

CITY OF MUSKEGON

CITY COMMISSION MEETING

JANUARY 10, 2017

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. Gaming License Request from Harbor Hospice Foundation City Clerk
 - C. Gaming License Request from Flyin' Heroes City Clerk
 - D. Special Event Liquor License – Farmers Market City Clerk
 - E. MDOT Performance Resolution Department of Public Works
 - F. Agreement for Engineering Services with Charles Wiggins Engineering
 - G. Amendment to the Zoning Ordinance – Waterfront Industrial Planned Unit Development (WI-PUD) Planning & Economic Development
REMOVED PER STAFF REQUEST
 - H. Termination of “The Watermark” Project Brownfield Redevelopment Authority Plan (May, 25, 2004) Planning & Economic Development
 - I. Adopt a Resolution to Authorize the Red Project to Operate in the City of Muskegon City Manager
- ☐ **PUBLIC HEARINGS:**
 - A. Public Hearing for Brownfield Plan Amendment and Development and Reimbursement Agreement for P & G Holdings NY, LLC Redevelopment Project (Watermark) Planning & Economic Development
- ☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. Approval of a Neighborhood Enterprise Zone Certificate – 920 Washington Avenue & 965 W. Western Avenue Planning & Economic Development

B. Approval of a Neighborhood Enterprise Zone Certificate – 285 W. Western Avenue Planning & Economic Development

REMOVED PER STAFF REQUEST

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

1456 Park Street

1290 Wood Street

768 Marcoux

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

- ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
- ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: January 5, 2017

Here is a quick outline of the items on our agendas (both agendas are pretty full):

WORKSESSION:

1. We will be accepting a \$2500 tree grant from Consumers Energy!
2. We will consider a Resolution in support of the Red Project – which is a needle exchange program based in Grand Rapids.
3. We will have a number of items to discuss regarding the Watermark Development, including their Brownfield Plan and their NEZ request.
4. We will discuss the proposal for the change in the Waterfront PUD zoning to remove aggregate storage as an allowed use.
5. We will have an update on Highpoint Flats.

REGULAR SESSION

1. Under the consent agenda, we are asking the Commission for approval of the following:
 - a. Last meeting's minutes.
 - b. A gaming license request from Harbor Hospice
 - c. A gaming license request from Flyin' Heroes
 - d. A special event liquor license for the Farmers' Market's upcoming fundraiser.
 - e. A Resolution permitting certain city work in the MDOT right of way.
 - f. An agreement for engineering services with former employee Charlie Wiggins.
 - g. Amendment to the zoning ordinance related to Waterfront PUD Districts.
 - h. Termination of the 2004 Watermark Project Brownfield Redevelopment Plan.
2. Under new business, we will be asking the Commission to approve the following:
 - a. Approval of the Watermark NEZ Certificate
 - b. Approval of the Highpoint Flats NEZ Certificate
 - c. The demolition of three structures as recommended by the HBA

Date: January 4, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the December 12, 2016 Worksession Meeting and the December 13, 2016 Regular City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, December 12, 2016
Muskegon City Commission Chambers
933 Terrace Street, Muskegon, MI 49440
5:30 PM

Minutes

2016-91

Present: Commissioners Rinsema-Sybenga, Johnson, Gawron, and Warren

Absent: Commissioners German, Turnquist, and Hood

Transmittal of 6/30/16 Comprehensive Annual Financial Report

Eric VanDop of Brickley Delong presented the 2016 Comprehensive Annual Financial Report. He reviewed the report with Commissioners and answered any questions. The City did receive the highest grade allowed on the report. Mr. VanDop did point out that the MERS retirement system is underfunded and adjustments will be needed in the future. He thanked the Finance Division for their hard work and efforts.

Professional Services Agreement (SAFEbuilt)

A draft agreement was presented to the Commission. Small changes are still needed to the document and then it will be brought to the Commission for a vote.

2016 User Fee Update

City Commissioners asked questions of staff of the proposed 2016 user fees.

City Commission will consider this request at its December 13, 2016 meeting.

2017 Salary Schedule and Fringe Benefits for Non-Represented Employees

At this time the City Manager is recommending a \$2,000 one-time increase for all non-union employees. The salary schedule will be reviewed for further consideration at a future meeting.

Adjournment

Moved by Johnson, seconded by Rinsema-Sybenga, to adjourn the meeting at 8:40 p.m.

MOTION PASSES

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 13, 2016

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 22, 2016. Mayor Stephen J. Gawron, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Commissioners Ken Johnson, Debra Warren, Willie German, Jr., Dan Rinsema-Sybenga, and Byron Turnquist, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Vice Mayor Eric Hood

HONORS AND AWARDS:

A. City of Muskegon Employees – Years of Service Awards

Certificate of Appreciation presented to employees present.

2016-92 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the November 22, 2016 Regular City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Park Reservation Software Department of Public Works

SUMMARY OF REQUEST: Staff is requesting to contract with Active Network to provide software and services for online shelter/community room reservations and payments.

FINANCIAL IMPACT: \$15,060 plus transaction fees.

BUDGET ACTION REQUIRED: None. Funds were added to capital improvement in 1st Quarter Budget Reforecast.

STAFF RECOMMENDATION: To authorize staff to enter into a contract with

Active Network to provide software and services for a Park Reservation system that will allow online booking and payments.

C. Transmittal of 06/30/16 Comprehensive Annual Financial Report

Finance Director

SUMMARY OF REQUEST: The City's *June 30, 2016 Comprehensive Annual Financial Report (CAFR)* has been distributed to City Commissioners via email and hard copy. The CAFR is also available on the City's website at www.shorelinecity.com. The CAFR includes the annual independent auditor's report as required by state law. At this time the CAFR is being formally transmitted to the City Commission. The CAFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single-audit of federal grants received by the City.

FINANCIAL IMPACT: The CAFR report summarizes the City's financial activities for the year and includes the independent auditor's unmodified opinion on the City's financial statements.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Acceptance of the June 30, 2016 CAFR and authorization for staff to transmit the CAFR to appropriate federal, state, and private agencies.

D. 2016 User Fee Update Finance

SUMMARY OF REQUEST: City departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution for your consideration.

The new fees and fee changes that are being proposed are highlighted on the attached spreadsheet and significant changes include:

- City code compliance vacant building registration fees have been updated;
- Rental property registration and inspection fees have been adjusted;
- Various building permit fees have been revised.

FINANCIAL IMPACT: Revenue generated for fee supported activities

BUDGET ACTION REQUIRED: None at this time. Adoption of the Master Fee Resolution will help the City attain its budgeted revenue estimates.

STAFF RECOMMENDATION: Approval.

E. Request to Deny & Accept Properties that did not Sell During the Tax Sale for 2016 Planning & Economic Development

SUMMARY OF REQUEST: The County of Muskegon held two delinquent tax

auctions during 2016. There were fifty-three properties left after the last auction. According to the State's tax foreclosure laws, the City must state that they are not interested in obtaining them, otherwise the City will automatically receive ownership of the parcels. From the list that was provided, Planning and Community & Neighborhood Services have gone over the parcels to determine which ones to accept.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To deny and accept certain parcels and authorize both the Mayor and the Clerk to sign said resolution.

F. All Season Rescue Water Craft (Fire) Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the amount of \$67,500.00 for a 20 foot Rescue Water Craft for the Muskegon Fire Department. This specialty rescue boat will replace the 1988 "Scat" hovercraft, which is no longer in service due to being unrepairable. The selected rescue craft is made by Duck Water Boats in Dover, Ohio. This craft would enable Fire the ability to perform in four (4) seasons with a focus on open water/ice rescue during the winter months. The craft is propelled by "air power", supplied by a Levator Marine V8 550 horse power motor. The vessel comes with a venture trailer for swift and easy deployment when and where it is needed.

This equipment will enhance our ability to perform in harsh winter conditions and provide other services needed during the rest of the year, including river rescue and mobility in wet lands, which is not existent at this time.

FINANCIAL IMPACT: None. Budgeted.

BUDGET ACTION REQUIRED: Equipment was budgeted in the 2016/2017 budget cycle to support the equipment upgrade (*404 Public Improvement Fund*).

STAFF RECOMMENDATION: Staff recommends approval of this rescue craft purchase to update and enhance essential winter/ice rescue capabilities.

G. Renaissance Zone: Third Amendment to Development Agreement – City of Muskegon and Parkland Muskegon, Inc. Planning & Economic Development

SUMMARY OF REQUEST: To approve the Development Agreement between the City of Muskegon and Parkland Muskegon, Inc.

FINANCIAL IMPACT: There are assurances that the project will be completed that involve financial commitments to the City. They include a special assessment in the amount of \$400,000 to be placed in escrow which will be applied to the property if certain conditions are not met, as well as an escrow deposit of \$100,000 to be held by the City until a Certificate of

Occupancy is granted for 47 units. In addition, a “profit sharing” clause in the amount of 10% to the City is included in the event the Project is sold and the net proceeds to the Company exceed \$6,700,000. In addition, the City agrees to take ownership of the lot adjacent to High-Point Flats, as well as the area behind the properties on the block and will then improve the area behind the property as a parking lot with 90 spaces. Further, the Agreement is contingent upon the City’s approval of a 15 year NEZ HighPoint Flats.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the Third Amendment to Development Agreement between the City and the Company, and authorize the Mayor and Clerk to sign.

H. Purchase of 235 Monroe Community & Neighborhood Services

SUMMARY OF REQUEST: To approve the purchase of the property located at 235 Monroe Avenue from Henry and Joanne Brown for the amount of \$4,000. The City currently owns the adjacent parcel at 239 Monroe Avenue.

FINANCIAL IMPACT: Program income from CDBG will be used for the purchase.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the request and direct staff to proceed with a purchase agreement.

I. Approval of a Neighborhood Enterprise Zone Certificate-335 Terrace Point Circle Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Steve and Heather Strach for the new construction of a home at 335 Terrace Point Circle. The estimated cost for construction is \$250,384 and they are applying for a 12-year certificate. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT: Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the NEZ Certificate.

J. Approval of a Neighborhood Enterprise Zone Certificate – 347 Terrace Point Circle Planning & Economic Development

SUMMARY OF REQUEST: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Gregory and Cindy Ribesky for the new construction of a home at 347 Terrace Point Circle. The estimated cost for

construction is \$304,360 and they are applying for a 12-year certificate. The applicant has met local and state requirements for the issuance of the NEZ certificate. Approval or denial by the City Commission is required within 60 days of the application date and must be forwarded to the State Tax Commission.

FINANCIAL IMPACT: Taxation will be 50% of the State average for the next 12 years.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the NEZ Certificate.

K. Salt Spreader DPW/Equipment

SUMMARY OF REQUEST: Authorize staff to purchase two Henderson FHS Salt Spreaders for \$18,807.00 each from Arista Truck Systems, the lowest qualified bidder. These will replace the two oldest spreaders currently being used.

FINANCIAL IMPACT: \$37,614.00

BUDGET ACTION REQUIRED: None. Amount is what was budgeted.

STAFF RECOMMENDATION: Authorize staff to purchase two Henderson FHS Salt Spreaders from Arista Truck Systems.

M. 2017 Salary Schedule and Fringe Benefits for Non-Represented Employees City Manager

SUMMARY OF REQUEST: To approve and adopt the two proposed salary matrixes for the non-represented administrative, technical, professional, and supervisory employees for 2017 (\$2,000 lump sum payment across all classifications).

FINANCIAL IMPACT: The changes will cost approximately \$75,000.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve and adopt the two proposed salary matrixes for non-represented employees for 2017.

N. Kitchen 242 Contract City Clerk

SUMMARY OF REQUEST: The City's agreement with Pioneer Resources to operate Kitchen 242 will expire in January 2017. The kitchen officially opened in July 2015 offering culinary classes and services to food entrepreneurs. The contract calls for the scheduling of the kitchen, educating food entrepreneurs, promotion, meeting local and state laws, reviewing applications, invoicing users, and actively seeking new users. Pioneer Resources has been instrumental in assisting with installation of kitchen equipment and supplying items to the kitchen as well as serving in an advisory capacity.

Pioneer Resources has gone through some organizational changes and lost some employees through retirement. Renae Hesselink has taken an active role in

the kitchen since its inception at no cost, devoting many hours each week. Her qualifications speak highly of her background and knowledge. She has been instrumental in seeking and finding grants for the kitchen and Power of Produce. We have asked and she has submitted a proposal to operate the kitchen through September 2017. She has given measurable benchmarks to mark the success of the plan that she has outlined.

FINANCIAL IMPACT: A contract not to exceed \$35,000 to be paid from funds allocated by the State of Michigan.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To authorize staff to sign an agreement with Renae Hesselink to operate Kitchen 242 through September 2017.

O. Set Public Hearing for Amendment to Brownfield Plan – P & G Holdings NY, LLC Planning & Economic Development

SUMMARY OF REQUEST: To approve the resolution setting a public hearing for an amendment for the Brownfield Plan, and notifying taxing jurisdictions of the Brownfield Plan Amendment including the opportunity to express their views and recommendations regarding the proposed amendment at the public hearing. The amendment is for the inclusion of property owned by P & G Holdings NY, LLC, located at 920 Washington, 965 W. Western and 1330 Division, in the Brownfield Plan.

FINANCIAL IMPACT: Brownfield Tax increment Financing will be used to reimburse the developer for “eligible expenses” incurred in associations with development of the Watermark project, which is approximately \$9,018,750, as well as \$240,000 to be reimbursed to the City of Muskegon for infrastructure improvements (W. Western Avenue). P & G Holdings NY, LLC cost for the development of the property is approximately \$30 million in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and authorize the Mayor and Clerk to sign the resolution.

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority met on December 6, 2016 and approved the Brownfield Plan Amendment and recommends the approval of the Brownfield Plan Amendment to the Muskegon City Commission.

P. Authorize Muskegon County to Adopt and Enforce a Storm Water Runoff and Post-Construction Ordinance **SECOND READING**
Planning & Economic Development

SUMMARY OF REQUEST: Staff is requesting the approval of the resolution that will

allow Muskegon County to administer and enforce a Storm Water Runoff and Post-Construction Ordinance on behalf of the City of Muskegon. This ordinance will require a landowner to obtain a Storm Water Permit from the County Drain Commissioners office before commencement of a project that includes any of the following:

- 1) Requires Planning Commission approval
- 2) Creates more than 10,000 square foot of impervious surface
- 3) Disturbs, changes, or disrupts more than 10,000 square foot of existing impervious surface
- 4) Disturbs more than one acre of land
- 5) Is within 500 feet of the water's edge of a drainage course, wetland, lake or stream.

The application for a Storm Water Permit is \$600 and will be approved or denied within 30 days, however, most reviews can be completed within one to two weeks.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the ordinance.

Q. Community Relations Committee Recommendations City Clerk

SUMMARY OF REQUEST: To concur with the recommendation from the Community Relations Committee to accept the resignation of Blanche Smith from the Planning Commission and to appoint Susan Harrison Wolffis to the District Library Board.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the recommendation from the Community Relations Committee.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as presented with the exception of Item L.

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

Nays: None

MOTION PASSES

2016-93 ITEMS REMOVED FROM CONSENT AGENDA

L. RFP for Temporary Staffing Services Provider Affirmative Action and Risk Management

SUMMARY OF REQUEST: Approval to allow the Mayor and Clerk to sign the 2017-2019 Temporary Staffing Services provider contract with the lowest responsible bidder, Good Temps Temporary Staffing Services.

Listed in the order of low bidder to high bidder, proposals were received from the following:

Staffing, Inc., 1635 W. Sherman Boulevard, Norton Shores, MI 49441

Workforce, LLC, 5916 Harvey Street, Muskegon, MI 49444

Good Temps, 271 E. Apple Avenue, Muskegon, MI 49442

CEEP, 2104 Leahy Street, Muskegon Heights, MI 49444

Elwood Staffing, 234 North River Avenue, Suite A, Holland, MI 49424

Some bidders were not prepared to bid on the majority of the positions. Good Temps was the lowest responsible bidder able to meet our needs. Good Temps is fully prepared to handle all of the City's Temporary Staffing needs except the optional public safety positions of part-time police officer and firefighter.

FINANCIAL IMPACT: The 2017 project temporary staffing services cost is approximately \$1,000,000.

BUDGET ACTION REQUIRED: The 2017 budget allows for the financial resources.

STAFF RECOMMENDATION: Staff recommends that the Temporary Staffing Services Contract be awarded to Good Temps Temporary Staffing Services as the lowest responsible bidder and allow the Mayor and Clerk to sign the contractual agreement.

Motion by Commissioner Johnson, second by Commissioner German, to award the Temporary Staffing Services Contract to Good Temps Temporary Staffing Services as the lowest responsible bidder and allow the Mayor and the Clerk to sign the contractual agreement

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

Nays: None

MOTION PASSES

2016-94 NEW BUSINESS:

A. Appoint Representative to Recreation Authority Steering Committee
City Manager

SUMMARY OF REQUEST: To appoint a representative of the City of Muskegon to the Recreation Authority Steering Committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To make an appointment to the Recreation Authority Steering Committee.

Motion by Commissioner Warren, second by Commissioner Rinsema-Sybenga, to appoint Commissioner Ken Johnson to the Recreation Authority Steering Committee.

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

Abstain: Johnson

Nays: None

MOTION PASSES

B. Request to Create a new Neighborhood Enterprise Zone District at 285 W. Western Avenue Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 147 of the Michigan Public Acts of 1992, the developer of the Highpoint Flats project has requested to create a new Neighborhood Enterprise Zone (NEZ) district for the parcel at 285 W. Western Avenue. Properties located in this NEZ district will be eligible to apply for the NEZ certificates, which will lower the residential property taxes on rehab construction. Notice letters were sent to the taxing jurisdictions on June 20 and a public hearing was held on June 28. State law requires that the resolution must be adopted at least 60 days after the notice letters were sent. This project will include 47 apartments units.

FINANCIAL IMPACT: No financial impact at this point. However, being in a district will allow them to apply for a rehab NEZ certificate, which will freeze the building at its pre-rehabilitated rate for 1 to 15 years.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the new NEZ district.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the new NEZ district.

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

Nays: None

MOTION PASSES

C. Approval of Sale of City-Owned Home at 1477 Nolan Community and Neighborhood Services

SUMMARY OF REQUEST: To approve the resolution and instruct the Community and Neighborhood Services department to complete the sales transaction with Rhonda K. Brower for the newly constructed home at 1477 Nolan Avenue for a purchase price of \$125,000.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of affordable homes through the HOME program and provide funding for our Homebuyer's Assistance Program.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner German to approve the resolution and direct the CNS staff to complete the sale.

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

Nays: None

MOTION PASSES

**D. Professional Service Agreement (SAFE built) Public Safety –
REMOVED PER STAFF REQUEST**

ADJOURNMENT: The City Commission Meeting adjourned at 6:08 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC, City Clerk

Date: January 4, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Gaming License Request from Harbor Hospice Foundation

SUMMARY OF REQUEST: The Muskegon Harbor Hospice Foundation is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



December 13, 2016

Mayor & Commissioners
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Dear Mayor & Commissioners,

We would like submit this letter for a resolution to apply for a charitable gaming license through the State of Michigan.

Our organization has been planning for 2017 events that raise charitable dollars to support the programs and services of Harbor Hospice. Our signature fundraising events, the 10th annual Harbor Hospice Regatta and The Event of Events on August 18th and 19th, 2017 are right around the corner. Committees have decided to hold some charitable raffles at both events. The drawings will be held on the evening of Friday, August 18th at The Event Center at Fricano Place Muskegon or on Saturday, August 19th at the Muskegon Yacht Club.

Thank you for your consideration regarding our resolution as an approved and recognized nonprofit organization in our community, supporting the mission of Harbor Hospice.

On behalf of all the patients and families served by Harbor Hospice, thank you.

Regards,

A handwritten signature in blue ink that reads "Ammy Johnson".

