Committee will rank eligible applications and submit recommendations to the Commission. Commission will review and make funding decisions at the April 25th Commission meeting. Final Commission recommendations announced by April 26th.**
- ARPA Community Grant Review Committee - one City Commissioner, one representative from each of the (4) City Commission Wards, and City Manager. Two representative(s) from local Community Based Organizations will also be included to act in an advisory role only.
- Grant award range - \$25,000 to 250,000. Fixed grant requested amounts in the following increments only: \$25,000, \$50,000, \$75,000, \$100,000, \$150,000, \$200,000 or \$250,000.
- Proposed projects must be obligated/contracted by 12/31/24, and funds spent by 12/31/26.
- Applicants awarded grant funds will enter into a contractual agreement (SLFRF Beneficiary Agreement) with the city which outlines general obligations and reporting requirements.

AMOUNT REQUESTED: \$1,500,000

AMOUNT BUDGETED: \$1,500,000

FUND OR ACCOUNT: 101-901-982-092112

STAFF RECOMMENDATION: To authorize \$1,500,000 from the City's allocation of American Rescue Plan Act (ARPA) federal stimulus funds to create an ARPA Community Grant program.

Action No. 2023-33 - Main Motion

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To authorize ~~\$1,500,000~~ \$1,600,000 from the City's allocation of American Rescue Plan Act (ARPA) federal stimulus funds to create an ARPA Community Grant Program, and to revisit unallocated ARPA funds as they become available, before December 31, 2024. (As amended in the following motions)

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

Amendment:

Action No. 2023-33 Primary Amendment

Motion by: Vice Mayor German

Second by: Commissioner Hood

To amend the motion by increasing the ARPA Community Grant allocation from \$1,500,00 to ~~\$2,000,000~~ to \$1,600,000 and to revisit unallocated ARPA funds as they become available, before December 31, 2024. (As amended in the following Amendment to the Amendment)

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Emory

Nays: (1): Vice Mayor German

Absent (1): Commissioner Ramsey

MOTION PASSES (5 to 1)

Amendment:

Action No. 2023-33 Secondary Amendment

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

To amend the amendment and increase the amount of the ARPA allocation from \$1,500,00 to \$1,600,000 instead of \$2,000,000 and to revisit unallocated ARPA funds as they become available, before December 31, 2024.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Emory

Nays: (1): Vice Mayor German

Absent (1): Commissioner Ramsey

MOTION PASSES (5 to 1)

10. New Business

10.a Adelaide Pointe - First Addendum - City Manager - REMOVED PER STAFF REQUEST

10.b Second Amendment to the Planned Unit Development at Adelaide Pointe (1148 & 1204 W. Western Avenue) - Planning

Request to amend the final Planned Unit Development at 1148 & 1204 W Western Ave (Adelaide Point).

Changes from the last approved plan include the following:

- Condo building one (west waterfront side of development) rotated slightly to avoid the bike trail.
- Swimming pool from condo building one removed.
- East basin boat launch removed. Boats will now be launched at the Hartshorn launch ramp. It will remain open to the public and also be used to launch boats from the proposed Hartshorn Village boat storage building.
- Boat condo structures (C6) combined into one building.

A motion to recommend approval of the PUD was approved by a 5-1 vote.

STAFF RECOMMENDATION: To approve the request to amend the final Planned Unit Development at 1148 & 1204 W. Western Avenue (Adelaide Pointe).

Action No. 2023-34

Motion by: Commissioner St.Clair

Second by: Commissioner Gorman

To approve the request to amend the final Planned Unit Development at 1148 & 1204 W. Western Avenue (Adelaide Pointe).

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Emory

Nays: (1): Vice Mayor German

Absent (1): Commissioner Ramsey

MOTION PASSES (5 to 1)

10.c Second Amendment to the Planned Unit Development at Hartshorn Village (920, 1050, 1060, 1000 and 1010 W. Western Ave) - Planning

Request to amend the final Planned Unit Development at 920, 1050, 1060, 1000 and 1010 W Western Ave (Hartshorn Village).

Changes from the last approved plan include the following:

- The next phase (Phase 2) of the single-family development has been reduced in size to what is now indicated on the plans. An additional 10 units (units 11-20) are proposed. With the reduced scope of Phase 2, the existing access from W Western to the parking area along the lake will remain. Development plans for the remaining property west of the access drive is yet to be determined. Once plans are finalized, the applicant will submit plans outlining the details. The parking lot to the north of the bike path, adjacent to the lake, will also remain. Previous plans depicted this area as public green space.
- For the west parcel adjacent to Adelaide Point a boat storage facility will be constructed in the area previously approved for eight single-family houses and a 17-unit condo building. The facility will provide winter storage and short-term seasonal storage and launching of boats for customers. Boats will need to be transported over the bike path. The proposed bike path is planned to stay in place, but it will be barricaded off when a boat is being launched. There will be a new alternate bike path around the building for when that happens. Please note that the Adelaide Point

development is no longer planning on using their east basin to launch boats. Boats from that development will also be using the Hartshorn launch ramp as well as the general public.

- The existing parking for Fricano's Place will remain as it currently is and the new parking to the west will be eliminated.
- The Hartshorn Village Condominium will be amended and all documents revised to convert the condominium from a traditional condominium to a site condominium.

A motion to approve the PUD with conditions was approved by a 4-3 vote. The conditions included:

- Stormwater permit is issued by the City Engineering Department
- 10-inch concrete to be installed where forklift operates.
- Bike path is elevated near the wetlands.
- Future community (building) and pool location be removed.
- That the gate from the large boat basin be removed.

These conditions have been met with updates to the site plan. The stormwater permit is currently being amended.

STAFF RECOMMENDATION: To approve the request to amend the final Planned Unit Development at 920, 1050, 1060, 1000 and 1010 W. Western Avenue (Hartshorn Village) with the condition that a stormwater permit is issued from the Engineering Department.

Action No. 2023-35

Motion by: Commissioner St.Clair

Second by: Commissioner Hood

To approve the request to amend the final Planned Unit Development at 920, 1050, 1060, 1000 and 1010 W. Western Avenue (Hartshorn Village) with the conditions that a stormwater permit is issued from the Engineering Department, a sidewalk be added, that the driveway from Western Avenue to Hartshorn parking lot/launch ramp be publicly accessible, and there is a 10 ft. setback and landscaping between the boat storage building and the bike path.

Ayes: (5): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, and Commissioner Emory

Nays: (1): Vice Mayor German

Absent (1): Commissioner Ramsey

MOTION PASSES (5 to 1)

11. Any Other Business

11.a Re: Adelaide Pointe Addendum

Mayor Johnson spoke regarding potentially placing the Adelaide Pointe Addendum on the Legislative Policy Committee meeting agenda Wednesday, February 22, 2023 at 5:30 - along with other items.

11.b Recognition of Black History Month

In recognition of Black History Month, Vice Mayor German spoke about the events leading to the creation of the month long celebration. Vice Mayor German also paid tribute to Frederick Douglass, an American historical figure.

11.c Adelaide Pointe Public Forum

Mayor Johnson complimented staff on the public forum that was held at City Hall on Thursday, February 2, 2023. The presentation as well as FAQ's are on the city's website. He also encourages those with questions to reach out to staff or the developer.

12. Public Comment on Non-Agenda items

- 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.)

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 10:04 p.m.

Respectfully Submitted,
Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Rules of the City Commission	
Submitted By: Ann Meisch		Department: City Clerk	
Brief Summary: To modify the Rules of the City Commission under E. Citizen Participation (2) and remove the option for groups to be allowed to speak ten minutes.			
Detailed Summary & Background: Additional opportunities have recently been provided to the community to communicate at meetings including the ability to call in on meetings that are televised live, the ability to watch a meeting by zoom for those not televised, and the addition of community engagement forums. Because of the increase in public participation, many residents wait beyond what can be considered a reasonable timeframe to address the Commission. The Legislative Committee advises the option for groups to speak ten minutes be eliminated and allow all groups and citizens to speak up to three minutes so all those wishing to address the Commission can do so in a timely manner.			
Goal/Focus Area/Action Item Addressed: Community Connection – Action item 20-22-3.3 Update and implement internal communication policies.			
Amount Requested: NA		Amount Budgeted:	
Fund(s) or Account(s): NA		Fund(s) or Account(s):	
Recommended Motion: To approve the revised Rules of the City Commission to eliminate the option for groups to speak ten minutes			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☐	
For City Clerk Use Only: Commission Action:			

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GUIDELINES FOR CONDUCT

- A. Public Relations
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RESOLUTION

A RESOLUTION OF THE CITY OF MUSKEGON ADOPTING RULES OF THE CITY COMMISSION FOR THE CONDUCT OF COMMISSION MEETINGS AND A CODE OF CONDUCT.

BE IT RESOLVED by the City Commission of the City of Muskegon that said Commission does hereby adopt certain rules of procedures and conduct as follows:

RULES OF THE CITY COMMISSION

A. REGULAR AND SPECIAL MEETINGS:

1. REGULAR MEETINGS

Regular meetings of the City Commission will be held on the second and fourth Tuesday of each month beginning at 5:30 p.m., local prevailing time, at the City Hall, 933 Terrace Street, Muskegon. Regular meetings may be rescheduled to other times by a vote of the Commission.

2. SPECIAL MEETINGS

A special meeting may be called by the Mayor or any of two (2) or more members of Commission and upon at least eighteen (18) hours notice to each member.

3. BUSINESS AT SPECIAL MEETINGS

No business shall be transacted at any special meeting of the Commission unless the same has been stated in the required notice of such meeting.

4. STUDY SESSION MEETINGS

The Study Work Session meetings will be held on the Monday preceding the second Tuesday of each month at 5:30 p.m. in City Hall, 933 Terrace Street.

5. REGULAR AND SPECIAL MEETING NOTICE (POSTING) REQUIREMENTS.

- a) For regular meetings of the Commission, the Clerk shall post at the City Hall, within three (3) days after the first meeting of the Commission in each calendar year, a public notice stating the dates, times, and places of its regular meeting for the year.
- b) For a rescheduled regular or a special meeting, of the Commission, a public notice stating the date, time, place and reason of the meeting shall be posted in City Hall at least 18 hours before the meeting.
- c) However, such notice, as described in 5a and b above, is not required for a meeting of the Commission in emergency session in the event of a widespread natural disaster or a severe and imminent threat to the health, safety or welfare

of the public when two-thirds of the members of the Commission determine that delay would be detrimental to the City's efforts in responding to the threat.

6. SHARING OF MEETING AGENDAS AND PACKETS

City Clerk shall upload every regular City Commission meeting packet to the city's website at least 84 hours prior to the start of the meeting. Additionally, upon written request of an individual, organization, firm or corporation, and upon the requesting party's payment of an annual fee of not more than the reasonable estimated cost for printing and postage of such notices, the Clerk shall send to the requesting party by first class mail a copy of regular meeting agendas. Upon written request, the Clerk shall provide a copy of such notices of Meetings to any newspaper published in the City of Muskegon and to any radio and television station located in Muskegon County free of charge.

7. MINUTES OF REGULAR AND SPECIAL MEETINGS

- a) A journal of the proceedings of each regular and special meeting will be kept in the English language by the Clerk and shall be signed by the City Clerk, upon approval of Commission.
- b) Unapproved minutes of regular or special meetings will be available for public inspection not more than eight business days after such meeting.
- c) Approved minutes will be available for public inspection not later than five business days after the meeting at which the minutes were approved.

B. MEETING PROCEDURES:

1. MEETINGS TO BE PUBLIC

All regular and special meetings of the City Commission shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Commission may prescribe.

2. ORDER OF BUSINESS

An agenda for each Regular Commission meeting shall be prepared by the Mayor, City Manager, or City Clerk in accordance with the following order of business:

- a. Call Meeting to Order/Welcome
- b. Prayer
- c. Pledge of Allegiance
- d. Roll Call
- e. Honors and Awards
- f. Public Comment on Agenda Items
- g. Consent Agenda
- h. Public Hearings
- i. Unfinished Business
- j. New Business
- k. Any Other Business
- l. Public Comment on Non-Agenda Items
- m. Adjournment

3. QUORUM

Four (4) members of the Commission in office at the time shall be a quorum for the transaction of business.

4. PRESIDING OFFICER

The presiding officer shall be responsible for enforcing the Rules of the City Commission, contained herein, as well as the Code of Conduct. The Mayor shall be the presiding officer of the Commission. In the absence of or disability of the Mayor, the Vice-Mayor shall be the presiding Officer of the Commission. In the absence or disability of both, the Commission may designate another of its members to serve as presiding during such absence or disability.

C. CLOSED MEETINGS:

1. PURPOSE

The City Commission may only meet in closed session for purposes defined in the Michigan Open meetings Act as follows:

- a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, when the named person requests a closed hearing.
- b) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement or related issues when either negotiating party requests a closed herein
- c) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. This does not include the sale, lease or other conveyance of City property to others.
- d) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a

detrimental financial effect on the litigating or settlement position of the Commission.

- e) To review the specific contents of an application for employment or appointment to a public office when the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- f) To consider material exempt from discussion or disclosure by state or federal statute.

2. CALLING CLOSED SESSIONS:

A two-thirds roll call vote of the Commission members elected and serving shall be required, except under Sections (a) and (b) above. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. MINUTES OF CLOSED MEETINGS

A separate set of minutes shall be taken by the Clerk or the designated Secretary at the closed session. These minutes will be retained by the Clerk of the Commission, shall not be available to the public, and shall be disclosed if required by a civil action. These minutes shall be kept for a period of one year from the date of the closed meeting.

4. CONFIDENTIALITY OF CLOSED MEETING INFORMATION

A City Commission member shall not divulge to an unauthorized person confidential information discussed in an executive session in advance of the time prescribed for its authorized release to the public by the City Commission. Commission members shall honor the confidentiality of the debate, discussion, and preliminary action taken in executive session, and be aware of the potential financial liability and/or harm to the reputation of the City by premature disclosure.

D. VOTING AND DISCUSSION:

1. ROLL CALL

In all roll call votes, the names of the members of the Commission shall be called. A vote upon all ordinance enactments, rezoning issues, and liquor license requests shall be taken by a roll call vote and entered upon the records.

2. RESULTS OF VOTING

In all cases where a vote is taken, the Chair or Clerk shall declare the result.

3. DUTY TO VOTE

Whenever a question is put before the Chair, every member shall vote, provided however, that no member shall be required to vote if:

- a) That member shall have a conflict of interest and shall state his/her conflict of interest, or .
- b) That member shall state that he/she has inadequate information upon which to base a reasonably informed vote and shall state the particulars of the information desired before a reasonable informed vote can be cast.

Absence from a prior meeting shall not constitute the basis of the lack of information referred to above

If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

4. CONDUCT OF DISCUSSION

The maker of the motion shall speak first, and the supporter of the motion shall speak second. During Commission discussion and debate, no member shall speak until recognized for the purpose by the Chair. After such recognition the member shall confine discussion to the question at hand. Personal comments about other individuals should be avoided. When addressing other members of the Commission they should be addressed by title and/or last name but not by first name. No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time. After every member of the Commission has had the opportunity to speak on an item for the first time, the Mayor may ask if any member of the Commission would like to make a motion to call the question. If a motion is made and seconded, debate shall stop immediately and the Mayor will take a vote on the motion to call the question by a show of hands; if 2/3 of the present Commissioners agree to end the debate, the Clerk shall immediately take a roll call vote on the underlying motion. If the motion to call the question fails to garner the support of 2/3 of the present Commissioners, debate will continue; once every member has had an opportunity to speak on the item for a second time, the Mayor may ask if any member of the Commission would like to make a motion to call the question, and the process described above will repeat itself.

5. COMMISSION MEMBER REQUESTS FOR POSTPONEMENTS

Requests for postponements on agenda items from members of Commission requires approval by a majority of Commission present.

6. RULES OF PARLIAMENTARY PROCEDURE

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Commission in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Muskegon.

7. RECONSIDERATION OF MOTIONS

When a question has been decided, it shall be in order for any Commission member who voted on the prevailing side of the question to move the reconsideration at the same meeting or at the next regularly scheduled meeting provided no action has been taken as a result of the previous vote.

8. GENERAL CONSENSUS

General consent or consensus may be used to give direction and the minutes should indicate that a majority consented.

E. CITIZEN PARTICIPATION:

1. GENERAL

Each Commission meeting agenda shall provide for reserve time for audience participation, as requested

2. REQUESTS TO SPEAK, LENGTH OF PRESENTATION - PUBLIC HEARINGS AND PARTICIPATION

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during any public hearing or public comment. ~~A person representing a group and~~

3. PERSONS ADDRESSING THE COMMISSION

Prior to addressing Commission, members of the public shall step up to the microphone/podium and state their name and address. ~~and, if appropriate, group affiliation.~~ The Commission may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.

4. REQUESTS TO SPEAK ON AN AGENDA ITEM

Prior to the start of the meeting, any member of the public may submit a written request form to the City Clerk requesting to speak on an agenda item. All written requests will be honored under the Item F – Public Comment on Agenda Items. All comments shall be directed to the Mayor; Commissioners shall not engage in dialogue, debate, or negotiation with commenters.

5. REQUESTS TO SPEAK DURING PUBLIC PARTICIPATION.

- a. Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.
- b. Candidates or any person(s) working for a candidate shall not be allowed to use public participation time for campaigning.

6. DISORDERLY CONDUCT AT MEETINGS.

Persons addressing the Commission shall make responsible comments and shall refrain from making personal, impertinent, slanderous or profane remarks. The Chairperson may call to order any person who is being disorderly by speaking when not recognized by the chair or otherwise disrupting the proceeding by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such persons shall thereupon be seated until the Chair shall have determined whether the person is in order. If a person so engaged in presentation shall be called out of order, he or she shall not be permitted to speak at the same meeting, except upon special leave by the Commission. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the Police Department to remove the person from the meeting.

F. AGENDA:

1. PREPARATION

The City Manager and City Clerk shall prepare an agenda for each regular or special meeting of the City Commission. The deadline for submitting items for Commission agenda is 4:00 p.m. on the Tuesday preceding the Tuesday of the Commission meeting to the City Clerk. Agenda items from Commission members should be submitted in writing by this same time to the City Manager. Requested items will appear on a meeting agenda within three meetings after request is made.

2. DISTRIBUTION

Agendas, ordinances and all related background material will be delivered to City Commission members, via email, the Thursday before the scheduled regular meeting, or at least 12 hours before a scheduled special meeting.

3. AGENDA MATERIAL

Department Heads and all others shall submit written requests for inclusion on the agenda to the City Clerk with necessary supporting data. Written presentations shall be submitted by 4:00 p.m. on the Tuesday preceding the Tuesday Commission meeting for circulation with agendas. Agenda requests could be delayed to a later meeting if related information is not received by the City Clerk in a timely manner.

G. CONSENT AGENDA:

1. PURPOSE.

Consent agenda will be used to allow the City Commission to act on many items at one time.

2. AGENDA ITEMS.

A consent agenda will be developed by the City Clerk and/or City Manager prior to the regular meeting items. Any action items not requiring a formal public hearing may be included in the Consent Agenda. Any member of the Commission may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

H. RECORDING OF COMMISSION MEETINGS:

1. MEETINGS MAY BE RECORDED

All regular or special meetings of the City Commission may be recorded through the use of audio/visual electronic devices. Such recordings will be under the control and supervision of the City Clerk. The City Clerk shall provide each member of the City Commission with a copy of the audio file from each Worksession meeting.

2. RETENTION OF RECORDS

Any recordings from Commission meetings may be retained by the City Clerk until the meeting minutes are approved. Any recordings from Worksession meetings shall be retained for a period of two (2) years from the date of the meeting.

I. MISCELLANEOUS:

1. AMENDMENTS TO RULES

The rules of the City Commission may be altered or amended by a majority vote of two-thirds of the entire Commission.

2. SUSPENSION OF RULES

The rules of the City Commission may be suspended for good cause for a specified portion of a meeting by a two-thirds majority of the entire Commission.

3. CONTROLLING AUTHORITY

These rules shall control, unless preempted by City Charter, State laws or the Court.

4. REVIEW OF CONSULTANTS

City Commission shall make an annual internal evaluation of consultants at the time of review of the City budget to determine if the services being provided are satisfactory and if judged to be inappropriate, will move to proceed with establishing a more formal review process.

5. RESOLUTIONS OF RECOGNITION

Requests for resolutions will be made and acted on at the Community Relations Committee Meeting. All Commissioners will sign resolutions voted on and approved. As Mayor, the Mayor can sign any other resolutions.

J. COMMITTEE ASSIGNMENTS

1. ASSIGNMENTS

The Mayor may assign Commission members to any committee as is deemed necessary, with approval of the City Commission.

2. RESPONSIBILITIES

Commission member's responsibilities as committee members will be generally limited to policy and not the administration of a department or appointed organization.

K. CITY MANAGER EVALUATION PROCESS

The City Manager will be evaluated by the members of the City Commission before July 1st each year. Forms and materials will be sent out by the City Clerk and all completed forms will be returned to the City Clerk for compiling. A report will be generated by the City Clerk with the results of the evaluations. A meeting with the City Manager and City Commissioners will be scheduled to review the evaluations.

L. ITEMS REQUIRING CITY COMMISSION APPROVAL

The City Commission authorizes the City Clerk, City Manager, and Department Heads to exercise discretion when determining which items require formal City Commission approval and must be included on a City Commission Agenda. Regardless of such discretion, the following items must be presented to the City Commission for formal action:

1. All items in which City Charter, State, or Federal rules/regulations require legislative body approval.
2. The annual operating budget and amendments thereto.
3. All formal City Commission policies and procedures and amendments thereto.
4. All Ordinances and amendments thereto.
5. All purchases over \$15,000 for which an appropriation has been not previously established as part of the adopted or amended annual budget.
6. The purchase or sale of real property.
7. Borrowing of funds.
8. All formal agreements between the City and another party that extend beyond one year in duration or result in expenses to the City in excess of \$25,000 annually.

Adopted 8/27/193/14/2023

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Sale of 363 McLaughlin Avenue
Submitted By: LeighAnn Mikesell		Department: City Manager's Office
Brief Summary: Staff is requesting approval of a purchase agreement for 363 McLaughlin Avenue.		
Detailed Summary & Background: 363 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$10,000 over the full listing price with \$10,000 in seller concessions. The offer also includes costs to cover additional appliances and air conditioning.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 363 McLaughlin Avenue.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		



February 20, 2023

D'Angelo Seals
2828 7th St
Muskegon Heights, MI 49444

RE: Pre-Approval Letter

Thank you for choosing Revolution Mortgage to assist you in the financing of your home purchase. This letter is to advise you that your loan application has been PRE-APPROVED based upon the following terms:

Loan Type: FHA

Closing Date: 03/17/2023 or sooner

Property Type: Single Family

**Property Address: 2362 Greenwood St
Muskegon, MI 49441**

Please understand this is a pre-approval letter, your completed application must still go through final underwriting by Revolution Mortgage. Once the property appraisal and any outstanding documentation are received, an underwriter employed by Revolution Mortgage will review the provided information. This loan is also subject to any additional conditions which the underwriter might require, including an acceptable appraisal and title commitment. A credit report has been prepared and reviewed by the lender and the loan has been run through an automated underwriting system prior to issuing this letter.

If you need anything further, please let me know.

Sincerely,

Yvonne Manus
Loan Officer
NMLS # 2273983
ymanus@revolutionmortgage.com

Revolution Mortgage
616.560.9596
14998 Cleveland St, Unit F
Spring Lake, MI 49456

Please read and have buyer/s sign. Attach with offer.

Paragraph 8- Seller will provide a quit claim deed vs a warranty deed.
Builder one year warranty starts from day of Certificate of Occupancy.

Buyer shall bring dwelling unit into compliance with the following per the city's Zoning Ordinance:
Each dwelling unit shall have an approved established vegetative ground cover, native to the immediate area within 600 feet, no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement. Buyer shall be responsible to water and maintain vegetation.

<i>D'Angelo K Seals</i>	dotloop verified 02/27/23 3:23 AM EST C2JK-WCRM-PDFA-ETZV
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Buyer

Buyer

<i>Mariana Murillo VanDam</i>	dotloop verified 02/28/23 5:44 PM EST ZVOP-FZZH-QFPN-IA01
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Buyer's Agent

<i>LeighAnn Mikesell</i>	dotloop verified 03/01/23 9:34 AM EST OM7E-SZUE-MPBP-PIGK
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LeighAnn Mikesell

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

1

DATE: 02/26/2023, 6pm (time) MLS #: new

SELLING OFFICE: West Urban Realty BROKER LIC.#: 6505429509 REALTOR® PHONE: 616-366-2459

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

- Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☐ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
 Primary Selling Agent Name: Mariana Murillo VanDam Email: mariana@westurbanrealtymi.c Lic.#: 6506015435
 Alternate Selling Agent Name: Email: Lic.#:
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: New Construction. Home Warranty
☒ Seller is exempt from the requirements of the Seller Disclosure Act.
- Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
- Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
 363 McLaughlin Avenue, Muskegon, MI 494
 with the following legal description and tax parcel ID numbers:
 DIST:24 SUBD:CITY OF MUSKEGON REVISED PLAT (OF 1903) SEC/TWN/RNG/MER:SEC 05 TWN 9N RNG 17W CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 263 LOT 11

PP# 61-24-205-263-0011-00

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

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 185,943.00 U.S. Dollars
 one hundred eighty-five thousand nine hundred forty-three
- Seller Concessions,** if any: \$10,000
- Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

- ☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ na representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

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

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

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

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

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

☐ OTHER:

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

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

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

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

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

All Appliances, Washer and Dryer, AC

but does not include:

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Buyer's Initials



Seller's Initials

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

12. **Assessments (choose one):**

If the Property is subject to any assessments,

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

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

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

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

☐ No proration. (Choose one):

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

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

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

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

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

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

Other:

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

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

All inspections and investigations will be completed within _____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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Seller's Initials

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

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

Exceptions:

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

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

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

Seller will use Transnation Title

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

☐ Buyer or ☒ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☐ No survey. Buyer has waived all rights under this paragraph.

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

Existing survey from builder

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

Home warranty from Builder

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 02/24/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

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

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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Buyer's Initials



Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until _____ 6pm _____ (time) on _____ 02/28/2023 _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$_____ \$1000 shall be submitted to _____ Transaction Title _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address: _____ X *D'Angelo K'Seals* dotloop verified 02/27/23 3:23 AM EST LJ50J2FP-45BQ-GW0B **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) _____ D'Angelo Seals
Print name as you want it to appear on documents.

Buyer 2 Address	X	Buyer
-----------------	---	-------

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

Print name as you want it to appear on documents.

32. Seller's Response: The above offer is approved: ☐ As written. ☐ As written except:

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

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No.
Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. Listing Office Address: _____ Listing Broker License # _____ 6505429509
Listing Agent Name: _____ Listing Agent License # _____

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Miksell
LeighAnn Miksell
 Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

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

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

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time):

X (Buyer's Signature, Date, Time):

38. Seller's Receipt: Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time):

X (Seller's Signature, Date, Time):

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Date

6pm
Time

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Sale of 304 McLaughlin Avenue
Submitted By: LeighAnn Mikesell		Department: City Manager's Office
Brief Summary: Staff is requesting approval of a purchase agreement for 304 McLaughlin Avenue.		
Detailed Summary & Background: 304 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$5,278 over the full listing price with \$5,278 in seller concessions. The offer also includes costs to cover additional appliances and air conditioning.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 304 McLaughlin Avenue.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

1

DATE: 02/22/2023, 6pm (time) MLS #: 23001622

SELLING OFFICE: West Urban Realty LLC BROKER LIC.#: 6506015435 REALTOR® PHONE: 616-366-2459

LISTING OFFICE: West Urban Realty LLC REALTOR® PHONE: 616-366-2459

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

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

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

Primary Selling Agent Name: Mariana Murillo VanDam Email: mariana@westurbanrealtymi.c Lic.#: 6506015435

Alternate Selling Agent Name: Email: Lic.#:

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

- ☐ Buyer has received the Seller's Disclosure Statement, dated.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: New Home Warranty
☒ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

304 McLaughlin Ave, Muskegon, MI 49442

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 260

PP# 24205260000700

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

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 181,242 one hundred eighty-one thousand two hundred forty-two U.S. Dollars

7. **Seller Concessions,** if any: \$5278 seller concession

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

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

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a conventional type 30 (year) mortgage in the amount of 97 % of the Purchase Price bearing interest at a rate not to exceed % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 5 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ na representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER: _____

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

- ☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
- ☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

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

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

_____ All Appliances, Washer and Dryer, AC

but does not include: _____

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Buyer's Initials



Seller's Initials

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

12. Assessments (choose one):

If the Property is subject to any assessments,

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

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

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

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

☐ No proration. (Choose one):

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

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

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
 Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

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

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

Other:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

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

All inspections and investigations will be completed within _____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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Seller's Initials

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

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

Exceptions:

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

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

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

Transnation Title

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

☐ Buyer or ☒ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☐ No survey. Buyer has waived all rights under this paragraph.

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

Existing builder survey

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

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 03/24/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

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

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller

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Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ na as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 02/23/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ \$1000 shall be submitted to Transnation Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. Buyer's Approval and Acknowledgment: Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address _____ **X**  dotloop verified
02/22/23 5:51 PM EST
MATU-WDBY-VAX2-TSMI **Buyer**
Buyer 1 Phone: (Res.) _____ (Bus.) _____ Rogue Cuellar
Print name as you want it to appear on documents.
Buyer 2 Address _____ **X**  dotloop verified
02/22/23 6:00 PM EST
ZCLA-7Y7A-MGQ8-IP4I **Buyer**
Buyer 2 Phone: (Res.) _____ (Bus.) _____ Golden Weideman
Print name as you want it to appear on documents.

32. Seller's Response: The above offer is approved: ☒ As written. ☐ As written except:

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

33. Certification of Previous Disclosure Statement: Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No.
Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. Notice to Seller: Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. Listing Office Address: 3265 Walker Ave, Suite D, Grand Rapids, MI 49544 Listing Broker License # 6506015435
Listing Agent Name: Mariana Murillo VanDam Listing Agent License # 6506015435

36. Seller's Approval and Acknowledgment: Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time):  dotloop verified
03/01/23 12:08 PM EST
JNIV-DUQP-CXSK-ACZD
LeighAnn Miksell Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*
Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____
Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. Buyer's Receipt/Acceptance: Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____
X (Buyer's Signature, Date, Time): _____

38. Seller's Receipt: Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____
X (Seller's Signature, Date, Time): _____

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Buyer's Initials



Seller's Initials

Please read and have buyer/s sign. Attach with offer.

Paragraph 8- Seller will provide a quit claim deed vs a warranty deed.
Builder one year warranty starts from day of Certificate of Occupancy.

Buyer shall bring dwelling unit into compliance with the following per the city's Zoning Ordinance:
Each dwelling unit shall have an approved established vegetative ground cover, native to the immediate area within 600 feet, no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement. Buyer shall be responsible to water and maintain vegetation.

Rogue Cuellar

dotloop verified
02/22/23 5:50 PM EST
P49Z-GQFH-U2CF-QOMT

Buyer

Golden Weideman

dotloop verified
02/22/23 3:54 PM EST
2BMR-29Z3-SCKH-KRUD

Buyer

Mariana Murillo VanDam

dotloop verified
02/21/23 9:01 PM EST
CFSD-1A9X-QKAI-S0OR

Buyer's Agent

LeighAnn Mikesell

dotloop verified
02/28/23 5:19 PM EST
0YW5-OP2Q-LHPO-JINL

LeighAnn Mikesell

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Sale of 269 Catherine Avenue
Submitted By: LeighAnn Mikesell		Department: City Manager's Office
Brief Summary: Staff is requesting approval of a purchase agreement for 269 Catherine Avenue.		
Detailed Summary & Background: 269 Catherine Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price with no seller concessions. The offer also includes costs to cover air conditioning.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A		Amount Budgeted: N/A
Fund(s) or Account(s):		Fund(s) or Account(s):
Recommended Motion: to approve the purchase agreement for 269 Catherine Avenue.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

Please read and have buyer/s sign. Attach with offer.

Paragraph 8- Seller will provide a quit claim deed vs a warranty deed.
Builder one year warranty starts from day of Certificate of Occupancy.

Buyer shall bring dwelling unit into compliance with the following per the city's Zoning Ordinance:
Each dwelling unit shall have an approved established vegetative ground cover, native to the immediate area within 600 feet, no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement. Buyer shall be responsible to water and maintain vegetation.

<i>Leticia Garcia González</i>	dotloop verified 03/03/23 5:10 AM EST IAOR-DKU2-S15V-TMLC
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Buyer

Buyer

<i>Roberto Leon</i>	dotloop verified 03/02/23 6:05 PM EST I8QJ-YK0A-ETWI-XD8Q
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Buyer's Agent

<i>LeighAnn Mikesell</i>	dotloop verified 03/02/23 10:21 AM EST BINQ-8NJK-GOZ7-BD8U
--------------------------	--

LeighAnn Mikesell

Please read and have buyer/s sign. Attach with offer.

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Buyer

Buyer

Buyer's Agent

LeighAnn Mikesell dotloop verified
03/02/23 10:21 AM EST
BINQ-8NJK-GOZ7-BD8U

LeighAnn Mikesell

PRE-APPROVAL LETTER

2/28/23

Dear Leticia Garcia-Gonzalez,

Based on the information you provided and a preliminary review of your credit report, Private Mortgage Guarantee has pre-approved you for a home loan subject to the conditions stated below and according to the following terms:

Loan Type:	FHA
Purchase Price:	\$174,000

ALL FINANCIALS HAVE BEEN REVIEWED

Final approval for a home loan is subject to verification of all information you provided and satisfaction of various conditions including, but not limited to, the following:

- An acceptable appraisal of the subject property to support the sales price
- An acceptable preliminary title commitment issued on the subject property
- Acceptable income documentation
- Proof of funds to close and final underwriting approval
- Final underwriting approval

This Pre-Approval Letter is valid for 90 days from the date set forth.

Pre-approval reflects a preliminary determination that you qualify for Private Mortgage Guarantee lending standards and guidelines. This Pre-Approval Letter is not an offer to lend, a commitment for a loan, or a guarantee of specific rate or terms. Any rates quoted are only an indication of current rates as of the date of this Pre-approval Letter. If you receive a final approval for a loan, the loan amount and conditions may be different than what is described in this Pre- Approval Letter.

Sincerely,

Melissa Rincones

Melissa Rincones

Senior Loan Originator NMLS: 1323643

C:616-581-3542 O:616-290-6308

4364 Liberty Square SW

Grandville, MI 49418

Melissa@yourlendingpros.com



**WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT**

MLS # _____	Date: <u>03/01/2023</u> _____ (time)	
Selling Office <u>Keller Williams Rivertown</u> _____, REALTOR®	Phone <u>6168289974</u> _____	Email <u>leon96312@kw.com</u> _____
Listing Office <u>West Urban Realty</u> _____, REALTOR®	Phone <u>616-366-2459</u> _____	Email <u>mariana@westurbanrealtymi.com</u> _____

1. Addendum # 1 _____ to Purchase Agreement dated 03/01/2023 _____ covering property at
269 Catherine Avenue, Muskegon, MI 49442 _____
2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
1) \$2800 payable to West Urban Realty for Central Air Unit. Buyer to pay when product is installed 5 days prior to closing .

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____

X	<u>Leticia Garcia Gonzalez</u>	dotloop verified 03/01/23 12:22 PM EST MKEL-JVH5-GJVG-NUUZ
	(Note: Please sign as you wish your name to appear on final papers.)	
X		Buyer
	(Note: Please sign as you wish your name to appear on final papers.)	

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date _____

X	<u>LeighAnn Mikesell</u>	dotloop verified 03/02/23 10:21 AM EST UHOJ-M23W-RC8N-PCKT
	(Note: Please sign as you wish your name to appear on final papers.)	
X		Seller
	(Note: Please sign as you wish your name to appear on final papers.)	



WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 03/01/2023 (time) _____ MLS # _____

SELLING OFFICE: Keller Williams Rivertown BROKER LIC.#: 6505379295 REALTOR® PHONE: (616) 288-3244

LISTING OFFICE: West Urban Realty(hh11563) REALTOR® PHONE: 616-366-2459

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

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

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

Primary Selling Agent Name: Roberto Leon Email: leon96312@kw.com Lic.#: _____

Alternate Selling Agent Name: Larry Martin Email: Larrymartin.com@gmail.com Lic.#: _____

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

☐ Buyer has received the Seller's Disclosure Statement, dated _____.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
County of Muskegon County, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
269 Catherine Avenue

with the following legal description and tax parcel ID numbers:

Lot 16 Except the west 17.75 feet thereof, block 260, 1903 revised plat of the city of Muskegon, Muskegon County, Michigan

PP#61-24-205-260-0016-00

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

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 170000 U.S. Dollars

7. **Seller Concessions**, if any: _____

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

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

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA _____ type 30 _____ (year) mortgage in the amount of 90 _____ % of the Purchase Price bearing interest at a rate not to exceed 7.1 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 _____ days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$0 _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from _____



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER:

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

- ☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
- ☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

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

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

but does not include:
N/A

269 Catherine Avenue, Muskegon, MI 49442
Subject Property Address/Description

Date _____ Time _____

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

12. **Assessments (choose one):**

If the Property is subject to any assessments,

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

☒ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

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

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

☐ No proration. (Choose one):

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

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

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

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

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

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

Other: _____

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

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

All inspections and investigations will be completed within _____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

269 Catherine Avenue, Muskegon, MI 49442

Subject Property Address/Description

Date

Time

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

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

Exceptions:

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

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

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

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

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

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

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

Seller to provide if one exists.

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 04/03/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☐ reserves ☒ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

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

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day after completion of the closing of the sale, during which time Seller

269 Catherine Avenue, Muskegon, MI 49442

Subject Property Address/Description

Date

Time



Buyer's Initials



Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$0 as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$0 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 9pm (time) on 03/02/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$2000 shall be submitted to Chicago Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

269 Catherine Avenue, Muskegon, MI 49442

Subject Property Address/Description

Date

Time



Buyer's Initials



Seller's Initials

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address X Leticia Garcia Gonzalez dotloop verified 03/01/23 12:22 PM EST Z0YK-WFUN-AQZA-JTKG **Buyer**
 Buyer 1 Phone: (Res.) _____ (Bus.) _____ Leticia Garcia Gonzalez
 Print name as you want it to appear on documents.
 Buyer 2 Address X _____ **Buyer**
 Buyer 2 Phone: (Res.) _____ (Bus.) _____
 Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☒ As written. ☐ As written except:

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

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No.
 Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. **Listing Office Address:** 3265 Walker Ave, Suite D, Grand Rapids, MI 49544 Listing Broker License # 6505429509
Listing Agent Name: Mariana Murillo VanDam Listing Agent License # 6506015435

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 03/02/23 10:21 AM EST KCDU-3PLP-EJOU-AS5K
LeighAnn Mikesell Is Seller a U.S. Citizen or Resident Alien? ☒ Yes ☐ No*
 Print name as you want it to appear on documents.
 X (Seller's Signature, Date, Time): _____
 _____ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*
 Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____
 * If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____
 X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____
 X (Seller's Signature, Date, Time): _____

Subject Property Address/Description

Date Time



Buyer's Initials



Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Farmers Market Rates
Submitted By: Ann Meisch		Department: City Clerk
Brief Summary: Staff recommends increasing tier 1 – corner from \$678 to \$700, tier 1 regular from \$628 to \$650, and Tier 2 regular from \$528 to \$540, Saturday daily vendors from \$36 to \$40, and add a new fee of Tuesdays from July – Sept of \$30.		
Detailed Summary & Background: The Farmers Market Advisory committee met on February 23, 2023 to review the proposed fees and recommended approval.		
Goal/Focus Area/Action Item Addressed: Action item 2022-4.2 External Revenue Sources		
Amount Requested: NA	Amount Budgeted:	
Fund(s) or Account(s): 252 Farmers Market	Fund(s) or Account(s):	
Recommended Motion: To approve the request to increase the vendor fees at the Farmers Market as outlined above.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:		



2023 Summer Rates (May 6 – November 25) (Closed Thanksgiving 11/23) Starting Date Tuesday May 2
per stall/per day

TIER 1 - CORNER	7 MONTHS	700.00	7.87	WINTER MKT	NOV / INSIDE / DOOR	TBD
TIER 1 - REGULAR	7 MONTHS	650.00	7.30	WINTER MKT	NOV / INSIDE / TABLE	TBD
TIER 2 - REGULAR	7 MONTHS/NO PARK	540.00	6.08			
TUESDAY	MAY – JUNE	20.00		WINTER MKT	5 MONTHS (DEC – APR)	
TUESDAY	JULY – SEPT	30.00		WINTER MKT	OUTSIDE	TBD
TUESDAY	OCT – NOV	20.00		WINTER MKT	INSIDE/DOOR/DAILY	TBD
				WINTER MKT	INSIDE/TABLE/DAILY	TBD
THURSDAY	MAY – NOV	20.00				
SATURDAY	MAY – NOV	40.00				

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: Amend Ordinance Chapter 6, Animals	
Submitted By: Jonathan Seyferth		Department: City Manager	
Brief Summary: The City Commission at their December 2022 LPC meeting directed staff to update the Animal Ordinance to remove all specific references to any one type of dog breed.			
Detailed Summary & Background: There were several references to “pit bull dog” in the ordinance. Those were all removed. The language that remains references “dangerous dogs” or “dangerous animals.” Staff also updated the definitions of Dangerous Animal and Vicious Animal. Staff believes this update achieves the directive of the Commission. It should be noted, legal counsel reviewed the update. It was point out that by having “pit bull” in the ordinance it does make it more straight forward to enforce on that breed if there’s an issue (the burden of proof on the City is less because a specific breed is called out). This update could create another step in the process for that breed. However, it now becomes uniform for all breed types. This is simply bring provided for context and transparency.			
Goal/Focus Area/Action Item Addressed: Community Connection, fostering stronger ties among community agencies/partners			
Amount Requested: None		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: I recommend updating City Ordinance, Chapter 6, Animals as presented.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	

For City Clerk Use Only:

Commission Action:

Chapter 6

ANIMALS*

- Sec. 6-1. Definitions.
- Sec. 6-2. Penalties.
- Sec. 6-3. Reserved.
- Sec. 6-4. Responsibilities; authority.
- Sec. 6-5. Owner responsibility.
- Sec. 6-6. Interference; authority of police and animal control officers.
- Sec. 6-7. Impoundment.
- Sec. 6-8. Licensing; rabies vaccination.
- Sec. 6-9. General prohibitions.
- Sec. 6-10. Reserved.
- Sec. 6-11. Abandonment.
- Sec. 6-12. Animals running loose.
- Sec. 6-13. Removal of animal excrement.
- Sec. 6-14. Confinement of animals; number of dogs and cats which may be kept.
- Sec. 6-15. Dangerous dogs; confinement and handling; number.
- Sec. 6-16. Other dangerous animals; confinement.
- Sec. 6-17. Livestock and poultry.
- Sec. 6-18. Beekeeping.

***State law references**—Animal control ordinances, MCL 287.290; Dogs Law of 1919, MCL 287.261 et seq.; dangerous animals, MCL 287.321 et seq.

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ANIMALS

Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Animal control authority* means the county and the city and their designated officers. The licensing authority and the animal control authority may be, but are not necessarily, the same entity. *Animal control shelter* means a facility operated by the county and, in addition, if designated and contracted, other facilities under contract with the city for the impoundment and care of animals that are found in the streets or at large, animals that are otherwise held due to the violation of a municipal ordinance, county ordinance or state law, or animals that are surrendered to the animal control shelter.

Control means having an animal in confinement as described or required by this chapter, or restrained by its owner on a leash no greater than six feet in length and of sufficient strength to confine the animal, or in certain cases where specified in this chapter, a shorter leash. The term "control" shall not mean allowing an animal to go unleashed outside of its confinement or pen.

Dangerous animal means a dog or other animal that bites or attacks or threatens to attack a person (as evidenced by snarling, snapping or lunging); or a dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the property or under the control of its owner. Dangerous animal also includes the following:

- (1) Any mammal, amphibian, reptile, or fowl of a species which, due to size, vicious nature or other characteristic, would constitute a danger to human life, physical well-being or property, including, but not limited to, lions, tigers, leopards, panthers, bears, wolves or wolf hybrids, apes, gorillas, monkeys of a species with an average adult weight in excess of 20 pounds, foxes, elephants, alligators, crocodiles and snakes which are poisonous or otherwise present a risk of physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.
- (2) Any dog or cat having a disposition or propensity to attack or bite any person or animal without provocation.

Dangerous animal does not include any of the following: (1) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner.

(2) An animal that bites or attacks a person who provokes or torments the animal.

(3) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Handler means any person having control of an animal, whether or not by the consent or direction of the owner.

Impound means to place any animal in the custody or control of an animal control shelter. *Licensing authority* means the county, in accordance with state law and county ordinance. *Livestock* means horses, cows, swine, sheep, goats, or any hoofed animal.

Owner means a person having the custody of an animal or who keeps or harbors an animal, a person having the authority of the owner to be the handler of the animal, or a person who knowingly permits an animal to remain on or about any premises occupied by that person. *Poultry* includes chicken, ducks, geese, pheasants, or other fowl of a type normally used for food or egg production.

Restraint. A dog or cat shall be considered under restraint if it is within the real property limits of its owner or secured by its owner on a leash or lead no greater than six feet in length and of sufficient strength to confine the animal. Any other animal is considered restrained only if it is effectively prevented from escape by appropriate means.

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Vicious animal means any animal which:

- (1) Has killed a person; or
- (2) Has inflicted serious injury to a person; or
- (3) Has continued to exhibit the behavior which resulted in a previous finding by a court or animal control officer that it is a dangerous or vicious dog, provided that its owner has been given notice of that finding

Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following:

- (1) Domestic dogs (excluding hybrids with wolves, coyotes, or jackals).
- (2) Domestic cats (excluding hybrids with ocelots or margays).
- (3) Ferrets.
- (4) Rodents.

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- (5) Captive-bred species of common cage birds. (Code 2002, § 6-1; Ord. No. 2064, § 3.2, 12-112001; Ord. No. 2222, 5-22-2007; Ord. No. 2268, 12-8-2009)

Sec. 6-2. Penalties.

Any person violating this chapter shall be subject to one or more of the following penalties as applicable:

- (1) Any person violating section 6-15 involving dangerous dogs shall be guilty of a misdemeanor.
- (2) Any person violating any other prohibition of this chapter shall be responsible for a municipal civil infraction. The schedule of fines for municipal civil infractions is set forth in section 46-204.
- (3) All persons found in violation shall be subject to further injunctive or other equitable relief as the city may determine to

pursue, including destruction of the animal in question.

(Code 2002, § 6-2; Ord. No. 2064, § 3.16, 12-112001)

Sec. 6-3. Reserved.

Sec. 6-4. Responsibilities; authority.

(a) It is determined by the city that ownership of an animal is a privilege which carries with it responsibilities to the city and all persons therein with regard to the care, custody, and handling of the animal.

(b) This chapter shall not be construed to limit or substitute for the authority or functions of the county animal control shelter or animal control department.

(c) The regulations set forth in this chapter are supplemental to and not in substitution of the county animal control department, any county ordinance related thereto or the state law regarding county animal control.

(d) The provisions of this chapter shall be construed to impose the primary responsibility for compliance with its provisions on the owner, the handler, or on any person in control of any animal. No animal of any kind shall be kept in the city or be present in the city in violation of the provisions of this chapter.

(Code 2002, § 6-4; Ord. No. 2064, §§ 3.0, 3.1, 3.3, 12-11-2001; Ord. No. 2268, 12-8-2009)

Sec. 6-5. Owner responsibility.

(a) All dogs and cats shall be kept under restraint, except for a service animal actively engaged in performing its duty or a dog actively engaged in training or performance event or competition. Dogs or cats shall not be permitted to be at large in the city.

(b) Every vicious dog or cat, as determined by a police officer or the animal control authority, shall be confined by its owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(c) The owner of every dog or cat shall be held responsible for every behavior of such dog or cat under the provisions of this chapter.

ANIMALS

(d) Fecal matter shall be collected and removed from the area where the animal is harbored or kept. (Code 2002, § 6-5; Ord. No. 2064, § 3.9, 12-112001; Ord. No. 2229, 7-10-2007; Ord. No. 2268, 12-8-2009)

Sec. 6-6. Interference; authority of police and animal control officers.

(a) No person shall interfere with, oppose, hinder, or molest any agent of the animal control authority in the performance of any duty as provided in this chapter.

(b) If seizure and impoundment of a dangerous animal is not possible without risk of serious physical harm or death to any person, the animal may be killed by a police officer or animal control officer at the time of seizure or impoundment. (Code 2002, § 6-6; Ord. No. 2064, § 3.7, 12-112001)

Sec. 6-7. Impoundment.

(a) Impoundment shall occur, where authorized by this chapter, at the county animal shelter or at an animal control shelter or other designated contracted facility registered under Public Act No. 287 of 1969 (MCL 287.331 et seq.) to provide services to include impounding of animals delivered to the shelter by authority of the city or the county. A contract with an animal control shelter may include shelters in addition to the county animal shelter for services, impoundment, confinement or other functions which the county elects not to perform or is unable to perform. The services and functions of the animal control shelter are governed by state law and county ordinance, if any.

(b) Any animal control shelter in which an animal is impounded shall carry on release, treatment, adoption or disposal of animals in accordance with the requirements of state law. No dog or cat shall be released for adoption to any person without being neutered. If the animal is too young to neuter at the time of adoption, the fee shall be paid for services, which shall be performed at a later date. (Code 2002, § 6-7; Ord. No. 2064, § 3.6, 12-112001)

Sec. 6-8. Licensing; rabies vaccination.

(a) No person shall own, keep, or harbor any dog over four months of age within the city unless such dog is vaccinated and licensed, as required by state law, county ordinance or both. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government operated or licensed animal shelter.

(b) All dogs shall be vaccinated against rabies, and certified as so vaccinated, as required by state law, county ordinance or both. (Code 2002, § 6-8; Ord. No. 2064, § 3.5, 12-112001; Ord. No. 2268, 12-8-2009)

Sec. 6-9. General prohibitions.

The following actions or failures to act shall constitute a violation of this chapter, in addition to other prohibitions or violations found in this chapter.

(1) Training an animal to engage in vicious behavior.

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(2) Training any animal for fighting or contests with other animals; carrying on, promoting or being present at such a fighting event between animals.

(3) Cruelty to any animal or poisoning an animal.

(4) Molesting small wild animals, birds or birds' nests.

(5) Allowing an animal to constitute a nuisance to surrounding properties or other persons in the vicinity.

(6) Harboring or keeping any dog which commits frequent or habitual barking, yelping or howling.

(7) Having a dog on any beach in the city, even if controlled, except for a blind person controlling a guide dog at any time, and except during the months of October through March, or except as allowed by park rules promulgated from time to time by the city.

(8) Engaging in the feeding of wild animals, stray cats, or stray dogs.

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(Code 2002, § 6-9; Ord. No. 2064, § 3.14, 12-11-2001; Ord. No. 2268, 12-8-2009)

State law references—Cruelty to animals, MCL 750.50; poisoning, MCL 750.437.

Sec. 6-10. Reserved.

Sec. 6-11. Abandonment.

Abandonment of animals is prohibited within the city.

(Code 2002, § 6-11; Ord. No. 2064, § 3.8.3, 12-11-2001)

Sec. 6-12. Animals running loose.

All animals, whether dangerous or not, shall be subject to the following:

- (1) No person shall allow an animal to run loose or be unconfined in the city.
- (2) If an animal is upon the premises of the owner, the animal shall be effectively confined as provided in this chapter.
- (3) No dog shall be allowed to run on any beach, except a dog completely controlled

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by a person during the months of October through March, or as permitted by park rules promulgated by the city from time to time.

- (4) No unrestrained, unleashed or uncontrolled dog shall be allowed in any park.
- (Code 2002, § 6-12; Ord. No. 2064, § 3.13, 12-11-2001; Ord. No. 2268, 12-8-2009)

Sec. 6-13. Removal of animal excrement.

(a) It shall be unlawful for any person to appear with any animal on public property or the private property of another, unless that person has in his possession an appropriate device for removal of animal excrement.

(b) It shall be unlawful for any person to allow any animal to leave its excrement on any public property, or upon the private property of another, unless the excrement is promptly and thoroughly removed from the property by the use of a removal device; provided, a person may fail to remove the excrement if entry on the private property of another

for such purpose is prevented by the person owning or controlling the property.

(c) This section shall not apply to a person with a leader, guide or service animal where the person is unable to comply due to their disability.
(Code 2002, § 6-13; Ord. No. 2064, § 3.15, 12-11-2001)

Sec. 6-14. Confinement of animals; number of dogs and cats which may be kept.

(a) In other than a permitted veterinary clinic, kennel or commercial use, no person shall maintain more than three adult dogs and four adult cats in the city. Animals born on the premises to a legally confined pet may remain thereon until four months of age, after which they shall be considered adult dogs or cats.

(b) All dogs kept in the city must be licensed in accordance with state law and county ordinances.

(c) All animals shall be confined in a pen or inside the dwelling, under conditions which are sanitary, safe and secure. Any pen utilized for the outdoor confinement of a dog shall be of sturdy and secure construction designed to prevent the escape of the animal.

(d) No female animal in heat shall be confined in a place where other animals may have access or a nuisance may be created.

(e) Any dog which habitually barks shall be kept inside the dwelling.
(Code 2002, § 6-14; Ord. No. 2064, § 3.10, 12-11-2001; Ord. No. 2268, 12-8-2009)

Sec. 6-15. Dangerous dogs; confinement and handling; number.

(a) All dangerous dogs shall be especially confined and treated as follows:

- (1) *Leash and muzzle.* No person shall permit a dangerous dog to go outside its kennel or pen unless it is securely leashed with a leash no longer than four feet in length. No such dog shall be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed or tied to inanimate objects. Any such dog on a leash outside its kennel or pen must be

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muzzled by a muzzling device sufficient to prevent the dog from biting persons or other animals.

- (2) *Confinement.* All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed, muzzled and controlled as provided in subsection (a)(1) of this section. Such pen, kennel or structure must have secured sides and a secured top attached to the sides. All structures used to confine dangerous dogs must be locked with a key or combination lock when such animals are within the structure. The structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet from the grade. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (3) *Confinement indoors.* No dangerous dogs may be kept on a porch, patio, or any part of a house or structure that would allow the dog to exit such a building. No such animal may be kept in a vacant house or structure.
- (4) *Signs.* All owners or handlers of dangerous dogs within the city shall display in a prominent place on the premises and on the pen or kennel a sign stating the words "Beware of Dog." The letters shall be at least three inches in height.
- (5) *Insurance.* All owners or handlers of dangerous dogs must obtain public liability insurance in a single incident amount of at least \$50,000.00 for bodily injury, death or property damage resulting from the ownership, keeping or maintenance of such animal. (6) *Number.* No more than one dog of the description determined by this chapter to be dangerous shall be kept on any premises in the city.

(b) Violations of the requirements of the provisions in subsection (a) of this section concerning dangerous dogs shall carry special penalties set forth in this chapter. (Code 2002, § 6-15; Ord. No. 2064, § 3.11, 12-11-2001; Ord. No. 2268, 12-8-2009)

State law reference—Dangerous animals, MCL 287.321 et seq.

Sec. 6-16. Other dangerous animals; confinement.

(a) All other dangerous animals besides dogs shall be kept and confined in completely secure cages or containers which allow no access by any persons except by unlocking such cages or containers for the feeding of the animal. Such dangerous animals shall be confined so that there is no access to any other animal or humans by the animals.

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(b) No lions, tigers, leopards, panthers, bears, wolves or wolf hybrids, apes, gorillas, monkeys in excess of 20 pounds, elephants, alligators, crocodiles, or poisonous or constrictor snakes shall be kept in the city, except in a licensed zoo. (Code 2002, § 6-16; Ord. No. 2064, § 3.12, 12-11-2001)

State law reference—Dangerous animals, MCL 287.321 et seq.

Sec. 6-17. Livestock and poultry.

(a) Except as provided in subsection (e), no livestock shall be kept in the city.

(b) No live poultry shall be kept in the city except that one pet may be kept in a pen or confinement which is at least 25 feet from any dwelling.

(c) No more than two rabbits shall be kept on any premises in the city. The two rabbits which may be kept at premises shall be in a pen located at least 25 feet from any dwelling and constructed and maintained in accordance with standards published in the industry or by a 4-H organization.

(d) No wild animal shall be kept permanently or temporarily in the city unless affiliated with a transient circus or carnival having all required permits to operate in the city, or a licensed zoo.

(e) *Education exception.*

(1) Upon submission of a site plan and approval by the planning commission, an educational institution may keep a limited number of livestock, poultry, fowl, rabbits and other animals for educational purposes.

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- (2) An "educational institutional" for purposes of this section is defined as an accredited educational institution, such as a school within the Muskegon area intermediate school district, an elementary, intermediate, and/or secondary school, college, university or other such institutions of higher learning, public and private, offering courses in general, technical or religious education, not operated for profit and in full compliance with the city's zoning ordinance.

- ii. Five to eight hives: 25 feet from property lines.

- (2) *Size of hives.* A hive may not exceed 20 cubic feet.
- (3) *Number of hives allowed.* Lots less than 10,890 square feet may have no more than two hives. Lots between 10,890 square feet and 21,780 square feet may have no more than four hives. Lots between 21,781 square feet and 43,560

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- (3) Measures must be taken to ensure that the livestock and other animals are not a nuisance to neighboring properties for any reason, including the noise, smell, disease or danger that they may cause.
- (4) All livestock and other animals must be located at least 25 feet from any dwelling.
- (5) All state and federal laws and regulations pertaining to the housing and care of animals shall be followed. In addition, the program using the animals as part of its educational curriculum must comply with the career tech program guidelines and regulations.

square feet may have no more than five hives. Lots larger than 43,560 square feet may have no more than eight hives. (4) *Barriers.* A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation or a combination thereof

- (5) *Water.* A constant supply of water shall be provided for all hives to avoid the congregation of bees at other nearby water sources.
- (6) *Permit.* A development permit is required in order to keep bees.

(Code 2002, § 6-17; Ord. No. 2064, § 3.4, 12-11-2001; Ord. No. 2268, 12-8-2009; Ord. No. 2327, 8-26-2014)

(Ord. No. 2364, 5-9-2017)

State law reference—Livestock at large, MCL 433.51 et seq.

Sec. 6-18. Beekeeping.

(a) Beekeeping is permitted under the following conditions:

- (1) *Location.* Hives are permitted on all properties that have a principal structure and also in approved community gardens and urban farms. Hives must be located in backyards or on rooftops. Community gardens and urban farms that do not have a principal structure to establish a back yard must have the hives setback at least 50 feet from the front property line. Hives must be setback from side and rear property lines as follows:
- i. One to four hives: Ten feet from property lines;

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Chapters 7—9

RESERVED

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ANIMALS

Chapter 6

ANIMALS*

- Sec. 6-1. Definitions.
- Sec. 6-2. Penalties.
- Sec. 6-3. Reserved.
- Sec. 6-4. Responsibilities; authority.
- Sec. 6-5. Owner responsibility.
- Sec. 6-6. Interference; authority of police and animal control officers.
- Sec. 6-7. Impoundment.
- Sec. 6-8. Licensing; rabies vaccination.
- Sec. 6-9. General prohibitions.
- Sec. 6-10. Reserved.
- Sec. 6-11. Abandonment.
- Sec. 6-12. Animals running loose.
- Sec. 6-13. Removal of animal excrement.
- Sec. 6-14. Confinement of animals; number of dogs and cats which may be kept.
- Sec. 6-15. Dangerous dogs; confinement and handling; number.
- Sec. 6-16. Other dangerous animals; confinement.
- Sec. 6-17. Livestock and poultry.
- Sec. 6-18. Beekeeping.

***State law references**—Animal control ordinances, MCL 287.290; Dogs Law of 1919, MCL 287.261 et seq.; dangerous animals, MCL 287.321 et seq.

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Sec. 6-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Animal control authority* means the county and the city and their designated officers. The licensing authority and the animal control authority may be, but are not necessarily, the same entity. *Animal control shelter* means a facility operated by the county and, in addition, if designated and contracted, other facilities under contract with the city for the impoundment and care of animals that are found in the streets or at large, animals that are otherwise held due to the violation of a municipal ordinance, county ordinance or state law, or animals that are surrendered to the animal control shelter.

Control means having an animal in confinement as described or required by this chapter, or restrained by its owner on a leash no greater than six feet in length and of sufficient strength to confine the animal, or in certain cases where specified in this chapter, a shorter leash. The term "control" shall not mean allowing an animal to go unleashed outside of its confinement or pen.

Dangerous animal means a dog or other animal that bites or attacks or threatens to attack a person (as evidenced by snarling, snapping or lunging); or a dog that bites or attacks and causes serious injury or death to another dog while the other dog is on the property or under the control of its owner. Dangerous animal also includes the following:

- (1) Any mammal, amphibian, reptile, or fowl of a species which, due to size, vicious nature or other characteristic, would constitute a danger to human life, physical well-being or property, including, but not limited to, lions, tigers, leopards, panthers, bears, wolves or wolf hybrids, apes, gorillas, monkeys of a species with an average adult weight in excess of 20 pounds, foxes, elephants, alligators, crocodiles and snakes which are poisonous or otherwise present a risk of physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.

- (2) Any dog or cat having a disposition or propensity to attack or bite any person or animal without provocation.

Dangerous animal does not include any of the following:

- (1) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner.
- (2) An animal that bites or attacks a person who provokes or torments the animal.
- (3) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Handler means any person having control of an animal, whether or not by the consent or direction of the owner.

Impound means to place any animal in the custody or control of an animal control shelter.

Licensing authority means the county, in accordance with state law and county ordinance.

Livestock means horses, cows, swine, sheep, goats, or any hooved animal.

Owner means a person having the custody of an animal or who keeps or harbors an animal, a person having the authority of the owner to be the handler of the animal, or a person who knowingly permits an animal to remain on or about any premises occupied by that person. *Poultry* includes chicken, ducks, geese, pheasants, or other fowl of a type normally used for food or egg production.

Restraint. A dog or cat shall be considered under restraint if it is within the real property limits of its owner or secured by its owner on a leash or lead no greater than six feet in length and of sufficient strength to confine the animal. Any other animal is considered restrained only if it is effectively prevented from escape by appropriate means.

Vicious animal means any animal which:

- (1) Has killed a person; or
- (2) Has inflicted serious injury to a person; or

ANIMALS

- (3) Has continued to exhibit the behavior which resulted in a previous finding by a court or animal control officer that it is a dangerous or vicious dog, provided that its owner has been given notice of that finding.

Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following:

- (1) Domestic dogs (excluding hybrids with wolves, coyotes, or jackals).
- (2) Domestic cats (excluding hybrids with ocelots or margays).
- (3) Ferrets.
- (4) Rodents.
- (5) Captive-bred species of common cage birds. (Code 2002, § 6-1; Ord. No. 2064, § 3.2, 12-11-2001; Ord. No. 2222, 5-22-2007; Ord. No. 2268, 12-8-2009)

Sec. 6-2. Penalties.

Any person violating this chapter shall be subject to one or more of the following penalties as applicable:

- (1) Any person violating section 6-15 involving dangerous dogs shall be guilty of a misdemeanor.
- (2) Any person violating any other prohibition of this chapter shall be responsible for a municipal civil infraction. The schedule of fines for municipal civil infractions is set forth in section 46-204.
- (3) All persons found in violation shall be subject to further injunctive or other equitable relief as the city may determine to pursue, including destruction of the animal in question.
(Code 2002, § 6-2; Ord. No. 2064, § 3.16, 12-11-2001)

Sec. 6-3. Reserved.

Sec. 6-4. Responsibilities; authority.

(a) It is determined by the city that ownership of an animal is a privilege which carries with it responsibilities to the city and all persons therein

with regard to the care, custody, and handling of the animal.

(b) This chapter shall not be construed to limit or substitute for the authority or functions of the county animal control shelter or animal control department.

(c) The regulations set forth in this chapter are supplemental to and not in substitution of the county animal control department, any county ordinance related thereto or the state law regarding county animal control.

(d) The provisions of this chapter shall be construed to impose the primary responsibility for compliance with its provisions on the owner, the handler, or on any person in control of any animal. No animal of any kind shall be kept in the city or be present in the city in violation of the provisions of this chapter.
(Code 2002, § 6-4; Ord. No. 2064, §§ 3.0, 3.1, 3.3, 12-11-2001; Ord. No. 2268, 12-8-2009)

Sec. 6-5. Owner responsibility.

(a) All dogs and cats shall be kept under restraint, except for a service animal actively engaged in performing its duty or a dog actively engaged in training or performance event or competition. Dogs or cats shall not be permitted to be at large in the city.

(b) Every vicious dog or cat, as determined by a police officer or the animal control authority, shall be confined by its owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(c) The owner of every dog or cat shall be held responsible for every behavior of such dog or cat under the provisions of this chapter.

(d) Fecal matter shall be collected and removed from the area where the animal is harbored or kept.
(Code 2002, § 6-5; Ord. No. 2064, § 3.9, 12-11-2001; Ord. No. 2229, 7-10-2007; Ord. No. 2268, 12-8-2009)

Sec. 6-6. Interference; authority of police and animal control officers.

(a) No person shall interfere with, oppose, hinder, or molest any agent of the animal control authority in the performance of any duty as provided in this chapter.

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(b) If seizure and impoundment of a dangerous animal is not possible without risk of serious physical harm or death to any person, the animal may be killed by a police officer or animal control officer at the time of seizure or impoundment. (Code 2002, § 6-6; Ord. No. 2064, § 3.7, 12-112001)

Sec. 6-7. Impoundment.

(a) Impoundment shall occur, where authorized by this chapter, at the county animal shelter or at an animal control shelter or other designated contracted facility registered under Public Act No. 287 of 1969 (MCL 287.331 et seq.) to provide services to include impounding of animals delivered to the shelter by authority of the city or the county. A contract with an animal control shelter may include shelters in addition to the county animal shelter for services, impoundment, confinement or other functions which the county elects not to perform or is unable to perform. The services and functions of the animal control shelter are governed by state law and county ordinance, if any.

(b) Any animal control shelter in which an animal is impounded shall carry on release, treatment, adoption or disposal of animals in accordance with the requirements of state law. No dog or cat shall be released for adoption to any person without being neutered. If the animal is too young to neuter at the time of adoption, the fee shall be paid for services, which shall be performed at a later date. (Code 2002, § 6-7; Ord. No. 2064, § 3.6, 12-112001)

Sec. 6-8. Licensing; rabies vaccination.

(a) No person shall own, keep, or harbor any dog over four months of age within the city unless such dog is vaccinated and licensed, as required by state law, county ordinance or both. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government operated or licensed animal shelter.

(b) All dogs shall be vaccinated against rabies, and certified as so vaccinated, as required by state law, county ordinance or both. (Code 2002, § 6-8;

Ord. No. 2064, § 3.5, 12-112001; Ord. No. 2268, 12-8-2009)

Sec. 6-9. General prohibitions.

The following actions or failures to act shall constitute a violation of this chapter, in addition to other prohibitions or violations found in this chapter.

- (1) Training an animal to engage in vicious behavior.

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- (2) Training any animal for fighting or contests with other animals; carrying on, promoting or being present at such a fighting event between animals.
- (3) Cruelty to any animal or poisoning an animal.
- (4) Molesting small wild animals, birds or birds' nests.
- (5) Allowing an animal to constitute a nuisance to surrounding properties or other persons in the vicinity.
- (6) Harboring or keeping any dog which commits frequent or habitual barking, yelping or howling.
- (7) Having a dog on any beach in the city, even if controlled, except for a blind person controlling a guide dog at any time, and except during the months of October through March, or except as allowed by park rules promulgated from time to time by the city.
- (8) Engaging in the feeding of wild animals, stray cats, or stray dogs.

(Code 2002, § 6-9; Ord. No. 2064, § 3.14, 12-11-2001; Ord. No. 2268, 12-8-2009)

State law references—Cruelty to animals, MCL 750.50; poisoning, MCL 750.437.

Sec. 6-10. Reserved.

Sec. 6-11. Abandonment.

Abandonment of animals is prohibited within the city.

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(Code 2002, § 6-11; Ord. No. 2064, § 3.8.3, 12-112001)

Sec. 6-12. Animals running loose.

All animals, whether dangerous or not, shall be subject to the following:

- (1) No person shall allow an animal to run loose or be unconfined in the city.
- (2) If an animal is upon the premises of the owner, the animal shall be effectively confined as provided in this chapter.
- (3) No dog shall be allowed to run on any beach, except a dog completely controlled

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by a person during the months of October through March, or as permitted by park rules promulgated by the city from time to time.

- (4) No unrestrained, unleashed or uncontrolled dog shall be allowed in any park.

(Code 2002, § 6-12; Ord. No. 2064, § 3.13, 12-112001; Ord. No. 2268, 12-8-2009)

Sec. 6-13. Removal of animal excrement.

