

CITY OF MUSKEGON

CITY COMMISSION MEETING

May 13, 2025 @ 5:30 PM

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
- ☐ **PUBLIC HEARINGS:**
 - A. **Brownfield Plan Amendment- 351 W. Western Ave., 351 Phase II, LLC**
Economic Development
 - B. **Neighborhood Enterprise Zone Certificate - 1542 Adams Ave.** Economic Development
 - C. **Neighborhood Enterprise Zone Certificate - 397 Marquette Ave.**
Economic Development
 - D. **Neighborhood Enterprise Zone Certificate - 303 Terrace Point Circle**
Economic Development
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. **Approval of Minutes** City Clerk
 - B. **Sale of 283 & 287 E Walton** Planning
 - C. **Sale of 1067 Sophia** Planning
 - D. **Sale of 444 Adams** Planning
 - E. **Liquid Sodium Hypochlorite Renewal** Public Works

- F. **Contractor selection- 1698 Wood St.** Community & Neighborhood Services
- G. **South Breakwater Pier Gate Lease Amendment** Public Works
- H. **Extension of Partnership Agreement: Boys & Girls Club of the Muskegon Lakeshore** DPW- Parks
- I. **Resolution for Charitable Gaming License - Restoration Restore a Generation** City Clerk
- J. **Fleet Vehicle Replacements** Public Works
- K. **Energy Performance Contract Consultant** Public Works
- L. **Sick Leave Extension for Employee** Public Safety
- M. **Resolution of Support for the Design of Apple Avenue** Public Works
- N. **Resolution of Support for City Ownership of Apple Avenue** Public Works
- O. **Concur with CRC Recommendation** City Clerk
- P. **Resolution for Watch Muskegon Day** Manager's Office

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

► Reminder: Individuals who would like to address the City Commission shall do the following: ► Fill out a request to speak form attached to the agenda or located in the back of the room. ► Submit the form to the City Clerk. ► Be recognized by the Chair. ► Step forward to the microphone. ► State name. ► Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

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

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Brownfield Plan Amendment- 351 W. Western Ave., 351 Phase II, LLC
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development
Brief Summary: 351 Phase II, LLC is requesting consideration of their brownfield plan amendment for the redevelopment project located at 351 West Western Avenue.	
Detailed Summary & Background: The City of Muskegon Brownfield Redevelopment Authority has received a request for approval of a Brownfield Plan Amendment under Act 381 for the 351 Phase II Redevelopment Project. The proposed amendment involves the redevelopment of approximately 0.5 acres of partially improved and vacant land located at the corner of W. Western Ave. and 2nd Street in downtown Muskegon. The project, led by 351 Phase II, LLC, will transform the property into a mixed-use development featuring 64 new residential units (41 studios and 23 one-bedroom units), and approximately 3,112 square feet of first-floor retail space. This addition will enhance the existing Lake View Lofts project, which currently comprises 20 residential units, bringing the total to 84 units. Approximately 50% of the new units (32 units) will be designated for tenants earning 120% of the area median income or less for a period of 30 years. The project is expected to commence in summer/fall 2025 and be completed within a 15-month construction period. The total capital investment is estimated at \$27.7 million. The amendment allows for the use of tax increment financing (TIF) to reimburse the developer for eligible activities totaling \$6,540,560. This includes baseline environmental assessment activities, housing development activities, site preparation, infrastructure improvements, and potential rent loss. The Brownfield Redevelopment Authority's administrative costs are expected to be \$384,333 and \$353,829 for the Local Brownfield Revolving Fund.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types Progress toward completion of ongoing economic development projects <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business	
Amount Requested: N/A	Budgeted Item:

		<table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>☒</td> </tr> </table>				Yes		No		N/A	☒									
Yes		No		N/A	☒															
Fund(s) or Account(s): N/A		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>☒</td> </tr> </table>				Yes		No		N/A	☒									
Yes		No		N/A	☒															
Recommended Motion: I move to close the public hearing and approve the Brownfield Plan Amendment for 351 Phase II, LLC.																				
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>☒</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head	☒		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No			
Immediate Division Head	☒																			
Information Technology																				
Other Division Heads																				
Communication																				
Legal Review																				