Ammy Johnson
Director of Development
Harbor Hospice Foundation

Date: January 4, 2017
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Gaming License Request from Flyin' Heroes

SUMMARY OF REQUEST: The Flyin' Heroes is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval



12/9/16

Ann Meisch, City Clerk
933 Terrace St.
Muskegon, MI 49440

Greetings Ann,

Enclosed you'll find payment for the fee associated with the Local Governing Resolution for Charitable Gaming our organization is seeking. Thank you for adding Flyin' Heroes to the Commission Meeting held on January 10th, 2017. Please let me know if you need any additional information.

Thank you for your time and consideration.

Eric A. Wentzloff

Founder and President of Flyin' Heroes

Date: January 10, 2017
To: Honorable Mayor and City Commissioners
From: CITY CLERK'S OFFICE
RE: Special Event Liquor License – Farmers Market

SUMMARY OF REQUEST: The Muskegon Farmers Market will be hosting a Dining in the Dark event on Thursday, February 16th at the Farmers Market and we are requesting a liquor license including spirits. Proceeds will benefit the Farmers Market.

FINANCIAL IMPACT: \$50 permit from the State for every date requested and \$75 bond.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request.

AGENDA ITEM NO. _____

CITY COMMISSION MEETING JANUARY 10, 2017

TO: Honorable Mayor and City Commission

FROM: Department of Public Works

DATE: January 10, 2017

SUBJECT: MDOT Performance Resolution

SUMMARY OF REQUEST: Adopt the attached MDOT Performance Resolution authorizing the director of public works and/or administrative supervisor to sign off on permits to perform work on state highways within the city. The form has been updated and previous resolution is no longer valid.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve and adopt the attached Performance Resolution by authorizing the City Clerk to sign.

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____

(Name of Board, etc)

of the _____ of _____

(Name of GOVERNMENTAL AGENCY)

(County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____ Title _____

Date: January 10, 2017

To: Honorable Mayor and City Commissioners

From: Engineering

RE: Agreement for Engineering Services W/ Charles Wiggins

SUMMARY OF REQUEST:

Authorize staff to enter into an employment agreement, copy of which is attached, with Charles Wiggins to provide assistance to the engineering department in the capacity of a Civil Engineer I.

As you may recall, Mr. Wiggins worked for the City for over 27-years and since retiring in August of 2015 he had been employed by Elwood Services to provide engineering services to the city.

Furthermore, it is respectfully requested that staff be authorized to retro this agreement to the beginning of this year (2017) and the ability to extend and/or terminate said agreement to best serve the city.

FINANCIAL IMPACT:

Approximately \$60,000 based on estimated 1700-hours of work.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Authorize staff to enter into an agreement with Mr. Wiggins.

AGREEMENT FOR ENGINEERING SERVICES

This agreement is made between the CITY OF MUSKEGON ("City"), and CHARLES WIGGINS (WIGGINS) concerning engineering services.

THE PARTIES AGREE AS FOLLOWS:

1.0 CONCERNING ENGINEERING SERVICES

- 1.1 Wiggins agrees to perform, under the general direction of the City Engineer and the administrative supervision of the City Manager, the recruitment, selection, classification, promotion and discipline of all classified employees of the City. Mr. Wiggins agrees to perform the Civil Engineer's duties as outlined in the job description for such classification.
- 1.2 By this agreement Wiggins is appointed, for its term, as a Civil Engineer for the City of Muskegon.
- 1.3 Wiggins will perform said services at such times that are reasonably necessary as directed by the City Engineer to carry out his commitments, obligations and services contracted for.

2.0 COMPENSATION FOR SERVICES

- 2.1 The City will compensate Wiggins \$35.00 per hour. Wiggins shall complete a time sheet for time spent and the City shall pay Wiggins based upon said time sheets.
- 2.2 Wiggins shall not be liable while performing the work under this contract.

3.0 TERM AND TERMINATION

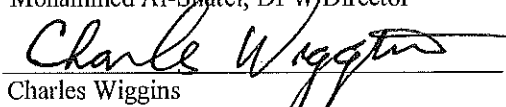
- 3.1 This agreement is effective 01/1/2017, and will continue until 12/31/2018 unless terminated and/or extended. Renewals or extensions may occur on mutually acceptable terms.
- 3.2 The City reserves the right to terminate this agreement upon a two week written notice to Wiggins.

4.0 GENERAL AND SPECIFIC CONDITIONS

- 4.1 Wiggins agrees that he is an independent contractor. He is required by this contract only to render services at such times and on such schedules as agreed upon between Wiggins and the City Engineer. Wiggins acknowledges that he is not an employee, that he has no rights to continuing benefits, withholding of FICA contributions, tax withholding, unemployment, workers compensation, additional pension credits, insurance for active employees or other employment fringe rights or benefits, and that his compensation is limited to the hourly compensation set forth above. This acknowledgment does not affect any benefits Wiggins may have as a retiree of the City.
- 4.2 Wiggins agrees to exercise his best effort to avoid representation of any person, party, or entity in any cause contrary to the interest of the City. He will also desist from representing any person, party, or entity on any matter in which the City is or may become an opposing party.

IN WITNESS WHEREOF, the parties execute this agreement this _____ day of _____, 2017.

By _____
Mohammed Al-Shatel, DPW Director


Charles Wiggins

1/09/2017

Commission Meeting Date: January 10, 2017

Date: January 5, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Termination of “The WaterMark” Project
Brownfield Redevelopment Authority Plan (May, 25, 2004)

SUMMARY OF REQUEST: The Brownfield Plan Amendment for “The WaterMark” Project (“Plan”) was approved by the Brownfield Redevelopment Authority (BRA) and the City Commission in May 2004. The redevelopment projects outlined in the Plan have been completed (54 residential units). There was no TIF capture included in this Plan. As a new Brownfield Plan Amendment is being requested by the owners of the property, it is necessary to terminate the existing Plan which has been completed, using the language recommended in the “Staff Recommendation” below.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: That the City Commission hereby terminates “The WaterMark” Project Brownfield Plan adopted on May 25, 2004. The Plan is being terminated pursuant to MCL 125.2666(8)(a) as it relates to the eligible property located at 930 Washington Ave and pursuant to MCL 125.2666(8)(b) as it relates to the eligible property located at 920 Washington Ave, 965 W. Western Ave and 1330 Division Street.

COMMITTEE RECOMMENDATION: The Brownfield Redevelopment Authority approved termination of the Brownfield Plan Amendment for “The WaterMark” Project (May 25, 2004) at their December 6, 2016 meeting.

Date: January 9, 2017
To: Honorable Mayor and City Commissioners
From: Frank Peterson, City Manager
**RE: Adopt a Resolution to Approve the Operation of the
Red Project in the City of Muskegon**

SUMMARY OF REQUEST: Adopt a resolution to approve the operation of the Red Project in the City of Muskegon.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adopt the resolution.

At a regular meeting of the City Council of the City of Muskegon, County of Muskegon, MI, held on the 10th day of January 2017, at the Muskegon City Hall in said City at 5:30 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION TO ALLOW GRAND RAPIDS RED PROJECT TO OPERATE A HARM
REDUCTION PROGRAM IN THE CITY OF MUSKEGON**

WHEREAS, the City of Muskegon is authorized by the provisions of Act 279 of 1909 under MCL 117.3(j), The Home City Rule, to enter into a contract with a private organization to provide for health including the prevention of infectious diseases, prevention of drug abuse, and the counseling and treatment of drug abusers; and

WHEREAS, the City of Muskegon is also authorized by the provisions of Act 368 of 1978 under MCL 333.7457 (f) to allow a private organization operating within the City limits to offer for sale, sell, or give away an object used to prevent the transmission of infectious agents; and

WHEREAS, the transmission of HIV/AIDS, Hepatitis C, and other infectious diseases continues to negatively impact this community, with at least 16% of people currently living with HIV/AIDS in Muskegon County having contracted the disease through injection drug use; and

WHEREAS, the Grand Rapids Red Project has a nineteen year history of working cooperatively with law enforcement, public health organizations, substance abuse treatment agencies, the courts, and the media to educate and inform the public on the principles of a harm reduction program and the results of such a program; and

WHEREAS the Grand Rapids Red Project desires to offer its services throughout Muskegon County, including the city of Muskegon, including the operation of mobile services within the City, to better address the transmission of infectious diseases in the City, including Hepatitis C and HIV/AIDS; and

WHEREAS the Grand Rapids Red Project has secured private funding from a variety of sources; hired staff; developed effective comprehensive collaborations with other community agencies for purposes of referral; and will include HIV and Hepatitis C prevention, counseling and testing, substance abuse counseling, recovery coaching and referral to treatment, and overdose prevention and response training on site as well as referrals for STI testing, food, clothing, shelter, domestic violence and other critical needs of the target population; and

WHEREAS, a proposed resolution to allow Grand Rapids Red Project to operate a harm reduction program in the City of Muskegon pursuant to Act 279 and Act 368 has been presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Grand Rapids Red Project is authorized to operate a harm reduction program for syringe and needle exchange within the city of Muskegon, including the operation of mobile services within the City, for the sole purposes of preventing the transmission of infectious agents; and
2. The Grand Rapids Red Project, its staff, Board of Directors, and volunteers, while acting within the scope of authority granted herein, are conducting an activity permitted by the state of Michigan and are exempt from the provisions of the Public Health Code, MCL 333.7451, et seq.; and
3. The Grand Rapids Red Project, its staff, Board of Directors, and volunteers, while acting within the scope of authority granted herein, are conducting an activity permitted by the state of Michigan and are exempt from the provisions of Part II, Chapter 54, Article V, Division 1, Section 54-121 of the Code of Ordinances, City of Muskegon, Michigan.

FURTHER INFORMATION may be obtained from the Office of the City Manager at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan 49440.

This notice is given by order of the City Council of the City of Muskegon, Michigan.

Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on January 10, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch
City Clerk

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch, City Clerk

Commission Meeting Date: January 10, 2017

Date: January 3, 2017
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
**RE: Public Hearing for Brownfield Plan Amendment
and Development and Reimbursement Agreement
for P&G Holdings NY, LLC Redevelopment Project
(Watermark)**

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

FINANCIAL IMPACT: Brownfield Tax Increment Financing will be used to reimburse the developer for “eligible expenses” incurred in association with development of the Watermark project. P&G Holdings NY, LLC cost for the development of the property is approximately \$30 million in private investment, resulting in a substantial increase in the local and school taxes generated by the property.

“Eligible Expenses” would be reimbursed starting in 2018. The estimated tax capture and payment schedule is included as Attachment U-3 in the proposed Brownfield Plan Amendment.

After all eligible costs incurred by the various parties are reimbursed (estimated to be in 2047), the BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund.

The Development and Reimbursement Agreement provides the structure for the capture of taxes and the reimbursement to P&G Holdings and the City of Muskegon for eligible expenses.

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: The Muskegon City Commission set the public hearing for January 10, 2017 at their December 13, 2016 meeting. Since that time, a notice of the public hearing

has been sent to taxing jurisdictions. In addition, the Brownfield Redevelopment Authority approved the Plan amendment and the Development and Reimbursement Agreement on December 6, 2016 and recommends that the Muskegon City Commission approve the Plan amendment and Development and Reimbursement Agreement.

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

P & G Holdings NY, LLC Redevelopment Project (Watermark)

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers, on the 10th day of January 2017, at 5:30 p.m., prevailing Eastern Time.

PRESENT: Members

ABSENT: Members

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

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to add P & G Holdings NY, LLC Redevelopment Project (Watermark) ; and

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

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on January 10, 2017.

NOW, THEREFORE, BE IT RESOLVED, THAT:

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

NAYS:

Members_____

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch, City Clerk

Stephen J. Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on January 10, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

***BROWNFIELD PLAN AMENDMENT
FOR THE P&G HOLDINGS NY, LLC
REDEVELOPMENT PROJECT***

August 17, 2016

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN AMENDMENT FOR THE P&G HOLDINGS NY, LLC REDEVELOPMENT PROJECT

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on **February 23, 1998**, with amendments approved 8/10/98; 6/13/00; 4/15/03; 7/7/03; 4/20/04; 6/21/04; 9/8/04; 9/5/06; 2/23/07; 5/15/07, 11/12/07, 5/13/08, 6/24/08, 4/9/13 _____.

Original Plan Approved by the City Commission of the City of Muskegon on **April 14, 1998**, with amendments approved 8/11/98; 7/11/00; 5/27/03; 8/12/03; 5/25/04; 7/13/04; 7/27/04; 10/12/04; 10/24/06; 3/27/07; 6/12/07; 1/8/08, 5/13/08, 6/24/08, 5/14/13 and _____.

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

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V. _____	

I. INTRODUCTION

In order to promote the revitalization of commercial, industrial, and residential properties within the boundaries of the City of Muskegon (the “City”), the City established the City of Muskegon Brownfield Redevelopment Authority (the “Authority”) pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended (“Act 381”), and a resolution adopted by the Muskegon City Commission on February 10, 1998. Terms defined in Act 381 and applicable sections of the statute are noted in *italics* throughout this document.

The major purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of *eligible properties* within the City that are impacted by the presence of hazardous substances in concentrations that exceed Michigan’s Part 201 Generic Cleanup Criteria (“*facilities*”) or that have been determined to be Functionally Obsolete or Blighted. Inclusion of property within this Plan can facilitate financing of environmental response activities, infrastructure improvements, demolition, lead or asbestos abatement, and site preparation activities at *eligible properties*; and may also provide other incentives to eligible taxpayers willing to invest in revitalization of *eligible properties*. By facilitating redevelopment of underutilized *eligible properties*, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

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

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Director of Planning and Economic Development.

II. GENERAL PROVISIONS

A. Costs of the Brownfield Plan (Section 13(1)(a))

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

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to

applicants to be included in the Plan, and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, and
- iii) costs for Plan implementation

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

B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

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

C. Duration of the Brownfield Plan (Section 13(1)(f))

The duration of this Plan is expected to be 35 years. It is estimated that the demolition and abatement costs associated with the Project (defined below) will be completed by the end of 2017 and it is estimated that it could take up to 30 years to recapture eligible costs through tax increment revenues. In addition, once all activity costs are reimbursed, funds may be captured for the local site remediation revolving fund, if available. Therefore, the duration of capture for the Project (defined below) will begin no later than 2018 and will continue until such time that all the eligible activities undertaken in this Plan are reimbursed, but in no event will the Plan exceed the maximum duration provided for in (MCLA 125.2663(1)(22)). The total costs of *eligible activities* include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of *eligible activities*, the cost of principal and interest otherwise incurred to pay for eligible activities, the reasonable costs of a work plan or remedial action plan and the costs of preparation of Brownfield Plans and amendments.

**D. Displacement/Relocation of Individuals on Eligible Properties
(Section 13(1)(i),(j)(k)(l))**

The proposed amendment to the Plan will not result in the displacement or relocation of any individuals on *eligible properties* identified in this Plan. Therefore, the provisions of *Section 13(1)(i-l)* are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

Whenever this Plan includes a property for which taxes will be captured through the tax increment financing authority provided by Act 381, it is the Authority's intent to establish

and fund a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in *Section 13(5) of Act 381*. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan, provided that the time frame allowed by Act 381 for tax capture is sufficient to accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible environmental response activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

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

III. SITE SPECIFIC PROVISIONS

P&G Holdings NY, LLC Redevelopment Project

1. Eligibility and Project Description(Sec. 13(1)(h))

Project Description

The proposed project includes a plan to redevelop approximately 435,000 square feet of the remaining building into a mixed use project that will include residential market rate rental units and a full-scale family entertainment center (the "Project"). The Project will include the addition of approximately 120 new market rate residential apartments and approximately 200,000 square feet of entertainment and commercial space that would include bowling/arcade, a restaurant, laser tag, cybersport, a trampoline park, concert venue, indoor mountain biking and commercial retail/office space spread throughout the building. The Project is expected to reactivate the building and generate the creation of approximately 125+ jobs at the site. The Project will include significant interior demolition and abatement activities in order to prepare the building for redevelopment. A proposed site plan is included in Attachment U-2.

The private capital investment to complete the Project is estimated to be approximately \$30+ million with approximately \$7.6 million required to address the demolition and abatement costs alone. The Project will likely result in approximately 125+ new jobs with average wages of approximately \$10/hr and approximately 85+ temporary construction jobs during the estimated 24 months of construction.

The *eligible property* comprising the P&G Holdings NY, LLC Redevelopment Project included in this Plan consists of three parcels of property in downtown Muskegon, Michigan (see Attachment U-1). The parcel number/legal description of the *eligible property* is:

Address: 920 Washington Avenue

Parcel: #61-24-205-467-0001-00

Legal description:

CITY OF MUSKEGON REVISED PLAT 1903 PT OF BLKS 467 AND 468 AND ENTIRE BLK 474 TOGETHER WITH PT OF THE C & O RR R/W IN SD BLK 467 VAC MICHIGAN AVE BET SD BLKS 467 & 474 THE 2 VAC ALLEYS IN SD BLK 474 DESC AS BEG ON THE N R/W LN OF MICHIGAN AVE AT A POINT BEING N 89D 48M 11S E 549.04 FT FROM THE SW COR OF SD BLK 468 TH N 02D 11M 01S E 7.87 FT TH S 87D 51M 37S E 111.67 FT ALG SLY LN OF A 5 STY BLDG TH N 02D 23M 08S E 85.09 FT ALG E SIDE OF A 4 IN WALL TH S 87D 48M 59S E 28.01 FT ALG NLY LN OF SD 5 STY BLDG TH N 02D 11M 01S E 21.28 FT ALG SD BLDG TH N 88D 38M 32S W 12.93 FT ALG SD BLDG LN TH N 00D 42M 58S E 57.92 FT ALG SD BLDG LN TH S88D 25M 41S E 8.43 FT ALG SD BLDG LN TH N 88D 25M 41S W 0.40 FT ALG SD BLDG LN TH N 01D 34M 19S E 0.30 FT ALG SD BLDG LN TH N 88D 25M 41S W 8.72 FT ALG SD BLDG LN TH N 00D 30M 20S E 24.63 FT TH N 82D 30M 04S W 8.71 FT TH S 00D 30M 20S W 9.53 FT TH N 83D 24M 04S W 13.72 FT ALG SD 5 STY BLDG LN TH N 09D 23M 07S E 9.68 FT ALG SD 5 STY BLDG LN TH N 82D 30M 04S W 112.12 FT ALG SD BLDG LN & THE EXTENSION TH'OF TH N 07D 28M 33S E 75.55 FT ALG SD BLDG LN & THE EXTENSION TH'OF TH S 82D 42M 42S E 474.11 FT ALG THE SLY R/W LN OF WESTERN AVE TH S 00D 01M 06S E 664.21 FT ALG THE W R/W LN OF DIVISION ST TH S 89D 34M 02S W 476.58 FT ALG THE N R/W LN OF WASHINGTON AVE TH N 00D 20M 35S W 414.17 FT ALG THE E R/W LN OF HUDSON ST TH S89D 48M 11S W 1.29 FT ALG THE S R/W LN OF MICHIGAN AVE TO POB CONTAINING 304,686 SF (6.995 AC) SUBJ TO DECLARATION OF RESTRICTIVE COVENANT RECOR'D 3629/083 SBJT TO ELECTRIC LNS ESMT RECORD'D L/P 3630/666 DESC AS A 10FT WIDE STRIP & BEING 5 FT ON EA SIDE OF EA UNDERGROUND ELECTRIC LN AS CONSTRUCTED ON OWNER'S LAND A 30 FT WIDE STRIP OF LAND BEING 15 FT ON EA SIDE OF EA OVERHEAD ELECTRIC LN AS CONSTRUCTED ON OWNERS LAND

Address: 965 W. Western Avenue

Parcel: #61-24-205-468-0001-10

Legal description:

CITY OF MUSKEGON REVISED PLAT 1903 BLK 468 AND PT OF BLK 467 VAC ALLEY IN BLK 468 PART OF FORMER C & O RAILROAD R/W IN BLK 467 & 468 AND VAC HUDSON ST BET BLK 467 AND 468 AND ALL BEING DESC AS BEG AT THE SW COR OF SAID BLK 468 TH N 00D 19M 25S W 351.64 FT ALG E R/W LN OF FRANKLIN ST TH N 89D 58M 00S E 278.5 FT ALG THE S R/W LN OF WESTERN AVE TH S 82D 42M 42S E 284.66 FT ALG SD R/W LN TH S 07D 28M 33S W 75.55 FT ALG THE WLY LN & EXTENSION TH'OF OF A 5 STORY BRICK BLDG TH S 82D 30M 04S E 112.12 FT ALG SD BLDG LN & THE EXTENSION TH'OF TH S 09D 23M 07S W 9.68 FT ALG SD BLDG LN TH S 83D 24M 04S E 13.72 FT ALG SD BLDG LN TH N 00D 30M 04S E 8.71 FT TH S 00D 30M 20S W 24.63 FT TH S 88D 25M 41S E 8.72 FTALG SD BLDG LN TH S 01D 34M 19S W 0.30 FT ALG SD BLDG LN TH S 88D 25M 41S E 0.40 FT ALG SD BLDG LN TH S 00D 42M 58S W 29.45 FT ALG SD BLDG LN TH N 88D 25M 41S W 8.43 FT ALG SD BLDG LN TH S 00D 42M 58S W 57.92 FT ALG SD BLDG LN TH S 88D 38M 32S E 12.93 FT ALG SD BLDG LN TH S 02D 11M 01S W 21.28 FT ALG SD BLDG LN TH N 87D 48M 59S W 28.01 FT ALG SD BLDG LN TH S 02D 23M 08S W 85.09 FT ALG E SIDE OF A 4 IN WALL TH N 87D 51M 37S W 111.67 FT ALG SLY SIDE OF SD 5 STY BLDG LN TH S 02D 11M 01S W 7.87 FT TH S 89D 48M 11S W 549.04 FT ALG N LN OF MICHIGAN AVE TO POB CONTAINING 217056 SF (4.983 AC) SUBJ TO DECLARATION OF RESTRICTIVE COVENANT RECOR'D 3629/083

Address: 1330 Division Street

Parcel: #61-24-205-466-0001-00

Legal description:

CITY OF MUSKEGON THAT PT OF BLKS 466 & 475 VAC MICHIGAN AVE AND VAC CLAY AVE COM AT THE SW COR OF SD BLK 475 FOR POB TH N ALG E LN OF DIVISION ST 337.47 FT TH N 89D 40M 00S E 427.35 FT TO W LN OF HENRY ST TH S 05D 18M 10S W ALG SD W LN 144.97 FT TO NE COR OF SD BLK 475 TH S 00D 28M 45S W ALG SD W LN 194.75 FT TO SE COR OF SD BLK 475 TH S 89D 52M 30S W ALG S LN OF SD BLK 412.33 FT TO POB SUBJ TO DECLARATION OF RESTRICTIVE COVENANT RECOR'D 3629/083

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

The eligible property is considered a "facility" pursuant to Part 201. A limited Industrial/Commercial Remedial Action Plan (RAP) submitted by Lakeview Industrial Center, Inc. for the entire Shaw Walker facility was approved by the MDEQ on November 14, 2000. P&G purchased a portion of the facility for redevelopment and prepared a Baseline Environmental Assessment dated January 11, 2002 for disclosure to the MDEQ. Subsequently, P&G worked with the MDEQ to prepare an Interim Response Designed to Meet Criteria (IRDC), to allow for a portion of the eligible property to be used for residential purposes. The IRDC plan, dated October 17, 2003, was approved by MDEQ on December 15, 2003. The eligible property had concentrations of benzo(a)pyrene, lead, dibenz(a,h)anthracene and arsenic in excess of residential direct contact cleanup criteria. Therefore, the eligible property is considered a "facility" pursuant to Part 201 and is therefore an eligible property pursuant to Act 381 of 1996, as amended.

Eligible Activities, Financing, Cost of Plan (Sec. 13(1) (a),(b),(c),(d),(g))

Eligible activities included for reimbursement consist of demolition, lead and asbestos abatement, site preparation and infrastructure improvements (see chart below).

Eligible Activities

Demolition	\$ 5,650,000
Lead and Asbestos Abatement	\$ 2,000,000
Site Preparation	\$ 60,000
Infrastructure Improvements	
- Private	\$ 75,000
- Public (City Street)	\$ 240,000
Sub-total	\$ 8,025,000
Contingency (15%)	\$ 1,203,750
Brownfield Plan/Work Plan Preparation and Development	\$ 30,000
Total Eligible Activities to be paid for under this Plan	<u>\$ 9,258,750</u>

The eligible activities described above will occur on the Property and are further described as follows:

1. Demolition: Demolition will include significant selective interior and exterior demolition of roofing, flooring, windows, removal of walls, site demolition of existing improvements, etc. Demolition is necessary in order to prepare the project for the proposed improvements.
2. Lead and Asbestos Abatement: Due to the age of the building, it is expected that lead and asbestos will be encountered during the demolition process. Therefore, a survey will be conducted to determine the extent and scope of the abatement and materials will be removed and properly disposed of by a licensed contractor.
3. Site Preparation: Site Preparation on the Property will include mass grading of the existing site on Division.
4. Infrastructure Improvements: Infrastructure Improvements will include utility upgrades to the existing storm sewers, water service, sanitary sewer, streets, sidewalks, curbs and gutters, landscaping and mill and repaving of Western Ave from Franklin to Shoreline Drive (approximately 1,000').
5. Brownfield/Work Plan Preparation and Development: Costs incurred to prepare and develop this brownfield plan and a work plan, as required per Act 381 of 1996, as amended.

An estimate of the captured taxable value and tax increment revenues, which includes the impact on the taxing jurisdictions, is attached as Attachment U-3.

The cost to conduct the Project eligible activities included in this Plan will be initially provided by P&G Holdings NY, LLC and they will seek reimbursement for eligible activities through tax increment financing from local and state taxes. The Downtown Development Authority Tax Increment Financing Plan is expected to support a pass-through of its capture to allow the Brownfield Authority to capture 100% of the projected increment from the Project. It is intended that the Authority will capture 100% of the *captured taxable value* from the Property to reimburse the developer for *eligible activities* incurred for the Project. No advances via bond or notes will be made from the City for this Plan.

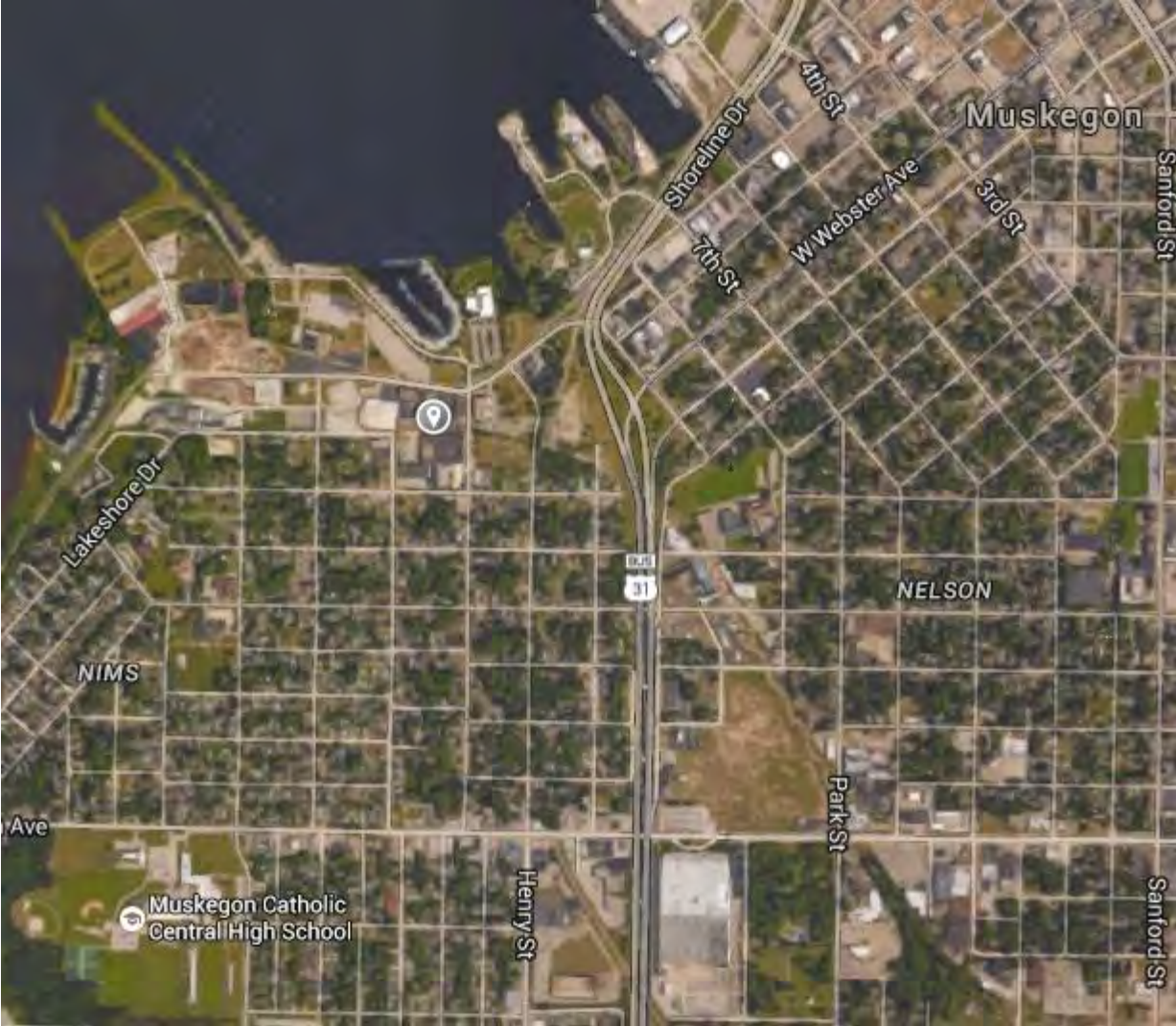
Effective Date of Inclusion in Brownfield Plan

The P&G Holdings NY, LLC Redevelopment Project was added to this Plan on _____.

ATTACHMENT U-1

SITE MAP

P&G HOLDINGS NY, LLC REDEVELOPMENT PROJECT





ATTACHMENT U-2

PROPOSED SITE PLAN

P&G HOLDINGS NY, LLC REDEVELOPMENT PROJECT

MUSKEGON, MICHIGAN

CONCEPT DESIGN STUDIO, INC.

PROJECT #	0264-14
REVISIONS	
OWNER	02.11.2014
OWNER	05.12.2014
REVISION	
REVISIONS	
COMMENTS	09.01.2015
Drawn by: CAI Checked by: CAI Title: 0264-14 Concept Design Building Date: 01.02.2015 Scale: 1:1 Drawing No: 0264-14-01 Drawing Title: PRELIMINARY FIRST FLOOR PLAN	



PRELIMINARY FIRST FLOOR PLAN

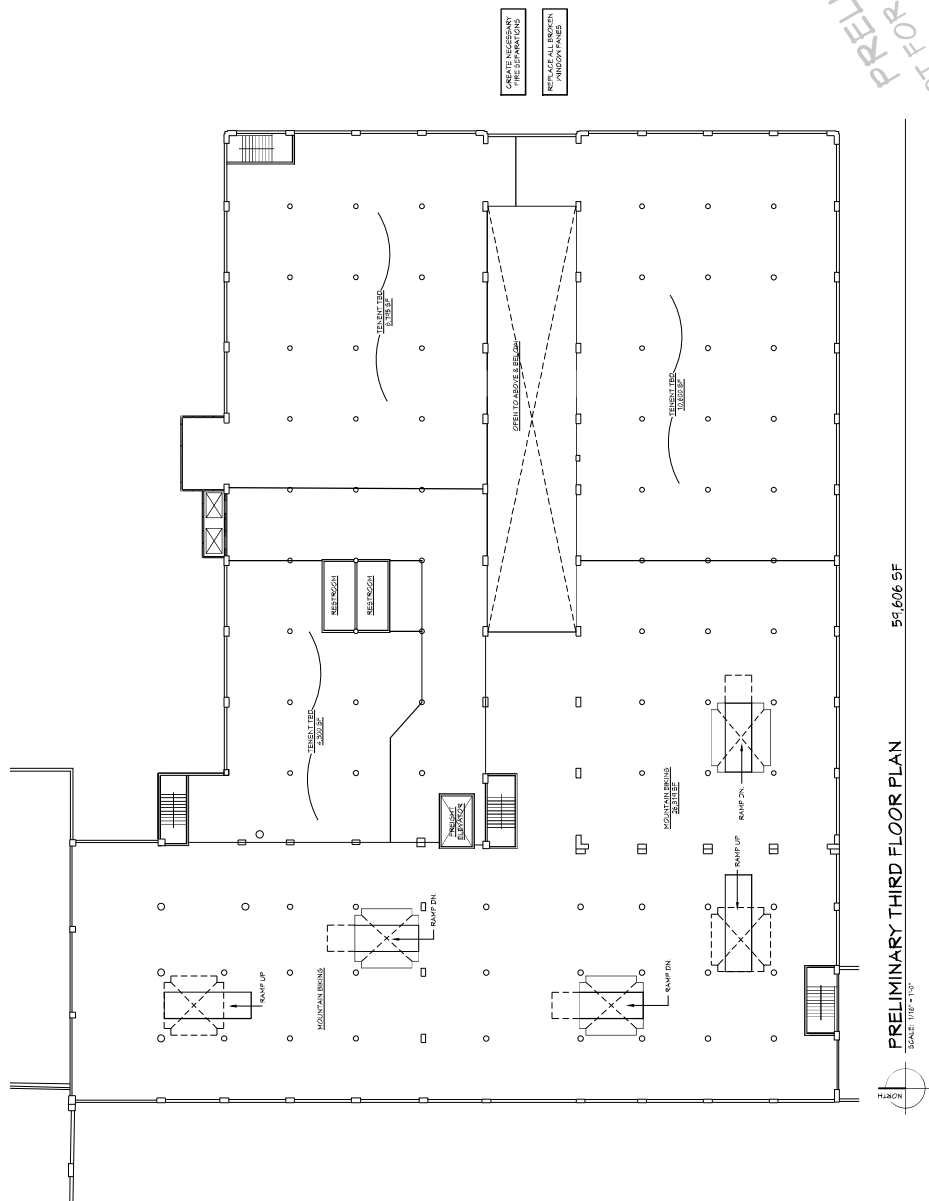
PRELIM
SCALE: 1/16" = 1'-0"



PRELIMINARY SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"

57,767 SF

SHEET NO.







ATTACHMENT U-3

TAX INCREMENT FINANCING TABLE P&G HOLDINGS NY, LLC REDEVELOPMENT PROJECT

Real Property Improvements ⁽¹⁾

	2016	NEZ Period for Residential												
		OPRA Period for Commercial												
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Base Residential TV (2016)	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915
Base Commercial TV (2016)	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863
Residential TV after Improvement ⁽²⁾	\$184,915	\$184,915	\$2,765,467	\$2,793,121	\$2,821,053	\$2,849,263	\$2,877,756	\$2,906,533	\$2,935,599	\$2,964,955	\$2,994,604	\$3,024,550	\$3,054,796	\$3,085,344
Commercial TV after Improvement ⁽²⁾	<u>\$797,863</u>	<u>\$797,863</u>	<u>\$4,056,443</u>	<u>\$4,097,007</u>	<u>\$4,137,977</u>	<u>\$4,179,357</u>	<u>\$4,221,151</u>	<u>\$4,263,362</u>	<u>\$4,305,996</u>	<u>\$4,349,056</u>	<u>\$4,392,546</u>	<u>\$4,436,472</u>	<u>\$4,480,837</u>	<u>\$4,525,645</u>
Total Captured Residential Taxable	\$0	\$0	\$2,580,551	\$2,608,206	\$2,636,137	\$2,664,348	\$2,692,840	\$2,721,618	\$2,750,683	\$2,780,039	\$2,809,689	\$2,839,635	\$2,869,880	\$2,900,428
Total Captured Commercial Taxable	\$0	\$0	\$3,258,580	\$3,299,145	\$3,340,115	\$3,381,494	\$3,423,288	\$3,465,500	\$3,508,133	\$3,551,193	\$3,594,684	\$3,638,609	\$3,682,974	\$3,727,782
Millages ⁽³⁾														
City Operating	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869
County Operating	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984
City Sanitation	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000
County Museum	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221
County Veterans	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752
County Qual Life	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400
Central Dispatch	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
Comm College	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037
MAISD	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580
Hackley Library	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000
State Education Tax (SET)	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
School Operating	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>
TOTAL CAPTURED MILLAGE	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843

Yearly Captured Tax

City Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,602
County Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,242
City Sanitation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,183
County Museum	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,201
County Veterans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280
County Qual Life	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$895
Central Dispatch	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,118
Comm College	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,215
MAISD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,737
Hackley Library	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,947
State Education Tax (SET)	\$0	\$0	\$9,776	\$9,897	\$10,020	\$10,144	\$10,270	\$20,793	\$21,049	\$21,307	\$21,568	\$21,832	\$22,098	\$22,367
School Operating	\$0	\$0	\$29,327	\$29,692	\$30,061	\$30,433	\$30,810	\$62,379	\$63,146	\$63,921	\$64,704	\$65,495	\$66,294	\$67,100
Local Captured Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,420
State Captured Taxes	\$0	\$0	\$39,103	\$39,590	\$40,081	\$40,578	\$41,079	\$83,172	\$84,195	\$85,229	\$86,272	\$87,327	\$88,391	\$89,467
Total Yearly Captured Taxes	\$0	\$0	\$39,103	\$39,590	\$40,081	\$40,578	\$41,079	\$83,172	\$84,195	\$85,229	\$86,272	\$87,327	\$88,391	\$197,887
Cumulative Captured Taxes	\$0	\$0	\$39,103	\$78,693	\$118,774	\$159,352	\$200,431	\$283,603	\$367,799	\$453,027	\$539,300	\$626,626	\$715,018	\$912,904

State Brownfield Fund Capture (3 mill)	\$0	\$0	(\$9,776)	(\$9,897)	(\$10,020)	(\$10,144)	(\$10,270)	(\$10,396)	(\$10,524)	(\$10,654)	(\$10,784)	(\$10,916)	(\$11,049)	(\$11,183)
Revolving Fund Capture	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eligible Activities	\$9,258,750	\$9,258,750	\$9,258,750	\$9,229,423	\$9,199,730	\$9,169,669	\$9,139,236	\$9,108,426	\$9,035,651	\$8,961,980	\$8,887,405	\$8,811,917	\$8,735,506	\$8,658,163
State Tax Reimbursement	\$0	\$0	\$29,327	\$29,692	\$30,061	\$30,433	\$30,810	\$72,775	\$73,671	\$74,575	\$75,488	\$76,411	\$77,342	\$78,283
Local Tax Reimbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108,420
Unreimbursed Eligible Activities	\$9,258,750	\$9,258,750	\$9,229,423	\$9,199,730	\$9,169,669	\$9,139,236	\$9,108,426	\$9,035,651	\$8,961,980	\$8,887,405	\$8,811,917	\$8,735,506	\$8,658,163	\$8,471,460
Total Project Reimbursement	\$0	\$0	\$29,327	\$59,020	\$89,081	\$119,514	\$150,324	\$223,099	\$296,770	\$371,345	\$446,833	\$523,244	\$600,587	\$787,290

(1) Land increment will be captured but TIF projections only show Improvements capture due to NEZ and OPRA abatements and for ease of reference.