(a) It shall be unlawful for any person to appear with any animal on public property or the private property of another, unless that person has in his possession an appropriate device for removal of animal excrement.

(b) It shall be unlawful for any person to allow any animal to leave its excrement on any public property, or upon the private property of another, unless the excrement is promptly and thoroughly removed from the property by the use of a removal device; provided, a person may fail to remove the excrement if entry on the private property of another for such purpose is prevented by the person owning or controlling the property.

(c) This section shall not apply to a person with a leader, guide or service animal where the person is unable to comply due to their disability.

(Code 2002, § 6-13; Ord. No. 2064, § 3.15, 12-112001)

Sec. 6-14. Confinement of animals; number of dogs and cats which may be kept.

(a) In other than a permitted veterinary clinic, kennel, or commercial use, no person shall maintain more than three adult dogs and four adult cats in the city. Animals born on the premises to a legally confined pet may remain thereon until four months of age, after which they shall be considered adult dogs or cats.

(b) All dogs kept in the city must be licensed in accordance with state law and county ordinances.

(c) All animals shall be confined in a pen or inside the dwelling, under conditions which are sanitary, safe and secure. Any pen utilized for the outdoor confinement of a dog shall be of sturdy and secure construction designed to prevent the escape of the animal.

(d) No female animal in heat shall be confined in a place where other animals may have access or a nuisance may be created.

(e) Any dog which habitually barks shall be kept inside the dwelling.

(Code 2002, § 6-14; Ord. No. 2064, § 3.10, 12-112001; Ord. No. 2268, 12-8-2009)

Sec. 6-15. Dangerous dogs; confinement and handling; number.

(a) All dangerous dogs shall be especially confined and treated as follows:

(1) *Leash and muzzle.* No person shall permit a dangerous dog to go outside its kennel or pen unless it is securely leashed with a leash no longer than four feet in length. No such dog shall be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed or tied to inanimate objects. Any such dog on a leash outside its kennel or pen must be muzzled by a muzzling device sufficient to prevent the dog from biting persons or other animals.

(2) *Confinement.* All dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed, muzzled and controlled as provided in subsection (a)(1) of this section.

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MUSKEGON CITY CODE

Such pen, kennel or structure must have secured sides and a secured top attached to the sides. All structures used to confine dangerous dogs must be locked with a key or combination lock when such animals are within the structure. The structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet from the grade. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

- (3) *Confinement indoors.* No dangerous dogs may be kept on a porch, patio, or any part of a house or structure that would allow the dog to exit such a building. No such animal may be kept in a vacant house or structure.
- (4) *Signs.* All owners or handlers of dangerous dogs within the city shall display in a prominent place on the premises and on the pen or kennel a sign stating the words "Beware of Dog." The letters shall be at least three inches in height.
- (5) *Insurance.* All owners or handlers of dangerous dogs must obtain public liability insurance in a single incident amount of at least \$50,000.00 for bodily injury, death or property damage resulting from the ownership, keeping or maintenance of such animal. (6) *Number.* No more than one dog of the description determined by this chapter to be dangerous shall be kept on any premises in the city.

(b) Violations of the requirements of the provisions in subsection (a) of this section concerning dangerous dogs shall carry special penalties set forth in this chapter. (Code 2002, § 6-15; Ord. No. 2064, § 3.11, 12-11-2001; Ord. No. 2268, 12-8-2009)

State law reference—Dangerous animals, MCL 287.321 et seq.

Sec. 6-16. Other dangerous animals; confinement.

(a) All other dangerous animals besides dogs shall be kept and confined in completely secure cages or containers which allow no access by any persons except by unlocking such cages or containers for the feeding of the animal. Such

dangerous animals shall be confined so that there is no access to any other animal or humans by the animals.

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(b) No lions, tigers, leopards, panthers, bears, wolves or wolf hybrids, apes, gorillas, monkeys in excess of 20 pounds, elephants, alligators, crocodiles, or poisonous or constrictor snakes shall be kept in the city, except in a licensed zoo. (Code 2002, § 6-16; Ord. No. 2064, § 3.12, 12-11-2001)

State law reference—Dangerous animals, MCL 287.321 et seq.

Sec. 6-17. Livestock and poultry.

(a) Except as provided in subsection (e), no livestock shall be kept in the city.

(b) No live poultry shall be kept in the city except that one pet may be kept in a pen or confinement which is at least 25 feet from any dwelling.

(c) No more than two rabbits shall be kept on any premises in the city. The two rabbits which may be kept at premises shall be in a pen located at least 25 feet from any dwelling and constructed and maintained in accordance with standards published in the industry or by a 4-H organization.

(d) No wild animal shall be kept permanently or temporarily in the city unless affiliated with a transient circus or carnival having all required permits to operate in the city, or a licensed zoo.

(e) *Education exception.*

(1) Upon submission of a site plan and approval by the planning commission, an educational institution may keep a limited number of livestock, poultry, fowl, rabbits and other animals for educational purposes.

(2) An "educational institutional" for purposes of this section is defined as an accredited educational institution, such as a school within the Muskegon area intermediate school district, an elementary, intermediate, and/or secondary school, college, university or other such institutions of higher learning, public and private, offering

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courses in general, technical or religious education, not operated for profit and in full compliance with the city's zoning ordinance.

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10,890 square feet may have no more than two hives. Lots between 10,890 square feet and 21,780 square feet may have no more than four hives. Lots between 21,781 square feet and 43,560

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- (3) Measures must be taken to ensure that the livestock and other animals are not a nuisance to neighboring properties for any reason, including the noise, smell, disease or danger that they may cause.
- (4) All livestock and other animals must be located at least 25 feet from any dwelling.
- (5) All state and federal laws and regulations pertaining to the housing and care of animals shall be followed. In addition, the program using the animals as part of its educational curriculum must comply with the career tech program guidelines and regulations.

(Code 2002, § 6-17; Ord. No. 2064, § 3.4, 12-112001; Ord. No. 2268, 12-8-2009; Ord. No. 2327, 8-26-2014)

State law reference—Livestock at large, MCL 433.51 et seq.

square feet may have no more than five hives. Lots larger than 43,560 square feet may have no more than eight hives. (4) *Barriers*. A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation or a combination thereof

- (5) *Water*. A constant supply of water shall be provided for all hives to avoid the congregation of bees at other nearby water sources.
 - (6) *Permit*. A development permit is required in order to keep bees.
- (Ord. No. 2364, 5-9-2017)

Sec. 6-18. Beekeeping.

(a) Beekeeping is permitted under the following conditions:

- (1) *Location*. Hives are permitted on all properties that have a principal structure and also in approved community gardens and urban farms. Hives must be located in backyards or on rooftops. Community gardens and urban farms that do not have a principal structure to establish a back yard must have the hives setback at least 50 feet from the front property line. Hives must be setback from side and rear property lines as follows:
 - i. One to four hives: Ten feet from property lines;
 - ii. Five to eight hives: 25 feet from property lines.
- (2) *Size of hives*. A hive may not exceed 20 cubic feet.
- (3) *Number of hives allowed*. Lots less than

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Chapters 7—9

RESERVED

This ordinance adopted:

Ayes:

Nayes:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC - City Clerk

CERTIFICATE (Update to the Animal Ordinance definitions and terms)

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 14th day of March 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, and that minutes were kept and will be or have been made available as required thereby.

DATED: March 14, 2023

Ann Meisch, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on March 14, 2023 the City Commission of the City of Muskegon adopted an ordinance to update the terms and definitions on the Animal Ordinance, summarized as follows:

1. The updates to the Animal Ordinance remove all specific references to any one type of dog breed.
2. The definitions of Dangerous Animal and Vicious Animal were also updated.

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
By: Ann Meisch, MMC, City Clerk

CITY OF MUSKEGON

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/14/23	Title: 1095 Third Street Termination of Purchase Agreement
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The due-diligence and closing deadline for the purchase agreement between the City and Suburban Properties for the redevelopment of the former Catholic Charities site has expired, and staff recommends formally terminating the approved purchase agreement.	
Detailed Summary & Background: We have been in regular contact with Mr. Shaun Burket of Suburban Properties since the August 2022 approval of the purchase agreement by the City Commission. Unfortunately, the lending environment along with construction costs and delays with other active projects by Suburban Properties has caused us to reach a point of mutual separation. We are still working collaboratively with Suburban on a potential infill housing project, so we anticipate future partnerships are likely. We will consider proposals from other developers who have been waiting for a turn at this property most of the time it has been under option by Mr. Burket in another agenda item.	
Goal/Focus Area/Action Item Addressed: Goal 1 (Image) Housing Focus Area, Goal 2 (Quality of Life) Housing Focus Area, Action Item 21-8 Expand Housing Options, and Goal 3 (Revitalize Revenues) Housing Focus Area, Action Item 21-13 Increase Property Values in Urban Core and Eastside Neighborhoods	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the Termination of Purchase Agreement as presented and authorize the Mayor and Clerk to sign.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒	Guest(s) Invited / Presenting: Yes ☐ No ☒

For City Clerk Use Only:

Commission Action:

TERMINATION OF PURCHASE AND SALE AGREEMENT

This Termination of Purchase Agreement between **Suburban Property, LLC**, a Michigan limited liability company ("Buyer"), and the **City of Muskegon**, a Michigan municipal corporation ("Seller") with reference to the following facts:

Background

A. Buyer and Seller entered into a certain Purchase and Sale Agreement made effective August 23, 2022 and a First Amendment to Purchase and Sale Agreement effective November 18, 2022 (together, the "Purchase Agreement"), for the sale and purchase of property located in the 1095 Third Street, Muskegon, Michigan ("Property").

B. Buyer and Seller have elected not to close on the purchase of the Property and therefore the parties desire to terminate the Purchase Agreement.

Therefore, the parties agree as follows:

1. **Termination of Purchase Agreement.** The parties agree that the Purchase Agreement is hereby terminated and both Buyer and Seller are released from all obligations pursuant to the Purchase Agreement.

2. **Earnest Money.** In consideration of entering into this Agreement, the parties agree that the \$10,000 Deposit referenced in the Purchase and Sale Agreement shall be returned to Buyer.

3. **Release of All Claims.** The parties hereby release each other from any and all claims and obligations related to or arising from the Purchase Agreement and the Property.

The parties have executed this Agreement on the date written below their signatures to be effective as of the date of the last signatory.

Seller:

City of Muskegon
a Michigan municipal corporation

By: _____
Name: Ken Johnson
Title: Mayor
Date: _____

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____

Buyer:

Suburban Property, LLC
a Michigan nonprofit corporation

By: _____
Name: Shaun Burket
Title: Member
Date: 3/2/23

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: On-Premise Tasting Room Permit for Rake Beer Project, LLC
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: To adopt a resolution approving a new On-Premise Tasting Room Permit for Rake Beer Project, LLC at 500 W. Western Avenue, Suite 200, Muskegon, MI 49440	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the resolution for a new On-Premises Tasting Room Permit for Rake Beer Project, LLC at 500 W. Western Avenue, Suite 200, Muskegon, MI 49440.	
For City Clerk Use Only: Commission Action:	



Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ Muskegon City _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
the following resolution was offered: (date) (time)
Moved by _____ and supported by _____
that the application from Rake Beer Project LLC
(name of applicant - if a corporation or limited liability company, please state the company name)

for a NEW ON-PREMISES TASTING ROOM PERMIT

to be located at: 500 W. Western Avenue, Suite 200, Muskegon, MI 49440

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: USACE Right of Entry for Sewer Repair	
Submitted By: Dan VanderHeide	Department: DPW	
Brief Summary: The U.S. Army Corps of Engineers (USACE) has requested the City authorize their work on our property to repair a storm sewer serving the U.S. Army Reserve base in the City.		
Detailed Summary & Background: The U.S. Army Corps of Engineers (USACE), on behalf of the U.S. Army Reserve base located at 1430 Parslow Drive, plans to repair a storm sewer outlet that has severely eroded the bank of Ruddiman Creek. The storm sewer passes through the City's property on it's way to the creek. The storm sewer sits in an easement; however, the scope of the repair is larger than the easement. The USACE has requested the City sign a Right of Entry (ROE) document authorizing them to work on the City's property to make the repair.		
Goal/Focus Area/Action Item Addressed: Goal 3 Focus Area: Foster strong ties among government & community agencies.		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A	
Recommended Motion: Grant Right of Entry to the U.S. Army Corps of Engineers and authorize the Mayor and Clerk to sign the Right of Entry documents and certification.		
Approvals: Immediate Division Head ☒ Other Division Heads ☐	Legal Review ☒ Information Technology ☐ Communication ☐	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		



DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P. O. BOX 59
LOUISVILLE KY 40201-0059

February 28, 2023

Real Estate Division

Dan VanderHeide
Public Works Director, City of Muskegon
1350 E. Keating Ave.
Muskegon, MI 49442

Re: Right-of-Entry DACA27-9-23-269, 2LT Walter Haupt Army Reserve Center, 1430 Parslow Dr.,
Muskegon, MI 49441-2799

Dear Mr. VanderHeide:

The United States Army Corps of Engineers (USACE) needs your cooperation in assisting the 88th Readiness Division (RD) to complete a remediation project located near the Muskegon Army Reserve Center. The 88th RD is planning a project to repair the storm water manhole as well as the pipe from our property line to the spillway. The project will also repair the washed-out bank to include removing soil from Ruddiman Creek. The land on which this work is to be completed is owned by the City of Muskegon. A partnership between the USACE and yourself is needed for the successful outcome of the project and gaining access to your organization's property is essential.

Enclosed is a copy of Right-of-Entry No. DACA27-9-23-269. Also, enclosed is the Certificate of Authority which must be completed and signed by someone other than the person signing the ROE. Please return a signed copy of the Right-of-Entry and signed copy of the Certificate of Authority to Richard.M.Madley@usace.army.mil.

We look forward to working with you to conduct this work on your property. Your cooperation and quick response would be appreciated. If you have any questions in this matter, please contact Mr. Richard Madley (502) 315-6942.

Sincerely,

PRESTON.JACKIE
E.L.1230321171
Jackie L. Preston
Chief, Military Branch

Digitally signed by
PRESTON.JACKIE.L.1230321171
Date: 2023.02.28 13:58:48
-05'00'

Enclosures
Right-of-Entry
Certificate of Authority

DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION

2LT Walter Haupt Army Reserve Center
Project, Installation or Activity

FACID: MO023, Site Code: 26895
Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government subject to coordination with Owner, an irrevocable right to enter upon the lands hereinafter described at any time within a period of Fifteen (15) months from the date of this instrument, for use by the Government, its representatives, agents, contractors, and assigns, in order to repair the storm water manhole and pipe from our property line to the spillway at the bottom of the ravine and repair the washed-out bank caused by the broken storm pipe to include removing soil from Ruddiman Creek.
2. All tools, equipment, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
3. The Government subject to coordination with Owner, shall have the right to patrol and police the lands hereinafter described during the period of this permit or right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

The land affected by this right-of-entry is located in the County of Muskegon, State of Michigan, and is described in **Exhibit A** (Map).

WITNESS MY HAND AND SEAL this _____ day of _____, 2023.

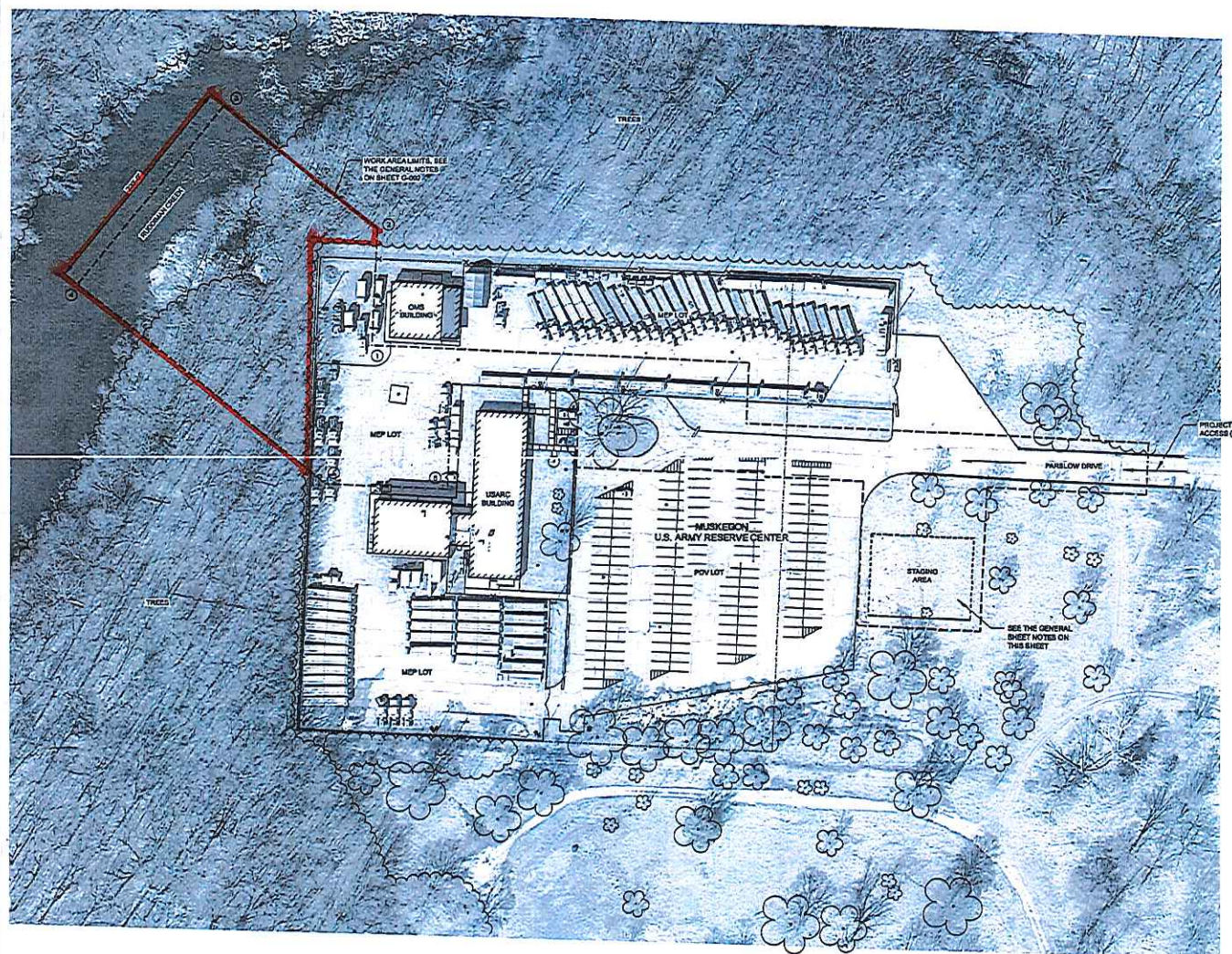
CITY OF MUSKEGON

Signature

Print Name

UNITED STATES OF AMERICA

Jackie Preston
Chief, Military Branch



GENERAL SHEET NOTES

1. THIS SHEET IS FOR THE PURPOSE OF INDICATING ACCESS, THE STAGING AREA, THE PROJECT WORKAREA LIMITS, AND THE WORKAREA.
2. SEE SHEET G-002 FOR THE PROJECT'S GENERAL NOTES.
3. SEE SECTION 03 73 06 OF THE PROJECT SPECIFICATIONS FOR STAGING REQUIREMENTS.
4. COORDINATE THE EXACT LOCATION AND SIZE OF THE STAGING AREA(S) WITH THE RD AND THE 8TH READINESS DIVISION (RD) THROUGH THE RD. LOCATE STAGING AREAS TO AVOID DAMAGING EXISTING ON-SITE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE SECURITY OF THEIR EQUIPMENT AND MATERIALS WITHIN THE STAGING AREA(S).

WORKAREA LIMITS COORDINATES		
POINT	NORTHING	EASTING
1	631249.99	12613593.96
2	631363.00	12613598.80
3	631478.93	12613453.12
4	631307.41	12613315.36
5	631118.48	12613150.58
6	631213.66	12613669.82

SHEET DATE 10/1/2023	CONTRACT NO. W9127Q-23-2-00000001
PROJECT NAME MUSKOGEAN U.S. ARMY RESERVE CENTER	PROJECT CODE 631249.99
DRAWN BY J. M. HARRIS	CHECKED BY J. M. HARRIS
DESIGNED BY J. M. HARRIS	APPROVED BY J. M. HARRIS
U.S. ARMY CORPS OF ENGINEERS ROCK ISLAND DISTRICT ROCK ISLAND, ILLINOIS 61201	
88th RD.	
MUSKOGEAN U.S. ARMY RESERVE CENTER REPAIR STORM SEWER AND BROKEN SITE MAP	
SHEET ID G-004	

Exhibit A

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____
(Name of clerk or appropriate official) (Title)

of the _____ and that _____,
(name of govt entity) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then the

_____ of _____
(Office Held) (name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated
to this officer by the governing body of the grantee in executing said instrument.

(Signature of clerk or appropriate official)

(Date)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: McGraft Community Building Roof Replacement	
Submitted By: Kyle Karczewski		Department: Parks	
Brief Summary: Staff proposes to replace the roof at the McGraft Community Building due to leaks.			
Detailed Summary & Background: The current roof is beyond life expectancy and some minor leaking is occurring. Interior renovations done in 2021 and 2022 may be compromised if corrective action is not taken. Three bids have been obtained. Two were in excess of \$60,000 but the third from Schmidt Roofing for \$29,284.00 is recommended for acceptance. Funding will be provided through the McGraft Endowment fund, which performed very well in the market last year and contributed approximately \$120,000 to fund improvements to the park this year and next.			
Goal/Focus Area/Action Item Addressed: Goal 1 Key Focus Area: Enhanced Parks and Recreation Department and Services			
Amount Requested: \$29,284.00		Amount Budgeted: \$100,000 (All Building Repair)	
Fund(s) or Account(s): McGraft Endowment		Fund(s) or Account(s): 101-757-986	
Recommended Motion: Authorize staff to enter into a contract with Schmidt Roofing for \$29,284 to replace the roof at the McGraft Park Community Building.			
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐			Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:			



"The Old Roofers"



Roofing - Siding - Windows

Doors - Shutters

Ice & Snow Removal

Remodeling

**Chimney and Masonry
Repair**

**SCHMIDT ROOFING &
CONSTRUCTION, INC.**

**552 W Southern Ave
Muskegon, MI 49441**

**Muskegon
(231) 726-2020
Fax: (231) 726-5695**

**Grand Haven
(616) 847-0577**

**Hart
(231) 873-0904**

**Email:
schmidt@schmidt-roofing.com**

**Web Site:
www.schmidt-roofing.com**

**Rick A. Hines
President**

**Residential
Builders License #
2102 180586**

Estimate

Rep	Date	Estimate #
RJR	1/26/2023	12565
Color -		

Name / Address	Job Address
McGraft Park Tim Harvey 2204 Wickham Dr Muskegon, MI 49441	McGraft Park Tim Harvey 2204 Wickham Dr Muskegon, MI 49441

P.O. Number	Credit cards are charged 2%-3% each use.	Phone Number
	1/2 down, balance on completion	616-566-3577

Description	Total
This bid is for the main lodge. Tear off all layers of roofing down to wood deck and haul away debris. Install ice shield 6ft up on all eaves of roof, followed by a synthetic felt then followed by IKO laminated shingles. All edges of roof to receive new drip edge. All peaks of roof to receive shingles over ridge vent. All walls to receive aluminum step flashing. All valleys to receive ice shield, 90lb rolled roofing and weaved shingles. All pipes to receive new flashing boots. Reflash chimney at base. Install a granulized torch down on lower sloped area's. Reflash all walls. Lifetime Manufacturer's Warranty on Shingles 15 Year Iron Clad 3 Year Workmanship	29,284.00

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any board repair shall be an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Contractor shall be liable for neither incidental nor consequential damages other than reasonable repair of installed work. Unpaid contract shall constitute a lien against this property until paid. Homeowner shall be liable for actual and reasonable attorney fees incurred by contractor. Any claims for defects not corrected within a reasonable time after notice shall be subject to arbitration in accordance with the rules of the Better Business Bureau, any award rendered thereon shall be fixed and binding in the parties hereto, and judgment may be entered thereon by a court having jurisdiction thereof. NOTE: This estimate becomes a legal contract upon signing and dating.

Total \$29,284.00

**Authorized Signature:
Ricky A Hines**

Date Signed	Signature

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Consumers Easement @ Water Filter Plant	
Submitted By: Dan VanderHeide	Department: DPW	
Brief Summary: Consumers Energy has requested an easement for a utility pole support (guy wire) on the water filter plant property to allow for new electric service for 3421 Lakeshore Drive (a private residence).		
Detailed Summary & Background: Consumers Energy has requested an easement for a utility pole support (guy wire) on the water filter plant property (1900 Beach Street) to allow for new electric service for 3421 Lakeshore Drive (a private residence). Joe Buthker, Water Filter Plant Superintendent, has review the easement and is confident that the easement and pole support will not impact the water filter plant operations nor stand in the way of any future planned improvements.		
Goal/Focus Area/Action Item Addressed: Goal 3 Focus Area: Foster strong ties among government & community agencies.		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A	
Recommended Motion: Grant an easement to Consumers Energy on the City's property at 1900 Beach Street and authorize the Mayor to sign the easement documents.		
Approvals: Immediate Division Head ☒ Other Division Heads ☐	Legal Review ☒ Information Technology ☐ Communication ☐	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		



A CMS Energy Company

2/7/2023

City of Muskegon
933 Terrace Street
Muskegon, Michigan 49443

SAP# 1065828704

Design # 11487101

In order to install Electric for 3421 Lakeshore Drive, Muskegon, Michigan, we must secure permission to cross a portion of your property with our Electric Facilities, as shown in Exhibit B of the easement.

Attached is our standard right-of-way easement form. Please sign this instrument with only black ink where indicated (signatures must be notarized) and return the original document at your earliest convenience. Your promptness in having this instrument signed and returned will enable us to proceed with our construction plans.

If you have any questions concerning the design of this job, please call Douglass Bowie at 337-804-2983. If you have any questions regarding the easement, please contact Brian Moore at 330-704-2432

After signed and notarized please mail the original back to:

Brian Moore
Consumers Energy Company
700 East Sternberg Road
Muskegon, MI 49441

Thank you very much for your cooperation in this matter.

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand the target audience's preferences and pain points. Once a need is identified, the next step is to develop a concept that addresses this need. This stage often involves brainstorming and prototyping to refine the idea. The third step is to create a business plan, which outlines the financial aspects of the product, including costs, revenue projections, and funding requirements. This plan is crucial for securing investment and guiding the development process. The fourth step is to develop a minimum viable product (MVP) to test the market. This involves creating a basic version of the product that allows for user feedback and iteration. Finally, the product is launched into the market, and ongoing monitoring and feedback are essential for making improvements and ensuring long-term success.

- "The State requires that printing be black ink on white paper for forms presented for recording."**

- ### EXAMPLE:

Owner:

(SIGNATURE)

Type or print owners name here
(Legal first name, Middle initial, Last name)

BOTH DATES MUST BE THE SAME!!!

(SIGNATURE)

Type or print owners name here
(Legal first name, Middle initial, Last name)

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by _____ and marital
Date Print Owner's Name(s)
status on these two lines)

(SIGNATURE)

(Type or print name here) _____ Notary Public
_____, County, Michigan
Acting in _____ County
My Commission expires: _____

Place Stamp & Seal in this location only

Notary Stamp (place above line)

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916076749
SAP# 1065828704
Design# 11487101
Agreement# MI00000069645

CITY OF MUSKEGON, a municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49443 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Muskegon, County of Muskegon, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF MUSKEGON, a municipal corporation

Signature
By: _____
Name
Its: _____
Title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____ of the City of Muskegon, a
Date Name Title
municipal corporation, on behalf of the corporation.

Notary Public
Print Name

County, _____
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Brian Moore
Consumers Energy Company
700 East Sternberg Road
Muskegon, MI 49441

Prepared By:
Nicole Corts 02/07/2023, P24-720
Consumers Energy Company
1945 W Parnall Rd
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, P24-720
Consumers Energy Company
1945 W Parnall Rd
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Muskegon, County of Muskegon, State of Michigan:

Block 731, City of Muskegon Revised Plat of 1903, being in the Northwest 1/4 of the Northeast 1/4 of Section 33, Town 10 North, Range 17 West, according to the recorded plat thereof, Muskegon County Records, lying Westerly of Water Works Road and Westerly of Lake Michigan Park Subdivision No. 1 as platted also that part of Ash Street vacated lying Southerly of Lakeshore Drive and Westerly of Water Works Road.

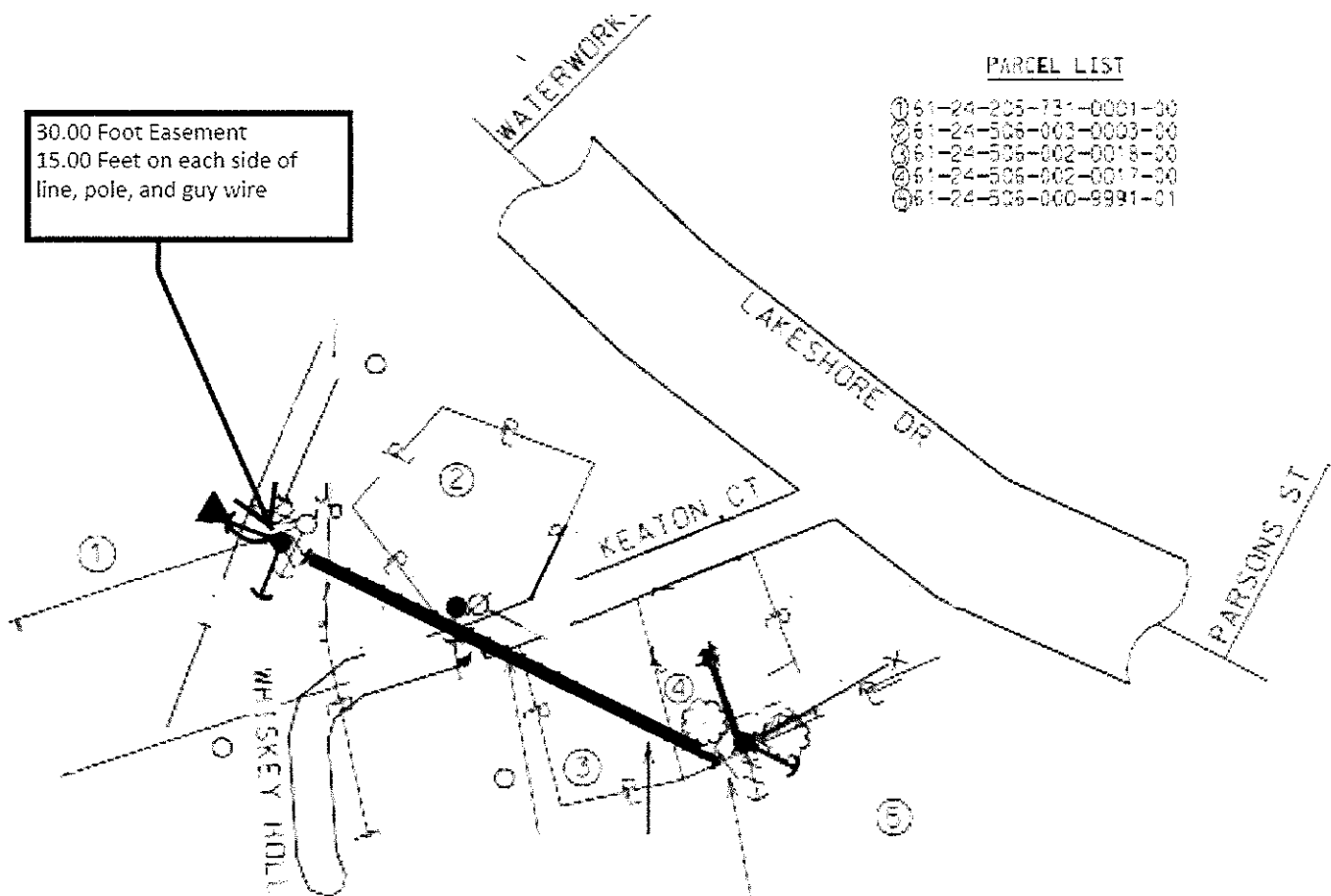
Also known as: 1900 Beach Street, Muskegon, Michigan 49441

Parcel ID: 61-24-205-731-0001-00

EXHIBIT B

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Aggregates, Maintenance Materials & Concrete
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Award supply of aggregates, highway maintenance materials and ready-mixed concrete for 2023 to selected bidders.	
Detailed Summary & Background: Bids were solicited for aggregates, highway maintenance materials and ready-mixed concrete for purchase in 2022. Purchases will be made from the recommended bidders highlighted in yellow on the attached bid tabs. Purchases are contingent upon product availability, timely deliveries, and prices as quoted.	
Goal/Focus Area/Action Item Addressed: Goal 4 Key Focus Area: Sustainability in infrastructure and financial practices.	
Amount Requested: Variable	Amount Budgeted: Variable
Fund(s) or Account(s): 101, 202, 203, 590, 591	Fund(s) or Account(s): 101, 202, 203, 590, 591
Recommended Motion: Award bids for aggregates, highway maintenance materials and ready-mixed concrete purchases for 2023 as presented.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	

**Highway Maintenance Materials
BID TABULATION
February 28, 2023**

Contractor Address City/St Phone				Deliver or Pickup	Great Lakes Chloride		Michigan Paving		P&T Products		Sherwin Industries		Unique Paving Materials	
					PO Box 634		1950 Williams St		472 Industrial Pkwy		2129 West Morgan Ave		3993 E 93rd St	
					Grand Haven, MI		Alma, MI		Sandusky, OH		Milwaukee, WI		Cleveland, OH	
					574-527-0287		989-600-4253		419-621-1966		414-281-6400		231-883-3030	
DESCRIPTION		QTY	UNIT		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	38% Liquid Calcium Chloride	40,000	GAL	DEL	\$0.649	\$25,960.00		\$0.00		\$0.00		\$0.00		\$0.00
2	32% Liquid Calcium Chloride	15,000	GAL	DEL	\$0.618	\$9,270.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Hot Mix Asphalt, 3C Base	200	TON	PU		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Hot Mix Asphalt, 4C Top	1000	TON	PU		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Sylvax Patching Materials	200	TON	DEL		\$0.00		\$0.00		\$0.00		\$0.00	\$146.70	\$29,340.00
				PU		\$0.00		\$0.00		\$0.00		\$0.00	\$122.00	\$24,400.00
6	AE90 Asphalt Emulsion	20,000	GAL	DEL		\$0.00	\$3.93	\$78,600.00		\$0.00		\$0.00		\$0.00
7	Crack Sealant	50,000	LBS	DEL		\$0.00		\$0.00	\$0.527	\$26,350.00	\$0.65	\$32,250.00		\$0.00
				PU		\$0.00		\$0.00	\$0.494	\$24,700.00	\$0.60	\$30,125.00		\$0.00

Contractor Address City/St Phone				Deliver or Pickup	Michigan Paving		Ashphalt Paving							
					3566 Millcreek		45 S Getty							
					Comstock Park, MI		Muskegon, MI							
					517-740-4960		231-531-8054							
DESCRIPTION		QTY	UNIT		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	38% Liquid Calcium Chloride	40,000	GAL	DEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	32% Liquid Calcium Chloride	15,000	GAL	DEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Hot Mix Asphalt, 3C Base	200	TON	PU	\$81.00	\$16,200.00	\$79.50	\$15,900.00		\$0.00		\$0.00		\$0.00
4	Hot Mix Asphalt, 4C Top	1000	TON	PU	\$81.00	\$81,000.00	\$79.50	\$79,500.00		\$0.00		\$0.00		\$0.00
5	Sylvax Patching Materials	200	TON	DEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				PU		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	AE90 Asphalt Emulsion	20,000	GAL	DEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	Crack Sealant	50,000	LBS	DEL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
				PU		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

**Aggregates
BID TABULATION
February 28, 2023**

Contractor Address City/St Phone				Verplank Trucking		McCormick Sand		Accurate Excavators		
				PO Box 8		5430 Russell Rd		2821 Central Rd		
				Ferrysburg, MI		Twin Lake, MI		Muskegon, MI		
				616-935-9025		231-766-0466 x 109		231-766-0557		
DESCRIPTION		QUANTITY	UNIT	Deliver or Pickup	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	32FA/H1 (Coarse stone-sand)	250	TON	DEL	\$26.25	\$6,562.50		\$0.00		\$0.00
				PU	\$25.00	\$6,250.00		\$0.00		\$0.00
2	Road Slag, 22A	5,000	TON	DEL	\$17.85	\$89,250.00		\$0.00		\$0.00
3	Natural Road Gravel, 22A, 23A	250	TON	DEL	\$15.00	\$3,750.00		\$0.00		\$0.00
				PU		\$0.00		\$0.00		\$0.00
4	2NS Sand/Torpedo Sand	250	TON	DEL	\$13.00	\$3,250.00		\$0.00		\$0.00
				PU		\$0.00		\$0.00		\$0.00
5	Screened Top Soil	500	CYD	DEL	\$12.00	\$6,000.00	\$16.05	\$8,025.00	\$11.50	\$5,750.00
				PU		\$0.00	\$12.60	\$6,300.00	\$10.00	\$5,000.00
6	Fill Sand (Class II or IIIA)	2,000	CYD	DEL	\$8.50	\$17,000.00	\$7.05	\$14,100.00	\$8.20	\$16,400.00
				PU		\$0.00	\$3.25	\$6,500.00	\$3.25	\$6,500.00

Contractor Address City/St Phone				Ryerson Brothers		Stone of Michigan		Top Grade Aggregates		
				2979 Industrial Pkwy		3700 Patterson Rd		3407 58th St		
				Muskegon, MI		Middleville, MI		Hamilton, MI		
				231-888-4020		269-509-2637		269-751-8898		
DESCRIPTION		QUANTITY	UNIT	Deliver or Pickup	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	32FA/H1 (Coarse stone-sand)	250	TON	DEL	\$38.00	\$9,500.00		\$0.00		\$0.00
				PU		\$0.00		\$0.00		\$0.00
2	Road Slag, 22A	5,000	TON	DEL	\$28.00	\$140,000.00		\$0.00		\$0.00
3	Natural Road Gravel, 22A, 23A	250	TON	DEL	\$25.00	\$6,250.00	\$19.15	\$4,787.50	\$22.25	\$5,562.50
				PU		\$0.00	\$8.75	\$2,187.50	\$12.00	\$3,000.00
4	2NS Sand/Torpedo Sand	250	TON	DEL	\$30.00	\$7,500.00	\$15.40	\$3,850.00	\$18.30	\$4,575.00
				PU		\$0.00	\$6.40	\$1,600.00	\$5.50	\$1,375.00
5	Screened Top Soil	500	CYD	DEL	\$22.00	\$11,000.00		\$0.00	\$25.10	\$12,550.00
				PU		\$0.00		\$0.00	\$15.50	\$7,750.00
6	Fill Sand (Class II or IIIA)	2,000	CYD	DEL	\$12.00	\$24,000.00	\$17.95	\$35,900.00		\$0.00
				PU		\$0.00	\$3.40	\$6,800.00		\$0.00

**Concrete
BID TABULATION
February 28, 2023**

*Bid selection based on 7-sack mix which is the most commonly used product, 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.

			Contractor	Port City Redi Mix	High Grade
			Address	1780 Sheridan Rd	767 E Sharman
			City/St	Muskegon, MI	Muskegon, MI
			Phone	231-277-2777	231-733-8247
DESCRIPTION		UNIT		UNIT PRICE	UNIT PRICE
1	5 Sack Mix	CU.YD.		\$134.00	\$131.00
2	6 Sack Mix	CU.YD.		\$142.00	\$139.00
3	7 Sack Mix*	CU.YD.		\$150.00	\$147.00
4	9 Sack Mix	CU.YD.		\$166.00	\$163.00
5	Minimum Load	# CU YD		2	1
6	Small Load charge, add	CU.YD.	4 - 5	\$100.00	\$75.00
		CU.YD.	3 - 4	\$100.00	\$90.00
		CU.YD.	2 - 3	\$150.00	\$110.00
		CU.YD.	1 - 2	na	\$130.00
7	Separate location drop charge	per drop		\$50.00	\$50.00
8	Extra Unloading Time	\$ per min		\$95 per hour over 60 min	\$100 charge after 60 min
	Winter Price from <u>Dec</u> to <u>March</u>	CY		\$11.00	\$12.00
	Winter Price from <u>Nov</u> and <u>April</u>	CY		\$6.00	\$6.00
	Chloride - 1%	CU.YD.		\$3.00	\$2.50
	Chloride - 2%	CU.YD.		\$6.00	\$5.00
	Other charges			Fuel Surcharge \$20/load	na

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Olthoff Drive Grant Agreement
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff is requesting approval of a contract with MDOT for a grant for the construction of Olthoff Drive from its east end extended 1,400 feet into the former prison industrial park, and approval of a resolution authorizing the DPW Director and Clerk to sign the contract.	
Detailed Summary & Background: This is the standard contract that governs construction contracts that use federal funds and/or are administered through MDOT. The estimated cost of the project is \$1,600,000, with \$630,000 of that being Category A Transportation Economic Development Fund (TEDF) grant dollars. The remainder of \$970,000 is accounted for in the City's planned distribution of the remaining MEDC grant used to prepare the industrial park for development. \$320,000 will be used to provide the match for this TEDF grant, and \$650,000 will be used for the construction of the water and sewer lines. Of the project budget, \$53,875 has been spent on design engineering services, and \$62,600 is planned for construction engineering services. These were awarded to HRC by Commission on May 11, 2021. The project has been bid, but award to the contractor cannot be made until MDOT has approved the grant agreement and issued a notice to proceed. The construction contract will be brought to the Commission in late March or early April for award.	
Goal/Focus Area/Action Item Addressed: Key Focus Area: Sustainability in financial practices and infrastructure.	
Amount Requested: \$950,000 Road \$650,000 Utilities \$1,600,000 Total	Amount Budgeted: \$630,000 MDOT TEDF \$970,000 MEDC \$1,600,000 Total
Fund(s) or Account(s): Varies	Fund(s) or Account(s): N/A (100% Grant)
Recommended Motion: Approval of the Olthoff Drive MDOT Contract and a resolution authorizing the DPW Director and Clerk to sign the contract.	
Approvals: Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐	Guest(s) Invited / Presenting: Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR HOT MIX ASPHALT ROAD CONSTRUCTION ALONG OLTHOFF DRIVE FROM THE CUL-DE-SAC AT THE EAST END, EASTERLY AND SOUTHERLY APPROXIMATELY 0.30 MILES, INCLUDING EARTHWORK, AGGREGATE BASE, CONCRETE CURB AND GUTTER, STORM SEWER AND PERMANENT PAVEMENT MARKINGS; AND ALL TOGETHER WITH NECESSARY RELATED WORK.

Moved by Commissioner _____ and supported by Commissioner _____ the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **23-5027** between the Michigan Department of Transportation and the City of Muskegon for the **Extension of Olthoff Drive from the east cul-de-sac to the southeast approximately 0.30 miles** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **23-5027** be and the same is hereby authorized and approved and the DPW Director and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 7TH day of November, 2022.

BY _____

Dan VanderHeide, Director of Public Works

ATTEST

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on March 14, 2023. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Meisch, City Clerk

TED (A)
NON FED

COM
Control Section EDA 61000
Job Number 218123CON
Contract No. 23-5027

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated January 17, 2023, attached hereto and made a part hereof:

Hot mix asphalt road construction along Olthoff Drive from the cul-de-sac at the east end, easterly and southerly approximately 0.30 miles, including earthwork, aggregate base, concrete curb and gutter, storm sewer and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.

- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 78 percent of the approved and responsible low bid amount, or (2) \$630,000. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$630,000. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 78 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall

refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY

is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy , shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #1422 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MUSKEGON

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 17, 2023

EXHIBIT I

CONTROL SECTION	EDA 61000
JOB NUMBER	218123CON

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$803,000
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$803,000
Less TED FUNDS*	<u>\$626,340</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$176,660

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: 1 st Amendment to the Temporary Water Operator Agreement with Muskegon Heights
Submitted By: Jonathan Seyferth		Department: City Manager/DPW (water)
Brief Summary: The City of Muskegon has been providing Operators in Charge (OIC) for the City of Muskegon Heights since Jan. 1, 2023 for both water treatment and water distribution. There is an amendment to that agreement which will temporarily provide water plant operators to Muskegon Heights. This will expire on March 31, 2023.		
Detailed Summary & Background: During the month of March, the Muskegon Heights water plant will be short a fulltime operator which will cause a staffing issue for a few shifts during the balance of the month. In an effort to assist, Muskegon will provide plant operators on a limited basis during this time. It is anticipated that Muskegon staff will be operating the Muskegon Heights plant for 10 to 16 hours per week (two shifts per week). These Muskegon operators have volunteered for the additional duty and will be provided in a way that does not negatively impact staffing at the Muskegon water filtration plant. Muskegon Heights will be charged \$100 per hour per operator. Muskegon will pay the operators out of the funds received from the City of Muskegon Heights.		
Goal/Focus Area/Action Item Addressed: Goal 3 – Community Connection, creating an environment of mutual respect and trust		
Amount Requested: N/A (Muskegon will charge Muskegon Heights a rate of \$100 per hour for these operators)	Amount Budgeted: \$0	
Fund(s) or Account(s): Water Fund	Fund(s) or Account(s): Water Fund	
Recommended Motion: I motion to approve the 1st Amendment between the Cities of Muskegon and Muskegon Heights for Water operations and authorize the City Manager to sign.		
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting

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

**FIRST AMENDMENT TO
SHORT TERM AGREEMENT BETWEEN THE CITY OF MUSKEGON
AND THE CITY OF MUSKEGON HEIGHTS FOR PROVIDING NECESSARY
SERVICES IN COMPLIANCE WITH THE MICHIGAN SAFE DRINKING
WATER ACT IN THE OPERATING OF BOTH ITS WATER FILTRATION
PLANT AND DISTRIBUTION SYSTEM**

THE AGREEMENT made this _____ day of March, 2023 between the City of Muskegon, located at 933 Terrace Street, Muskegon, Michigan 49443-0536 (“Muskegon”) and the City of Muskegon Heights, located at 2724 Peck Street, Muskegon Heights, Michigan 49444 (“Muskegon Heights”).

RECITALS

A. On December 28, 2022 Muskegon and Muskegon Heights entered into the Short Term Agreement Between the City of Muskegon and the City of Muskegon Heights for Providing Necessary Services in Compliance with the Michigan Safe Drinking Water Act in the Operating of Both its Water Filtration Plant and Distribution System Agreement (“Original Agreement”).

B. Muskegon and Muskegon Heights now desire to amend that Agreement for Muskegon to provide water filtration plant operators, subject to this Agreement.

Section 1 Recitals

The parties agree that the Recitals provided above are true and correct and are incorporated into the body of this Agreement.

Section 2 Short-Term Assistance for the Muskegon Heights Water Filtration Plant

Muskegon shall use its best efforts to provide operators for the Muskegon Heights Water Filtration Plant.

Muskegon shall use its best efforts to schedule an operator to be at the Muskegon Heights Water Filtration Plant. To the extent that Muskegon is requested to provide an operator at times not scheduled, Muskegon shall use its best efforts to provide an operator within 24 hours. Muskegon shall not be required to provide an operator when it would affect the operations of Muskegon’s Water Filtration Plant, in Muskegon’s sole discretion.

Section 3 Entire Agreement and Amendment

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct waiver or estoppel.

Section 4 Terms and Conditions

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

Section 5 Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with.

Section 6 Term

This Agreement shall continue until terminated by either party upon 14 days-notice, but in no event shall it continue beyond March 31, 2023.

Section 7 Compensation

A. Services provided by Muskegon to Muskegon Heights shall be billed on the basis of One Hundred and 00/100 (\$100.00) Dollars per hour should the services be available through frontline (non-supervisory staff) and on the basis of One Hundred Twenty and 00/100 (\$120.00) Dollars per hour should it be necessary to utilize supervisory staff to provide the noted services. This will include travel costs within the corporate limits of the City of Muskegon Heights and/or its filtration plant located in the corporate limits of the City of Norton Shores. If additional travel outside the corporate limits of the City of Muskegon Heights or the City of Norton Shores is necessary mileage will be billed at the prevailing IRS rate.

B. Muskegon shall bill Muskegon Heights on a monthly basis. Muskegon Heights shall pay the invoices within fifteen (15) days of receipt.

Section 8 As to all other respects, the Original Agreement shall continue in force as if restated herein.

In Witness Whereof the parties have executed this Agreement in their respective cities.

City of Muskegon Heights

City of Muskegon

By: Melvin Burns
Its: Interim City Manager

By: Jonathan Seyferth
Its: City Manager

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Recommendation for Annual Renewal of Liquor Licenses
Submitted By: Ann Marie Meisch	Department: City Clerk
Brief Summary: To adopt a resolution recommending the State withhold renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances 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 23, 2023, they will be removed from this resolution.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested: None	Amount Budgeted: None
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Adoption of the resolution.	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology Other Division Heads ☐ Communication Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Public Hearing Brownfield Plan Amendment, 2nd Amendment, Adelaide Pointe QOZB, LLC
Submitted By: Contessa Alexander	Department: Development Services
Brief Summary: Approval for Brownfield Plan Amendment, 2 nd Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.	
Detailed Summary & Background: Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (2nd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units. This 2nd Amendment BPA has been prepared due to the developer no longer seeking the City of Muskegon's bonds to pay for eligible costs related to public infrastructure. The developer will pay for the following public infrastructure costs: public roadways, a reconfiguration of West Western Ave, as well as water main, sanitary sewer and storm sewer utilities. This will cause a shift in the Brownfield Tax Increment Funds to allow for the developer to receive 100% reimbursement for eligible activities. The BRA will be meeting on the morning of March 14. The public hearing has been scheduled and is under the assumption that the BRA will approve this 2nd amendment. The BPA for APQ was approved by the BRA on Oct. 12, 2021 and by City Commission on Oct. 26, 2021. The 1st Amendment to the BPA for APQ was approved by BRA on Dec. 13, 2022 and by City Commission on Jan. 10, 2023.	
Goal/Focus Area/Action Item Addressed: <i>Focus Area: improved access to the waterfront, blight cleanup, progress toward completion of ongoing economic development projects.</i>	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 2 nd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.	
Approvals:	Guest(s) Invited / Presenting

Immediate Division Head	☒	Information Technology	☐	Yes	☒
Other Division Heads	☒	Communication	☒	No	☐
Legal Review	☐				

For City Clerk Use Only:
Commission Action:

City of Muskegon Brownfield Redevelopment Authority

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

Initial Brownfield Plan Amendment Approved by the City of Muskegon
Brownfield Redevelopment Authority

October 12, 2021

Initial Brownfield Plan Amendment Approved by the City of Muskegon Board
of Commissioners

October 26, 2021

1st Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Brownfield Redevelopment Authority

December 13, 2022

1st Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Board of Commissioners

December 13, 2022

2nd Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Brownfield Redevelopment Authority

2nd Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Board of Commissioners

Prepared with the assistance of:

Fishbeck

1515 Arboretum Drive SE

Grand Rapids, Michigan 49546

616-464-3876

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1.0 Introduction

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

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

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

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

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

1.1 Proposed Redevelopment and Future Use for the Eligible Property

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

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

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

Phase V – Construction of residential condos	Spring 2025	Fall 2030
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Phases one through three include revitalizing the existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 172 slip marina and construction of a new three-story, mixed-use building with ground level retail and office space (approximately 14,700 gross sf), a second-floor restaurant (approximately 3,700 sf), and third floor deck area (approx. 3,700 sf) (the “Project”). The Project will also create an approximately 4,300 sf boater services and a 55 unit 4-story (90,000 gross sf) residential condo building. The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including mass timber construction, solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment in Phases one through three, not including property acquisition, is approximately \$85,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

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

1.2 Eligible Property Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Summary of Eligible Activities

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

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

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

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

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

Site Preparation: Site preparation is expected to include specialized foundations due to unsuitable urban fill material across the Site, clearing and grubbing in preparation for redevelopment, dredging, compaction and sub-

base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking, and appropriate associated professional engineering/architectural fees related to the eligible activities. All the site preparation activities are necessary to support the redevelopment.

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

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

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

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

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

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

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

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

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

Method of Financing and Description of Advances Made by the Municipality

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

2.4 Maximum Amount of Note or Bonded Indebtedness

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

2.5 Duration of Brownfield Plan

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

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

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

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

- The legal description is as follows:

1204 W. Western Avenue

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

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

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

2.8 Estimates of Residents and Displacement of Individuals/Families

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

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan’s Relocation Assistance Law

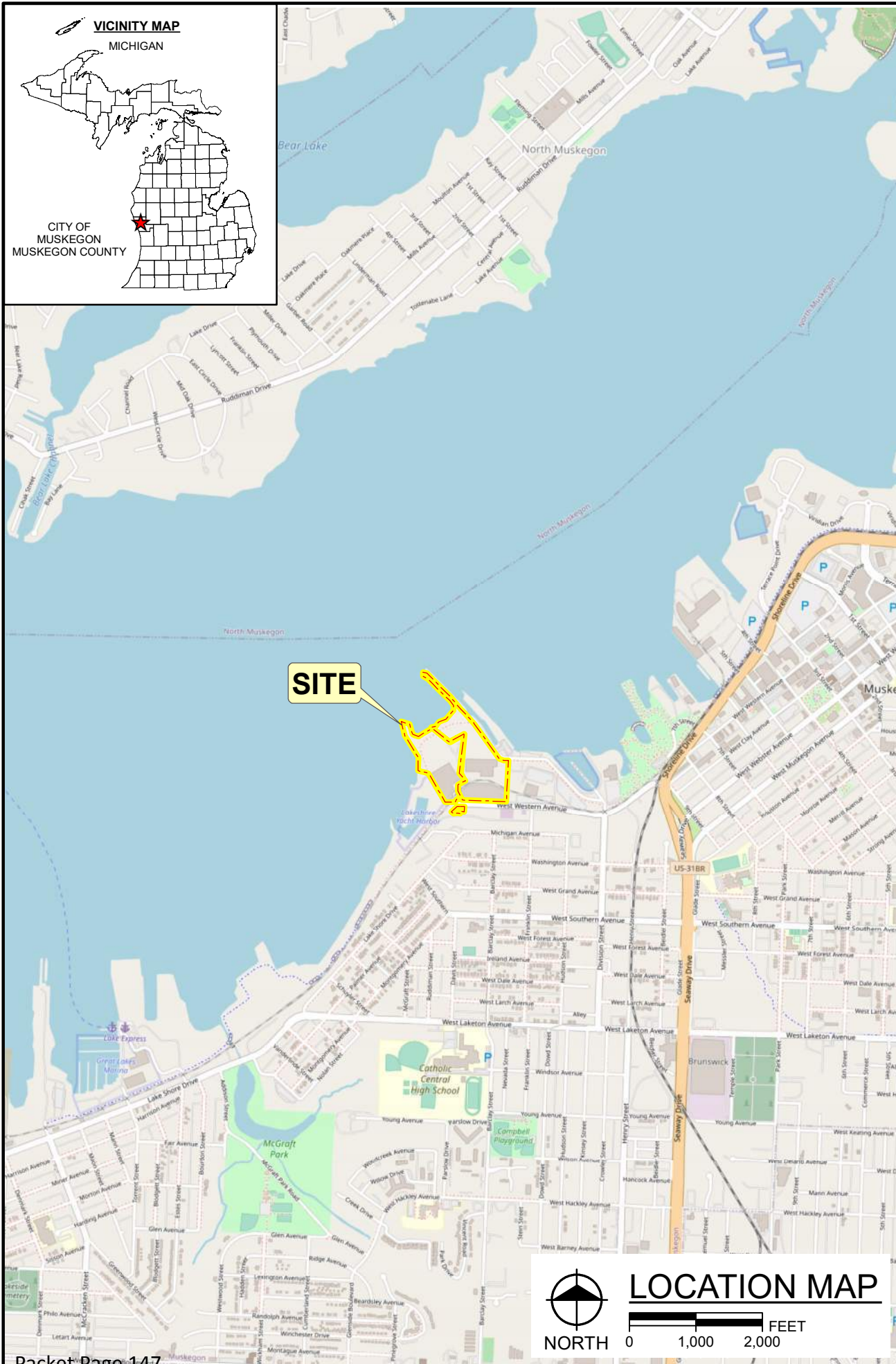
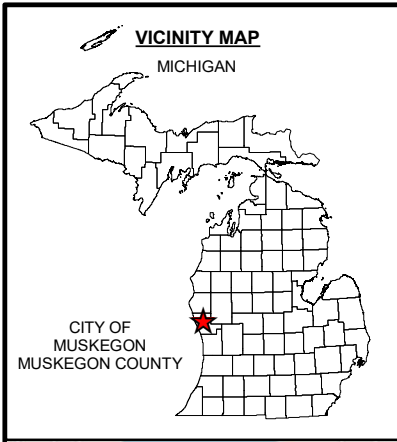
Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

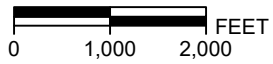
The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide local citizens and tourists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

Figure 1

Location Map



LOCATION MAP



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

1148 & 1204 West Western Ave., Muskegon, Muskegon County MI 49441

PROJECT NO.
201515

FIGURE NO.
1

Figure 2

Site Layout Map

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

1148 & 1204 West Western Ave., Muskegon, Muskegon County MI 49441

PROJECT NO.
201515

FIGURE NO.
2

LEGEND

 Approximate Property Boundary



Source: Esri, Maxar, Geo
DS, USDA, USGS, Aero
Esri, HERE, Garmin, (c)
Garmin, (c) OpenStreetM
community



Table 1

Tax Increment Revenue Capture

Table 1 - Estimate of Total Incremental Taxes Available for Capture
1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate: 1%

	Plan Year	0	1	2	3	4	5	6	7	8	9	10
	Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	Base Taxable Value	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810
	Estimated New TV	\$ -	\$ 1,750,000	\$ 14,875,000	\$ 42,875,000	\$ 43,303,750	\$ 43,736,788	\$ 44,174,155	\$ 44,615,897	\$ 45,062,056	\$ 45,512,676	\$ 45,967,803
	Incremental Difference (New TV - Base TV) ¹	\$ -	\$ 846,190	\$ 13,971,190	\$ 41,971,190	\$ 42,399,940	\$ 42,832,978	\$ 43,270,345	\$ 43,712,087	\$ 44,158,246	\$ 44,608,866	\$ 45,063,993
School Capture	Millage Rate											
State Education Tax (SET)	6.00000	\$ -	\$ -	\$ 83,827	\$ 251,827	\$ 254,400	\$ 256,998	\$ 259,622	\$ 262,273	\$ 264,949	\$ 267,653	\$ 270,384
School Operating Tax	17.98380	\$ -	\$ -	\$ 251,255	\$ 754,801	\$ 762,512	\$ 770,300	\$ 778,165	\$ 786,109	\$ 794,133	\$ 802,237	\$ 810,422
School Total	23.9838	\$ -	\$ -	\$ 335,082	\$ 1,006,629	\$ 1,016,912	\$ 1,027,298	\$ 1,037,787	\$ 1,048,382	\$ 1,059,083	\$ 1,069,890	\$ 1,080,806
Local Capture	Millage Rate											
County Museum	0.32200	\$ -	\$ -	\$ 4,499	\$ 13,515	\$ 13,653	\$ 13,792	\$ 13,933	\$ 14,075	\$ 14,219	\$ 14,364	\$ 14,511
County Veterans	0.07150	\$ -	\$ -	\$ 999	\$ 3,001	\$ 3,032	\$ 3,063	\$ 3,094	\$ 3,125	\$ 3,157	\$ 3,190	\$ 3,222
Senior Citizens Services	0.49990	\$ -	\$ -	\$ 6,984	\$ 20,981	\$ 21,196	\$ 21,412	\$ 21,631	\$ 21,852	\$ 22,075	\$ 22,300	\$ 22,527
Central Dispatch	0.29999	\$ -	\$ -	\$ 4,191	\$ 12,591	\$ 12,720	\$ 12,849	\$ 12,981	\$ 13,113	\$ 13,247	\$ 13,382	\$ 13,519
Community College	2.20340	\$ -	\$ -	\$ 30,784	\$ 92,479	\$ 93,424	\$ 94,378	\$ 95,342	\$ 96,315	\$ 97,298	\$ 98,291	\$ 99,294
M.A.I.S.D	4.75410	\$ -	\$ -	\$ 66,420	\$ 199,535	\$ 201,574	\$ 203,632	\$ 205,712	\$ 207,812	\$ 209,933	\$ 212,075	\$ 214,239
City Operating	10.07540	\$ -	\$ -	\$ 140,765	\$ 422,877	\$ 427,196	\$ 431,559	\$ 435,966	\$ 440,417	\$ 444,912	\$ 449,452	\$ 454,038
City Sanitation	2.99790	\$ -	\$ -	\$ 41,884	\$ 125,825	\$ 127,111	\$ 128,409	\$ 129,720	\$ 131,044	\$ 132,382	\$ 133,733	\$ 135,097
Hackley Library	2.39970	\$ -	\$ -	\$ 33,527	\$ 100,718	\$ 101,747	\$ 102,786	\$ 103,836	\$ 104,896	\$ 105,967	\$ 107,048	\$ 108,140
MPS Sinking	0.99810	\$ -	\$ -	\$ 13,945	\$ 41,891	\$ 42,319	\$ 42,752	\$ 43,188	\$ 43,629	\$ 44,074	\$ 44,524	\$ 44,978
County Operating	5.69780	\$ -	\$ -	\$ 79,605	\$ 239,143	\$ 241,586	\$ 244,054	\$ 246,546	\$ 249,063	\$ 251,605	\$ 254,172	\$ 256,766
Local Total	30.3198	\$ -	\$ -	\$ 423,604	\$ 1,272,558	\$ 1,285,557	\$ 1,298,687	\$ 1,311,948	\$ 1,325,341	\$ 1,338,869	\$ 1,352,531	\$ 1,366,331
Non-Capturable Millages	Millage Rate											
Community College Debt	0.34000	\$ -	\$ -	\$ 4,750	\$ 14,270	\$ 14,416	\$ 14,563	\$ 14,712	\$ 14,862	\$ 15,014	\$ 15,167	\$ 15,322
Hackley Debt	0.45320	\$ -	\$ -	\$ 6,332	\$ 19,021	\$ 19,216	\$ 19,412	\$ 19,610	\$ 19,810	\$ 20,013	\$ 20,217	\$ 20,423
MPS Debt - 1995	3.86000	\$ -	\$ -	\$ 53,929	\$ 162,009	\$ 163,664	\$ 165,335	\$ 167,024	\$ 168,729	\$ 170,451	\$ 172,190	\$ 173,947
MPS Debt - 2009	3.50000	\$ -	\$ -	\$ 48,899	\$ 146,899	\$ 148,400	\$ 149,915	\$ 151,446	\$ 152,992	\$ 154,554	\$ 156,131	\$ 157,724
Total Non-Capturable Taxes	8.1532	\$ -	\$ -	\$ 113,910	\$ 342,200	\$ 345,695	\$ 349,226	\$ 352,792	\$ 356,393	\$ 360,031	\$ 363,705	\$ 367,416

¹Assumes 1% annual increase for inflation

Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ 758,686	\$ 2,279,186	\$ 2,302,469	\$ 2,325,984	\$ 2,349,735	\$ 2,373,723	\$ 2,397,951	\$ 2,422,422	\$ 2,447,137
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Notes-

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

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of \$85,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture
1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year	11	12	13	14	15	16	17	18	19	20	21	22
Calendar Year	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Base Taxable Value	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810
Estimated New TV	\$ 46,427,481	\$ 46,891,756	\$ 47,360,674	\$ 47,834,280	\$ 48,312,623	\$ 48,795,749	\$ 49,283,707	\$ 49,776,544	\$ 50,274,309	\$ 50,777,052	\$ 51,284,823	\$ 51,797,671
Incremental Difference (New TV - Base TV) ¹	\$ 45,523,671	\$ 45,987,946	\$ 46,456,864	\$ 46,930,470	\$ 47,408,813	\$ 47,891,939	\$ 48,379,897	\$ 48,872,734	\$ 49,370,499	\$ 49,873,242	\$ 50,381,013	\$ 50,893,861

School Capture	Millage Rate												
State Education Tax (SET)	6.00000	\$ 273,142	\$ 275,928	\$ 278,741	\$ 281,583	\$ 284,453	\$ 287,352	\$ 290,279	\$ 293,236	\$ 296,223	\$ 299,239	\$ 302,286	\$ 305,363
School Operating Tax	17.98380	\$ 818,689	\$ 827,038	\$ 835,471	\$ 843,988	\$ 852,591	\$ 861,279	\$ 870,054	\$ 878,917	\$ 887,869	\$ 896,910	\$ 906,042	\$ 915,265
School Total	23.9838	\$ 1,091,831	\$ 1,102,966	\$ 1,114,212	\$ 1,125,571	\$ 1,137,043	\$ 1,148,631	\$ 1,160,334	\$ 1,172,154	\$ 1,184,092	\$ 1,196,150	\$ 1,208,328	\$ 1,220,628

Local Capture	Millage Rate												
County Museum	0.32200	\$ 14,659	\$ 14,808	\$ 14,959	\$ 15,112	\$ 15,266	\$ 15,421	\$ 15,578	\$ 15,737	\$ 15,897	\$ 16,059	\$ 16,223	\$ 16,388
County Veterans	0.07150	\$ 3,255	\$ 3,288	\$ 3,322	\$ 3,356	\$ 3,390	\$ 3,424	\$ 3,459	\$ 3,494	\$ 3,530	\$ 3,566	\$ 3,602	\$ 3,639
Senior Citizens Services	0.49990	\$ 22,757	\$ 22,989	\$ 23,224	\$ 23,461	\$ 23,700	\$ 23,941	\$ 24,185	\$ 24,431	\$ 24,680	\$ 24,932	\$ 25,185	\$ 25,442
Central Dispatch	0.29999	\$ 13,657	\$ 13,796	\$ 13,937	\$ 14,079	\$ 14,222	\$ 14,367	\$ 14,513	\$ 14,661	\$ 14,811	\$ 14,961	\$ 15,114	\$ 15,268
Community College	2.20340	\$ 100,307	\$ 101,330	\$ 102,363	\$ 103,407	\$ 104,461	\$ 105,525	\$ 106,600	\$ 107,686	\$ 108,783	\$ 109,891	\$ 111,010	\$ 112,140
M.A.I.S.D	4.75410	\$ 216,424	\$ 218,631	\$ 220,861	\$ 223,112	\$ 225,386	\$ 227,683	\$ 230,003	\$ 232,346	\$ 234,712	\$ 237,102	\$ 239,516	\$ 241,955
City Operating	10.07540	\$ 458,669	\$ 463,347	\$ 468,071	\$ 472,843	\$ 477,663	\$ 482,530	\$ 487,447	\$ 492,412	\$ 497,428	\$ 502,493	\$ 507,609	\$ 512,776
City Sanitation	2.99790	\$ 136,475	\$ 137,867	\$ 139,273	\$ 140,693	\$ 142,127	\$ 143,575	\$ 145,038	\$ 146,516	\$ 148,008	\$ 149,515	\$ 151,037	\$ 152,575
Hackley Library	2.39970	\$ 109,243	\$ 110,357	\$ 111,483	\$ 112,619	\$ 113,767	\$ 114,926	\$ 116,097	\$ 117,280	\$ 118,474	\$ 119,681	\$ 120,899	\$ 122,130
MPS Sinking	0.99810	\$ 45,437	\$ 45,901	\$ 46,369	\$ 46,841	\$ 47,319	\$ 47,801	\$ 48,288	\$ 48,780	\$ 49,277	\$ 49,778	\$ 50,285	\$ 50,797
County Operating	5.69780	\$ 259,385	\$ 262,030	\$ 264,702	\$ 267,400	\$ 270,126	\$ 272,879	\$ 275,659	\$ 278,467	\$ 281,303	\$ 284,168	\$ 287,061	\$ 289,983
Local Total	30.3198	\$ 1,380,268	\$ 1,394,345	\$ 1,408,562	\$ 1,422,922	\$ 1,437,425	\$ 1,452,074	\$ 1,466,868	\$ 1,481,811	\$ 1,496,903	\$ 1,512,146	\$ 1,527,542	\$ 1,543,091

Non-Capturable Millages	Millage Rate																								
Community College Debt	0.34000	\$	15,478	\$	15,636	\$	15,795	\$	15,956	\$	16,119	\$	16,283	\$	16,449	\$	16,617	\$	16,786	\$	16,957	\$	17,130	\$	17,304
Hackley Debt	0.45320	\$	20,631	\$	20,842	\$	21,054	\$	21,269	\$	21,486	\$	21,705	\$	21,926	\$	22,149	\$	22,375	\$	22,603	\$	22,833	\$	23,065
MPS Debt - 1995	3.86000	\$	175,721	\$	177,513	\$	179,323	\$	181,152	\$	182,998	\$	184,863	\$	186,746	\$	188,649	\$	190,570	\$	192,511	\$	194,471	\$	196,450
MPS Debt - 2009	3.50000	\$	159,333	\$	160,959	\$	162,599	\$	164,257	\$	165,931	\$	167,622	\$	169,330	\$	171,055	\$	172,797	\$	174,556	\$	176,334	\$	178,129
Total Non-Capturable Taxes	8.1532	\$	371,164	\$	374,949	\$	378,772	\$	382,634	\$	386,534	\$	390,473	\$	394,451	\$	398,469	\$	402,528	\$	406,627	\$	410,766	\$	414,948

¹Assumes 1% annual increase for inflation

Total Tax Increment Revenue (TIR) Available for Capture	\$ 2,472,099	\$ 2,497,311	\$ 2,522,774	\$ 2,548,493	\$ 2,574,469	\$ 2,600,704	\$ 2,627,202	\$ 2,653,965	\$ 2,680,995	\$ 2,708,296	\$ 2,735,870	\$ 2,763,719
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Notes-

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

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of \$85,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture
1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	23	24	25	26	27	28	29	30	TOTAL
	Calendar Year	2044	2045	2046	2047	2048	2049	2050	2051	
	Base Taxable Value	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ 903,810	\$ -
	Estimated New TV	\$ 52,315,648	\$ 52,838,804	\$ 53,367,192	\$ 53,900,864	\$ 54,439,873	\$ 54,984,272	\$ 55,534,115	\$ 56,089,456	\$ -
Incremental Difference (New TV - Base TV) ¹		\$ 51,411,838	\$ 51,934,994	\$ 52,463,382	\$ 52,997,054	\$ 53,536,063	\$ 54,080,462	\$ 54,630,305	\$ 55,185,646	\$ -
School Capture	Millage Rate									
State Education Tax (SET)	6.00000	\$ 308,471	\$ 311,610	\$ 314,780	\$ 317,982	\$ 321,216	\$ 324,483	\$ 327,782	\$ 331,114	\$ 8,197,197
School Operating Tax	17.98380	\$ 924,580	\$ 933,989	\$ 943,491	\$ 953,088	\$ 962,782	\$ 972,572	\$ 982,460	\$ 992,448	\$ 24,569,459
School Total	23.9838	\$ 1,233,051	\$ 1,245,599	\$ 1,258,271	\$ 1,271,071	\$ 1,283,998	\$ 1,297,055	\$ 1,310,242	\$ 1,323,561	\$ 32,766,656
Local Capture	Millage Rate									
County Museum	0.32200	\$ 16,555	\$ 16,723	\$ 16,893	\$ 17,065	\$ 17,239	\$ 17,414	\$ 17,591	\$ 17,770	\$ 439,916
County Veterans	0.07150	\$ 3,676	\$ 3,713	\$ 3,751	\$ 3,789	\$ 3,828	\$ 3,867	\$ 3,906	\$ 3,946	\$ 97,683
Senior Citizens Services	0.49990	\$ 25,701	\$ 25,962	\$ 26,226	\$ 26,493	\$ 26,763	\$ 27,035	\$ 27,310	\$ 27,587	\$ 682,963
Central Dispatch	0.29999	\$ 15,423	\$ 15,580	\$ 15,738	\$ 15,899	\$ 16,060	\$ 16,224	\$ 16,389	\$ 16,555	\$ 409,846
Community College	2.20340	\$ 113,281	\$ 114,434	\$ 115,598	\$ 116,774	\$ 117,961	\$ 119,161	\$ 120,372	\$ 121,596	\$ 3,010,284
M.A.I.S.D	4.75410	\$ 244,417	\$ 246,904	\$ 249,416	\$ 251,953	\$ 254,516	\$ 257,104	\$ 259,718	\$ 262,358	\$ 6,495,049
City Operating	10.07540	\$ 517,995	\$ 523,266	\$ 528,590	\$ 533,967	\$ 539,397	\$ 544,882	\$ 550,422	\$ 556,017	\$ 13,765,007
City Sanitation	2.99790	\$ 154,128	\$ 155,696	\$ 157,280	\$ 158,880	\$ 160,496	\$ 162,128	\$ 163,776	\$ 165,441	\$ 4,095,730
Hackley Library	2.39970	\$ 123,373	\$ 124,628	\$ 125,896	\$ 127,177	\$ 128,470	\$ 129,777	\$ 131,096	\$ 132,429	\$ 3,278,469
MPS Sinking	0.99810	\$ 51,314	\$ 51,836	\$ 52,364	\$ 52,896	\$ 53,434	\$ 53,978	\$ 54,527	\$ 55,081	\$ 1,363,604
County Operating	5.69780	\$ 292,934	\$ 295,915	\$ 298,926	\$ 301,967	\$ 305,038	\$ 308,140	\$ 311,273	\$ 314,437	\$ 7,784,332
Local Total	30.3198	\$ 1,558,796	\$ 1,574,658	\$ 1,590,679	\$ 1,606,860	\$ 1,623,202	\$ 1,639,708	\$ 1,656,379	\$ 1,673,217	\$ 41,422,883
Non-Capturable Millages	Millage Rate									
Community College Debt	0.34000	\$ 17,480	\$ 17,658	\$ 17,838	\$ 18,019	\$ 18,202	\$ 18,387	\$ 18,574	\$ 18,763	\$ 464,508
Hackley Debt	0.45320	\$ 23,300	\$ 23,537	\$ 23,776	\$ 24,018	\$ 24,263	\$ 24,509	\$ 24,758	\$ 25,010	\$ 619,162
MPS Debt - 1995	3.86000	\$ 198,450	\$ 200,469	\$ 202,509	\$ 204,569	\$ 206,649	\$ 208,751	\$ 210,873	\$ 213,017	\$ 5,273,530
MPS Debt - 2009	3.50000	\$ 179,941	\$ 181,772	\$ 183,622	\$ 185,490	\$ 187,376	\$ 189,282	\$ 191,206	\$ 193,150	\$ 4,781,698
Total Non-Capturable Taxes	8.1532	\$ 419,171	\$ 423,436	\$ 427,744	\$ 432,096	\$ 436,490	\$ 440,929	\$ 445,412	\$ 449,940	\$ 11,138,898
¹ Assumes 1% annual increase for inflation										
Total Tax Increment Revenue (TIR) Available for Capture		\$ 2,791,847	\$ 2,820,257	\$ 2,848,950	\$ 2,877,930	\$ 2,907,200	\$ 2,936,763	\$ 2,966,622	\$ 2,996,779	\$ 74,189,539

Notes-

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

For the purpose of Table 2 the new taxable value is estimated based on 50% of a total overall investment of \$85,000,000

Table 2

Tax Increment Revenue Reimbursement Allocation

Packet Page 155
Z:\2020\202315 WOC Reg Rept Brownfield Plan Amendment\2023 2nd Amendment\TB 1 TBL02 and TBL03 TIF_Adelaide rev 22823.xlsx

Attachment A

Brownfield Plan Resolution(s)

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Adelaide Pointe QOZB LLC (1148-1204 West Western)

1st Amendment

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 13th day of December 2022 at 10:30 a.m., prevailing Eastern Time.