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

351 Phase II, LLC (351 West Western Avenue)

County of Muskegon, Michigan

2025-April-8

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 8th day of April, 2025 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

WHEREAS, a Development and Reimbursement Agreement (the "DRA") has been entered into by and among the Authority, the City, and the Developer, outlining the terms and conditions for the reimbursement of eligible activities using Brownfield Tax Increment Financing (TIF) revenue; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Ann Meisch, City Clerk

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on April 8, 2025 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 Meisch, City Clerk

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

Introduction

The purpose of the City of Muskegon Brownfield Redevelopment Authority is to provide financial incentives for economic development projects within the City of Muskegon where environmental contamination, blight, or functional obsolescence create an impediment to redevelopment of property. Inclusion of a project in the Muskegon Brownfield Plan can result in certain eligible activities being financed through tax increment financing. The statutory authorization for Brownfield Authorities and Brownfield tax increment financing are found in Michigan's Public Act 381 of 1996, as amended, the Brownfield Redevelopment Financing Act (Act 381).

What are the advantages of being included in the Muskegon Brownfield Plan?

Tax Increment Financing

Inclusion in the Brownfield Plan allows the developer/business the use of tax increment financing for reimbursement of "eligible activities". These may include:

- 1) *Environmental Response Activities, including Baseline Environmental Assessments, Due Care Activities, and other environmental response activities.*
- 2) *Demolition*
- 3) *Public Infrastructure Improvements*
- 4) *Site Preparation*
- 5) *Lead and Asbestos Abatement*

Do you want to be in the City of Muskegon Brownfield Plan?

First, you need to ask yourself the following questions:

- 1) Is the property where the project proposed a "facility"? ("Facility" is defined by Part 201 of NREPA as property where the concentration of a hazardous substance in soil or groundwater exceeds the applicable Michigan Residential Generic Cleanup Criteria.)
- 2) Is a building on the property where the project is proposed considered "Blighted"? Blighted is defined by Act 381, as property that meets any of the following criteria:
 - a) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
 - b) Is an attractive nuisance to children because of physical condition, use, or occupancy;
 - c) Is a fire hazard or is otherwise dangerous to the safety of persons or property;
 - d) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- 3) Is the property where the project is proposed considered "Functionally Obsolete"? Functionally Obsolete is defined by Act 381, as "unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property." The City would be involved in making this determination through a qualified assessor.

If you answer yes to any of the questions above, the following steps should be taken.

- 1) Contact the City of Muskegon Planning & Economic Development Department to discuss your project and discuss the project feasibility (appropriate development, proper zoning, eligible according to the applicable statute, etc).
- 2) City staff and/or Brownfield Consultant will work with you to discuss project eligibility and to evaluate the Brownfield incentives as they may apply to the proposed project (does it make sense for your company to pursue this incentive, or are other avenues more appropriate?)
- 3) Once the decision is made to proceed to prepare an amendment to the Brownfield Plan, the applicant then files an application to the City to be included in the Muskegon Brownfield Plan (see Fees below). The City staff and/or its Brownfield Consultant, and the applicant will identify the “eligible activities” that may be eligible for reimbursement through tax increment financing. Review and approval of eligible activities by the Michigan Strategic Fund (MSF) and/or the Michigan Department of Environmental Quality (MDEQ) will be required if school operating taxes will be captured for certain eligible activities. The applicant must submit a proposed amendment to the Muskegon Brownfield Plan. After review and discussion with the City staff, the proposed amendment to the Brownfield Plan will be presented to the Brownfield Redevelopment Authority for approval, then to the City Commission for a public hearing.
- 4) If approved by the Muskegon City Commission, the Brownfield Plan will be amended to include the project.
- 5) If eligible activities are identified and approved for reimbursement through tax increment financing, it will be necessary for the developer/business to pay the initial costs for MDEQ “eligible activities” and/or MSF eligible activities. Public infrastructure improvements may have alternative financing mechanisms. Act 381 also authorizes bonding; this is entirely subject to consideration and approval by the City. The financing and reimbursement of “eligible activities” through the Brownfield Plan amendment will be addressed in a Development and Reimbursement Agreement between the City and the Developer/Business.