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

(3) Assumes Millage Rates remain constant

Local Millage Ratio	52.3%	\$3,944,314	Local Reimbursement
State Millage Ratio	47.7%	\$3,592,909	State Reimbursement
		\$7,537,223	Total Eligible Activities

920 Washington Redevelopment Project
TIF Schedule

Real Property Improvements ⁽¹⁾

	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Base Residential TV (2016)	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915	\$184,915
Base Commercial TV (2016)	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863	\$797,863
Residential TV after Improvement ⁽²⁾	\$3,116,197	\$3,147,359	\$3,178,833	\$3,210,621	\$3,242,727	\$3,275,154	\$3,307,906	\$3,340,985	\$3,374,395	\$3,408,139	\$3,442,220	\$3,476,642	\$3,511,409	\$3,546,523	\$3,581,988
Commercial TV after Improvement ⁽²⁾	<u>\$4,570,901</u>	<u>\$4,616,610</u>	<u>\$4,662,777</u>	<u>\$4,709,404</u>	<u>\$4,756,498</u>	<u>\$4,804,063</u>	<u>\$4,852,104</u>	<u>\$4,900,625</u>	<u>\$4,949,631</u>	<u>\$4,999,128</u>	<u>\$5,049,119</u>	<u>\$5,099,610</u>	<u>\$5,150,606</u>	<u>\$5,202,112</u>	<u>\$5,254,133</u>
Total Captured Residential Taxable	\$2,931,282	\$2,962,444	\$2,993,917	\$3,025,706	\$3,057,812	\$3,090,239	\$3,122,991	\$3,156,070	\$3,189,480	\$3,223,224	\$3,257,305	\$3,291,727	\$3,326,494	\$3,361,608	\$3,397,073
Total Captured Commercial Taxable	\$3,773,039	\$3,818,748	\$3,864,914	\$3,911,542	\$3,958,636	\$4,006,201	\$4,054,241	\$4,102,762	\$4,151,769	\$4,201,265	\$4,251,256	\$4,301,747	\$4,352,743	\$4,404,249	\$4,456,271
Millages ⁽³⁾															
City Operating	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869	10.0869
County Operating	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984	5.6984
City Sanitation	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000	3.0000
County Museum	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221	0.3221
County Veterans	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752	0.0752
County Qual Life	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400	0.2400
Central Dispatch	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000	0.3000
Comm College	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037	2.2037
MAISD	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580	4.7580
Hackley Library	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000	2.4000
State Education Tax (SET)	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
School Operating	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>
TOTAL CAPTURED MILLAGE	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843	53.0843

Yearly Captured Tax

City Operating	\$56,538	\$60,931	\$65,409	\$69,975	\$70,774	\$71,581	\$72,396	\$73,219	\$74,050	\$74,890	\$75,738	\$76,595	\$77,460	\$78,333	\$79,216
County Operating	\$31,940	\$34,422	\$36,952	\$39,531	\$39,983	\$40,438	\$40,899	\$41,364	\$41,833	\$42,308	\$42,787	\$43,271	\$43,759	\$44,253	\$44,751
City Sanitation	\$20,113	\$20,344	\$20,576	\$20,812	\$21,049	\$21,289	\$21,532	\$21,776	\$22,024	\$22,273	\$22,526	\$22,780	\$23,038	\$23,298	\$23,560
County Museum	\$2,159	\$2,184	\$2,209	\$2,234	\$2,260	\$2,286	\$2,312	\$2,338	\$2,365	\$2,391	\$2,419	\$2,446	\$2,473	\$2,501	\$2,530
County Veterans	\$504	\$510	\$516	\$522	\$528	\$534	\$540	\$546	\$552	\$558	\$565	\$571	\$577	\$584	\$591
County Qual Life	\$1,609	\$1,627	\$1,646	\$1,665	\$1,684	\$1,703	\$1,723	\$1,742	\$1,762	\$1,782	\$1,802	\$1,822	\$1,843	\$1,864	\$1,885
Central Dispatch	\$2,011	\$2,034	\$2,058	\$2,081	\$2,105	\$2,129	\$2,153	\$2,178	\$2,202	\$2,227	\$2,253	\$2,278	\$2,304	\$2,330	\$2,356
Comm College	\$14,774	\$14,944	\$15,115	\$15,288	\$15,462	\$15,638	\$15,816	\$15,996	\$16,178	\$16,361	\$16,547	\$16,734	\$16,923	\$17,114	\$17,306
MAISD	\$31,899	\$32,265	\$32,634	\$33,007	\$33,384	\$33,765	\$34,149	\$34,538	\$34,930	\$35,326	\$35,726	\$36,130	\$36,538	\$36,950	\$37,366
Hackley Library	\$16,090	\$16,275	\$16,461	\$16,649	\$16,839	\$17,031	\$17,225	\$17,421	\$17,619	\$17,819	\$18,021	\$18,224	\$18,430	\$18,638	\$18,848
State Education Tax (SET)	\$40,226	\$40,687	\$41,153	\$41,623	\$42,099	\$42,579	\$43,063	\$43,553	\$44,047	\$44,547	\$45,051	\$45,561	\$46,075	\$46,595	\$47,120
School Operating	\$120,678	\$122,061	\$123,459	\$124,870	\$126,296	\$127,736	\$129,190	\$130,659	\$132,142	\$133,641	\$135,154	\$136,683	\$138,226	\$139,785	\$141,360
Local Captured Taxes	\$177,639	\$185,535	\$193,577	\$201,765	\$204,068	\$206,395	\$208,745	\$211,118	\$213,515	\$215,936	\$218,381	\$220,851	\$223,345	\$225,865	\$228,409
State Captured Taxes	\$160,904	\$162,749	\$164,612	\$166,494	\$168,395	\$170,315	\$172,254	\$174,212	\$176,190	\$178,188	\$180,205	\$182,243	\$184,302	\$186,381	\$188,480
Total Yearly Captured Taxes	\$338,542	\$348,284	\$358,189	\$368,259	\$372,463	\$376,710	\$380,998	\$385,330	\$389,705	\$394,124	\$398,587	\$403,094	\$407,647	\$412,245	\$416,889
Cumulative Captured Taxes	\$1,251,447	\$1,599,731	\$1,957,920	\$2,326,179	\$2,698,642	\$3,075,351	\$3,456,350	\$3,841,680	\$4,231,385	\$4,625,508	\$5,024,095	\$5,427,189	\$5,834,836	\$6,247,081	\$6,663,971

State Brownfield Fund Capture (3 mill)	(\$20,113)	(\$20,344)	(\$20,576)	(\$20,812)	(\$21,049)	(\$21,289)	(\$21,532)	(\$21,776)	(\$22,024)	(\$22,273)	(\$22,526)	(\$22,780)	(\$23,038)	\$0	\$0
Revolving Fund Capture	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eligible Activities	\$8,471,460	\$8,153,031	\$7,825,090	\$7,487,478	\$7,140,031	\$6,788,617	\$6,433,197	\$6,073,730	\$5,710,176	\$5,342,495	\$4,970,645	\$4,594,584	\$4,214,270	\$3,829,661	\$3,417,416
State Tax Reimbursement	\$140,791	\$142,405	\$144,035	\$145,682	\$147,345	\$149,025	\$150,722	\$152,435	\$154,166	\$155,914	\$157,680	\$159,463	\$161,264	\$186,381	\$188,480
Local Tax Reimbursement	\$177,639	\$185,535	\$193,577	\$201,765	\$204,068	\$206,395	\$208,745	\$211,118	\$213,515	\$215,936	\$218,381	\$220,851	\$223,345	\$225,865	\$228,409
Unreimbursed Eligible Activities	\$8,153,031	\$7,825,090	\$7,487,478	\$7,140,031	\$6,788,617	\$6,433,197	\$6,073,730	\$5,710,176	\$5,342,495	\$4,970,645	\$4,594,584	\$4,214,270	\$3,829,661	\$3,417,416	\$3,000,526
Total Project Reimbursement	\$1,105,719	\$1,433,660	\$1,771,272	\$2,118,719	\$2,470,133	\$2,825,553	\$3,185,020	\$3,548,574	\$3,916,255	\$4,288,105	\$4,664,166	\$5,044,480	\$5,429,089	\$5,841,334	\$6,258,224

(1) Land increment will be captured but TIF projections only show Improvements capture due to NEZ and OPRA abatements and for ease of reference.

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

(3) Assumes Millage Rates remain constant

Real Property Improvements ⁽¹⁾

	2045	2046	2047
Base Residential TV (2016)	\$184,915	\$184,915	\$184,915
Base Commercial TV (2016)	\$797,863	\$797,863	\$797,863
Residential TV after Improvement ⁽²⁾	\$3,617,808	\$3,653,986	\$3,690,526
Commercial TV after Improvement ⁽²⁾	<u>\$5,306,675</u>	<u>\$5,359,741</u>	<u>\$5,413,339</u>
Total Captured Residential Taxable	\$3,432,893	\$3,469,071	\$3,505,611
Total Captured Commercial Taxable	\$4,508,812	\$4,561,879	\$4,615,476
Millages ⁽³⁾			

City Operating	10.0869	10.0869	10.0869
County Operating	5.6984	5.6984	5.6984
City Sanitation	3.0000	3.0000	3.0000
County Museum	0.3221	0.3221	0.3221
County Veterans	0.0752	0.0752	0.0752
County Qual Life	0.2400	0.2400	0.2400
Central Dispatch	0.3000	0.3000	0.3000
Comm College	2.2037	2.2037	2.2037
MAISD	4.7580	4.7580	4.7580
Hackley Library	2.4000	2.4000	2.4000
State Education Tax (SET)	6.0000	6.0000	6.0000
School Operating	<u>18.0000</u>	<u>18.0000</u>	<u>18.0000</u>
TOTAL CAPTURED MILLAGE	53.0843	53.0843	53.0843

Yearly Captured Tax

City Operating	\$80,107	\$81,007	\$81,917
County Operating	\$45,255	\$45,764	\$46,277
City Sanitation	\$23,825	\$24,093	\$24,363
County Museum	\$2,558	\$2,587	\$2,616
County Veterans	\$597	\$604	\$611
County Qual Life	\$1,906	\$1,927	\$1,949
Central Dispatch	\$2,383	\$2,409	\$2,436
Comm College	\$17,501	\$17,698	\$17,896
MAISD	\$37,787	\$38,211	\$38,640
Hackley Library	\$19,060	\$19,274	\$19,491
State Education Tax (SET)	\$47,650	\$48,186	\$48,727
School Operating	<u>\$142,951</u>	<u>\$144,557</u>	<u>\$146,180</u>
Local Captured Taxes	\$230,979	\$233,575	\$236,196
State Captured Taxes	\$190,601	\$192,743	\$194,906

Total Yearly Captured Taxes	\$421,580	\$426,317	\$431,102
Cumulative Captured Taxes	\$7,085,551	\$7,511,868	\$7,942,970 Totals

State Brownfield Fund Capture (3 mill)	\$0	\$0	\$0	\$405,747
Revolving Fund Capture	\$0	\$0	\$0	\$0

Eligible Activities	\$3,000,526	\$2,578,947	\$2,152,629	
State Tax Reimbursement	\$190,601	\$192,743	\$194,906	\$3,592,909 State
Local Tax Reimbursement	\$230,979	\$233,575	\$236,196	\$3,944,314 Local
Unreimbursed Eligible Activities	\$2,578,947	\$2,152,629	\$1,721,527	\$7,537,223
Total Project Reimbursement	\$6,679,803	\$7,106,121	\$7,537,223	\$7,537,223 Total Reimbursement

(1) Land increment will be captured but TIF projections only show Improvements capture due to NEZ and OPRA abatements and for ease of reference.

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

(3) Assumes Millage Rates remain constant

ATTACHMENT U-4

FACILITY CONFIRMATION P&G HOLDINGS NY, LLC REDEVELOPMENT PROJECT

**Baseline Environmental Assessment
Conducted Pursuant to Section 20126(1)(c) of
1994 PA 451, Part 201, as Amended,
and the
Rules Promulgated Thereunder
for the Property at
930/960 Washington Avenue
Muskegon, Michigan
Parcel #61-24-205-467-0001-00
(new Tax ID to be provided at later date)**

Prepared for:

Watermark Property Management Association, Inc.
930 Washington Avenue
Muskegon, MI 49440

Prepared by:

Earth Tech, Inc.
5555 Glenwood Hills Parkway SE
Suite 200-300
Grand Rapids, MI 49512

December 23, 2004

Earth Tech Project Number 82257

Michael G. Wolf, PG, CPG
Senior Hydrogeologist

Education

MS, Hydrogeology, Western Michigan University, Kalamazoo, 1989
MS, Geophysics, Northern Illinois University, Dekalb, 1977
BA, Geology and Physics, Augustana College, Rock Island, Illinois, 1975

Professional Licenses

Professional Geologist, Texas, #5569, 2003
Professional Geologist/Hydrogeologist, Washington, #2096, 2002
Professional Geologist, Illinois, #196-000262, 1997
Professional Geologist, Minnesota, #30711, 1999
Professional Geologist, Indiana, #1854, 1997
Professional Geologist, #AIPG, 9791, 1996
Professional Geologist, Wisconsin, #440, 1995

Experience Summary

As a senior project hydrogeologist with Earth Tech, Mr. Wolf proposes, designs, implements, and supervises geologic, hydrogeologic and geophysical investigations, aids in remediation design, interprets collected data, and prepares documentary reports. Mr. Wolf also serves as a project manager and project team member on multidisciplinary projects for our clients.

Mr. Wolf has designed, coordinated, and supervised a variety of field programs associated with hydrogeological investigations and remediation design including soil boring and monitoring well construction, aquifer tests, soil vapor collection, and air sparging and soil vapor extraction design. As part of his investigative and remedial design experience, he has applied, or is knowledgeable about, innovative drilling and remediation technologies. He has used an applied approach to numerical and analytical groundwater models, including contaminant transport, to evaluate groundwater capture systems for remedial action plans. His project experience includes sites involving the release of petroleum products, chlorinated solvents, brines, coal tar, PCBs, metals, cyanide, and various volatile and semi-volatile organic compounds.

Prior to joining Earth Tech, Mr. Wolf worked as a senior geophysicist with a national oil company and as a consultant in the Gulf Coast and in Indonesia. This work was primarily in seismic and well log interpretation, but also included computer-based geologic modeling, evaluation of acreage for hydrocarbon potential, and drilling location proposals.

Project Experience

Dwelling Place of Grand Rapids, Inc., Environmental Support for Brownfield Development, Grand Rapids, Michigan. Performed a Phase I environmental site assessment (ESA), baseline environmental assessment (BEA), and Section 7a compliance analysis (due care plan) as part of a brownfields redevelopment program. The project involved coordination with the architects, the city's community development department, MDEQ, and the state funding agency (MSHDA). The project was on a fast-track timetable since options to purchase the properties were limited. [2003-2004]

Shaw Walker/Lakeview Industrial Center, Remedial Investigation/Amended Remedial Action Plan, Muskegon, Michigan. Amended previously approved remedial action plan (RAP) from commercial/industrial use to residential using interim response to meet design criteria (IRDC) under newly promulgated rules for Part 201. This was the first IRDC in Michigan. The IRDC was subsequently modified as demolition and construction of the existing buildings was performed. [2003-2004]

Kingsley Landfill, Kingsley, Michigan. Defined the extent of an old landfill and outlying dump areas using electromagnetic geophysical methods. GPS was used to map the locations of the identified areas. [2002]

Abandoned Excavation, Howell, Michigan. Defined the extent of a former excavation using ground penetrating radar. The definition of the former excavation was necessary to perform verification soil sampling. [2002]

Railyard Remedial Investigation/Remedial Action Plan, Wyoming, Michigan. Interpreted soil and groundwater data collected during the RI phase at the site. The data were used to develop an analytical model for groundwater and free product capture. [1994 - 2000]

Railyard Free Product Investigation, Traverse City, Michigan. Estimated the extent of product-impacted soil and sediment downgradient of a railyard and metal processing facility using UV fluorescence. Based on the investigation, soil and sediment were excavated from areas adjacent to, and within Boardman Lake. [1995 - 2000]

Grand Trunk Western, Free Product Modeling, Battle Creek, Port Huron and Pontiac Yards, Michigan. Conducted modeling using Spillvol to estimate the volume of mobile and residual product at the two railyards. Hydrocarbon fingerprinting and grain size analysis were used to provide site specific parameters as model inputs. Assisted in the design of the installed bioslurp systems and subsequent evaluation. [1997 - present]

CPC, Inc. and Cordova Chemical, Inc., Evaluation of Soil Impact, CERCLA Site, North Muskegon, Michigan. Planned and coordinated the resampling of known areas of previously impacted soil to statistically evaluate the need for soil remediation, using risk-based Michigan regulations. The sampling indicated no remediation was required, potentially saving the clients millions of dollars in remediation costs compared with US EPA's planned activities. [1996]

CPC, Inc., Remedial Investigation, CERCLA Site, North Muskegon, Michigan. Senior geologist responsible for planning, coordination and implementation of soil and groundwater sampling at a former landfill. Evaluated data using a risk-based approach and it was concluded that no groundwater remediation was necessary. The EPA and MDEQ agreed that no groundwater remediation was necessary, and only limited soil remediation would be required. One-dimensional contaminant transport analysis was used to determine the locations of downgradient wells. [1996]

US Forest Service, Hydrogeologic Investigation, Five Former Landfills, Nicolet National Forest, Wisconsin. Investigated five former landfills to determine if previous activities each site impacted soil and groundwater. Developed a soil and groundwater investigation to efficiently analyze the sites and meet the USFS goals and objectives. Sufficient cost savings were realized on the first four investigations that a fifth site was added for the budgeted cost of the original four. [1995 - 1996]

Remedial Investigation for Former MGP Site, Muskegon, Michigan. Lead geologist in an extensive project for the owner of a former manufactured gas plant site. The investigation was complex due to the nature and extent of contamination, the proximity to a downtown commercial district and a surface water

body, and property ownership issues. The project required remedial investigation, risk assessment, feasibility study, and a treatability study. [1994 - 1997]

Abitibi-Price, Inc., Hydrogeologic Investigation, Alpena, Michigan. Assisted in developing and implementing a comprehensive hydrogeologic investigation at a wood products manufacturing facility. Interpreted and evaluated collected data. As a result of the study, 2,300 cubic yards of impacted soil were excavated and removed from the site. Delineated impact, prepared a remedial action work plan, and made disposal arrangements with a licensed Type II landfill. Provided excavation oversight and verification soil sampling. Prepared a remedial activities report. [1989 - 1992]

Abitibi-Price, Inc., Hydrogeologic Investigation, Roaring River, North Carolina. Senior project hydrogeologist for design and implementation of a hydrogeologic investigation for this wood products manufacturing facility site, which was complicated by several inactive waste disposal areas and required a hydrogeological investigation, site-specific risk assessment, and a feasibility study of innovative on-site remediation. [1989-1992]

Hydrogeologic and Remedial Investigation at Wurtsmith AFB, Michigan. Senior project geologist for hydrogeologic and remedial investigations at four separate areas. Designed and implemented a Petrex soil gas survey through the aircraft parking aprons, and defined the full vertical and horizontal definition of hydrocarbon impact related to each of the source areas. [1992 - 1994]

BASF Corporation, Hydrogeologic Investigation, Mebane, North Carolina. Reviewed soil and groundwater data and interpreted the information to prepare a comprehensive hydrogeologic report on the site. Based on the data interpretation, an investigation strategy was prepared to define the extent of contamination and provide additional information for evaluating the remediation system.

Commercial Client, Hydrogeologic Investigation, Reidsville, North Carolina. Reviewed and interpreted soil and groundwater data collected at the site. Based on supplemental data collected from the site, identified an off-site source. Prepared a report, which was submitted to the state based on the interpretation.

Duo Tang, Inc., Remedial Investigations for Chlorinated Compounds, Paw Paw, Michigan. Senior geologist responsible for remedial investigations at the site to determine the extent of chlorinated solvent plume. The interpretation of data was complicated by adjacent sources and complicated geology. One of the objectives was to identify the adjacent sources to prove to the state agency that Duo Tang was not the only source. A second consultant was hired by the state to confirm Earth Tech's conclusions. Based on Earth Tech's work, the state has assigned responsibility of the contamination to other parties.

US Navy, Naval Facilities Engineering Command, Pacific Division, Engineering Evaluation/Cost Analyses (EE/CA), Guam. Senior geologist on project team to evaluate remedial options and costs at a plating facility in Guam under the Navy Comprehensive Long-Term Environmental Action Navy (CLEAN) program. Summarized past investigations, provided geologic interpretation, and prepared reports.