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

ABSENT: Members

M. Kleaveland, H. Sytsema

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

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

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the Adelaide Pointe Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the

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

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

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

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

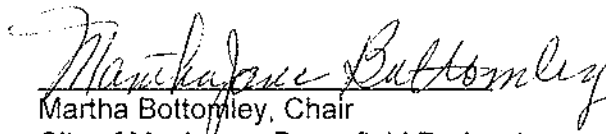
5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and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

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

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

NAYS:

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on December 13, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

**City of Muskegon
Brownfield Redevelopment Authority**

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

Initial Brownfield Plan Amendment Approved by the City of Muskegon
Brownfield Redevelopment Authority

October 12, 2021

Initial Brownfield Plan Amendment Approved by the City of Muskegon Board
of Commissioners

October 26, 2021

Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Brownfield Redevelopment Authority

Amendment to Brownfield Plan Amendment Approved by the City of
Muskegon Board of Commissioners

Prepared with the assistance of:

Fishbeck

1515 Arboretum Drive SE

Grand Rapids, Michigan 49546

616-464-3876

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 Table 2 – Tax Increment Revenue Reimbursement Allocation

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Attachment A Resolution(s)
 Attachment B Conceptual Renderings
 Attachment C Environmental Data Tables and Exceedance Map
 Attachment D Reimbursement Agreement

1.0 Introduction

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

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

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

1.1 Proposed Redevelopment and Future Use for the Eligible Property

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

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

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

Phases one through three include revitalizing the existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a new three-story, mixed-use building with ground level retail and office space (approximately 14,700 gross sf), a second-floor restaurant (approximately 3,700 sf), and third floor deck area (approx. 3,700 sf) (the “Project”). The Project will also create an approximately 4,300 sf boater services and a 55 unit 4-story (90,000 gross sf) residential condo building. The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming,

fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including mass timber construction, solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment in Phases one through three, not including property acquisition, is approximately \$85,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

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

1.2 Eligible Property Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Summary of Eligible Activities

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

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

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

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

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

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

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

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

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

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

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

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

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

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

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

Method of Financing and Description of Advances Made by the Municipality

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

2.4 Maximum Amount of Note or Bonded Indebtedness

The City of Muskegon may finance eligible public infrastructure improvements and other eligible activities, as applicable, via municipal bonds with tax increment financing as the pay back mechanism subject to the terms outlined in the Reimbursement/Development Agreement (Attachment D). The estimated total bond amount will not exceed \$10,500,000 with interest added at 5 %.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for the City reimbursement is anticipated to commence in 2023 and end in 2031. Developer reimbursement will follow with an estimated start date of 2023. The anticipated end date for Developer reimbursement is 2046. It is projected that the amended BPA will extend 29 years, which assumes five years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

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

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

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

- The legal description is as follows:

1204 W. Western Avenue

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

W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH S 50D 44M 04S W 329.75 FT TH S 20D 19M 09S W 96.30 FT TH S 23D 53M 54S E 405.55 FT TH N 34D 34M 00S W ALG NE LN LAKESHORE YACHT HARBOUR 86.43 FT TH N 23D 53M 54S W 327.11 FT TH N 20D 19M 09S E 107.14 FT TH N 50D 44M 04S E 335.70 FT TH S 33D 32M 57S E 16.08 FT TO POB TAKEN FOR LAKESHORE TRAIL BIKE PATH ACROSS SD PROPERTY AND COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT TH N 48 DEG W 600 FT M/L TO MUSKEGON LAKE TO A PT A RECOM AT POB TH S 88 DEG 15 MIN W 847.15 FT TH N 1 DEG 56 MIN 50 SEC W 256.1 FT TH N 31 DEG 37 MIN 35 SEC E 47 FT TH N 55 DEG 15 MIN 15 SEC E 89.2 FT TH N 35 DEG 54 MIN 50 SEC W 127.65 FT TH N 2 DEG 52 MIN 10 SEC W 553 FT TH S 55 DEG 13 MIN W 243 FT TH N 34 DEG 47 MIN W 330 FT M/L TO THE SHORE OF MUSKEGON LAKE TO A PT REFERRED TO AS PT B TH WLY ALG SHORE LN 1500 FT M/L TO SD PT A EXC THAT PART LYING WITHIN C&O RR R/W RECORDED IN L 702 P 134 ALSO EXC COM AT SW COR LOT 4 BLK 574 FOR POB TH WLY ALG WESTERN AVE 20.5 FT TO SE COR LOT 5 TH NLY TO SLY LN C&O RR R/W TH SELY ALG SLY LN OF SD R/W TO NW COR LOT 3 BLK 577 TH S ALG W LN LOT 3 TO NE COR LOT 4 TH WLY ALG NLY LN LOT 4 40 FT TO NW COR SD LOT TH SLY ALG W LN TO POB EXC THAT PART OF BLK 578 DESCRIBED AS COM AT THE SE COR OF LOT 4 BLK 577 TH S 88D 40M 42S W ALG N R-O-W LINE OF WESTERN AVE 847.60 FT TH N 01D 31M 57S W 256.10 FT TH N 32 D 02M 28S E 47 FT TH N 55D 40M 08S E 89.20 FT TH N 35D 29M 57S W 127.65 FT TH N 02D 27M 17S W 553 FT TH S 55D 37M 53S W 243 FT TH N 34D 22M 07S W 235.92 FT TO POB TH N 33D 32M 57S W 16.08FT TH N 62D 10M 01S E 211.19 FT TH S 87D 42M 46S E 126.81 FT TH N 71D 39M 34S E 169.45 FT TH S 53D 57M 29S E 104.89 FT TH S 36D 27M 44S E 604.13 FT TH S 01D 31M 44S E 16 FT TH S 38D 27M 16S W 8.34 FT TH N 36D 27M 44S W 610.01FT TH N 53D 57M 29S W 94.21 FT TH S 71D 39M 34S W 164.14 FT TH N 87D 42M 46S W 125.42 FT TH S 62D 10M 01S W 205.29 FT TO POB

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

2.8 Estimates of Residents and Displacement of Individuals/Families

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

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan’s Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new

marina with transient boat slips will provide local citizens and tourists with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Adelaide Pointe Project - amended

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 12th day of October 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

ABSENT: Members - B. Hastings, M. Kleaveland, H. Systema, J. Wallace Jr., S. Black, D. Kalisz.

The following preamble and resolution were offered by Member J. Riegler and supported by Member F. Peterson:

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

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the Adelaide Pointe Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the Adelaide Pointe Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.
2. Public Hearing. The Board hereby requests city personnel to provide a notice of

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

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

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

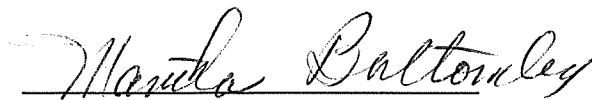
5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and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

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

AYES: 7 (M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.)

NAYS: 0

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on October 12, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

A handwritten signature in cursive script, reading "Martha Bottomley". The signature is written in dark ink and is positioned above the printed name.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

**City of Muskegon
Brownfield Redevelopment Authority**

**Brownfield Plan Amendment for the
Adelaide Pointe Project at
1148 & 1204 West Western Avenue
Muskegon, Michigan**

Approved by the City of Muskegon Brownfield Redevelopment Authority

Approved by the City of Muskegon Board of Commissioners

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

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1.0 Introduction

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

This Brownfield Plan Amendment (“Plan Amendment”) serves as an amendment to the City of Muskegon’s existing Brownfield Plan, allowing inclusion of the eligible property described in Sections 1.1 and 1.2 below. Incorporation of eligible property into the City’s Brownfield Plan permits the use of tax increment financing to reimburse Adelaide Pointe QOZB, LLC (“Developer”) for the cost of eligible activities required to redevelop the eligible property. See Attachment A for copies of Plan Amendment resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer is proposing to redevelop a former industrial site located at 1148 and 1204 West Western Avenue, Muskegon, Michigan (the “Property”). Proposed redevelopment activities include: revitalizing existing site structures for boat storage, busines offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second-floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the “Project”). The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment, not including property acquisition, is approximately \$250,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers. Conceptual renderings are provided in Attachment B.

The structured five-phase development is summarized in the table below.

Development Phase	Anticipated Start Date	Desired Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Summer/Fall 2021
Phase II – Creation of forklift in/out service	Spring 2022	Spring/Summer 2022
Phase III – Construction of marina, mixed-use building	Spring 2022	Fall 2022
Phase IV – Construction of 50 boat storage and warehouse	Spring 2024	Fall 2027
Phase V – Construction of residential condos	Spring 2025	Fall 2030

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA) completed in December

2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, and selenium. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, cadmium, chromium (total), copper, lead, mercury, and zinc.

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

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

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Environmental data tables and map are provided in Attachment C.

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

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

Act 381 provides pre-approval for certain activities that have been conducted at the Property. Additional activities require BRA approval for reimbursement from local, school operating, and state education taxes. Tax increment revenues will be used to reimburse the Developer and the City of Muskegon for the following eligible activities.

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

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

ELIGIBLE ACTIVITIES COST SUMMARY	
EGLE Eligible Activities	Estimated Cost
<u>Department Specific Activities</u>	
1. Pre-Approved Sub-Total	\$350,000
a. BEA activities	\$52,000
b. Documentation of due care	\$33,000
c. Hazardous materials survey (e.g., asbestos, lead paint, etc.)	\$20,000
d. Due care assessment	\$245,000
EGLE Eligible Activities Total Costs	\$350,000
Interest (5%)	\$15,354
EGLE Eligible Costs Sub-Total	\$365,354
Local Only Eligible Activities	Estimated Cost
<u>Department Specific Activities</u>	
2. Due Care Sub-Total	\$3,250,000
a. Vapor intrusion mitigation	\$500,000
b. Soil capping	\$1,500,000
c. Dewatering	\$250,000
d. Contaminated Soil/Dredge Materials Removal and Disposal	\$1,000,000
Local Only Department Specific Activities Total Costs	\$3,250,000
<u>Non-Environmental Activities</u>	
3. Asbestos, lead paint, and mold abatement Sub-Total	\$1,250,000
4. Demolition (select interior and site grounds) Sub-Total	\$1,500,000

5. Site preparation Sub-Total	\$5,545,000
a. Clearing and grubbing	\$300,000
b. Dredging	\$800,000
c. Compaction and sub-base preparation	\$350,000
d. Cut and fill	\$300,000
e. Excavation for unstable material	\$70,000
f. Fill	\$850,000
g. Geotechnical engineering	\$180,000
h. Grading/land balancing	\$1,250,000
i. Relocation of active utilities	\$350,000
j. Temporary erosion control	\$110,000
k. Temporary facility	\$165,000
l. Temporary site control	\$195,000
m. Surveying and staking	\$125,000
n. Architectural/engineering costs related to eligible activities	\$500,000
6. Infrastructure improvements (Public)	\$13,000,000
a. Marina basin (breakwater system/gangway/dockage)	\$10,000,000
b. Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	\$2,000,000
c. East Basin Launch Well	\$1,000,000
Local Only Non-Environmental Activities Total Costs	\$21,295,000
EGLE and Local Only Eligible Costs Sub-Total	\$24,910,354
Contingency (15%)*	\$3,681,750
Brownfield Plan Amendment Preparation	\$10,000
Brownfield Plan Amendment Implementation	\$10,000
Interest (5%)	\$25,554,653
Total EGLE and Local Only Eligible Costs	\$54,166,757

*Not applied to previously completed Department Specific Activities

ELIGIBLE ACTIVITIES COST SUMMARY- City of Muskegon Bond	
Local Only Activities Total Costs	
1. Public Infrastructure (sub-total)	\$10,000,000
a. Roadways (Adelaide Point Ave, East Circle Drive, West	\$6,840,000

Circle Drive, Adelaide Point Drive, South Circle Drive)	
b. West Western Reconfiguration	\$1,035,000
c. East Basin Launch Well	\$1,615,000
2. Site Preparation (sub-total)	
a. Mass Grade Site	\$510,000
Local Only Non-Environmental Activities Total Costs	\$10,000,000
Interest (5%)	\$2,608,621
Total City of Muskegon Bond Eligible Costs	\$12,608,621

2.2 Summary of Eligible Activities

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

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

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

Asbestos, Lead Paint, and Mold Abatement: As applicable, and prior to select building demolition activities, asbestos, lead paint, and mold must be abated in accordance with applicable regulatory guidelines.

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

Site Preparation: Site preparation is expected to include clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking and associated professional fees.

Public Infrastructure Improvements: Infrastructure improvements will include marina launch and basin enhancements, sidewalks, bike paths, boardwalks, fishing docks, roadways, curb and gutter, lighting, landscaping, irrigation, low-impact design stormwater management, utilities, and other streetscape improvements. Costs will include oversight, management, and associated professional fees.

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

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

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

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this Plan Amendment, the taxable value base year is 2021. The 2021 taxable value of the eligible property is \$903,810. After completion of the development, the taxable value is estimated at \$87,500,000. This Plan Amendment assumes a 1.0% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2022.

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

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

Method of Financing and Description of Advances Made by the Municipality

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

2.4 Maximum Amount of Note or Bonded Indebtedness

The City of Muskegon plans to utilize bond proceeds to pay for certain eligible site preparation and public infrastructure costs incurred by the City, which will be repaid via tax increment revenues generated by redevelopment of the Site, and subject to the Reimbursement/Development Agreement. Refer to the table in Section 2.1 for additional information relative to the costs and breakdown of costs associated with the bond. Refer to Table 2 for the reimbursement schedule.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for City reimbursement is anticipated to commence in 2023 and end in 2029. Developer reimbursement will follow with an estimated start date of 2029. The anticipated end date for Developer reimbursement is 2048. It is projected that the Plan Amendment will extend 30 years, which assumes four years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

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

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

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

- The legal description is as follows:

1148 W. Western Avenue

COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT

1204 W. Western Avenue

PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FT COM 375 FT N OF SW COR OF SW ¼ OF NW ¼, TH N TO A POINT 745 FT S OF NW COR, TH E 225 FT, TH S TO A POINT DUE E OF POB; TH W 225 FT TO POB. SEC 16, T10N RSW. 1.03 AC M/L.

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

2.8 Estimates of Residents and Displacement of Individuals/Families

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

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan’s Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

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

Attachment B

Conceptual Renderings





Attachment C

Environmental Data Tables and Map

Soil Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Sample Location: Depth Interval (ft): Investigative/Field Duplicate/QC: Laboratory ID: Collection Date:		SB-01 (4-5) Investigative 20L0979-01 12/30/20	SB-01 (4-5) Duplicate 20L0979-02 12/30/20	SB-02 (4-5) Investigative 20L0979-03 12/30/20	SB-03 (3-4) Investigative 20L0979-04 12/30/20	SB-04 (4-5) Investigative 20L0979-05 12/30/20	SB-05 (2-3) Investigative 20L0979-06 12/30/20	SB-06 (1-2) Investigative 20L0979-07 12/30/20	SB-07 (2-3) Investigative 20L0979-08 12/30/20	FB-01 QC 20L0979-09 12/30/20	Statewide Default Background Levels ⁽¹⁾	Drinking Water Protection Criteria ⁽¹⁾	GSIP Criteria ⁽¹⁾	Soil Volatilization to Indoor Air Inhalation Criteria ⁽¹⁾	Infinite Source VSIC ⁽¹⁾	Finite VSIC for 5 Meter Source Thickness ⁽¹⁾	Finite VSIC for 2 Meter Source Thickness ⁽¹⁾	Particulate Soil Inhalation Criteria ⁽¹⁾	Direct Contact Criteria ⁽¹⁾	Soil Saturation Concentration SL ⁽¹⁾
Volatile Organic Compounds	CAS Number																			
Tetrachloroethene	127-18-4	170	150	58 U	57 U	50 U	50 U	61 U	50 U	50 U	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.00E+05 (C)	88,000
Polynuclear Aromatic Compounds	CAS Number																			
Benzo(a)pyrene	50-32-8	330 U	330 U	350	330 UJ	330 U	330 U	330 UJ	430	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA
Benzo(b)fluoranthene	205-99-2	330 U	400	550	330 UJ	330 U	330 U	330 UJ	520	--	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA
Metals, Total	CAS Number																			
Arsenic (B)	7440-38-2	4,000 J	3,600	5,900	2,000 U	3,500	4,900	2,000 U	19,000	--	5,800	4,600	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA
Barium (B)	7440-39-3	15,000	18,000	10,000	15,000	23,000	16,000	11,000	100,000	--	75,000	1.30E+06	4.40E+05 (G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA
Cadmium (B)	7440-43-9	1,700	1,600	8,100	2,400	3,600	4,900	720	13,000	--	1,200	6,000	3,600 (G,X)	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA
Chromium, Total (B, H)	7440-47-3	6,700	5,900	24,000	27,000	30,000	49,000	14,000	190,000	--	18,000 (total)	30,000	3,300	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA
Copper (B)	7440-50-8	38,000 J	20,000	34,000	34,000	53,000	76,000	12,000	430,000	--	32,000	5.80E+06	75,000 (G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA
Lead (B)	7439-92-1	22,000	20,000	34,000	27,000	19,000	20,000	12,000	66,000	--	21,000	7.00E+05	5.10E+06 (G,X)	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA
Mercury (Total) (B)	7439-97-6	50 U	50 U	50 U	57	50 U	64	50 U	50 U	--	130	1,700	50 (M); 1.2	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	NA
Selenium (B)	7782-49-2	1,400	1,400	1,000	1,100	600	770	960	560	--	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA
Silver (B)	7440-22-4	490 U	470 U	490 U	490 U	490 U	460 U	470 U	430 U	--	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA
Zinc (B)	7440-66-6	15,000	14,000	23,000	47,000	40,000	62,000	33,000	74,000	--	47,000	2.40E+06	1.70E+05 (G)	NLV	NLV	NLV	NLV	ID	1.70E+08	NA
Solids, Total (%)	--	90	91	88	89	89	90	87	92	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight (except for FB-01, which is µg/Kg wet weight).
Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.
Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
⁽¹⁾ Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.
(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) Criterion is not protective for SW used as a drinking water (DW) source.
(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITS�) by the EGLE’s Air Quality Division.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.

DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Groundwater Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Monitoring Location: Field Duplicate: Laboratory ID: Collection Date:		TW-01 20L0979-10 12/30/20	TW-02 20L0979-11 12/30/20	TW-03 20L0979-12 12/30/20	TW-03 Duplicate 20L0979-14 12/30/20	TB-01 20L0979-15 12/30/20	Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾
Volatile Organic Compounds	CAS Number										
Benzene	71-43-2	1 U	1 U	9.7	9.9	1 U	5.0	200 (X)	5,600	1.75E+06	68,000
Polychlorinated Biphenyls	CAS Number										
Total PCBs (J)	1336-36-3	0.2 U	0.2 U	0.2 UJ	0.2 UJ	--	0.50	0.20 (M); 2.60E-05	45 (S)	44.7	ID
Metals, Total	CAS Number										
Arsenic (B)	7440-38-2	5 U	5 U	7.7	7.9	--	10	10	NLV	NA	ID
Barium (B)	7440-39-3	100 U	100 U	220	240	--	2,000	670 (G)	NLV	NA	ID
Cadmium (B)	7440-43-9	1 U	1 U	7.2	7.3	--	5.0	3.0 (G,X)	NLV	NA	ID
Chromium, Total (B, H)	7440-47-3	10 U	10 U	33	34	--	100	11	NLV	NA	ID
Copper (B)	7440-50-8	5 U	5 U	150	150	--	1,000 (E)	13 (G)	NLV	NA	ID
Lead (B)	7439-92-1	3 U	3 U	180	180	--	4.0 (L)	34 (G,X)	NLV	NA	ID
Mercury (B)	7439-97-6	0.2 U	0.2 U	0.65	0.61	--	2.0	0.0013	56 (S)	56	ID
Selenium (B)	7782-49-2	5 U	5 U	5 U	5 U	--	50	5.0	NLV	NA	ID
Silver (B)	7440-22-4	1 U	1 U	1 U	1 U	--	34	0.20 (M); 0.060	NLV	NA	ID
Zinc (B)	7440-66-6	50 U	50 U	190	190	--	2,400	170 (G)	NLV	NA	ID

Results expressed in µg/L.
Bolded values exceed an applicable criterion and/or screening level.
Underlined compounds classified as polynuclear aromatic compounds.

Data Qualifiers:
J Estimated value
U Not detected above the given limit

Footnotes/Abbreviations:
⁽¹⁾ Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, January 10, 2018 (GSI Criteria Updated June 25, 2018).
⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

- (B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
 - (E) Aesthetic drinking water (DW) value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value.
 - (G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
 - (H) Data provided for total Chromium only; compare to hexavalent Chromium criteria.
 - (J) Substance present in several isomer forms; isomer concentrations must be added together for comparison to criteria.
 - (JT) Substance present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is sole isomer detected; however, when multiple isomers are detected in a medium,
 - (L) Concentrations up to the State action level of 15 µg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.
 - (M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
 - (M*) The VIAP SL may be below target detection limits (TDL). In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to
 - (S) Criterion defaults to the hazardous substance-specific water solubility limit.
 - (W) Concentrations of trihalomethanes must be added together to determine compliance with the DWC.
 - (X) Criterion is not protective for SW used as a DW source.
 - (AA) Use 10,000 µg/L where GW enters a structure through the use of a water well, sump or other device. Use 28,000 µg/L for all other uses.
 - (CC) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for GW is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.
 - (DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
 - (EE*) The acceptable air concentration (AAC) for the volatile hazardous substance is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for this hazardous substance is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial
 - (FF*) The AAC for the volatile hazardous substances are based on toxicity values that have been identified to have the potential to cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The short-term exposure for shallow groundwater VIAP SLs are based on modification of the standard equations by the department to develop applicable shallow groundwater VIAP SLs.
 - (MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
- DWC drinking water criterion
GSI groundwater surface water interface
ID Insufficient data to develop criterion.
NA not available
NLV Not likely to volatilize under most conditions.
SL screening level
TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values.
VIAIC volatilization to indoor air inhalation criteria
VIAP volatilization to indoor air pathway

Soil Data Summary
Direct Contact Evaluation
1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
August 2021

Sample Location: Laboratory ID: Collection Date:		SDBL ⁽¹⁾	GSP Criteria ⁽¹⁾	Soil Csat SL ⁽¹⁾	Residential								Nonresidential							AP-SS-1 21H0909-01 08/20/21	AP-SS-2 21H0909-02 08/20/21	AP-SS-3 21H0909-03 08/20/21	AP-SS-4 21H0909-04 08/20/21	AP-SS-5 21H0909-05 08/20/21	AP-SS-6 21H0909-06 08/20/21	AP-SS-7 21H0909-07 08/20/21	
DWP Criteria ⁽¹⁾	SVIAI Criteria ⁽¹⁾				Inf. Source VSIC ⁽¹⁾	Finite VSIC - 5 MST ⁽¹⁾	Finite VSIC - 2 MST ⁽¹⁾	PSI Criteria ⁽¹⁾	DC Criteria ⁽¹⁾	Soil VIAP SL ⁽²⁾	DWP Criteria ⁽¹⁾	SVIAI Criteria ⁽¹⁾	Inf. Source VSIC ⁽¹⁾	Finite VSIC - 5 MST ⁽¹⁾	Finite VSIC - 2 MST ⁽¹⁾	PSI Criteria ⁽¹⁾	DC Criteria ⁽¹⁾	Soil VIAP SL ⁽²⁾									
Polynuclear Aromatic Compounds	CAS Number																										
2-Methylnaphthalene	91-57-6	NA	4,200	NA	57,000	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	1,700	1.70E+05	4.90E+06	1.80E+06	1.80E+06	1.80E+06	2.90E+08	2.60E+07	30,000	330 UJ	330 UJ	330 U	330 U	330 U	330 U	440 UJ
Acenaphthene	83-32-9	NA	8,700	NA	3.00E+05	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	2.00E+05	8.80E+05	3.50E+08	9.70E+07	9.70E+07	9.70E+07	6.20E+09	1.30E+08	3.60E+06	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Acenaphthylene	208-96-8	NA	ID	NA	5,900	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	DATA	17,000	3.00E+06	2.70E+06	2.70E+06	2.70E+06	1.00E+09	5.20E+06	DATA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Anthracene	120-12-7	NA	ID	NA	41,000	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	1.30E+07	41,000	1.00E+09	1.60E+09	1.60E+09	1.60E+09	2.90E+10	7.30E+08	2.20E+08	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(a)anthracene	56-55-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	1.60E+05 (MM)	NLL	NLV	NLV	NLV	NLV	ID	80,000	1.10E+07	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(a)pyrene	50-32-8	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NLL	NLV	NLV	NLV	NLV	1.90E+06	8,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(b)fluoranthene	205-99-2	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	20,000	NA	NLL	ID	ID	ID	ID	ID	80,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NLL	NLV	NLV	NLV	NLV	3.50E+08	7.00E+06	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Benzo(k)fluoranthene	207-08-9	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NLL	NLV	NLV	NLV	NLV	ID	8.00E+05	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Chrysene	218-01-9	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NLL	ID	ID	ID	ID	ID	8.00E+06	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Dibenzo(a,h)anthracene	53-70-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NLL	NLV	NLV	NLV	NLV	ID	8,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Fluoranthene	206-44-0	NA	5,500	NA	7.30E+05	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	7.30E+05	1.00E+09	8.90E+08	8.80E+08	8.80E+08	4.10E+09	1.30E+08	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Fluorene	86-73-7	NA	5,300	NA	3.90E+05	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	4.70E+05	8.90E+05	1.00E+09	1.50E+08	1.50E+08	1.50E+08	4.10E+09	8.70E+07	8.30E+06	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Indeno(1,2,3-cd)pyrene	193-39-5	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NLL	NLV	NLV	NLV	NLV	ID	80,000	NA	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Naphthalene	91-20-3	NA	730	NA	35,000	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	67 (M*)	1.00E+05	4.70E+05	3.50E+05	3.50E+05	3.50E+05	8.80E+07	5.20E+07	1,900	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Phenanthrene	85-01-8	NA	2,100	NA	56,000	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	1,700	1.60E+05	5.10E+06	1.90E+05	1.90E+05	1.90E+05	2.90E+06	5.20E+06	29,000	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Pyrene	129-00-0	NA	ID	NA	4.80E+05	1.00E+09	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	2.50E+07	4.80E+05	1.00E+09	7.80E+08	7.80E+08	7.80E+08	2.90E+09	8.40E+07	4.40E+08	330 UJ	330 UJ	330 U	330 U	330 U	330 U	330 UJ
Metals, Total	CAS Number																										
Arsenic (B)	7440-38-2	5,800	4,600	NA	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	4,600	NLV	NLV	NLV	NLV	9.10E+05	37,000	NA	5,500 J	2,000 U	2,000 U	2,000 U	12,000	5,100	2,000 U
Barium (B)	7440-39-3	75,000	4.40E+05 (G)	NA	1.30E+06	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	1.30E+06	NLV	NLV	NLV	NLV	1.50E+08	1.30E+08	NA	14,000	15,000	11,000	15,000	16,000	22,000	8,200
Cadmium (B)	7440-43-9	1,200	3,600 (G,X)	NA	6,000	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	6,000	NLV	NLV	NLV	NLV	2.20E+06	2.10E+06	NA	200 U	200 U	470	250	360	1,700	200 U
Chromium, Total (B, H)	7440-47-3	18,000 (total)	3,300	NA	30,000	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	30,000	NLV	NLV	NLV	NLV	2.40E+05	9.20E+06	NA	27,000	6,800	39,000	19,000	570,000	62,000	13,000
Copper (B)	7440-50-8	32,000	75,000 (G)	NA	5.80E+06	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	5.80E+06	NLV	NLV	NLV	NLV	5.90E+07	7.30E+07	NA	56,000 J	10,000	31,000	15,000	400,000	98,000	15,000
Lead (B)	7439-92-1	21,000	5.10E+06 (G,X)	NA	7.00E+05	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	7.00E+05	NLV	NLV	NLV	NLV	4.40E+07	9.00E+05	NA	10,000	5,700	20,000	14,000	39,000	32,000	12,000
Mercury (Total) (B)	7439-97-6	130	50 (M); 1.2	NA	1,700	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	22 (M*)	1,700	89,000	62,000	62,000	62,000	8.80E+06	5.80E+05	390 (M*)	50 U	50 U	50 U	50 U	50 U	50 U	50 U
Selenium (B)	7782-49-2	410	400	NA	4,000	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	4,000	NLV	NLV	NLV	NLV	5.90E+07	9.60E+06	NA	640	630	2,600	670	10,000	3,600	730
Silver (B)	7440-22-4	1,000	100 (M); 27	NA	4,500	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	13,000	NLV	NLV	NLV	NLV	2.90E+06	9.00E+06	NA	460 U	460 U	480 U	520 U	390 U	470 U	430 U
Zinc (B)	7440-66-6	47,000	1.70E+05 (G)	NA	2.40E+06	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	5.00E+06	NLV	NLV	NLV	NLV	ID	6.30E+08	NA	20,000	14,000	99,000	50,000	94,000	140,000	26,000
Solids, Total (%)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	93	91	95	95	97	91	95

Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

- Data Qualifiers:
- J Estimated value
 - U Not detected
- Footnotes/Abbreviations:
- ⁽¹⁾ Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
- ⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
- (B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
- (G) Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/L.
- (H) Data provided for total chromium only; evaluated against hexavalent Chromium criteria.
- (M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
- (M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
- (X) Criterion is not protective for surface water used as a drinking water source.
- (MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
- Csat saturation concentration
- DC direct contact
- DWP drinking water protection
- GSP groundwater surface water interface protection
- ID Insufficient data to develop criterion.
- MST meter source thickness
- NA not available
- NLL Not likely to leach under most soil conditions.
- NLV Not likely to volatilize under most conditions.
- PSI particulate soil inhalation
- SDBL statewide default background levels
- SL screening level
- SVIAI soil volatilization to indoor air inhalation
- VIAP volatilization to indoor air pathway
- VSIC volatile soil inhalation criteria

Soil Data Summary
Direct Contact Evaluation
1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
August 2021

Sample Location: Laboratory ID: Collection Date:		SDBL ⁽¹⁾	GSP Criteria ⁽¹⁾	Soil Csat SL ⁽¹⁾	Residential								Nonresidential								AP-SS-8 21H0909-08 08/20/21	AP-SS-9 21H0909-09 08/20/21	AP-SS-10 21H0909-10 08/20/21	AP-SS-11 21H0909-11 08/20/21	AP-SS-12 21H0909-12 08/20/21	AP-SS-13 21H0909-13 08/20/21
					DWP Criteria ⁽¹⁾	SVIAI Criteria ⁽¹⁾	Inf. Source VSIC ⁽¹⁾	Finite VSIC - 5 MST ⁽¹⁾	Finite VSIC - 2 MST ⁽¹⁾	PSI Criteria ⁽¹⁾	DC Criteria ⁽¹⁾	Soil VIAP SL ⁽²⁾	DWP Criteria ⁽¹⁾	SVIAI Criteria ⁽¹⁾	Inf. Source VSIC ⁽¹⁾	Finite VSIC - 5 MST ⁽¹⁾	Finite VSIC - 2 MST ⁽¹⁾	PSI Criteria ⁽¹⁾	DC Criteria ⁽¹⁾	Soil VIAP SL ⁽²⁾						
Polynuclear Aromatic Compounds	CAS Number																									
2-Methylnaphthalene	91-57-6	NA	4,200	NA	57,000	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	1,700	1.70E+05	4.90E+06	1.80E+06	1.80E+06	1.80E+06	2.90E+08	2.60E+07	30,000	430 U	330 U	430 U	430 UJ	330 UJ	330 U
Acenaphthene	83-32-9	NA	8,700	NA	3.00E+05	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	2.00E+05	8.80E+05	3.50E+08	9.70E+07	9.70E+07	9.70E+07	6.20E+09	1.30E+08	3.60E+06	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Acenaphthylene	208-96-8	NA	ID	NA	5,900	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	DATA	17,000	3.00E+06	2.70E+06	2.70E+06	2.70E+06	1.00E+09	5.20E+06	DATA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Anthracene	120-12-7	NA	ID	NA	41,000	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	1.30E+07	41,000	1.00E+09	1.60E+09	1.60E+09	1.60E+09	2.90E+10	7.30E+08	2.20E+08	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(a)anthracene	56-55-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	1.60E+05 (MM)	NLL	NLV	NLV	NLV	NLV	ID	80,000	1.10E+07	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(a)pyrene	50-32-8	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NLL	NLV	NLV	NLV	NLV	1.90E+06	8,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(b)fluoranthene	205-99-2	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	20,000	NA	NLL	ID	ID	ID	ID	ID	80,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NLL	NLV	NLV	NLV	NLV	3.50E+08	7.00E+06	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Benzo(k)fluoranthene	207-08-9	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NLL	NLV	NLV	NLV	NLV	ID	8.00E+05	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Chrysene	218-01-9	NA	NLL	NA	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NLL	ID	ID	ID	ID	ID	8.00E+06	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Dibenzo(a,h)anthracene	53-70-3	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NLL	NLV	NLV	NLV	NLV	ID	8,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Fluoranthene	206-44-0	NA	5,500	NA	7.30E+05	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	7.30E+05	1.00E+09	8.90E+08	8.80E+08	8.80E+08	4.10E+09	1.30E+08	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Fluorene	86-73-7	NA	5,300	NA	3.90E+05	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	4.70E+05	8.90E+05	1.00E+09	1.50E+08	1.50E+08	1.50E+08	4.10E+09	8.70E+07	8.30E+06	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Indeno(1,2,3-cd)pyrene	193-39-5	NA	NLL	NA	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NLL	NLV	NLV	NLV	NLV	ID	80,000	NA	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Naphthalene	91-20-3	NA	730	NA	35,000	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	67 (M*)	1.00E+05	4.70E+05	3.50E+05	3.50E+05	3.50E+05	8.80E+07	5.20E+07	1,900	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Phenanthrene	85-01-8	NA	2,100	NA	56,000	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	1,700	1.60E+05	5.10E+06	1.90E+05	1.90E+05	1.90E+05	2.90E+06	5.20E+06	29,000	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Pyrene	129-00-0	NA	ID	NA	4.80E+05	1.00E+09	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	2.50E+07	4.80E+05	1.00E+09	7.80E+08	7.80E+08	7.80E+08	2.90E+09	8.40E+07	4.40E+08	330 U	330 U	330 U	330 UJ	330 UJ	330 U
Metals, Total	CAS Number																									
Arsenic (B)	7440-38-2	5,800	4,600	NA	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	4,600	NLV	NLV	NLV	NLV	9.10E+05	37,000	NA	2,900	2,000 U	2,000 U	2,200	2,400	13,000
Barium (B)	7440-39-3	75,000	4.40E+05 (G)	NA	1.30E+06	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	1.30E+06	NLV	NLV	NLV	NLV	1.50E+08	1.30E+08	NA	17,000	4,300	7,500	9,400	10,000	16,000
Cadmium (B)	7440-43-9	1,200	3,600 (G,X)	NA	6,000	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	6,000	NLV	NLV	NLV	NLV	2.20E+06	2.10E+06	NA	400	200 U	200 U	570	240	5,200
Chromium, Total (B, H)	7440-47-3	18,000 (total)	3,300	NA	30,000	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	30,000	NLV	NLV	NLV	NLV	2.40E+05	9.20E+06	NA	62,000	11,000	28,000	76,000	100,000	1,600,000
Copper (B)	7440-50-8	32,000	75,000 (G)	NA	5.80E+06	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	5.80E+06	NLV	NLV	NLV	NLV	5.90E+07	7.30E+07	NA	48,000	12,000	68,000	38,000	59,000	380,000
Lead (B)	7439-92-1	21,000	5.10E+06 (G,X)	NA	7.00E+05	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	7.00E+05	NLV	NLV	NLV	NLV	4.40E+07	9.00E+05	NA	25,000	4,200	8,300	16,000	18,000	240,000
Mercury (Total) (B)	7439-97-6	130	50 (M); 1.2	NA	1,700	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	22 (M*)	1,700	89,000	62,000	62,000	62,000	8.80E+06	5.80E+05	390 (M*)	50 U	50 U	50 U	50 U	50 U	140
Selenium (B)	7782-49-2	410	400	NA	4,000	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	4,000	NLV	NLV	NLV	NLV	5.90E+07	9.60E+06	NA	3,700	4,400	1,300	2,700	560 U	1,200
Silver (B)	7440-22-4	1,000	100 (M); 27	NA	4,500	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	13,000	NLV	NLV	NLV	NLV	2.90E+06	9.00E+06	NA	520 U	500 U	460 U	520 U	470 U	2,900
Zinc (B)	7440-66-6	47,000	1.70E+05 (G)	NA	2.40E+06	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	5.00E+06	NLV	NLV	NLV	NLV	ID	6.30E+08	NA	74,000	15,000	24,000	66,000	67,000	1,900,000
Solids, Total (%)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	97	94	97	96	86	88

Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:

⁽¹⁾ Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).

⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(G) Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/L.

(H) Data provided for total chromium only; evaluated against hexavalent Chromium criteria.

(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.

(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.

(X) Criterion is not protective for surface water used as a drinking water source.

(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.

Csat saturation concentration
DC direct contact
DWP drinking water protection
GSP groundwater surface water interface protection
ID Insufficient data to develop criterion.
MST meter source thickness
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
PSI particulate soil inhalation
SDBL statewide default background levels
SL screening level
SVIAI soil volatilization to indoor air inhalation
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 1 - Soil Data Summary

Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Sample Location: Depth Interval (ft): Investigative/Field Duplicate/QC: Laboratory ID: Collection Date:		APNSB-01 (2-4) Investigative 22102086-07 10/21/22	APNSB-02 (6-8) Investigative 22102086-08 10/21/22	APNSB-03 (1-3) Investigative 22102086-09 10/21/22	APNSB-04 (4.5-6.5) Investigative 22102086-10 10/21/22	APNSB-05 (4-6) Investigative 22102086-11 10/21/22	Field Blank QC 22102086-12 10/21/22	Statewide Default Background Levels ⁽¹⁾	Drinking Water Protection Criteria ⁽¹⁾	GSIP Criteria ⁽¹⁾	Soil Volatilization to Indoor Air Inhalation Criteria ⁽¹⁾	Infinite Source VSIC ⁽¹⁾	Finite VSIC for 5 Meter Source Thickness ⁽¹⁾	Finite VSIC for 2 Meter Source Thickness ⁽¹⁾	Particulate Soil Inhalation Criteria ⁽¹⁾	Direct Contact Criteria ⁽¹⁾	Soil Saturation Concentration SL ⁽¹⁾	Soil VIAP SL ⁽²⁾	
Volatile Organic Compounds	CAS Number																		
1,1,1,2-Tetrachloroethane	630-20-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,500	ID	6,200	36,000	54,000	1.00E+05	4.20E+08	4.80E+05 (C)	4.40E+05	3.2 (M*)	
1,1,1-Trichloroethane	71-55-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.00E+08 (C)	4.60E+05	450 (EE)	
1,1,2,2-Tetrachloroethane	79-34-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05	2.7 (M*)	
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	9.00E+06 (C)	1,700	5.10E+06 (C)	1.80E+08	8.80E+08	2.10E+09	5.10E+12	1.00E+09 (C,D)	5.50E+05	860	
1,1,2-Trichloroethane	79-00-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05	0.37 (M*)	
1,1-Dichloroethane	75-34-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.70E+07 (C)	8.90E+05	2.6 (M*)	
1,1-Dichloroethene	75-35-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05	12 (M*)	
1,2,3-Trichloropropane	96-18-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	840	NA	4,000	9,200	9,200	11,000	2.00E+07	1.30E+06 (C)	8.30E+05	2.6 (M*)	
1,2,4-Trichlorobenzene	120-82-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	4,200	5,900 (X)	9.60E+06 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.90E+05 (DD)	1.10E+06	53 (M*)	
1,2,4-Trimethylbenzene	95-63-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,100	570	4.30E+06 (C)	2.10E+07	5.00E+08	5.00E+08	8.20E+10	3.20E+07 (C)	1.10E+05	150 (JT)	
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4,400 (C)	1,200	DATA	
1,2-Dibromoethane (EDB)	106-93-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	20 (M); 1.0	110 (X)	670	1,700	1,700	3,300	1.40E+07	92	8.90E+05	0.074 (M*)	
1,2-Dichlorobenzene	95-50-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	14,000	280	1.10E+07 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.90E+07 (C)	2.10E+05	1,500	
1,2-Dichloroethane	107-06-2	68 U	70 U	76 U	72 U	68 U	100 U	NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.20E+08	91,000	1.20E+06	0.82 (M*)	
1,2-Dichloropropane	78-87-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05	2.1 (M*)	
1,3,5-Trimethylbenzene	108-67-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	1,800	1,100	2.60E+06 (C)	1.60E+07	3.80E+08	3.80E+08	8.20E+10	3.20E+07 (C)	94,000	100 (JT)	
1,3-Dichlorobenzene	541-73-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.00E+05 (C)	1.70E+05	10 (M*)	
1,3-Dichloropropene, cis-	10061-01-5	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--	
1,3-Dichloropropene, trans-	10061-02-6	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--	
1,3-Dichloropropene (Total)	542-75-6	40 U	42 U	46 U	44 U	40 U	60 U	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05	3.1 (J,M*)	
1,4-Dichlorobenzene	106-46-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA	23 (M*)	
2-Butanone (MEK)	78-93-3	140 U	140 U	150 U	140 U	140 U	200 U	NA	2.60E+05	44,000	5.40E+07 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.20E+08 (C,DD)	2.70E+07	31,000 (DD*)	
2-Hexanone	591-78-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	20,000	ID	9.90E+05	1.10E+06	1.40E+06	1.40E+06	2.70E+09	3.20E+07 (C)	2.50E+06	210 (M*)	
2-Methylnaphthalene	91-57-6	68 U	70 U	36 J	44 J	68 U	100 U	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700	
4-Methyl-2-pentanone (MIBK)	108-10-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	36,000	ID	3.70E+07 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.60E+07 (C)	2.70E+06	3,300	
Acetone	67-64-1	140	170	76 U	170	180	340	NA	15,000	34,000	2.90E+08 (C)	1.30E+08	1.30E+08	1.90E+08	3.90E+11	2.30E+07	1.10E+08	2.60E+05 (EE)	
Acrylonitrile	107-13-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	100 (M); 52	100 (M); 40	6,600	5,000	5,100	10,000	4.60E+07	16,000	8.30E+06	1.2 (M*)	
Benzene	71-43-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05	1.7 (M*)	
Bromochloromethane	74-97-5	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	---	--	
Bromodichloromethane	75-27-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06	0.61 (M*)	
Bromoform	75-25-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	8.20E+09	8.20E+05	8.70E+05	45 (M*)	
Bromomethane	74-83-9	68 U	70 U	76 U	72 U	68 U	100 U	NA	200	100	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06	0.90 (M*)	
Carbon disulfide	75-15-0	20 U	21 U	23 U	22 U	20 U	30 U	NA	16,000	ID	76,000	1.30E+06	7.90E+06	1.90E+07	4.70E+10	7.20E+06 (C,DD)	2.80E+05	52 (M*)	
Carbon tetrachloride	56-23-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	760 (X)	190	3,500	12,000	28,000	1.30E+08	96,000	3.90E+05	0.31 (M*)	
Chlorobenzene	108-90-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,000	500	1.20E+05	7.70E+05	9.90E+05	2.10E+06	4.70E+09	4.30E+06 (C)	2.60E+05	82	
Chloroethane	75-00-3	68 U	70 U	76 U	72 U	68 U	100 U	NA	8,600	22,000 (X)	2.90E+06 (C)	3.00E+07	1.20E+08	2.80E+08	6.70E+11	2.60E+06 (C)	9.50E+05	330	
Chloroform	67-66-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+05	1.30E+09	1.20E+06	1.50E+06	0.26 (M*)	
Chloromethane	74-87-3	68 U	70 U	76 U	72 U	68 U	100 U	NA	5,200	ID	2,300	40,000	4.10E+05	1.00E+06	4.90E+09	1.60E+06 (C)	1.10E+06	6.9 (M*)	
cis-1,2-Dichloroethene	156-59-2	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.50E+06 (C)	6.40E+05	2.1 (M*)	
Dibromochloromethane	124-48-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05	0.40 (M*,MM)	
Dibromomethane	74-95-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600	NA	ID	ID	ID	ID	ID	2.50E+06 (C)	2.00E+06	3.5 (M*)	
Dichlorodifluoromethane	75-71-8	68 U	70 U	76 U	72 U	68 U	100 U	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.20E+07 (C)	1.00E+06	12 (M*)	
Diethyl ether	60-29-7	20 U	21 U	23 U	22 U	20 U	30 U	NA	200	ID	2.80E+07 (C)	8.50E+07	1.50E+08	3.40E+08	8.00E+11	1.10E+08 (C)	7.40E+06	350	
Ethylbenzene	100-41-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,500	360	87,000	7.20E+05	1.00E+06	2.20E+06	1.00E+10	2.20E+07 (C)	1.40E+05	12 (M*)	
Hexachloroethane	67-72-1	68 U	70 U	76 U	72 U	68 U	100 U	NA	430	1,800 (X)	40,000	5.50E+05	9.30E+05	9.30E+05	2.30E+08	2.30E+05	NA	3.2 (M*)	
Iodomethane	74-88-4	340 U	350 U	380 U	360 U	340 U	500 U	--	--	--	--	--	--	--	--	--	--	--	
Isopropyl benzene (Cumene)	98-82-8	20 U	21 U	23 U	22 U	20 U	30 U	NA	91,000	3,200	4.00E+05 (C)	1.70E+06	1.70E+06	2.80E+06	5.80E+09	2.50E+07 (C)	3.90E+05	3.8 (M*)	
Methyl-tert-butyl ether (MTBE)	1634-04-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	800	1.40E+05 (X)	9.90E+06 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06	74 (M*)	
Methylene chloride	75-09-2	170 U	170 U	190 U	180 U	170 U	250 U	NA	100	30,000 (X)	45,000	2.10E+05	5.90E+05	1.40E+06	6.60E+09	1.30E+06	2.30E+06	130	
n-Propylbenzene	103-65-1	20 U	21 U	23 U	22 U	20 U	30 U	NA	1,600	ID	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07	1,800 (DD*)
Naphthalene	91-20-3	68 U	70 U	76 U	89	68 U	100 U	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA	67 (M*)	
Styrene	100-42-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,700	2,100 (X)	2.50E+05	9.70E+05	9.70E+05	1.40E+06	5.50E+09	4.00E+05	5.20E+05	150	
Tetrachloroethene (PCE)	127-18-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.00E+05 (C)	88,000	6.2 (M*,EE)	
Toluene	108-88-3	20 U	21 U	23 U	22 U	20 U	30 U	NA	16,000	5,400	3.30E+05 (C)	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.00E+07 (C)	2.50E+05	3,700	
trans-1,2-Dichloroethene	156-60-5	20 U	21 U	23 U	22 U	20 U	30 U	NA	2,000	30,000 (X)	23,000	2.80E+05	8.30E+05	2.00E+06	4.70E+09	3.80E+06 (C)	1.40E+06	12 (M*)	
trans-1,4-Dichloro-2-butene	110-57-6	20 U	21 U	23 U	22 U	20 U	30 U	--	--	--	--	--	--	--	--	--	--	--	
Trichloroethene (TCE)	79-01-6	20 U	21 U	23 U	22 U	20 U	30 U	NA	100	4,000 (X)	1,000	11,000	25,000	57,000	1.30E+08	1.10E+05 (DD)	5.00E+05	0.33 (M*,DD*)	
Trichlorofluoromethane	75-69-4	20 U	21 U	23 U	22 U	20 U	30 U	NA	52,000	NA	2.80E+06 (C)	9.20E+07	6.30E+08	1.50E+09	3.80E+12	7.90E+07 (C)	5.60E+05	19 (M*)	
Vinyl acetate	108-05-4	170 U	170 U	190 U	180 U	170 U	250 U	NA	13,000	NA	7.90E+05	1.70E+06	2.60E+06	5.80E+06	1.30E+10	5.80E+06 (C)	2.40E+06	160 (M*)	
Vinyl chloride	75-01-4	20 U	21 U	23 U	22 U	20 U	30 U												

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Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

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Polynuclear Aromatic Compounds	CAS Number																	
2-Methylnaphthalene	91-57-6	4.4 U	47 U	4.6 U	4.5 U	62 U	--	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700
Acenaphthene	83-32-9	4.4 U	47 U	4.6 U	30	62 U	--	NA	3.00E+05	8,700	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	NA	2.00E+05
Acenaphthylene	208-96-8	4.4 U	47 U	4.6 U	4.5 U	62 U	--	NA	5,900	ID	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	NA	DATA
Anthracene	120-12-7	4.4 U	47 U	4.6 U	210	62 U	--	NA	41,000	ID	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	NA	1.30E+07
Benzo(a)anthracene	56-55-3	8.3	47 U	4.6 U	230	65	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	1.60E+05 (MM)
Benzo(a)pyrene	50-32-8	7.2	47 U	4.6 U	180	70	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NA
Benzo(b)fluoranthene	205-99-2	8.8	47 U	4.6 U	210	130	--	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA	NA
Benzo(g,h,i)perylene	191-24-2	4.9	47 U	4.6 U	120	89	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NA
Benzo(k)fluoranthene	207-08-9	5.7	47 U	4.6 U	110	61 J	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NA
Chrysene	218-01-9	13	63	5.0	260	130	--	NA	NLL	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NA
Dibenzo(a,h)anthracene	53-70-3	4.4 U	47 U	4.6 U	19	62 U	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NA
Fluoranthene	206-44-0	18	60	6.6	700	98	--	NA	7.30E+05	5,500	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	NA
Fluorene	86-73-7	4.4 U	47 U	4.6 U	49	62 U	--	NA	3.90E+05	5,300	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	NA	4.70E+05
Indeno(1,2,3-cd)pyrene	193-39-5	4.4	47 U	4.6 U	150	71	--	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NA
Naphthalene	91-20-3	4.4 U	47 U	4.6 U	4.5 U	62 U	--	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA	67 (M*)
Phenanthrene	85-01-8	4.4 U	47 U	4.6 U	620	62 U	--	NA	56,000	2,100	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	NA	1,700
Pyrene	129-00-0	18	77	8.7	580	120	--	NA	4.80E+05	ID	1.00E+09 (D)	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	NA	2.50E+07
Metals, Total	CAS Number																	
Arsenic (B)	7440-38-2	3,900	3,700	9,100	4,400	9,100	--	5,800	4,600	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	NA
Barium (B)	7440-39-3	9,500	18,000 J	9,200	7,000	14,000	--	75,000	1.30E+06	4.40E+05 (G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	NA
Cadmium (B)	7440-43-9	76 J	790	1,000	120 J	150 U	--	1,200	6,000	3,600 (G,X)	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	NA
Chromium, Total (B, H)	7440-47-3	20,000	50,000	140,000	22,000	38,000	--	18,000 (total)	30,000	3,300	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	NA
Copper (B)	7440-50-8	19,000	32,000	77,000	48,000	89,000	--	32,000	5.80E+06	75,000 (G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	NA
Lead (B)	7439-92-1	16,000	38,000	65,000	6,900	4,600	--	21,000	7.00E+05	5.10E+06 (G,X)	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	NA
Mercury (Total) (B)	7439-97-6	19 U	24	280	940	19 U	--	130	1,700	50 (M); 1.2	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	NA	22 (M*)
Selenium (B)	7782-49-2	350 U	390 U	36,000	390 U	380 U	--	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	NA
Silver (B)	7440-22-4	350 U	62 J	410	69 J	380 U	--	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	NA
Zinc (B)	7440-66-6	19,000	30,000	290,000	15,000	7,000	--	47,000	2.40E+06	1.70E+05 (G)	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	NA
Solids, Total (%)	--	93.4	91.1	89.0	90.3	92.8	--	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight.

Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.

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

Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:

- J Estimated value
- U Not detected

Footnotes/Abbreviations:

⁽¹⁾ Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 [GSI Criteria Updated June 25, 2018].

⁽²⁾ EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.

(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).

(D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.00E+09 parts per billion (ppb).

(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.

(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.

(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.

(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.

(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.

(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.

(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.

(X) Criterion is not protective for SW used as a drinking water (DW) source.

(DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure.

(DD*) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.

(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.

(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.

DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.

GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 2 - Groundwater Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Monitoring Location: Depth Interval (ft): Laboratory ID: Collection Date:		APNTW-01 (6.5-11.5) 22102086-01 10/21/22	APNTW-02 (6-11) 22102086-02 10/21/22	APNTW-03 (7-12) 22102086-03 10/21/22	APNTW-04 (9.5-14.5) 22102086-04 10/21/22	APNTW-05 (7.5-12.5) 22102086-05 10/21/22	Trip Blank 22102086-06 10/21/22	Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾	Residential GW- Shallow VIAP SL ⁽²⁾	Residential GW- Not in Contact VIAP SL ⁽²⁾
Volatile Organic Compounds	CAS Number													
1,1,1,2-Tetrachloroethane	630-20-6	1 U	1 U	1 U	1 U	1 U	1 U	77	ID	15,000	1.10E+06	ID	3.1	89
1,1,1-Trichloroethane	71-55-6	1 U	1 U	1 U	1 U	1 U	1 U	200 (A)	89	6.60E+05	1.33E+06	ID	180 (FF*)	17,000 (EE*)
1,1,2,2-Tetrachloroethane	79-34-5	1 U	1 U	1 U	1 U	1 U	1 U	8.5	78 (X)	12,000	2.97E+06	ID	2.4	71
1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1	1 U	1 U	1 U	1 U	1 U	1 U	1.70E+05 (S)	32	1.70E+05 (S)	1.70E+05	ID	840	2,700
1,1,2-Trichloroethane	79-00-5	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	330 (X)	17,000	4.42E+06	NA	0.47 (M*)	14
1,1-Dichloroethane	75-34-3	1 U	1 U	1 U	1 U	1 U	1 U	880	740	1.00E+06	5.06E+06	3.80E+05	4.7	130
1,1-Dichloroethene	75-35-4	1 U	1 U	1 U	1 U	1 U	1 U	7.0 (A)	130	200	2.25E+06	97,000	18	330
1,2,3-Trichloropropane	96-18-4	1 U	1 U	1 U	1 U	1 U	1 U	42	NA	8,300	1.90E+06	NA	1.9	57
1,2,4-Trichlorobenzene	120-82-1	1 U	1 U	1 U	1 U	1 U	1 U	70 (A)	99 (X)	3.00E+05 (S)	3.00E+05	NA	3.8 (M*)	110
1,2,4-Trimethylbenzene	95-63-6	1 U	1 U	3.8	1 U	1 U	1 U	63/1,000 (E)	17	56,000 (S)	55,890	56,000 (S)	25 (JT)	670 (JT)
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	1 U	1 U	1 U	1 U	1 U	1 U	0.20 (A)	ID	220	1,230	NA	0.00045 (M*,MM)	0.00045 (CC*,M*,MM)
1,2-Dibromoethane (EDB)	106-93-4	1 U	1 U	1 U	1 U	1 U	1 U	0.050 (A)	5.7 (X)	2,400	4.20E+06	ID	0.13	3.8
1,2-Dichlorobenzene	95-50-1	1 U	1 U	1 U	1 U	1 U	1 U	600 (A)	13	1.60E+05 (S)	1.56E+05	NA	370	11,000
1,2-Dichloroethane	107-06-2	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	360 (X)	9,600	8.52E+06	2.50E+06	1.4	41
1,2-Dichloropropane	78-87-5	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	230 (X)	16,000	2.80E+06	5.50E+05	2.6	74
1,3,5-Trimethylbenzene	108-67-8	1 U	1 U	1.4	1 U	1 U	1 U	72/1,000 (E)	45	61,000 (S)	61,150	ID	18 (JT)	470 (JT)
1,3-Dichlorobenzene	541-73-1	1 U	1 U	1 U	1 U	1 U	1 U	6.6	28	18,000	1.11E+05	ID	2.6	75
1,3-Dichloropropene, cis-	10061-01-5	1 U	1 U	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
1,3-Dichloropropene, trans-	10061-02-6	1 U	1 U	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
1,3-Dichloropropene (Total) (Calc.)	542-75-6	2 U	2 U	2 U	2 U	2 U	2 U	8.5	9.0 (X)	3,900	2.80E+06	1.30E+05	3.3 (J)	95 (J)
1,4-Dichlorobenzene	106-46-7	1 U	1 U	1 U	1 U	1 U	1 U	75 (A)	17	16,000	73,800	NA	5.9	170
2-Butanone (MEK)	78-93-3	2.2 J	5 U	5 U	5 U	5 U	2.0 J	13,000	2,200	2.40E+08 (S)	2.40E+08	ID	2,600 (DD)	4.30E+06 (DD)
2-Hexanone	591-78-6	5 U	5 U	5 U	5 U	5 U	5 U	1,000	ID	4.20E+06	1.60E+07	NA	660	20,000
2-Methylnaphthalene	91-57-6	25 U	77	43	28	5 U	1.5 J	260	19	25,000 (S)	24,600	ID	66	2,000
4-Methyl-2-pentanone (MIBK)	108-10-1	1 U	1 U	1 U	1 U	1 U	1 U	1,800	ID	2.00E+07 (S)	2.00E+07	ID	660	20,000
Acetone	67-64-1	10 U	10 U	10 U	10 U	10 U	10 U	730	1,700	1.00E+09 (D,S)	1.00E+09	1.50E+07	50,000 (FF*)	50,000
Acrylonitrile	107-13-1	1 U	1 U	1 U	1 U	1 U	1 U	2.6	2.0 (M); 1.2	34,000	7.50E+07	6.40E+06	4.6	140
Benzene	71-43-2	1 U	1 U	3.7	1 U	1 U	1 U	5.0 (A)	200 (X)	5,600	1.75E+06	68,000	1.0	28
Bromochloromethane	74-97-5	1 U	1 U	1 U	1 U	1 U	1 U	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	1 U	1 U	1 U	1 U	1 U	1 U	80 (A,W)	ID	4,800	6.74E+06	ID	1.2	34
Bromoform	75-25-2	1 U	1 U	1 U	1 U	1 U	1 U	80 (A,W)	ID	4.70E+05	3.10E+06	ID	89	2,700
Bromomethane	74-83-9	1 U	1 U	1 U	1 U	1 U	1 U	10	5.0 (M); 4.2	4,000	1.45E+07	ID	2.1 (M*)	55
Carbon Disulfide	75-15-0	1 U	1 U	1.1	1 U	1 U	1 U	800	ID	2.50E+05	1.19E+06	13,000	92	2,100
Carbon Tetrachloride	56-23-5	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	38 (X)	370	7.93E+05	ID	0.41 (M*)	7.7
Chlorobenzene	108-90-7	1 U	1 U	1 U	1 U	1 U	1 U	100 (A)	25	2.10E+05	4.72E+05	1.60E+05	33	940
Chloroethane	75-00-3	1 U	1 U	1 U	1 U	1 U	4.6	430	1,100 (X)	5.70E+06 (S)	5.74E+06	1.10E+05	620	15,000
Chloroform	67-66-3	1 U	1 U	1 U	1 U	1 U	1 U	80 (A,W)	350	28,000	7.92E+06	ID	0.49 (M*)	14
Chloromethane	74-87-3	1 U	1 U	1 U	1 U	1 U	1 U	260	ID	8,600	6.34E+06	36,000	15	380
cis-1,2-Dichloroethene	156-59-2	1 U	1 U	1 U	1 U	1 U	1 U	70 (A)	620	93,000	3.50E+06	5.30E+05	3.4	95
Dibromochloromethane	124-48-1	1 U	1 U	1 U	1 U	1 U	1 U	80 (A,W)	ID	14,000	2.60E+06	ID	0.78 (M*,MM)	23 (MM)
Dibromomethane	74-95-3	1 U	1 U	1 U	1 U	1 U	1 U	80	NA	ID	1.10E+07	ID	8.8	260
Dichlorodifluoromethane	75-71-8	1 U	1 U	1 U	1 U	1 U	1 U	1,700	ID	2.20E+05	3.00E+05	ID	13	49
Diethyl Ether	60-29-7	1 U	1 U	1 U	1 U	1 U	1 U	10/3,700 (E)	ID	6.10E+07 (S)	6.10E+07	6.50E+05	1,200	36,000
Ethylbenzene	100-41-4	1 U	1 U	1 U	1 U	1 U	1 U	74/700 (E)	18	1.10E+05	1.69E+05	43,000	2.8	74
Hexachloroethane	67-72-1	1 U	1 U	1 U	1 U	1 U	1 U	7.3	6.7 (X)	27,000	50,000	ID	1.5 (M*)	43

Table 2 - Groundwater Data Summary
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan
October 2022

Monitoring Location: Depth Interval (ft): Laboratory ID: Collection Date:		APNTW-01 (6.5-11.5) 22102086-01 10/21/22	APNTW-02 (6-11) 22102086-02 10/21/22	APNTW-03 (7-12) 22102086-03 10/21/22	APNTW-04 (9.5-14.5) 22102086-04 10/21/22	APNTW-05 (7.5-12.5) 22102086-05 10/21/22	Trip Blank 22102086-06 10/21/22	Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾	Residential GW- Shallow VIAP SL ⁽²⁾	Residential GW- Not in Contact VIAP SL ⁽²⁾
Iodomethane	74-88-4	5 U	5 U	5 U	5 U	5 U	5 U	--	--	--	--	--	--	--
Isopropylbenzene (Cumene)	98-82-8	1 U	1 U	1 U	1 U	1 U	1 U	800	28	56,000 (S)	56,000	29,000	0.60 (M*)	15
Methyl tert-Butyl Ether (MTBE)	1634-04-4	1 U	1 U	1 U	1 U	1 U	1 U	40/240 (E)	7,100 (X)	4.70E+07 (S)	4.68E+07	ID	250	7,400
Methylene Chloride	75-09-2	5 U	5 U	5 U	5 U	5 U	5 U	5.0 (A)	1,500 (X)	2.20E+05	1.70E+07	ID	79 (FF*)	8,400
n-Propylbenzene	103-65-1	1 U	1 U	1 U	1 U	1 U	1 U	80	ID	ID	NA	ID	43 (DD)	6,100 (DD)
Naphthalene	91-20-3	25 U	57	22	12	5 U	5 U	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Styrene	100-42-5	1 U	1 U	1 U	1 U	1 U	1 U	100 (A)	80 (X)	1.70E+05	3.10E+05	1.40E+05	33	960
Tetrachloroethene (PCE)	127-18-4	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	60 (X)	25,000	2.00E+05	ID	1.5 (FF*)	130 (EE*)
Toluene	108-88-3	1 U	1 U	2.0	1 U	1 U	1 U	790/1,000 (E)	270	5.30E+05 (S)	5.26E+05	61,000	300 (FF*)	41,000
trans-1,2-Dichloroethene	156-60-5	1 U	1 U	1 U	1 U	1 U	1 U	100 (A)	1,500 (X)	85,000	6.30E+06	2.30E+05	16	390
trans-1,4-Dichloro-2-butene	110-57-6	2 U	2 U	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Trichloroethene (TCE)	79-01-6	1 U	1 U	1 U	1 U	1 U	1 U	5.0 (A)	200 (X)	2,200	1.10E+06	ID	0.073 (M*,DD)	10 (DD)
Trichlorofluoromethane	75-69-4	1 U	1 U	1 U	1 U	1 U	1 U	2,600	NA	1.10E+06 (S)	1.10E+06	ID	22	190
Vinyl Acetate	108-05-4	5 U	5 U	5 U	5 U	5 U	5 U	640	NA	4.10E+06	2.00E+07	1.80E+06	690	21,000
Vinyl Chloride	75-01-4	1 U	1 U	1 U	1 U	1 U	1 U	2.0 (A)	13 (X)	1,100	2.76E+06	33,000	0.12 (M*,MM)	2.1 (MM)
Xylenes, meta- & para-	179601-23-1	2.4	2 U	2 U	2 U	2 U	2 U	--	--	--	--	--	--	--
Xylene, ortho-	95-47-6	1 U	1 U	1.0	1 U	1 U	1 U	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	2.4 J	3 U	1.0 J	3 U	3 U	3 U	280/10,000 (E)	49	1.90E+05 (S)	1.86E+05	70,000	75 (J)	2,000 (J)
Polynuclear Aromatic Compounds	CAS Number													
2-Methylnaphthalene	91-57-6	5 U	5 U	120 U	3.9 J	5 U	--	260	19	25,000 (S)	24,600	ID	66	2,000
Acenaphthene	83-32-9	1 U	0.074 J	24 U	0.37 J	1 U	--	1,300	38	4,200 (S)	4,240	ID	3,900 (S)	3,900 (S)
Acenaphthylene	208-96-8	1 U	1 U	24 U	0.10 J	1 U	--	52	ID	3,900 (S)	3,930	ID	65	65 (CC*)
Anthracene	120-12-7	1 U	0.087 J	24 U	0.045 J	1 U	--	43 (S)	ID	43 (S)	43.4	ID	43 (S)	43 (S)
Benzo(a)anthracene	56-55-3	1 U	0.36 J	24 U	0.14 J	1 U	--	2.1	ID	NLV	9.4	ID	9.4 (S,MM)	9.4 (S,MM)
Benzo(a)pyrene	50-32-8	1 U	0.43 J	24 U	0.18 J	1 U	--	5.0 (A)	ID	NLV	1.62	ID	NA	NA
Benzo(b)fluoranthene	205-99-2	1 U	0.65 J	24 U	0.31 J	1 U	--	1.5 (S,AA)	ID	ID	1.5	ID	NA	NA
Benzo(g,h,i)perylene	191-24-2	1 U	0.31 J	24 U	0.13 J	1 U	--	1.0 (M); 0.26 (S)	ID	NLV	0.26	ID	NA	NA
Benzo(k)fluoranthene	207-08-9	1 U	0.28 J	24 U	1 U	1 U	--	1.0 (M); 0.80 (S)	NA	NLV	0.80	ID	NA	NA
Chrysene	218-01-9	1 U	0.54 J	24 U	0.27 J	1 U	--	1.6 (S)	ID	ID	1.6	ID	NA	NA
Dibenzo(a,h)anthracene	53-70-3	2 U	2 U	48 U	2 U	2 U	--	2.0 (M); 0.21	ID	NLV	2.49	ID	NA	NA
Fluoranthene	206-44-0	1 U	0.79 J	24 U	0.26 J	1 U	--	210 (S)	1.6	210 (S)	206	ID	NA	NA
Fluorene	86-73-7	1 U	1 U	24 U	0.65 J	1 U	--	880	12	2,000 (S)	1,980	ID	1,700 (S)	1,700 (S)
Indeno(1,2,3-cd)pyrene	193-39-5	2 U	0.32 J	48 U	2 U	2 U	--	2.0 (M); 0.022 (S)	ID	NLV	0.022	ID	NA	NA
Naphthalene	91-20-3	1 U	1 U	24 U	2.5	1 U	--	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130
Phenanthrene	85-01-8	1 U	0.21 J	24 U	0.76 J	1 U	--	52	2.0 (M); 1.7	1,000 (S)	1,000	ID	9.5	290
Pyrene	129-00-0	1 U	0.89 J	24 U	0.39 J	1 U	--	140 (S)	ID	140 (S)	135	ID	140 (S)	140 (S)
Metals, Total	CAS Number													
Arsenic	7440-38-2	1.0 J	8.2 J	28 J	8.6 J	6.1	--	10 (A)	10	NLV	NA	ID	NA	NA
Barium (B)	7440-39-3	37	210	250	180	70	--	2,000 (A)	674 (G)	NLV	NA	ID	NA	NA
Cadmium (B)	7440-43-9	1 U	2.4 J	10 U	2.5 J	1 U	--	5.0 (A)	3.0 (G,X)	NLV	NA	ID	NA	NA
Chromium, Total (B,H)	7440-47-3	2.7 J	47 J	93	22 J	2.2 J	--	100 (A)	11	NLV	NA	ID	NA	NA
Copper (B)	7440-50-8	1.6 J	71	140	60	1.3 J	--	1,000/1,400 (E)	13 (G)	NLV	NA	ID	NA	NA
Lead (B)	7439-92-1	0.58 J	200	150	88	0.54 J	--	4.0 (L)	34 (G,X)	NLV	NA	ID	NA	NA
Mercury (Total) (B)	7439-97-6	0.2 U	0.2 U	0.2 U	0.31	0.2 U	--	2.0 (A)	0.0013	56 (S)	56	ID	0.088	2.5
Selenium (B)	7782-49-2	5 U	50 U	5.5 J	50 U	0.54 J	--	50 (A)	5.0	NLV	NA	ID	NA	NA
Silver (B)	7440-22-4	0.84 U	8.4 U	6.3 J	8.4 U	0.84 U	--	34	0.20 (M); 0.060	NLV	NA	ID	NA	NA
Zinc (B)	7440-66-6	3.9 J	96 J	280	660	12 J	--	2,400	167 (G)	NLV	NA	ID	NA	NA

Attachment D

Reimbursement Agreement

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

**RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT
AGREEMENT**

1st Amendment

**Adelaide Pointe QOZB, LLC
Adelaide Pointe Project**

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 13th of December, 2022 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members

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

ABSENT: Members

M. Kleaveland, H. Sytsema

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

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Adelaide Pointe Project ("Project") during its meeting on October 12, 2021;

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

WHEREAS, the Authority approved the original Development and Reimbursement Agreement during its meeting on November 9, 2021;

WHEREAS, a Development and Reimbursement Agreement (1st Amendment) between

the City and Adelaide Pointe QOZB, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement (1st Amendment) between the City and Adelaide Pointe QOZB, LLC for the Adelaide Pointe Project Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.
2. The Authority hereby approves the Development and Reimbursement Agreement (1st Amendment) for the Adelaide Pointe Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.
3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

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

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chair

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on November 9th, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Chair

FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made December 19, 2022 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective ____, 202__, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.
2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.
4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.
5. **Addendum Presentation.** APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the PUD. To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:
 - a. Architectural and/or Engineering drawings
 - b. Construction schedules
 - c. Construction budgets
 - d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
 - e. Proof of financing
6. **Addendum Approvals.** Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.
7. **Funding for Brownfield Reimbursements.**
 - a. *Bonds for roads, water mains and sewer mains.* The City or Authority, in the City's and Authority's sole discretion as to which is the borrower, upon approval of an Addendum shall sell municipal bonds in an amount equal to the total amount necessary to pay for roads, water mains, and sewer mains on the Property required by the addendum, supported by engineering and construction bids itemized in the addendum(s) to this Agreement. City or Authority shall be entitled to retain an engineer of its choosing to review all drawings and inspect all amenities that are expected to be eventually turned over to the City in order to insure that the amenities are constructed to city standards, to develop as-built drawings, and otherwise represent the City and Authority on the construction of the public amenities. The cost of the City's or Authority's retained engineer shall be paid for from the bond. At no point may the Authority's and City's total borrowing, whether still outstanding or not, exceed an aggregate amount of \$10,500,000, including the cost of Civil Engineering expenses paid by APQ up until the date of this agreement and the City's or Authority's engineer. The bond proceeds shall be available to reimburse APQ the costs related to the costs for roads, water mains and sewer mains approved in the itemization of Brownfield Reimbursements detailed in each addendum. APQ may apply to the Authority for draw of such bond proceeds. If the draw request includes the proper documentation, the Authority will pay the draw within 15 days of receipt of the request, subject to and in accordance with the following requirements and conditions.