Fees

There is an administrative fee for inclusion in the City of Muskegon Brownfield Plan. These costs include staff time to review and evaluate the proposed Plan Amendment and Development and Reimbursement Agreement, coordination between the developer/business, consultants, and city preparation of and mailing of notices, etc. **The fee for inclusion in the Brownfield Plan is \$5,000**

Process for Adoption of Brownfield Plan Amendment

- I. Potential Brownfield Plan Amendment Applicant contacts the City of Muskegon Department of Planning and Economic Development regarding the City’s interest in helping to facilitate the proposed brownfield redevelopment project. If the project is **located in the City of Muskegon**, and is a “**facility**” (as defined in Part 201 of the Natural Resources and Environmental Protection Act, Act 451, Public Acts of Michigan, 1994, as amended), or is “**functionally obsolete**” or “**blighted**”, as defined by the Brownfield Redevelopment Financing Act, Act 318 of 1996, as amended, and it appears that the proposed project is consistent with the City’s Master Land Use plan and any associated plan, the developer/business will coordinate with planning staff and/or the City Brownfield Consultant.

- II. The applicant works with the City of Muskegon staff/ Brownfield Consultant and evaluates whether inclusion in the Brownfield Plan is appropriate and beneficial to the proposed development project. If it is, the applicant **prepares and submits a Brownfield Plan Application**, (see Fees above). The Plan Amendment is required to be completed by the applicant and/or their consultant/attorney.
- III. The Applicant works with the City Planning & Economic Development Staff/Brownfield consultant to refine/ modify the Plan Amendment as necessary
- IV. The City schedules a Brownfield Redevelopment Authority (BRA) Meeting. The Brownfield Redevelopment Authority considers a resolution approving the Brownfield Plan Amendment and, if approved, recommends approval to the City Commission.
- V. The Developer/business prepares and submits a Development and Reimbursement Agreement to the City. This is reviewed and negotiated. When finalized, it is presented to the BRA for approval and forwarded to the City Commission for approval.
- VI. The City Commission adopts a resolution providing notice to taxing jurisdictions and applicable State Agencies (MDEA and/or MSF) setting a public hearing (the City Commission meets on the second and fourth Tuesday of each month, agenda items must be prepared by the Tuesday prior to City Commission meeting).
- VII. The City posts a notice of the public hearing. Not less than 10 days prior to the public hearing. The City sends notice of the public hearing to the legislative body of each taxing unit levying taxes subject to capture, as well as the MDEQ for plans including eligible environmental response activities and to the Michigan Strategic Fund (MSF) for plans including eligible non-environmental costs, not less than 10 days prior to the public hearing. The City Commission holds a public hearing on the adoption of the resolution approving the Brownfield Plan (not less than 10 days after sending notice of the proposed Brownfield Plan Amendment to the taxing jurisdictions).
- VIII. If the City Commission approves the Brownfield Plan Amendment, the Developer/Business develops an Act 381 work plan for the “eligible activities”. The Brownfield Authority submits the Act 381 to the appropriate state agency (MDEQ for eligible environmental response activities, MSF for Demolition, Public Infrastructure Improvements, Site Preparation, Lead and Asbestos Abatement) for review and approval.
- IX. The City of Muskegon will notify the County Assessor of the Plan Amendment.

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

This application requests information that may be utilized to amend the "City of Muskegon Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Commission of the City of Muskegon on April 14, 1998. Please complete the information requested below and return to the Planning Department, City of Muskegon. In order to process the application, a fee of \$5,000 is required.

Applicant Information

Company Name (Developer/Business): 351 Phase II LLC

Contact Person and Title: Josh Canale, Manager

Contact Person Mailing Address: 351 W. Western Ave., Apt. 2C
Muskegon, Michigan 49440

Contact Person's Phone Number: (312) 451-6629 Fax No. _____

Contact Person's E-Mail Address: josh@greatlakesdevgroup.com

Project Information

Location of Eligible Property: Corner of W. Western Ave and 2nd Street in downtown Muskegon

Legal Description/Parcel Number: See Exhibit A.