Shaw Walker/Lakeview Industrial Center, Remedial Investigation/Remedial Action Plan, Muskegon, Michigan. Senior geologist responsible for remedial investigations at the site and the development of a Remedial Action Plan (RAP). After many amendments to the original RAP, the RAP was approved by the state. This RAP was one of only several approved by the Grand Rapids district in 2000. [1994-2000]

Lend Lease, Remedial Action Plan, Eastpointe, Michigan. Developed a remedial action plan for the site that did not rely on active remediation for closure. The groundwater pathway was eliminated by demonstrating that the shallow saturated zones were not an aquifer. The state approved the RAP. [1999-2000]

Former MGP Site, Ann Arbor, Michigan. Prepared Interim Remedial Action Plan (IRAP) for a former MGP site. Accelerated remediation of the property was necessary since construction was beginning on the site and the property was no longer owned by the client. A combination of excavation, deed restrictions and risk evaluation was used.

CSX, Train Derailment Site, Zaleski, Ohio. Developed a method of characteristics model that was used to simulate the transport of methylene chloride from a derailment site to a nearby river. The model predicted that no degradation of the surface water would be observed. The state concurred with the conclusions and the remediation focused on the groundwater in the source area. The site has subsequently been remediated and closed. [1990]

OSHA Training

OSHA 40-hour Hazardous Waste Operations Training, 1989

OSHA 8-hour Hazardous Waste Operations Annual Refresher Training, 2004

OSHA 8-hour Hazardous Waste Operations Site Supervisor Training, 1998

Professional Memberships

National Groundwater Association

American Association of Petroleum Geologists

American Institute of Professional Geologists

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TABLES

1. Historic Soil Analytical Data Summary
2. Summary of 1998 Soil Analytical Data
3. Summary of Groundwater Analytical Data
4. Summary of March 2003 Soil Analytical Data
5. Summary of 2004 Soil Analytical Data
6. Hazardous Substances Known To Have Been Released (CAS Numbers)

FIGURES

1. Site Location Map
2. Property Location Map
3. Sample Locations

APPENDICES

- A Watermark Condominium Master Deed, Condominium Bylaws, and Condominium Site Plan
- B Legal Description and Survey
- C Site Photographs

1.0 AUTHOR AND DATE OF COMPLETION

Earth Tech, Inc. (Earth Tech) has prepared this Baseline Environmental Assessment (BEA) for the property located at 930/960 Washington Avenue, Muskegon, Michigan (**Figures 1 and 2**). The BEA was prepared to meet the requirements of Section 20126(l)(c) of Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended and Part 9 of the Part 201 Administrative Rules. This BEA has been prepared following the "Instructions for Preparing and Disclosing Baseline Environmental Assessments and Section 7a Compliance Analysis to the Michigan Department of Environmental Quality and for Requesting Optional Determinations (Effective Date: March 11, 1999)".

Earth Tech performed recent soil sampling at the Subject Property during March, April and October 2004. Previous soil and groundwater sampling was conducted at the Subject Property during various investigations from 1989 through 2000. The person with primary responsibility for the data assembly, interpretation, and technical conclusions of this BEA is Mike Wolf, CPG, with technical review provided by Glenn Hendrix, CHMM, both of Earth Tech. This BEA was conducted on December 9, 2004, and completed on December 23, 2004.

2.0 INTRODUCTION

Earth Tech performed this BEA for Watermark Property Management Association, Inc., (the Association) as the prospective operator of the Common Elements of the Watermark Condominium located at 930/960 Washington Avenue, Muskegon, Michigan (Subject Property) (see **Figure 1**). The condominium premises are a portion of several parcels of property formerly owned and operated by the Shaw-Walker Company, 1321 Division Street, Muskegon, Michigan. As a result of the discovery of contamination arising from past operations of the Shaw-Walker Company, the Subject Property has been determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act (NREPA), PA 451, as amended. The buildings and associated property at 930/960 Washington Avenue, Muskegon, Michigan, are currently owned by P&G Holdings NY, LLC of Brooklyn, New York (P&G or the Developer), pending formation of the Watermark Condominium by recording the Master Deed with the Muskegon County Register of Deeds. A Category N BEA, dated January 11, 2002, was prepared for P&G by Williams & Beck, Inc. of Rockford, Michigan, and disclosed to the MDEQ in July of 2002 (BEA Disclosure No. B2002010704GR). Pursuant to the Master Deed to be recorded for the condominium project (see **Appendix A**) each owner of a condominium unit has the exclusive right to occupy his unit and an undivided and inseparable right to share with other Co-owners the use and enjoyment of the general Common Elements (see Master Deed, Article IV). The Association will have operational authority for maintenance of the Common Elements, including the land surface and subsurface described in **Appendix B** (including walkways, parking lots and landscaped areas), and interior common areas such as entrances, exits, hallways, and recreational facilities (excluding the condominium units themselves). The "Common Elements" of the condominium project are defined in the Article V of the Master Deed.

The Subject Property is currently composed of a Phase I and Phase II section (see **Figures 2 and 3**). The Phase I section contains two parking lots and a building that has an indoor parking garage and available commercial/retail space on the first floor, with residential condominiums on the second through fifth floors (see **Figure 3**). The Phase II section is contiguous to the Phase I section, and contains a parking lot and a one story building that will be converted to commercial/retail space (see **Figure 3**). The Condominium Master Deed and Bylaws (including the Condominium Site Plan) are presented in **Appendix A**.

A combination Limited Industrial, Commercial and Residential Remedial Action Plan (RAP) was submitted for the former Shaw Walker facility (Facility) to the Michigan Department of Environmental Quality (MDEQ) by Earth Tech on behalf of Lakeview Industrial Center, Inc. (Lakeview) on December 16, 1998, with amendments dated November 12, 1999, April 25, 2000, June 30, 2000 and August 10, 2000. The MDEQ approved the RAP on November 14, 2000. Pursuant to the RAP, the existing floors of the buildings located on the Facility are annually inspected and maintained, and certain portions of the Facility were restricted to commercial and industrial use.

Subsequent to the purchase of a portion of the Facility by P&G Holdings in 2001 (**Figure 2**), an Interim Response to Meet Design Criteria (IRDC) Plan was prepared and approved by the Michigan Department of Environmental Quality (MDEQ) on December 16, 2003. P&G subsequently implemented the IRDC, under the supervision of the MDEQ, and obtained a Certificate of Construction from the MDEQ on November 24, 2004, indicating that the interim response activities have been fully constructed in accordance with the terms of the IRDC. Subject to certain property use restrictions (discussed in later sections of this report), the facility has been approved by the MDEQ for commercial and residential use.

2.1 PAST USE

The Subject Property was previously used for furniture manufacturing. From 1903 through the 1920's, the facility produced wood products. Metal furniture production was initiated in the late 1920's. Prior to its use as a manufacturing site, the area was used by railroad and coal companies. The portion of the building included in this BEA (see **Figure 2**) was historically used for maintenance, assembly and shipping. In addition, the former oil house, located in the parking lot north of the building, was used for waste oil and hazardous materials storage. The portion of the building included in this BEA has been vacant since the mid 1990's, except for a brief period (under previous ownership) when the first floor of the vacant building was leased for recreational paint ball operations.

2.2 INTENDED USE

The Subject Property is being developed as a commercial/residential condominium project, known as the Watermark Condominium. The condominium project will contain individual units to be used for residential and commercial purposes. Neither the residential or commercial use of the

Subject Property will involve use of "significant quantities" of hazardous substances, as defined by Part 201 and its administrative rules. **Appendix A** includes a copy of the Condominium Master Deed, which prohibits all condominium Co-owners from use, handling, storage, or management of hazardous substances, other than those used in a typical residential or office setting (see Exhibit F to the Master Deed).

2.3 IDENTIFICATION OF BEA CATEGORY

This BEA is submitted as a Category N BEA, since there will be no "significant hazardous substance use" at the Subject Property, either by the Association or future condominium Co-owners and occupants.

3.0 PROPERTY DESCRIPTION AND INTENDED HAZARDOUS SUBSTANCE USE

3.1 PROPERTY DESCRIPTION

The Subject Property is located at 930/960 Washington Avenue, Muskegon, Muskegon County, Michigan. Tax parcel identification numbers for the BEA parcel have not been determined yet, but will be assigned when the Watermark Condominium is formed. The Subject Property is currently a portion of Tax Parcel No. 61-24-205-467-0001-00. The legal description and survey showing the boundary of the Subject Property are presented in **Appendix B**.

The Phase I building on the Subject Property occupies approximately 84,000 square feet which includes 5,000 square feet of commercial/retail space; 7,200 square feet of indoor parking; and 71,800 square feet of residential and Common Elements (see **Figure 3**). The first floor consists of parking, commercial/retail and Common Elements (maintenance rooms, hallways, entrance/exit areas, etc.). The second floor has six one-bedroom units, four two-bedroom units, and one three-bedroom unit. The third through fifth floors each have eight one-bedroom units, five two-bedroom units, and one three-bedroom unit. The Site Condominium Plan (attached to Master Deed as Exhibit B) details the layout of each floor of Phase I.

The five-story building (Phase I) is constructed of brick and concrete with a flat roof. There is a concrete foundation with a first floor walk-out basement. The interior floor of the building is finished with carpeting, wood, floor tiles and concrete (first floor parking and commercial area). The walls are constructed of brick and drywall and the ceiling consists of concrete and suspended tiles. An elevator is present and serves all floors.

Exterior Common Elements include the private roadway, parking areas, common walkways, landscaped areas (lawns, trees, shrubs, etc.), and other improvements. Interior Common Elements include maintenance and equipment rooms, storage facilities, lobbies, hallways, foundations, roofs, perimeter and interior walls, attic spaces, etc. The Association will operate and maintain these Common Elements.

The attached one-story building (approximately 10,800 square feet; "Phase II") is constructed of brick, cement block, and concrete, with a flat roof. The building currently consists of one large room that was previously used as a shipping dock. The floor is composed of wood blocks and concrete, and the walls are brick and cement block. This portion of the Subject Property will eventually be developed for commercial/retail use, as a part of the Watermark Condominium.

The portions of the Subject Property located north, south and east of the buildings consist of asphalt parking areas. The north parking lot is also part of the institutional control included in the IRDC Plan. The Association will be responsible for the periodic inspection and maintenance of the institutional control.

Residences are located to the south of the Subject Property across Washington Avenue and to the west across Hudson Street (see **Figure 2**). A leather stamping facility is located on the corner of Hudson and Michigan, west of the north parking lot. A vacant, five-story industrial building is located to the north and east, adjacent to the north parking lot. A former loading dock, connected to the vacant industrial building, is present east of the east parking lot. The vacant building is owned by P&G Holdings and is part of the future expansion of the Watermark Center.

As noted above, the Association has significant operation and maintenance responsibilities for interior and exterior building components, and the grounds surrounding buildings, including parking lots and landscaping. For this reason, the description of the property subject to the BEA includes all of the property located within the boundaries of Phase I and Phase II. A survey of the Subject Property is included in **Appendix B**. Features of the Subject Property and adjoining properties are illustrated on **Figures 2 and 3**.

3.2 PHOTOGRAPHS DEPICTING IMPORTANT FEATURES

Site photographs depicting the Subject Property are provided in **Appendix C**.

3.3 PREVIOUSLY SUBMITTED BEAs

Two BEAs have previously been submitted that include the Subject Property. BEA Disclosure No. B99-00553-GR was prepared by Westshore Environmental, Inc. in June 1999 for Mellowood Development Company, LLC. Williams & Beck, Inc. prepared BEA Disclosure No. B02-01074-GR for P&G Holdings in January 2002.

3.4 INTENDED HAZARDOUS SUBSTANCE USE

The Association will not use any "significant" quantities of hazardous substances in its operation and maintenance of the Common Elements of the Subject Property, as defined by Part 201 and the associated administrative rules. The condominium project will contain individual units to be

used for residential and commercial purposes. Neither the residential or commercial use of the Subject Property will involve "significant quantities" of hazardous substances, as defined by Part 201 and its administrative rules. **Appendix A** of this report includes a copy of the Condominium Master Deed, which prohibits all condominium Co-owners from use, handling, storage, or management of hazardous substances, other than those used in a typical residential or office setting (see Exhibit F to Master Deed). Because no significant hazardous substance use will occur at the Subject Property, a Category N BEA has been prepared.

4.0 KNOWN CONTAMINATION

The Subject Property is a "facility" based upon a number of prior investigations, which found that hazardous substances are present at the Subject Property in concentrations exceeding the Part 201 generic cleanup criteria, described further below. For the purpose of assessing site contamination and preparing this BEA, Earth Tech:

- Reviewed maps and historical information.
- Performed a reconnaissance of the Subject Property and surrounding properties.
- Conducted water and soil sampling.

4.1 HAZARDOUS SUBSTANCES KNOWN TO HAVE BEEN RELEASED

Numerous consulting firms have investigated the Subject Property and adjacent P&G Holdings properties since 1989. Historic sampling includes soil and groundwater sampling for metals, volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PNAs). Historic sampling locations are shown in **Figure 3**, and the analytical soil data are summarized in **Tables 1 and 2**. Groundwater data are summarized in **Table 3**.

Earth Tech subsequently collected soil data from the Subject Property during 2003-2004 as part of the IRDC investigation. These sample locations are shown on **Figure 3**, and the data are summarized on **Tables 4 and 5**.

Historic soil samples exceeded groundwater/surface water interface (GSI) protection criteria and/or residential direct contact criteria for one or more of the Michigan 10 Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc). One or more of the polynuclear aromatic hydrocarbons (PNAs) exceeded the residential drinking water protection criteria, GSI protection criteria and/or residential direct contact criteria. Historic soil samples also exceeded the residential drinking water protection criteria and/or the GSI protection criteria for several of the volatile organic compounds (VOCs). The most recent sampling in 2004 demonstrated the exceedance of GSI protection criteria for several of the PNAs and zinc, and the exceedance of residential direct contact criterion for benzo(a)pyrene in soil sample SB-04-08 (**Table 5**).

Historic groundwater samples from the subject property have exceeded the drinking water and GSI criteria for Michigan 10 metals and VOCs, while PNAs were found to exceed the GSI criteria.

Table 6 provides a summary of the names, CAS numbers, and concentrations of hazardous substances known to exceed Part 201 generic residential criteria in soil and groundwater at the Subject Property.

Because these parameters have been detected at concentrations exceeding Part 201 generic cleanup criteria, the Subject Property is a "facility" as defined under 324.20101(I)(I) of Part 201 of Act 451 of 1994.

4.2 DISCARDED OR ABANDONED CONTAINERS

There are no known discarded or abandoned aboveground storage tanks (ASTs), underground storage tanks (USTs), barrels, containers, or other receptacles containing hazardous substances present on the Subject Property.

4.3 GENERAL LOCATION OF KNOWN CONTAMINATION

Based upon historic soil sampling, soil movement activities (under the MDEQ-approved IRDC), and recent soil sampling of portions of the Subject Property, all of the known Part 201 soil exceedances are located beneath the north parking lot, in the vicinity of the former oil house. As a result of the residential direct contact exceedances, the 2003 IRDC stipulates that the north parking lot is to remain capped as an engineered barrier. The Association will be responsible for the ongoing inspection and maintenance of this barrier.

Groundwater beneath the Subject Property exceeds the Part 201 residential criteria; however, groundwater use is restricted pursuant to the Muskegon Groundwater Use Ordinance and restrictive covenants recorded with the title to the Subject Property pursuant to the RAP and IRDC. The Subject Property and surrounding properties are provided with municipal water services.

5.0 LIKELIHOOD OF OTHER CONTAMINATION

It is unlikely that additional contamination is present, based on the numerous investigations that have been conducted on the Subject Property, the RAP-related investigations of the former Shaw Walker Facility, and the investigations associated with the 2003 IRDC for the P&G Holdings property. All areas of concern identified in the Shaw Walker RAP and the P&G IRDC have been characterized through prior investigations.

No abandoned or discarded aboveground storage tanks, barrels, containers, other receptacles, or surface impoundments that contain hazardous substances are present on the Subject Property. No USTs are known to be present at the Subject Property.

6.0 CONCLUSIONS

This BEA was prepared to meet Category N BEA requirements specified in the MDEQ's *Instructions for Preparing and Disclosing Baseline Environmental Assessments and Section 7a Compliance Analyses to the Michigan Department of Environmental Quality and for Requesting Optional Determinations*, dated 11 March 1999. Earth Tech performed this BEA for Watermark Property Management Association, Inc. as a prospective operator of the Common Elements of the Watermark Condominium to be developed at the Subject Property. Neither the Association or future individual condominium Co-owner operations will include "significant hazardous substance use", as defined by Part 201 and its associated administrative rules.

The Subject Property at 930/960 Washington Avenue, Muskegon, Michigan is a "facility" based on the exceedances of Part 201 generic criteria, as described in Section 4.0 of this report. This BEA is intended to provide the Association with an exemption from Part 201 liability for undertaking response activities related to both known and potential additional existing contamination at the Subject Property.

The means of distinguishing existing contamination from potential future releases will be through restricted hazardous substance use (i.e., there will be no "significant hazardous substance use" at the Subject Property as defined by Part 201 and its associated administrative rules); thus, all contamination is attributed to conditions that existed before the time of the Association's occupancy.

7.0 REFERENCES

Baseline Environmental Assessment for the Property at 1321 Division Street, Williams & Beck, Inc., January 11, 2002.

Instructions for Preparing and Disclosing Baseline Environmental Assessments and Section 7a Compliance Analyses, MDEQ, March 11, 1999

Interim Response to Meet Design Criteria Plan, Earth Tech, Inc., August 27, 2003.

Part 9 of the Part 201 Administrative Rules, December 21, 2002.

Site Investigation Report and Remedial Action Plan, Earth Tech, Inc., December 1998, as amended.

TABLES

2

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8

Qualifiers
Watermark Condominium
Muskegon, Michigan

All Criteria used are from Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, dated December 21, 2002.

Code	Qualifier Definition
NOTE	Bold values indicate an exceedence of the detection limit.
Soil Tables 1, 2, 4 and 5	
Note	Shaded values indicate exceedences of State-wide Background Soil Criteria.
Note	Boxed values indicate exceedences of Residential Drinking Water Protection Criteria.
Note	Italicized values indicate exceedences of Groundwater Surface Water Interface Protection Criteria.
Note	Double Boxed values indicate exceedences of Industrial Direct Contract Criteria.
Note	Underlined values indicate exceedences of Residential Direct Contract Criteria.
Groundwater Table 3	
Note	Shaded values indicate exceedences of Residential Drinking Water Criteria.
Note	Boxed values indicate exceedences of Industrial Drinking Water Criteria.
Note	Italicized values indicate exceedences of Groundwater Surface Water Interface Criteria.
B	Compound was detected in the QC blank.
MD	Matrix spike duplicate fell outside the laboratory established control limits.
MI	Detection limit elevated due to matrix interference.
MS	Matrix spike sample value outside established acceptable limits.
S	Unable to separate Benzo(b)fluoranthene and Benzo(k)fluoranthene; total calculated as Benzo(b)fluoranthene.
SS	Surrogate spike results below lower control limit. Positive results must be considered estimated. ND results are approximate.
TS	Duplicate sampling of 2 sample jars gave results of 0.17 mg/kg and 0.54 mg/kg. The overall average is reported as 0.36
(B)	Background, as defined in Rule 299.5701©, may be substituted if higher than the cleanup criterion.
(C)	Value presented is a screening level based on the chemical-specific generic soil saturation concentration (C _{sat}). Concentrations greater than C _{sat} are acceptable cleanup criteria for this pathway where a site-specific demonstration indicates that free-phase contaminant is not present.
(D)	Calculated criterion exceeds 100%, hence it is reduced 100%. Evaluation of free phase contaminant, environmental impacts, adverse aesthetics and acute or local toxicity is required.
(F)	Criterion is based on adverse impacts to plant life.
(G)	Groundwater surface water interface (GSI) criterion depends on the pH or water hardness, or both, of the receiving surface water. A hardness of 176 mg/L has been assumed.
(H)	Valence-specific chromium data (Cr II and Cr VI) must be compared to the corresponding valence-specific cleanup criteria. If analytical data are provided for "total" chromium only, then values for Cr VI must be applied as the cleanup criteria. Cr III cleanup criterion for protection of drinking water can only be used at sites where groundwater is prevented from being used as a public water supply, currently and in the future.
(I)	Chemical may exhibit the characteristic of ignitability as defined in 40 CFR 261.21.
(J)	Chemical may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
(K)	Criterion is based on flammability and/or explosivity potential.
(L)	Higher groundwater concentrations (up to 15 ug/L) may be acceptable if the soil concentration is less than 400 ppm and groundwater migrating off-site will not result in unacceptable exposures.
(M)	Calculated criterion is below the analytical method detection limit (MDL), therefore, the criterion defaults to the MDL.
(P)	Criterion is based on the EPA action level releasable cyanide. Higher total cyanide concentrations may be acceptable if analytical data are provided to demonstrate that levels of releasable cyanide do not exceed 2.5E+5 ug/kg.
(Q)	Criteria for carcinogenic polycyclic aromatic hydrocarbons were developed using "relative potential potencies" to
(R)	Chemical may exhibit the characteristic of reactivity as defined in 40 CFR 261.23.
(S)	Criterion is based on the chemical-specific water solubility limit.
(V)	Criterion is the aesthetic drinking water value (secondary maximum contaminant level), as required by Sec. 20120(1)(5). Higher concentrations (up to 200 ug/L) may be acceptable on a case-by-case basis.
(W)	Concentrations of trihalomethanes in groundwater must be added together to determine compliance with the State of Michigan Drinking Water Standard of 100 ug/L. Concentrations of trihalomethanes in soil must be added together to
(Y)	determine compliance with the drinking water protection criterion of 2,000 ug/kg.
(Z)	Source size modifiers for Soil Inhalation Criteria (SIC) for Ambient Air.
	Groundwater concentrations at or less than the health-based drinking water criterion are likely to have adverse odors. An aesthetic drinking water criterion is in process. The soil health-based drinking water protection criterion may also
	not be protective of adverse aesthetic impacts. Adverse odors in groundwater and soil values protective of these effects must be addressed qualitatively until an aesthetic criterion is finalized.
*	Criteria for Benzo(b)fluoranthene used for Benzo(b and/or k)fluoranthene on Criteria listings.