- i. All draw requests shall be in writing together with all supporting documentation, including receipts, and not be made more frequent than 30 day intervals.
 - ii. Each draw request shall include the most recent Sworn Statement and corresponding lien waiver from every contractor, sub-contractor, and supplier who will be paid from that draw.
- b. *Brownfield Tax Increment Financing.* APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.
 - i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201").
 - ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.
 - iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be \$35 million dollars not including interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed \$13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").
 - iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.
 - v. The cost of Eligible Activities may be incurred by the City and APQ, The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be \$35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of \$28 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

- vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.
- vii. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").
- viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the City and APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.
- ix. During the Term (defined below) of this Agreement, the Authority shall reimburse the City first for the total cost of the bonds (principal, interest and transaction costs) incurred and to be incurred for roads, water mains and sewer mains and after the City has been paid the amount the City has committed to pay APQ for the roads, water mains and sewer mains, then to APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the City for the cost of the bonds (principal, interest and transaction costs) for roads, water mains and sewer mains and APQ for the cost of Eligible Activities incurred by the Parties until the earlier of the Parties being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.
- x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.
- xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.
- xii. Intentionally left blank.
- xiii. Reimbursement Process.

1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.
2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's engineer as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", and after the Authority or City has been fully paid for roads, water mains and sewer mains, the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement, less a 10% retainage until all of the water mains, sewer mains and road construction is completed and accepted by the City. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.
3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, excluding the portion to be paid to City which shall be paid first, as described above.
4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.
5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e.,

no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund ("MSF") and/or the Michigan Department of Environment, Great Lakes and Energy ("MEGLE").

6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiv. Allocation of Base Value and Priority of Reimbursements.

1. The initial taxable value of the Property as of the date of this Agreement is \$903,810, as set forth in the Brownfield Plan Amendment ("Base Value"). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.
2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xv. Adjustments.

1. Until the cost of eligible activities is fully reimbursed, APQ agrees to waive any appeal of any tax assessment or reassessment of any portion of the Property; *provided, however*, that this waiver shall not be binding on any person or entity who acquires title to all or any portion of the Property after the date of this Agreement.
2. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to the City, APQ or any future owner to any tax levying unit of government, the Authority may deduct the amount of any such

reimbursement, including interest and penalties, from any amounts due and owing the City and APQ. If all amounts due the City and APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or APQ, the Authority shall invoice the City and APQ for the amount of such reimbursement and the City and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by the City or APQ pursuant to this Section shall be reinstated as Eligible Activities for which the City and APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xvi. Legislative Authorization.

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

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

w/copy to:

Parmenter Law
601 Terrace Street
Muskegon, Michigan 49440
Attn: City Attorney

Jaffe, Raitt Heuer & Weiss, P.C.
27777 Franklin Rd. Suite 2500
Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

9. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.
10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor,

environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ and City shall survive the termination of this Agreement for a period of one year.
13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ and City intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
14. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, successors, and assigns.
15. **Assignment or Delegation.** Neither party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY 

Name:

Title: Chair

Date: 1-17, 2022 23

BY: _____

Name:

Title: Secretary

Date: _____, 2022

CITY:

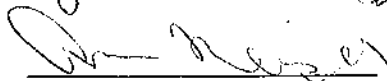
CITY OF MUSKEGON,
a municipal corporation

BY 

Name: Kenneth D. Johnson

Title: Mayor

Date: January 17, 2022 23

BY: 

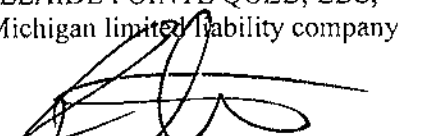
Name: Ann Meisch

Title: Clerk

Date: January 17, 2022 23

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By 

Name: Ryan M. Leestma

Title: Owner

Date: December 19, 2022

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

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

Adelaide Pointe QOZB LLC (1148-1204 West Western)

2nd Amendment

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 14th day of March 2023 at 10:30 a.m., prevailing Eastern Time.

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

ABSENT: Members S. Black, J. Riegler

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

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

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the Adelaide Pointe Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

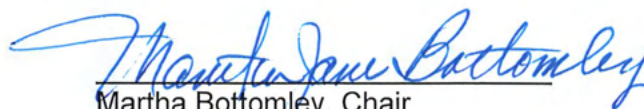
1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment (2nd Amendment) for the Adelaide Pointe Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel to provide a notice of Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").
3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.
4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.
5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.
6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

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

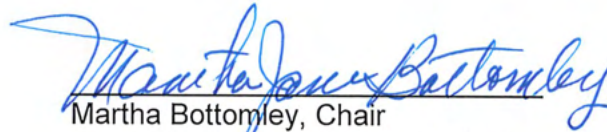
NAYS: None

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on March 14, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

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

Adelaide Pointe Project, **2nd Amendment**

County of Muskegon, Michigan

2023-March 14

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 14th day of March, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement (1st Amendment) to the City Commission requesting its approval of the Development and Reimbursement Agreement (1st Amendment); and

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Kenneth D. Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on March 14, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, 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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023	Title: Housing Board of Appeals, Demolitions
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.	
Detailed Summary & Background: Housing Board of Appeals has deemed 835 W. Forest Ave to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.	
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>	
Amount Requested: BIDS	Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

**EN1900277-835 W Forest Ave
CC MEETING March 14th, 2023**

Jesus C Padilla
1741 Division St
Muskegon, MI 49441

Information:

A complaint was received in 2017 regarding the condition of the home. Owner had a permit in place at the time but allowed that permit to expire without inspection. A Dangerous Building enforcement was opened in April of 2019 due to work taking place without permits. On April 4th, 2019 an All-Trades inspection was completed and a violation list was provided to the owner. On April 10th, 2019 the owner pulled a building permit for Dangerous Building repairs. Permit expired in January 2020. Around this time, a new roof was put on the house without a permit or inspections. Work continued on the house without proper permits or inspections until February 2021 when a new building permit was issued. This permit has since expired. There are 6 expired or closed permits since 2017 for building, plumbing, and mechanical projects. On January 19th, 2022 the owner applied for a new permit which only included new drywall and insulation in the living room, 1 bedroom, the kitchen, and 1 bathroom. Permit expired on 7/18/22. City Commission Tabled case for 30 days in January and February of 2023.

Owner Contact:

- On 12/14/20 a Notice and Order was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 7/18/22 a 10-Day Notice of Hearing was sent and posted.
- On 8/5/22 Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

Owner has been in contact with staff regarding ongoing issues at property. Multiple complaint notices, tickets, and letters sent to owner continuing working without permit. The homeowner's girl friend called three days before the last hearing demanding an all-trades inspection to be done before the hearing on Tuesday. Staff spoke with Mr. Padilla that day and noted to him that an inspection so soon on this property could not be scheduled due to conflicting schedules of the inspectors. He noted that he wasn't worried about getting an inspection on this property. He stated that he needed a rental inspection because he had a sec 8 lined up and would use that money to fix forest. Staff assured him that he would have a rental inspector call and schedule with him.

Additional Information:

- This is a $\frac{3}{4}$ story, 1536 Sq Ft single family home with an unfinished basement.
- SEV & Taxable value: \$29,700
- Built in N/A. Effective age 51 yrs
- Current property taxes due: \$229.99
- Staff estimated cost for interior/exterior repairs at \$30,000
- 13 enforcement actions for grass, trash, working without permits, and brush since 2019
- The structure is in the Nims neighborhood.

Permits obtained:

- Issued 2/10/2021 for new siding on house. 8/9/2021 that permit expired.
- Issued 1/9/2022 for additional insulation. 7/18/2022 that permit expired.
- Issued 8/10/2022 to complete roofing siding and facia. 9/12/2022 that permit expired.







WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: 2 nd Quarter Budget Reforecast	
Submitted By: Kenneth D. Grant		Department: Finance	
Brief Summary: At this time staff is asking for approval of the 2nd Quarter Budget Reforecast for the FY2022-23 budget year.			
Detailed Summary & Background: Summary: Staff has prepared the 2nd Quarter Budget Reforecast a memo outlining some of the highlights is attached and supporting documentation.			
Goal/Focus Area/Action Item Addressed:			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the 2nd Quarter FY2022-23 Budget Reforecast as presented.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

Memo

To: City Commission
From: Finance Director
Date: 2/28/2023
Re: 2nd Quarter Budget Reforecast FY2022-23 - Highlights

GENERAL FUND

Revenues:

Income Tax revenues continue to exceed expectations. So again, we are amending the revenue projection for the current fiscal year to \$10,750,000. The original budget for this year was \$9,300,000.

The Marihuana excise tax payment was significantly larger than expected last year. This year we are scheduled to receive \$622,095. Last year we received \$451,627. This revenue is in our State grant fund 101-0000-540.

Expenses:

We had to increase Police and Fire salaries this quarter.

Police salaries have been increased from \$9,100,000 to \$9,300,000.

Fire salaries have been increased from \$2,700,000 to \$3,000,000.

Both of Police and Fire increases are based on higher salaries and benefit costs along with overtime.

The General Fund will need to transfer \$450,000 to the Marina to eliminate the deficit.

The General Fund will need to transfer an additional \$185,000 to the Engineering Services Fund.

Half way thru the fiscal year the General Fund revenues exceed expenditures by a little more than \$3,000,000. We expect to have some significant expenditures in the second half of fiscal year. By the end of the fiscal year our expenditures and revenues will align closer to each other.

TRINITY HEALTH ARENA FUND

The Arena Director has made some minor tweaks the Arena budget to better track revenue and expenditures.

Last quarter, we requested that the General Fund transfer \$350,000 to Arena. Based on revenue projects thru December 2022 the Arena will still have a deficit of \$350,000 despite transfer request from the 1st quarter. Last year, the General Fund had to transfer \$865,000 to the Arena. We may need to request additional funds in the 3rd Quarter. However, expect more revenue in the third quarter because the arena will be hosting more hockey, arena football, and inside soccer games.

ENGINEERING SERVICES

The Public Works Director has lowered the Interdepartmental Engineering Fees by \$185,000 and is requesting that General Fund cover to lost in revenue with a transfer.

MARINA FUND

The Public Works Director has slightly increased the contractual services due to electrical rate increases.

The Marina fund a \$450,000 transfer from to General fund to eliminate the deficit balance. The deficit elimination plan has been filed with the State of Michigan.

02/13/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON
PERIOD ENDING 12/31/2022
THIS REPORT COMPARES CY ACTUAL REVENUES/EXPENSES WITH BUDGETED AMOUNTS AND WITH PRIOR YEAR ACTUALS

GL NUMBER	DESCRIPTION	END BALANCE	2022-23	YTD BALANCE	YTD BALANCE	2022-23
		06/30/2022	ORIGINAL BUDGET	12/31/2022	12/31/2021	AMENDED BUDGET
Fund 101 - GENERAL						
Revenues						
Dept 000						
TAXES & SPECIAL ASSESSMENTS						
101-000-402	PROPERTY TAX	5,955,859.48	6,275,000.00	0.00	508,720.80	6,275,000.00
101-000-432	IN LIEU OF TAX	126,266.30	132,022.00	0.00	0.00	132,022.00
101-000-436	PROPERTY TAX SANITATION	1,772,209.09	1,875,000.00	0.00	151,409.26	1,875,000.00
101-000-437	IFT/CFT TAX	155,353.45	175,000.00	0.00	0.00	175,000.00
101-000-438	INCOME TAX	10,002,623.19	9,300,000.00	5,248,369.41	4,189,913.88	10,750,000.00
101-000-451	SPECIAL ASSESSMENTS	252,816.20	200,000.00	20,546.50	29,594.45	200,000.00
TAXES & SPECIAL ASSESSMENTS		18,265,127.71	17,957,022.00	5,268,915.91	4,879,638.39	19,407,022.00
LICENSES & PERMITS						
101-000-476-004202	BUSINESS LICENSES & PERMITS	43,875.00	50,000.00	6,100.00	9,015.00	50,000.00
101-000-476-004217	SHORT TERM RENTALS	9,110.00	10,000.00	3,040.00	1,430.00	10,000.00
101-000-476-004642	LIEN LOOK UPS	16,806.00	12,000.00	6,690.00	8,886.00	12,000.00
101-000-477	CABLE TV LICENSES OR FEES	369,420.36	370,000.00	89,217.54	94,383.35	370,000.00
101-000-478	LIQUOR LICENSES & TAX REBATE	59,849.05	60,000.00	40,907.35	45,615.30	60,000.00
101-000-480-004207	CEMETERY-BURIAL PERMITS	69,200.00	75,000.00	32,610.00	36,840.00	75,000.00
101-000-480-004649	CEMETERY-MISC. INCOME	32,614.70	40,000.00	11,260.03	21,155.04	40,000.00
101-000-480-004657	COLUMBARIUM NICHE	0.00	0.00	900.00	0.00	1,000.00
101-000-481	BUILDING PERMITS	755,346.47	810,000.00	539,289.60	388,012.72	810,000.00
101-000-482	ELECTRICAL PERMITS	172,505.81	195,000.00	91,404.75	86,874.81	195,000.00
101-000-483	PLUMBING PERMITS	87,561.70	105,000.00	49,062.25	45,924.50	105,000.00
101-000-484	HEATING PERMITS	130,774.78	146,000.00	64,939.07	65,336.76	146,000.00
101-000-486	RENTAL PROPERTY REGISTRATION	383,148.00	375,000.00	197,535.00	171,980.00	375,000.00
101-000-487	TEMPORARY LIQUOR LICENSE	5,205.00	5,000.00	2,253.75	1,210.00	5,000.00
101-000-488	MARIHUANA FACILITIES LICENSE	175,500.00	195,000.00	81,337.38	74,400.00	195,000.00
101-000-495	VACANT BUILDING FEE	24,585.00	30,000.00	2,700.00	23,085.00	30,000.00
101-000-684-004800	MISC. & SUNDRY	324,396.36	12,000.00	36,472.64	8,302.43	100,000.00
LICENSES & PERMITS		2,659,898.23	2,490,000.00	1,255,719.36	1,082,450.91	2,579,000.00
FEDERAL GRANTS						
101-000-502	FEDERAL GRANTS	291,918.20	250,000.00	60,777.02	120,403.47	250,000.00
FEDERAL GRANTS		291,918.20	250,000.00	60,777.02	120,403.47	250,000.00
STATE GRANTS						
101-000-540	STATE GRANTS	463,596.16	460,000.00	49,608.75	7,998.24	630,000.00
101-000-542	STATE REPLACEMENT REV FOR PPT	928,806.35	900,000.00	0.00	0.00	900,000.00
STATE GRANTS		1,392,402.51	1,360,000.00	49,608.75	7,998.24	1,530,000.00
STATE SHARED						
101-000-549	STATE CVTRS/EVIP PAYMENTS	1,195,945.00	1,315,540.00	211,283.00	199,324.00	1,315,540.00
101-000-574	STATE SALES TAX CONSTITUTIONAL	3,891,642.00	3,488,013.00	726,424.00	666,512.00	3,748,408.00

STATE SHARED		5,087,587.00	4,803,553.00	937,707.00	865,836.00	5,063,948.00
CHARGES FOR SERVICE						
101-000-603	CITY SERVICE FOR ENTERPRISE FUNDS	530,519.04	530,519.00	265,259.52	265,259.52	530,519.00
101-000-604	TAX COLLECTION FEE	389,160.72	386,000.00	35,235.00	35,017.50	386,000.00
101-000-606-004604	GARBAGE COLLECTION	63,290.89	50,000.00	35,726.16	5,146.18	50,000.00
101-000-614-004617	REIMBURSEMENT INCOME	6,421.73	7,000.00	90.00	5,894.20	7,000.00
101-000-615-004615	POLICE DEPARTMENT INCOME	219,741.56	210,000.00	34,687.42	49,693.63	210,000.00
101-000-615-004648	FALSE ALARM FEES/POLICE	7,785.00	7,000.00	2,835.00	4,455.00	7,000.00
101-000-615-004806	BIKE/PROPERTY AUCTIONS-POLICE	4,872.49	500.00	1,100.00	296.49	1,100.00
101-000-616	FIRE PROTECTION-STATE PROP	101,157.53	119,574.00	99,233.06	101,157.53	99,233.06
101-000-617	ZONING & ENCROACHMENT FEES	17,280.00	17,300.00	7,440.00	7,940.00	17,300.00
101-000-618-004622	MISC. CLERK FEES	32,493.37	2,000.00	3,950.68	8,074.81	5,000.00
101-000-618-004634	PASSPORTS	45,480.00	50,000.00	29,280.00	22,075.00	50,000.00
101-000-620-004619	MISC. SALES AND SERVICES	33,531.50	22,000.00	35,479.88	9,695.50	40,000.00
101-000-620-004660	MISC RECREATION INCOME	22,041.85	12,000.00	4,046.87	4,207.85	12,000.00
101-000-626-004631	REIMBURSEMENT SCHOOL OFFICER	27,685.30	27,000.00	11,627.80	11,074.12	27,000.00
101-000-626-004651	REIMBURSEMENT LOT MOWING	0.00	5,000.00	0.00	0.00	5,000.00
101-000-626-004659	CODE ENFORCEMENT LABOR	25,783.00	30,000.00	20,825.00	16,089.00	30,000.00
101-000-626-004666	SNOW PLOWING -DOWNTOWN BID	55,239.06	70,000.00	0.00	20,239.06	70,000.00
101-000-626-004672	SAFEBUILT LOT MOWING	2,049.00	5,000.00	2,093.00	1,306.00	5,000.00
101-000-626-004676	SAFEBUILT - TRASH PICKUP	986.00	2,500.00	796.00	806.00	2,500.00
101-000-629	REIMBURSEMENT ELECTIONS	2,463.76	0.00	25.00	2,385.66	0.00
101-000-630	INDIRECT COST ALLOCATION	1,440,115.92	1,587,749.00	793,874.58	720,057.96	1,587,749.00
101-000-631	PROCUREMENT CARD REBATE	65,068.98	65,069.00	0.00	0.00	65,069.00
101-000-633	SPECIAL EVENTS REIMBURSEMENT	22,620.67	27,000.00	28,288.06	11,999.67	28,288.06
101-000-634	CEMETERY SALE OF LOTS	33,492.53	40,000.00	18,280.50	16,330.04	40,000.00
101-000-636	REIMBURSEMENT LOT CLEAN UP	0.00	2,000.00	0.00	0.00	2,000.00
101-000-640	TAX ABATEMENT APPLICATION FEES	7,280.00	14,400.00	50.00	5,050.00	14,400.00
101-000-642-004652	MUSK HEIGHTS ZONING	2,310.00	15,000.00	0.00	2,310.00	15,000.00
101-000-642-004654	FIRE RESPONSE FEE	4,500.00	10,000.00	2,000.00	2,000.00	10,000.00
101-000-643-004625	MISC. TREAS. FEES	59,814.63	30,000.00	8,938.44	7,522.54	30,000.00
101-000-643-004818	RECOVERY OF BAD DEBT	3,052.50	3,000.00	110.00	1,490.00	3,000.00
101-000-647-004635	START UP CHARGE/REFUSE	8,476.00	7,000.00	3,465.00	3,190.00	7,000.00
101-000-647-004636	REFUSE BAG & BULK SALES	40,364.85	30,000.00	19,416.00	19,408.85	30,000.00
101-000-647-004637	APPLIANCE STICKER	0.00	100.00	0.00	0.00	100.00
101-000-647-004638	MISC. SALES CHARGE/REFUSE	338,905.88	475,000.00	226,857.38	169,252.50	475,000.00
101-000-651	ADMINISTRATION FEES	309,999.84	310,000.00	154,999.92	154,999.92	310,000.00
101-000-652-004644	DOWNTOWN PARKING	150.00	0.00	0.00	100.00	0.00
101-000-652-004655	PAID PARKING - BEACH	837,124.75	730,000.00	459,173.95	528,792.75	800,000.00
101-000-659-004656	SITE PLAN REVIEW	10,900.00	10,000.00	5,000.00	7,900.00	10,000.00
101-000-659-004658	IMPOUND FEES	37,902.66	40,000.00	16,215.00	18,102.66	40,000.00
101-000-659-004679	CODE ENFORCEMENT ADMIN	24,773.00	30,000.00	15,146.00	16,383.00	30,000.00
101-000-667-004669	SMITH RYERSON	25,971.50	15,000.00	7,866.75	10,696.25	15,000.00
101-000-667-004670	PICNIC SHELTER	13,037.75	10,000.00	4,177.00	4,656.50	10,000.00
101-000-667-004671	MCGRAFT PARK	92,841.39	65,000.00	112,468.86	77,099.94	140,000.00
101-000-667-004673	RENTAL - CENTRAL DISPATCH	353,578.91	480,708.00	236,829.15	248,918.90	480,708.00
101-000-667-004674	RENTAL - CITY HALL	25,450.14	15,000.00	12,346.66	11,103.48	15,000.00
101-000-667-004677	RENT	2,000.00	0.00	0.00	2,000.00	0.00
101-000-671	LEASE BILLBOARDS	2,400.00	6,800.00	0.00	0.00	6,800.00
101-000-681	DOWNTOWN SOCIAL DISTRICT	79,102.05	100,000.00	35,550.00	66,952.05	100,000.00
101-000-692-004661	LEASE GREAT LAKES NAVAL MEMORIAL	0.00	15,000.00	0.00	0.00	15,000.00
CHARGES FOR SERVICE		5,429,215.75	5,687,219.00	2,750,783.64	2,677,130.06	5,834,766.12

FINES & PENALTIES						
101-000-607-004758	CRITICAL DUNE FEES	10,504.60	5,500.00	0.00	3,300.00	5,500.00
101-000-607-004759	STORM WATER FEES	6,000.00	10,000.00	18,000.00	4,000.00	25,000.00
101-000-608	COURT FEES	74,788.50	90,000.00	25,014.91	33,478.54	90,000.00
101-000-656	TRAFFIC FINES & FEES	249,725.00	250,000.00	106,256.50	183,312.00	250,000.00
101-000-657-004702	DELINQUENT FEES	17,878.15	20,000.00	0.00	0.00	20,000.00
101-000-657-004704	PENALTIES/INTEREST/FINES	13,827.83	13,400.00	8,688.27	6,991.14	13,400.00
101-000-657-004706	LATE FEE ON INVOICES OVER 45 DAYS	3,949.00	6,000.00	1,971.00	2,144.00	6,000.00
101-000-657-004708	LATE FEE ON RENTAL REGISTRATION	19,967.00	18,700.00	16,335.00	12,752.00	18,700.00
101-000-657-004751	CIVIL INFRACTIONS	31,331.95	23,500.00	12,622.30	13,796.50	23,500.00
101-000-657-004802	REIMB:DEMOS AND BOARD-UPS	6,743.28	45,000.00	995.00	245.00	45,000.00
101-000-657-004803	CDBG PROGRAM REIMBURSEMENTS	405,525.54	393,910.00	0.00	0.00	393,910.00
101-000-665-004701	INCOME TAX-PENALTY & INTEREST	189,868.32	230,000.00	145,882.35	75,450.17	230,000.00
101-000-665-004970	INTEREST INCOME	254,523.70	100,000.00	252,355.22	35,919.10	325,000.00
FINES & PENALTIES		1,284,632.87	1,206,010.00	588,120.55	371,388.45	1,446,010.00
CONTRIBUTIONS & MISCELLANEOUS						
101-000-645	FISHERMANS LANDING REIMBURSEMENT	28,038.77	25,000.00	0.00	0.00	25,000.00
101-000-674-004805	CONTRIBUTIONS	132,348.63	130,000.00	3,875.51	103,920.64	130,000.00
101-000-674-004821	CONTRIBUTIONS/GRANTS	87,773.00	75,000.00	0.00	54,500.00	75,000.00
101-000-674-004825	CONTRIBUTIONS - VETERAN'S PARK MAINT	16,888.58	18,500.00	0.00	40.00	18,500.00
101-000-674-004828	DONATION - POLICE DEPT	3,447.20	0.00	0.00	825.00	0.00
101-000-675	COMMUNITY FOUNDATION GRANT - MCGRIFT PAR	10,690.93	10,000.00	0.00	0.00	10,885.00
101-000-677-004808	SALE OF PROPERTY AND EQUIPMENT	356.48	0.00	0.00	0.00	0.00
101-000-678	GRANT: COMMUNITY FOUNDATION	0.00	25,534.00	0.00	0.00	25,534.00
101-000-683-004816	CONTRIBUTIONS/MARIHUANA STREET LIGHTS	43,578.00	67,000.00	0.00	39,208.00	67,000.00
101-000-683-004820	MARIHUANA CONTRIBUTIONS	2,000.00	12,000.00	11,000.00	0.00	12,000.00
101-000-689	CASH OVER/SHORT	3.70	0.00	0.00	3.70	0.00
CONTRIBUTIONS & MISCELLANEOUS		325,125.29	363,034.00	14,875.51	198,497.34	363,919.00
INTEREST & OPERATING TRANSFERS						
101-000-669	GAIN ON INVESTMENT	(918,391.50)	0.00	(423,621.56)	(148,173.17)	(450,000.00)
101-000-696-004963	LOAN PROCEEDS	1,370,873.00	0.00	0.00	1,370,873.00	0.00
101-000-699	OPERATING TRANSFERS IN	6,123,548.66	4,105,000.00	2,772,257.05	25,000.02	4,706,500.00
INTEREST & OPERATING TRANSFERS		6,576,030.16	4,105,000.00	2,348,635.49	1,247,699.85	3,988,320.00
						8,244,820.00
Total Dept 000		41,311,937.72	38,221,838.00	13,275,143.23	11,451,042.71	43,189,485.12
Dept 172 - CITY MANAGER						
LICENSES & PERMITS						
101-172-684-004800	MISC. & SUNDRY	126.01	0.00	8.99	0.00	0.00
LICENSES & PERMITS		126.01	0.00	8.99	0.00	0.00
Total Dept 172 - CITY MANAGER						0.00
Dept 202 - FINANCE ADMINSTRATION						
LICENSES & PERMITS						
101-202-684-004800	MISC. & SUNDRY	174.70	0.00	26.57	0.00	0.00
LICENSES & PERMITS		174.70	0.00	26.57	0.00	0.00
Total Dept 202 - FINANCE ADMINSTRATION						0.00

Dept 215 - CITY CLERK						
LICENSES & PERMITS						
101-215-684-004800	MISC. & SUNDRY	146.99	0.00	18.01	0.00	0.00
LICENSES & PERMITS		146.99	0.00	18.01	0.00	0.00

Total Dept 215 - CITY CLERK		146.99	0.00	18.01	0.00	0.00
Dept 265 - CITY HALL MAINTENANCE						
LICENSES & PERMITS						
101-265-684-004800	MISC. & SUNDRY	33.05	0.00	4.51	0.00	0.00
LICENSES & PERMITS		33.05	0.00	4.51	0.00	0.00

Total Dept 265 - CITY HALL MAINTENANCE		33.05	0.00	4.51	0.00	0.00
Dept 269 - INSURANCE SERVICES						
LICENSES & PERMITS						
101-269-684-004800	MISC. & SUNDRY	39.59	0.00	5.40	0.00	0.00
LICENSES & PERMITS		39.59	0.00	5.40	0.00	0.00

Total Dept 269 - INSURANCE SERVICES		39.59	0.00	5.40	0.00	0.00
Dept 301 - FIRE INSPECTION SERVICES						
LICENSES & PERMITS						
101-301-684-004800	MISC. & SUNDRY	1,439.65	0.00	180.06	0.00	0.00
LICENSES & PERMITS		1,439.65	0.00	180.06	0.00	0.00

Total Dept 301 - FIRE INSPECTION SERVICES		1,439.65	0.00	180.06	0.00	0.00
Dept 336 - FIRE DEPARTMENT						
LICENSES & PERMITS						
101-336-684-004800	MISC. & SUNDRY	65.99	0.00	9.01	0.00	0.00
LICENSES & PERMITS		65.99	0.00	9.01	0.00	0.00

Total Dept 336 - FIRE DEPARTMENT		65.99	0.00	9.01	0.00	0.00
Dept 387 - FIRE INSPECTION SERVICES						
LICENSES & PERMITS						
101-387-684-004800	MISC. & SUNDRY	131.99	0.00	18.01	0.00	0.00
LICENSES & PERMITS		131.99	0.00	18.01	0.00	0.00

Total Dept 387 - FIRE INSPECTION SERVICES		131.99	0.00	18.01	0.00	0.00
Dept 521 - SANITATION						
LICENSES & PERMITS						
101-521-684-004800	MISC. & SUNDRY	13.17	0.00	1.79	0.00	0.00
LICENSES & PERMITS		13.17	0.00	1.79	0.00	0.00

Total Dept 521 - SANITATION		13.17	0.00	1.79	0.00	0.00
Dept 701 - PLANNING						
LICENSES & PERMITS						
101-701-684	MISC. & SUNDRY	82.50	0.00	11.27	0.00	0.00
LICENSES & PERMITS		82.50	0.00	11.27	0.00	0.00

Total Dept 701 - PLANNING		82.50	0.00	11.27	0.00	0.00
Dept 772 - PAID BEACH PARKING						
LICENSES & PERMITS						
101-772-684-004800	MISC. & SUNDRY	0.52	0.00	0.00	0.00	0.00
LICENSES & PERMITS		0.52	0.00	0.00	0.00	0.00
Total Dept 772 - PAID BEACH PARKING		0.52	0.00	0.00	0.00	0.00
TOTAL REVENUES		41,314,191.88	38,221,838.00	13,275,426.85	11,451,042.71	43,189,485.12

Expenditures						
Dept 101 - CITY COMMISSION						
SALARIES & BENEFITS						
101-101-702	BUDGETED SALARIES & BENEFITS	0.00	84,046.00	0.00	0.00	84,046.00
101-101-703	SALARY PERMANENT	13,954.97	0.00	6,737.06	6,315.05	0.00
101-101-705	TEMPORARY SALARY	48,774.88	0.00	24,550.96	23,006.54	0.00
101-101-708	VACATION PAY	3,097.67	0.00	345.25	300.83	0.00
101-101-709	LONGEVITY PAY	375.02	0.00	187.51	187.51	0.00
101-101-710	PERSONAL & OTHER LEAVE	122.68	0.00	56.95	55.83	0.00
101-101-711	HOLIDAY PAY	771.91	0.00	398.59	390.41	0.00
101-101-712	RETIREE HEALTHCARE - GENERAL	5,486.96	0.00	2,590.05	2,390.89	0.00
101-101-714	MERS RETIREMENT SYSTEM	1,632.62	0.00	770.68	711.40	0.00
101-101-717	HEALTH INSURANCE	3,711.93	0.00	2,074.52	1,992.45	0.00
101-101-718	LIFE INSURANCE	64.73	0.00	35.86	32.92	0.00
101-101-719	DENTAL INSURANCE	234.16	0.00	126.12	126.06	0.00
101-101-721	DISABILITY INSURANCE	54.05	0.00	30.41	27.99	0.00
101-101-722	SOCIAL SECURITY	5,021.73	0.00	2,681.26	2,505.91	0.00
101-101-723	WORKERS' COMPENSATION	184.65	0.00	90.80	90.02	0.00
101-101-724	UNEMPLOYMENT	71.40	0.00	190.82	0.00	0.00
SALARIES & BENEFITS		83,559.36	84,046.00	40,866.84	38,133.81	84,046.00
SUPPLIES						
101-101-727	BUDGETED SUPPLIES	0.00	9,880.00	349.45	0.00	9,880.00
101-101-728	OFFICE SUPPLIES	1,896.92	0.00	161.98	330.15	0.00
101-101-730	PUBLICATIONS & MEMBERSHIPS	140.00	0.00	10,237.50	140.00	0.00
SUPPLIES		2,036.92	9,880.00	10,748.93	470.15	9,880.00
OTHER EXPENSES						
101-101-778	BUDGETED OTHER EXPENSES	0.00	13,870.00	530.44	0.00	13,870.00
101-101-861	CONFERENCE, TRAINING AND TRAVEL	1,134.98	0.00	5,195.84	868.98	0.00
OTHER EXPENSES		1,134.98	13,870.00	5,726.28	868.98	13,870.00
CONTRACTUAL SERVICES						
101-101-801	CONTRACTUAL SERVICES	14,400.00	14,630.00	7,879.90	0.00	14,630.00
101-101-810	PUBLIC RELATIONS	3,140.02	0.00	246.90	1,003.44	0.00
101-101-902	PRINTING	438.60	0.00	105.40	69.10	0.00
101-101-903	ADVERTISING	5.00	0.00	66.19	0.00	0.00
CONTRACTUAL SERVICES		17,983.62	14,630.00	8,298.39	1,072.54	14,630.00
CAPITAL OUTLAYS						

101-101-971	BUDGETED CAPITAL OUTLAYS	0.00	3,534.00	0.00	0.00	3,534.00
101-101-980	COMPUTER HARDWARE & SOFTWARE	2,265.28	0.00	111.95	521.71	0.00
CAPITAL OUTLAYS		2,265.28	3,534.00	111.95	521.71	3,534.00
Total Dept 101 - CITY COMMISSION		106,980.16	125,960.00	65,752.39	41,067.19	125,960.00
Dept 103 - CITY PROMOTIONS & PUBLIC RELATIONS						
SUPPLIES						
101-103-730	PUBLICATIONS & MEMBERSHIPS	10,000.00	0.00	0.00	0.00	0.00
101-103-749	MISCELLANEOUS MATERIAL & SUPPLIES	636.50	0.00	0.00	6,290.65	0.00
SUPPLIES		10,636.50	0.00	0.00	6,290.65	0.00
CONTRACTUAL SERVICES						
101-103-801	CONTRACTUAL SERVICES	4,079.16	76,000.00	4,079.57	5,154.50	76,000.00
101-103-810	PUBLIC RELATIONS	50,366.50	0.00	74,086.30	27,606.71	0.00
101-103-902	PRINTING	0.00	0.00	0.00	63.60	0.00
101-103-903	ADVERTISING	1,599.80	0.00	50.00	1,579.80	0.00
CONTRACTUAL SERVICES		56,045.46	76,000.00	78,215.87	34,404.61	76,000.00
Total Dept 103 - CITY PROMOTIONS & PUBLIC RELATIONS		66,681.96	76,000.00	78,215.87	40,695.26	76,000.00
Dept 172 - CITY MANAGER						
SALARIES & BENEFITS						
101-172-702	BUDGETED SALARIES & BENEFITS	0.00	518,971.00	0.00	0.00	518,971.00
101-172-703	SALARY PERMANENT	250,092.54	0.00	77,116.99	124,884.52	0.00
101-172-708	VACATION PAY	69,659.67	0.00	4,510.60	5,126.07	0.00
101-172-709	LONGEVITY PAY	1,713.44	0.00	600.00	862.49	0.00
101-172-710	PERSONAL & OTHER LEAVE	1,950.33	0.00	645.73	613.98	0.00
101-172-711	HOLIDAY PAY	12,508.91	0.00	4,222.49	6,411.74	0.00
101-172-712	RETIREE HEALTHCARE - GENERAL	24,412.00	0.00	9,870.62	11,016.75	0.00
101-172-714	MERS RETIREMENT SYSTEM	43,359.18	0.00	8,360.78	19,265.55	0.00
101-172-717	HEALTH INSURANCE	11,830.86	0.00	8,710.31	5,977.19	0.00
101-172-718	LIFE INSURANCE	1,282.91	0.00	379.11	622.27	0.00
101-172-719	DENTAL INSURANCE	2,608.99	0.00	899.86	1,385.05	0.00
101-172-721	DISABILITY INSURANCE	868.28	0.00	292.61	324.15	0.00
101-172-722	SOCIAL SECURITY	22,668.79	0.00	6,957.62	8,576.32	0.00
101-172-723	WORKERS' COMPENSATION	4,382.94	0.00	1,433.00	2,126.02	0.00
101-172-724	UNEMPLOYMENT	185.47	0.00	122.90	0.00	0.00
SALARIES & BENEFITS		447,524.31	518,971.00	124,122.62	187,192.10	518,971.00
SUPPLIES						
101-172-727	BUDGETED SUPPLIES	0.00	7,885.00	0.00	0.00	7,885.00
101-172-728	OFFICE SUPPLIES	312.22	0.00	62.50	251.15	0.00
101-172-730	PUBLICATIONS & MEMBERSHIPS	3,094.50	0.00	1,720.58	1,465.50	0.00
101-172-731	POSTAGE	246.77	0.00	20.82	179.30	0.00
SUPPLIES		3,653.49	7,885.00	1,803.90	1,895.95	7,885.00
OTHER EXPENSES						
101-172-778	BUDGETED OTHER EXPENSES	0.00	9,120.00	0.00	0.00	9,120.00
101-172-861	CONFERENCE, TRAINING AND TRAVEL	15,900.70	0.00	5,986.27	10,242.19	0.00
OTHER EXPENSES		15,900.70	9,120.00	5,986.27	10,242.19	9,120.00
CONTRACTUAL SERVICES						

101-172-776	COPY MACHINE CHARGES	5,753.60	0.00	2,453.49	2,627.60	0.00
101-172-801	CONTRACTUAL SERVICES	12,800.00	34,580.00	496.68	0.00	34,580.00
101-172-810	PUBLIC RELATIONS	0.00	0.00	7,568.35	0.00	0.00
101-172-850	TELEPHONE	1,572.29	0.00	646.42	753.32	0.00
101-172-902	PRINTING	77.00	0.00	179.90	77.00	0.00
101-172-903	ADVERTISING	1,303.70	0.00	9,125.00	155.20	0.00
CONTRACTUAL SERVICES		21,506.59	34,580.00	20,469.84	3,613.12	34,580.00
CAPITAL OUTLAYS						
101-172-971	BUDGETED CAPITAL OUTLAYS	0.00	8,740.00	0.00	0.00	8,740.00
101-172-979	OFFICE FURNITURE&EQUIPMENT	0.00	0.00	3,718.65	0.00	0.00
101-172-980	COMPUTER HARDWARE & SOFTWARE	2,413.82	0.00	4,243.91	228.00	0.00
101-172-985	OFFICE FURNITURE&EQUIPMENT REPAIR	0.00	0.00	4,131.88	0.00	0.00
CAPITAL OUTLAYS		2,413.82	8,740.00	12,094.44	228.00	8,740.00
Total Dept 172 - CITY MANAGER		490,998.91	579,296.00	164,477.07	203,171.36	579,296.00
Dept 202 - FINANCE ADMINSTRATION						
SALARIES & BENEFITS						
101-202-702	BUDGETED SALARIES & BENEFITS	0.00	547,912.00	0.00	0.00	547,912.00
101-202-703	SALARY PERMANENT	296,742.04	0.00	141,039.54	137,626.45	0.00
101-202-707	OVERTIME	7,829.90	0.00	3,780.09	3,809.99	0.00
101-202-708	VACATION PAY	48,326.45	0.00	15,465.40	8,077.04	0.00
101-202-709	LONGEVITY PAY	1,350.00	0.00	750.00	600.00	0.00
101-202-710	PERSONAL & OTHER LEAVE	3,242.21	0.00	0.00	636.84	0.00
101-202-711	HOLIDAY PAY	15,757.53	0.00	14,141.19	8,234.11	0.00
101-202-712	RETIREE HEALTHCARE - GENERAL	51,586.58	0.00	24,912.39	22,654.45	0.00
101-202-714	MERS RETIREMENT SYSTEM	18,701.08	0.00	10,804.91	9,155.74	0.00
101-202-717	RX CLAIMS (ACTIVE)	34,012.29	0.00	20,417.50	16,828.57	0.00
101-202-718	LIFE INSURANCE	1,404.18	0.00	811.61	706.27	0.00
101-202-719	DENTAL INSURANCE	3,435.82	0.00	1,922.37	1,773.56	0.00
101-202-721	DISABILITY INSURANCE	1,149.29	0.00	599.50	573.49	0.00
101-202-722	SOCIAL SECURITY	27,113.48	0.00	13,995.31	12,619.68	0.00
101-202-723	WORKERS' COMPENSATION	1,564.51	0.00	775.27	730.89	0.00
101-202-724	UNEMPLOYMENT	260.48	0.00	0.00	5.40	0.00
SALARIES & BENEFITS		512,475.84	547,912.00	249,415.08	224,032.48	547,912.00
SUPPLIES						
101-202-727	BUDGETED SUPPLIES	0.00	3,325.00	0.00	0.00	3,325.00
101-202-728	OFFICE SUPPLIES	2,418.15	0.00	1,320.58	1,199.02	0.00
101-202-730	PUBLICATIONS & MEMBERSHIPS	410.00	0.00	0.00	410.00	0.00
101-202-731	POSTAGE	1,398.38	0.00	1,018.23	595.41	0.00
101-202-753	COMPUTER SUPPLIES	0.00	0.00	12.99	0.00	0.00
SUPPLIES		4,226.53	3,325.00	2,351.80	2,204.43	3,325.00
OTHER EXPENSES						
101-202-778	BUDGETED OTHER EXPENSES	0.00	1,425.00	0.00	0.00	1,425.00
101-202-861	CONFERENCE, TRAINING AND TRAVEL	1,452.04	0.00	2,171.64	829.65	0.00
OTHER EXPENSES		1,452.04	1,425.00	2,171.64	829.65	1,425.00
CONTRACTUAL SERVICES						
101-202-776	COPY MACHINE CHARGES	3,695.84	0.00	1,604.47	1,641.33	0.00
101-202-801	CONTRACTUAL SERVICES	31,949.28	90,250.00	7,151.34	11,261.50	90,250.00

101-202-803	AUDIT FEES	58,845.00	0.00	41,640.00	41,755.00	0.00
101-202-850	TELEPHONE	4,438.30	0.00	1,127.68	1,684.39	0.00
101-202-902	PRINTING	1,894.12	0.00	0.00	0.00	0.00
101-202-903	ADVERTISING	322.18	0.00	0.00	0.00	0.00
101-202-963	BANK CHARGES	20,498.42	0.00	337.85	9,222.81	0.00
CONTRACTUAL SERVICES		121,643.14	90,250.00	51,861.34	65,565.03	90,250.00
CAPITAL OUTLAYS						
101-202-971	BUDGETED CAPITAL OUTLAYS	0.00	4,750.00	0.00	0.00	4,750.00
101-202-980	COMPUTER HARDWARE & SOFTWARE	2,745.85	0.00	12.86	1,011.21	0.00
CAPITAL OUTLAYS		2,745.85	4,750.00	12.86	1,011.21	4,750.00
Total Dept 202 - FINANCE ADMINSTRATION		642,543.40	647,662.00	305,812.72	293,642.80	647,662.00
Dept 203 - PENSION ADMINISTRATION						
SALARIES & BENEFITS						
101-203-714	MERS RETIREMENT SYSTEM	2,908,506.48	3,393,940.00	1,327,898.64	1,454,253.24	3,393,940.00
SALARIES & BENEFITS		2,908,506.48	3,393,940.00	1,327,898.64	1,454,253.24	3,393,940.00
Total Dept 203 - PENSION ADMINISTRATION		2,908,506.48	3,393,940.00	1,327,898.64	1,454,253.24	3,393,940.00
Dept 205 - INCOME TAX						
SALARIES & BENEFITS						
101-205-702	BUDGETED SALARIES & BENEFITS	0.00	315,054.00	0.00	0.00	315,054.00
101-205-703	SALARY PERMANENT	146,514.85	0.00	78,941.64	57,726.63	0.00
101-205-708	VACATION PAY	17,661.22	0.00	7,616.82	13,903.15	0.00
101-205-709	LONGEVITY PAY	1,050.00	0.00	600.00	450.00	0.00
101-205-710	PERSONAL & OTHER LEAVE	1,785.26	0.00	1,992.54	959.29	0.00
101-205-711	HOLIDAY PAY	8,024.48	0.00	4,721.63	3,641.40	0.00
101-205-712	RETIREE HEALTHCARE - GENERAL	22,759.38	0.00	9,775.74	14,280.31	0.00
101-205-714	MERS RETIREMENT SYSTEM	13,976.81	0.00	9,357.51	6,033.78	0.00
101-205-717	RX CLAIMS (ACTIVE)	37,031.28	0.00	23,384.85	17,752.02	0.00
101-205-718	LIFE INSURANCE	505.59	0.00	313.16	240.90	0.00
101-205-719	DENTAL INSURANCE	3,128.63	0.00	1,771.47	1,613.23	0.00
101-205-721	DISABILITY INSURANCE	610.93	0.00	370.26	304.25	0.00
101-205-722	SOCIAL SECURITY	12,680.86	0.00	7,492.14	6,289.30	0.00
101-205-723	WORKERS' COMPENSATION	747.93	0.00	415.58	369.75	0.00
101-205-724	UNEMPLOYMENT	237.13	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		266,714.35	315,054.00	146,753.34	123,564.01	315,054.00
SUPPLIES						
101-205-727	BUDGETED SUPPLIES	0.00	13,300.00	0.00	0.00	13,300.00
101-205-728	OFFICE SUPPLIES	1,473.42	0.00	446.94	151.10	0.00
101-205-730	PUBLICATIONS & MEMBERSHIPS	40.00	0.00	0.00	0.00	0.00
101-205-731	POSTAGE	8,652.98	0.00	11,859.52	2,033.82	0.00
101-205-753	COMPUTER SUPPLIES	40.84	0.00	0.00	40.84	0.00
SUPPLIES		10,207.24	13,300.00	12,306.46	2,225.76	13,300.00
OTHER EXPENSES						
101-205-778	BUDGETED OTHER EXPENSES	0.00	950.00	562.00	0.00	950.00
101-205-861	CONFERENCE, TRAINING AND TRAVEL	1,187.94	0.00	409.59	0.00	0.00
OTHER EXPENSES		1,187.94	950.00	971.59	0.00	950.00

CONTRACTUAL SERVICES						
101-205-776	COPY MACHINE CHARGES	1,982.29	0.00	780.33	870.77	0.00
101-205-801	CONTRACTUAL SERVICES	115,486.93	95,000.00	36,298.84	48,871.55	95,000.00
101-205-850	TELEPHONE	817.44	0.00	510.00	425.00	0.00
101-205-902	PRINTING	4,534.75	0.00	2,204.87	0.00	0.00
CONTRACTUAL SERVICES		122,821.41	95,000.00	39,794.04	50,167.32	95,000.00
CAPITAL OUTLAYS						
101-205-971	BUDGETED CAPITAL OUTLAYS	0.00	4,750.00	0.00	0.00	4,750.00
101-205-979	OFFICE FURNITURE&EQUIPMENT	149.97	0.00	81.16	0.00	0.00
101-205-980	COMPUTER HARDWARE & SOFTWARE	2,457.34	0.00	69.31	0.00	0.00
CAPITAL OUTLAYS		2,607.31	4,750.00	150.47	0.00	4,750.00
Total Dept 205 - INCOME TAX		403,538.25	429,054.00	199,975.90	175,957.09	429,054.00
Dept 215 - CITY CLERK						
SALARIES & BENEFITS						
101-215-702	BUDGETED SALARIES & BENEFITS	0.00	568,971.00	0.00	0.00	568,971.00
101-215-703	SALARY PERMANENT	298,423.41	0.00	143,859.96	144,464.72	0.00
101-215-705	TEMPORARY SALARY	35,250.77	0.00	39,670.49	22,362.59	0.00
101-215-707	OVERTIME	12,956.87	0.00	9,722.05	5,793.72	0.00
101-215-708	VACATION PAY	27,303.86	0.00	8,929.25	5,409.41	0.00
101-215-709	LONGEVITY PAY	1,350.00	0.00	600.00	600.00	0.00
101-215-710	PERSONAL & OTHER LEAVE	3,395.83	0.00	1,373.87	1,811.90	0.00
101-215-711	HOLIDAY PAY	16,912.05	0.00	8,963.40	8,618.86	0.00
101-215-712	RETIREE HEALTHCARE - GENERAL	41,086.34	0.00	21,050.47	19,872.74	0.00
101-215-714	MERS RETIREMENT SYSTEM	30,892.55	0.00	16,252.08	15,646.56	0.00
101-215-717	HEALTH INSURANCE	56,960.65	0.00	30,752.47	30,520.03	0.00
101-215-718	LIFE INSURANCE	1,276.70	0.00	700.58	654.05	0.00
101-215-719	DENTAL INSURANCE	5,105.14	0.00	2,660.24	2,784.62	0.00
101-215-721	DISABILITY INSURANCE	1,191.73	0.00	656.75	627.18	0.00
101-215-722	SOCIAL SECURITY	25,909.69	0.00	13,937.59	13,058.34	0.00
101-215-723	WORKERS' COMPENSATION	1,619.15	0.00	908.76	821.89	0.00
101-215-724	UNEMPLOYMENT	487.01	0.00	368.29	16.67	0.00
SALARIES & BENEFITS		560,121.75	568,971.00	300,406.25	273,063.28	568,971.00
SUPPLIES						
101-215-727	BUDGETED SUPPLIES	0.00	74,214.00	800.83	0.00	74,214.00
101-215-728	OFFICE SUPPLIES	5,939.91	0.00	2,983.87	1,541.25	0.00
101-215-729	ELECTION SUPPLIES	27,086.87	0.00	17,039.44	25,158.35	0.00
101-215-730	PUBLICATIONS & MEMBERSHIPS	2,763.92	0.00	385.49	1,939.96	0.00
101-215-731	POSTAGE	17,788.84	0.00	23,757.43	5,759.80	0.00
101-215-760	CUSTODIAL SUPPLIES	368.05	0.00	0.00	153.45	0.00
101-215-900	PUBLICATIONS	1,910.93	0.00	0.00	0.00	0.00
SUPPLIES		55,858.52	74,214.00	44,967.06	34,552.81	74,214.00
OTHER EXPENSES						
101-215-778	BUDGETED OTHER EXPENSES	0.00	11,210.00	0.00	0.00	11,210.00
101-215-861	CONFERENCE, TRAINING AND TRAVEL	9,215.77	0.00	867.38	4,312.97	0.00
OTHER EXPENSES		9,215.77	11,210.00	867.38	4,312.97	11,210.00
CONTRACTUAL SERVICES						
101-215-776	COPY MACHINE CHARGES	5,065.57	0.00	4,215.20	1,860.53	0.00

101-215-801	CONTRACTUAL SERVICES	55,887.98	47,234.00	28,483.06	21,151.88	47,234.00
101-215-804	COMPUTER SERVICES	0.00	0.00	58.40	0.00	0.00
101-215-810	PUBLIC RELATIONS	6,392.37	0.00	0.00	6,394.71	0.00
101-215-850	TELEPHONE	3,647.53	0.00	2,080.66	1,624.42	0.00
101-215-902	PRINTING	7,913.16	0.00	0.00	0.00	0.00
101-215-903	ADVERTISING	210.00	0.00	0.00	210.00	0.00
101-215-963	BANK CHARGES	97.35	0.00	0.00	97.35	0.00
CONTRACTUAL SERVICES		79,213.96	47,234.00	34,837.32	31,338.89	47,234.00
CAPITAL OUTLAYS						
101-215-971	BUDGETED CAPITAL OUTLAYS	0.00	4,275.00	0.00	0.00	4,275.00
101-215-979	OFFICE FURNITURE&EQUIPMENT	56.99	0.00	7,549.77	0.00	0.00
101-215-980	COMPUTER HARDWARE & SOFTWARE	4,993.03	0.00	39.48	1,016.42	0.00
101-215-983	EQUIPMENT REPAIR	136.24	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS		5,186.26	4,275.00	7,589.25	1,016.42	4,275.00
Total Dept 215 - CITY CLERK		709,596.26	705,904.00	388,667.26	344,284.37	705,904.00
Dept 228 - INFORMATION SYSTEMS ADMINISTRATION						
SALARIES & BENEFITS						
101-228-702	BUDGETED SALARIES & BENEFITS	0.00	458,530.00	0.00	0.00	458,530.00
101-228-703	SALARY PERMANENT	243,032.12	0.00	112,419.71	112,772.47	0.00
101-228-707	OVERTIME	12,029.90	0.00	3,780.10	4,710.00	0.00
101-228-708	VACATION PAY	75,500.08	0.00	2,391.64	23,152.44	0.00
101-228-709	LONGEVITY PAY	3,357.69	0.00	1,200.00	1,650.00	0.00
101-228-710	PERSONAL & OTHER LEAVE	2,207.13	0.00	542.09	0.00	0.00
101-228-711	HOLIDAY PAY	13,306.27	0.00	6,407.34	6,554.38	0.00
101-228-712	RETIREE HEALTHCARE - GENERAL	93,455.29	0.00	34,857.25	36,871.07	0.00
101-228-714	MERS RETIREMENT SYSTEM	3,843.47	0.00	2,161.94	3,843.47	0.00
101-228-717	HEALTH INSURANCE	47,741.64	0.00	25,538.87	23,560.30	0.00
101-228-718	LIFE INSURANCE	1,273.81	0.00	570.35	661.63	0.00
101-228-719	DENTAL INSURANCE	2,747.89	0.00	1,292.70	1,476.00	0.00
101-228-721	DISABILITY INSURANCE	1,069.15	0.00	466.90	561.67	0.00
101-228-722	SOCIAL SECURITY	25,724.86	0.00	10,112.46	11,805.37	0.00
101-228-723	WORKERS' COMPENSATION	1,465.93	0.00	539.41	676.15	0.00
101-228-724	UNEMPLOYMENT	196.37	0.00	67.45	0.00	0.00
SALARIES & BENEFITS		526,951.60	458,530.00	202,348.21	228,294.95	458,530.00
SUPPLIES						
101-228-727	BUDGETED SUPPLIES	0.00	950.00	0.00	0.00	950.00
101-228-728	OFFICE SUPPLIES	382.87	0.00	66.56	58.93	0.00
101-228-730	PUBLICATIONS & MEMBERSHIPS	36.00	0.00	0.00	16.00	0.00
101-228-749	MISCELLANEOUS MATERIAL & SUPPLIES	709.23	0.00	14.00	111.27	0.00
101-228-753	COMPUTER SUPPLIES	1,591.36	0.00	109.91	1,332.55	0.00
SUPPLIES		2,719.46	950.00	190.47	1,518.75	950.00
OTHER EXPENSES						
101-228-778	BUDGETED OTHER EXPENSES	0.00	14,250.00	0.00	0.00	14,250.00
101-228-861	CONFERENCE, TRAINING AND TRAVEL	4,421.00	0.00	294.00	3,548.00	0.00
OTHER EXPENSES		4,421.00	14,250.00	294.00	3,548.00	14,250.00
CONTRACTUAL SERVICES						
101-228-776	COPY MACHINE CHARGES	197.78	0.00	2.79	126.61	0.00

101-228-801	CONTRACTUAL SERVICES	28,491.26	32,300.00	11,918.81	14,839.31	46,300.00
101-228-804	COMPUTER SERVICES	21,197.05	0.00	21,822.00	21,123.00	0.00
101-228-850	TELEPHONE	7,445.42	0.00	1,210.94	5,535.47	0.00
101-228-963	BANK CHARGES	0.30	0.00	0.00	0.30	0.00
CONTRACTUAL SERVICES		57,331.81	32,300.00	34,954.54	41,624.69	46,300.00
CAPITAL OUTLAYS						
101-228-971	BUDGETED CAPITAL OUTLAYS	0.00	123,500.00	0.00	0.00	123,500.00
101-228-979	OFFICE FURNITURE&EQUIPMENT	737.77	0.00	4,290.80	59.97	0.00
101-228-980	COMPUTER HARDWARE & SOFTWARE	59,770.22	0.00	65,009.90	17,716.78	0.00
CAPITAL OUTLAYS		60,507.99	123,500.00	69,300.70	17,776.75	123,500.00
Total Dept 228 - INFORMATION SYSTEMS ADMINISTRATION		651,931.86	629,530.00	307,087.92	292,763.14	643,530.00
Dept 251 - CONTINGENCY						
OTHER EXPENSES						
101-251-778	BUDGETED OTHER EXPENSES	0.00	47,500.00	0.00	0.00	47,500.00
101-251-965	BAD DEBTS	34,305.05	0.00	0.00	0.00	0.00
OTHER EXPENSES		34,305.05	47,500.00	0.00	0.00	47,500.00
Total Dept 251 - CONTINGENCY		34,305.05	47,500.00	0.00	0.00	47,500.00
Dept 252 - CONTRIBUTIONS						
CONTRACTUAL SERVICES						
101-252-801	BUDGETED CONTRACTUAL SERVICES	0.00	535,285.00	2,200.00	0.00	535,285.00
101-252-956	PAYING AGENT FEES/CONTRIBUTIONS	567,951.50	0.00	255,534.00	298,220.00	0.00
CONTRACTUAL SERVICES		567,951.50	535,285.00	257,734.00	298,220.00	535,285.00
Total Dept 252 - CONTRIBUTIONS		567,951.50	535,285.00	257,734.00	298,220.00	535,285.00
Dept 253 - CITY TREASURER						
SALARIES & BENEFITS						
101-253-702	BUDGETED SALARIES & BENEFITS	0.00	411,592.00	0.00	0.00	411,592.00
101-253-703	SALARY PERMANENT	226,624.27	0.00	129,057.26	103,766.72	0.00
101-253-708	VACATION PAY	21,943.43	0.00	16,323.27	11,891.43	0.00
101-253-709	LONGEVITY PAY	1,650.00	0.00	900.00	900.00	0.00
101-253-710	PERSONAL & OTHER LEAVE	1,842.01	0.00	2,046.92	1,235.38	0.00
101-253-711	HOLIDAY PAY	12,896.84	0.00	7,541.89	6,881.94	0.00
101-253-712	RETIREE HEALTHCARE - GENERAL	20,555.58	0.00	11,797.77	10,946.22	0.00
101-253-714	MERS RETIREMENT SYSTEM	20,486.43	0.00	13,196.18	11,166.63	0.00
101-253-717	HEALTH INSURANCE	74,610.89	0.00	38,843.37	44,246.31	0.00
101-253-718	LIFE INSURANCE	890.67	0.00	554.97	481.94	0.00
101-253-719	DENTAL INSURANCE	4,850.97	0.00	3,065.81	2,659.37	0.00
101-253-721	DISABILITY INSURANCE	1,009.10	0.00	640.21	549.84	0.00
101-253-722	SOCIAL SECURITY	19,716.76	0.00	12,472.23	10,611.36	0.00
101-253-723	WORKERS' COMPENSATION	1,126.87	0.00	681.44	592.50	0.00
101-253-724	UNEMPLOYMENT	374.97	0.00	63.23	5.40	0.00
SALARIES & BENEFITS		408,578.79	411,592.00	237,184.55	205,935.04	411,592.00
SUPPLIES						
101-253-727	BUDGETED SUPPLIES	0.00	76,000.00	0.00	0.00	100,000.00
101-253-728	OFFICE SUPPLIES	3,688.72	0.00	1,475.58	1,630.48	0.00
101-253-730	PUBLICATIONS & MEMBERSHIPS	240.00	0.00	243.00	200.00	0.00