Property Ownership: Owned under Land Contract.

Current Use of Property: Part of the Property is improved with Phase I building with the balance for Phase II being vacant.

Type of Brownfield Amendment Requesting: (Please check all that apply:)

Tax Increment Financing for Eligible Activities X

Is the proposed site a "facility" (as defined by Part 201)? No (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? No (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? No (Please provide supporting information.)

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN AMENDMENT

***351 PHASE II
REDEVELOPMENT PROJECT***

March 6, 2025

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on **February 23, 1998,** as amended, including this Amendment on _____.

Original Plan Approved by the City Commission of the City of Muskegon on **April 14, 1998,** as amended, including this Amendment on _____.

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

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W. XXXXXXXXXXXX	

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”) was 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, Blighted, Historic Resources, or Housing Property. Inclusion of property within this Plan can facilitate financing of environmental response activities, infrastructure improvements, demolition, lead or asbestos abatement, and site preparation activities, and housing development 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(2) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Director of Planning and Economic Development.

II. GENERAL PROVISIONS

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

Any site-specific costs of implementing the 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 Plan were funded by the City’s general fund. Subsequent amendments to the Plan may be funded by the person requesting

inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

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

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

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

B. Summary of the Eligible Activities Proposed for Eligible Property (Section 13(2)(b))

The site-specific sections of the Plan will outline the eligible activities proposed for each eligible property. Site-specific eligible activities may include any eligible activity allowed under Act 381.

C. Estimate of the Captured Taxable Value and Tax Increment Revenues for Each Year of the Plan from Eligible Property (Section 13(2)(c))

The site-specific sections of the Plan will outline the estimated captured taxable value and tax increment revenues for each year generated from the eligible property. Capture may include the use of part or all of the captured taxable value, including deposits into the local brownfield revolving fund. Capture will be allowed to the extent authorized under Act 381.

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

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

E. Proposed Beginning Date and Duration of the Brownfield Plan (Section 13(2)(f))

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

F. Estimate of Future Tax Revenues of all Taxing Jurisdictions (Section 13(2)(g))

The site-specific sections of the Plan will outline the future tax revenues of all taxing jurisdictions with the inclusion of a tax increment financing table highlighted the projected revenues in accordance with Act 381.

G. Legal Description of the Eligible Property (Section 13(2)(h))

The site-specific sections of the Plan will outline the eligible property included in the Plan in accordance with Act 381.

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

The site-specific section of the Plan will address these criteria if they are present at the time of amendment consideration to the Plan.

I. Local Brownfield Revolving Fund (Section 8; Section 13(5)(b))

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

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

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

III. SITE SPECIFIC PROVISIONS

XX. 351 PHASE II REDEVELOPMENT PROJECT

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

Project Description

The *eligible property* comprising the 351 Phase II Redevelopment Project included in this Plan is approximately 0.5 acres of partially improved and vacant land located at the corner of W. Western Ave. and 2nd Street in downtown Muskegon, Michigan (see Attachment A-1). The parcel numbers/legal description of the *eligible property* are:

Parcel #61-24-233-000-0007-01; Legal description as follows:

CITY OF MUSKEGON DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO 1 A SITE CONDOMINIUM UNIT 7A

Parcel #61-24-233-000-0007-02; Legal description as follows:

CITY OF MUSKEGON DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO 1 A SITE CONDOMINIUM UNIT 7B

Parcel #61-24-233-000-0007-03; Legal description as follows:

CITY OF MUSKEGON DOWNTOWN MUSKEGON DEVELOPMENT CENTER NO 1 A SITE CONDOMINIUM UNIT 7C

The *eligible property* includes all real and new taxable personal property.