Qualifiers
Watermark Condominium
Muskegon, Michigan

ID	Insufficient Data to calculate criteria.
IP	Development of generic GSI value in process but not yet complete.
NA	Criterion or value is not available, for is the case for Csat, not applicable.
NLL	Criterion is not likely to leach under most soil conditions.
NLV	Chemical is not likely to volatilize under most conditions.

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

Site Identification:		MW-6S	MW-6S	MW-6S	MW-6S	MW-7D	MW-7D	MW-7D
Sample Identification:		D414-01	D414-02	D890-06	E171274	D414-05	D890-09	E127335
Date Sampled:		9/15/1993	9/20/1993	10/27/1993	5/29/1997	9/20/1993	10/27/1993	9/14/1995
Sampled By:		Abonmarche	Abonmarche	Abonmarche	ETCO	Abonmarche	Abonmarche	ETCO
Analyzed By:		TRACE	TRACE	TRACE	TriMatrix	TRACE	TRACE	ETCO
Comments:		-	-	-	-	-	-	-
Depth:		9 - 11	-	-	-	-	-	-
Metals	Units							
Arsenic, total	ug/L	-	-	-	-	-	-	-
Arsenic, dissolved	ug/L	-	< 1	< 1	-	3	4	7.3
Barium, total	ug/L	-	-	-	-	-	-	-
Barium, dissolved	ug/L	-	< 200	< 200	-	-	-	100
Cadmium, total	ug/L	-	-	-	-	-	-	-
Cadmium, dissolved	ug/L	-	< 0.2	0.8	-	-	-	< 0.2
Chromium, total	ug/L	-	-	-	-	-	-	-
Chromium, dissolved	ug/L	-	2	< 1	-	-	-	< 50
Copper, total	ug/L	-	-	-	-	-	-	-
Copper, dissolved	ug/L	-	< 25	< 25	-	-	-	< 10
Cyanide(R)	ug/L	-	-	-	-	-	-	-
Cyanide, total (R)	ug/L	-	-	-	-	-	-	-
Iron, dissolved	ug/L	-	-	-	-	-	-	-
Lead, total	ug/L	-	-	-	-	-	-	-
Lead, dissolved	ug/L	-	6	< 3	-	-	-	< 1
Mercury, total	ug/L	-	-	-	-	-	-	-
Mercury, dissolved	ug/L	-	< 0.2	< 0.2	-	-	-	< 0.2
Nickel, total	ug/L	-	-	-	-	-	-	-
Nickel, dissolved	ug/L	-	< 50	< 50	-	-	-	-
Phosphorus, dissolved	ug/L	-	-	-	-	-	-	-
Selenium, total	ug/L	-	-	-	-	-	-	-
Selenium, dissolved	ug/L	-	< 5	< 5	-	-	-	< 2
Silver, total	ug/L	-	-	-	-	-	-	-
Silver, dissolved	ug/L	-	< 0.5	< 0.5	-	-	-	< 0.2
Zinc, total	ug/L	-	-	-	-	-	-	-
Zinc, dissolved	ug/L	-	< 20	30	-	-	-	27
VOC's	Units							
Acetone	ug/L	-	-	-	-	-	-	-
Benzene	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Dichlorobromomethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Benzoic acid	ug/L	-	-	-	-	-	-	< 50
Benzyl alcohol	ug/L	-	-	-	-	-	-	< 50
Bis(2-chloroethoxy)methane	ug/L	-	-	-	-	-	-	< 5
Bis(2-chloroethyl)ether	ug/L	-	-	-	-	-	-	< 5
Bis(2-chloroisopropyl)ether	ug/L	-	-	-	-	-	-	< 5
Bis(2-ethyl hexyl)phthalate	ug/L	-	-	-	-	-	-	< 5
Bromobenzene	ug/L	-	-	-	-	-	-	< 1
Bromochloromethane	ug/L	-	-	-	-	-	-	< 1
4-Bromodiphenyl ether	ug/L	-	-	-	-	-	-	< 5
Bromoform	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Bromomethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
2-Butanone	ug/L	-	-	-	-	-	-	-

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Watermark Condominium
Muskegon, Michigan
(Units as Given)

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Date Sampled:		9/15/1993	9/20/1993	10/27/1993	5/29/1997	9/20/1993	10/27/1993	9/14/1995
Sampled By:		Abonmarche	Abonmarche	Abonmarche	ETCO	Abonmarche	Abonmarche	ETCO
Analyzed By:		TRACE	TRACE	TRACE	TriMatrix	TRACE	TRACE	ETCO
Comments:		-	-	-	-	-	-	-
Depth:		9 - 11	-	-	-	-	-	-
VOC's, Continued	Units							
Butylbenzene, normal	ug/L	-	-	-	-	-	-	<1
Butylbenzene, secondary	ug/L	-	-	-	-	-	-	<1
Butylbenzene, tertiary	ug/L	-	-	-	-	-	-	<1
Butyl benzyl phthalate	ug/L	-	-	-	-	-	-	<5
Carbon disulfide(R)	ug/L	-	-	-	-	-	-	-
Carbon tetrachloride	ug/L	-	<1	<1	-	<1	<1	<1
4-Chloroaniline	ug/L	-	-	-	-	-	-	<20
Chlorobenzene	ug/L	-	<1	<1	-	<1	<1	<1
p-Chloro-m-cresol	ug/L	-	-	-	-	-	-	<5
4-Chlorodiphenyl ether	ug/L	-	-	-	-	-	-	<5
2-Chloroethylvinyl ether	ug/L	-	<1	<1	-	<1	<1	-
Chloroethane	ug/L	-	<1	<1	-	<1	<1	<1
Chloroform	ug/L	-	<1	<1	-	<1	<1	<1
Chloromethane	ug/L	-	<5	<5	-	<5	<5	<1
2-Chloronaphthalene	ug/L	-	-	-	-	-	-	<5
2-Chlorophenol	ug/L	-	-	-	-	-	-	<5
2-Chlorotoluene	ug/L	-	-	-	-	-	-	<1
4-Chlorotoluene	ug/L	-	-	-	-	-	-	<1
Dibenzofuran	ug/L	-	-	-	-	-	-	<5
Dibromochloromethane	ug/L	-	<1	<1	-	<1	<1	<1
1,2-Dibromo-3-chloropropane	ug/L	-	-	-	-	-	-	<1
1,2-Dibromoethane	ug/L	-	-	-	-	-	-	<10
Dibromomethane	ug/L	-	-	-	-	-	-	<1
Di-n-butyl phthalate	ug/L	-	-	-	-	-	-	<5
1,2-Dichlorobenzene	ug/L	-	<1	<1	-	<1	<1	<1
1,3-Dichlorobenzene	ug/L	-	<1	<1	-	<1	<1	<1
1,4-Dichlorobenzene	ug/L	-	<1	<1	-	<1	<1	<1
3,3'-Dichlorobenzidine	ug/L	-	-	-	-	-	-	<20
Dichlorodifluoromethane	ug/L	-	<5	<5	-	<5	<5	<1
1,1-Dichloroethane	ug/L	-	<1	<1	-	<1	<1	<1
1,2-Dichloroethane	ug/L	-	<1	<1	-	<1	<1	<1
1,1-Dichloroethylene	ug/L	-	<1	<1	-	<1	<1	<1
cis-1,2-Dichloroethylene	ug/L	-	-	-	<1	-	-	<1
trans-1,2-Dichloroethylene	ug/L	-	<1	<1	<1	<1	<1	<1
2,4-Dichlorophenol	ug/L	-	-	-	-	-	-	<5
1,2-Dichloropropane	ug/L	-	<1	<1	-	<1	<1	<1
1,3-Dichloropropane	ug/L	-	-	-	-	-	-	<1
1,1-Dichloropropene	ug/L	-	-	-	-	-	-	<1
1,3-Dichloropropene(J)	ug/L	-	-	-	-	-	-	-
2,2-Dichloropropane	ug/L	-	-	-	-	-	-	<1
cis-1,3-Dichloropropene	ug/L	-	<1	<1	-	<1	<1	-
trans-1,3-Dichloropropene	ug/L	-	<1	<1	-	<1	<1	-
Diethyl phthalate	ug/L	-	-	-	-	-	-	<5
Dimethyl phthalate	ug/L	-	-	-	-	-	-	<5
2,4-Dimethylphenol	ug/L	-	-	-	-	-	-	<5
4,6-Dinitro-o-cresol	ug/L	-	-	-	-	-	-	<20
2,4-Dinitrophenol	ug/L	-	-	-	-	-	-	<20
2,4-Dinitrotoluene	ug/L	-	-	-	-	-	-	<5
2,6-Dinitrotoluene	ug/L	-	-	-	-	-	-	<5
Di-n-octyl phthalate	ug/L	-	-	-	-	-	-	<5
VOC's, Continued	Units							

Table 3
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Watermark Condominium
Muskegon, Michigan
(Units as Given)

Site Identification:		MW-6S	MW-6S	MW-6S	MW-6S	MW-7D	MW-7D	MW-7D
Sample Identification:		D414-01	D414-02	D890-06	E171274	D414-05	D890-09	E127335
Date Sampled:		9/15/1993	9/20/1993	10/27/1993	5/29/1997	9/20/1993	10/27/1993	9/14/1995
Sampled By:		Abonmarche	Abonmarche	Abonmarche	ETCO	Abonmarche	Abonmarche	ETCO
Analyzed By:		TRACE	TRACE	TRACE	TriMatrix	TRACE	TRACE	ETCO
Comments:		-	-	-	-	-	-	-
Depth:		9 - 11	-	-	-	-	-	-
Ethylbenzene	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Hexachlorobenzene	ug/L	-	-	-	-	-	-	< 5
Hexachlorocyclopentadiene	ug/L	-	-	-	-	-	-	< 5
Hexachloroethane	ug/L	-	-	-	-	-	-	< 5
Hexachloro-1,3-butadiene	ug/L	-	-	-	-	-	-	< 5
2-Hexanone	ug/L	-	-	-	-	-	-	-
Isophorone	ug/L	-	-	-	-	-	-	< 5
Isopropyl benzene	ug/L	-	-	-	-	-	-	< 1
p-Isopropyl toluene	ug/L	-	-	-	-	-	-	< 1
Methylene chloride	ug/L	-	< 5	< 5	-	< 5	< 5	< 1
Methyl isobutyl ketone	ug/L	-	-	-	-	-	-	-
2-Methylnaphthalene	ug/L	-	-	-	-	-	-	< 5
2-Methylphenol	ug/L	-	-	-	-	-	-	< 5
4-Methylphenol	ug/L	-	-	-	-	-	-	< 5
2-Nitroaniline	ug/L	-	-	-	-	-	-	< 20
3-Nitroaniline	ug/L	-	-	-	-	-	-	< 20
4-Nitroaniline	ug/L	-	-	-	-	-	-	< 20
Nitrobenzene	ug/L	-	-	-	-	-	-	< 5
2-Nitrophenol	ug/L	-	-	-	-	-	-	< 5
4-Nitrophenol	ug/L	-	-	-	-	-	-	< 20
n-Nitrosodiphenylamine	ug/L	-	-	-	-	-	-	< 5
n-Nitrosodi-n-propylamine	ug/L	-	-	-	-	-	-	< 5
Pentachlorophenol	ug/L	-	-	-	-	-	-	< 20
Phenol	ug/L	-	-	-	-	-	-	< 5
Propylbenzene, normal	ug/L	-	-	-	-	-	-	< 1
Styrene	ug/L	-	-	-	-	-	-	< 1
1,1,1,2-Tetrachloroethane	ug/L	-	-	-	-	-	-	< 1
1,1,2,2-Tetrachloroethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Tetrachloroethylene	ug/L	-	5.6	16	19	< 1	< 1	< 1
1,2,3-Trichlorobenzene	ug/L	-	-	-	-	-	-	< 1
1,2,4-Trichlorobenzene	ug/L	-	-	-	-	-	-	< 1
1,1,1-Trichloroethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
1,1,2-Trichloroethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Toluene	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
Trichloroethylene	ug/L	-	< 1	< 1	< 1	< 1	< 1	< 1
Trichlorofluoromethane	ug/L	-	< 1	< 1	-	< 1	< 1	< 1
2,4,5-Trichlorophenol	ug/L	-	-	-	-	-	-	< 50
2,4,6-Trichlorophenol	ug/L	-	-	-	-	-	-	< 5
1,2,3-Trichloropropane	ug/L	-	-	-	-	-	-	< 1
1,2,4-Trimethylbenzene	ug/L	-	-	-	< 1	-	-	< 1
1,3,5-Trimethylbenzene	ug/L	-	-	-	-	-	-	< 1
Vinyl acetate	ug/L	-	-	-	-	-	-	-
Vinyl chloride	ug/L	-	< 1	< 1	< 1	< 1	< 1	< 1
m,p-Xylene	ug/L	-	-	-	-	-	-	< 2
o-Xylene	ug/L	-	-	-	-	-	-	< 1
Xylene, total	ug/L	-	< 1	< 1	-	< 1	< 1	-
PNA's		Units						
Acenaphthene	ug/L	-	< 5000	-	-	< 5000	-	< 5
Acenaphthylene	ug/L	-	< 5000	-	-	< 5000	-	< 5
PNA's, Continued		Units						
Anthracene	ug/L	-	< 5000	-	-	< 5000	-	< 5

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

Site Identification:		MW-6S	MW-6S	MW-6S	MW-6S	MW-7D	MW-7D	MW-7D
Sample Identification:		D414-01	D414-02	D890-06	E171274	D414-05	D890-09	E127335
Date Sampled:		9/15/1993	9/20/1993	10/27/1993	5/29/1997	9/20/1993	10/27/1993	9/14/1995
Sampled By:		Abonmarche	Abonmarche	Abonmarche	ETCO	Abonmarche	Abonmarche	ETCO
Analyzed By:		TRACE	TRACE	TRACE	TriMatrix	TRACE	TRACE	ETCO
Comments:		-	-	-	-	-	-	-
Depth:		9 - 11	-	-	-	-	-	-
Benzo(a)anthracene(Q)	ug/L	-	< 5000	-	-	< 5000	-	< 5
Benzo(a)pyrene(Q)	ug/L	-	< 5000	-	-	< 5000	-	< 5
Benzo(b)fluoranthene(Q)	ug/L	-	< 5000	-	-	< 5000	-	-
Benzo(k)fluoranthene(Q)	ug/L	-	< 5000	-	-	< 5000	-	-
Benzo(b and/or k)fluoranthene	ug/L	-	-	-	-	-	-	< 5
Benzo(ghi)perylene	ug/L	-	< 5000	-	-	< 5000	-	< 5
Chrysene(Q)	ug/L	-	< 5000	-	-	< 5000	-	< 5
Dibenz(a,h)anthracene(Q)	ug/L	-	< 5000	-	-	< 5000	-	< 5
Fluoranthene	ug/L	-	< 5000	-	-	< 5000	-	< 5
Fluorene	ug/L	-	< 5000	-	-	< 5000	-	< 5
Indeno(1,2,3-cd)pyrene(Q)	ug/L	-	< 5000	-	-	< 5000	-	< 5
Naphthalene	ug/L	-	< 5000	< 5	-	< 5000	-	< 5
Phenanthrene	ug/L	-	< 5000	< 5	-	< 5000	-	< 5
Pyrene	ug/L	-	< 5000	< 5	-	< 5000	-	< 5

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

Site Identification:		MW-7D	MW-7S	MW-7S	MW-7S	MW-7S
Sample Identification:		E171270	D414-04	D890-08	E127334	E171271
Date Sampled:		5/29/1997	9/20/1993	10/27/1993	9/14/1995	5/29/1997
Sampled By:		ETCO	Abonmarche	Abonmarche	ETCO	ETCO
Analyzed By:		TriMatrix	TRACE	TRACE	ETCO	TriMatrix
Comments:		-	-	-	-	-
Depth:		-	-	-	-	-
Metals	Units					
Arsenic, total	ug/L	-	-	-	-	-
Arsenic, dissolved	ug/L	-	< 1	< 1	< 1	-
Barium, total	ug/L	-	-	-	-	-
Barium, dissolved	ug/L	-	< 200	< 200	38	-
Cadmium, total	ug/L	-	-	-	-	-
Cadmium, dissolved	ug/L	-	< 0.2	< 0.2	< 0.2	-
Chromium, total	ug/L	-	-	-	-	-
Chromium, dissolved	ug/L	-	1	< 1	< 50	-
Copper, total	ug/L	-	-	-	-	-
Copper, dissolved	ug/L	-	< 25	< 25	< 10	-
Cyanide(R)	ug/L	-	-	-	-	-
Cyanide, total (R)	ug/L	-	-	-	-	-
Iron, dissolved	ug/L	-	-	-	-	-
Lead, total	ug/L	-	-	-	-	-
Lead, dissolved	ug/L	-	< 3	< 3	< 1	-
Mercury, total	ug/L	-	-	-	-	-
Mercury, dissolved	ug/L	-	< 0.2	< 0.2	< 0.2	-
Nickel, total	ug/L	-	-	-	-	-
Nickel, dissolved	ug/L	-	< 50	< 50	-	-
Phosphorus, dissolved	ug/L	-	-	-	-	-
Selenium, total	ug/L	-	-	-	-	-
Selenium, dissolved	ug/L	-	< 5	6	< 2	-
Silver, total	ug/L	-	-	-	-	-
Silver, dissolved	ug/L	-	< 0.5	< 0.5	< 0.2	-
Zinc, total	ug/L	-	-	-	-	-
Zinc, dissolved	ug/L	-	< 20	< 20	< 20	-
VOC's	Units					
Acetone	ug/L	-	-	-	-	-
Benzene	ug/L	-	< 1	< 1	< 1	-
Dichlorobromomethane	ug/L	-	< 1	< 1	< 1	-
Benzoic acid	ug/L	-	-	-	< 50	-
Benzyl alcohol	ug/L	-	-	-	< 50	-
Bis(2-chloroethoxy)methane	ug/L	-	-	-	< 5	-
Bis(2-chloroethyl)ether	ug/L	-	-	-	< 5	-
Bis(2-chloroisopropyl)ether	ug/L	-	-	-	< 5	-
Bis(2-ethyl hexyl)phthalate	ug/L	-	-	-	< 5	-
Bromobenzene	ug/L	-	-	-	< 1	-
Bromochloromethane	ug/L	-	-	-	< 1	-
4-Bromodiphenyl ether	ug/L	-	-	-	< 5	-
Bromoform	ug/L	-	< 1	< 1	< 1	-
Bromomethane	ug/L	-	< 1	< 1	< 1	-
2-Butanone	ug/L	-	-	-	-	-