101-253-731	POSTAGE	71,521.46	0.00	48,304.26	31,099.82	0.00
SUPPLIES		75,450.18	76,000.00	50,022.84	32,930.30	100,000.00
OTHER EXPENSES						
101-253-778	BUDGETED OTHER EXPENSES	0.00	1,900.00	0.00	0.00	1,900.00
101-253-861	CONFERENCE, TRAINING AND TRAVEL	1,464.55	0.00	45.00	689.00	0.00
OTHER EXPENSES		1,464.55	1,900.00	45.00	689.00	1,900.00
CONTRACTUAL SERVICES						
101-253-776	COPY MACHINE CHARGES	1,850.36	0.00	610.04	880.58	0.00
101-253-801	CONTRACTUAL SERVICES	536.45	104,500.00	50.41	82.11	104,500.00
101-253-804	COMPUTER SERVICES	13,042.00	0.00	5,489.00	4,345.00	0.00
101-253-850	TELEPHONE	980.93	0.00	510.00	510.00	0.00
101-253-902	PRINTING	31,978.25	0.00	10,691.57	17,204.59	0.00
101-253-957	PARKING TICKET FEES	57,243.54	0.00	0.00	44,430.56	0.00
101-253-963	REFUNDS/RESALES	43,197.34	0.00	21,661.70	24,102.72	0.00
CONTRACTUAL SERVICES		148,828.87	104,500.00	39,012.72	91,555.56	104,500.00
CAPITAL OUTLAYS						
101-253-971	BUDGETED CAPITAL OUTLAYS	0.00	2,850.00	0.00	0.00	3,300.00
101-253-980	COMPUTER HARDWARE & SOFTWARE	3,299.62	0.00	3,261.56	87.19	0.00
CAPITAL OUTLAYS		3,299.62	2,850.00	3,261.56	87.19	3,300.00
Total Dept 253 - CITY TREASURER						
		637,622.01	596,842.00	329,526.67	331,197.09	621,292.00
Dept 257 - CITY ASSESSOR						
SALARIES & BENEFITS						
101-257-702	BUDGETED SALARIES & BENEFITS	0.00	2,678.00	0.00	0.00	2,678.00
101-257-705	TEMPORARY SALARY	1,080.00	0.00	420.00	120.00	0.00
101-257-722	SOCIAL SECURITY	64.26	0.00	22.95	9.18	0.00
101-257-723	WORKERS' COMPENSATION	4.64	0.00	1.68	0.52	0.00
101-257-724	UNEMPLOYMENT	6.89	0.00	2.98	0.08	0.00
SALARIES & BENEFITS		1,155.79	2,678.00	447.61	129.78	2,678.00
OTHER EXPENSES						
101-257-861	CONFERENCE, TRAINING AND TRAVEL	156.21	0.00	0.00	0.00	0.00
OTHER EXPENSES		156.21	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES						
101-257-801	CONTRACTUAL SERVICES	413,348.00	413,348.00	215,660.10	206,674.00	413,348.00
101-257-903	ADVERTISING	1,257.40	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES		414,605.40	413,348.00	215,660.10	206,674.00	413,348.00
Total Dept 257 - CITY ASSESSOR						
		415,917.40	416,026.00	216,107.71	206,803.78	416,026.00
Dept 265 - CITY HALL MAINTENANCE						
SALARIES & BENEFITS						
101-265-702	BUDGETED SALARIES & BENEFITS	0.00	80,000.00	0.00	0.00	95,000.00
101-265-703	SALARY PERMANENT	61,725.13	0.00	30,406.02	31,870.14	0.00
101-265-707	OVERTIME	263.21	0.00	425.32	247.00	0.00
101-265-708	VACATION PAY	6,374.31	0.00	1,829.04	2,696.14	0.00
101-265-709	LONGEVITY PAY	300.03	0.00	187.53	150.02	0.00
101-265-710	PERSONAL & OTHER LEAVE	361.14	0.00	386.10	168.54	0.00

101-265-711	HOLIDAY PAY	2,727.15	0.00	1,645.13	1,531.12	0.00
101-265-712	RETIREE HEALTHCARE - GENERAL	3,411.76	0.00	1,166.72	2,336.85	0.00
101-265-714	MERS RETIREMENT SYSTEM	6,282.45	0.00	3,362.17	3,443.04	0.00
101-265-717	HEALTH INSURANCE	6,832.47	0.00	3,273.10	4,608.36	0.00
101-265-718	LIFE INSURANCE	244.92	0.00	140.18	133.93	0.00
101-265-719	DENTAL INSURANCE	1,148.61	0.00	600.14	672.43	0.00
101-265-721	DISABILITY INSURANCE	227.16	0.00	124.44	130.48	0.00
101-265-722	SOCIAL SECURITY	5,303.57	0.00	2,836.54	2,939.78	0.00
101-265-723	WORKERS' COMPENSATION	3,368.36	0.00	1,642.32	1,931.86	0.00
101-265-724	UNEMPLOYMENT	75.17	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		98,645.44	80,000.00	48,024.75	52,859.69	95,000.00

SUPPLIES						
101-265-727	BUDGETED SUPPLIES	0.00	38,000.00	0.00	0.00	38,000.00
101-265-734	CLOTHING & UNIFORMS	114.23	0.00	128.47	0.00	0.00
101-265-741	TOOLS	2,235.97	0.00	351.41	1,590.41	0.00
101-265-749	MISCELLANEOUS MATERIAL & SUPPLIES	1,401.05	0.00	871.47	714.94	0.00
101-265-758	BUILDING SUPPLIES	10,340.25	0.00	12,322.32	4,645.91	0.00
101-265-760	CUSTODIAL SUPPLIES	7,998.35	0.00	6,704.70	4,004.37	0.00
101-265-762	EQUIPMENT SUPPLIES	2,814.28	0.00	485.16	2,814.28	0.00
101-265-767	SEEDING & PLANTING SUPPLIES	2,100.00	0.00	0.00	0.00	0.00
101-265-900	PUBLICATIONS	0.00	0.00	29.40	0.00	0.00
SUPPLIES		27,004.13	38,000.00	20,892.93	13,769.91	38,000.00

CONTRACTUAL SERVICES						
101-265-776	COPY MACHINE CHARGES	193.52	0.00	3.98	126.34	0.00
101-265-801	CONTRACTUAL SERVICES	48,415.29	182,392.00	61,130.30	20,107.67	200,000.00
101-265-850	TELEPHONE	5,864.47	0.00	2,848.33	2,639.69	0.00
101-265-920	ELECTRICITY	108,233.27	0.00	53,397.10	52,226.44	0.00
101-265-921	HEAT	31,187.48	0.00	6,551.43	7,929.09	0.00
101-265-922	WATER & SEWER	9,378.90	0.00	2,738.03	5,601.46	0.00
101-265-944	VEHICLE RENTAL	5,991.00	0.00	3,318.00	2,995.50	0.00
CONTRACTUAL SERVICES		209,263.93	182,392.00	129,987.17	91,626.19	200,000.00

CAPITAL OUTLAYS						
101-265-971	BUDGETED CAPITAL OUTLAYS	0.00	54,150.00	0.00	0.00	54,150.00
101-265-982	BUILDING PURCHASES&CONSTRUCTION	386.99	0.00	0.00	34.99	0.00
101-265-986	BUILDING REPAIR	29,887.81	0.00	13,576.69	10,897.65	0.00
CAPITAL OUTLAYS		30,274.80	54,150.00	13,576.69	10,932.64	54,150.00

Total Dept 265 - CITY HALL MAINTENANCE		365,188.30	354,542.00	212,481.54	169,188.43	387,150.00
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Dept 266 - CITY ATTORNEY						
SUPPLIES						
101-266-730	PUBLICATIONS & MEMBERSHIPS	0.00	0.00	990.00	0.00	0.00
SUPPLIES		0.00	0.00	990.00	0.00	0.00

CONTRACTUAL SERVICES						
101-266-801	CONTRACTUAL SERVICES	2,813.00	420,000.00	0.00	2,030.00	420,000.00
101-266-802	LEGAL FEES	403,571.00	0.00	210,000.00	223,571.00	0.00
101-266-963	MISC. SERVICES & CHARGES	119,931.35	0.00	1,610.98	8,145.98	0.00
CONTRACTUAL SERVICES		526,315.35	420,000.00	211,610.98	233,746.98	420,000.00

Total Dept 266 - CITY ATTORNEY	526,315.35	420,000.00	212,600.98	233,746.98	420,000.00
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Dept 269 - CIVIL SERVICE

SALARIES & BENEFITS					
101-269-702	BUDGETED SALARIES & BENEFITS	0.00	87,790.00	0.00	87,790.00
101-269-703	SALARY PERMANENT	43,394.84	0.00	22,460.31	20,416.41
101-269-708	VACATION PAY	7,422.14	0.00	363.19	992.75
101-269-709	LONGEVITY PAY	450.00	0.00	270.00	180.00
101-269-710	PERSONAL & OTHER LEAVE	260.17	0.00	209.50	260.17
101-269-711	HOLIDAY PAY	2,400.74	0.00	1,303.59	1,246.03
101-269-712	RETIREE HEALTHCARE - GENERAL	16,154.16	0.00	8,274.11	7,645.07
101-269-713	RETIREE HEALTHCARE - P&F	279.81	0.00	410.62	279.81
101-269-714	MERS RETIREMENT SYSTEM	4,799.90	0.00	2,457.92	2,268.26
101-269-717	HEALTH INSURANCE	4,364.62	0.00	3,198.79	2,544.04
101-269-718	LIFE INSURANCE	219.84	0.00	135.18	116.02
101-269-719	DENTAL INSURANCE	598.92	0.00	374.65	340.10
101-269-721	DISABILITY INSURANCE	177.21	0.00	99.63	91.88
101-269-722	SOCIAL SECURITY	4,130.91	0.00	2,367.39	2,020.78
101-269-723	WORKERS' COMPENSATION	322.69	0.00	251.37	202.17
101-269-724	UNEMPLOYMENT	40.47	0.00	0.00	0.00
SALARIES & BENEFITS		85,016.42	87,790.00	42,176.25	38,603.49

SUPPLIES					
101-269-727	BUDGETED SUPPLIES	0.00	950.00	0.00	950.00
101-269-728	OFFICE SUPPLIES	336.57	0.00	304.92	285.28
101-269-730	PUBLICATIONS & MEMBERSHIPS	373.36	0.00	324.00	0.00
101-269-731	POSTAGE	0.00	0.00	6.53	0.00
101-269-753	COMPUTER SUPPLIES	9.11	0.00	0.00	0.00
SUPPLIES		719.04	950.00	635.45	285.28

OTHER EXPENSES					
101-269-861	CONFERENCE, TRAINING AND TRAVEL	15,474.17	0.00	9,370.04	12,390.65
OTHER EXPENSES		15,474.17	0.00	9,370.04	12,390.65

CONTRACTUAL SERVICES					
101-269-801	CONTRACTUAL SERVICES	108,433.50	142,500.00	40,197.68	41,847.50
101-269-809	MEDICAL SERVICES	26,121.11	0.00	11,010.10	10,382.61
101-269-850	TELEPHONE	480.78	0.00	189.18	254.70
CONTRACTUAL SERVICES		135,035.39	142,500.00	51,396.96	52,484.81

CAPITAL OUTLAYS					
101-269-971	BUDGETED CAPITAL OUTLAYS	0.00	0.00	(787.15)	0.00
CAPITAL OUTLAYS		0.00	0.00	(787.15)	0.00

Total Dept 269 - CIVIL SERVICE	236,245.02	231,240.00	102,791.55	103,764.23	231,240.00
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Dept 272 - INSURANCE SERVICES

CONTRACTUAL SERVICES					
101-272-726	OTHER INSURANCE&BONDS	450,719.16	407,941.00	250,000.00	0.00
CONTRACTUAL SERVICES		450,719.16	407,941.00	250,000.00	0.00
Total Dept 272 - INSURANCE SERVICES		450,719.16	407,941.00	250,000.00	0.00

Dept 301 - POLICE DEPARTMENT

SALARIES & BENEFITS						
101-301-702	BUDGETED SALARIES & BENEFITS	0.00	9,100,000.00	0.00	0.00	9,300,000.00
101-301-703	SALARY PERMANENT	4,978,738.11	0.00	2,346,059.08	2,292,852.85	0.00
101-301-704	COURT TIME	2,377.96	0.00	1,734.00	847.96	0.00
101-301-705	TEMPORARY SALARY	66,701.18	0.00	35,389.82	33,915.37	0.00
101-301-707	OVERTIME	550,031.50	0.00	422,268.66	376,343.30	0.00
101-301-708	VACATION PAY	711,051.17	0.00	260,974.24	224,242.99	0.00
101-301-709	LONGEVITY PAY	39,040.52	0.00	17,170.88	20,425.00	0.00
101-301-710	PERSONAL & OTHER LEAVE	157,698.86	0.00	52,612.34	49,877.48	0.00
101-301-711	HOLIDAY PAY	152,527.60	0.00	74,471.24	82,995.13	0.00
101-301-712	RETIREE HEALTHCARE - GENERAL	194,667.46	0.00	52,499.98	70,057.72	0.00
101-301-713	RETIREE HEALTHCARE - P&F	897,548.20	0.00	732,187.20	468,672.33	0.00
101-301-714	MERS RETIREMENT SYSTEM	511,342.68	0.00	93,212.66	253,628.77	0.00
101-301-717	RX CLAIMS (ACTIVE)	696,857.47	0.00	367,042.06	388,922.51	0.00
101-301-718	LIFE INSURANCE	21,461.28	0.00	12,366.76	11,134.21	0.00
101-301-719	DENTAL INSURANCE	72,512.92	0.00	38,696.23	38,903.04	0.00
101-301-721	DISABILITY INSURANCE	17,676.83	0.00	10,489.69	8,893.46	0.00
101-301-722	SOCIAL SECURITY	144,392.11	0.00	70,870.20	73,862.54	0.00
101-301-723	WORKERS' COMPENSATION	169,874.55	0.00	88,877.24	86,842.77	0.00
101-301-724	UNEMPLOYMENT	6,057.95	0.00	556.29	64.27	0.00
101-301-725	EDUCATION INCENTIVE PAY	38,250.00	0.00	38,000.00	38,250.00	0.00
SALARIES & BENEFITS		9,428,808.35	9,100,000.00	4,715,478.57	4,520,731.70	9,300,000.00
SUPPLIES						
101-301-727	BUDGETED SUPPLIES	0.00	130,430.00	0.00	0.00	130,430.00
101-301-728	OFFICE SUPPLIES	6,766.45	0.00	4,268.58	3,583.08	0.00
101-301-730	PUBLICATIONS & MEMBERSHIPS	12,460.75	0.00	1,758.50	9,543.84	0.00
101-301-731	POSTAGE	6,957.67	0.00	3,509.51	1,310.23	0.00
101-301-732	AMMUNITION	21,508.44	0.00	8,537.18	15,627.68	0.00
101-301-734	CLOTHING & UNIFORMS	55,820.71	0.00	30,582.28	23,606.00	0.00
101-301-739	TESTING SUPPLIES	4,977.37	0.00	4,223.95	2,340.85	0.00
101-301-745	MOTOR FUEL & LUBRICANTS	25.00	0.00	30.00	25.00	0.00
101-301-748	MEDICAL SUPPLIES	2,719.45	0.00	878.99	1,719.03	0.00
101-301-749	MISCELLANEOUS MATERIAL & SUPPLIES	12,979.26	0.00	14,353.55	3,318.63	0.00
101-301-752	PHOTOGRAPHIC SUPPLIES	2,738.10	0.00	0.00	0.00	0.00
101-301-753	COMPUTER SUPPLIES	2,826.36	0.00	70.87	2,807.81	0.00
101-301-756	REPAIR SUPPLIES	49.98	0.00	0.00	0.00	0.00
101-301-762	EQUIPMENT SUPPLIES	18,277.15	0.00	36,285.00	18,263.16	0.00
101-301-769	COMMUNICATIONS SUPPLIES	3,000.00	0.00	3,000.00	3,000.00	0.00
SUPPLIES		151,106.69	130,430.00	107,498.41	85,145.31	130,430.00
OTHER EXPENSES						
101-301-778	BUDGETED OTHER EXPENSES	0.00	28,500.00	0.00	0.00	28,500.00
101-301-861	CONFERENCE, TRAINING AND TRAVEL	59,275.79	0.00	18,129.83	45,915.37	0.00
OTHER EXPENSES		59,275.79	28,500.00	18,129.83	45,915.37	28,500.00
CONTRACTUAL SERVICES						
101-301-773	LAUNDRY & UNIFORM CLEANING	6,326.02	0.00	5,422.27	2,209.99	0.00
101-301-776	COPY MACHINE CHARGES	12,152.50	0.00	3,787.60	5,945.43	0.00
101-301-801	CONTRACTUAL SERVICES	28,264.16	1,031,235.00	30,483.75	11,289.87	1,031,235.00
101-301-808	POLICE INVESTIGATIONS	7,753.50	0.00	517.00	0.00	0.00
101-301-809	MEDICAL SERVICES	26.00	0.00	435.00	26.00	0.00

101-301-850	TELEPHONE	23,859.06	0.00	12,873.42	11,624.45	0.00
101-301-902	PRINTING	6,605.19	0.00	2,938.50	3,381.49	0.00
101-301-941	VEHICLE LEASING & MAINTENANCE	34,092.09	0.00	14,475.05	22,500.00	0.00
101-301-944	VEHICLE RENTAL	682,302.00	0.00	497,860.02	341,151.00	0.00
101-301-959	PAYMENT TO OTHER GOVERNMENT	259,404.86	0.00	142,388.16	92,197.01	0.00
101-301-963	BANK CHARGES	3,049.77	0.00	0.00	2,556.98	0.00
CONTRACTUAL SERVICES		1,063,835.15	1,031,235.00	711,180.77	492,882.22	1,031,235.00
CAPITAL OUTLAYS						
101-301-971	BUDGETED CAPITAL OUTLAYS	0.00	70,000.00	0.00	0.00	70,000.00
101-301-977	EQUIPMENT PURCHASES	17,169.88	0.00	8,878.35	13,873.88	0.00
101-301-979	OFFICE FURNITURE&EQUIPMENT	164.79	0.00	895.46	164.79	0.00
101-301-980	COMPUTER HARDWARE & SOFTWARE	37,795.96	0.00	3,472.39	32,247.98	0.00
101-301-985	OFFICE FURNITURE&EQUIPMENT REPAIR	0.00	0.00	960.22	0.00	0.00
CAPITAL OUTLAYS		55,130.63	70,000.00	14,206.42	46,286.65	70,000.00
Total Dept 301 - POLICE DEPARTMENT		10,758,156.61	10,360,165.00	5,566,494.00	5,190,961.25	10,429,735.00
Dept 333 - POLICE DRUG FORFEITURES						
CONTRACTUAL SERVICES						
101-333-808	POLICE INVESTIGATIONS	500.00	0.00	8,446.31	0.00	8,446.31
CONTRACTUAL SERVICES		500.00	0.00	8,446.31	0.00	0.00
Total Dept 333 - POLICE DRUG FORFEITURES		500.00	0.00	8,446.31	0.00	8,446.31
Dept 336 - FIRE DEPARTMENT						
SALARIES & BENEFITS						
101-336-702	BUDGETED SALARIES & BENEFITS	0.00	2,700,000.00	0.00	0.00	3,000,000.00
101-336-703	SALARY PERMANENT	1,486,198.84	0.00	794,857.51	717,543.25	0.00
101-336-707	OVERTIME	237,855.16	0.00	185,460.86	104,761.98	0.00
101-336-708	VACATION PAY	94,586.47	0.00	48,668.29	43,857.18	0.00
101-336-709	LONGEVITY PAY	2,100.00	0.00	1,050.00	1,050.00	0.00
101-336-710	PERSONAL & OTHER LEAVE	31,625.00	0.00	27,772.86	20,515.34	0.00
101-336-711	HOLIDAY PAY	3,183.95	0.00	2,374.57	983.62	0.00
101-336-712	RETIREE HEALTHCARE - GENERAL	33,286.54	0.00	4,477.01	17,841.21	0.00
101-336-713	RETIREE HEALTHCARE - P&F	57,987.51	0.00	51,822.68	30,248.25	0.00
101-336-714	MERS RETIREMENT SYSTEM	213,989.25	0.00	142,980.83	112,817.63	0.00
101-336-717	RX CLAIMS (ACTIVE)	212,618.72	0.00	140,762.11	110,500.85	0.00
101-336-718	LIFE INSURANCE	3,365.13	0.00	2,084.52	1,798.39	0.00
101-336-719	DENTAL INSURANCE	22,927.56	0.00	13,108.69	12,490.65	0.00
101-336-721	DISABILITY INSURANCE	5,802.72	0.00	3,680.34	3,118.59	0.00
101-336-722	SOCIAL SECURITY	31,300.24	0.00	19,380.66	16,621.01	0.00
101-336-723	WORKERS' COMPENSATION	77,135.11	0.00	50,224.24	41,116.32	0.00
101-336-724	UNEMPLOYMENT	1,798.23	0.00	294.35	10.03	0.00
SALARIES & BENEFITS		2,515,760.43	2,700,000.00	1,488,999.52	1,235,274.30	3,000,000.00
SUPPLIES						
101-336-727	BUDGETED SUPPLIES	0.00	160,835.00	0.00	0.00	180,835.00
101-336-728	OFFICE SUPPLIES	1,074.10	0.00	199.02	418.43	0.00
101-336-730	PUBLICATIONS & MEMBERSHIPS	2,914.20	0.00	432.37	225.00	0.00
101-336-731	POSTAGE	678.46	0.00	294.22	472.78	0.00
101-336-734	CLOTHING & UNIFORMS	21,361.90	0.00	25,317.85	9,672.39	0.00
101-336-741	TOOLS	3,274.46	0.00	5,902.22	1,978.21	0.00

101-336-743	FOOD	7,532.00	0.00	3,750.00	3,750.00	0.00
101-336-745	MOTOR FUEL & LUBRICANTS	34,309.24	0.00	24,584.28	13,797.48	0.00
101-336-748	MEDICAL SUPPLIES	17,314.31	0.00	9,955.55	9,597.17	0.00
101-336-749	MISCELLANEOUS MATERIAL & SUPPLIES	24,868.47	0.00	9,251.55	6,151.47	0.00
101-336-751	OXYGEN,ACETYLENE & OTHER GASES	1,854.67	0.00	1,467.95	541.21	0.00
101-336-753	COMPUTER SUPPLIES	0.00	0.00	7,040.69	0.00	0.00
101-336-756	REPAIR SUPPLIES	10,640.29	0.00	8,212.37	2,523.46	0.00
101-336-758	BUILDING SUPPLIES	5,746.04	0.00	11,656.04	15.96	0.00
101-336-760	CUSTODIAL SUPPLIES	3,165.42	0.00	2,295.62	1,103.84	0.00
101-336-762	EQUIPMENT SUPPLIES	2,749.80	0.00	2,800.16	1,117.16	0.00
101-336-764	FIRE EQUIPMENT REPAIR SUPPLIES	52,989.83	0.00	44,410.56	13,778.44	0.00
101-336-767	SEEDING & PLANTING SUPPLIES	1,608.75	0.00	847.16	349.23	0.00
SUPPLIES		192,081.94	160,835.00	158,417.61	65,492.23	180,835.00
OTHER EXPENSES						
101-336-778	BUDGETED OTHER EXPENSES	0.00	23,750.00	0.00	0.00	23,750.00
101-336-861	CONFERENCE, TRAINING AND TRAVEL	13,428.86	0.00	10,057.97	1,175.90	0.00
OTHER EXPENSES		13,428.86	23,750.00	10,057.97	1,175.90	23,750.00
CONTRACTUAL SERVICES						
101-336-726	OTHER INSURANCE&BONDS	30,181.26	0.00	0.00	0.00	0.00
101-336-776	COPY MACHINE CHARGES	2,842.86	0.00	462.64	1,687.66	0.00
101-336-801	CONTRACTUAL SERVICES	40,349.69	174,620.00	19,704.04	21,673.45	174,620.00
101-336-809	MEDICAL SERVICES	6,353.60	0.00	58.50	6,353.60	0.00
101-336-810	PUBLIC RELATIONS	1,636.22	0.00	574.26	1,636.22	0.00
101-336-850	TELEPHONE	9,384.45	0.00	3,855.10	4,716.68	0.00
101-336-902	PRINTING	1,143.24	0.00	699.94	780.24	0.00
101-336-920	ELECTRICITY	11,093.87	0.00	5,136.23	5,211.78	0.00
101-336-921	HEAT	7,419.15	0.00	1,471.53	1,813.65	0.00
101-336-922	WATER & SEWER	3,518.72	0.00	2,534.57	2,595.52	0.00
101-336-944	VEHICLE RENTAL	24,962.04	0.00	17,163.52	12,481.02	0.00
101-336-959	PAYMENT TO OTHER GOVERNMENT	26,162.11	0.00	11,983.66	9,348.74	0.00
101-336-963	MISC. SERVICES & CHARGES	11,911.09	0.00	1,210.42	1,228.15	0.00
CONTRACTUAL SERVICES		176,958.30	174,620.00	64,854.41	69,526.71	174,620.00
CAPITAL OUTLAYS						
101-336-971	BUDGETED CAPITAL OUTLAYS	0.00	30,780.00	2,169.06	0.00	30,780.00
101-336-977	EQUIPMENT PURCHASES	9,199.00	0.00	24,367.31	0.00	0.00
101-336-980	COMPUTER HARDWARE & SOFTWARE	4,881.75	0.00	59.99	112.55	0.00
101-336-981	COMMUNICATIONS EQUIPMENT	0.00	0.00	1,887.12	0.00	0.00
101-336-983	EQUIPMENT REPAIR	23,139.82	0.00	854.57	5,122.44	0.00
101-336-986	BUILDING REPAIR	3,500.25	0.00	5,720.45	475.80	0.00
CAPITAL OUTLAYS		40,720.82	30,780.00	35,058.50	5,710.79	30,780.00
OTHER FINANCING USES						
101-336-991	PRINCIPAL EXP (CAPITAL LEASE)	197,462.34	0.00	133,545.31	65,084.75	0.00
101-336-993	INTEREST EXP. (CAPITAL LEASE)	17,592.66	0.00	9,824.69	6,600.25	0.00
101-336-995-005900	BUDGETED OTHER FINANCING USES	0.00	286,740.00	0.00	0.00	286,740.00
OTHER FINANCING USES		215,055.00	286,740.00	143,370.00	71,685.00	286,740.00
Total Dept 336 - FIRE DEPARTMENT		3,154,005.35	3,376,725.00	1,900,758.01	1,448,864.93	3,696,725.00
Dept 340 - NEW CENTRAL FIRE STATION						

SUPPLIES						
101-340-767	SEEDING & PLANTING SUPPLIES	0.00	0.00	386.80	0.00	0.00
SUPPLIES		0.00	0.00	386.80	0.00	0.00
CONTRACTUAL SERVICES						
101-340-801	CONTRACTUAL SERVICES	0.00	92,500.00	0.00	0.00	92,500.00
101-340-920	ELECTRICITY	69,942.90	0.00	36,434.04	31,771.57	0.00
101-340-921	HEAT	19,596.53	0.00	4,918.18	5,239.54	0.00
101-340-922	WATER & SEWER	5,883.69	0.00	3,800.27	3,435.21	0.00
CONTRACTUAL SERVICES		95,423.12	92,500.00	45,152.49	40,446.32	92,500.00
Total Dept 340 - NEW CENTRAL FIRE STATION		95,423.12	92,500.00	45,539.29	40,446.32	92,500.00
Dept 387 - FIRE INSPECTION SERVICES						
SALARIES & BENEFITS						
101-387-702	BUDGETED SALARIES & BENEFITS	0.00	208,654.00	0.00	0.00	208,654.00
101-387-703	SALARY PERMANENT	95,569.43	0.00	43,105.18	43,267.30	0.00
101-387-708	VACATION PAY	15,416.07	0.00	8,693.41	8,862.27	0.00
101-387-709	LONGEVITY PAY	1,800.00	0.00	1,050.00	900.00	0.00
101-387-710	PERSONAL & OTHER LEAVE	619.70	0.00	1,796.96	119.59	0.00
101-387-711	HOLIDAY PAY	6,085.03	0.00	3,156.88	3,105.52	0.00
101-387-712	RETIREE HEALTHCARE - GENERAL	35,628.89	0.00	19,394.63	18,409.55	0.00
101-387-714	MERS RETIREMENT SYSTEM	4,576.72	0.00	2,530.54	2,320.08	0.00
101-387-717	HEALTH INSURANCE	31,118.30	0.00	13,598.69	19,012.00	0.00
101-387-718	LIFE INSURANCE	392.74	0.00	213.62	205.23	0.00
101-387-719	DENTAL INSURANCE	1,872.00	0.00	1,005.66	1,008.00	0.00
101-387-721	DISABILITY INSURANCE	439.98	0.00	240.95	229.04	0.00
101-387-722	SOCIAL SECURITY	8,406.46	0.00	4,617.47	4,307.61	0.00
101-387-723	WORKERS' COMPENSATION	683.86	0.00	345.39	352.01	0.00
101-387-724	UNEMPLOYMENT	134.90	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		202,744.08	208,654.00	99,749.38	102,098.20	208,654.00
SUPPLIES						
101-387-727	BUDGETED SUPPLIES	0.00	19,000.00	0.00	0.00	19,000.00
101-387-728	OFFICE SUPPLIES	871.44	0.00	537.00	599.44	0.00
101-387-731	POSTAGE	9,000.00	0.00	1,300.00	5,000.00	0.00
101-387-749	MISCELLANEOUS MATERIAL & SUPPLIES	3,603.25	0.00	0.00	0.00	0.00
SUPPLIES		13,474.69	19,000.00	1,837.00	5,599.44	19,000.00
OTHER EXPENSES						
101-387-778	BUDGETED OTHER EXPENSES	0.00	2,850.00	0.00	0.00	2,850.00
OTHER EXPENSES		0.00	2,850.00	0.00	0.00	2,850.00
CONTRACTUAL SERVICES						
101-387-776	COPY MACHINE CHARGES	5,417.63	0.00	2,204.52	2,520.14	0.00
101-387-801	CONTRACTUAL SERVICES	1,413,853.17	1,710,000.00	913,285.40	617,563.27	1,710,000.00
101-387-850	TELEPHONE	3,498.86	0.00	1,735.78	1,648.12	0.00
101-387-902	PRINTING	2,424.79	0.00	4,330.60	856.79	0.00
101-387-931	DEMOLITION	(9,360.92)	0.00	(525.00)	0.00	0.00
101-387-932	BOARD UP'S	10,194.80	0.00	8,122.00	5,345.00	0.00
101-387-933	LOT MOWING	53,450.90	0.00	76,810.10	43,092.00	0.00
101-387-934	LOT CLEAN UP'S	31,835.00	0.00	68,869.85	18,768.10	0.00
101-387-944	VEHICLE RENTAL	0.00	0.00	1,089.00	0.00	0.00

101-387-963	BANK CHARGES	3.18	0.00	0.00	3.18	0.00
CONTRACTUAL SERVICES		1,511,317.41	1,710,000.00	1,075,922.25	689,796.60	1,710,000.00
CAPITAL OUTLAYS						
101-387-980	COMPUTER HARDWARE & SOFTWARE	416.26	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS		416.26	0.00	0.00	0.00	0.00
Total Dept 387 - FIRE INSPECTION SERVICES		1,727,952.44	1,940,504.00	1,177,508.63	797,494.24	1,940,504.00
Dept 446 - HIGHWAY NONCHARGEABLE						
SALARIES & BENEFITS						
101-446-702	BUDGETED SALARIES & BENEFITS	0.00	40,106.00	0.00	0.00	40,106.00
101-446-703	SALARY PERMANENT	20,626.73	0.00	8,683.75	8,317.44	0.00
101-446-706	LEAD PERSON & SHIFT PREMIUM	0.00	0.00	1,316.00	0.00	0.00
101-446-707	OVERTIME	7,153.82	0.00	1,926.82	3,597.62	0.00
101-446-712	RETIREE HEALTHCARE - GENERAL	1,049.30	0.00	352.08	637.69	0.00
101-446-714	MERS RETIREMENT SYSTEM	1,794.92	0.00	1,099.91	850.97	0.00
101-446-717	HEALTH INSURANCE	7,457.46	0.00	3,615.15	4,242.17	0.00
101-446-718	LIFE INSURANCE	45.24	0.00	24.53	22.50	0.00
101-446-719	DENTAL INSURANCE	492.58	0.00	248.82	282.81	0.00
101-446-721	DISABILITY INSURANCE	76.83	0.00	41.60	38.24	0.00
101-446-722	SOCIAL SECURITY	1,952.68	0.00	1,000.26	1,080.39	0.00
101-446-723	WORKERS' COMPENSATION	1,395.99	0.00	655.09	789.86	0.00
101-446-724	UNEMPLOYMENT	37.93	0.00	0.00	0.14	0.00
SALARIES & BENEFITS		42,083.48	40,106.00	18,964.01	19,859.83	40,106.00
SUPPLIES						
101-446-727	BUDGETED SUPPLIES	0.00	8,170.00	0.00	0.00	8,170.00
101-446-737	IRRIGATION SUPPLIES	80.54	0.00	0.00	0.00	0.00
101-446-749	MISCELLANEOUS MATERIAL & SUPPLIES	14,513.80	0.00	0.00	5,931.00	0.00
101-446-765	ROAD MAINTENANCE SUPPLIES	0.00	0.00	1,775.00	0.00	0.00
101-446-767	SEEDING & PLANTING SUPPLIES	1,560.00	0.00	0.00	0.00	0.00
SUPPLIES		16,154.34	8,170.00	1,775.00	5,931.00	8,170.00
CONTRACTUAL SERVICES						
101-446-801	CONTRACTUAL SERVICES	64,860.49	93,575.00	22,139.98	19,395.13	93,575.00
101-446-944	VEHICLE RENTAL	7,100.00	0.00	0.00	1,775.00	0.00
CONTRACTUAL SERVICES		71,960.49	93,575.00	22,139.98	21,170.13	93,575.00
Total Dept 446 - HIGHWAY NONCHARGEABLE		130,198.31	141,851.00	42,878.99	46,960.96	141,851.00
Dept 448 - STREET LIGHTING						
CONTRACTUAL SERVICES						
101-448-801	CONTRACTUAL SERVICES	23,030.78	350,000.00	4,728.56	6,254.00	350,000.00
101-448-923	STREET LIGHTING	333,942.53	0.00	141,579.04	151,904.75	0.00
CONTRACTUAL SERVICES		356,973.31	350,000.00	146,307.60	158,158.75	350,000.00
Total Dept 448 - STREET LIGHTING		356,973.31	350,000.00	146,307.60	158,158.75	350,000.00
Dept 521 - SANITATION						
SALARIES & BENEFITS						
101-521-702	BUDGETED SALARIES & BENEFITS	0.00	38,489.00	0.00	0.00	38,489.00
101-521-703	SALARY PERMANENT	22,688.77	0.00	8,797.19	9,120.61	0.00

101-521-707	OVERTIME	2,045.52	0.00	844.21	850.94	0.00
101-521-708	VACATION PAY	1,458.54	0.00	538.14	593.57	0.00
101-521-709	LONGEVITY PAY	299.99	0.00	149.99	150.00	0.00
101-521-710	PERSONAL & OTHER LEAVE	263.79	0.00	134.53	263.79	0.00
101-521-711	HOLIDAY PAY	1,502.63	0.00	914.80	1,276.64	0.00
101-521-712	RETIREE HEALTHCARE - GENERAL	7,952.32	0.00	3,842.28	3,996.47	0.00
101-521-714	MERS RETIREMENT SYSTEM	80.40	0.00	82.36	15.11	0.00
101-521-717	HEALTH INSURANCE	2,433.02	0.00	1,173.00	1,126.06	0.00
101-521-718	LIFE INSURANCE	92.15	0.00	48.33	47.68	0.00
101-521-719	DENTAL INSURANCE	332.58	0.00	165.04	161.25	0.00
101-521-721	DISABILITY INSURANCE	91.37	0.00	47.30	45.33	0.00
101-521-722	SOCIAL SECURITY	2,010.62	0.00	1,025.01	990.86	0.00
101-521-723	WORKERS' COMPENSATION	682.03	0.00	307.06	292.60	0.00
101-521-724	UNEMPLOYMENT	17.20	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		41,950.93	38,489.00	18,069.24	18,930.91	38,489.00
SUPPLIES						
101-521-727	BUDGETED SUPPLIES	0.00	7,600.00	0.00	0.00	7,600.00
101-521-741	TOOLS	472.54	0.00	0.00	472.54	0.00
101-521-749	MISCELLANEOUS MATERIAL & SUPPLIES	57.95	0.00	788.58	32.95	0.00
SUPPLIES		530.49	7,600.00	788.58	505.49	7,600.00
OTHER EXPENSES						
101-521-778	BUDGETED OTHER EXPENSES	240.00	0.00	0.00	240.00	0.00
OTHER EXPENSES		240.00	0.00	0.00	240.00	0.00
CONTRACTUAL SERVICES						
101-521-801	CONTRACTUAL SERVICES	51,767.25	2,332,500.00	15,759.97	20,009.78	2,332,500.00
101-521-806	REFUSE COLLECTION	2,244,873.37	0.00	927,126.22	998,698.25	0.00
101-521-850	TELEPHONE	0.00	0.00	(14.99)	(19.30)	0.00
101-521-902	PRINTING	2,083.21	0.00	0.00	2,083.21	0.00
101-521-920	ELECTRICITY	387.63	0.00	192.76	162.60	0.00
101-521-940	RENTAL OF BUILDINGS	2,352.96	0.00	1,600.50	1,176.48	0.00
CONTRACTUAL SERVICES		2,301,464.42	2,332,500.00	944,664.46	1,022,111.02	2,332,500.00
Total Dept 521 - SANITATION		2,344,185.84	2,378,589.00	963,522.28	1,041,787.42	2,378,589.00
Dept 550 - STORM WATER MANAGEMENT						
SUPPLIES						
101-550-900	PUBLICATIONS	0.00	0.00	780.00	0.00	0.00
SUPPLIES		0.00	0.00	780.00	0.00	0.00
CONTRACTUAL SERVICES						
101-550-801	CONTRACTUAL SERVICES	22,232.61	28,500.00	19,159.81	6,198.66	28,500.00
CONTRACTUAL SERVICES		22,232.61	28,500.00	19,159.81	6,198.66	28,500.00
Total Dept 550 - STORM WATER MANAGEMENT		22,232.61	28,500.00	19,939.81	6,198.66	28,500.00
Dept 567 - CEMETERIES						
SALARIES & BENEFITS						
101-567-702	BUDGETED SALARIES & BENEFITS	0.00	183,170.00	0.00	0.00	140,000.00
101-567-703	SALARY PERMANENT	78,234.40	0.00	37,663.08	32,865.24	0.00
101-567-707	OVERTIME	5,182.74	0.00	1,828.92	2,185.04	0.00

101-567-708	VACATION PAY	7,459.91	0.00	4,157.72	4,402.54	0.00
101-567-709	LONGEVITY PAY	300.00	0.00	337.50	150.00	0.00
101-567-710	PERSONAL & OTHER LEAVE	2,008.43	0.00	2,468.88	899.47	0.00
101-567-711	HOLIDAY PAY	3,030.67	0.00	1,391.07	1,722.15	0.00
101-567-712	RETIREE HEALTHCARE - GENERAL	10,783.68	0.00	3,874.31	3,798.38	0.00
101-567-714	MERS RETIREMENT SYSTEM	5,279.87	0.00	3,344.41	2,985.22	0.00
101-567-717	HEALTH INSURANCE	21,926.30	0.00	13,240.98	10,842.16	0.00
101-567-718	LIFE INSURANCE	231.63	0.00	130.91	111.52	0.00
101-567-719	DENTAL INSURANCE	1,574.28	0.00	868.56	808.96	0.00
101-567-721	DISABILITY INSURANCE	346.54	0.00	191.80	166.03	0.00
101-567-722	SOCIAL SECURITY	6,916.03	0.00	3,725.96	3,289.11	0.00
101-567-723	WORKERS' COMPENSATION	4,226.82	0.00	1,975.05	1,925.49	0.00
101-567-724	UNEMPLOYMENT	121.77	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		147,623.07	183,170.00	75,199.15	66,151.31	140,000.00
SUPPLIES						
101-567-727	BUDGETED SUPPLIES	0.00	23,655.00	0.00	0.00	23,655.00
101-567-728	OFFICE SUPPLIES	0.00	0.00	179.00	0.00	0.00
101-567-730	PUBLICATIONS & MEMBERSHIPS	40.00	0.00	276.06	0.00	0.00
101-567-734	CLOTHING & UNIFORMS	510.98	0.00	612.96	0.00	0.00
101-567-737	IRRIGATION SUPPLIES	4,111.71	0.00	75.87	1,140.58	0.00
101-567-741	TOOLS	1,279.17	0.00	100.47	955.01	0.00
101-567-745	MOTOR FUEL & LUBRICANTS	1,314.62	0.00	1,968.07	1,314.62	0.00
101-567-749	MISCELLANEOUS MATERIAL & SUPPLIES	4,980.60	0.00	4,008.84	1,907.49	0.00
101-567-758	BUILDING SUPPLIES	970.00	0.00	152.50	970.00	0.00
101-567-760	CUSTODIAL SUPPLIES	2,972.15	0.00	97.17	1,644.27	0.00
101-567-762	EQUIPMENT SUPPLIES	3,054.39	0.00	7,918.98	1,967.61	0.00
101-567-767	SEEDING & PLANTING SUPPLIES	7,649.57	0.00	487.14	7,169.72	0.00
SUPPLIES		26,883.19	23,655.00	15,877.06	17,069.30	23,655.00
OTHER EXPENSES						
101-567-778	BUDGETED OTHER EXPENSES	0.00	475.00	0.00	0.00	475.00
101-567-861	CONFERENCE, TRAINING AND TRAVEL	555.18	0.00	276.06	277.18	0.00
OTHER EXPENSES		555.18	475.00	276.06	277.18	475.00
CONTRACTUAL SERVICES						
101-567-773	LAUNDRY & UNIFORM CLEANING	267.41	0.00	117.30	129.37	0.00
101-567-801	CONTRACTUAL SERVICES	164,430.92	337,725.00	106,066.47	106,229.83	337,725.00
101-567-809	MEDICAL SERVICES	25.50	0.00	0.00	25.50	0.00
101-567-920	ELECTRICITY	13,218.13	0.00	5,569.76	6,583.28	0.00
101-567-921	HEAT	5,157.46	0.00	1,209.37	1,011.97	0.00
101-567-922	WATER & SEWER	55,072.50	0.00	46,549.45	46,582.94	0.00
101-567-940	RENTAL OF BUILDINGS	19,257.00	0.00	12,904.98	9,628.50	0.00
101-567-944	VEHICLE RENTAL	49,925.04	0.00	33,536.54	24,962.52	0.00
CONTRACTUAL SERVICES		307,353.96	337,725.00	205,953.87	195,153.91	337,725.00
CAPITAL OUTLAYS						
101-567-971	BUDGETED CAPITAL OUTLAYS	4,850.00	56,525.00	0.00	4,850.00	56,525.00
101-567-977	EQUIPMENT PURCHASES	22,215.20	0.00	1,084.89	11,250.44	0.00
101-567-983	EQUIPMENT REPAIR	34.51	0.00	2,399.17	34.51	0.00
CAPITAL OUTLAYS		27,099.71	56,525.00	3,484.06	16,134.95	56,525.00
Total Dept 567 - CEMETERIES		509,515.11	601,550.00	300,790.20	294,786.65	558,380.00

Dept 701 - PLANNING						
SALARIES & BENEFITS						
101-701-702	BUDGETED SALARIES & BENEFITS	0.00	430,116.00	0.00	0.00	430,116.00
101-701-703	SALARY PERMANENT	232,350.40	0.00	91,492.72	114,005.27	0.00
101-701-708	VACATION PAY	37,505.48	0.00	6,426.22	15,166.77	0.00
101-701-709	LONGEVITY PAY	637.52	0.00	450.00	225.01	0.00
101-701-710	PERSONAL & OTHER LEAVE	1,633.08	0.00	608.53	1,175.09	0.00
101-701-711	HOLIDAY PAY	11,270.31	0.00	5,424.10	6,269.98	0.00
101-701-712	RETIREE HEALTHCARE - GENERAL	14,538.37	0.00	6,889.73	7,868.67	0.00
101-701-714	MERS RETIREMENT SYSTEM	25,516.97	0.00	10,400.88	13,367.49	0.00
101-701-717	HEALTH INSURANCE	35,463.64	0.00	10,560.42	21,028.72	0.00
101-701-718	LIFE INSURANCE	1,018.19	0.00	413.43	571.04	0.00
101-701-719	DENTAL INSURANCE	3,565.10	0.00	1,477.72	2,014.26	0.00
101-701-721	DISABILITY INSURANCE	886.73	0.00	375.66	495.27	0.00
101-701-722	SOCIAL SECURITY	20,626.41	0.00	8,539.50	10,729.89	0.00
101-701-723	WORKERS' COMPENSATION	1,200.75	0.00	562.41	630.37	0.00
101-701-724	UNEMPLOYMENT	298.61	0.00	35.35	0.00	0.00
SALARIES & BENEFITS		386,511.56	430,116.00	143,656.67	193,547.83	430,116.00
SUPPLIES						
101-701-727	BUDGETED SUPPLIES	0.00	13,015.00	0.00	0.00	13,015.00
101-701-728	OFFICE SUPPLIES	1,623.32	0.00	1,061.28	317.98	0.00
101-701-730	PUBLICATIONS & MEMBERSHIPS	15,903.59	0.00	818.50	2,862.92	0.00
101-701-731	POSTAGE	8,485.35	0.00	3,516.89	6,773.26	0.00
101-701-749	MISCELLANEOUS MATERIAL & SUPPLIES	26,868.65	0.00	3,198.00	20,962.85	0.00
101-701-753	COMPUTER SUPPLIES	0.00	0.00	16.67	0.00	0.00
SUPPLIES		52,880.91	13,015.00	8,611.34	30,917.01	13,015.00
OTHER EXPENSES						
101-701-778	BUDGETED OTHER EXPENSES	0.00	23,750.00	0.00	0.00	23,750.00
101-701-861	CONFERENCE, TRAINING AND TRAVEL	14,293.89	0.00	4,416.73	12,194.75	0.00
OTHER EXPENSES		14,293.89	23,750.00	4,416.73	12,194.75	23,750.00
CONTRACTUAL SERVICES						
101-701-776	COPY MACHINE CHARGES	232.18	0.00	13.94	139.61	0.00
101-701-801	CONTRACTUAL SERVICES	53,128.88	85,500.00	78,546.28	12,029.75	85,500.00
101-701-850	TELEPHONE	2,843.89	0.00	1,887.50	1,377.85	0.00
101-701-902	PRINTING	293.70	0.00	74.50	77.40	0.00
101-701-903	ADVERTISING	13,722.34	0.00	3,778.65	7,362.87	0.00
101-701-920	ELECTRICITY	4,609.74	0.00	3,691.82	1,248.15	0.00
101-701-944	VEHICLE RENTAL	6,657.00	0.00	5,436.52	3,328.50	0.00
101-701-963	BANK CHARGES	1.29	0.00	0.00	1.29	0.00
CONTRACTUAL SERVICES		81,489.02	85,500.00	93,429.21	25,565.42	85,500.00
CAPITAL OUTLAYS						
101-701-971	BUDGETED CAPITAL OUTLAYS	0.00	19,950.00	0.00	0.00	19,950.00
101-701-980	COMPUTER HARDWARE & SOFTWARE	6,830.22	0.00	12,713.57	1,831.84	0.00
101-701-985	OFFICE FURNITURE&EQUIPMENT REPAIR	185.00	0.00	4,131.87	0.00	0.00
CAPITAL OUTLAYS		7,015.22	19,950.00	16,845.44	1,831.84	19,950.00
Total Dept 701 - PLANNING		542,190.60	572,331.00	266,959.39	264,056.85	572,331.00

Dept 707 - NEIGHBORHOOD & CONSTRUCTION SERVICES						
SUPPLIES						
101-707-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00	70.00
SUPPLIES		0.00	0.00	0.00	0.00	70.00
CONTRACTUAL SERVICES						
101-707-776	COPY MACHINE CHARGES	43.65	0.00	42.06	19.37	0.00
101-707-801	CONTRACTUAL SERVICES	165.45	0.00	0.00	0.00	32.00
101-707-850	TELEPHONE	126.84	0.00	62.64	38.08	0.00
101-707-934	LOT CLEAN UP'S	968.80	0.00	0.00	968.80	0.00
CONTRACTUAL SERVICES		1,304.74	0.00	104.70	1,026.25	32.00
CAPITAL OUTLAYS						
101-707-980	COMPUTER HARDWARE & SOFTWARE	196.98	0.00	2,075.01	16.94	2,075.00
CAPITAL OUTLAYS		196.98	0.00	2,075.01	16.94	2,075.00
Total Dept 707 - NEIGHBORHOOD & CONSTRUCTION SERVICES		1,501.72	0.00	2,179.71	1,043.19	2,177.00
Dept 757 - MC GRAFT PARK						
SALARIES & BENEFITS						
101-757-702	BUDGETED SALARIES & BENEFITS	0.00	43,866.00	0.00	0.00	43,866.00
101-757-703	SALARY PERMANENT	19,292.74	0.00	7,089.17	17,082.45	0.00
101-757-707	OVERTIME	3,095.81	0.00	1,784.21	3,079.10	0.00
101-757-712	RETIREE HEALTHCARE - GENERAL	1,019.96	0.00	185.65	973.15	0.00
101-757-714	MERS RETIREMENT SYSTEM	1,827.11	0.00	742.66	1,684.70	0.00
101-757-717	HEALTH INSURANCE	5,697.06	0.00	2,118.99	5,297.55	0.00
101-757-718	LIFE INSURANCE	49.24	0.00	16.87	45.19	0.00
101-757-719	DENTAL INSURANCE	485.49	0.00	178.86	449.58	0.00
101-757-721	DISABILITY INSURANCE	83.64	0.00	28.67	76.77	0.00
101-757-722	SOCIAL SECURITY	1,791.44	0.00	665.81	1,661.03	0.00
101-757-723	WORKERS' COMPENSATION	1,230.50	0.00	315.11	1,163.35	0.00
101-757-724	UNEMPLOYMENT	0.53	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		34,573.52	43,866.00	13,126.00	31,512.87	43,866.00
SUPPLIES						
101-757-727	BUDGETED SUPPLIES	0.00	7,030.00	0.00	0.00	25,000.00
101-757-735	PLAYGROUND & ATHLETIC SUPPLIES	0.00	0.00	10,134.00	0.00	0.00
101-757-749	MISCELLANEOUS MATERIAL & SUPPLIES	932.03	0.00	108.88	519.16	0.00
101-757-758	BUILDING SUPPLIES	1,829.76	0.00	2,557.33	693.76	0.00
101-757-760	CUSTODIAL SUPPLIES	3,293.50	0.00	0.00	3,293.50	0.00
101-757-765	ROAD MAINTENANCE SUPPLIES	3,574.25	0.00	0.00	3,574.25	0.00
101-757-767	SEEDING & PLANTING SUPPLIES	234.12	0.00	0.00	0.00	0.00
SUPPLIES		9,863.66	7,030.00	12,800.21	8,080.67	25,000.00
CONTRACTUAL SERVICES						
101-757-801	CONTRACTUAL SERVICES	69,694.75	65,698.00	22,759.38	32,530.86	65,698.00
101-757-850	TELEPHONE	617.76	0.00	258.73	259.65	0.00
101-757-920	ELECTRICITY	8,423.88	0.00	3,215.74	5,353.60	0.00
101-757-921	HEAT	2,287.16	0.00	600.99	513.57	0.00
101-757-922	WATER & SEWER	39.60	0.00	16.48	37.62	0.00
101-757-940	RENTAL OF BUILDINGS	0.00	0.00	817.98	0.00	0.00
101-757-945	OTHER EQUIPMENT RENTAL	916.12	0.00	0.00	916.12	0.00
CONTRACTUAL SERVICES		81,979.27	65,698.00	27,669.30	39,611.42	65,698.00

CAPITAL OUTLAYS						
101-757-971	BUDGETED CAPITAL OUTLAYS	16,371.05	42,750.00	0.00	16,371.05	42,750.00
101-757-986	BUILDING REPAIR	52.98	0.00	11,150.00	52.98	0.00
CAPITAL OUTLAYS		16,424.03	42,750.00	11,150.00	16,424.03	42,750.00
Total Dept 757 - MC GRAFT PARK		142,840.48	159,344.00	64,745.51	95,628.99	177,314.00
Dept 770 - PARKS MAINTENANCE						
SALARIES & BENEFITS						
101-770-702	BUDGETED SALARIES & BENEFITS	0.00	921,559.00	2,225.04	0.00	921,559.00
101-770-703	SALARY PERMANENT	457,078.06	0.00	214,971.65	204,064.60	0.00
101-770-706	LEAD PERSON & SHIFT PREMIUM	70.48	0.00	0.00	0.00	0.00
101-770-707	OVERTIME	16,706.95	0.00	10,132.16	9,193.26	0.00
101-770-708	VACATION PAY	68,326.87	0.00	18,605.32	43,572.56	0.00
101-770-709	LONGEVITY PAY	2,862.48	0.00	1,350.00	1,512.48	0.00
101-770-710	PERSONAL & OTHER LEAVE	11,037.34	0.00	6,203.42	6,549.47	0.00
101-770-711	HOLIDAY PAY	14,958.02	0.00	6,949.76	8,749.15	0.00
101-770-712	RETIREE HEALTHCARE - GENERAL	56,921.59	0.00	23,500.88	32,184.49	0.00
101-770-714	MERS RETIREMENT SYSTEM	33,560.95	0.00	18,229.70	17,121.32	0.00
101-770-717	HEALTH INSURANCE	122,367.18	0.00	62,835.18	70,784.71	0.00
101-770-718	LIFE INSURANCE	1,373.02	0.00	703.96	730.62	0.00
101-770-719	DENTAL INSURANCE	9,891.39	0.00	4,976.00	5,447.79	0.00
101-770-721	DISABILITY INSURANCE	2,106.33	0.00	1,045.64	1,108.26	0.00
101-770-722	SOCIAL SECURITY	41,312.25	0.00	20,649.22	21,716.87	0.00
101-770-723	WORKERS' COMPENSATION	22,010.54	0.00	10,634.89	11,280.50	0.00
101-770-724	UNEMPLOYMENT	783.70	0.00	0.00	0.98	0.00
SALARIES & BENEFITS		861,367.15	921,559.00	403,012.82	434,017.06	921,559.00
SUPPLIES						
101-770-727	BUDGETED SUPPLIES	0.00	162,640.00	0.00	0.00	162,640.00
101-770-728	OFFICE SUPPLIES	263.91	0.00	52.07	0.00	0.00
101-770-730	PUBLICATIONS & MEMBERSHIPS	883.00	0.00	1,978.00	383.00	0.00
101-770-731	POSTAGE	0.00	0.00	12.15	0.00	0.00
101-770-734	CLOTHING & UNIFORMS	3,554.61	0.00	1,097.32	561.78	0.00
101-770-735	PLAYGROUND & ATHLETIC SUPPLIES	17,557.06	0.00	(71.60)	16,035.81	0.00
101-770-737	IRRIGATION SUPPLIES	15,664.66	0.00	5,611.85	9,644.76	0.00
101-770-741	TOOLS	6,754.12	0.00	5,863.16	3,662.96	0.00
101-770-745	MOTOR FUEL & LUBRICANTS	1,200.36	0.00	0.00	770.70	0.00
101-770-747	LICENSES	993.50	0.00	351.81	564.00	0.00
101-770-748	MEDICAL SUPPLIES	43.80	0.00	(21.50)	43.80	0.00
101-770-749	MISCELLANEOUS MATERIAL & SUPPLIES	45,768.93	0.00	29,600.06	22,535.66	0.00
101-770-751	OXYGEN,ACETYLENE & OTHER GASES	1,202.09	0.00	155.52	129.63	0.00
101-770-753	COMPUTER SUPPLIES	79.56	0.00	69.29	0.00	0.00
101-770-756	REPAIR SUPPLIES	36,758.52	0.00	8,363.49	19,096.63	0.00
101-770-758	BUILDING SUPPLIES	12,584.11	0.00	11,152.31	2,468.23	0.00
101-770-760	CUSTODIAL SUPPLIES	26,892.63	0.00	17,313.32	10,174.96	0.00
101-770-762	EQUIPMENT SUPPLIES	2,944.94	0.00	7,553.56	185.00	0.00
101-770-765	ROAD MAINTENANCE SUPPLIES	905.00	0.00	1,356.79	0.00	0.00
101-770-767	SEEDING & PLANTING SUPPLIES	2,556.13	0.00	11,470.31	2,186.21	0.00
SUPPLIES		176,606.93	162,640.00	101,907.91	88,443.13	162,640.00
OTHER EXPENSES						

101-770-778	BUDGETED OTHER EXPENSES	0.00	950.00	0.00	0.00	950.00
101-770-861	CONFERENCE, TRAINING AND TRAVEL	450.00	0.00	0.00	450.00	0.00
OTHER EXPENSES		450.00	950.00	0.00	450.00	950.00

CONTRACTUAL SERVICES

101-770-773	LAUNDRY & UNIFORM CLEANING	1,603.01	0.00	573.85	760.20	0.00
101-770-801	CONTRACTUAL SERVICES	585,660.59	1,230,684.00	282,723.07	287,036.12	1,230,684.00
101-770-806	REFUSE COLLECTION	0.00	0.00	426.35	0.00	0.00
101-770-809	MEDICAL SERVICES	405.50	0.00	208.26	310.50	0.00
101-770-810	ENGINEERING SERVICES	1,873.29	0.00	0.00	1,167.29	0.00
101-770-850	TELEPHONE	5,648.19	0.00	1,504.76	2,185.78	0.00
101-770-920	ELECTRICITY	76,915.87	0.00	36,300.78	(11,015.60)	0.00
101-770-921	HEAT	6,147.59	0.00	1,193.54	1,465.94	0.00
101-770-922	WATER & SEWER	247,069.50	0.00	77,856.32	215,025.04	0.00
101-770-923	STREET LIGHTING	0.00	0.00	3,206.19	0.00	0.00
101-770-940	RENTAL OF BUILDINGS	143,889.00	0.00	98,356.02	71,944.50	0.00
101-770-944	VEHICLE RENTAL	249,623.04	0.00	159,530.23	124,811.52	0.00
101-770-945	OTHER EQUIPMENT RENTAL	14,454.24	0.00	9,348.37	1,409.83	0.00
101-770-958	CREDIT CARD FEES - ACTIVENET	4,515.25	0.00	1,664.61	1,929.52	0.00
CONTRACTUAL SERVICES		1,337,805.07	1,230,684.00	672,892.35	697,030.64	1,230,684.00

CAPITAL OUTLAYS

101-770-971	BUDGETED CAPITAL OUTLAYS	1,292.54	54,150.00	19,992.00	1,292.54	54,150.00
101-770-973	LAND IMPROVEMENTS	55,755.00	0.00	9,400.00	55,755.00	0.00
101-770-977	EQUIPMENT PURCHASES	27,281.17	0.00	645.87	2,494.51	0.00
101-770-980	COMPUTER HARDWARE & SOFTWARE	8,250.35	0.00	178.17	8,194.41	0.00
101-770-983	EQUIPMENT REPAIR	13,193.78	0.00	7,651.72	3,962.33	0.00
101-770-986	BUILDING REPAIR	187.46	0.00	1,045.41	143.17	0.00
CAPITAL OUTLAYS		105,960.30	54,150.00	38,913.17	71,841.96	54,150.00

Total Dept 770 - PARKS MAINTENANCE		2,482,189.45	2,369,983.00	1,216,726.25	1,291,782.79	2,369,983.00
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Dept 771 - FORESTRY

SALARIES & BENEFITS

101-771-722	SOCIAL SECURITY	(0.28)	0.00	0.00	(0.28)	0.00
SALARIES & BENEFITS		(0.28)	0.00	0.00	(0.28)	0.00

SUPPLIES

101-771-727	BUDGETED SUPPLIES	0.00	2,375.00	0.00	0.00	2,375.00
101-771-741	TOOLS	36.06	0.00	0.00	36.06	0.00
101-771-749	MISCELLANEOUS MATERIAL & SUPPLIES	1,256.68	0.00	3,254.27	468.58	0.00
101-771-762	EQUIPMENT SUPPLIES	1,661.64	0.00	401.21	198.19	0.00
101-771-767	SEEDING & PLANTING SUPPLIES	1,472.35	0.00	0.00	121.20	0.00
SUPPLIES		4,426.73	2,375.00	3,655.48	824.03	2,375.00

CONTRACTUAL SERVICES

101-771-801	CONTRACTUAL SERVICES	77,075.00	71,250.00	10,000.00	0.00	20,000.00
CONTRACTUAL SERVICES		77,075.00	71,250.00	10,000.00	0.00	20,000.00

Total Dept 771 - FORESTRY		81,501.45	73,625.00	13,655.48	823.75	22,375.00
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Dept 772 - PAID BEACH PARKING

SALARIES & BENEFITS

101-772-702	BUDGETED SALARIES & BENEFITS	0.00	265,000.00	0.00	0.00	265,000.00
101-772-703	SALARY PERMANENT	1,191.45	0.00	75,488.82	924.25	0.00
101-772-707	OVERTIME	1,917.47	0.00	1,825.61	1,407.19	0.00
101-772-708	VACATION PAY	0.00	0.00	9,107.75	0.00	0.00
101-772-709	LONGEVITY PAY	0.00	0.00	750.00	0.00	0.00
101-772-710	PERSONAL & OTHER LEAVE	16.09	0.00	1,357.46	16.09	0.00
101-772-711	HOLIDAY PAY	29.11	0.00	3,749.82	29.11	0.00
101-772-712	RETIREE HEALTHCARE - GENERAL	164.90	0.00	4,450.66	88.35	0.00
101-772-714	MERS RETIREMENT SYSTEM	341.51	0.00	2,089.88	274.21	0.00
101-772-717	HEALTH INSURANCE	1,268.10	0.00	10,723.51	1,034.13	0.00
101-772-718	LIFE INSURANCE	6.79	0.00	73.66	6.19	0.00
101-772-719	DENTAL INSURANCE	78.93	0.00	706.17	65.32	0.00
101-772-721	DISABILITY INSURANCE	6.95	0.00	118.44	5.93	0.00
101-772-722	SOCIAL SECURITY	271.12	0.00	2,603.32	216.11	0.00
101-772-723	WORKERS' COMPENSATION	58.12	0.00	2,420.78	37.01	0.00
101-772-724	UNEMPLOYMENT	3.10	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		5,353.64	265,000.00	115,465.88	4,103.89	265,000.00
SUPPLIES						
101-772-727	BUDGETED SUPPLIES	0.00	760.00	0.00	0.00	760.00
101-772-734	CLOTHING & UNIFORMS	0.00	0.00	3,548.63	0.00	0.00
101-772-749	MISCELLANEOUS MATERIAL & SUPPLIES	255.90	0.00	226.65	255.90	0.00
101-772-756	REPAIR SUPPLIES	69.96	0.00	0.00	0.00	0.00
SUPPLIES		325.86	760.00	3,775.28	255.90	760.00
CONTRACTUAL SERVICES						
101-772-801	CONTRACTUAL SERVICES	59,515.60	42,560.00	46,489.97	5,639.89	42,560.00
101-772-850	TELEPHONE	0.00	0.00	(75.60)	(6.50)	0.00
101-772-920	ELECTRICITY	2,666.50	0.00	1,145.69	1,283.61	0.00
101-772-963	BANK CHARGES	32,660.11	0.00	19,921.56	21,864.33	0.00
CONTRACTUAL SERVICES		94,842.21	42,560.00	67,481.62	28,781.33	42,560.00
Total Dept 772 - PAID BEACH PARKING		100,521.71	308,320.00	186,722.78	33,141.12	308,320.00
Dept 773 - SOCIAL DISTRICT						
SALARIES & BENEFITS						
101-773-703	SALARY PERMANENT	0.00	0.00	757.74	0.00	0.00
101-773-712	RETIREE HEALTHCARE - GENERAL	0.00	0.00	15.16	0.00	0.00
101-773-714	MERS RETIREMENT SYSTEM	0.00	0.00	60.61	0.00	0.00
101-773-717	HEALTH INSURANCE	0.00	0.00	91.03	0.00	0.00
101-773-718	LIFE INSURANCE	0.00	0.00	1.71	0.00	0.00
101-773-719	DENTAL INSURANCE	0.00	0.00	14.96	0.00	0.00
101-773-721	DISABILITY INSURANCE	0.00	0.00	2.90	0.00	0.00
101-773-722	SOCIAL SECURITY	0.00	0.00	55.49	0.00	0.00
101-773-723	WORKERS' COMPENSATION	0.00	0.00	27.48	0.00	0.00
SALARIES & BENEFITS		0.00	0.00	1,027.08	0.00	0.00
SUPPLIES						
101-773-728	OFFICE SUPPLIES	177.74	12,000.00	0.00	(6,099.26)	12,000.00
SUPPLIES		177.74	12,000.00	0.00	(6,099.26)	12,000.00
CONTRACTUAL SERVICES						
101-773-801	CONTRACTUAL SERVICES	26,727.52	44,386.00	28,132.79	14,250.05	44,386.00

CONTRACTUAL SERVICES		26,727.52	44,386.00	28,132.79	14,250.05	44,386.00
CAPITAL OUTLAYS						
101-773-971	BUDGETED CAPITAL OUTLAYS	0.00	14,250.00	0.00	0.00	14,250.00
CAPITAL OUTLAYS		0.00	14,250.00	0.00	0.00	14,250.00
Total Dept 773 - SOCIAL DISTRICT		26,905.26	70,636.00	29,159.87	8,150.79	70,636.00
Dept 775 - GENERAL RECREATION						
CONTRACTUAL SERVICES						
101-775-801	CONTRACTUAL SERVICES	5,340.00	0.00	0.00	5,000.00	0.00
101-775-810	PUBLIC RELATIONS	141.75	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES		5,481.75	0.00	0.00	5,000.00	0.00
Total Dept 775 - GENERAL RECREATION		5,481.75	0.00	0.00	5,000.00	0.00
Dept 805 - L C WALKER ADMINISTRATION						
CONTRACTUAL SERVICES						
101-805-726	OTHER INSURANCE&BONDS	8,176.08	0.00	0.00	0.00	0.00
101-805-801	CONTRACTUAL SERVICES	19.53	0.00	0.00	10.96	0.00
CONTRACTUAL SERVICES		8,195.61	0.00	0.00	10.96	0.00
Total Dept 805 - L C WALKER ADMINISTRATION		8,195.61	0.00	0.00	10.96	0.00
Dept 808 - FARMERS & FLEA MARKET						
SALARIES & BENEFITS						
101-808-722	SOCIAL SECURITY	0.00	0.00	0.00	(0.05)	0.00
SALARIES & BENEFITS		0.00	0.00	0.00	(0.05)	0.00
Total Dept 808 - FARMERS & FLEA MARKET		0.00	0.00	0.00	(0.05)	0.00
Dept 810 - FARMERS MARKETS EBT PROGRAM						
CONTRACTUAL SERVICES						
101-810-801	CONTRACTUAL SERVICES	41.26	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES		41.26	0.00	0.00	0.00	0.00
Total Dept 810 - FARMERS MARKETS EBT PROGRAM		41.26	0.00	0.00	0.00	0.00
Dept 901 - ADA PROJECT						
SALARIES & BENEFITS						
101-901-703-091116	SALARY PERMANENT	145.93	0.00	0.00	145.93	0.00
101-901-712-091116	RETIREE HEALTHCARE - GENERAL	4.17	0.00	0.00	4.17	0.00
101-901-714-091116	MERS RETIREMENT SYSTEM	16.69	0.00	0.00	16.69	0.00
101-901-717-091116	HEALTH INSURANCE	35.58	0.00	0.00	35.58	0.00
101-901-718-091116	LIFE INSURANCE	0.47	0.00	0.00	0.47	0.00
101-901-719-091116	DENTAL INSURANCE	4.22	0.00	0.00	4.22	0.00
101-901-721-091116	DISABILITY INSURANCE	0.79	0.00	0.00	0.79	0.00
101-901-722-091116	SOCIAL SECURITY	11.72	0.00	0.00	11.72	0.00
101-901-723-091116	WORKERS' COMPENSATION	14.77	0.00	0.00	14.77	0.00
SALARIES & BENEFITS		234.34	0.00	0.00	234.34	0.00
CONTRACTUAL SERVICES						
101-901-801	CONTRACTUAL SERVICES	2,511,586.83	3,255,000.00	204,160.95	885,051.69	2,791,585.00

CONTRACTUAL SERVICES		2,511,586.83	3,255,000.00	204,160.95	885,051.69	2,791,585.00
CAPITAL OUTLAYS						
101-901-971	BUDGETED CAPITAL OUTLAYS	0.00	150,000.00	0.00	0.00	150,000.00
101-901-977	EQUIPMENT PURCHASES	1,373,689.63	0.00	0.00	1,373,689.63	0.00
101-901-982-092048	BUILDING PURCHASES&CONSTRUCTION	772,732.21	0.00	0.00	289,176.16	0.00
101-901-982-092112	BUILDING PURCHASES&CONSTRUCTION	0.00	0.00	2,957,451.31	0.00	578,415.00
101-901-982-092114	BUILDING PURCHASES&CONSTRUCTION	4,435.00	148,000.00	68,473.79	0.00	148,000.00
101-901-986-092019	BUILDING REPAIR	0.00	100,000.00	0.00	0.00	100,000.00
CAPITAL OUTLAYS		2,150,856.84	398,000.00	3,025,925.10	1,662,865.79	976,415.00