351 Phase II, LLC (the “Developer”) will redevelop two of the remaining vacant parcels of the former Muskegon Mall property located at the corner of W. Western Ave. and 2nd Street in downtown Muskegon (the “Property”) into a mixed-use project with residential and first-floor retail space (the “Project”). The Project will include department specific activities (i.e. baseline environmental assessment activities) and housing development activities to support development of a new mixed-use development at the Property.

The Project involves the construction of a new five (5) story mixed-use addition to the original Lake View Lofts project and includes a mix of studio and one-bedroom units with approximately 3,112 square feet of first floor retail space with residential units above located at the corner of W. Western Ave. and 2nd Street. In total, the Project will include sixty-four (64) new residential units (adding to the existing twenty (20) units for a total of 84 units), consisting of forty-one (41) studios and twenty-three (23) one-bedroom units. The Developer is seeking to utilize the new Housing TIF program and intends to designate fifty percent (50%) of the new units (32 units) for tenants earning 120% area median income or less for a period of thirty (30) years. The Project will facilitate the development of housing projected to be rented to households earning 120% of the area median income or less, of which there is a demand for 698 units by 2027 as identified by the City of Muskegon Housing Needs Assessment, linked below:

<https://muskegon-mi.gov/cresources/Muskegon-Housing-Needs-Assessment-23-27.pdf>

The Project is expected to include construction of new covered parking that will support the housing. The Project is expected to commence in summer/fall 2025 and be completed over a 15-month construction period. Total capital investment is estimated at approximately \$27.7 million. A proposed site plan is included in Attachment A-2.

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

Developer will seek tax increment financing (“TIF”) from available local taxes and state school taxes, as applicable, for eligible activities conducted on the Property, including *department specific activities (i.e. baseline environmental assessment activities) and housing development activities*. The chart below presents estimated costs of the eligible activities for the Project that qualify for TIF reimbursement.

Eligible Activities

Baseline Environmental Assessment Activities	\$ 33,000
Housing Development Activities	
- Infrastructure Improvements	\$ 860,000
- Site Preparation	\$ 75,000
- Potential Rent Loss	<u>\$ 5,542,560</u>

<i>Sub-total</i>	\$ 6,510,560
Brownfield Plan/Work Plan Preparation and Development	\$ 30,000
Total Eligible Activities to be paid for under this Plan	<u>\$ 6,540,560</u>

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

1. Department Specific Activities. Costs associated with due diligence for acquisition of the Property, including Phase I & II Environmental Site Assessment preparation costs.
2. Housing Development Activities. Housing development activities include financing gap support (i.e. potential rent loss) that supports delivery of attainable housing, site preparation to support housing property, and infrastructure improvements to support housing property. See Attachment A-4 for Housing Subsidy Calculation.
3. 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 future tax increment revenues, which includes the impact on the taxing jurisdictions, is attached as Attachment A-3.

The cost to conduct the Project eligible activities included in this Plan will be initially provided by 351 Phase II, 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 ("DDA TIF Plan") has priority for capture of incremental property tax capture from the Property. The Project has requested support from the DDA to waive its capture so the Authority may capture 100% of the available *captured taxable value* from the Property to reimburse the developer for *eligible activities* incurred for the Project. This Plan assumes 100% capture of the captured taxable value generated from the Project. No advances via bond or notes will be made from the City for this Plan.

Basis of Eligibility:

The Property is considered "Housing Property" under Act 381. Therefore, the Property is considered "Eligible Property" under Act 381 of 1996, as amended.

Effective Date of Inclusion in Brownfield Plan and Duration of Capture (Sec. 13(2)(f) and Sec. 13b(16))

The 351 Phase II Redevelopment Project was added to the Plan upon adoption of this Plan Amendment by the City of Muskegon City Commission. The proposed beginning date and duration of capture will commence in 2027 and reimbursement will continue until the earlier of full reimbursement or through taxes captured from the 2056 tax year, plus up to five (5) years of capture for deposit into the Fund, if available.

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))

The portion of the Property the expansion will take place on is vacant and does not currently have anyone residing on it. Therefore, the Project will not result in any displacement of individuals. This Section is inapplicable as the Plan will not displace anyone.