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

Site Identification:		MW-7D	MW-7S	MW-7S	MW-7S	MW-7S
Sample Identification:		E171270	D414-04	D890-08	E127334	E171271
Date Sampled:		5/29/1997	9/20/1993	10/27/1993	9/14/1995	5/29/1997
Sampled By:		ETCO	Abonmarche	Abonmarche	ETCO	ETCO
Analyzed By:		TriMatrix	TRACE	TRACE	ETCO	TriMatrix
Comments:		-	-	-	-	-
Depth:		-	-	-	-	-
VOC's, Continued	Units					
Butylbenzene, normal	ug/L	-	-	-	< 1	-
Butylbenzene, secondary	ug/L	-	-	-	< 1	-
Butylbenzene, tertiary	ug/L	-	-	-	< 1	-
Butyl benzyl phthalate	ug/L	-	-	-	< 5	-
Carbon disulfide(R)	ug/L	-	-	-	-	-
Carbon tetrachloride	ug/L	-	< 1	< 1	< 1	-
4-Chloroaniline	ug/L	-	-	-	< 20	-
Chlorobenzene	ug/L	-	< 1	< 1	< 1	-
p-Chloro-m-cresol	ug/L	-	-	-	< 5	-
4-Chlorodiphenyl ether	ug/L	-	-	-	< 5	-
2-Chloroethylvinyl ether	ug/L	-	< 1	< 1	-	-
Chloroethane	ug/L	-	< 1	< 1	< 1	-
Chloroform	ug/L	-	< 1	< 1	< 1	-
Chloromethane	ug/L	-	< 5	< 5	< 1	-
2-Chloronaphthalene	ug/L	-	-	-	< 5	-
2-Chlorophenol	ug/L	-	-	-	< 5	-
2-Chlorotoluene	ug/L	-	-	-	< 1	-
4-Chlorotoluene	ug/L	-	-	-	< 1	-
Dibenzofuran	ug/L	-	-	-	< 5	-
Dibromochloromethane	ug/L	-	< 1	< 1	< 1	-
1,2-Dibromo-3-chloropropane	ug/L	-	-	-	< 1	-
1,2-Dibromoethane	ug/L	-	-	-	< 10	-
Dibromomethane	ug/L	-	-	-	< 1	-
Di-n-butyl phthalate	ug/L	-	-	-	< 5	-
1,2-Dichlorobenzene	ug/L	-	< 1	< 1	< 1	-
1,3-Dichlorobenzene	ug/L	-	< 1	< 1	< 1	-
1,4-Dichlorobenzene	ug/L	-	< 1	< 1	< 1	-
3,3'-Dichlorobenzidine	ug/L	-	-	-	< 20	-
Dichlorodifluoromethane	ug/L	-	< 5	< 5	< 1	-
1,1-Dichloroethane	ug/L	-	< 1	< 1	< 1	-
1,2-Dichloroethane	ug/L	-	< 1	< 1	< 1	-
1,1-Dichloroethylene	ug/L	-	< 1	< 1	< 1	-
cis-1,2-Dichloroethylene	ug/L	< 1	-	-	< 1	< 1
trans-1,2-Dichloroethylene	ug/L	< 1	< 1	< 1	< 1	< 1
2,4-Dichlorophenol	ug/L	-	-	-	< 5	-
1,2-Dichloropropane	ug/L	-	< 1	< 1	< 1	-
1,3-Dichloropropane	ug/L	-	-	-	< 1	-
1,1-Dichloropropene	ug/L	-	-	-	< 1	-
1,3-Dichloropropene(J)	ug/L	-	-	-	-	-
2,2-Dichloropropane	ug/L	-	-	-	< 1	-
cis-1,3-Dichloropropene	ug/L	-	< 1	< 1	-	-
trans-1,3-Dichloropropene	ug/L	-	< 1	< 1	-	-
Diethyl phthalate	ug/L	-	-	-	< 5	-
Dimethyl phthalate	ug/L	-	-	-	< 5	-
2,4-Dimethylphenol	ug/L	-	-	-	< 5	-
4,6-Dinitro-o-cresol	ug/L	-	-	-	< 20	-
2,4-Dinitrophenol	ug/L	-	-	-	< 20	-
2,4-Dinitrotoluene	ug/L	-	-	-	< 5	-
2,6-Dinitrotoluene	ug/L	-	-	-	< 5	-
Di-n-octyl phthalate	ug/L	-	-	-	< 5	-
VOC's, Continued	Units					

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

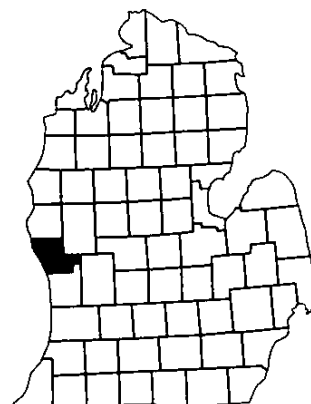
Site Identification:		MW-7D	MW-7S	MW-7S	MW-7S	MW-7S
Sample Identification:		E171270	D414-04	D890-08	E127334	E171271
Date Sampled:		5/29/1997	9/20/1993	10/27/1993	9/14/1995	5/29/1997
Sampled By:		ETCO	Abonmarche	Abonmarche	ETCO	ETCO
Analyzed By:		TriMatrix	TRACE	TRACE	ETCO	TriMatrix
Comments:		-	-	-	-	-
Depth:		-	-	-	-	-
Ethylbenzene	ug/L	-	< 1	< 1	< 1	-
Hexachlorobenzene	ug/L	-	-	-	< 5	-
Hexachlorocyclopentadiene	ug/L	-	-	-	< 5	-
Hexachloroethane	ug/L	-	-	-	< 5	-
Hexachloro-1,3-butadiene	ug/L	-	-	-	< 5	-
2-Hexanone	ug/L	-	-	-	-	-
Isophorone	ug/L	-	-	-	< 5	-
Isopropyl benzene	ug/L	-	-	-	< 1	-
p-Isopropyl toluene	ug/L	-	-	-	< 1	-
Methylene chloride	ug/L	-	< 5	< 5	< 1	-
Methyl isobutyl ketone	ug/L	-	-	-	-	-
2-Methylnaphthalene	ug/L	-	-	-	< 5	-
2-Methylphenol	ug/L	-	-	-	< 5	-
4-Methylphenol	ug/L	-	-	-	< 5	-
2-Nitroaniline	ug/L	-	-	-	< 20	-
3-Nitroaniline	ug/L	-	-	-	< 20	-
4-Nitroaniline	ug/L	-	-	-	< 20	-
Nitrobenzene	ug/L	-	-	-	< 5	-
2-Nitrophenol	ug/L	-	-	-	< 5	-
4-Nitrophenol	ug/L	-	-	-	< 20	-
n-Nitrosodiphenylamine	ug/L	-	-	-	< 5	-
n-Nitrosodi-n-propylamine	ug/L	-	-	-	< 5	-
Pentachlorophenol	ug/L	-	-	-	< 20	-
Phenol	ug/L	-	-	-	< 5	-
Propylbenzene, normal	ug/L	-	-	-	< 1	-
Styrene	ug/L	-	-	-	< 1	-
1,1,1,2-Tetrachloroethane	ug/L	-	-	-	< 1	-
1,1,2,2-Tetrachloroethane	ug/L	-	< 1	< 1	< 1	-
Tetrachloroethylene	ug/L	< 1	14	41	4.3	23
1,2,3-Trichlorobenzene	ug/L	-	-	-	< 1	-
1,2,4-Trichlorobenzene	ug/L	-	-	-	< 1	-
1,1,1-Trichloroethane	ug/L	-	< 1	< 1	< 1	-
1,1,2-Trichloroethane	ug/L	-	< 1	< 1	< 1	-
Toluene	ug/L	-	< 1	< 1	< 1	-
Trichloroethylene	ug/L	< 1	< 1	< 1	< 1	< 1
Trichlorofluoromethane	ug/L	-	< 1	< 1	< 1	-
2,4,5-Trichlorophenol	ug/L	-	-	-	< 50	-
2,4,6-Trichlorophenol	ug/L	-	-	-	< 5	-
1,2,3-Trichloropropane	ug/L	-	-	-	< 1	-
1,2,4-Trimethylbenzene	ug/L	< 1	-	-	< 1	< 1
1,3,5-Trimethylbenzene	ug/L	-	-	-	< 1	-
Vinyl acetate	ug/L	-	-	-	-	-
Vinyl chloride	ug/L	< 1	< 1	< 1	< 1	< 1
m,p-Xylene	ug/L	-	-	-	< 2	-
o-Xylene	ug/L	-	-	-	< 1	-
Xylene, total	ug/L	-	< 1	< 1	-	-
PNA's		Units				
Acenaphthene	ug/L	-	< 5000	-	< 5	-
Acenaphthylene	ug/L	-	< 5000	-	< 5	-
PNA's, Continued		Units				
Anthracene	ug/L	-	< 5000	-	< 5	-

Table 3
Summary of Groundwater Analytical Data
Watermark Condominium
Muskegon, Michigan
(Units as Given)

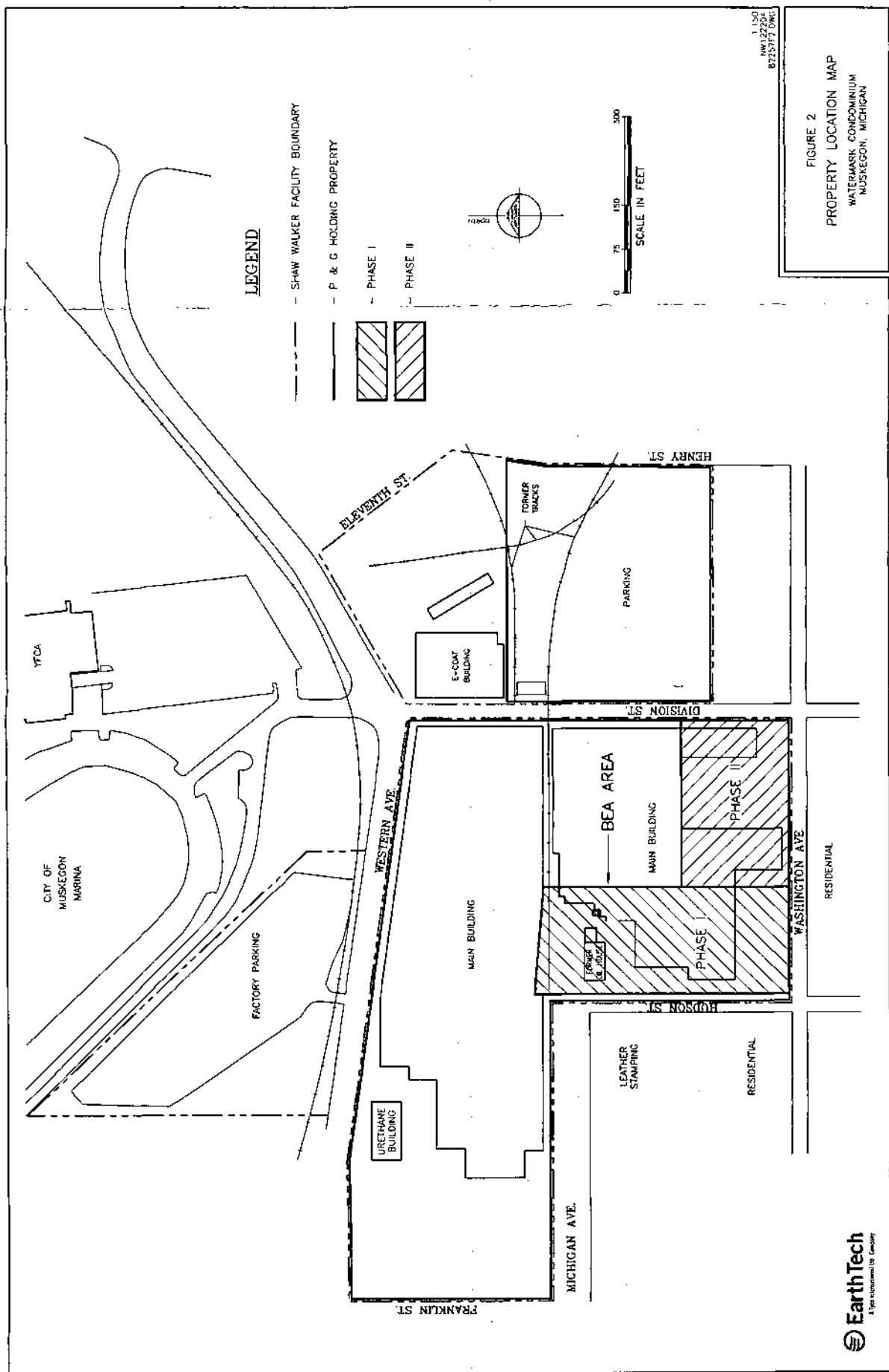
Site Identification:		MW-7D	MW-7S	MW-7S	MW-7S	MW-7S
Sample Identification:		E171270	D414-04	D890-08	E127334	E171271
Date Sampled:		5/29/1997	9/20/1993	10/27/1993	9/14/1995	5/29/1997
Sampled By:		ETCO	Abonmarche	Abonmarche	ETCO	ETCO
Analyzed By:		TriMatrix	TRACE	TRACE	ETCO	TriMatrix
Comments:		-	-	-	-	-
Depth:		-	-	-	-	-
Benzo(a)anthracene(Q)	ug/L	-	< 5000	-	< 5	-
Benzo(a)pyrene(Q)	ug/L	-	< 5000	-	< 5	-
Benzo(b)fluoranthene(Q)	ug/L	-	< 5000	-	-	-
Benzo(k)fluoranthene(Q)	ug/L	-	< 5000	-	-	-
Benzo(b and/or k)fluoranthene	ug/L	-	-	-	< 5	-
Benzo(ghi)perylene	ug/L	-	< 5000	-	< 5	-
Chrysene(Q)	ug/L	-	< 5000	-	< 5	-
Dibenz(a,h)anthracene(Q)	ug/L	-	< 5000	-	< 5	-
Fluoranthene	ug/L	-	< 5000	-	< 5	-
Fluorene	ug/L	-	< 5000	-	< 5	-
Indeno(1,2,3-cd)pyrene(Q)	ug/L	-	< 5000	-	< 5	-
Naphthalene	ug/L	-	< 5000	-	< 5	-
Phenanthrene	ug/L	-	< 5000	-	< 5	-
Pyrene	ug/L	-	< 5000	-	< 5	-

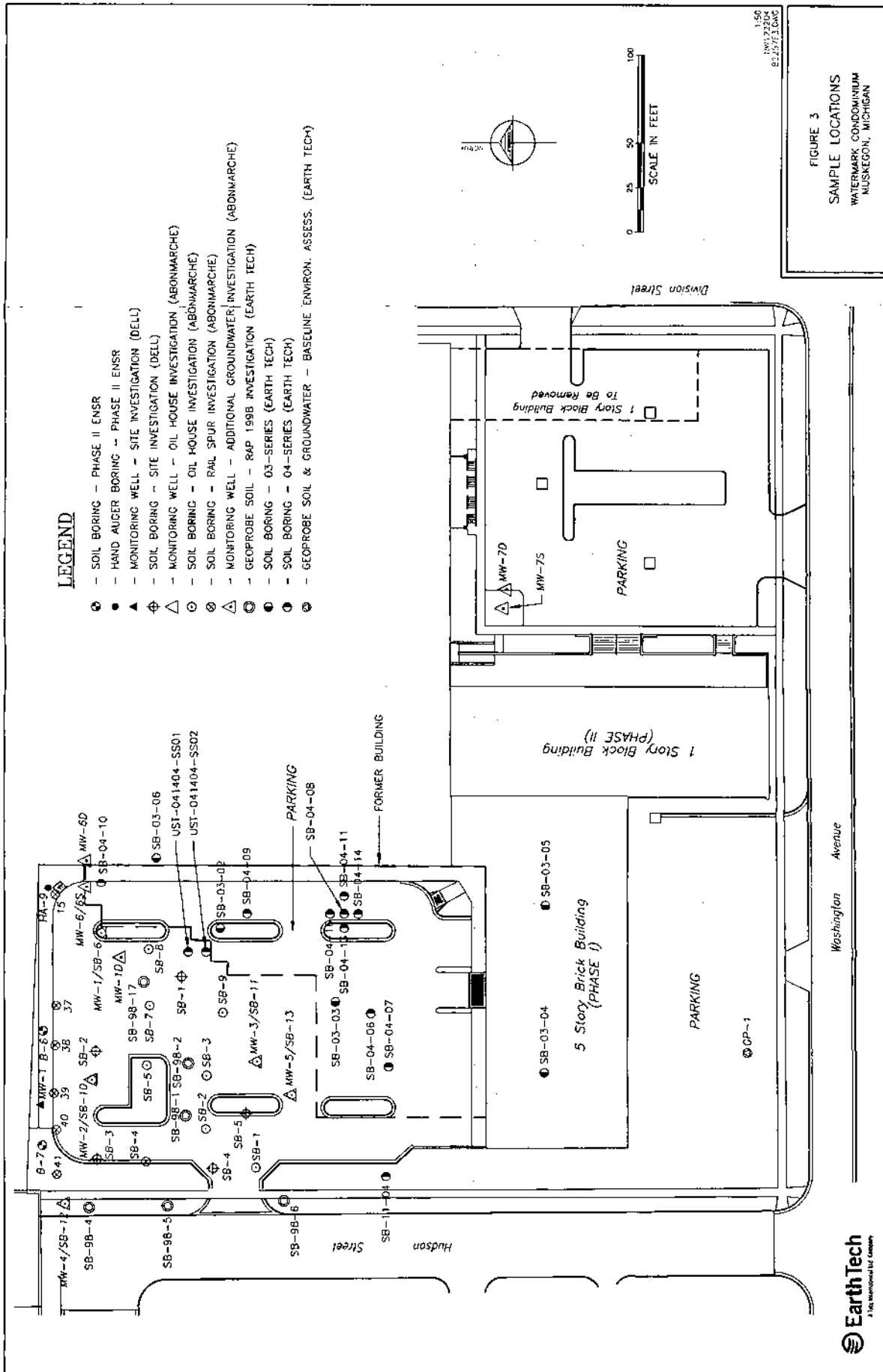
FIGURES

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SCALE: NONE





DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on December 6, 2016, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "**City**"), the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "**Authority**"), and P&G HOLDINGS NY, LLC, a New York limited liability company, whose address is 3811 13th Avenue, New York, New York 11218 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, ("**Act 381**"), the Authority adopted a brownfield plan in _____ (the "**Brownfield Plan**") to add property located at 920 Washington Avenue, 965 W. Western Avenue and 1330 Division Street, Muskegon, Michigan (the "**Property**").

B. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property" because it is a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**") and adjacent or contiguous to the "facility". The Developer is not a liable party, under Part 201, for the contamination on the Property.

C. The Developer intends to conduct eligible activities on the Property in order to address environmental conditions and redevelop the site into a mixed use project that will include residential market rate rental units and a full-scale family entertainment center (the "**Project**"). The Project will include demolition, lead and

asbestos abatement, site preparation, infrastructure improvements and brownfield plan/work plan preparation and development eligible activities under Act 381 (the **"Eligible Activities"**), all as described in the Brownfield Plan and eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, is \$8,982,750 (the **"Total Eligible Brownfield TIF Costs"**).

D. Additionally, the City intends to conduct eligible activities consisting of public infrastructure improvements to the roadway adjacent to the Property (the **"City Improvements"**). The total cost of the City Improvements, including contingencies, is \$276,000 (the **"Total City Improvements Cost"**).

E. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the **"Brownfield TIF Revenue"**).

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

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse both the Developer and City for the

cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in proportion to the total overall Eligible Activities incurred under the Brownfield Plan. The amount reimbursed to Developer for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs and the Authority shall reimburse the City for its Eligible Activities in an amount not to exceed the Total City Improvement Costs. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for Eligible Activities until the earlier of the Developer and City being fully reimbursed or December 31, 2047. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes

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

3. Reimbursement Process.

(a) Developer shall submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by the Developer on or before twelve (12) months after an unconditional certificate of occupancy has been issued for the Project. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

(b) Subject to the Corner Building Escrow Funds retention defined in Paragraph 3(c) and unless it disputes whether such costs are Eligible Activities within forty-five (45) days after receiving a Request for Cost Reimbursement from Developer, the Authority shall pay to the Developer the amounts for which submissions have been made pursuant to Paragraph 3(a) of this Agreement from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Property as described in Paragraph 1. The Developer shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made, have been fully paid to Developer or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any other source but may at its sole discretion. If the Authority determines that the requested costs are deemed ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for rejection within the forty-five (45) day time period for review. The Developer shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement.

(c) The Developer agrees to pursue redevelopment of the existing building located at the southwest corner of W. Western Avenue and Division Street ("**Corner Building**") as follows. The Developer agrees to provide notice to the City and Authority

before the Demolition Deadline (defined below) if Developer intends to commence rehabilitation of the Corner Building. For the purpose of this Section, "rehabilitation" shall include core and shell improvements to a white box stage in preparation for prospective tenants or other uses or development. If Developer, in its sole discretion, determines that redevelopment of the Corner Building is not feasible, Developer agrees to demolish or cause to demolish, by way of this Agreement, the Corner Building no later than two (2) years from the of the date of execution of this Agreement (**"Demolition Deadline"**). Developer will meet the Demolition Deadline if it commences demolition by the deadline and thereafter diligently pursues completion of demolition. The cost for demolition of the Corner Building is estimated at \$150,000. In order to provide the City and Authority assurances that the Corner Building will be addressed as described above, the parties hereby agree that the Authority shall retain and place in escrow the first \$150,000 of available Brownfield TIF Revenues (the **"Corner Building Escrow Funds"**). The Corner Building Escrow Funds shall be released to Developer upon the earlier of redevelopment of the Corner Building or at the time of demolition to pay for the cost to remove the building (in either case, such funds to be released as draws for work paid for by Developer on a monthly basis). If Developer does not comply with the foregoing and has taken no action by the Demolition Deadline, the City may thereafter notice Developer of its intent to undertake demolition of the corner building using the Corner Building Escrow Funds. Developer will have 30 days from the date of such notice to cure by commencing redevelopment or commencing demolition in accordance with the foregoing. If Developer does not so cure, the City may thereafter

commence demolition on Developer's behalf using the Corner Building Escrow Funds, with any unused funds being returned to Developer once demolition is completed.

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

4. Term of Agreement.

The Authority's reimbursement to Developer of the Total Eligible Brownfield TIF Costs under this Agreement shall terminate the earlier of the date when all reimbursements to Developer and City required under this Agreement have been made or December 31, 2047 (the "**Term**"). If the Term of this Agreement ends before the full reimbursement of all of Developer's Total Eligible Brownfield TIF Costs and City's Total City Improvement Cost, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

5. Adjustments

If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of

such reimbursement and the Developer shall pay the Authority such invoiced amount within forty-five (45) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Activities for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, provided, any such assignee shall acknowledge to the Authority in writing on

or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by such Developer, (b) owns or controls such Developer or (c) is under common ownership or control with such Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Headings.

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

12. Governing Law.

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

13. Counterparts.

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

14. Binding Effect.

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

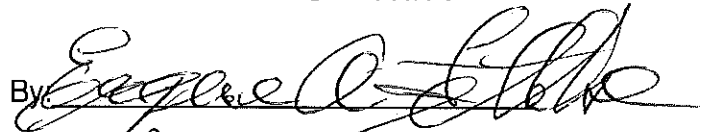
The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON

By: _____

Its: _____

CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

By: 
Its: Chairman

P&G HOLDINGS NY, LLC

By: _____

Its: _____

Commission Meeting Date: January 10, 2016

Date: January 5, 2017
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Approval of a Neighborhood Enterprise Zone Certificate – 920 Washington Ave & 965 W Western Ave

SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone Certificate has been received from P&G Holdings NY, LLC for the conversion of vacant industrial space to apartments at 920 Washington Ave and 965 W Western Ave. The estimated project cost is \$9,417,175 and will include 126 market rate apartments. The property was approved as a Neighborhood Enterprise Zone District on September 13, 2016. The applicant has met local and state requirements for the issuance of the NEZ certificate. They have requested the maximum 15 years for the exemption.

FINANCIAL IMPACT:

The taxes on the apartment portion of the project will be frozen at the pre-rehabilitated rate for 15 years, with a three-year phase out (they will receive 75% of the abatement in year 13, 50% in year 14 and 25% in year 15).

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate for a rehabilitation facility has been filed with the City Clerk by P&G Holdings NY, LLC to rehabilitate a portion of their building from vacant industrial to residential apartments at 920 Washington & 965 W Western Ave in the “Watermark” Neighborhood Enterprise Zone District, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the rehabilitation facility for apartments at 920 Washington Ave and 965 W Western Ave by P&G Holdings NY, LLC be approved.

Adopted this 10th day of January, 2017.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

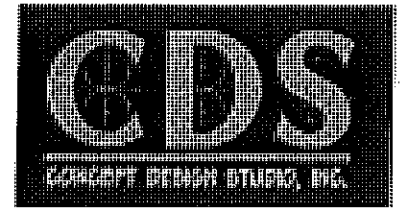
Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on January 10, 2017.

By: _____

Ann Meisch
City Clerk



Watermark Center Phase 4 - Residential Units Conceptual Cost Model

Contingency	15%
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Project Description	Area (sf)	Construction Cost / SF based on Current Cost	Total Costs Including Contingency
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1st Floor			
Lead Paint Abatement	45,850	\$3.00	\$158,183
Wood Flooring Demolition	45,850	\$3.50	\$184,546
Remove and Replace Windows	1,500	\$60	\$103,500
1HR Rated Doors	5	\$2,000	\$11,500
Aluminum Entry Doors	22	\$2,500	\$63,250
Paint Space White	45,850	\$2.50	\$131,819
Interior Partitions	15,000	\$6.00	\$103,500
Fire Protection	45,800	\$4.00	\$210,680
Temporary Heating	45,800	\$1.00	\$52,670
Lighting	45,800	\$3.00	\$158,010
1st Floor Total			\$1,177,658

2nd Floor			
Lead Paint Abatement	45,800	\$3.00	\$158,010
Wood Flooring Demolition	45,800	\$3.50	\$184,345
Remove and Replace Windows	1,500	\$60	\$103,500
1HR Rated Doors	33	\$2,000.00	\$75,900
Paint Space White	45,800	\$2.50	\$131,675
Interior Partitions	30,660	\$6.00	\$211,554
Fire Protection	45,800	\$4.00	\$210,680
Temporary Heating	45,800	\$1.00	\$52,670
Lighting	45,800	\$3.00	\$158,010
2nd Floor Total			\$1,286,344

Project Description	Area (sf)	Construction Cost / SF based on Current Cost	Total Costs Including Contingency
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3rd Floor

Lead Paint Abatement	45,800	\$3.00	\$158,010
Wood Flooring Demolition	45,800	\$3.50	\$184,345
Remove and Replace Windows	1,500	\$60	\$103,500
1HR Rated Doors	36	\$2,000.00	\$82,800
Paint Space White	45,800	\$2.50	\$131,675
Interior Partitions	30,660	\$6.00	\$211,554
Fire Protection	45,800	\$4.00	\$210,680
Temporary Heating	45,800	\$1.00	\$52,670
Lighting	45,800	\$3.00	\$158,010
3rd Floor Total			\$1,293,244

4th Floor

Lead Paint Abatement	45,800	\$3.00	\$158,010
Wood Flooring Demolition	45,800	\$3.50	\$184,345
Remove and Replace Windows	1,500	\$60	\$103,500
1HR Rated Doors	36	\$2,000	\$82,800
Paint Space White	45,800	\$2.50	\$131,675
Interior Partitions	30,660	\$6.00	\$211,554
Fire Protection	45,800	\$4.00	\$210,680
Temporary Heating	45,800	\$1.00	\$52,670
Lighting	45,800	\$3.00	\$158,010
4th Floor Total			\$1,293,244

5th Floor

Lead Paint Abatement	37,900	\$3.00	\$130,755
Wood Flooring Demolition	37,900	\$3.50	\$152,548
Replace Existing Roof	45,800	\$13.00	\$684,710
Remove and Replace Windows	1,500	\$60	\$103,500
Paint Space White	37,900	\$2.50	\$108,963
Interior Partitions	20,000	\$6.00	\$138,000
Fire Protection	39,700	\$4.00	\$182,620
Roof Drains	10	\$3,500	\$40,250
Temporary Heating	37,900	\$1.00	\$43,585
Lighting	37,900	\$3.00	\$130,755
5th Floor Total			\$1,715,685

Project Description	Area (sf)	Construction Cost / SF based on Current Cost	Total Costs Including Contingency
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Common Areas

Elevator Shaft, Pit and 5 Stop #2500 Elevator	1 LS	\$650,000	\$715,000
General Conditions	1 LS	\$225,000	\$247,500
Asbestos Abatement Allowance	1 LS	\$75,000	\$82,500
Masonry Tuck Points and Repairs	1 LS	\$125,000	\$137,500
Parking Lot at Division and Western	1 LS	\$600,000	\$660,000
Roof Top Patio Allowance	1 LS	\$500,000	\$550,000
New Sanitary Service	1 LS	\$15,000	\$16,500
New Water Service	1 LS	\$20,000	\$22,000
New Fire Protection Pump	1 LS	\$100,000	\$110,000
New Electrical Service	1 LS	\$100,000	\$110,000
Common Area Total			\$2,651,000

Total Construction Cost

\$9,417,175

Exclusions

Tap Trunkage or Utility Company Fees
Fit out of Units and Common Areas
Architectural and Engineering Fees
Hazardous Material Testing
Demolition of Existing Buildings

COMMISSION MEETING DATE: January 10, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN1607760 – 1456 Park St.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1456 Park St.** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure (they currently have obtained a demolition permit to complete the demolition) the City would like to be able to follow through with the demolition bidding process.

Location and ownership: This structure is located on Park St. between Washington Ave. and West Grand Ave. and is owned by Barbara Gamble.

Staff Correspondence: The Notice and Order to Repair was issued on 10/14/2016. On 12/1/2016 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 15,500.

Estimated cost to repair: \$ 75,000.

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Notification procedures:

- 1) Title search is performed so all interested parties are notified.
- 2) All notifications are posted on the structure.
- 3) All notifications are mailed by certified mail with a return card for signature.

Owner Contact: None

Permits obtained: None

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

House pictures:



Garage pictures:



CITY OF MUSKEGON CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202, MUSKEGON, MI 49440
(231) 724-6702 (Office) (231) 724-6790 (Fax)
DANGEROUS BUILDING REPORT
1456 PARK ST

Exterior Inspection noted:

Garages/Sheds:

1. Is open and not secure.
2. Accessory structure is not maintained in good repair.
3. Overhead, sliding, or swing door is broken or missing parts so it may not work properly.
4. All Siding is loose or falling off.
5. Has broken siding.
6. Roof has some shingles or parts of shingles missing.
7. Roof has shingles that are deteriorated and need replacing.
8. Tons of moss on the roof causing deterioration.

House:

1. Roof has some shingles or parts of shingles missing.
2. Roof has shingles that are deteriorated and need replacing.
3. Roof has more than two layers of roofing and shows structural bowing - must be stripped and reroofed or roof rafter braced in the attic.
4. Roof leaks.
5. Roof is totally deteriorated - must be replaced.
6. Eaves - Has aluminum fascia that is loose, falling off or missing.
7. Siding has holes in it or is rotted or missing.
8. Siding is loose or falling off.
9. Siding corners are missing.
10. House and/or Apartment numbers must contrast with their background, be plainly legible from the street fronting the property, and be a minimum of four inches high and 1/2 inch wide.
11. Has peeling paint that needs to be scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.
12. Porch floor has bare wood-is not protected from the weather by a properly applied water resistant paint or finish.
13. Rubbish, garbage, appliances or household furniture stored on open porch.
14. Foundation walls have missing mortar or open cracks.
15. Exterior trim has peeling paint that needs to be properly scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.
16. Window is not weathertight and in good repair.
17. Window frame is rotted.
18. Window is closed off and the material used does not blend with the siding.
19. Door hardware is broken, missing or incomplete.
20. Door will not latch or shut.

This listing is a list of exterior items. An interior inspection had not been completed. You would need to contact SAFEbuilt for a trades inspection to get a complete listing of any additional items that need to be completed.

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

COMMISSION MEETING DATE: January 10, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN1607738 – 1290 Wood St. (both buildings).

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at **1290 Wood St.** is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure (they currently have obtained a demolition permit to complete the demolition) the City would like to be able to follow through with the demolition bidding process.

Location and ownership: This structure is located on Wood St. which is abutting Wood St., Irwin Ave. and Kenneth St. and is owned by Hope Lighthouse Church.

Staff Correspondence: The Notice and Order to Repair was issued on 10/14/2016. On 12/1/2016 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 24,800.

Estimated cost to repair: \$ 60,000+.

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

Notification procedures:

- 1) Title search is performed so all interested parties are notified.
- 2) All notifications are posted on the structure.
- 3) All notifications are mailed by certified mail with a return card for signature.

Owner Contact: None

Permits obtained: None

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

Building #1 pictures – Structure is located facing Wood St.





Building #2 pictures – This is located behind building # 1.



CITY OF MUSKEGON CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202, MUSKEGON, MI 49440
(231) 724-6702 (Office) (231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT

1290 Wood St. – Both structures.

Exterior Inspection noted:

Building 1:

1. Is open and not secure.
2. Overhead, sliding, or swing door is broken or missing parts so it may not work properly.
3. Roof is totally deteriorated - must be replaced.
4. Rafters are broken or rotted.
5. Side of the roof has rotted or missing roof boards.
6. Rafters are bowed and the roof is sagging. Roof rafters need bracing in the attic.
7. Roof leaks.
8. Structure is open & not secured.
9. Has eave boards that are rotted or missing.
10. Has broken siding.
11. Brick veneer has missing mortar or large cracks.
12. Foundation walls have missing mortar or open cracks.
13. Foundation walls have missing brick or block.
14. Block walls have joints where the mortar is missing.
15. Windows are boarded & need to be properly repaired.

Building 2:

1. Foundation walls have missing mortar or open cracks.
2. Has eave boards that are rotted or missing.
3. Has aluminum fascia that is loose, falling off or missing.
4. Is not protected from weather by a properly applied water-resistant paint or waterproof finish.
Surface must be scraped prior to applying any water -resistant paint or waterproof finish.
5. Foundation walls have peeling paint. Paint must be properly scraped prior to painting.
6. Exterior trim has peeling paint that needs to be properly scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.

This listing is a list of exterior items. **An interior inspection had not been completed. You would need to contact SAFEbuilt for a trades inspection to get a complete listing of any additional items that need to be completed.**

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.

COMMISSION MEETING DATE: January 10, 2017

TO: Honorable Mayor and Commissioners

FROM: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish.
Dangerous Building Case #: EN1607759 – 768 Marcoux Ave.

SUMMARY OF REQUEST: This is to request that the City Commission Concur with the findings of the Housing Board of Appeals that the structure located at 768 Marcoux Ave. is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days or infraction tickets may be issued. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure (they currently have obtained a demolition permit to complete the demolition) the City would like to be able to follow through with the demolition bidding process.

Location and ownership: This structure is located on Marcoux Ave. between S. Getty St. and Mulder St. and is owned by Adam Winters.

Staff Correspondence: The Notice and Order to Repair was issued on 10/14/2016. On 12/1/2016 the HBA declared the structure substandard and dangerous.

Financial Impact: General Funds

Budget action required: None

State Equalized value: \$ 8,800.

Estimated cost to repair: \$ 75,000.

Staff Recommendation: To concur with the Housing Board of Appeals decision to demolish.

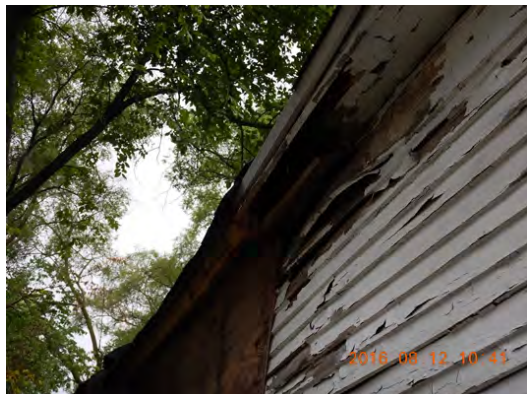
Notification procedures:

- 1) Title search is performed so all interested parties are notified.
- 2) All notifications are posted on the structure.
- 3) All notifications are mailed by certified mail with a return card for signature.

Owner Contact: The owner did attend the Housing Board of Appeals meeting and discussed his options.

Permits obtained: None

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.





CITY OF MUSKEGON CODE COMPLIANCE DEPARTMENT
933 TERRACE ST STE 202, MUSKEGON, MI 49440
(231) 724-6702 (Office) (231) 724-6790 (Fax)

DANGEROUS BUILDING REPORT

768 MARCOUX-ALL STRUCTURES

Exterior Inspection noted:

Garages:

- 1) Overhead, sliding, or swing door is broken or missing parts so it may not work properly.
- 2) Foundation walls have missing mortar or open cracks.
- 3) Window frame is rotted.
- 4) Walls have peeling paint.
- 5) Wood is rotting and not properly sealed with water resistant paint or waterproof finish.

House:

- 1) Rafters are bowed and the roof is sagging. Roof rafters need bracing in the attic.
- 2) Aluminum flashing is loose or missing.
- 3) Has eave boards that are rotted or missing.
- 4) Siding has holes in it or is rotted or missing.
- 5) Siding is loose or falling off.
- 6) Has broken siding.
- 7) Has peeling paint that needs to be scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.
- 8) Steps have concrete or block walls on the sides that are deteriorated.
- 9) Foundation walls have missing mortar or open cracks.
- 10) Foundation walls have peeling paint. Paint must be properly scraped prior to painting.
- 11) Handrail is not in good repair.
- 12) Block walls have joints where the mortar is missing.
- 13) Trim is broken, missing or incomplete.
- 14) Trim is loose.
- 15) Trim is rotted.
- 16) Exterior trim has peeling paint that needs to be properly scraped and needs to be protected from weather by properly applied water-resistant paint or waterproof finish.
- 17) Window is not weathertight and in good repair.
- 18) Window sash is broken, rotted or missing.

- 19) Window(s) has/have broken or cracked glass.
- 20) Window sill is broken, missing or rotted.
- 21) Window frame is rotted.
- 22) Window has glazing that is missing or deteriorated.
- 23) Operable window(s) does/do not have a screen - - must cover the complete bottom sash from April 30th thru September 30th.
- 24) Door trim is broken or incomplete.
- 25) Doorstop is broken or missing.
- 26) Door does not fit tight-install weatherseal.
- 27) Door threshold is broken, rotted or missing.
- 28) Screen door is missing.
- 29) Side of home is bowed in and out.
- 30) Electric mass is on the ground.
- 31) The electric wires are wrapped.

This listing is a list of exterior items. An interior inspection had not been completed. You would need to contact SAFEbuilt for a trades inspection to get a complete listing of any additional items that need to be completed.

BASED UPON A RECENT INSPECTION OF THE ABOVE PROPERTY, IT HAS BEEN DETERMINED THAT THE STRUCTURE MEETS THE DEFINITION OF A DANGEROUS AND/OR SUBSTANDARD BUILDING AS SET FORTH IN SECTION 10-61 OF THE MUSKEGON CITY CODE.