Total Dept 901 - CAPITAL OUTLAYS		4,662,678.01	3,653,000.00	3,230,086.05	2,548,151.82	3,768,000.00
Dept 906 - DEBT SERVICE						
CONTRACTUAL SERVICES						
101-906-956	PAYING AGENT FEES/CONTRIBUTIONS	750.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES		750.00	0.00	0.00	0.00	0.00
OTHER FINANCING USES						
101-906-992	PRINCIPAL EXP (BONDS)	710,000.00	0.00	720,000.00	710,000.00	0.00
101-906-994	INTEREST EXPENSE (BONDS)	372,428.29	0.00	180,367.50	191,648.87	0.00
101-906-995-005900	BUDGETED OTHER FINANCING USES	0.00	1,069,246.00	0.00	0.00	1,069,246.00
101-906-996	BOND ISSUANCE COSTS	1,000.00	0.00	0.00	1,000.00	0.00
OTHER FINANCING USES		1,083,428.29	1,069,246.00	900,367.50	902,648.87	1,069,246.00

Total Dept 906 - DEBT SERVICE		1,084,178.29	1,069,246.00	900,367.50	902,648.87	1,069,246.00
Dept 999 - TRANSFERS TO OTHER FUNDS						
OTHER FINANCING USES						
101-999-995	OPERATING TRANSFER OUT	4,298,250.18	1,075,000.00	100,000.02	100,000.02	2,110,000.00
OTHER FINANCING USES		4,298,250.18	1,075,000.00	100,000.02	100,000.02	2,110,000.00

Total Dept 999 - TRANSFERS TO OTHER FUNDS		4,298,250.18	1,075,000.00	100,000.02	100,000.02	2,110,000.00
TOTAL EXPENDITURES		41,750,659.54	38,218,591.00	20,601,917.90	18,464,853.24	38,983,407.00

Fund 101 - GENERAL:						
TOTAL REVENUES		41,314,191.88	38,221,838.00	13,275,426.85	11,451,042.71	43,189,485.12
TOTAL EXPENDITURES		41,750,659.54	38,218,591.00	20,601,917.90	18,464,853.24	40,105,451.31
NET OF REVENUES & EXPENDITURES		(436,467.66)	3,247.00	(7,326,491.05)	(7,013,810.53)	3,084,033.81

BUDGET REPORT FOR CITY OF MUSKEGON
ADDITIONAL DETAIL GENERAL FUND

Agency	Actual 2021-2022	Original Budget FY2022-23	Actual 12/31/2022	Amended	FY2022-2023 2nd Quarter Budget
Muskegon Area Transit (MATS)	141,468	141,468	35,637		141,468
Muskegon Area Transit (MATS) Micro Transit	71,745	71,117	17,667		71,117
Muskegon Beautification Award		24,000			24,000
Neighborhood Association Grants	225,760	150,000			150,000
YMCA	25,000	-			-
Boys & Girls Club	80,000	80,000			80,000
Muskegon Public Schools Youth Recreation		20,000			20,000
Port City Football	5,000	5,000			5,000
Muskegon Area First		-			-
Veterans Memorial Day Costs	4,627	7,000	-		7,000
Downtown Muskegon Now		-	-		-
West Michigan Lake Hawks		4,500	-		4,500
Lakeside Business District		2,500			2,500
Latinos Working for the Future		-	-		-
community Encompass 3rd Street Mural		-	-		-
Cogic Community Center			-		
211 Service	2,500	2,500			2,500
Harmony Park - Rotary					
Muskegon Museum of Art Expansion					
Community Foundation DEI Taskforce		25,000			25,000
Muskegon Beautification Award	4,500				
Public Art Hubert Massey Mural					
MLK Diversity Program	2,000	2,200	2,200		2,200
Muskegon Area Labor Management (MALMC)			-		
Black Business Expo	2,400				
Steelhead Sculpture					-
Support to Outside Agencies	565,000	535,285	55,504	-	535,285

Fund	Actual 2021-2022	Original Budget FY2022-23	Actual 12/31/2022	Amended	FY2022-2023 2nd Quarter Budget
Major Street Fund	-	-			
Local Street Fund	100,000	235,000		285,000	285,000
Farmers Market Fund	40,000	50,000		50,000	50,000
Mercy Health Arena Fund	815,000	-		-	-
LDFA Debt Service Fund (Smartzone)	200,000	200,000	100,000	200,000	200,000
DDA Debt Service Fund		-	-	-	-
Public Improvement Fund	50,000	50,000		50,000	50,000
Tree Replacement Fund	2,500				
State Grants Fund	90,750				
Arena				350,000	350,000
Marina				-	450,000
Community Development Block Grant Fund					
Public Service Building	400,000	500,000		500,000	500,000
Engineering Services Fund		40,000		40,000	225,000
Budget Stabilization	100,000				
Convention Center Fund	2,500,000	-			-
	4,298,250	1,075,000	100,000	1,475,000	2,110,000

02/14/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

CITY OF MUSKEGON

MONTHLY BUDGET SUMMARY REPORT

		2022-23					
GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022	ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022	YTD BALANCE 12/31/2021	2022-23 AMENDED BUDGET
Fund 254 - MERCY HEALTH ARENA							
Revenues							
Dept 000							
FEDERAL GRANTS							
254-000-502	FEDERAL GRANTS	625,497.92	0.00	0.00	0.00	625,497.92	0.00
FEDERAL GRANTS		625,497.92	0.00	0.00	0.00	625,497.92	0.00
CHARGES FOR SERVICE							
254-000-613-004691	EVENT REVENUE	560,849.91	20,000.00	550,000.00	127,844.43	231,926.82	420,000.00
254-000-613-004692	ARENA MAINTENANCE CHARGE	860,780.09	0.00	0.00	0.00	0.00	0.00
254-000-613-004695	SHOP RENTAL	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00
254-000-613-004696	CONCESSION NON ALCHOLIC	60,860.49	0.00	12,696.00	30,822.69	5,404.72	80,000.00
254-000-613-004699	FOOD HUB	0.00	72,500.00	72,500.00	8,021.76	0.00	25,000.00
254-000-614-004630	CARLISLES	4,412.15	185,000.00	185,000.00	47,169.09	0.00	90,000.00
254-000-614-004639	RAD DADS	271,468.02	250,000.00	250,000.00	127,486.62	131,373.89	250,000.00
254-000-614-004640	TICKET SURCHARGE	34,484.16	480,000.00	20,000.00	13,545.46	7,656.25	35,000.00
254-000-614-004646	CONCESSIONS FOOD	88,202.44	0.00	1,203.00	28,946.80	16,214.52	90,000.00
254-000-614-004697	ALCOHOLIC BEVERAGE	209,759.92	0.00	6,767.00	52,418.24	24,461.05	200,000.00
254-000-614-004698	FLOOR RENTAL	250,700.24	250,000.00	260,000.00	113,643.00	23,638.24	260,000.00
254-000-620-004619	MISC. SALES AND SERVICES	6,190.07	3,000.00	3,000.00	2,734.66	1,212.46	5,000.00
254-000-626-004666	PARKING LOT RENTAL - WESTERN AVEI	45,266.00	36,000.00	36,000.00	11,935.50	17,900.00	30,000.00
254-000-632	ANNEX REVENUE	42,282.50	117,000.00	42,000.00	28,670.00	31,695.00	42,000.00
254-000-642-004652	SALES & SERVICE	550.00	0.00	0.00	1,185.05	550.00	0.00
254-000-667-004667	PARKING LOT RENTAL - SHORELINE	16,967.50	15,000.00	15,000.00	520.00	8,494.50	3,000.00
254-000-667-004677	RENT	88,739.99	100,000.00	100,000.00	106,245.26	91,631.75	175,000.00
254-000-671	ADVERTISING REVENUE	139,687.94	225,000.00	140,000.00	102,000.00	106,000.00	140,000.00
CHARGES FOR SERVICE		2,681,201.42	1,755,500.00	1,696,166.00	803,188.56	698,159.20	1,847,000.00
FINES & PENALTIES							
254-000-657-004802	REIMB:SERVICES RENDERED	2,366.02	0.00	0.00	11,079.00	0.00	11,000.00
254-000-665-004970	INTEREST INCOME	79,781.75	0.00	3,097.00	7,640.06	340.20	7,600.00
FINES & PENALTIES		82,147.77	0.00	3,097.00	18,719.06	340.20	18,600.00
CONTRIBUTIONS & MISCELLANEOUS							
254-000-677-004808	SALE OF PROPERTY AND EQUIPMENT	0.00	10,000.00	0.00	0.00	0.00	0.00
CONTRIBUTIONS & MISCELLANEOUS		0.00	10,000.00	0.00	0.00	0.00	0.00
LICENSES & PERMITS							
254-000-684-004800	MISC. & SUNDRY	14,904.31	5,000.00	38,570.00	35,789.80	652.24	40,000.00

LICENSES & PERMITS		14,904.31	5,000.00	38,570.00	35,789.80	652.24	40,000.00
INTEREST & OPERATING TRANSFERS							
254-000-699-100000	OP. TRANS FROM GENERAL FUND	865,000.00	0.00	350,000.00	0.00	0.00	350,000.00
254-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	0.00	450,000.00	450,000.00	28,767.74	0.00	450,000.00
INTEREST & OPERATING TRANSFERS		865,000.00	450,000.00	800,000.00	28,767.74	0.00	800,000.00
Total Dept 000		4,268,751.42	2,220,500.00	2,537,833.00	886,465.16	1,324,649.56	2,705,600.00
TOTAL REVENUES		4,268,751.42	2,220,500.00	2,537,833.00	886,465.16	1,324,649.56	2,705,600.00

Expenditures

Dept 806 - MERCY HEALTH ARENA

SALARIES & BENEFITS

254-806-702	BUDGETED SALARIES & BENEFITS	0.00	418,301.00	418,301.00	0.00	0.00	418,301.00
254-806-703	SALARY PERMANENT	274,351.51	0.00	0.00	131,670.01	125,180.59	0.00
254-806-707	OVERTIME	14,229.88	0.00	0.00	4,304.78	9,640.46	0.00
254-806-708	VACATION PAY	5,989.90	0.00	0.00	13,595.93	852.48	0.00
254-806-709	LONGEVITY PAY	0.00	0.00	0.00	37.51	0.00	0.00
254-806-710	PERSONAL & OTHER LEAVE	974.09	0.00	0.00	978.64	653.73	0.00
254-806-711	HOLIDAY PAY	8,503.62	0.00	0.00	4,538.86	5,002.37	0.00
254-806-712	RETIREE HEALTHCARE - GENERAL	18,370.63	0.00	0.00	4,709.93	13,800.37	0.00
254-806-714	MERS RETIREMENT SYSTEM	20,643.34	0.00	0.00	13,765.71	9,345.00	0.00
254-806-717	HEALTH INSURANCE	37,909.37	0.00	0.00	19,564.23	24,099.43	0.00
254-806-718	LIFE INSURANCE	1,125.40	0.00	0.00	648.24	584.27	0.00
254-806-719	DENTAL INSURANCE	4,972.28	0.00	0.00	2,818.27	2,669.25	0.00
254-806-721	DISABILITY INSURANCE	922.29	0.00	0.00	550.23	484.87	0.00
254-806-722	SOCIAL SECURITY	21,904.33	0.00	0.00	12,717.69	11,182.57	0.00
254-806-723	WORKERS' COMPENSATION	8,337.70	0.00	0.00	4,726.45	4,106.37	0.00
254-806-724	UNEMPLOYMENT	486.25	0.00	0.00	0.00	4.80	0.00
SALARIES & BENEFITS		418,720.59	418,301.00	418,301.00	214,626.48	207,606.56	418,301.00

CONTRACTUAL SERVICES

254-806-726	OTHER INSURANCE&BONDS	5,654.00	0.00	0.00	0.00	3,667.00	0.00
254-806-774	ANNEX EXPENSES	65,740.94	0.00	0.00	32,193.82	29,752.10	0.00
254-806-775	OPERATIONAL EXPENSE	15,084.53	0.00	0.00	21,218.41	8,186.45	0.00
254-806-776	COPY MACHINE CHARGES	212.16	0.00	0.00	88.40	88.40	0.00
254-806-801	OUTSIDE CONTRACTS	145,499.29	800,000.00	800,000.00	111,515.50	33,040.57	1,100,000.00
254-806-804	COMPUTER SERVICES	30,359.81	0.00	0.00	3,554.61	14,358.23	0.00
254-806-806	REFUSE COLLECTION	12,827.61	0.00	0.00	12,387.00	5,774.32	0.00
254-806-807	PEST CONTROL	903.00	0.00	0.00	570.00	570.00	0.00
254-806-850	TELEPHONE	7,619.16	0.00	0.00	2,367.03	4,389.98	0.00
254-806-903	ADVERTISING	139.18	0.00	0.00	0.00	139.18	0.00
254-806-920	ELECTRICITY	222,483.12	0.00	0.00	86,676.09	84,609.21	0.00
254-806-921	HEAT	76,283.40	0.00	0.00	37,068.81	31,868.74	0.00
254-806-922	WATER & SEWER	31,467.93	0.00	0.00	26,921.34	10,441.13	0.00
254-806-924	CABLE/INTERNET SERVICES	8,497.55	0.00	0.00	13,184.99	1,609.96	0.00
254-806-945	OTHER EQUIPMENT RENTAL	5,242.75	0.00	0.00	625.00	4,642.75	0.00
254-806-958	CREDIT CARD FEES - ACTIVENET	535.29	0.00	0.00	0.00	4.05	0.00

254-806-962	SETTLEMENTS	656,542.91	0.00	0.00	167,538.28	192,137.54	0.00
254-806-963	REFUNDS/RESALES	16,214.72	0.00	0.00	7,966.82	4,248.97	0.00
CONTRACTUAL SERVICES		1,301,307.35	800,000.00	800,000.00	523,876.10	429,528.58	1,100,000.00
SUPPLIES							
254-806-727	BUDGETED SUPPLIES	0.00	230,000.00	230,000.00	0.00	0.00	380,000.00
254-806-728	OFFICE SUPPLIES	708.87	0.00	0.00	235.33	45.21	0.00
254-806-736	CONCESSION DISPOSABLE	0.00	0.00	0.00	8,730.53	0.00	0.00
254-806-738	WINE	4,072.56	0.00	0.00	1,259.60	1,449.20	0.00
254-806-740	LIQUOR	10,533.88	0.00	0.00	9,111.91	5,411.22	0.00
254-806-742	BEER	32,873.16	0.00	0.00	18,267.87	9,378.20	0.00
254-806-743	FOOD & BEVERAGES	8,509.11	0.00	0.00	27,551.24	998.64	0.00
254-806-744	RAD DAD'S ALCOHOL	237,979.61	0.00	0.00	89,790.64	114,167.20	0.00
254-806-746	BEVERAGE	15,270.66	0.00	0.00	436.63	5,904.83	0.00
254-806-747	LICENSES	38,050.00	0.00	0.00	397.36	40.00	0.00
254-806-749	MISCELLANEOUS MATERIAL & SUPPLIE	5,610.66	0.00	0.00	1,500.00	4,545.70	0.00
254-806-751	OXYGEN,ACETYLENE & OTHER GASES	16,664.14	0.00	0.00	7,760.51	6,610.88	0.00
254-806-753	COMPUTER SUPPLIES	106.34	0.00	0.00	3,545.13	85.91	0.00
254-806-759	CONCESSION SUPPLIES	19,107.19	0.00	0.00	3,719.13	370.47	0.00
254-806-760	CUSTODIAL SUPPLIES	16,010.62	0.00	0.00	12,889.85	6,062.74	0.00
254-806-761	MAINTENANCE SUPPLIES	6,776.27	0.00	0.00	3,377.99	3,649.81	0.00
254-806-772	PROMOTIONAL SUPPLIES	3,346.89	0.00	0.00	2,179.65	97.46	0.00
SUPPLIES		415,619.96	230,000.00	230,000.00	190,753.37	158,817.47	380,000.00
OTHER EXPENSES							
254-806-778	BUDGETED OTHER EXPENSES	20,000.00	20,000.00	20,000.00	20,000.00	0.00	30,000.00
254-806-783	YOUTH HOCKEY SUPPORT	13,800.00	0.00	0.00	0.00	7,450.00	0.00
254-806-861	CONFERENCE, TRAINING AND TRAVEL	770.08	0.00	0.00	27.00	691.60	0.00
OTHER EXPENSES		34,570.08	20,000.00	20,000.00	20,027.00	8,141.60	30,000.00
CAPITAL OUTLAYS							
254-806-971	BUDGETED CAPITAL OUTLAYS	0.00	65,000.00	55,000.00	0.00	0.00	71,000.00
254-806-977	EQUIPMENT PURCHASES	501.71	0.00	0.00	7,587.68	0.00	
254-806-980	COMPUTER HARDWARE & SOFTWARE	10,284.18	0.00	0.00	536.02	4,240.00	
254-806-982	BUILDING PURCHASES&CONSTRUCTIO	20,836.23	0.00	0.00	8,775.09	18,423.77	
254-806-983	EQUIPMENT REPAIR	3,982.75	0.00	0.00	1,086.40	1,963.53	
254-806-986	BUILDING REPAIR & MAINTENANCE	64,334.09	0.00	0.00	24,138.26	49,705.15	
CAPITAL OUTLAYS		99,938.96	65,000.00	55,000.00	42,123.45	74,332.45	71,000.00
Total Dept 806 - MERCY HEALTH ARENA		2,270,156.94	1,533,301.00	1,523,301.00	991,406.40	878,426.66	1,999,301.00
Dept 812 - CARLISLE							
CONTRACTUAL SERVICES							
254-812-801	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	10,185.68	0.00
CONTRACTUAL SERVICES		0.00	0.00	0.00	0.00	10,185.68	0.00
SUPPLIES							
254-812-742	ALCOHOL CARLISLES	4,412.70	0.00	22,360.00	34,647.06	0.00	55,000.00
SUPPLIES		4,412.70	0.00	22,360.00	34,647.06	0.00	55,000.00

Total Dept 812 - CARLISLE		4,412.70	0.00	22,360.00	34,647.06	10,185.68	55,000.00
Dept 901 - UTILITY ASSISTANCE							
CONTRACTUAL SERVICES							
254-901-801-092113	CONTRACTUAL SERVICES	472,538.08	0.00	0.00	75.00	251,810.96	75.00
254-901-801-092128	CONTRACTUAL SERVICES	424,585.32	0.00	1,995.00	7,318.80	0.00	7,320.00
254-901-801-092201	CONTRACTUAL SERVICES	78,767.74	0.00	450,000.00	297,771.26	0.00	450,000.00
254-901-801-092204	BUDGETED CONTRACTUAL SERVICES	0.00	0.00	8,824.00	8,823.81	0.00	8,824.00
254-901-801-092205	BUDGETED CONTRACTUAL SERVICES	0.00	0.00	140,000.00	137,340.25	0.00	137,341.00
CONTRACTUAL SERVICES		975,891.14	0.00	600,819.00	451,329.12	251,810.96	603,560.00
SUPPLIES							
254-901-749-092113	MISCELLANEOUS MATERIAL & SUPPLIES	14,329.80	0.00	0.00	0.00	14,329.80	0.00
SUPPLIES		14,329.80	0.00	0.00	0.00	14,329.80	0.00
CAPITAL OUTLAYS							
254-901-971	BUDGETED CAPITAL OUTLAYS	438,181.90	590,000.00	380,833.00	380,833.10	10,000.00	380,883.10
254-901-982-092128	BUILDING PURCHASES&CONSTRUCTIO	558,738.50	0.00	0.00	0.00	93,150.00	0.00
CAPITAL OUTLAYS		996,920.40	590,000.00	380,833.00	380,833.10	103,150.00	380,883.10
Total Dept 901 - CARLISLE BUILDOUT		1,987,141.34	590,000.00	981,652.00	832,162.22	369,290.76	984,443.10
TOTAL EXPENDITURES		4,261,710.98	2,123,301.00	2,527,313.00	1,858,215.68	1,257,903.10	3,038,744.10
Fund 254 - MERCY HEALTH ARENA:							
TOTAL REVENUES		4,268,751.42	2,220,500.00	2,537,833.00	886,465.16	1,324,649.56	2,705,600.00
TOTAL EXPENDITURES		4,261,710.98	2,123,301.00	2,527,313.00	1,858,215.68	1,257,903.10	3,038,744.10
NET OF REVENUES & EXPENDITURES		7,040.44	97,199.00	10,520.00	(971,750.52)	66,746.46	(333,144.10)
BEG. FUND BALANCE		54,928.22	61,968.66	61,968.66	61,968.66	54,928.22	61,968.66
END FUND BALANCE		61,968.66	159,167.66	72,488.66	(909,781.86)	121,674.68	(271,175.44)

reversal of Carlisle \$210,000

02/14/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON
 PERIOD ENDING 12/31/2022
 % Fiscal Year Completed: 50.41
 CITY OF MUSKEGON
 MONTHLY BUDGET SUMMARY REPORT

GL NUMBER	DESCRIPTION	END BALANCE	2022-23		YTD BALANCE	YTD BALANCE	2022-23
		06/30/2022	ORIGINAL BUDGET	AMENDED BUDGET	12/31/2022	12/31/2021	AMENDED BUDGET
Fund 643 - ENGINEERING SERVICES							
Revenues							
Dept 000							
LICENSES & PERMITS							
643-000-498	LICENSE AND PERMIT MISC.	15,636.25	0.00	3,400.00	7,200.00	11,248.25	3,400.00
643-000-684-004680	INTERDEPT.ENGINEERING FEES	575,183.35	637,000.00	637,000.00	291,382.09	307,524.43	452,000.00
LICENSES & PERMITS		590,819.60	637,000.00	640,400.00	298,582.09	318,772.68	455,400.00
FINES & PENALTIES							
643-000-665-004970	INTEREST INCOME	335.52	0.00	0.00	83.19	184.83	0.00
FINES & PENALTIES		335.52	0.00	0.00	83.19	184.83	0.00
CHARGES FOR SERVICE							
643-000-682	ENGINEERING FEES	53,858.00	50,000.00	50,000.00	38,113.00	13,073.00	50,000.00
CHARGES FOR SERVICE		53,858.00	50,000.00	50,000.00	38,113.00	13,073.00	50,000.00
INTEREST & OPERATING TRANSFERS							
643-000-699-100000	OPERATING TRANSFER FROM GENERAL	0.00	40,000.00	40,000.00	0.00	0.00	225,000.00
INTEREST & OPERATING TRANSFERS		0.00	40,000.00	40,000.00	0.00	0.00	225,000.00
Total Dept 000		645,013.12	727,000.00	730,400.00	336,778.28	332,030.51	730,400.00
Dept 447 - ENGINEERING							

LICENSES & PERMITS						
643-447-684	MISC. & SUNDRY	214.53	0.00	0.00	29.26	0.00
LICENSES & PERMITS		214.53	0.00	0.00	29.26	0.00
Total Dept 447 - ENGINEERING		214.53	0.00	0.00	29.26	0.00
TOTAL REVENUES		645,227.65	727,000.00	730,400.00	336,807.54	332,030.51

Expenditures

Dept 203 - PENSION ADMINISTRATION

SALARIES & BENEFITS

643-203-714	MERS RETIREMENT SYSTEM	55,861.20	65,038.00	65,038.00	25,479.41	27,930.60	65,038.00
SALARIES & BENEFITS		55,861.20	65,038.00	65,038.00	25,479.41	27,930.60	65,038.00
Total Dept 203 - PENSION ADMINISTRATION		55,861.20	65,038.00	65,038.00	25,479.41	27,930.60	65,038.00

Dept 447 - ENGINEERING

SALARIES & BENEFITS

643-447-702	BUDGETED SALARIES & BENEFITS	0.00	467,500.00	467,500.00	0.00	0.00	467,500.00
643-447-703	SALARY PERMANENT	205,399.92	0.00	0.00	114,758.68	78,875.04	0.00
643-447-705	TEMPORARY SALARY	8,765.66	0.00	0.00	0.00	8,765.66	0.00
643-447-707	OVERTIME	15,358.85	0.00	0.00	9,130.82	9,954.92	0.00
643-447-708	VACATION PAY	25,978.09	0.00	0.00	14,861.25	11,481.90	0.00
643-447-709	LONGEVITY PAY	1,050.00	0.00	0.00	600.00	450.00	0.00
643-447-710	PERSONAL & OTHER LEAVE	5,777.85	0.00	0.00	1,516.18	2,068.76	0.00
643-447-711	HOLIDAY PAY	6,918.97	0.00	0.00	3,903.59	3,750.68	0.00
643-447-712	RETIREE HEALTHCARE - GENERAL	22,368.63	0.00	0.00	12,785.37	11,352.05	0.00
643-447-714	MERS RETIREMENT SYSTEM	20,396.16	0.00	0.00	13,425.67	9,877.13	0.00
643-447-717	HEALTH INSURANCE	66,033.06	0.00	0.00	44,288.84	31,573.58	0.00
643-447-718	LIFE INSURANCE	737.87	0.00	0.00	497.12	364.05	0.00
643-447-719	DENTAL INSURANCE	3,486.76	0.00	0.00	2,241.98	1,674.08	0.00
643-447-721	DISABILITY INSURANCE	869.92	0.00	0.00	560.07	414.39	0.00
643-447-722	SOCIAL SECURITY	18,006.31	0.00	0.00	11,325.28	9,048.20	0.00

643-447-723	WORKERS' COMPENSATION	2,239.20	0.00	0.00	2,329.10	878.06	0.00
643-447-724	UNEMPLOYMENT	275.82	0.00	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		403,663.07	467,500.00	467,500.00	232,223.95	180,528.50	467,500.00
CONTRACTUAL SERVICES							
643-447-726	OTHER INSURANCE&BONDS	3,229.82	0.00	0.00	0.00	0.00	0.00
643-447-801	CONTRACTUAL SERVICES	7,261.98	192,319.00	192,319.00	3,879.75	6,980.04	192,319.00
643-447-850	TELEPHONE	3,862.86	0.00	0.00	1,691.52	1,482.25	0.00
643-447-940	RENTAL OF BUILDINGS	49,862.04	0.00	0.00	35,248.98	24,931.02	0.00
643-447-944	VEHICLE RENTAL	19,970.04	0.00	0.00	14,392.98	9,985.02	0.00
643-447-955	INDIRECT COST ALLOCATION	55,953.00	0.00	0.00	38,654.52	27,976.50	0.00
643-447-963	REFUNDS/RESALES	31.00	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES		140,170.74	192,319.00	192,319.00	93,867.75	71,354.83	192,319.00
SUPPLIES							
643-447-727	BUDGETED SUPPLIES	0.00	5,350.00	5,350.00	0.00	0.00	5,350.00
643-447-728	OFFICE SUPPLIES	72.99	0.00	0.00	106.00	72.99	0.00
643-447-730	PUBLICATIONS & MEMBERSHIPS	0.00	0.00	0.00	25.00	0.00	0.00
643-447-734	CLOTHING & UNIFORMS	1,076.12	0.00	0.00	454.02	387.35	0.00
643-447-741	TOOLS	172.75	0.00	0.00	1,121.09	86.42	0.00
643-447-747	LICENSES	80.00	0.00	0.00	780.00	80.00	0.00
643-447-749	MISCELLANEOUS MATERIAL & SUPPLIES	3,202.98	0.00	0.00	394.39	1,643.29	0.00
643-447-753	COMPUTER SUPPLIES	79.99	0.00	0.00	1,054.21	0.00	0.00
643-447-765	ROAD MAINTENANCE SUPPLIES	32.88	0.00	0.00	0.00	21.12	0.00
643-447-900	PUBLICATIONS	0.00	0.00	0.00	117.07	0.00	0.00
SUPPLIES		4,717.71	5,350.00	5,350.00	4,051.78	2,291.17	5,350.00
OTHER EXPENSES							
643-447-778	INVENTORY YARDS	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00
643-447-861	CONFERENCE, TRAINING AND TRAVEL	2,766.85	0.00	0.00	977.00	2,644.00	0.00
OTHER EXPENSES		2,766.85	5,000.00	5,000.00	977.00	2,644.00	5,000.00
OTHER FINANCING USES							
643-447-968	DEPRECIATION EXPENSE	2,499.12	0.00	0.00	416.52	1,249.56	0.00

OTHER FINANCING USES		2,499.12	0.00	0.00	416.52	1,249.56	0.00
CAPITAL OUTLAYS							
643-447-971	BUDGETED CAPITAL OUTLAYS	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00
643-447-977	EQUIPMENT PURCHASES	7,400.73	0.00	0.00	0.00	7,400.73	0.00
643-447-980	COMPUTER HARDWARE & SOFTWARE	14,021.32	0.00	0.00	19,742.70	13,721.28	0.00
CAPITAL OUTLAYS		21,422.05	25,000.00	25,000.00	19,742.70	21,122.01	25,000.00
Total Dept 447 - ENGINEERING		575,239.54	695,169.00	695,169.00	351,279.70	279,190.07	695,169.00
TOTAL EXPENDITURES		631,100.74	760,207.00	760,207.00	376,759.11	307,120.67	760,207.00
Fund 643 - ENGINEERING SERVICES:							
TOTAL REVENUES		645,227.65	727,000.00	730,400.00	336,807.54	332,030.51	730,400.00
TOTAL EXPENDITURES		631,100.74	760,207.00	760,207.00	376,759.11	307,120.67	760,207.00
NET OF REVENUES & EXPENDITURES		14,126.91	(33,207.00)	(29,807.00)	(39,951.57)	24,909.84	(29,807.00)
BEG. FUND BALANCE		36,058.53	50,185.44	50,185.44	50,185.44	36,058.53	50,185.44
END FUND BALANCE		50,185.44	16,978.44	20,378.44	10,233.87	60,968.37	20,378.44

02/14/2023

REVENUE AND EXPENDITURE REPORT FOR CITY OF MUSKEGON

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

CITY OF MUSKEGON

MONTHLY BUDGET SUMMARY REPORT

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2022	2022-23		YTD BALANCE 12/31/2022	YTD BALANCE		2022-23
			ORIGINAL BUDGET	AMENDED BUDGET		12/31/2021	AMENDED BUDGET	
Fund 594 - MARINA AND LAUNCH RAMP								
Revenues								
Dept 000								
CHARGES FOR SERVICE								
594-000-631	ICE SALES	587.00	0.00	0.00	247.00	443.00		0.00
594-000-644-004626	LARGE BASIN FEES	161,528.58	170,000.00	170,000.00	106,511.50	90,650.23		170,000.00
594-000-644-004627	SMALL BASIN FEES	(795.00)	0.00	0.00	0.00	0.00		0.00
594-000-644-004628	MOORING FEES	15,219.79	15,000.00	15,000.00	9,000.81	8,370.50		15,000.00
594-000-644-004629	TRANSIENT FEES	5,064.00	7,500.00	7,500.00	1,813.00	4,752.00		7,500.00
594-000-653	LAUNCH RAMP	101,801.50	75,000.00	75,000.00	45,447.00	43,416.00		75,000.00
CHARGES FOR SERVICE		283,405.87	267,500.00	267,500.00	163,019.31	147,631.73		267,500.00
FINES & PENALTIES								
594-000-656	TRAFFIC FINES & FEES	976.80	2,500.00	2,500.00	140.00	871.80		2,500.00
594-000-665-004970	INTEREST INCOME	0.00	50.00	50.00	20.13	0.00		50.00
FINES & PENALTIES		976.80	2,550.00	2,550.00	160.13	871.80		2,550.00
LICENSES & PERMITS								
594-000-684-004800	MISC. & SUNDRY	8,033.59	0.00	0.00	200.00	470.00		0.00
LICENSES & PERMITS		8,033.59	0.00	0.00	200.00	470.00		0.00
594-000-699-100000	TRANSFER FROM GF	0.00	0.00	0.00	0.00	0.00		450,000.00
Total Dept 000		292,416.26	270,050.00	270,050.00	163,379.44	148,973.53		720,050.00
TOTAL REVENUES		292,416.26	270,050.00	270,050.00	163,379.44	148,973.53		720,050.00
Expenditures								
Dept 597 - MUNICIPAL MARINA								
SALARIES & BENEFITS								
594-597-702	BUDGETED SALARIES & BENEFITS	0.00	41,900.00	41,900.00	0.00	0.00		41,900.00

594-597-703	SALARY PERMANENT	14,209.54	0.00	0.00	8,192.96	8,029.04	0.00
594-597-707	OVERTIME	2,184.87	0.00	0.00	1,166.38	1,063.15	0.00
594-597-708	VACATION PAY	147.68	0.00	0.00	0.00	0.00	0.00
594-597-709	LONGEVITY PAY	37.50	0.00	0.00	187.50	37.50	0.00
594-597-710	PERSONAL & OTHER LEAVE	32.70	0.00	0.00	0.00	0.00	0.00
594-597-711	HOLIDAY PAY	18.68	0.00	0.00	0.00	0.00	0.00
594-597-712	RETIREE HEALTHCARE - GENERAL	5,601.62	0.00	0.00	2,636.82	2,769.03	0.00
594-597-714	MERS RETIREMENT SYSTEM	641.35	0.00	0.00	130.55	122.72	0.00
594-597-717	HEALTH INSURANCE	3,485.84	0.00	0.00	459.41	1,526.11	0.00
594-597-718	LIFE INSURANCE	91.70	0.00	0.00	40.02	39.32	0.00
594-597-719	DENTAL INSURANCE	340.49	0.00	0.00	123.38	146.39	0.00
594-597-721	DISABILITY INSURANCE	90.51	0.00	0.00	36.74	37.52	0.00
594-597-722	SOCIAL SECURITY	1,885.72	0.00	0.00	777.69	791.40	0.00
594-597-723	WORKERS' COMPENSATION	1,614.01	0.00	0.00	661.77	697.01	0.00
594-597-724	UNEMPLOYMENT	19.98	0.00	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		30,402.19	41,900.00	41,900.00	14,413.22	15,259.19	41,900.00
CONTRACTUAL SERVICES							
594-597-726	OTHER INSURANCE&BONDS	11,917.51	0.00	0.00	3,243.77	4,478.48	0.00
594-597-776	COPY MACHINE CHARGES	200.86	0.00	0.00	9.46	132.59	0.00
594-597-801	CONTRACTUAL SERVICES	170,421.11	262,212.00	262,212.00	81,853.67	73,087.75	289,500.00
594-597-807	PEST CONTROL/AQUATIC NUISANCE	500.00	0.00	0.00	0.00	0.00	0.00
594-597-850	TELEPHONE	2,200.58	0.00	0.00	523.07	863.83	0.00
594-597-920	ELECTRICITY	66,087.61	0.00	0.00	31,544.62	36,750.06	0.00
594-597-921	HEAT	674.35	0.00	0.00	499.80	364.83	0.00
594-597-922	WATER & SEWER	16,195.96	0.00	0.00	7,628.93	5,629.70	0.00
594-597-940	RENTAL OF BUILDINGS	0.00	0.00	0.00	1,363.02	0.00	0.00
594-597-944	VEHICLE RENTAL	16,641.96	0.00	0.00	11,416.48	8,320.98	0.00
594-597-955	INDIRECT COST ALLOCATION	11,169.00	0.00	0.00	5,866.98	5,584.50	0.00
594-597-956	CITY SERVICE FEE/CONTRIBUTIONS	13,499.64	0.00	0.00	6,749.82	6,749.82	0.00
594-597-963	BANK CHARGES	3,904.41	0.00	0.00	3,183.82	2,279.08	0.00
CONTRACTUAL SERVICES		313,412.99	262,212.00	262,212.00	153,883.44	144,241.62	289,500.00
SUPPLIES							
594-597-727	BUDGETED SUPPLIES	0.00	18,000.00	18,000.00	0.00	0.00	18,000.00
594-597-728	OFFICE SUPPLIES	544.20	0.00	0.00	0.00	94.20	0.00
594-597-730	PUBLICATIONS & MEMBERSHIPS	275.00	0.00	0.00	0.00	0.00	0.00
594-597-731	POSTAGE	0.00	0.00	0.00	55.57	0.00	0.00
594-597-737	IRRIGATION SUPPLIES	479.18	0.00	0.00	0.00	6.06	0.00
594-597-749	MISCELLANEOUS MATERIAL & SUPPLIES	1,508.20	0.00	0.00	866.31	114.02	0.00
594-597-753	COMPUTER SUPPLIES	858.29	0.00	0.00	386.67	289.24	0.00
594-597-758	BUILDING SUPPLIES	71.36	0.00	0.00	0.00	0.00	0.00
594-597-760	CUSTODIAL SUPPLIES	2,531.27	0.00	0.00	838.73	1,809.34	0.00
594-597-762	EQUIPMENT SUPPLIES	142.37	0.00	0.00	157.76	39.99	0.00

SUPPLIES		6,409.87	18,000.00	18,000.00	2,305.04	2,352.85	18,000.00
OTHER EXPENSES							
594-597-778	BUDGETED OTHER EXPENSES	0.00	500.00	500.00	0.00	0.00	500.00
594-597-861	CONFERENCE, TRAINING AND TRAVEL	1,053.05	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES		1,053.05	500.00	500.00	0.00	0.00	500.00
OTHER FINANCING USES							
594-597-968	DEPRECIATION EXPENSE	107,417.58	0.00	0.00	18,811.47	53,708.79	0.00
OTHER FINANCING USES		107,417.58	0.00	0.00	18,811.47	53,708.79	0.00
CAPITAL OUTLAYS							
594-597-973	LAND IMPROVEMENTS	(34,438.62)	0.00	0.00	0.00	0.00	0.00
594-597-980	COMPUTER HARDWARE & SOFTWARE	209.04	0.00	0.00	0.00	114.00	0.00
594-597-983	EQUIPMENT REPAIR	3,598.79	0.00	0.00	0.00	1,298.79	0.00
CAPITAL OUTLAYS		(30,630.79)	0.00	0.00	0.00	1,412.79	0.00
Total Dept 597 - MUNICIPAL MARINA		428,064.89	322,612.00	322,612.00	189,413.17	216,975.24	349,900.00
Dept 759 - LAUNCH RAMPS							
SALARIES & BENEFITS							
594-759-702	BUDGETED SALARIES & BENEFITS	0.00	22,875.00	22,875.00	0.00	0.00	22,875.00
594-759-703	SALARY PERMANENT	11,533.17	0.00	0.00	494.60	6,768.56	0.00
594-759-712	RETIREE HEALTHCARE - GENERAL	2,106.08	0.00	0.00	112.15	1,072.01	0.00
594-759-714	MERS RETIREMENT SYSTEM	752.26	0.00	0.00	57.36	580.82	0.00
594-759-717	HEALTH INSURANCE	3,792.69	0.00	0.00	124.46	2,505.26	0.00
594-759-718	LIFE INSURANCE	26.55	0.00	0.00	1.60	16.31	0.00
594-759-719	DENTAL INSURANCE	220.12	0.00	0.00	11.22	144.74	0.00
594-759-721	DISABILITY INSURANCE	45.03	0.00	0.00	2.75	27.71	0.00
594-759-722	SOCIAL SECURITY	838.20	0.00	0.00	52.40	512.49	0.00
594-759-723	WORKERS' COMPENSATION	814.94	0.00	0.00	49.73	515.40	0.00
594-759-724	UNEMPLOYMENT	1.17	0.00	0.00	0.00	0.00	0.00
SALARIES & BENEFITS		20,130.21	22,875.00	22,875.00	906.27	12,143.30	22,875.00
CONTRACTUAL SERVICES							
594-759-801	CONTRACTUAL SERVICES	10,690.24	10,500.00	10,500.00	8,262.00	4,749.47	10,500.00
594-759-963	BANK CHARGES	905.31	0.00	0.00	0.00	905.31	0.00
CONTRACTUAL SERVICES		11,595.55	10,500.00	10,500.00	8,262.00	5,654.78	10,500.00
SUPPLIES							
594-759-727	BUDGETED SUPPLIES	0.00	3,700.00	3,700.00	0.00	0.00	3,700.00
594-759-749	MISCELLANEOUS MATERIAL & SUPPLIES	2,290.68	0.00	0.00	0.00	1,582.19	0.00
594-759-758	BUILDING SUPPLIES	1,758.90	0.00	0.00	0.00	887.78	0.00
SUPPLIES		4,049.58	3,700.00	3,700.00	0.00	2,469.97	3,700.00

CAPITAL OUTLAYS						
594-759-971	BUDGETED CAPITAL OUTLAYS	0.00	35,000.00	35,000.00	0.00	35,000.00
594-759-983	EQUIPMENT REPAIR	51.20	0.00	0.00	0.00	0.00
CAPITAL OUTLAYS		51.20	35,000.00	35,000.00	0.00	35,000.00
Total Dept 759 - LAUNCH RAMPS		35,826.54	72,075.00	72,075.00	9,168.27	20,268.05
Dept 901 - DOCKS & BUILDING UPGRADE MARINA						
CONTRACTUAL SERVICES						
594-901-801-091809	CONTRACTUAL SERVICES	177,824.71	0.00	0.00	0.00	83,506.87
CONTRACTUAL SERVICES		177,824.71	0.00	0.00	0.00	83,506.87
CAPITAL OUTLAYS						
594-901-988	FIXED ASSETS CAPITALIZATION	(177,824.71)	0.00	0.00	0.00	(34,438.62)
CAPITAL OUTLAYS		(177,824.71)	0.00	0.00	0.00	(34,438.62)
Total Dept 901 - FIXED ASSETS CAPITALIZATION		0.00	0.00	0.00	0.00	49,068.25
TOTAL EXPENDITURES		463,891.43	394,687.00	394,687.00	198,581.44	286,311.54
Fund 594 - MARINA AND LAUNCH RAMP:						
TOTAL REVENUES		292,416.26	270,050.00	270,050.00	163,379.44	148,973.53
TOTAL EXPENDITURES		463,891.43	394,687.00	394,687.00	198,581.44	286,311.54
NET OF REVENUES & EXPENDITURES		(171,475.17)	(124,637.00)	(124,637.00)	(35,202.00)	(137,338.01)
BEG. FUND BALANCE		757,577.60	586,102.43	586,102.43	586,102.43	757,577.60
END FUND BALANCE		586,102.43	461,465.43	461,465.43	550,900.43	620,239.59

WATCH MUSKEGON

Muskegon City Commission

Commission Meeting Date: March 14, 2023		Title: 2 nd Amendment, Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOZB, LLC	
Submitted By: Contessa Alexander		Department: Department of Development Services	
Brief Summary: Staff is seeking approval for the 2 nd Amendment, Brownfield Development & Reimbursement Agreement, for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.			
Detailed Summary & Background: Contingent upon the approval of the 2nd Amendment to the BPA for Adelaide Pointe, the 2nd Amendment to the Brownfield Development & Reimbursement Agreement for Adelaide Pointe QOZB, LLC has been prepared. This will cause a shift in the Brownfield Tax Increment Funds to allow the developer to receive 100% reimbursement for eligible activities. The City is no longer using bonds to pay for public infrastructure. The developer will undertake the public infrastructure expenses moving forward. The BRA will meet on the morning of March 14. It is under the assumption that the 2nd Amendment to the DRA will be approved during that meeting. The 1st Amendment to the DRA for APQ was approved by the BRA and CC on Jan. 10, 2023.			
Goal/Focus Area/Action Item Addressed: <i>Focus Area: improved access to the waterfront, blight cleanup, progress toward completion of ongoing economic development projects</i> <i>Action Item 2022-2.6: Complete Adelaide Pointe public improvements</i>			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s): N/A		Fund(s) or Account(s): N/A	
Recommended Motion: Motion to approve the resolution for the Brownfield Development and Reimbursement Agreement for Adelaide Pointe QOZB, LLC authorizing the Mayor and City Clerk to sign.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☒ Legal Review ☐		Guest(s) Invited / Presenting Yes ☒ No ☐	
For City Clerk Use Only: Commission Action:			

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

**RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT
AGREEMENT**

2nd Amendment

**Adelaide Pointe QOZB, LLC
Adelaide Pointe Project**

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 14th of March, 2023 at 10:30 a.m., prevailing Eastern Time.

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

ABSENT: Members S. Black, J. Riegler

The following preamble and resolution were offered by Member M. Kleaveland and supported by Member J. Wallace, Jr.:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Adelaide Pointe Project ("Project") during its meeting on October 12, 2021;

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

WHEREAS, the Authority approved the original Development and Reimbursement Agreement during its meeting on November 9, 2021;

WHEREAS, a Development and Reimbursement Agreement (2nd Amendment) between the City and Adelaide Pointe QOZB, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement (2nd Amendment) between the

City and Adelaide Pointe QOZB, LLC for the Adelaide Pointe Project Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.

2. The Authority hereby approves the Development and Reimbursement Agreement (2nd Amendment) for the Adelaide Pointe Project Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.

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

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

NAYS: None

RESOLUTION DECLARED ADOPTED.


Chair

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on March 14, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Chair

**RESOLUTION APPROVING THE BROWNFIELD
DEVELOPMENT AND REIMBURSEMENT AGREEMENT
Adelaide Pointe QOZB, LLC (1148-1204 West Western)**

Adelaide Pointe Project, 2nd Amendment

County of Muskegon, Michigan

2023-March 14

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 14th day of March 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

WHEREAS, the Authority has forwarded the Development and Reimbursement Agreement (2nd Amendment) to the City Commission requesting its approval of the Development and Reimbursement Agreement (2nd Amendment); and

NOW, THEREFORE, BE IT RESOLVED THAT:

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

5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Development and Reimbursement Agreement (2nd Amendment) is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Kenneth D. Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on March 14, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, 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

SECOND AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This SECOND AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made March 14, 2023 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qorz, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective March 14, 2023, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.
2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.
4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.
5. **Addendum Presentation.** APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the PUD. To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:
 - a. Architectural and/or Engineering drawings
 - b. Construction schedules
 - c. Construction budgets
 - d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
 - e. Proof of financing
6. **Addendum Approvals.** Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.
7. **Funding for Brownfield Reimbursements.**
 - a. *Brownfield Tax Increment Financing.* APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.
 - i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201").
 - ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.
 - iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be \$35 million dollars not including

interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed \$13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

- iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.
- v. The cost of Eligible Activities may be incurred by the City and APQ. The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be \$35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of \$28 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").
- vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.
- vii. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").
- viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.
- ix. During the Term (defined below) of this Agreement, the Authority shall reimburse APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse APQ for the cost of Eligible Activities incurred until

the earlier of being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

- x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.
- xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.
- xii. Intentionally left blank.
- xiii. Reimbursement Process.

1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.
2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's agent or employee as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.
3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, as described above.
4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e., no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund ("MSF") and/or the Michigan Department of Environment, Great Lakes and Energy ("MEGLE").
6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiv. Allocation of Base Value and Priority of Reimbursements.

1. The initial taxable value of the Property as of the date of this Agreement is \$903,810, as set forth in the Brownfield Plan Amendment ("Base Value"). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.
2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xv. Adjustments.

1. Until the cost of eligible activities is fully reimbursed, APQ agrees to waive any appeal of any tax assessment or reassessment of any portion of the Property; *provided, however*, that this waiver shall not be binding on any person or entity who acquires title to all or any portion of the Property after the date of this Agreement.
2. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to APQ or any future owner to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing APQ. If all amounts due APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to APQ, the Authority shall invoice APQ for the amount of such reimbursement and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by APQ pursuant to this Section shall be reinstated as Eligible Activities for which APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xvi. Legislative Authorization.

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

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager

w/copy to:

Parmenter Law
601 Terrace Street

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Jaffe, Raitt Heuer & Weiss, P.C.
27777 Franklin Rd. Suite 2500

Muskegon, Michigan 49440
Attn: City Attorney

Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

9. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.
10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ, Authority and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.
11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ, Authority, and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ, Authority, and City shall survive the termination of this Agreement for a period of one year.
13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ, Authority and City intend to be bound by the signatures on the electronically imaged document, are aware that the

other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

14. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, successors, and assigns.
15. **Assignment or Delegation.** No party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other parties, in which approval may be withheld in each other party's sole discretion.
16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY Martha Jane Bottomley
Name: Martha Jane Bottomley
Title: Chair
Date: _____, 2023

BY: _____

Name:
Title: Secretary
Date: _____, 2023

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY _____

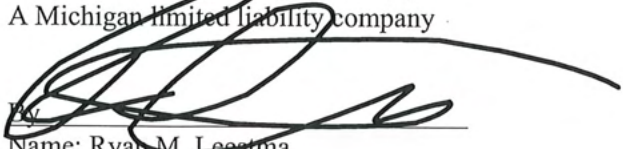
Name: Kenneth D. Johnson
Title: Mayor
Date: _____, 2023

BY: _____

Name: Ann Meisch
Title: Clerk
Date: _____, 2023

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By 
Name: Ryan M. Loestma
Title: Owner
Date: 3-2-23, 2023

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 3/14/23	Title: 1095 Third Street Proposal Reviews
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: Two Low Income Housing Tax Credit firms and one market rate developer have all approached us on the Catholic Charities parcel, and we have solicited proposals on their concepts for staff and commission review	
Detailed Summary & Background: We have received consistent interest in this site over the past 8-10 months, but it has been under contract with another developer. Now that firm has bowed out due to market conditions, and we have proposals from other entities that wish to complete infill housing and/or mixed-use projects at the site. The building currently sits empty, and we have our facilities team routinely checking it for utility issues and any potential dumping/blight/vandalism problems. Thus far we have been quite lucky and there are minimal issues. We did just have a boiler component fail, so we cut off the gas and turned off the water to the building to avoid any damage. The building should not sit vacant under our ownership for another year as it will continue to deteriorate, and it presents a powerful opportunity to address the housing shortage we are experiencing in the community. To that end, staff has requested the various firms that have inquired about the building to show us what they are proposing, and would like commission feedback in selecting a preferred firm. As this was not a formal RFP, rather than make a specific recommendation staff will review each proposal and highlight pros and cons from each. We hope to move forward with direction on a preferred private sector partner from the commission's perspective as they all offer different scopes, and will return to you with a proposed development agreement in an upcoming meeting.	
Goal/Focus Area/Action Item Addressed: Goal 1 (Image) Housing Focus Area, Goal 2 (Quality of Life) Housing Focus Area, Action Item 21-8 Expand Housing Options, and Goal 3 (Revitalize Revenues) Housing Focus Area, Action Item 21-13 Increase Property Values in Urban Core and Eastside Neighborhoods	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Motion to accept the proposal from () as presented and direct the Development Services Director to negotiate a purchase and development agreement for 1095 Third Street for commission consideration.

Approvals:

Immediate Division Head ☒ Information Technology ☐

Other Division Heads ☒ Communication ☐

Legal Review ☐

Guest(s) Invited / Presenting:

Yes ☐

No ☒

For City Clerk Use Only:

Commission Action:



West Urban Properties, LLC
Presents:

1095 Third Street
Redevelopment Project

Program and Proposed
Development

Packet Page 286





WEST URBAN
PROPERTIES, LLC

A Culture Of Inclusivity

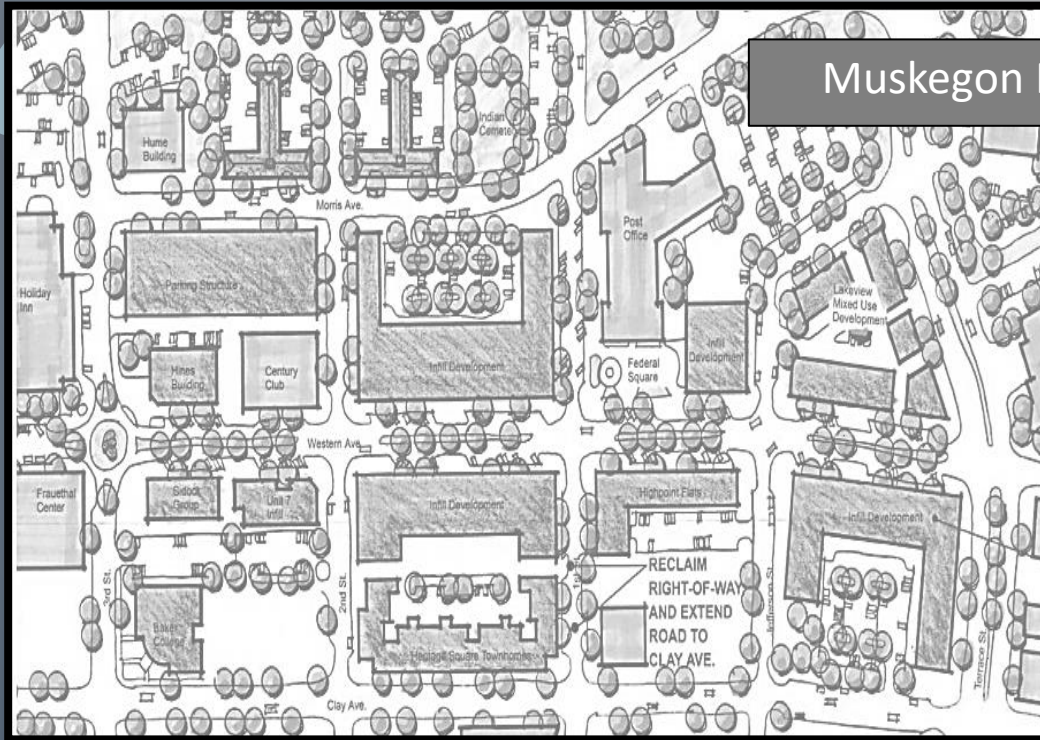
**A Conceptual View of West Urban
Properties contribution to
Muskegon's Revitalization into the
21st Century and Beyond.**



Blending Past, Present and Future

- Inclusivity of a community does not happen solely on a horizontal plane. It is NOT merely about mixing cultures. Integration is horizontal and vertical.
- Inclusivity happens from the center of the neighborhoods to the borders of the community and from the borders back in.
- Simply put- a community is blended from the ground to the sky and aim to capture all the beating hearts in between.

Socio Economic



Muskegon Recaptured!

The chasm of empty space left behind after the Muskegon Mall demolition eventually became recognized as an **opportunity to re-imagine the cultural identity** of this lakeshore community.

The efforts to revitalize the downtown Muskegon area are undeniably successful.

Embracing the rich history of the city and its architecture has maintained a sense of place and character.

Now, in 2023, Muskegon boasts a diverse population that attracts varied businesses, residents and tourists.

The next step-

- **Bring that same success into local neighborhoods!**
- **Address the ongoing housing shortage across income groups while honoring the rich history of Muskegon and building community!**

Historic Preservation

Why preserve?

“...to enrich the cultural identity of a community; to stabilize and strengthen property values; to attract businesses, residents of place and give a sense of history and character. “



This structure was built in 1927 in the Morderne Art Deco style which celebrated the modern machine and promoted geometric forms.



A remodel that ignores the historical elements of the architectural style.

Our Proposed design plans to use the original structure, exterior elements such as brick, if found safe for use, and include decorative design elements from the Moderne Art Deco Period blended with contemporary elements and materials of today.

Area Housing

A concern for the citizens and government of Muskegon has long been the procurement of affordable housing.



A city filled with beautiful but aging houses adds visual culture but without funds and fortitude this may also lead to an overwhelming amount of unsafe living environments and create a housing shortage.



Size of families within a household as well as the culture and lifestyle are always changing. Flexible design is needed to meet the widest variety of family needs.



West Urban Properties will explore incorporating HCV/Section 8 Vouchers into our program as well as market rate value within the “MidTown Center” project.

Area Housing

West Urban Properties, LLC. sets forth the goal meeting the housing needs of Culture and Community.

Within 3 to 6 minutes walking distance of MidTown Square there are approximately 560 affordable housing units in existing apartment buildings in the city of Muskegon.

Business Name	Address	Housing Units	Min/Miles Away	
Muskegon Hamilton	81 Hamilton Ave, Muskegon MI, 49441	20	3 minutes	Walking distance
Nelson Place	350 Houston Ave., Muskegon MI 49441	101	3 Minutes	
Berkshire	929 First St, Muskegon MI 49440	53	6 Minutes	
Jefferson Tower	1077 Jefferson St., Muskegon MI 49441	75	4 minutes	
Hartford Terrace	2300 Barclay St, Muskegon, MI 49441	160	8 minutes	
Royale Glenn TownHomes	2300 Barclay St, Muskegon, MI 49441	78	6minutes	
Ten21	1021 Jefferson St, Muskegon, MI 49440	73	5 minutes	units= 560
Roosevelt Apartents	3224 Maple Grove, Muskegon MI	50	3.5 miles	Driving distance
Park Woods	924 Shonot St, Muskegon, MI	100	2.8 miles	
Quail Meadows	725 Meadow Lane, Muskegon, MI 49442	120	3.9 Miles	
Whispering Timbers	1589 Hoyt st., Muskegon MI	18	1.2 miles	
Carriage House of Muskegon	1890 Carriage Rd, Muskegon, MI 49442	124	3.5 miles	
total units		972		units=412

Within 4 miles of MidTown Square there are approximately 972 affordable housing units.

- Muskegon has a shortage of housing in **all** demographic groups.
- West Urban Properties, LLC. aims to provide a rich quality of life to all demographic groups.

Area Housing

West Urban Properties, LLC. sets forth the goal Of responding to a growing community.

Muskegon, Michigan Summary of Resident/Commuter Survey Results		
Category	Top Needs / Issues	Consensus
Top Housing Issues Experienced	- Cost Burdened (Paying 30% or More of Income Toward Housing Costs) - Credit Score Not High Enough For a Lease and/or Mortgage - Did Not Have Sufficient Deposit or Down Payment	28.8% 14.5% 13.9%
Housing Market Rating (per Resident Respondents)	- Poor, Many Issues - Fair, Some Issues - Good, No Issues	60.6% 34.7% 2.9%
Top Issues Negatively Impacting Housing Market	- High Prices or Rents - Not Enough Housing/Rental Options (Few Vacancies) - Neglected/Blighted Properties/Neighborhood (Poor Condition)	62.2% 38.2% 36.9%
Difficulty Locating Suitable Housing (per Resident Respondents)	- Yes - Somewhat - No	58.9% 34.8% 3.8%
Top Reasons for Difficulty Finding Housing	- Housing Not Affordable - Not Enough Housing (Limited Availability) - Undesirable Location/Neighborhood	81.5% 51.8% 43.4%
Top Housing Types Needed	- Family Housing (2+ Bedrooms) - Housing for Ages 25 to 40 - For-Sale Housing (Less than \$100,000)	87.2+ 80.9+ 80.3+
Top Housing Styles Needed	- Modern Move-In Ready Single-Family Homes - Ranch Homes/Single Floor Plan Units - Apartments	81.7+ 75.4+ 71.8+

- Not enough vacancies.
- Family Housing- 2+ bedrooms.
- 71.8% Want more apartments.
- Housing for ages 25-40.
- WEST URBAN PROPERTIES, LLC. CAN HELP!

Graphic table is taken from the Muskegon Housing Needs Assessment, Bowen National Research, 2023

West Urban Properties, LLC commits to exploring the possibility of meeting a mix of the following needs.





Corner of Houston and Third Street

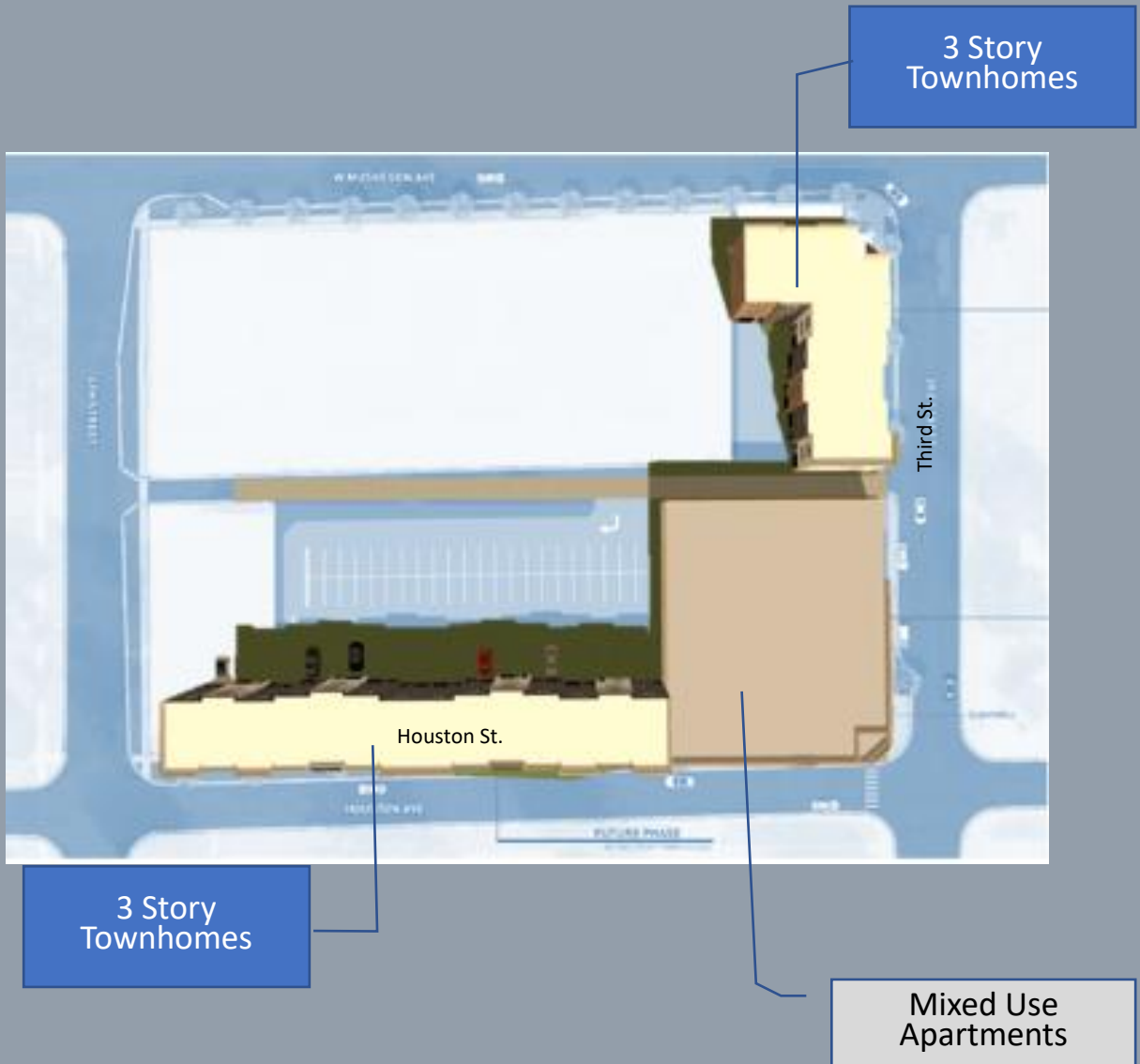


Presents

MidTown Center

A Mixed Use Residential and Retail Project
Focused on Providing an Inclusive and Integrated
Living Community.

*All Drawings and designs dependent on feasibility study.



Site Plan:

MidTown Center
1095 Third St.
Muskegon, MI 49440

Side views of MidTown Center.

Townhomes having individual parcel numbers so that the units can be rented or sold.



Third Street View



3rd Street Side of MidTown Center Building



3rd Street MidTown Center Town Homes

Corner view of MidTown Center Town Homes,
corner of Third St. and W. Muskegon Ave.



Side views of MidTown Center.

Townhomes having individual parcel numbers so that the units can be rented or sold.



Houston Street View



MidTown Center on Houston Street



MidTown Center Town Houses on Houston Street

	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10080	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

■ STUDIO UNIT
■ 1-BEDROOM UNIT
■ 2-BEDROOM UNIT



Lower Level

	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10080	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

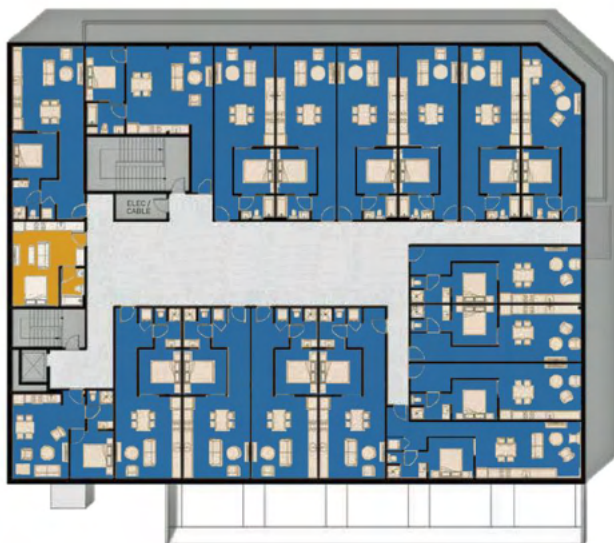
■ STUDIO UNIT
■ 1-BEDROOM UNIT
■ 2-BEDROOM UNIT



First Level Showing Potential Apartment Layout at Full Capacity.

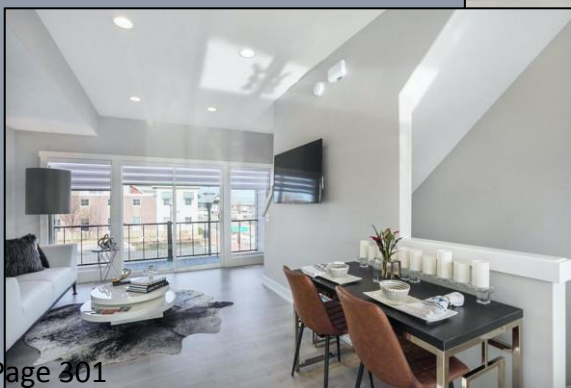
	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10080	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

■ STUDIO UNIT
■ 1-BEDROOM UNIT
■ 2-BEDROOM UNIT



Second Level Showing Potential Apartment Layout at Full Capacity.

General Feel of Town Homes- Large windows with expansive views. Easy living Luxury vinyl Floors. Contemporary Cabinets will lead to an overall warm and modern feeling.



Source: Pictures taken from Western Place Condominiums

Proposed Option pending feasibility study. West Urban Properties proposes to explore the potential for 2 additional added to the first two floors.



*All Drawings and designs dependent on feasibility study.



Third Street View of 4 story option.

Basic floor plan 3rd and 4th, floors.

CONCEPT PLAN | 1ST LEVEL

	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10680	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

■ STUDIO UNIT
■ 1-BEDROOM UNIT
■ 2-BEDROOM UNIT



The addition of two more stories will allow for 2-bedroom apartments or 34 more single apartments- 17 on each floor

With Sincere Appreciation
for the opportunity to share in the
growth of Muskegon.



Questions may be directed to:
Dave Dusendang
616 874 7085



Mr. Jake Eckholm
Director of Development Services
City of Muskegon Development Services Department
933 Terrace Street
Muskegon, MI 49440

RE: Letter of Intent to Redevelop City Owned Property
1095 3rd Street, Muskegon, MI 49441
PIDN: 61-24-205-350-0009-00, 61-24-205-350-0001-00
1.16 +/- Acres

Mr. Eckholm,

Please accept this letter of intent as a formal request by Spire Development (“Spire”) to redevelop approximately 1.16 +/- acres of City of Muskegon owned property, located at 1095 3rd Street, Muskegon, MI 49441 and identified in Exhibit A (PIDN: 61-24-205-350-0009-00, 61-24-205-350-0001-00) (the “Property”).

Project Description

Spire intends to redevelop the Property as a 45-55 unit, 100% affordable, workforce housing community (the “Project”) that will be financed in-part with the Michigan State Housing Development Authority (“MSHDA”) tax credit program. The Project’s 1, 2, and 3-BR units will be affordable to residents up to 80% of the Area Median Income (“AMI”). The Project will be designed as a 2-3 story enclosed garden walk-up and will feature multiple amenities such as a community room, leasing office, resident storage space, and indoor bicycle storage. The Project will be highly energy efficient, meeting Enterprise Green or LEED standards. The Project will be designed with input from the local historic district and will complement the architectural character of the area.

Spire is committed to preserving and or replicating the old façade of the existing building underneath the currently plastered exterior as shown in the attached Exhibit B, subject to structural integrity. The reconstructed building will include common space, residential units, and a potential white-box commercial space, should market conditions support it. A three-story building will be built on the 0.21-acre lot on the corner of Muskegon Avenue and 3rd Street, and an additional two to three story building will be built along Houston Avenue. Buildings will be designed to maximize frontage along all roads. Parking will be designed to be accessed from the alley.

Project Need in the Community

The Project will benefit the city in multiple ways. It will directly fulfill a measured need for tax credit workforce housing in the community, as identified in the *2023 Muskegon Housing Needs Assessment* and the *2019 Multi-Family Housing Study, City of Muskegon, Michigan*. The Project will re-develop a vacant infill lot in a historical district along a public transportation corridor, which will encourage further development along Muskegon Avenue and 3rd Street. The Project will create jobs and support local businesses by employing numerous local subcontractors and tradesmen who will construct and consume in the vicinity. Working families will benefit from the Project’s proximity public transportation and major employers, while seniors looking to downsize from single family homes will have a new housing option built to modern accessibility standards. Finally, residents will be able to live in an environment where they are not rent burdened and therefore will have more disposable income to support the local economy.