A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This Section is inapplicable as the Plan will not displace anyone.

Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and other reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This Section is inapplicable as the Plan will not displace anyone.

A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

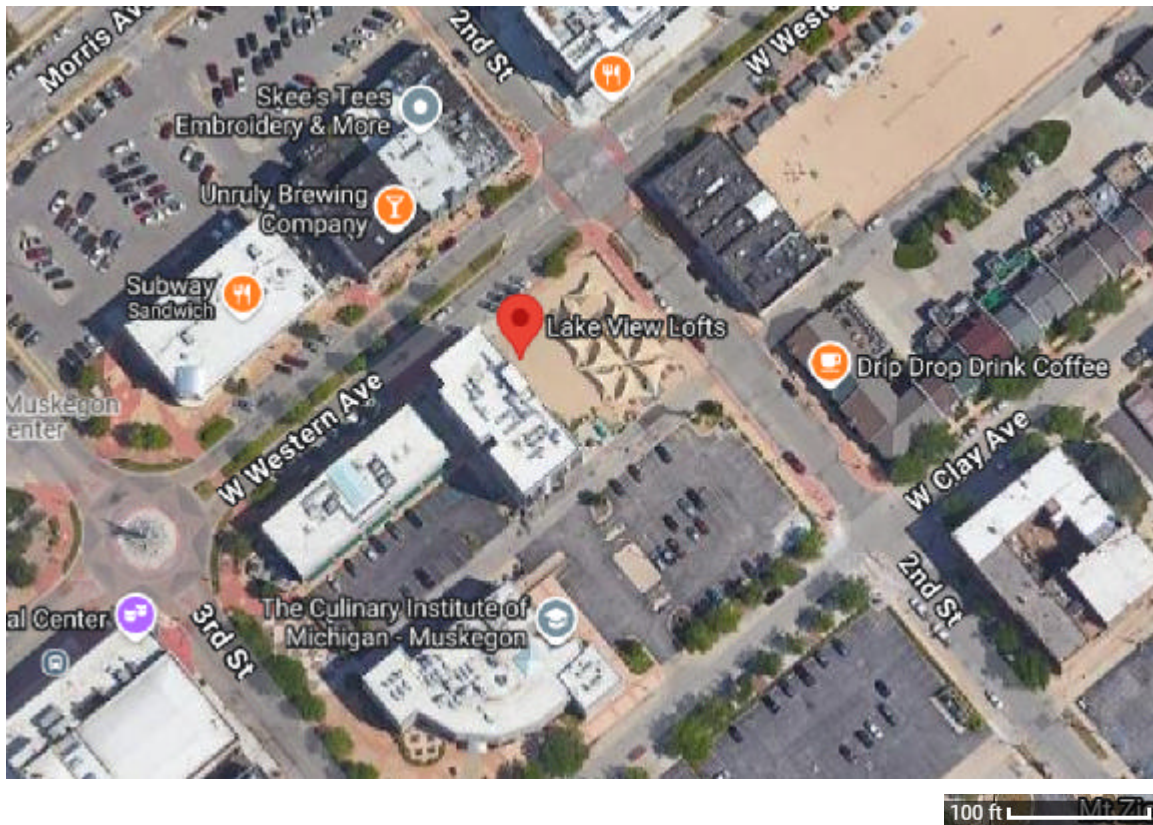
This Section is inapplicable as the Plan will not displace anyone.

**Other material that the Authority or the City Council considers pertinent.
(MCLA 125.2663(2)(m))**

The Project will provide new much-needed attainable and market rate housing, as well as providing long-term increased property tax base to the City of Muskegon. The Project will redevelop two vacant parcels in downtown Muskegon at the site of the former Muskegon Mall.

ATTACHMENT A-1

SITE MAP



ATTACHMENT A-2

PROPOSED SITE PLAN

ATTACHMENT A-3

TAX INCREMENT FINANCING TABLE

Tax Increment Revenue Capture Estimates - Commercial (Phase I)
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:		2% per year	Commercial Facilities Exemption																	
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Base Taxable Value		\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200
Estimated New TV		\$ 352,200	\$ 352,200	\$ 359,244	\$ 366,429	\$ 373,757	\$ 381,233	\$ 388,857	\$ 396,634	\$ 404,567	\$ 412,658	\$ 420,912	\$ 429,330	\$ 437,916	\$ 446,675	\$ 455,608	\$ 464,720	\$ 474,015	\$ 483,495	\$ 493,165
Incremental Difference (New TV - Base TV)		\$ -	\$ -	\$ 7,044	\$ 14,229	\$ 21,557	\$ 29,033	\$ 36,657	\$ 44,434	\$ 52,367	\$ 60,458	\$ 68,712	\$ 77,130	\$ 85,716	\$ 94,475	\$ 103,408	\$ 112,520	\$ 121,815	\$ 131,295	\$ 140,965

School Capture		Millage Rate																			
State Education Tax (SET)		6.0000	\$ -	\$ -	\$ 42	\$ 85	\$ 129	\$ 174	\$ 220	\$ 267	\$ 314	\$ 363	\$ 412	\$ 463	\$ 514	\$ 567	\$ 620	\$ 675	\$ 731	\$ 788	\$ 846
School Operating Tax		18.0000	\$ -	\$ -	\$ 127	\$ 256	\$ 388	\$ 523	\$ 660	\$ 800	\$ 943	\$ 1,088	\$ 1,237	\$ 1,388	\$ 1,543	\$ 1,701	\$ 1,861	\$ 2,025	\$ 2,193	\$ 2,363	\$ 2,537
School Total		24.0000	\$ -	\$ -	\$ 169	\$ 341	\$ 517	\$ 697	\$ 880	\$ 1,066	\$ 1,257	\$ 1,451	\$ 1,649	\$ 1,851	\$ 2,057	\$ 2,267	\$ 2,482	\$ 2,700	\$ 2,924	\$ 3,151	\$ 3,383

Local Capture		Millage Rate																			
County Operating		5.6097	\$ -	\$ -	\$ 40	\$ 80	\$ 121	\$ 163	\$ 206	\$ 249	\$ 294	\$ 339	\$ 385	\$ 433	\$ 481	\$ 530	\$ 580	\$ 631	\$ 683	\$ 737	\$ 791
City Operating		9.8554	\$ -	\$ -	\$ 69	\$ 140	\$ 212	\$ 286	\$ 361	\$ 438	\$ 516	\$ 596	\$ 677	\$ 760	\$ 845	\$ 931	\$ 1,019	\$ 1,109	\$ 1,201	\$ 1,294	\$ 1,389
City Sanitation		2.9364	\$ -	\$ -	\$ 21	\$ 42	\$ 63	\$ 85	\$ 108	\$ 130	\$ 154	\$ 178	\$ 202	\$ 226	\$ 252	\$ 277	\$ 304	\$ 330	\$ 358	\$ 386	\$ 414
Hackley Library		2.3516	\$ -	\$ -	\$ 17	\$ 33	\$ 51	\$ 68	\$ 86	\$ 104	\$ 123	\$ 142	\$ 162	\$ 181	\$ 202	\$ 222	\$ 243	\$ 265	\$ 286	\$ 309	\$ 331
County Veterans		0.0739	\$ -	\$ -	\$ 1	\$ 1	\$ 2	\$ 2	\$ 3	\$ 3	\$ 4	\$ 4	\$ 5	\$ 6	\$ 6	\$ 7	\$ 8	\$ 8	\$ 9	\$ 10	\$ 10
Senior Citizens Svc		0.4921	\$ -	\$ -	\$ 3	\$ 7	\$ 11	\$ 14	\$ 18	\$ 22	\$ 26	\$ 30	\$ 34	\$ 38	\$ 42	\$ 46	\$ 51	\$ 55	\$ 60	\$ 65	\$ 69
Central Dispatch		0.2952	\$ -	\$ -	\$ 2	\$ 4	\$ 6	\$ 9	\$ 11	\$ 13	\$ 15	\$ 18	\$ 20	\$ 23	\$ 25	\$ 28	\$ 31	\$ 33	\$ 36	\$ 39	\$ 42
Comm College		2.1693	\$ -	\$ -	\$ 15	\$ 31	\$ 47	\$ 63	\$ 80	\$ 96	\$ 114	\$ 131	\$ 149	\$ 167	\$ 186	\$ 205	\$ 224	\$ 244	\$ 264	\$ 285	\$ 306
MAISD		4.6773	\$ -	\$ -	\$ 33	\$ 67	\$ 101	\$ 136	\$ 171	\$ 208	\$ 245	\$ 283	\$ 321	\$ 361	\$ 401	\$ 442	\$ 484	\$ 526	\$ 570	\$ 614	\$ 659
City Museum		0.3169	\$ -	\$ -	\$ 2	\$ 5	\$ 7	\$ 9	\$ 12	\$ 14	\$ 17	\$ 19	\$ 22	\$ 24	\$ 27	\$ 30	\$ 33	\$ 36	\$ 39	\$ 42	\$ 45
Local Total		28.7778	\$ -	\$ -	\$ 203	\$ 409	\$ 620	\$ 835	\$ 1,055	\$ 1,279	\$ 1,507	\$ 1,740	\$ 1,977	\$ 2,220	\$ 2,467	\$ 2,719	\$ 2,976	\$ 3,238	\$ 3,506	\$ 3,778	\$ 4,057