Project Ownership and Management

Spire Development will serve as the developer and long-term owner of the Project, which we anticipate will be managed by KMG Prestige. KMG Prestige is one of the largest affordable housing management companies in the state of Michigan and has partnered with Spire on prior projects, the most recent being Center City Lofts, a 55-unit workforce housing development in Midland, Michigan. Spire will engage a third-party general contractor via a competitive bid process to construct the project, which will support local subcontractors.

Project Timeline

Should Spire be selected for redevelopment of the Property, we will immediately engage with city staff to present concept plans and solicit feedback. The goal of outreach will be to determine the ideal architectural design and site plan layout to best serve the needs of the community. Spire has a history of welcoming and incorporating stakeholder input to deliver projects that enhance the communities in which they are located.

After city staff's input has been received, Spire will apply for tax credits in the October 2023 funding round. Should Spire successfully receive a funding award, groundbreaking will occur in the spring of 2024. The project will be completed in the summer of 2025.

Spire Development appreciates the opportunity to present a concept plan for the subject Property. Please do not hesitate to contact the undersigned with any questions you may have.

Sincerely,



Sean McMickle
Development Vice President
Spire Development, Inc.

Attachments

- Exhibit A: Property map
- Exhibit B: Existing structure historical photographs
- Exhibit C: Example Spire Development Projects

Exhibit A: Property Map

+/- 1.16 acres

PIDN#s:

61-24-205-350-0009-00

61-24-205-350-0001-00

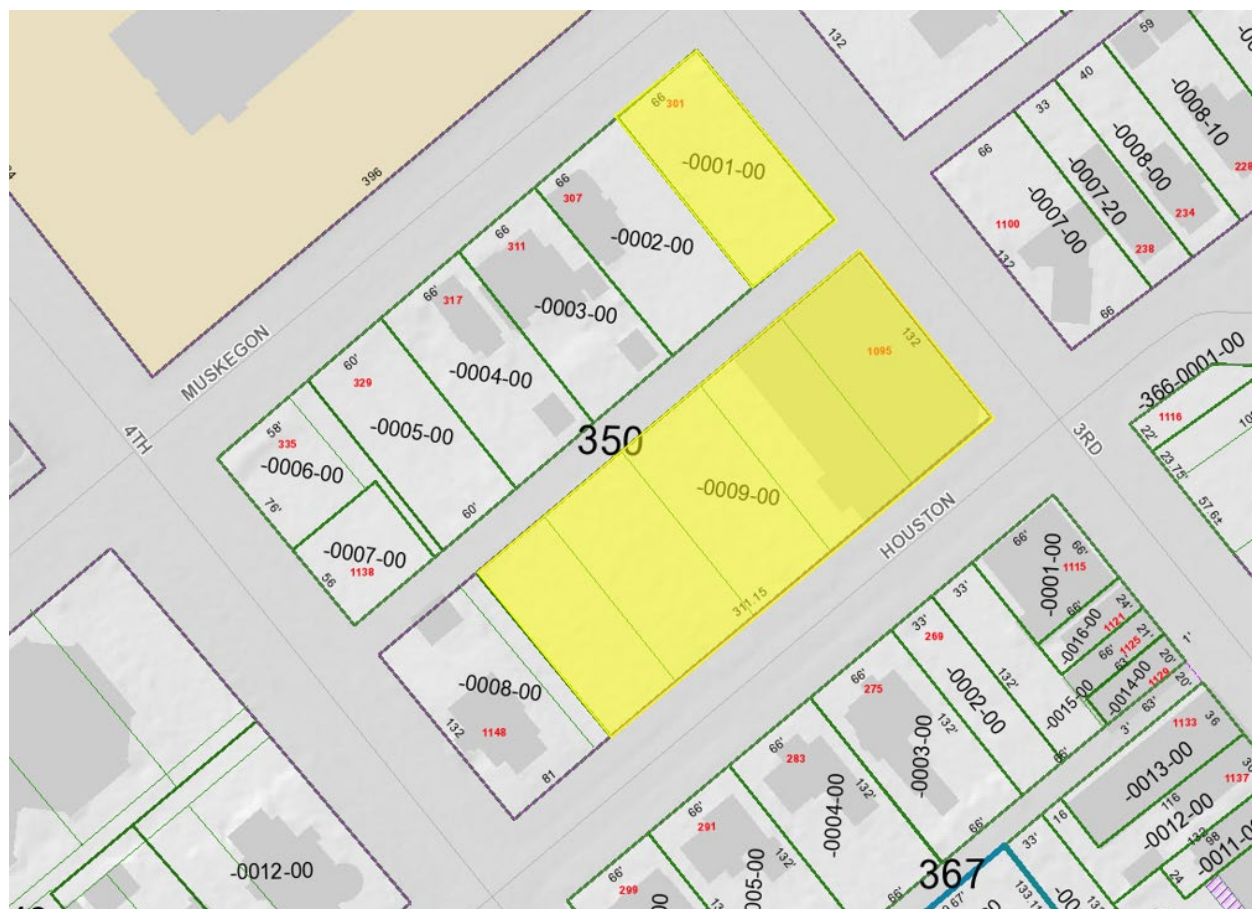


Exhibit B: Existing structure historical photographs



Exhibit C: Example Spire Development Projects

Lofts at Milnes Plaza, Coldwater, Michigan





Center City Lofts, Midland, Michigan



Austin Commons, Miami Township, Ohio



THIRD STREET LIVE/WORK LOFTS



1095 THIRD STREET REDEVELOPMENT PROPOSAL

Submitted by General Capital Group
MARCH 5, 2023



Josh Hafron, 414-228-3518
General Capital Group



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 - c. Progressive A/E
 - d. KMG Prestige



March 5, 2023

Mr. Jake Eckholm
Director of Development Services
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

**Re: Redevelopment Proposal for Third Street Live/Work Loft Apartments
 1095 Third Street**

Dear Jake:

General Capital Group is pleased to present our proposed redevelopment plan for 1095 Third Street in Muskegon's vibrant Nelson neighborhood. The attached proposal responds to the City of Muskegon's specific development goals. We are familiar with the site and have been interested in pursuing a development in this area for several years. While our previous efforts to secure a site in the neighborhood (at 1144 Third Street) did not come to fruition, we are excited by the opportunity to propose a large-scale redevelopment of this property. We believe this site presents an excellent opportunity for a vibrant, mixed-use workforce housing community with state-of-the-art residential amenities and a combination of retail and live/work opportunities that will activate and engage both Third Street and Houston Avenue. Our research indicates a tremendous demand for high-quality affordable housing in Downtown Muskegon and our track record demonstrates our ability to turn this project into a reality. In addition, our proposal directly responds to the City's recently released "Housing Needs Assessment" conducted by Bowen National Research, which indicates tremendous housing demand in our target demographic and rental price points.

As the City is aware, General Capital is active in Downtown Muskegon; we developed both the Berkshire – Muskegon independent senior project as well as our recently opened TEN21 Apartments on Jefferson Street, only a couple of blocks away from the proposed site. In addition, General Capital recently acquired the Village at Jackson Hill on the City's east side. As we have done in the past with our projects in Muskegon, General Capital takes particular care in developing designs that reflect the local neighborhood fabric. We don't use building prototypes and standard floorplans. Each housing community is unique to its placement in the neighborhood and surrounding community. We find this approach generates long-term value for us, as owners, as well as the communities in which we operate. Our projects blend seamlessly with the neighborhood as we have demonstrated with both our Berkshire and TEN21 projects in Downtown Muskegon.

General Capital's plan for this site reflects the City's "Preferred Development Vision" as a point of departure. The City is seeking a multi-story mixed-use development with a focus on the pedestrian environment and active first floor uses to complement the neighborhood. Our plan enlivens the public

realm by providing active uses on the ground floor including commercial space in live/work units that help incubate and foster small businesses and increase urban vitality. We will incorporate the historic Catholic Charities building into our development as the cornerstone of the project, providing a beautiful two-story “Main Street” style frontage to our 51-unit development. We are proposing to restore and repurpose this two-story structure with a new commercial storefront with a “Community Serving Facility,” community space and loft-style apartments. General Capital has specific experience renovating historic structures, similar to what we are proposing here. We are proposing to activate the Houston Street frontage with live/work units with active pedestrian storefronts lining the street, offering residents the opportunity to operate a business or studio on the ground floor of these unique two-story units. Together, our scheme creates a cohesive, multi-building development that fits the scale and character of the neighborhood. Given the high priority the City has placed on restoring this structure, our group has the experience it takes to realize the successful combination of an historic building and a new construction addition as we are proposing. We have done very similar historic renovation/new construction combinations with our Niles Post Office Apartments and Albert Kahn Apartments in Jackson, Michigan.

In addition to contributing to the vitality of Downtown, our project will be a showcase for sustainable urban infill development. Our project will be LEED®- certified and will use state-of-the-art infrastructure; high efficiency plumbing fixtures; energy efficient lighting; EnergyStar® furnaces and appliances; certain recycled building materials and other green/sustainable features. Participation in the LEED program assures the City that our project will meet a stringent third-party green building verification process. General Capital’s project will also include numerous Universal Design features to ensure that the entire community can enjoy our property. All outdoor spaces will be designed with accessibility in mind and our units will include flexible designs that provide opportunities for increased accessibility. For example, cabinets that can be converted to accommodate individuals with physical disabilities. All units will be visitable and 10% of the units will be barrier free. Together, our forward-thinking design, approach to sustainability, diversity and inclusion, will make our project a cornerstone of the lively Nelson neighborhood.

As a brief introduction, General Capital is a leading Milwaukee-area based real estate development firm focused on developing high-quality, sustainable projects in established urban neighborhoods, each with a unique character reflecting the community in which it is developed. Our firm is a recognized leader in the development of high-quality affordable housing communities using federal, state and local housing financing programs in Wisconsin, Michigan and Illinois. Our core business also includes the development and acquisition of office, industrial, retail and market-rate multi-family assets. The firm was established in 1994 and has developed over 37 housing tax credit projects to date.

General Capital develops or repositions institutional quality assets that are typically held in the company’s portfolio for the long term. In selecting and executing its projects, General Capital works closely with municipalities to ensure that projects enhance long-term community goals and objectives. We have a well-established track record in Michigan (nine projects to date) and are familiar with funding programs available for this project. We find that generating good ideas is the “easy part” of development. The challenge is to close these deals in today’s high cost and high interest rate environment. Our team has a long and successful track record of choosing projects carefully and executing the details with great care. ***Our ideas get done.*** Structuring innovative transactions with a deep understanding of property subsidy, public and private financing structures and other soft money financing vehicles is a strong suit of our development team. This project is no exception, and our development team has the expertise required to navigate the complexity to execute our plan. We encourage you to visit our website to view the depth of our experience and portfolio: www.generalcapitalgroup.com.

Over the years, we have developed strong relationships with Michigan-based firms to ensure the best fit of professionals with local knowledge and expertise. Our team will consist of Hooker DeJong Architects (Muskegon), Progressive A/E for civil engineering (Grand Rapids) and KMG Prestige, our Michigan-based property manager (Mt. Pleasant, MI). In addition, Tom Lapka of Mallory, Lapka, Scott and Selin (Lansing) will serve as our Michigan-based counsel. Together, this core group has successfully collaborated on nine projects with excellent, proven results. General Capital's subsidiary, Bedrock Construction Company, will act as General Contractor for the project. Bedrock has built over 25 tax credit projects over the years. We have found that we get the best results by building our projects ourselves. While we do not self-perform any trades, we have deep relationships with the industry and have found that we can best control schedule and delivery with this approach. More specifically, we typically hire local and/or regionally-based superintendents and use a Construction Manager form of delivery in the field. This allows us to tap local subcontractors and professional trades. After construction is complete, KMG will typically hire a local on-site property manager and maintenance personnel to run the property on a day-to-day basis. This allows us to maintain a connection with the local community on an ongoing basis.

We believe our approach will yield an outstanding realistic, achievable project for the Catholic Charities site. The enclosed supporting materials reflect our concept design and site plan, which we believe is a great fit for the site. We are also including an overview of our firm, projects and professional team. Together, we have accomplished this before with excellent outcomes, as evidenced by our existing projects in Muskegon. Even though the City is familiar with our team, we encourage you to contact our references to confirm our ongoing reputation with municipal and banking partners. You will find that our team is professional and straightforward, with a particular emphasis of creating "win-win" scenarios for the communities in which we work.

We look forward to presenting our proposal in more detail. In the meantime, please don't hesitate to contact Josh Hafron, our primary contact, at 414-228-3518 with any questions regarding our proposal. As a final note, because of the similar nature of our proposal to previous historic renovation projects we have developed, we are happy to set up site visits for you to view our projects in Niles and Jackson firsthand. As always, thank you for your time and consideration.

Sincerely,
General Capital Group

A handwritten signature in dark ink, appearing to read "Josh Hafron", written in a cursive style.

Josh Hafron



SECTION 2

Proposed Development Vision and Program

PROPOSED DEVELOPMENT VISION AND PROGRAM

General Capital is proposing a 51-unit mixed-use development called “Third Street Live/Work Loft Apartments” consisting of a combination of adaptive re-use units and commercial space in the existing building as well as a 3-story addition along Houston Avenue. In developing the proposal, our Muskegon-based architect Hooker DeJong considered the existing fabric of the neighborhood including massing, streetscape and architectural character of surrounding buildings. The result is a scheme with three primary components:

1. ***Adaptive Re-use of the Historic Catholic Charities Building.*** We have recently renovated such historic structures and incorporated them into new developments in both Niles and Jackson, Michigan. In both cases, the renovations received the nod of the state’s Historic Preservation Office without going through the formality of the National Park Service process. In other words, we have done this successfully before and understand what it takes to accomplish this. In the case of the Catholic Charities building, we intend to remove the existing stucco exterior to expose the original brick and storefront super structure below. We intend to replace the storefront on the ground floor and open the structural bays on the upper floor to authentically reproduce the spirit of the original building. We then intend to renovate the ground floor into commercial space, community meeting and amenity space and loft-style units on the back of the building and second floor. To allow us the greatest flexibility in repurposing this structure, we do not intend to pursue historic preservation tax credits. This will allow us to use as much of the existing structure and character as possible, while allowing us to make the building work for us.
2. ***A 3-story new construction addition with unique two-story “live/work” units.*** We intend to connect the existing Catholic Charities building to a new 3-story structure that will include 35 units in a combination of one-, two- and three-bedroom configurations. The unique live/work units will include direct entries from the street, allowing for residents to “hang their shingle” and promote their home-based business in a separate space. Uses we have seen in such spaces include artists’ studios, hairdressers, accountants, architects and therapists. These spaces work nicely as incubator spaces for new businesses before finding outside commercial space. These units will create a lively, active frontage along Houston Avenue, rather than the typical apartment building up against the sidewalk.
3. ***Pocket Park and Food Truck/Market Space.*** We intend to preserve the parking lot at the corner of Third Street and Muskegon Avenue to support area businesses with public parking and offer a potential gathering space for food trucks and/or market stalls as the community sees fit. We intend to work with City to program and fund this space. Our intent is to keep it separate from our primary proposal. We believe it should be maintained as a gateway site with a special public purpose.

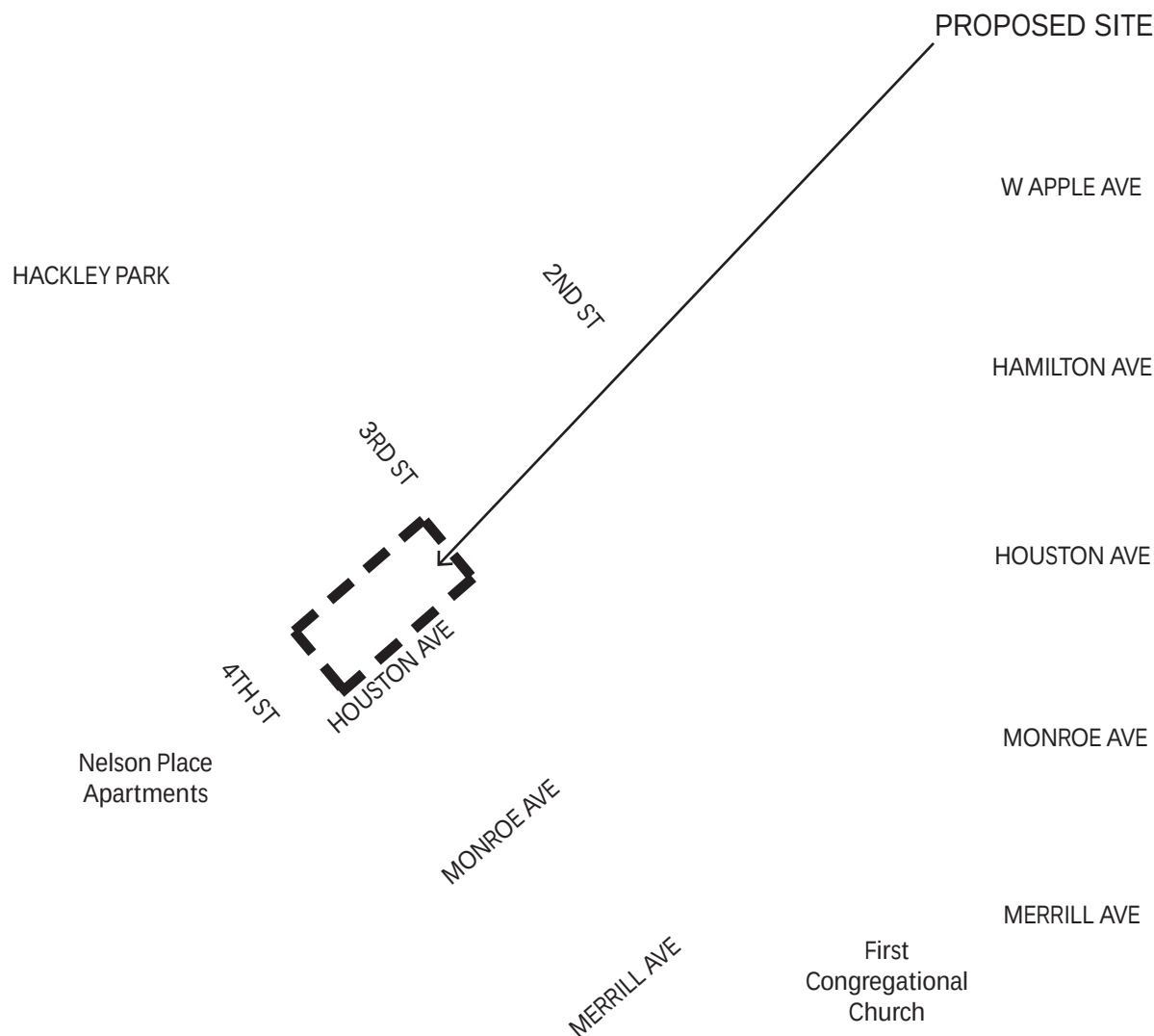
We believe our project offers the City a vibrant, mixed-use community that responds to the needs of the neighborhood. General Capital has a tremendous track record of getting these projects off the ground, from initial concept to the groundbreaking. We believe our concept has merit and is the right size and scale for this site.

Muskegon, MI
03.03.2023
Conceptual Design Review

PROJECT OVERVIEW | PROJECT LOCATION

Site Location: 1095 Third Street Muskegon, Michigan

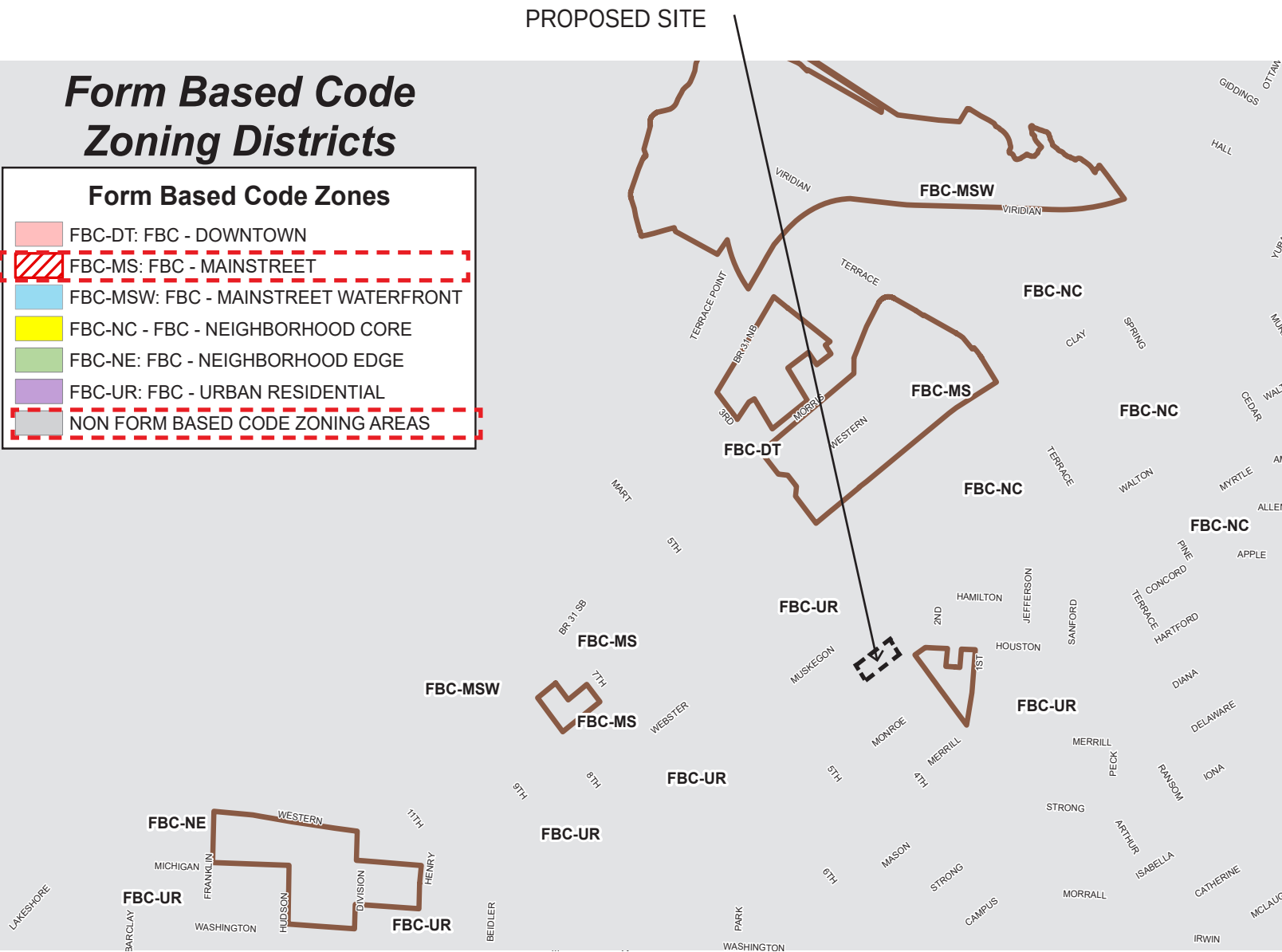
A0.95-acre site at the intersection of Houston Ave and 3rd Street in the City's Nelson Neighborhood, in close proximity to the Downtown Heritage District. The site serves as a connector gateway between the outer residential neighborhoods and the Downtown Heritage District.



PROJECT BRIEF | ZONING INFORMATION

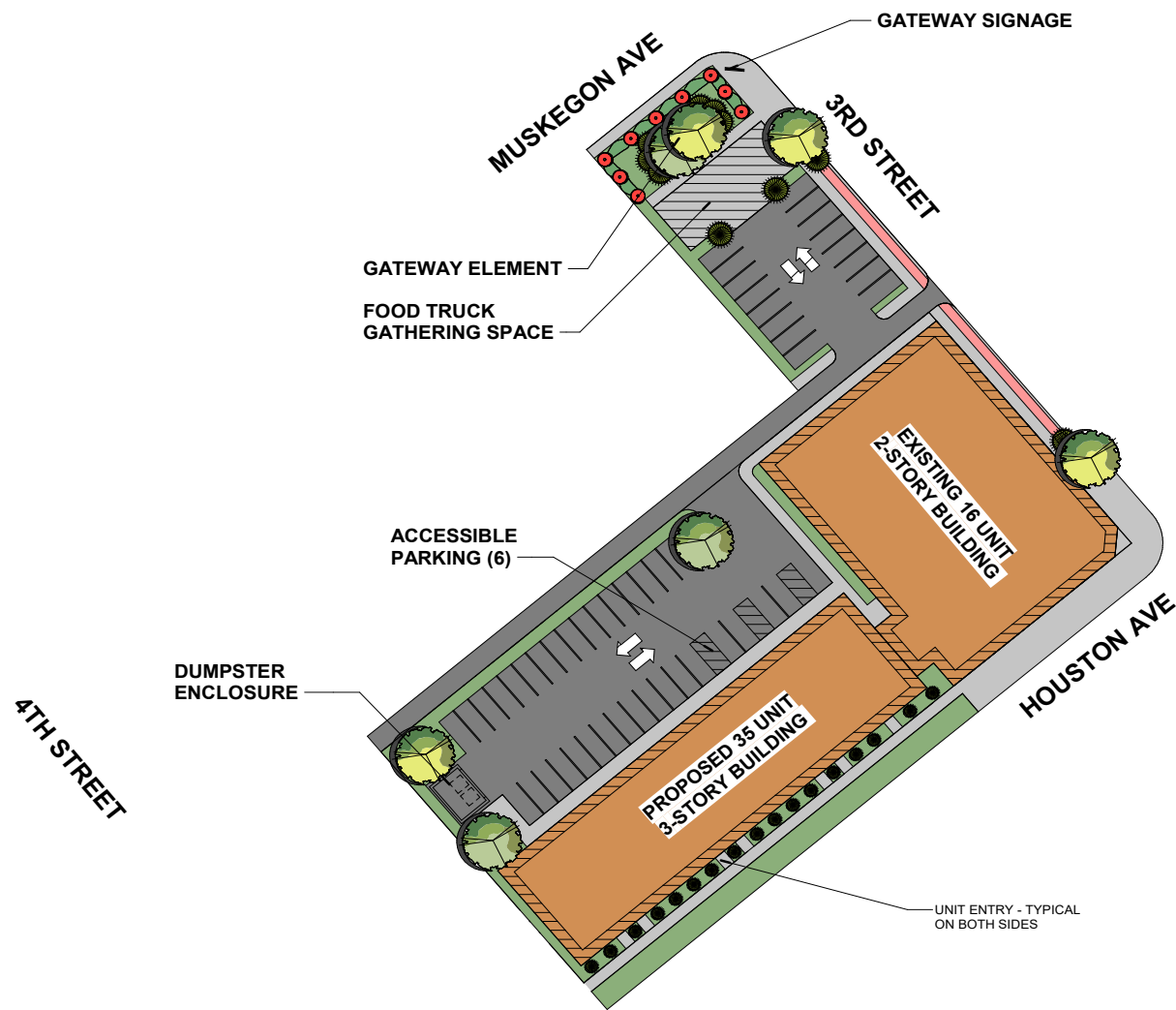
Zoning Classification: FBC-MS: FBC - Mainstreet / Non Form Based Code Zoning Areas

The site is included in the form-based code and is also specified within the PUD district. The site is zoned FBC-MS (FBC Mainstreet), which is intended to provide a focal point that serves the city’s neighborhoods by accommodating retail, service, and residential uses in a compact, walkable urban form. The Mainstreet area is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain primarily street level retail use; however, residential and service uses may occur on the ground floor so that the area can mature over time. This district also supports live/work establishments, multi-plex housing and some rowhouses, with a high level of walkability and vibrancy at the street level.



CONCEPT DESIGN | CONCEPTUAL SITE PLAN

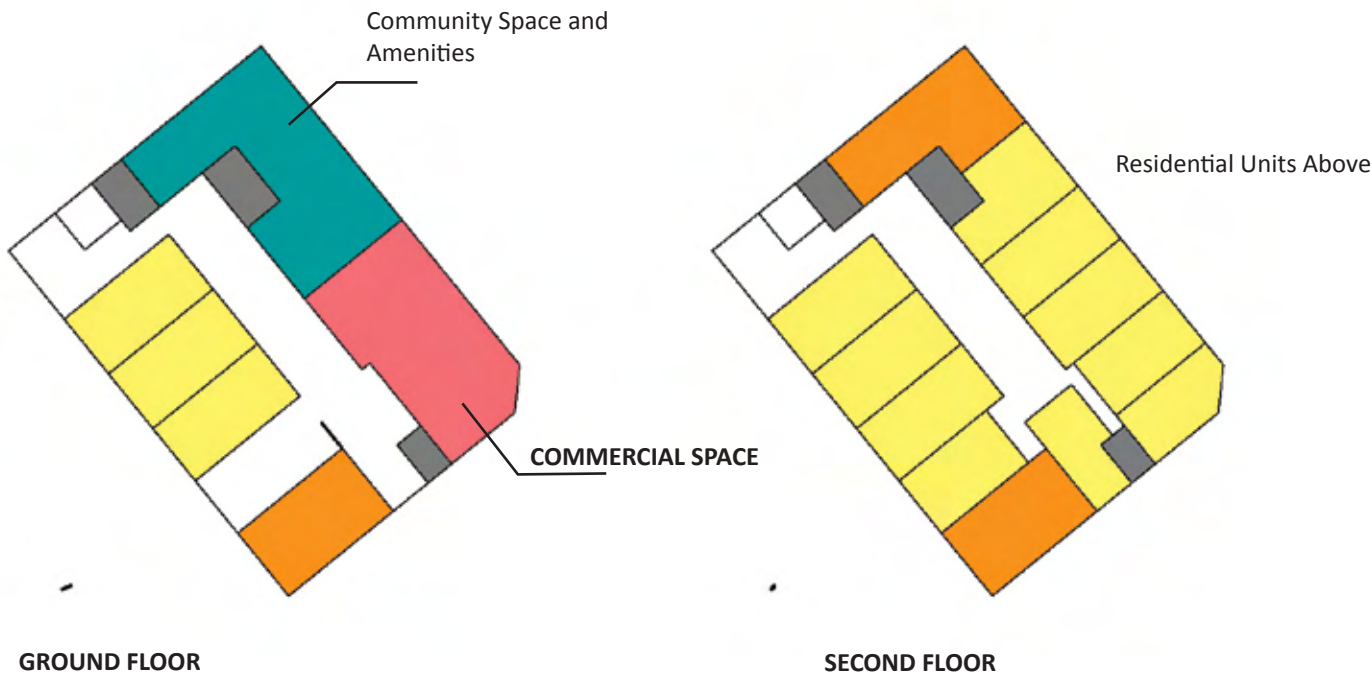
The proposed site features a new 3 story (35 unit) live+Work building attached to the existing renovated 2-story (16) unit building with commercial and community spaces. Adjacent parking and food truck amenity to lot to the north.



CONCEPT DESIGN | EXISTING BUILDING



ADAPTIVE RE-USE OF EXISTING CATHOLIC CHARITIES BUILDING



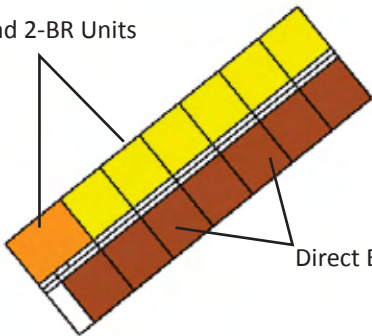
CONCEPTUAL FLOOR PLANS

CONCEPT DESIGN | LIVE/WORK UNITS



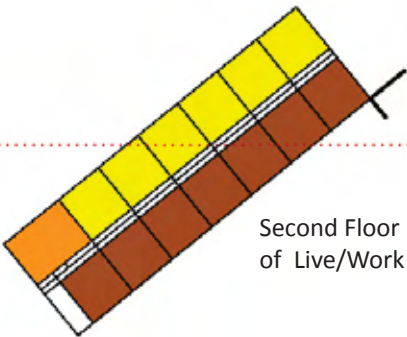
CONCEPTUAL FLOOR PLANS OF LIVE/WORK

One- and 2-BR Units



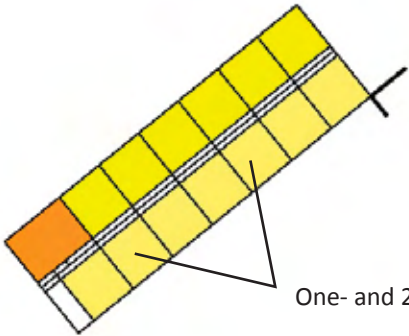
Direct Entry Live/Work Units

FIRST FLOOR



Second Floor Living Space of Live/Work Units

SECOND FLOOR

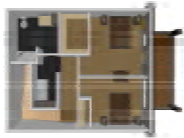
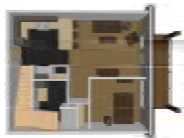


One- and 2-BR Units

THIRD FLOOR

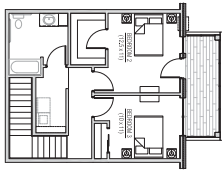
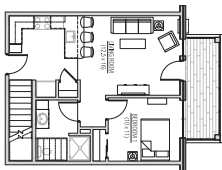
PLAN 3.1

Three Bedroom Three bathroom
1,314 square feet
12 Townhome Style Units



HIDE HOUSE LOFTS

Three Bedroom Three bathroom
1,314 square feet
12 Townhome Style Units



CONCEPT DESIGN | HISTORIC RENOVATION

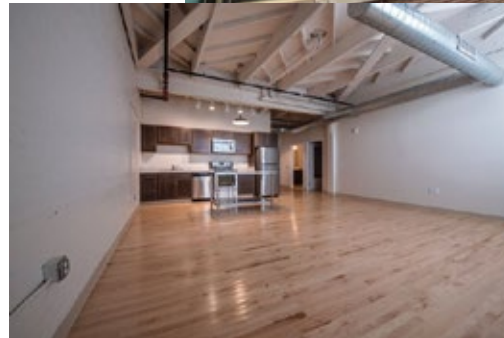
NILES POST OFFICE APARTMENTS -- Niles, MI



ALBERT KAHN APARTMENTS -- Jackson, MI



BRASS WORKS APARTMENTS -- Delavan, WI



CONCEPT DESIGN | DESIGN INSPIRATION

The proposed development strives to blend traditional industrial architecture to modernity through design. This project can create variety and texture, and community interaction to an already historic site in Muskegon, MI.

VARIETY + TEXTURE!

CORNERS CAN BE
GATEWAYS TO NEW
PLACES.

ENCOURAGE USES
THAT GO BEYOND JUST
DAYTIME

EXISTING
INDUSTRIAL STYLE
ARCHITECTURE
MEETING MODERN
SLEEK

PEDESTRIAN PRIORITY
PLACES

HISTORIC CONTEXTS

EXISTING
CONTEXTS

CONCEPT DESIGN | LIVE+WORK BUILDING

CONCEPTUAL STREETSCAPE VIEW

CONCEPTUAL STREETSCAPE VIEW

CONCEPT DESIGN | SUPPLEMENTAL IMAGES

CONCEPT DESIGN | SUPPLEMENTAL IMAGES



SECTION 3

Conceptual Financial Structure / Financial Stability

CONCEPTUAL FINANCIAL STRUCTURE & FINANCIAL STABILITY

General Capital is proposing a significant investment in this project of approximately \$15.3 million in the Nelson Neighborhood, including paying the City of Muskegon \$100,000 for the property included in our proposed project. Our proposal contemplates a combination of financing sources including a first mortgage of approximately \$2.3 million and Housing Tax Credit equity of approximately \$12.9 million. We anticipate applying for MSHDA tax credits in the October 2023 round, allowing us to work with the City and neighborhood stakeholders to fully vet our proposal and produce the necessary documentation for our submittal.

This section contains an overview of the conceptual financial structure and documentation of General Capital's financial capacity to undertake the contemplated project.

PROJECT SOURCES AND USES

Uses:

Land Purchase	100,000
Construction	12,026,898
Interim Costs During Construction	755,527
Soft Costs	2,272,500
<u>Reserves</u>	<u>223,037</u>
Total Uses	15,377,962

Sources:

First Mortgage	2,431,719
Managing Member Equity	100
Deferred Fee	47,433
<u>Tax Credit Equity</u>	<u>12,898,710</u>
	15,377,962
Total Sources	

FINANCING AND COMPENSATION TO CITY FOR LAND

Equity: General Capital will apply in MSHDA's October 2023 9% round for housing tax credits.

Debt: General Capital will secure first mortgage bank debt after an award of credits.

Land Purchase: **General Capital is offering to purchase the building and vacant parcel for \$100,000.** General Capital is not offering to purchase the land at the corner of Third and Muskegon.

PILOT: The project is requesting a 30-year 4% PILOT from the City of Muskegon.

Unit AMI Mix: The project will be a mixed income project and be able to serve households up to the incomes listed below within each Area Median Income bucket. The project is set up using these AMI buckets to maximize scoring for the MSHDA tax credit application.

			Max 2 HH	Max 3 HH	Max 4 HH	Max 5 HH
30%	5	\$	17,160	\$ 19,320	\$ 21,450	\$ 23,190
40%	13	\$	22,880	\$ 25,760	\$ 28,600	\$ 30,920
60%	14	\$	34,320	\$ 38,640	\$ 42,900	\$ 46,380
80%	19	\$	45,760	\$ 51,520	\$ 57,200	\$ 61,840

51

Estimated Rents: Estimated rents as of March 2023, depending on a resident's income will range from \$305-875 for 1-bedroom units, \$525-\$1,000 for 2-bedroom units and \$975-\$1,200 for 3-bedroom units.

PROJECT TIMELINE

General Capital anticipates applying for Housing Tax Credits in the Fall of 2023, allowing ample time for municipal entitlements and stakeholder buy-in. We anticipate closing this transaction by mid-summer 2024 with occupancy approximately one year later. The schedule below shows the major milestones of our project:

RFP Submittal	3/2/2023
RFP Awarded	3/15/2023
Purchase Agreement Signed	4/15/2023
PILOT Approval	Summer 2023
Site Plan Approval	Summer 2023
Secure Project Based Vouchers	Summer 2023
Neighborhood Engagement	Summer 2023
MSHDA Application Submitted	10/1/2023
MSHDA Award Announcements	12/1/2023
CLOSING	6/15/2024
Construction Commencement	6/30/2024
Construction Completion	7/30/2025
Resident Move In	8/1/2025

FINANCIAL CAPACITY

Three principals of General Capital, Michael Weiss, David Weiss and Joshua Hafron will guarantee the construction contract, provide guarantees to the tax credit investor and fund predevelopment costs until the Closing of the transaction. If General Capital is chosen to develop the parcel, the principals will provide financial statements prior to selection/award, if requested.

Appendix



Firm Overviews and Resumes

LEAD DEVELOPER

General Capital

Affordable Housing Development



BEERLINE B APARTMENTS

Affordable Housing

The partners of General Capital have been involved in the development, management and ownership of affordable multifamily housing projects since the 1980's. Our commitment to affordable housing involves development, acquisition and rehabilitation housing.

General Capital's new construction of affordable rental housing has involved the use of 9% and 4% tax credits as well as other Federal and local housing programs. General Capital has successfully developed a well-known senior housing brand, the "Berkshire". Berkshire independent senior apartments are designed to specifically meet the housing and supportive services needs to allow today's independent living elderly to comfortably age in place. Berkshire residents are a part of an active, well-rounded community that provides a sense of self, well-being and inclusion. The Berkshire's commitment to quality was recognized with a Charles Edson Tax Credit Excellence Award for the Berkshire Grafton in 2003.

General Capital is also focused on the acquisition and preservation of apartment projects currently regulated by HUD, the IRS or State Housing Agencies and non-regulated multi-family properties that are candidates for repositioning as affordable properties. The firm has extensive experience utilizing both public and private resources to preserve the affordability of housing. Transactions have involved the investment of new tax credit equity and more conventional debt and equity strategies.



HIDE HOUSE LOFTS - MILWAUKEE, WI

General Capital Acquires, Rehabilitates and Develops Affordable Housing

These practices are the basis of General Capital's success:

- Working with non-profit organizations
- Emphasizing community collaboration with local organizations and community business leaders
- Structuring innovative transactions with a deep understanding of property subsidy, rehabilitation and financing vehicles
- Maximizing environmental conservation through sustainable development including the redevelopment and renewal of environmentally contaminated properties
- Engaging high quality property management firms and intensive asset management
- Utilizing best practice construction methods and high quality materials that ensure quality and durability of product
- Working closely with state agencies to achieve mutual objectives



General Capital Team

David Weiss

CHIEF EXECUTIVE OFFICER



David is Chief Executive Officer of General Capital. He began his career in New York with Citibank's Leveraged Capital Group in the 1980s. David later became a Vice President in Citibank's Institutional Recovery Management group, where he was involved in corporate workouts, restructuring and lender litigation. In 1993, David moved to Citicorp's Real Estate Group in Chicago, where he was Vice President and team leader in the Shopping Centers Group, managing a debt portfolio in excess of \$400 million. He joined General Capital Group in 1997 as a founding Partner. David is a member of the Firm's Investment Committee and is responsible for General Capital's financial and banking relationships and risk management.

Additionally, he is head of strategic planning on a local non-profit board and has been a guest lecturer in several Marquette Real Estate courses, a mentor to business school students and active participant in various student career advancement programs.

Josh Hafron

PARTNER



Josh Hafron joined General Capital's Chicago office in 2007 with a focus on the acquisition and redevelopment of affordable/low income housing projects across the country. Josh has over 15 years of commercial real estate experience. Prior to joining General Capital, he served as assistant vice president with Urban Innovations in Chicago, where he was involved in the acquisition of affordable housing projects nationally. Josh previously held positions with First Industrial Realty Trust and First Chicago Capital Markets. Josh graduated from Tufts University and has a joint MA/MBA degree from George Washington University. He and his wife Kim live with their two children in Glencoe, IL.

Sig Strautmanis

PARTNER



Sig is responsible for coordinating General Capital's design, municipal entitlements and construction. In addition, Sig leads General Capital's environmental initiatives, including managing the firm's energy efficiency program and certifying new residential projects.

In 2004, Sig was named to the Business Journal's "40 Under 40" list for his contributions to the profession and local community. Sig joined General Capital after working for LDR International, a nationally recognized land use and urban design firm in Columbia, Maryland and for the Village of Germantown, a high growth Milwaukee suburb. In addition to his work at General Capital, Sig is currently an Adjunct Assistant Professor of Urban Planning at the University of Wisconsin – Milwaukee. He has Masters degrees in Architecture and Urban Planning.

GENERAL CAPITAL

Chelle Nennig

CHIEF OPERATING OFFICER



Chelle has over 25 years of experience in Real Estate Development and Property Management. After graduating from Carroll University with a Bachelor's of Science Degree in Accounting she worked at an international public accounting firm spending 5 years in the Audit practice. Chelle then joined a rapidly growing development and property management company where she rose to President. In 2000 Chelle further advanced her real estate career by joining General Capital Management. Presently, Chelle is responsible for the Investor Relations, Accounting, Financial Reporting, Tax Compliance and Property Management Departments. Chelle also oversees the management of the student housing operations.

Renee Adrian

ACCOUNTANT



Renee is a 1991 graduate of the University of Wisconsin, Oshkosh. After working for the State of Wisconsin with the Department of Corrections, Renee worked briefly for The Midland Group as an assistant to the Property Manager. In 1996 she left Midland to work for the newly formed General Capital Management Inc. During the past 20 years with General Capital, Renee has worked as the Property Manager, Office Manager and Accounting Administrator. In her current role as Leasing Specialist Renee coordinates tenant leasing and construction and also maintains an active role in the accounting department. Renee has been a licensed Real Estate Broker with the State of Wisconsin since 1998 and is a member of the International Council of Shopping Centers.

Carmello Maddente

VICE PRESIDENT, MARKETING AND IT



Carmello joined General Capital in 2010 filling a new position at the firm, Director of Marketing. Prior to General Capital Carmello worked in the marketing department at Wisconsin's largest residential real estate firm. At General Capital Carmello is responsible for all marketing and information technology initiatives.

Jackson Lindsay

CONSTRUCTION COORDINATOR



Jackson assists with project logistics, feasibility, design, and construction. Prior to joining General Capital in 2014, Jackson worked as a design/build custom woodworker. He holds a Masters degree in Architecture from the University of Wisconsin – Milwaukee.

GENERAL CAPITAL

Jenifer Bersch

PARALEGAL



Jenifer joined General Capital as a Paralegal in March 2019. Prior to joining General Capital, she was the Senior Paralegal at Stark Investments, an international multi-billion dollar investment company, with primary responsibilities in the corporate, securities, transactional and compliance areas. Jenifer developed extensive experience in the corporate, securities and transactional areas as Senior Paralegal at Michael, Best & Friedrich, LLP. Jenifer attended the University of Wisconsin – La Crosse and graduated from the Minnesota School of Business.

Sarah Hillenbrand

DEVELOPMENT



With a background in commercial banking and financial analysis, Sarah is well suited to take on a variety of responsibilities. These include underwriting, financial projections, managing debt financing, and investor relations. With an eye for both financial and aesthetic details, she's equally adept weighing in on the financial side of the real estate management as she is on the design. Sarah has a BA degree in Marketing and the renowned Real Estate program at the University of Wisconsin-Madison.

CURRENT RESIDENTIAL PORTFOLIO

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Union Apartments	53	53	Workforce	Wheeling	IL	Under Construction
Chapel Garden **	63	63	Senior	Milwaukee	WI	Under Construction
Berkshire at The Grove	102	102	Senior	Stevens Point	WI	Under Construction
Berkshire Ashwaubenon **	75	63	Senior/Workforce	Ashwaubenon	WI	Under Construction
Johnsburg Workforce Housing	49	49	Workforce	Johnsburg	IL	Pending Closing
Village Square Apartments at the Preserve	50	50	Workforce	Elkhart Lake	WI	Pending Closing
Tyden Lofts **	60	60	Workforce	Hastings	MI	Pending Closing
Berkshire Sheboygan Riverfront **	101	101	Senior/Workforce	Sheboygan	WI	Pending Closing
Riverwest Food Accelerator	91	77	Workforce	Milwaukee	WI	Pending Closing
MLK Library Apartments	93	93	Workforce	Milwaukee	WI	Pending Closing
Village at Jackson Hill	40	40	Senior	Muskegon	MI	2021
Orchard Ridge	43	43	Workforce	Ashwaubenon	WI	2021
Post Office Apartments **	63	63	Workforce	Niles	MI	2021
Berkshire Sheboygan Falls	65	54	Senior	Sheboygan Falls	WI	2021
Berkshire Johnsburg	68	67	Senior	Johnsburg	IL	2021
Albert Kahn Apartments **	73	73	Workforce	Jackson	MI	2021
Ten21 Apartments **	73	73	Workforce	Muskegon	MI	2021
Berkshire Stevens Point **	88	88	Senior	Stevens Point	WI	2021
Brass Works Apartments **	73	64	Workforce	Delavan	WI	2020
Ruxton Apartments **	71	60	Workforce	Platteville	WI	2019
Four Flags Apartments	81	81	Senior	Niles	MI	2019
Riverwalk Apartments *	136	0	Workforce	Waukesha	WI	2019
Berkshire Niles **	53	53	Senior	Niles	MI	2018
Harbor City Flats	81	81	Family	Benton Harbor	MI	2018
Berkshire Muskegon **	84	68	Senior	Muskegon	MI	2018
Greenbelt Apartments	160	0	Workforce	Greendale	WI	2018
Hunters Run Apartments	72	72	Workforce	Newton	IA	2018
Valley View Apartments	96	96	Workforce	Cedar Rapids	IA	2018
Berkshire Paw Paw **	42	42	Senior	Paw Paw	MI	2017
Johnston Heights Apartments	84	0	Workforce	Johnston	IA	2017
Regency Heights Apartments	75	75	Senior	Iowa City	IA	2017
Lakeside Gardens	80	80	Family	Fond Du Lac	WI	2016
Sage on Prospect *	34	0	Workforce	Milwaukee	WI	2016
Shorewood Apartments *	95	0	Workforce	Shorewood	WI	2016
Tech Village Student Living *	59/263 beds	0	Student Housing	Grand Chute	WI	2016
Whispering Hills Apartments	72	72	Family	Port Byron	IL	2015

* Indicates Market Rate Project

** Indicates Bedrock Construction Project

CURRENT RESIDENTIAL PORTFOLIO

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Wildberry Village Apartments **	74	74	Family	Rockford	IL	2015
MIAD Student Apartments *	85/385 beds	0	Student Housing	Milwaukee	WI	2015
Rosewood Apartments	86	86	Senior	Berwick	PA	2014
Berkshire Greendale **	90	76	Senior	Greendale	WI	2012
Beerline B Apartments **	140	119	Workforce	Milwaukee	WI	2012
Berkshire at Kensington **	177	158	Senior	Waukesha	WI	2011
Hide House Lofts **	60	60	Workforce	Milwaukee	WI	2010
Berkshire Oconomowoc **	85	84	Senior	Oconomowoc	WI	2005
Berkshire at Sunset **	78	78	Senior	Waukesha	WI	2003
Berkshire West Allis **	80	80	Senior	West Allis	WI	2003
Silvernail	90	90	Senior	Waukesha	WI	2001
Total	3,599	2,961				

FEE DEVELOPER TAX CREDIT DEALS

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Greenwich Apartments **	53	36	Supportive	Milwaukee	WI	2016
Bradley Crossing Phase II **	54	54	Supportive	Brown Deer	WI	2015
Deerwood Crossing Phase II **	30	25	Senior RCAC	Brown Deer	WI	2014
Bradley Crossing **	60	60	Supportive	Brown Deer	WI	2012
Maria Linden **	72	61	Senior RCAC	Milwaukee	WI	2012
Elvin Sted **	33	32	Supportive	Stoughton	WI	2011
Deerwood Crossing **	66	64	Senior RCAC	Brown Deer	WI	2010
MacCauley Apartments **	46	35	Supportive	Milwaukee	WI	2009
Total	414	367				

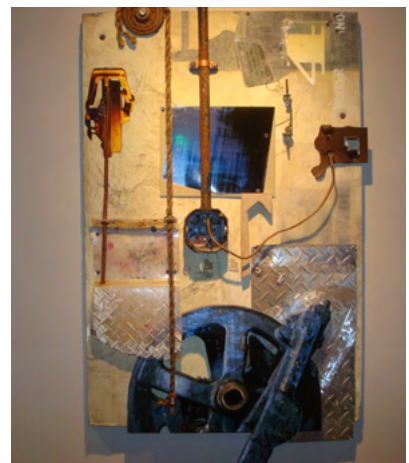
* Indicates Market Rate Project

** Indicates Bedrock Construction Project

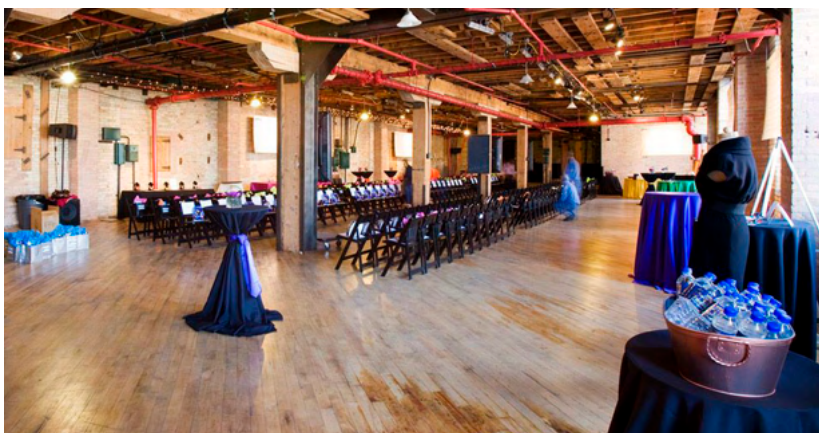
GENERAL CAPITAL



INTERIORS, COMMUNITY AND ART

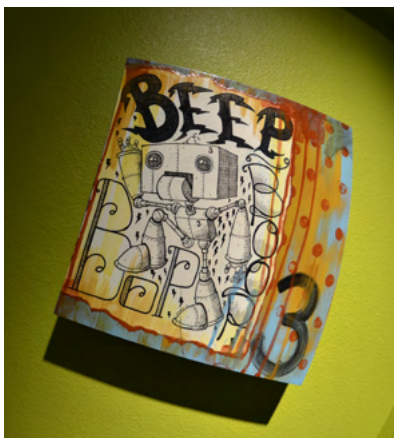






GENERAL CAPITAL

INTERIORS, COMMUNITY AND ART



TEN21 APARTMENTS

1021 JEFFERSON ST, MUSKEGON, MI 49440



COMPLETION DATE

SUMMER 2021

COST

\$16,544,000



TEN21
LIVE CONNECTED

The TEN21 Apartments is a 73 unit workforce housing complex located immediately outside of downtown Muskegon on a previously owned municipal lot that housed Muskegon's City Hall. The project is a new construction 3-story building with underground parking. This is General Capital's second project in Muskegon. The project was financed with tax credits from MSHDA and a conventional first mortgage and received a PILOT from the City of Muskegon.

GENERAL CAPITAL

6938 NORTH SANTA MONICA BLVD
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RESIDENTIAL

AFFORDABLE HOUSING



"The Berkshire Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout Downtown Muskegon."

COMPLETION DATE

2018

COST

\$16,300,000

COMMERCIAL TENANT

AGEWELL SERVICES



BERKSHIRE MUSKEGON

275 W. CLAY AVENUE, MUSKEGON, MI

The Berkshire-Muskegon is an 84-unit mixed-use senior housing community located at 1st and Clay in Downtown Muskegon. The 3-story brick building includes ground floor commercial space facing Clay, community space and resident amenities facing Webster and residential units in a courtyard configuration. AgeWell Services of West Michigan will occupy the 5,600 SF commercial space with offices. The site produces a WalkScore® of 82, indicating a highly pedestrian environment that is convenient to shopping and services. The Muskegon Farmers Market, one of Michigan's largest and longest operating open air markets, is only two blocks away.

The Berkshire - Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout Downtown Muskegon. The property falls into two "character areas," each containing specific development parameters including "build to" setback lines, certain height and bulk restrictions and requirement for ground floor commercial space. One unique aspect of the process was that it was approved by City Staff, not requiring any commission or council approvals. The result is an urban, pedestrian-friendly building that fits comfortably into its downtown location.

The \$16.3 million project was funded with tax credit equity from US Bancorp Community Development Corporation and a loan from Chemical Bank.

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COMPLETION DATE

2021

COST

\$15,947,000

COMMERICAL TENANT

ELARA AND NEAR TITLE



NILES POST OFFICE APARTMENTS

322 E. MAIN ST, NILES MI 49120

The Niles Post Office Apartments is 63-unit workforce housing project in downtown Niles, MI. The project involved the rehabilitation of the City's historic post office and the new construction of two buildings which encompass apartment units and commercial space. The project opened in the beginning of 2021 and was significantly leased by early Spring. The commercial space in the project is fully leased to Near North Title and Elara, a national provider of home-based health care. This is General Capital's third affordable housing project in Niles. General Capital developed and currently owns the Berkshire Niles and the Four Flags Plaza Apartments in Niles, MI. The project was financed with tax credits from MSHDA and a conventional first mortgage and received a PILOT from the City of Niles.

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ALBERT KAHN APARTMENTS

214 S. JACKSON ST, JACKSON, MI 49201



COMPLETION DATE

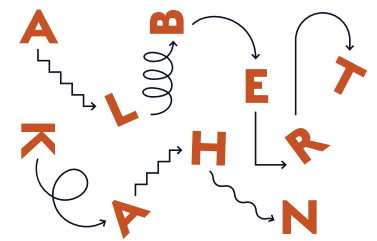
2021

COST

\$15,980,000

COMMERCIAL TENANT

COTERIE JACKSON PILATES STUDIO



The Albert Kahn Apartments is a 73-unit workforce housing project in downtown Jackson Michigan. The project involved the rehabilitation of the City's historic Citizen Patriot Newspaper plant & office and a new construction addition which includes apartment units and commercial space. After a short few months the residential component of the project was significantly leased. The project also opened with one of the commercial spaces leased to a Pilates Studio, Coterie Jackson. The project was financed with tax credits from MSHDA and a conventional first mortgage and received a PILOT from the City of Jackson.

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RESIDENTIAL

AFFORDABLE HOUSING



"General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed \$200,000 to improve the commercial space and over \$40,000 in fee waivers and streetscape improvements."

COMPLETION DATE

2017

COST

\$9,700,000



BERKSHIRE PAW PAW

308 E MICHIGAN AVE, PAW PAW MI

The Berkshire-Paw Paw is a 42-unit affordable independent senior housing community located in the heart of Downtown Paw Paw, Michigan. Residents enjoy walking to downtown restaurants, shops and services. Autumn House Adult Day Care Services is located in the street-facing commercial space, offering area residents a safe and inviting daytime environment for adults with special needs such as Alzheimer's, dementia or other physical impairments. The Berkshire - Paw Paw is LEED® Certified, a nationally recognized environmental program that demonstrates a commitment to energy efficiency and care for the earth. Residents will benefit with lower utility bills, increased indoor air quality and overall improvement of environmental health. The facility is one of the only LEED® Certified apartment communities in Southwest Michigan.

General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed \$200,000 to improve the commercial space and over \$40,000 in fee waivers and streetscape improvements. The project was the first new project to be approved under the Village's Downtown Overlay District, a form-based code emphasizing mixed-use, pedestrian-oriented development. The \$9.7 million project was funded with 50% equity from US Bancorp Community Development Corporation and a permanent loan from Chemical Bank.

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RESIDENTIAL

AFFORDABLE HOUSING



The project gained full support of the local municipality, including the Downtown Development Authority, which approved the project through its Design Review Board. The City Council endorsed the project with a support resolution and PILOT.



BERKSHIRE NILES

10 N 3RD STREET, NILES MI

Niles, Michigan is known as "The City of Four Flags," the oldest European settlement in lower Michigan with over 300 years of interesting architecture, culture and history. The Berkshire- Niles is located at the corner of Third and Broadway in the Heart of Downtown Niles. This 53-unit independent senior housing community is the latest addition to General Capital's "Berkshire" brand. The 3-story building features gabled roof forms with dormers over porches, high quality brick and siding materials and underground parking, a feature rarely seen in this market.

General Capital worked with local stakeholders to design an appropriate building for this important gateway location. The property is an assemblage of several small, underutilized parcels in a highly visible location with views of the St. Joseph River. The project gained full support of the local municipality, including the Downtown Development Authority, which approved the project through its Design Review Board. The City Council endorsed the project with a support resolution and PILOT. The project will be the first significant new residential development in Downtown Niles in decades. The project will have a catalytic impact on the immediate neighborhood and will bolster community confidence in the development potential of Downtown Niles.

GENERAL CAPITAL

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Fox Point, WI 53217
tel 414-228-3500 fax 414-228-3700
www.generalcapitalgroup.com

Packet Page 353

The \$12.1 million project was funded with tax credit equity and permanent debt through Insite Capital/ Chemical Bank and a \$500,000 grant from the Federal Home Loan Bank of Indianapolis.

BEERLINE B APARTMENTS

1710 N COMMERCE STREET, MILWAUKEE, WI 53202



*"Affordable Housing
Tax Credit Apartment Deal located in the
Heart of Downtown Milwaukee."*

COMPLETION DATE

2012

COST

\$26,636,000

COMMERCIAL TENANT

DENTAL ASSOCIATES



The Beerline apartments project is located on Commerce Street along on the River in in Downtown Milwaukee. The project has a total of 140, 1-, 2-, and 3-bedroom units. 90 of the units are in BLDG 1 on the south edge and 50 in BLDG 2 on the North, the building adds to the expansive new construction product in the downtown market. The main buidlings are split by BLDG 3, a resident / commnity lounge that features a theatre like Audio/Video experience, blazing fast Wi-Fi, a full kitchen and a wood burning pizza oven for neighborhood events and private / public community get togethers.

To finance the project, General Capital received one of the largest private allocations of LIHTC in Wisconsin's history. In addition, General Capital worked closely with the City of Milwaukee to negotiate a \$1.1 million TIF to reconstruct the Milwaukee River dock wall and Riverwalk. The project also obtained a \$400,000 brownfield grant to assist with environmental clean-up.

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RESIDENTIAL

AFFORDABLE HOUSING



"Workforce housing for Milwaukee's creative class Designed with an industrial aesthetic"

COMPLETION DATE

2010

COST

\$11,555,000



HIDE HOUSE LOFTS

2615 S GREELEY ST, MILWAUKEE, WI

Hide House Lofts is a 60-unit affordable workforce housing community located in Milwaukee's trendy Bay View neighborhood. The property was developed as a housing complement to the larger Hide House creative arts complex, which includes over 60 artists and creative businesses. Hide House Lofts was developed on a property that was once part of a larger commercial tannery complex. The property was contaminated with solvents from the tannery operation and required source removal and soil encapsulation as part of a DNR Remedial Action Plan approved for the property. In the process of developing the new project, several buildings were demolished. The project achieved over 93% landfill diversion, including re-purposing wood beams into flooring for the new building.

General Capital closed on the Hide House Lofts transaction at the height of the Great Recession. This required a complex financial execution leveraging numerous sources of funds including \$1.7 million of federal TCAP (Tax Credit Assistance Program) funds.

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RESIDENTIAL

AFFORDABLE HOUSING



"General Capital worked with the National Park Service to obtain approval for the adaptive re-use of the building into 73 workforce apartments."

COMPLETION DATE

2020

COST

\$16,300,000

COMMERCIAL TENANTS

BRASS WORKS STAFFING



BRASS WORKS APARTMENTS

820 E. WISCONSIN ST, DELAVAN, WI

General Capital recognized the demand for high quality affordable housing in the City of Delavan, a picturesque tourism-intensive community west of Lake Geneva. In seeking an appropriate site, a large industrial building became available and General Capital seized the opportunity to renovate an historic building in the heart of the community. The former George W. Borg Corporation facility was built between 1943 and 1956, at the height of WWII. In 1942, Borg Corporation was awarded a large government contract to manufacture ammunition components, including the famous "proximity fuse" used in the war. General Capital worked with the National Park Service to obtain approval for the adaptive re-use of the building into 73 workforce apartments.

The building required full restoration of the exterior brick, new historically accurate windows and other historic features. The interior is fully gutted and retrofit to create authentic loft-style residential units and community spaces. The building includes direct entry 3-bedroom units on the south side of the building. The \$16.3 million project is supported by a \$1.2 million TIF from the City of Delavan and an allocation of affordable housing tax credits. In addition, the property is taking advantage of federal and state historic preservation tax credits.

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RESIDENTIAL

AFFORDABLE HOUSING



“Cutting edge affordable housing
for millennials with a historic renovation
of the existing and attached
Ford dealership”



RUXTON APARTMENTS

85 S. OAK ST, PLATTEVILLE, WI

Mixed use residential development on the former Pioneer Ford site in Downtown Platteville. Ruxton includes 71 units and approximately 2,500 square feet of commercial space. The building is four stories tall with a connection into the Pioneer Ford building at the second floor. The Pioneer Ford building was renovated into a new entrance and community space on the upper floor and retail space / utility rooms on the lower level. Additional retail space is located on the high profile corner of the building on Water Street.

The residential portion of the project consists of two rectangular volumes connected by a glass atrium. The design is a stunning gateway element at the entrance to Downtown Platteville.

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RESIDENTIAL

AFFORDABLE HOUSING



*"Affordable supportive and market rate housing
on Milwaukee's East Side
developed for Mercy Housing."*

COMPLETION DATE

2016

COST

\$13,800,000



GREENWICH PARK APARTMENTS

2353 N FARWELL AVE, MILWAUKEE, WI 53211

After exploring several alternatives, Mercy Housing Inc., a Denver-based non-profit housing developer, requested help from General Capital to finalize plans, help secure financing and serve as General Contractor for their 53-unit affordable housing development on Milwaukee's East Side. After receiving an allocation of affordable housing tax credits, Mercy struggled to find a local contractor to build the originally envisioned project on budget. With the help of General Capital and its strategic partner The Hoff Group, the project was fully redesigned with a more cost effective structural system while maintaining the exterior quality required by the City of Milwaukee. Greenwich Apartments is a mix of affordable supportive housing and market rate apartments owned and operated by Mercy Housing Lakeside.

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GENERAL CAPITAL

ARCHITECT

Hooker DeJong



Improving Lives Through Design. It's the
why behind what we do every day.

General Capital Group
1095 Third Street

Muskegon, MI

March 6, 2023

About HDJ

Improving lives through design.

Hooker DeJong, Inc. (HDJ) is a leading national A/E firm supporting many clients and projects. Founded along the shores of Lake Michigan in 1936, HDJ is a full-service architectural, engineering, and planning firm.

HDJ's diverse portfolio includes successful outcomes with acquisition rehab, adaptive reuse renovation, new construction, historic preservation, RAD, supportive housing, mixed-use, low- mid- and high-rise apartments, stacked flats, townhomes, and scattered sites.

It's all about our clients.

We believe in working with our clients as trusted advisors to provide efficiently planned and designed projects that maximize value within a budget.

Getting from your state's QAP to your project's 8609 takes work.

No project is ever easy. We know how complex the process is, with over 8,000 units designed and built over the last five years. We help ease some of the stress.

HDJ has in-house MEP.

We know how bumpy the road can be to get to a closing. Our in-house MEP allows us to rely on fewer consultants and prioritize your development needs.

HDJ knows affordable housing.

Your commitments are our commitments. Whether you are receiving financing through LIHTC, HUD 221d(4), USDA RA, HOME, CDBG, TIF, AHP, or any other product, we know it. We know it: RAD, acq rehab, Section 18 demo/dispo, adaptive reuse, or new construction!

We communicate consistently with our clients throughout all project phases to achieve objectives and meet budgets.

HDJ provides pre-project planning, site selection assistance, programming, schematic design, design development, construction documents, bid negotiation, and construction administration services.

With our extensive, affordable housing experience, our team brings significant value to the project. Efficiently planned and designed projects result in savings to the bottom line. Where budget is essential, you will find that HDJ is a best value provider. This blend of experience will enable us to hit the ground running, streamlining the process and assisting you in anticipating needs and challenges before they arise, and keeping your project within budget.

Our Mission

To be sought out nationally as expert business consultants who design to our client's bottom line.

HDJ works closely with our clients as trusted advisors to provide efficiently planned and designed projects that maximize value within a budget. Throughout all project phases, we communicate consistently with our clients to ensure project objectives are achieved and budgets are met. Our professionals include licensed architects, graduate architects, mechanical engineers, electrical engineers, interior designers, and BIM/Revit specialists. Several of our professionals are LEED-certified, representing a cross-section of disciplines.

HDJ interior designers conceive interiors that create our client's vision while still meeting demands set forth by regulatory, code, and maintenance requirements. HDJ supports our clients in analyzing, planning, designing, documentation, and managing interior projects. Our interior design support includes collaborating with clients to determine factors that impact planning interior environments, such as budget, architectural preferences, purpose, and function. HDJ also advises clients on interior design factors, such as space planning, layout and utilization of furnishings and equipment, and color coordination.

HDJ's engineers are experienced and respected experts in the affordable housing industry. Our engineering design team comprises licensed engineers whose focus is the working knowledge and understanding of current requirements and technologies for integration with existing projects. HDJ's experience with technology, planning, cost estimating, and problem-solving enables us to provide innovative and cost-effective solutions for clients. HDJ places a high degree of emphasis on the reliability, efficiency, and quality of any proposed systems while ensuring the systems meet codes and requirements.

Proposed Team Resumes

- David Layman, AIA, NCARB - President
- Rob Gustafson, PE, LEED AP - Senior VP Operations
- Brian Boucher, AIA, NCARB, LEED AP - Senior Project Manager
- Patrick Kelderhouse, AIA, NCARB - Manager of Architecture, Lead Project Architect
- Julianne Johnson, NCIDQ - Interior Designer
- Lane Bentsen, PE - VP Engineering
- Rob Sherwood - Electrical Engineer



David Layman

AIA, NCARB



President

As President, David provides broad oversight on HDJ projects from concept to completion. His primary responsibility is to help ensure that all HDJ work meets the highest quality standards and that client expectations are fully satisfied.

David is comfortable in the role of project “visioning” and creating construction plans that follow. As a “hands-on” architect, David takes an active role and has developed a practice based on principal-level engagement.

His over 25 years of experience includes all phases of professional design services, from the crucial first step of stakeholder participation, through building design and construction administration.

Education

University of Michigan, Masters of Architecture-MArch , College of Architecture & Urban Planning
University of Michigan, Bachelor of Science, College of Architecture & Urban Planning

License & Registrations

AIA Registered Architect Alabama, Arkansas, Illinois, Indiana, Kansas, Kentucky, Michigan, New York, Ohio
LEED (Leadership in Energy and Environmental Design)
National Council of Architectural Review Boards
US Green Building Council's Leadership in Energy & Environmental Design

Sector Expertise

Affordable Housing, Market Rate Multifamily, Commercial Retail, Healthcare, Senior Living, Government & Education

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Paw Paw, MI
Berkshire, Johnsburg, IL
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
Hayward Wells, Benton Harbor, MI
4 Flags Plaza, Niles, MI
HoM Flats 28 West, Wyoming, MI
Brookside Commons, Traverse City, MI
Grand View Place, Grand Rapids, MI
Osborn Commons, Sault Ste Marie, MI
The Village, Grand Rapids, MI
Cook Valley Estates, Grand Rapids, MI
Gaylord Apartments, Gaylord, MI

Rob Gustafson

PE, LEED AP



Senior Vice President Operations

Rob's primary responsibility as Senior Vice President of Operations is to lead operations for HDJ, including directing organizational structures and processes to ensure workflow efficiency and overall quality of deliverables. He manages the overall day-to-day operations of the design delivery team, including architecture, engineering, and interior design. His attention to detail and responsive communication with the entire team allows him to address issues early and decisively, which helps projects run smoothly, and on schedule.

Education

Michigan State University Bachelor of Science, Mechanical Engineering
C.C.A.F. Maxwell AFB, GA
AAS Avionics System Technology

Licenses & Registrations

Registered Professional Engineer States of Alabama, Arizona, Colorado, Florida, Georgia, Idaho, Illinois, Iowa, Louisiana, Maryland, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Virginia, West Virginia, Wisconsin
LEED (Leadership in Energy and Environmental Design)
US Green Building Council's Leadership in Energy & Environmental Design
Accredited Professional Technician of the Year for 1999, 7th BombWing, Dyess AFB, TX and Air Combat Command, USAF

Sector Expertise

Affordable Housing, Market Rate Multifamily, Commercial Retail, Healthcare, Senior Living, Government & Education

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Paw Paw, MI
Berkshire, Johnsbury, IL
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
Hayward Wells, Benton Harbor, MI
4 Flags Plaza, Niles, MI
HoM Flats 28 West, Wyoming, MI
Brookside Commons, Traverse City, MI
Grand View Place, Grand Rapids, MI
Osborn Commons, Sault Ste Marie, MI
The Village, Grand Rapids, MI
Cook Valley Estates, Grand Rapids, MI
Gaylord Apartments, Gaylord, MI

Brion Boucher

AIA, NCARB, LEED AP



Senior Project Manager

Brion's primary responsibility as Senior Project Manager is to oversee contracts, schedules, and budgets. Brion works in concert with the Lead Project Architect to help ensure that resources and communications are aligned and maintained to carry out project objectives effectively and expeditiously. His attention to detail and responsive communication with the entire team allows him to address issues early and decisively, which helps projects run smoothly and on schedule.

Education

University of Michigan, Masters of Architecture, MArch
University of Michigan, Bachelor of Science - BS, Architecture

Licenses & Registrations

AIA Registered Architect Arizona, Iowa, Maryland, Michigan, North Carolina, West Virginia
National Council of Architectural Review Boards
US Green Building Council's Leadership in Energy & Environmental Design

Professional Affiliations

Leadership in Green Building Lecture Series (keynote speaker) – Building and Construction Authority, Singapore
Green Building Design and Strategies Seminar (keynote speaker) – PAM/ACEM, Kuala Lumpur, Malaysia
XED, Executive Education & Professional Development (presenter) University of Southern California
BIM Symposium – University of Southern California (presenter)
Eagle Award, Boy Scouts of America
City of Muskegon, Construction Code Board of Appeals, Architecture

Sector Expertise

Affordable Housing, Market Rate Multifamily, Commercial Retail, Healthcare, Senior Living, Government & Education

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Paw Paw, MI
Berkshire, Johnsburg, IL
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
Hayward Wells, Benton Harbor, MI
4 Flags Plaza, Niles, MI
530 S Rose Street, Kalamazoo, MI
Garfield School, Sault Ste Marie, MI
Gaylord Apartments, Gaylord, MI
Provision Senior Living, Bloomfield Hills, MI
Meadowlark Retirement Village, Sparta, MI

Patrick Kelderhouse

AIA, NCARB



Manager of Architecture Lead Project Architect

As Lead Project Architect, Patrick leads the architectural team throughout the project and collaborates with the project team throughout your project's visioning, design, planning, and construction. He also works in concert with the Project Manager to help ensure that resources and communications are aligned and maintained to carry out project objectives effectively and expeditiously. He has skilled insights that link conceptualization to the programmatic criteria and technical documentation. He is highly proficient in performing quality assurance reviews at critical phases of projects and has proven abilities in all technical areas of architecture. His approach is all about clear and continuous communication with clients.

Education

University of Detroit Mercy Masters in Architecture
Rio Salado College
Bachelors Degree, Secondary Education and Teaching
Warsaw University of Technology
Exchange, Architecture

Licenses & Registrations

AIA Registered Architect States of Arizona, Michigan
National Council of Architectural Review Boards

Sector Expertise

Affordable Housing, Market Rate Multifamily, Governmental & Education, Commercial Retail, Healthcare, Senior Living,

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Johnsburg, IL
Post Office Apartments, Niles, MI
Hayward Wells, Benton Harbor, MI
Edison Crossing, Mt. Clemens, MI
Woodward Way, Meridian Township, MI
Union at Silver Station, Kentwood, MI
Annika Place, Traverse City, MI
The Hamilton, Pontiac, MI
Breton Grove, Grand Rapids, MI
Provision Senior Living, Bloomfield Hills, MI
Provision Living, Grand Rapids, MI

Julianne Johnson

NCIDQ



Interior Designer

Julianne's primary responsibilities as an Interior Designer are to conceive interiors that create our clients' vision while still meeting demands set forth by regulatory, code, and maintenance requirements. She supports clients with the analysis, planning, design, documentation, and management of interior projects.

Julianne's interior design support includes collaborating with clients to determine factors that impact planning interior environments, such as budget, architectural preferences, purpose, and function. She also advises clients on interior design factors, such as space planning, layout and utilization of furnishings and equipment, and color coordination.

Education

Michigan State University Bachelor of Arts in Interior Design,
Grand Rapids Community College

Licenses & Registrations

National Council for Interior Design Qualifications - NCIDQ, Member
American Society of Interior Designers

Sector Expertise

Affordable Housing, Market Rate Multifamily, Governmental & Education,
Commercial Retail, Healthcare, Senior Living,

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Paw Paw, MI
Berkshire, Johnsburg, IL
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
Union at Silver Station, Kentwood, MI
Garfield School, Sault Ste Marie, MI
St. Antoine Gardens, Detroit, MI
Lloyd House, Menominee, MI
Grand View Place, Grand Rapids, MI
Portland School Apartments, Portland, MI
Roosevelt Apartments, Muskegon, MI
Cavalier Greene, Corunna, MI
Ferguson Apartments, Grand Rapids, MI
HoM Flats 28 West, Wyoming, MI
Hillcrest Apartments, Manistee, MI

Lane Bentsen

PE



Vice President Engineering Mechanical Engineer

Lane's primary responsibility as Vice President of Engineering is to provide leadership for HDJ's entire engineering team. As Lead Mechanical Engineer, Lane develops cost estimates or preliminary concepts for recommended builds. His experience with technology, planning, cost estimating, and problem-solving drives him to be as innovative and cost-effective as possible for clients. Lane places a high degree of emphasis on any proposed systems' reliability, efficiency, and quality.

Education

Minnesota State University Mankato
Bachelor Science, Mechanical Engineering

Licenses & Registrations

Registered Professional Engineer: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Washington, Wisconsin, Wyoming

Six Sigma Green Belt Project Leader Certification American Society of Heating, Refrigeration and Air-Conditioning Engineers

ASHRAE Eastern Michigan Chapter President 2003 - 2004 American Society of Plumbing Engineers (ASPE)

Professional Affiliations

Eagle Scout, Troop 34 1981
Boy Scout Council (Lifelong Eagle Scout)
City of Muskegon Mechanical Construction Code, Board of Appeals, 2017 - 2019

Sector Expertise

Affordable Housing, Market Rate Multifamily, Commercial Retail, Healthcare, Senior Living, Government & Education

Project Experience

Berkshire, Muskegon, MI
TEN21, Muskegon, MI
Berkshire, Paw Paw, MI
Berkshire, Johnsburg, IL
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
Porter Apartments, Lansing, MI
Boardman Lake Apartments, Grand Traverse County, MI
Brookside Commons, Traverse City, MI
Roosevelt Apartments, Muskegon, MI
Portland School Apartments, Portland, MI
Lincoln House, Owosso, MI
Lloyd House, Menominee, MI

Robert Sherwood



Senior Electrical Engineer

Rob has more than 25 years of experience as an electrical engineer. His primary responsibility will be cost estimates or preliminary concepts for recommended builds. He collaborates with clients to identify electrical system requirements, specifications, timelines, budgets, and performance expectations. Rob has technical experience in power systems, controls, lighting, coordination of utilities, and a full range of practical applications. He researches suitable solutions, estimates costs, and designs systems according to project requirements.

Education

Western Michigan University
Bachelor of Science, Engineering

Sector Expertise

Governmental & Education, Affordable Housing, Market Rate Multifamily, Commercial Retail, Healthcare, Senior Living,

Project Experience

TEN21, Muskegon, MI
Post Office Apartments, Niles, MI
Albert Kahn Apartments, Jackson, MI
4 Flags Plaza, Niles, MI
Felch Street Apartments, Holland MI
Ferguson Apartments, Grand Rapids, MI
Selinon Park Apartments, East Portage, MI
Porter Apartments, Lansing, MI
HoM Flats 28 West, Wyoming, MI
HoM Flats at Maynard, Grand Rapids, MI
Annika Place, Traverse City, MI
Decatur Downs, Decatur, MI
Breton Grove, Grand Rapids, MI
Edison Crossing, Mt. Clemens, MI
Osborn Commons, Sault Ste Marie, MI
Hillcrest Apartments, Manistee, MI
Grand View Place, Grand Rapids, MI
The Hamilton, Pontiac, MI

LIHTC: Improving lives through design.

A/E SERVICES TO SUPPORT

\$1.2 Billion in construction value since 2019

LIHTC PROJECTS IN 34 STATES

LIHTC TYPES

4% NEW CONSTRUCTION
4% ACQUISITION REHAB + PRESERVATION REHAB

LIHTC TYPES

9% NEW CONSTRUCTION
9% ACQUISITION REHAB+ PRESERVATION REHAB
9% ADAPTIVE REUSE RENOVATION

HDJ

Affordable Housing

With our extensive, affordable housing experience, our team brings significant value to the project.

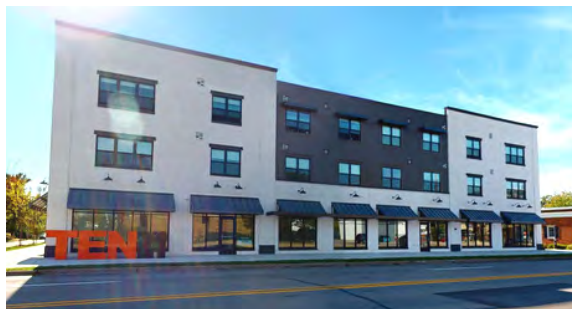
Where budget is important, you will find that HDJ is a best value provider. This blend of experience will enable us to hit the ground running, streamlining the process and assisting you in anticipating needs and challenges before they arise, and keeping your project within budget.

Project Types in Affordable Housing:

HDJ knows affordable housing. Your commitments are our commitments. Whether you are receiving financing through LIHTC, HUD 221d(4), USDA RA, HOME, CDBG, TIF, AHP, or any other product, we know it. RAD, acq rehab, Section 8 demo/disposal, adaptive reuse, or new construction, we know it!

- Adaptable Reuse Renovation
- Historic Preservation
- Low- Mid- and High-Rise Apartments
- Mixed-Use
- New Construction
- RAD (Rental Assistance Demonstration)
- Rehab
- Stacked Flats
- Townhomes

Efficiently planned and designed projects result in savings to the bottom line.



Affordable Housing

TEN21 Apartments

Muskegon, MI

HDJ is providing architectural and engineering services to this affordable housing acquisition rehab consisting of 264 units total. The project is utilizing 4% tax-exempt bonds through the Texas Department of Housing and Community Affairs (TDHCA) to assist with the financing of this project.



Affordable Housing

Berkshire Muskegon, MI

HDJ provided professional architecture and engineering services for the new construction project, Berkshire Muskegon. The Berkshire is an active independent senior community with 86 units and is LEED for Homes Certified.



Affordable Housing

Berkshire Paw Paw, MI

HDJ provided professional architecture and engineering services for the new construction project located in the heart of Downtown Paw Paw. The Berkshire is an active independent senior community with 42-units and is LEED for Homes Certified, a nationally recognized environmental program that demonstrates a commitment to energy efficiency and care for the earth. Residents will benefit with increased indoor air quality and overall improvement of environmental health.

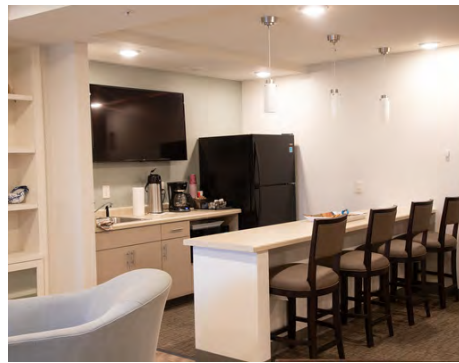


Affordable Housing

Berkshire

Niles, MI

HDJ provided professional architecture and engineering services for the new construction of a three-story building with 35 one-bedroom and 18 two-bedroom units within 56,000 sq-ft of residential living and support area. Berkshire Niles is LEED Certified for Homes.



Affordable Housing

Berkshire Johnsburg, IL

HDJ provided professional architecture and engineering services for the new construction project, Berkshire Johnsburg. The Berkshire is an active independent senior community with 68 units and is LEED for Homes Certified.

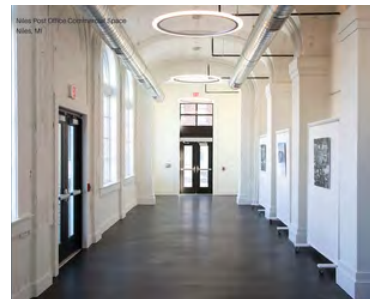


Affordable Housing

Post Office Apartments

Niles, MI

HDJ provided architectural and engineering design services for this adaptive reuse project of an existing 3-story school building and a new 3-story addition to create 40 apartment units.



Affordable Housing

Albert Kahn Apartments

Jackson, MI

HDJ provided architectural and engineering design services for this renovation of two existing buildings, connecting them together with a new, three-story apartment building wing with 70-units.



Affordable Housing

Osborn Commons

Sault Ste Marie, MI

HDJ provided professional services for this four-story, new construction, mixed-use building in Sault Ste. Marie, MI. Osborn Commons has 65 mixed-income apartment homes with a 4th-floor outdoor terrace offering fantastic views of the Soo Locks. The units are one, two, and three-bedroom apartments. It is also home to the new retail market (2,000 sq-ft retail) that sells groceries and convenience items.

Osborn Commons is certified LEED Gold by the US Green Building Council.



Affordable Housing

Grand View Place

Grand Rapids, MI

HDJ provided professional architecture and engineering services for the new construction of Grand View Place in Grand Rapids, MI. The apartments include energy-efficient appliances and washer/dryer hookups. GVP also features a laundry facility, elevator, and more. The development consists of a mix of multifamily residential units. The main pavilion includes community space for use by residents and their guests, a management office, and a supportive services manager's office, plus other indoor and outdoor amenities.



Affordable Housing

HOM Flats at 24 East East Holland, MI

The new HOM Flats at 24 East community is designed with an innovative, functional style at an affordable price. It features 191-units of 1-, 2- and 3-bedroom affordable units. All living spaces have high-end finishes, on-site amenities and offer community areas. Amenities include an on-site fitness center, dog park, playground, and walking paths in a peaceful neighborhood.

The development includes two retail buildings at 6,000 sq-ft for multiple commercial tenants.

HDJ is the Architect of Record for this project.
Financing: 4% LIHTC program through MSHDA



Affordable Housing

HOM Flats 28 West Wyoming, MI

The new HOM Flats at 28 West community is the redevelopment of a former movie theater site in Wyoming, MI, to bring affordable "high-quality workforce housing" to West Michigan. The 12-acre site has been designed with an innovative, functional style at an affordable price. It features 1- and 2-bedroom units. All living spaces have high-end finishes, and on-site amenities and offer community areas.

The project involves the new construction of approximately 424 affordable housing units with a mix of one-bedroom and two-bedroom units and community and mixed-use spaces at the ground level of select buildings. The project will utilize a 4% low-income housing tax credit program and other financing sources to bring the development to fruition. This project will be delivered in two or more phases.

HOM Flats at 28th Street has 236 units of mid-market housing. The development includes an on-site fitness center, dog park, playground, and walking paths in a peaceful neighborhood. HDJ provided architectural and engineering design services.



Affordable Housing

HOM Flats at Felch Holland, MI

The new HOM Flats at Felch Street community was designed with an innovative, functional style at an affordable price. It features both market-rate and affordable unit options. All living spaces have high-end finishes, and on-site amenities and offer community areas.

HOM Flats at Felch Street comprises 3, four-story buildings and 114 one-, two- and three-bedroom apartment units at a mix of "affordable" and market-rate prices. Seventy-seven of the 114 units are below market rate, and the remaining are market rate. The development includes an on-site fitness studio, remote workspace, dog park, playground, walking paths, rooftop terraces, and a community cafe.

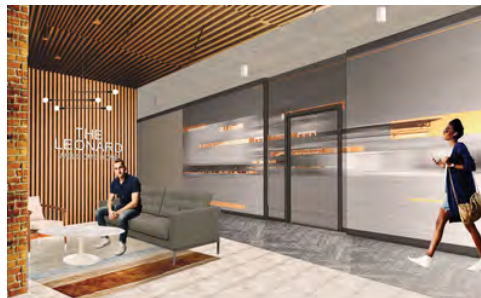
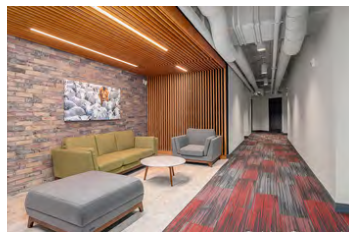


Market-rate Housing

The Leonard

Muskegon, MI

New construction, mixed-use development. Eighteen market-rate residential apartments. The building was constructed using state-of-the-art precast concrete technology. The building offers apartments, office space, premium retail, underground parking, and onsite parking - both one- and two-bedroom units available. Received a \$1.5 million low-interest loan through the Michigan Community Revitalization Program.



HDJ

Sustainability



HDJ has staff architects and engineers that are LEED AP (Leadership in Energy and Environmental Design Accredited Professionals) through the USGBC (US Green Building Council).



HDJ is proving that sustainability does not have to come at the expense of practical business operations. With our guiding principle of improving lives through design, we do so directly and indirectly. HDJ prioritizes sustainable design, defined as the balancing of environmental, economic, and social concerns. Sustainable design is beneficial to our firm and our clients because it often reduces operating costs, reduces waste management costs, and increases productivity. It makes both environmental sense and business sense.

HDJ has staff architects and engineers that are LEED AP (Leadership in Energy and Environmental Design Accredited Professionals) through the USGBC (US Green Building Council). We encourage our clients to design and develop their facilities with an eye on sustainable criteria wherever possible. Many features can be easily incorporated into building design to help increase energy efficiency, reduce environmental waste and provide better indoor air quality, whether they choose to pursue LEED certification or not. LEED and sustainable design are important aspects of our design culture and we have LEED AP in each discipline of our firm. Our team remains engaged in both LEED and sustainable design, staying current with best practices and latest technologies.

HDJ is active in the West Michigan Chapter of the US Green Building Council (USGBC), the parent corporation of LEED. Our engineers are members of the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), to whom the USGBC references minimum energy standards for all of their LEED-certified buildings, and also members of the American Society of Plumbing Engineers (ASPE). HDJ engineers participate regularly in sustainable design classes through ASHRAE and participate in ASPE annual training classes on sustainable design.

Because HDJ is highly qualified and experienced, we know how to develop sustainable strategies that are environmentally-thoughtful and cost-effective solutions. Our sustainable design recommendations are engineered around proven technologies in innovative applications and grounded by reasonable pay-back periods. We have incorporated many intentional sustainable design features, including green roofs, daylight harvesting, wind generation, geothermal installation, automated controls, and high efficiency lighting.

HDJ

Honors + Awards

Osborn Commons, Sault Ste Marie, MI

USGBC OH/MI/IN Leadership Awards
LEED Gold Certified 2021
Outstanding Affordable Project in U.S. Green Building Council's 2022 LEED Homes Awards. It was among a field of 10 finalists representing six states and three countries.

The Rosenwald Apartments, Chicago, IL

2021 - 200 Great Places in the State of Illinois by AIA Illinois
2018 Advisory Council on Historic Preservation/HUD Secretary's Award for Excellence in Historic Preservation
2018 Finalist for Chicago Building Congress Merit Award for Renovations over \$10 million
2018 The Outstanding For-Profit Neighborhood Real Estate Project Award
2017 Richard H. Driehaus Foundation Preservation Award for Rehabilitation
2017 Novogradac Historic Preservation Award
2017 Chicago Historic Preservation Award
2017 Best For-Profit Development for the Chicago Neighborhood Development Award

Brainerd Park Apartments, Chicago, IL

AHF Reader's Choice Award 2019 Finalist—Urban Design | Brainerd Park, Chicago, IL

The Lakewoods Apartments, Dayton, OH

2017 Award of Excellence in Senior Housing Preservation Ohio Capital Corporation for Housing
FINALIST: 2015 Reader's Choice Awards, Affordable Housing Finance (AHF), Finalist—Preservation Category

Stuyvesant Apartment Building, Grand Rapids, MI

Outstanding Preservation Project by a Group Award 2017 by the Historic Preservation Commission

Berkshire Apartments, Paw Paw, MI

LEED for Homes GOLD Certification 2017

Village of Hillside Senior Living, Harbor Springs, MI

LEED for Homes GOLD Certification 2017

Lloyd House 1, Menominee, MI

Received the 2015 Governor's Award for Historic Preservation for the rehabilitation of Lloyd's Department Store, Menominee, MI
FINALIST: 2015 Readers Choice Awards, Affordable Housing Finance, Finalist-Historic Rehab Category

310 South Mechanic Lofts, Jackson, MI

Finalist in the Multi-Housing News 2008 Design Excellence Awards in the Adaptive Reuse Category

Muskegon Area Transit System Transportation Center, Muskegon, MI

Received 2005 AIA Grand Valley Honor Award for Building Design

Stuyvesant Apartment Building, Grand Rapids, MI

Outstanding Preservation Project by a Group Award 2017 by the Historic Preservation Commission

Village at River's Edge, Kalkaska, MI

Received an Honorable Mention at a national level for the Charles L. Edson Tax Credit Excellence Award

Trail West Apartments, Newark, OH

Received 2010 Award for Excellence Affordable Housing Preservation from Ohio Capital Corporation for Housing

National 101 BEST & BRIGHTEST COMPANIES Winner

2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014

GENERAL CAPITAL



CIVIL ENGINEER

PROGRESSIVE A/E



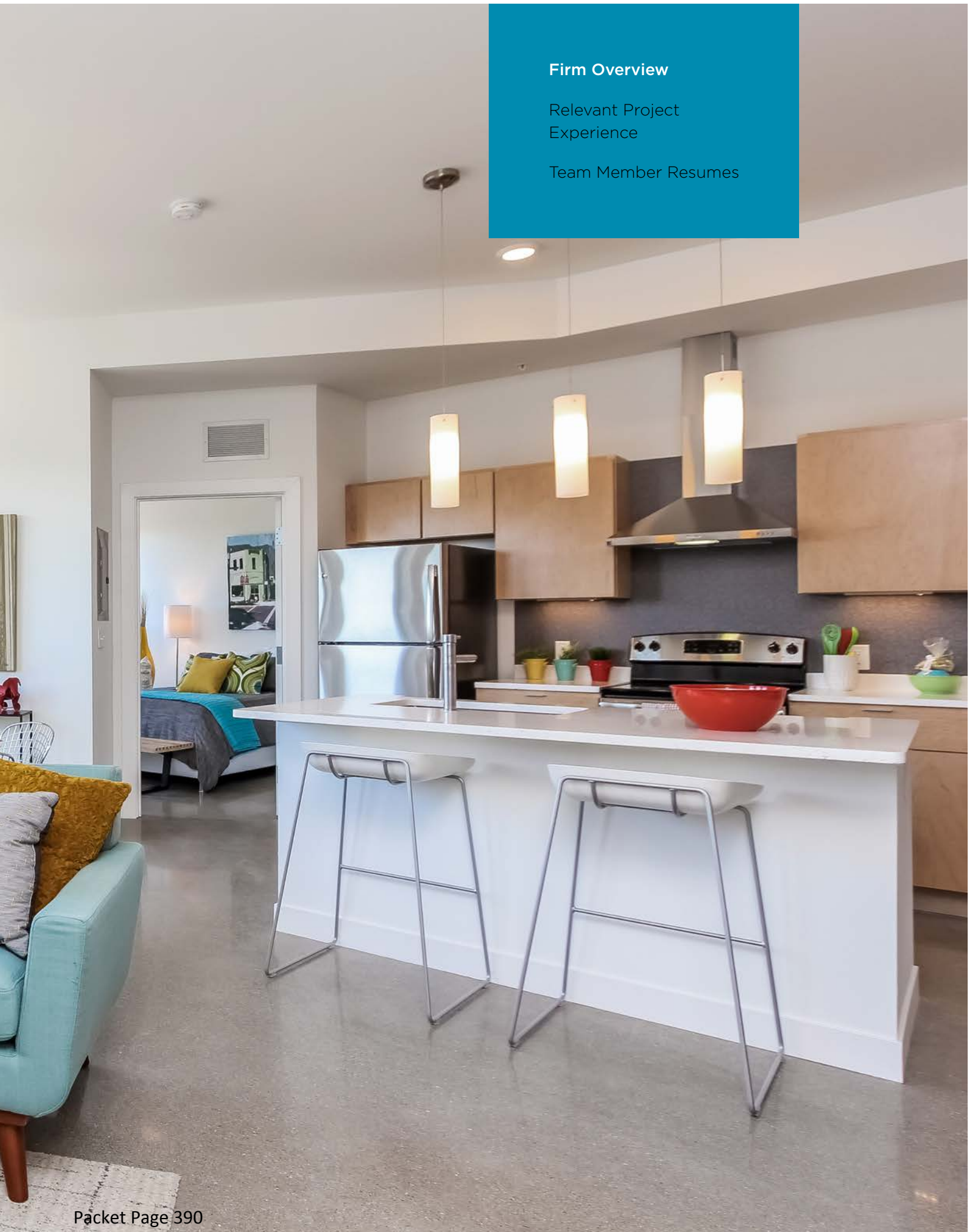
HOUSING QUALIFICATIONS

Muskegon Apartments

Firm Overview

Relevant Project
Experience

Team Member Resumes



Firm Overview

Progressive AE’s workforce is a unique blend of creative people who think strategically, and strategic people who work creatively. The firm is guided by Performance Based Design, a fundamental and forward-thinking philosophy. Through Performance Based Design, we commit to optimizing performance for clients and validating results post-occupancy.

FULL SERVICE ARCHITECTURE & ENGINEERING FIRM		60 YEARS OF EXPERIENCE	
ACTIVE IN 48 STATES	10 MARKETS	140+	DESIGN AWARDS
245+ SKILLED PROFESSIONALS		LOCATIONS= 2	

Full Service Expertise

One thing we know is each client faces unique needs that must be met, while keeping the future in mind. This is exciting to us. No challenge is too great, thanks to our comprehensive range of services. Whatever discipline is required, we have subject matter experts on hand to find the right solution.

Our Areas of Expertise Include:

- Architecture
- Design-build
- Engineering
- Interior Design
- Landscape Architecture
- Urban Planning
- Planning and Consulting
- Procurement
- Water Resources

Our Goal: Driving Performance

We seek purposeful solutions to drive your organization’s performance. To this end, we work in a wide range of industries — from industrial plants to retail stores. Each is home to a dedicated, multi-disciplinary team whose talents are marked by fresh design, technical precision and productive spaces. Having experts who specialize in your industry brings you a tremendous experiential advantage and a deep knowledge base of what you do, current trends and critical elements of success.

Where We Work:

- | | |
|--------------|-----------------|
| • Community | • Retail |
| • Healthcare | • Senior Living |
| • Housing | • Sports |
| • Industrial | • Workplace |
| • Learning | • Worship |

Embracing Accessibility, Diversity, Equity and Inclusion through our Expertise in Universal Design

Universal Design is the idea that spaces and places can be designed to be accessible and usable by the broadest range of people possible. It is a voluntary set of guidelines that go above and beyond the requirements of the Americans with Disabilities Act. In applying these principles to built environments, we're given the opportunity to creatively embrace differences among people through design.

Seventeen years ago, Progressive AE started its journey in Universal Design and each project has taught us something new along the way.



Miracle Park, Rock Hill, SC



We believe diversity and inclusion are essential elements of innovative design, where each individual's background, knowledge, and experience contribute to strengthening the team and the organization. Guided by trust and respect, we aspire to sustain a culture that values everyone's voice.

Progressive AE Diversity and Inclusion Committee

Progressive AE has a long history of designing inclusive spaces that serve a diverse range of individual needs through our expertise in Universal Design. The following is a select list of our project experience over the years:

2021/2022 – Providing Universal Design services globally for Nationwide Insurance, Expedia Group, Oracle, CUNA Mutual, DHL & UKG Software

2021 - Authored Research Article for The Disability & Health Journal: “Integrating A social ecological approach with universal design to increase participation and add value for consumers”

2021 – Rock Hill Miracle Park: Certified by the Global Universal Design Commission as the first GOLD certified park in the world

2018 – Colorado Springs Olympic Training Facility: Presented Universal Design principles to committee members for locker rooms, office areas and the aquatic environment.

2018 – United States Access Board: Presented Universal Design to the board in Washington D.C.

2018 – Zero Project International Accessibility Award.

2017 – Mary Free Bed YMCA shortlisted for Zero Project 2018, a prominent international accessibility award.

2017 – Merck & Co: Provided global Universal Design consulting work workplace, cafeteria, meeting spaces, and fitness areas.

2016 – Mike Perry, executive vice president, joins the board of the Global Universal Design Commission to continue engagement and learning in Universal Design.

2015 – Mary Free Bed YMCA: Certified by the Global Universal Design Commission for expert application of Universal Design principles, the building was designed to be accessible to all people regardless of age or ability.

2013 – Art Van Sports Complex: A nine field baseball and softball complex with Championship and Miracle Fields. The hard surface Miracle Field allows children and adults with disabilities to participate in baseball.

2009 – Muskegon Winter Sports Complex: Designed the world's first universally accessible wheel luge track. Modifications were also made to make the ice luge track to bring it to Universal Design standards.

2001 – Versluis Park: Fully accessible recreational experience with playground, volleyball, picnic area, boating, fishing and swimming. The site includes an accessible beach deck, water access transfer steps and ramp and oversized boardwalk.

First Universal Design Certified Building in the World



Universal Design in Action

The Mary Free Bed YMCA is a 36-acre, LEED-certified community centerpiece that supports children, adults and families with unbridled ease of access to healthy living. The project was designed around the principles of Universal Design and in 2015 was awarded Universal Design Certification becoming the first building in the world to receive this certification from the Global Universal Design Commission. The building features an over-sized, brightly colored ramp that serves as the building's main form of vertical circulation. Simple planning allows for intuitive navigation. Colors play an important role throughout the building to highlight program areas and assist in wayfinding. Transitions between flooring types are non-existent to remove trip hazards and make movement throughout the building easier for all.

[Click to Learn More >](#)

Success. It's in the numbers.

19 New all-inclusive programs

515% Increase in memberships

600% More monthly gate visits

35% Increase in net revenue

25% Decrease in utility expenses

Progressive AE'S Commitment

We acknowledge the impact that the built environment has on climate change and the natural environment. We are passionate about engaging with communities to create positive change which will benefit people, places, and our planet. We hold ourselves accountable in the work we do together, and we take pride and ownership in the unique solutions, tools, and knowledge we offer to our stakeholders. We strive to continually improve as we share in the success of our clients and the communities they serve.

History of Sustainable Design at Progressive AE

Progressive AE became a corporate member of the U.S. Green Building Council in 2000. As early advocates for sustainable design, and with over 50 LEED accredited professionals, we have guided hundreds of projects through LEED certification; including our corporate headquarters in Grand Rapids, MI. Building on these commitments, beginning in 2020, firm leadership encouraged employees to seek accreditation through the WELL building standard. We currently have 25 professionals influencing design through the WELL standard framework. Additional opportunities we're engaging with include Green Infrastructure (NGICP) for Communities within our Planning and Civil Engineering disciplines, as well as PassivHaus and Living Building Challenge strategies for multi-family projects, medical office buildings, and other building types. Most recently in 2021, Progressive AE has become a signatory of the AIA 2030 Commitment, further enhancing the company's commitment to reduce carbon emissions and aid in the fight against the impacts of climate change.



Future-focused Design

You cannot have sustainable design without resiliency. Resilient design looks to the future, and plans and prepares projects and communities to be adaptable to climate change. To do this, we acknowledge and incorporate the AIA Framework for Design Excellence. We understand and implement standard and optimization features from various green metrics throughout our design process. We strive to go beyond code minimum and engage stakeholders and community members to provide equitable, sustainable and resilient design.

Sustainability Advocates & Change Management

Progressive AE's Sustainability Green Team provides a consistent message through our various internal and external communication channels. We introduce sustainable design as part of our company culture, evident in our proposal from the initial project meeting with stakeholders, and it is promoted throughout each phase of the design-construction process with sustainable champions from various practice disciplines. We continually educate our staff, from leadership to interns, as well as our clients and the community at large.

We celebrate project successes both big and small to create momentum and opportunities to learn from those successes and identify opportunities where we can improve. As our project teams realize energy and carbon reduction in all project types, we raise the baseline for our projects over time. Sharing our success, we foster a company culture that believes in affecting positive, equitable, and inclusive change in addressing the impact of climate change.

Progressive AE is actively engaged with change management within our team structure to create integrated project teams within our multi-disciplinary company. This allows seamless integration of the AIA 2030 Commitment into company culture.

We will employ seven strategies for change:

1. Active and visible executive sponsorship
2. Dedicated change management resources
3. Structured change management approach
4. Employee engagement and participation
5. Frequent and open communication about the change and purpose for change
6. Engagement and integration with project management
7. Engagement and support from Practice, Team & Technical Leaders and aid in the fight against the impacts of climate change.





Low Income Housing Tax Credit & HUD Experience

Progressive AE has extensive experience designing Low Income Housing Tax Credit (LIHTC) projects, often including a combination of housing, retail, and community components. A sample of our experience with this project type includes:

205 Division Avenue Apartments

- Grand Rapids, MI

240 Ionia Mixed-Use

- Grand Rapids, MI

345 State Street

- Grand Rapids, MI

843 Lake Drive

- Grand Rapids, MI

Plaza Roosevelt Suroeste Brillante

- Grand Rapids, MI

Alpine & Leonard Mixed-Use

- Grand Rapids, MI

Diamond Place Mixed-Use

- Grand Rapids, MI

The Flats at Carriage Commons

- Traverse City, MI

Harrison Park Apartments

- Grand Rapids, MI

Plaza Roosevelt Avenida Brillante

- Grand Rapids, MI

Plaza Roosevelt Suroeste Brillante

- Grand Rapids, MI

Pine Street Apartments

- Grand Rapids, MI

Stockbridge Mixed-Use

- Grand Rapids, MI

The Southgate Senior Living

- Grand Rapids, MI



Market-Rate Development Project Experience

Progressive AE has extensive experience designing mixed-use development projects, often including a combination of housing, retail, and community components. A sample of our experience with this project type includes:

20 East Fulton Street Development

- Grand Rapids, MI

400 Rose Apartments Phase II

- Kalamazoo, MI

410 Markley Street

- Norristown, PA

48 West Mixed-Use Student Housing

- Allendale, MI

Block 600 Mixed-Use

- Lansing, MI

Applegate Development

- Portage, MI

Bagley Avenue Townhomes

- East Grand Rapids, MI

Bloomfield Lofts

- Mount Pleasant, MI

Campus Creek Apartments

- Big Rapids, MI

Central Park Apartments

- Greenville, MI

District Detroit Arena Lofts

- Detroit, MI

District Detroit One Eleven West

- Detroit, MI

Epicurean Village

- Spring Lake, MI

Ferris State University Townhomes

- Big Rapids, MI

Fulton Place Apartments

- Grand Rapids, MI

Greenspire Apartments

- Portage, MI

The Hanover Townhomes

- Caledonia, MI

The Knoll Townhomes

- Ada, MI

Macatawa Farms Development

- Holland, MI

Prarie Winds Community

- Zeeland, MI

Spring Meadows Community

- Hudsonville, MI

Oliver Tower Apartments

- Lansing, MI

River's Edge Apartments

- Grand Rapids, MI

Waverly Park Redevelopment

- Lansing, MI

You measure return on investments every day. Why should design be any different?

Housing Expertise

Housing is personal. It's a place to live, entertain, make life-long friendships, raise a family and grow old. Whether it's a modern high-rise with a million-dollar view, an enclave of townhomes along the lakeshore or a bustling university campus, we are passionate about designing spaces people are proud to call home. And it's equally important to integrate those residences into thriving settings we call "community."

With more than 50 years' experience, our housing experts are well-equipped to deliver the style and creativity your residential structure deserves, with the architectural and engineering precision it requires. Our in-depth knowledge of industry best practices allows us to create productive, unique spaces for any housing platform. By scrutinizing critical elements like life-cycle costs and long-term cost of ownership, we drive performance in your unique environment. This ensures an exceptional resident experience and, ultimately, a return on your investment.

We Start With You.

No matter the project, we always begin by understanding you, your people and the aspirations and drivers behind your organization. Having a firm understanding of where you are today and where you want to be tomorrow, will help guide our design decisions and recommendations. Design is a process, it takes understanding, vision and realistic recommendations. Our housing experts are here to lend our guidance and expertise gained through decades of experience to your project.

Understanding Housing Trends

The housing market is competitive and we understand owners and developers must garner a return on their capital investments. To that end, we immerse ourselves in your world to fully understand how housing developments can drive organizational performance. We apply emerging and current trends to both site and structure, as well as understand your local and state codes.

- Carbon footprint considerations
- Due diligence and feasibility studies
- Efficient design practices
- Environmentally neutral raw materials
- LEED certification
- National registrations
- Natural resource integration
- Peer review for collaborative precision
- Renewably sourced products
- Sustainable practices
- Value engineering

250+
LEED
CERTIFIED
PROJECTS

700+
LIHTC UNITS

25+
DEVELOPER
PARTNERS

HOUSING
PROJECTS IN
7 STATES

50+
DEDICATED
DESIGN
PROFESSIONALS



240 Ionia

The Southgate Senior Living

Grand Rapids, MI



Inner City Christian Federation (ICCF) selected Progressive AE to design The Southgate to cater to independent minded seniors living in a thriving downtown Grand Rapids neighborhood. This project is a 58,500 square foot 4-story structure with first floor common amenity spaces including a library, community meeting room, fitness room, and indoor bike storage. An outdoor sculpture plaza features sitting areas and a bocce court. This project received HUD financing.



Client: Inner City Christian Federation

Size: 58,500 square feet, 56 units

Cost: \$13,900,000

Completion: 2023

Services: Architectural and interior design, structural, mechanical, and electrical engineering, civil engineering, and construction administration



Stockbridge Apartments

Grand Rapids, MI



Progressive AE was selected by the client, a nonprofit developer, Inner City Christian Federation to design the Stockbridge Housing development. This project is a 72,000 square foot 5-story mixed use building with first floor retail spaces and a mix of low-income and market-rate housing units above. This project recieved HUD financing.



Client: Inner City Christian Federation

Size: 71,522 square feet, 64 units

Cost: \$12,150,000

Completion: 2019

Services: Architectural design, mechanical and electrical engineering, structural engineering, construction administration and LEED certification



834 Lake Drive Housing

Grand Rapids, MI



Responsible for the renovation of a two-story historic Bethel Pentecostal Church in Cherry Hills neighborhood into a four-story, 21 one bedroom and 16 two bedroom unit housing facility. This private developer housing project was funded with MSHDA tax credits, and is a US Green Communities project.



Size: 53,488 square feet

Cost: \$5,267,000

Services: Architecture, civil and MEP engineering, interior design, construction administration, US Green Communities Award assistance

City of Grand Haven Lynne Sherwood Waterfront Stadium

Grand Haven, MI



Located on Lake Michigan and along the Grand River, the City of Grand Haven is a vacation destination for thousands of visitors and tourists each year. A defining feature of the downtown area is the waterfront stadium, located along the Grand River. The aged structure is defined by a large set of bleachers that disrupt the river view from downtown. Rarely used by visitors or the community outside of concert events, the stadium remains empty a majority of the time. The city knew it had an opportunity to redefine the space and create a place that promotes community gathering, celebrates the City of Grand Haven, and invites visitors to stay and hang out – all while opening up the view to the waterfront.



The new stadium includes seating made of low terraced retaining walls with grass surface. This helps take away the height of the previous bleachers and increases the visibility throughout the space and to the downtown area. A permanent 1,146-square-foot band shell is located in front of the seating on the northwest corner of the site. A sports surface located directly in front of the seating can be used for volleyball, ice skating, and other events. When necessary, additional portable bleachers can be added to increase the seating capacity of the space. The historic depot building will receive a 1,658-square-foot expansion for increased flexibility in supporting events and daily use.



Cost: \$3,200,000

Completion: 2018

Services: Site and landscape design, architectural design, engineering, design build

Reference: Holly Johnson, President, Frey Foundation, johnson@freyfdn.org, 616.451.0303

Fulton Place

Grand Rapids, MI



Fulton Place is a new state-of-the-art student housing project in downtown Grand Rapids, Michigan, serving the students of Grand Valley State University. The five-story mixed-use project includes 12,000 square feet of retail and 125 student housing units. Generous sized one-two- and four-bedroom units feature laundry and kitchen amenities not included at other similar apartments in the area.



Size: 142,000 square feet, 125 units

Cost: \$25,000,000

Completion: 2016

Services: Architectural design, mechanical engineering, electrical engineering, structural engineering, interior design and construction administration





205 Division Avenue

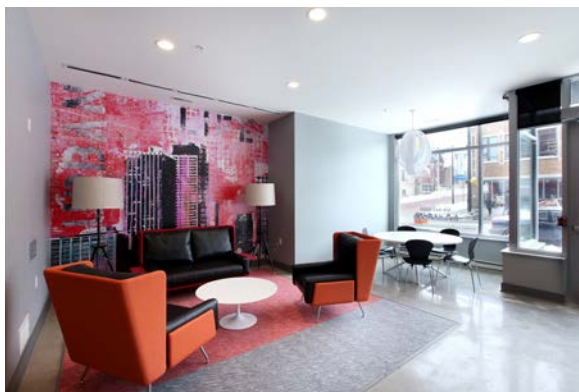
Grand Rapids, MI



Progressive AE was responsible for the design, documentation and construction administration of this 38-unit, six-story apartment building located in the up-and-coming Heartside District just south of downtown Grand Rapids. 205 Division is a mix of one-and two-bedroom, low income and market rate apartments aimed at young professionals with a desire to live in a vibrant downtown environment. Our team provided the necessary documentation and support to earn the Low Income Housing Tax Credits (LIHTC) to support the development of this project.



This project, as well as the adjacent 26 Cherry Street development, also completed by Progressive AE, helped to develop the neighborhood without displacing existing residents. As a LIHTC development, residents were able to benefit from the social services provided in the pedestrian-heavy neighborhood and the entire community was able to prosper without becoming gentrified, resulting in the displacement of longtime residents. Similarly, by offering first floor retail storefronts, small businesses and service providers were able to find available space for lease in the downtown area without the high price rental cost.

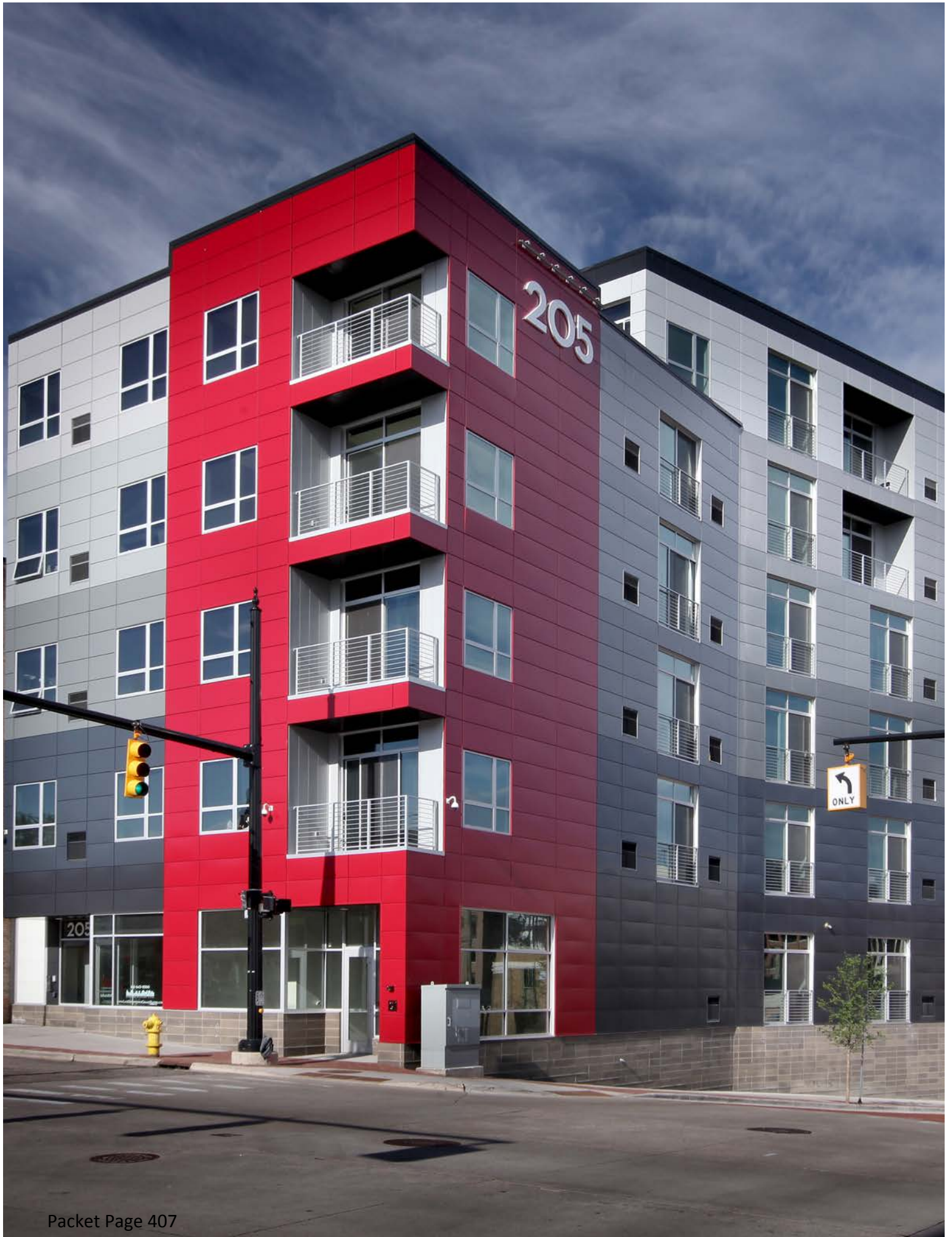


Size: 51,171 square feet | 38 units

Cost: \$7,282,683 (bid) | \$7,400,000 (final construction)

Completion: 2014

Services: Architecture, civil and MEP engineering, interior design, construction administration, US Green Communities Award assistance



Downtown Grand Rapids Inc. and City of Grand Rapids Lyon Square

Grand Rapids, MI



Progressive AE was tasked with creating a flexible, four seasons space that will be used to bring people together in the heart of Downtown Grand Rapids. This unique space will establish a memorable destination that promotes a culture of engagement and inclusion. One big focus for the Progressive AE team was to create a comfortable, shared place for pedestrians and vehicles in an equitable environment.

Other Project Goals Included:

- Increase green infrastructure
- Improve opportunities to linger
- Enhance the “Downtown Promenade” along the river
- Boost the space at “The Kitchen” by Wolfgang Puck
- Provide a snowmelt system
- Activate the space
- Balance business functions with high quality pedestrian space
- Maintain access and operations of existing facilities
- Create a four season place with year-round appeal

Size: .25 mile

Estimated Cost: \$4,300,000

Expected Construction: Summer 2021

Actual Cost: N/A, Project still in progress

Actual Completion: N/A, Project still in progress

Services: Architecture, urban planning, landscape architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, consultant coordination

Reference: Mark Miller, AIA, Managing Director of Planning and Design, Downtown Grand Rapids, Inc., mmiller@downtowngr.org, 616.719.4610

River's Edge Apartments

Grand Rapids, MI



This high-end apartment and mixed-use building sits along the shore of the Grand River on Grand Rapids' up-and-coming north side. River's Edge is a unique collection of luxury condominiums and apartments ranging from 850 to 1,300 square feet in the heart of Grand Rapids. Spacious and modern, these light-filled, 1-, 2- and 3-bedroom floor plans feature stunning views and designer selected finishes. With large windows, plenty of natural light and ample patio space, each unit blurs the line between outdoor beauty and indoor comfort. The building is also home a new restaurant, Linear and enclosed resident parking.



Size: 42,400 square feet, 39 units

Cost: \$6,500,000

Completion: 2018

Services: Architectural design, mechanical, electrical and structural engineering, interior design and construction administration



Envision Ada Master Plan and Headley Street Re-Alignment

Ada, MI



- Master planning process completed over a six-month period engaging diverse stakeholder groups, including the Township, local business owners, property owners and involved community members using community forums, as well as social media tools
- Creation of a sustainable plan which allows the natural feature of the river to be fully realized as a community asset; includes green street design standards, storm water management
- Solutions provide increased accessibility for pedestrian traffic, increased availability of residential properties within the village, and creation of community green spaces as gathering places
- Existing and future conditions modeling of roadway network
- Signal warrant analysis at the M-21 (Fulton Street) / Headley Street intersection
- Development of alternatives for the Headley Street re-alignment
- Traffic signal design
- Streetscape design including median islands, bulb-outs, sidewalks, ornamental lighting, street trees, and site furnishings such as bike racks and benches
- Subsequent master plan implementation projects that Progressive AE has partnered with Ada Township and other stakeholder to complete include Legacy Park and the Amy Van Andel Library and Community Center

Size: 40 acres

Cost: Ada Village: \$13,000,000
Headley Street: \$3,390,000

Completion: 2015

Services: Stakeholder engagement, master planning, civil engineering, landscape architecture, traffic engineering and analysis, non-motorized land planning

Trinity Health Muskegon Healing Garden

Muskegon, MI



Size: 0.67 Acres

Cost: \$850,000+

Completion: 2022

Services: Landscape Architecture, Civil Engineering

The healing garden at Trinity's Health's Muskegon campus is rooted in the philosophy of Biophilia and its ability to support human health and wellness in the built environment for, patients, hospital staff, and visitors through the healing process. The word biophilia originates from the Greek, 'philia' meaning 'love of'. It literally means a love of life or living things. Biophilia is a term coined by Harvard naturalist Dr. Edward O. Wilson which describes what he saw as:

"Humanity's Innate tendency to focus on lifelike processes, and to be drawn toward nature, to feel an affinity for it, a love, a craving." – Natalie Angier

The garden's design utilizes six principles as identified by Dr. Stephen R. Keller in the execution of its design; 1) Environmental Features, 2) Natural Shapes & Forms, 3) Restorative Patterns & Processes, 4) Light & Space, 5) Place-based Relationships, and 6) Evolved Human-Nature Relationship.

The execution and utilization of these principles help's contributes to patients, hospital staff, and visitors in the reduction of stress, increase in cognitive performance, improvement in healing, and the positive affects on emotion, mood, and preference. Amenities include:

- o Fountain
- o Shade Structure
- o Various types of seating (group and individual)
- o Labyrinth
- o Prayer & Contemplative Space with Virgin Mary Statue
- o Pedestrian and landscape lighting (for safety and aesthetics)
- o Native and non-native plant material.
- o Pedestrian stair access from lower parking area to upper hospital main entrance.



Pete Lazdins, PLA, ASLA, CLARB

Senior Land Planner, Landscape Architecture Discipline Leader

lazdinsp@progressiveae.com
Phone: 616.365.8570

Pete combines the design sensitivity of a landscape architect with the broader perspective of an urban planner. A good deal of his work involves planning in the urban environment on a variety of projects. He is well-versed in campus planning, housing, retail, and public spaces. In addition, many of the projects in Pete's portfolio involve rezoning and site plan approvals.

Education

Michigan State University
Bachelor of Science, Urban Planning

University of Michigan
Master of Landscape Architecture

Envision Ada Master Plan – Ada, Michigan

Project manager for the design of a master development plan for the Village of Ada. Several community engagement sessions to develop concepts which were presented to a variety of stakeholder groups. To date, most of the plan has been implemented and has created a robust Village Center which includes housing, retail, civic buildings, a river front park and pedestrian oriented streetscape system.

The Village at 48 West – Allendale, Michigan

This master planning project was a private developer led student housing project adjacent to Grand Valley State University. A village center was created to support a variety of community and retail uses, which included housing on the upper levels. A centrally located community building with amenities for the residents to enjoy. The housing offered three distinct living styles: downtown, apartments and townhomes.

Prairie Winds – Zeeland, Michigan

Lead designer for a sustainable community design for a variety of housing types: single family, duplexes, and townhouse units. The development includes a community barn, connected greenspace, signature entry and a covered bus stop for children within the development. The project was taken through the entitlement process for all necessary approvals.

Hillside Ranch – San Marcos, Texase

Senior land planner and designer for a private developer housing project geared to students and empty nesters. The project was close to the Texas State University and included several amenity areas for residents. The project contained several housing types which included cottages, townhomes, and smaller apartment buildings

Waverly Park Development – Lansing Michigan

Lead designer and project manager for the development of a former golf course encompassing 120 acres. This was a mixed use project with retail, a variety of housing types, which included a senior living complex. The plan focused on walkability and a connection to the adjacent neighborhood to take advantage of a robust greenspace network. This was a rezoning entitlement process to convert the land to a PUD.



Nolan Miller, PLA, ASLA, NGICP

Landscape Architect

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Phone: 616.447.4882

Nolan brings 10 years of experience as a landscape architect, urban designer and project manager to Progressive AE. His work has involved campus planning, urban infill, corridor redevelopment, and project entitlement for large and small-scale developments.

Nolan also sits on the Downtown Grand Rapids Inc.'s Alliance Goal 1 (River) board. With his background working on the Studio Park development, and other prominent urban land planning projects, Nolan brings a personal passion to urban development to the Progressive AE team.

Education

Kansas State University
Bachelor of Landscape Architecture

University of Colorado Denver
Master of Urban Design

Studio Park, Grand Rapids, MI

Led the design of the piazza and streetscape for Studio Park in downtown Grand Rapids. The piazza serves as the front door to the downtown cinema and provides an open space for residents and visitors to the area.

Ottawa Beach Gateway

Landscape architect for the streetscape improvement of Ottawa Beach Road in Holland, Michigan. The project consisted of designing and installing sidewalks, pedestrian lighting, pavers and low retaining walls to maximize the pedestrian realm and enhance the experience of the corridor altogether.

Founders Brewing Company: Expansion Projects, Grand Rapids, MI

Project manager and site planner for a variety of expansion and improvement projects with the brewery. Projects included civil and landscape services for parking lot designs and improvements, as well as expansion and renovation to current facilities.

Purdue University Vawter Field Redevelopment

Landscape architect for project in West Lafayette, Indiana, defined by three areas: 'the green', north terrace and Third Street. The large green lawn is depressed several feet and serves as a wonderful connector and event and gather space for students and faculty. The north terrace and courtyard provide outdoor sheltered meeting spaces for students while softening the approach to the buildings. The Third Street streetscaping provides a barrier to the busy thoroughfare and creates a pedestrian realm suitable for campus life.

620 Wealthy Street, Grand Rapids, MI

Project Manager and site planner for the redevelopment of 620 Wealthy Street. This urban infill includes a one-story retail building on the corner of Wealthy and Jackson, with parking tucked behind. The development conforms to the recent development pattern along the Wealthy Street corridor.

Clemson University Core Campus Development

Landscape architect for the Clemson University core campus development in Clemson, SC; consisted of a large building with three dormitory wings and central dining facility, as well as full site development including a series of outdoor courtyards linked by a wide promenade (Clemson Walk) that significantly improved a north-south connection on campus. This project required a great deal of coordination and collaboration with both in-house and consulting architects and engineers.



Brandon Simon, PE

Civil Engineer
simonb@progressiveae.com
Phone: 616.361.2668

Brandon brings 12 years of experience in civil engineering to Progressive AE. His work has focused heavily on urban infill projects but also includes large scale residential developments, and numerous site plan projects. Brandon is a member of the Sustainability Green Team at Progressive AE and brings a passion for sustainable design to his projects.

Education
Michigan State University
Bachelor of Science, Civil Engineering

Studio Park, Grand Rapids, MI
Led the civil engineering design efforts and coordination with landscape architecture group for Studio Park in downtown Grand Rapids. This project provides a unique open space in the city center and incorporates underground detention integrated into an outdoor piazza and movie theater.

Eastern Lofts, Grand Rapids, MI
Lead civil engineer for the redevelopment of numerous existing single family residential lots into a 70-unit apartment complex in Grand Rapids. Eastern Lofts incorporated a high-density apartment building, 4-plex units, community gardens, and community gathering and play areas. The development integrated with city bus routes to provide multiple convenient means of transportation for residents.

150 Ottawa, Grand Rapids, MI
Lead civil engineer for the redevelopment of an existing city parking lot into a two-tower structure containing class a office space, integrated parking deck, a hotel, and ground floor retail and restaurant space. This project includes a green roof and extensive street scaping including restaurant seating.

Berkshire Muskegon, Muskegon, MI
Lead Civil engineer for the redevelopment of a vacant lot in Muskegon into an active independent senior living community. This project incorporates both surface level parking and underground parking and also includes an underground stormwater detention system.



Contact Us

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PROPERTY MANAGER

KMG Prestige



KMG PRESTIGE

Strategic Property Management Solutions

Company Biography

Company Overview

KMG Prestige is a fee-based property management firm specializing in the management of multi-family residential housing. Established in 2006, KMG Prestige's expertise includes the management of Market Rate, Affordable, Senior and mixed-use properties.

Although KMG Prestige was established in 2006, as a newly formed entity, its origin dates back to 1975 when the company originated in Mt. Pleasant, Michigan. Morphing from a small startup, KMG Prestige now manages over one billion dollars in assets, consisting of over 29,000 dwelling units spread across a six-state area. Current ownership brings more than 50 years combined experience in the property management industry.

KMG Prestige attributes its continued growth to strong industry relationships, with a focus on operational excellence.

Our economies of scale bring an added benefit to ownership by reducing daily expenses via our ability to obtain master contracts in the area of energy consumption, service providers, insurance and product purchasing.

KMG Prestige is committed to excellence and the continuous improvement in the delivery of property management. An ever-evolving industry, KMG Prestige continues to incorporate the newest technologies in order to provide the most up to date services.

Management Philosophy

KMG Prestige is a client driven organization, and it is our goal to deliver the highest caliber of management services to our clients at the lowest cost possible.

We believe that our job is to do anything we can to help our Employees be successful in their job of serving the Residents and the needs of the Owners. The Employees' goal then, is to do anything possible to ensure our Residents have a fantastic housing experience. To this end, we endeavor to live and breathe our mission statement and our core values. We also recognize and reward our employees who do this. We realize that our success is predicated on active and continuous improvement in our processes.

Client Base

KMG Prestige ownership's former and current clientele is broad based, and although most are for-profit entities a significant minority are non-profit organizations. As a third party fee management company, KMG Prestige aims to create partnerships with clientele, not competition. The typical organizational structure of the client is that of a limited partnership or limited liability company.

A thread that is common to most of the KMG Prestige clients is that they have their roots in the field of real estate development either creating new communities or acquiring and rehabilitating existing housing properties.

KMG Prestige is proud of the quality of the relationships it maintains with its clients, most of which have endured over a long period of time.

Affordable Housing Program Knowledge

Many rental programs have been developed and have seen significant growth in the past 30 years coinciding with KMG Prestige's earliest affiliate's entry into the market. KMG Prestige has developed expertise in the administration of the HUD 202, 221 (d4), 236, Section 8, and the Low Income Housing Tax Credit (LIHTC) Rental Housing Programs as well as the Rural Development 515 and a number of tailor-made rental programs developed through the auspices of the Michigan State Housing Development Authority.

Construction

KMG Prestige's extensive knowledge of multi-family housing has always been a beneficial resource for Owners and Developers during the planning and construction and/or rehabilitation phases of their property. KMG Prestige has worked with many Owners providing insight into design, amenities, and creation of the operating budget, staffing needs, and recommendation of marketing tools, while assisting the Owner to manage the process from lease up to management of the completed project.

Receivership Management Experience

KMG Prestige has served as the court appointed receiver for several communities located in Michigan, Indiana and Wisconsin. In addition, KMG Prestige has also been named as managing agent for independent receivers. Our extensive knowledge and experience in full-service management allows our team to quickly evaluate and identify key areas requiring immediate attention. This approach allows for the implementation of a strategic plan to rapidly market and improve a distressed community in order to transform the asset into a viable resale opportunity.

Mission Statement – “Do the Right Thing”

KMG Prestige Values

We Hire and Reward people who everyday display INTEGRITY, HONESTY, and CARING behaviors in dealing with others.

We Foster quality relationships. We treat each other, our Clients (owners and developers), our Customers (residents), and our Lenders and Suppliers with respect, open, honest communication, fairness, and politeness.

We Teach, encourage and model teamwork and tolerance.

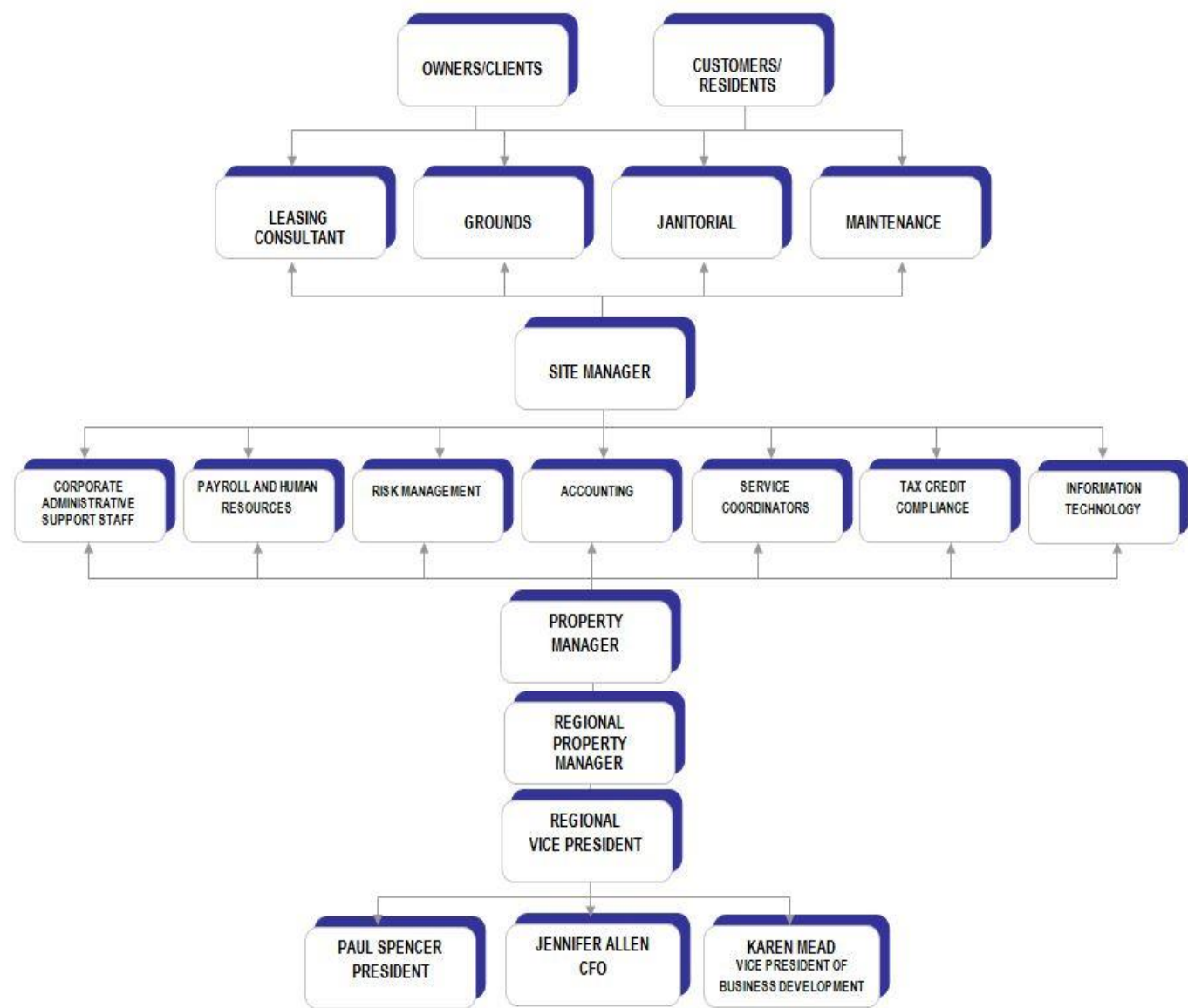
We Seek to continuously improve by sharing knowledge, and improving the quality of the systems.

We Strive to be good stewards of our corporate resources.

We Leverage our individual and collective gifts with the intention of developing a harmonious and satisfying living and working environment.

We Do What Is Right even when that is in conflict with doing what is easy or more profitable.

Organizational Chart



References

Client

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KMG PRESTIGE

Strategic Property Management Solutions

The Leadership Team

PAUL SPENCER
PRESIDENT & CEO



Paul Spencer began his 27-year property management career with Oakwood Apartments, a developer, owner and Management Company that specializes in short-term corporate housing. Paul supervised a portfolio of 3,500 units with an asset value of almost four hundred million dollars. In 1995 Paul entered the affordable housing field when he joined Related Management and was responsible for the supervision of properties in a seven-state area. His portfolio was very diverse, and included conventional, project-based Section 8, 236, RAP, Rent Sup, Tax Credit, Bond Financed and Hope VI communities. During his tenure with Related Management, Paul became very familiar with the Americans with Disabilities Act and specifically Section 504. Paul is currently President of KMG Prestige.

KAREN MEAD
VICE PRESIDENT OF BUSINESS DEVELOPMENT

Karen Mead is the Vice President of Business Development for KMG Prestige. For over 37 years she has been intensively involved in the property management industry. Karen is currently responsible for growth associated with third party real estate investment management and consulting of our current and future clients. Previously Karen held the position of Vice President of Property Management with Keystone Management Group where she was responsible for supervision of eight Regional Property Managers, consisting of over 8000 units. In 2007, she acquired an ownership interest in that company and was instrumental in its growth. During the course of her career, she has been involved in virtually every aspect of the property management industry. Karen's experience includes a full spectrum of operations with all programs associated with the affordable housing arena, as well as market rate developments. Karen specializes in assisting and directing ownerships with new construction, including underlying financial strategies. And has an extensive understanding of real estate finance and the LIHTC program. Karen is a high-energy individual who is committed to providing unparalleled customer service and maintaining exceptional client relationships.



JENNIFER ALLEN

VICE PRESIDENT OF FINANCIAL SERVICES & CFO



Jennifer Allen is the Vice President of Financial Services and CFO for KMG Prestige. Her career in property management began in 1998 when she joined Boston Financial Group as an Accounting Manager, and continued with Keystone Management Group, where she served as Controller from 2000 through 2006. As a graduate with honors from Alma College, Jennifer holds a Bachelor of Arts degree in Business Administration, with an Emphasis in Accounting. In her current capacity as VP of Financial Services, Jennifer is directly responsible for managing and directing the support center operations within the Accounting, Accounts Payable Payroll and Risk Management departments. This includes reviewing and implementing policies and procedures related to these areas, as well as overseeing all financial reporting requirements and compliance reporting requirements for the entities managed by KMG Prestige. Throughout her career in property management, she has had the opportunity to work closely with various owners and tax credit syndicators, including Great Lakes Capital Fund, Centerline, MMA Financial, PNC Multifamily, Boston Capital and National Equity Fund, as well as develop strong working relationships with several public accounting firms specializing in real estate management.