Non-Capturable Millages		Millage Rate																			
Hackley Debt		0.4999	\$ -	\$ -	\$ 4	\$ 7	\$ 11	\$ 15	\$ 18	\$ 22	\$ 26	\$ 30	\$ 34	\$ 39	\$ 43	\$ 47	\$ 52	\$ 56	\$ 61	\$ 66	\$ 70
MPS Debt 2020		0.0500	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7	\$ 7
MPS Debt 2021		7.7000	\$ -	\$ -	\$ 54	\$ 110	\$ 166	\$ 224	\$ 282	\$ 342	\$ 403	\$ 466	\$ 529	\$ 594	\$ 660	\$ 727	\$ 796	\$ 866	\$ 938	\$ 1,011	\$ 1,085
Comm College Debt		0.2700	\$ -	\$ -	\$ 2	\$ 4	\$ 6	\$ 8	\$ 10	\$ 12	\$ 14	\$ 16	\$ 19	\$ 21	\$ 23	\$ 26	\$ 28	\$ 30	\$ 33	\$ 35	\$ 38
MPS Sinking Fund		0.9712	\$ -	\$ -	\$ 7	\$ 14	\$ 21	\$ 28	\$ 36	\$ 43	\$ 51	\$ 59	\$ 67	\$ 75	\$ 83	\$ 92	\$ 100	\$ 109	\$ 118	\$ 128	\$ 137
Total Non-Capturable Taxes		9.4911	\$ -	\$ -	\$ 67	\$ 135	\$ 205	\$ 276	\$ 348	\$ 422	\$ 497	\$ 574	\$ 652	\$ 732	\$ 814	\$ 897	\$ 981	\$ 1,068	\$ 1,156	\$ 1,246	\$ 1,338

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ 372 \$ 751 \$ 1,138 \$ 1,532 \$ 1,935 \$ 2,345 \$ 2,764 \$ 3,191 \$ 3,626 \$ 4,071 \$ 4,524 \$ 4,986 \$ 5,458 \$ 5,939 \$ 6,429 \$ 6,929 \$ 7,440

Footnotes:
Assumes millages rates remain the same

Tax Increment Revenue Capture Estimates - Commercial (Phase I)
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
	Calendar Year	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
Base Taxable Value	\$	352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200	\$ 352,200
Estimated New TV	\$	503,028	\$ 513,089	\$ 523,351	\$ 533,818	\$ 544,494	\$ 555,384	\$ 566,492	\$ 577,821	\$ 589,378	\$ 601,165	\$ 613,189	\$ 625,452	\$ 637,962	\$ 637,962
Incremental Difference (New TV - Base TV)	\$	150,828	\$ 160,889	\$ 171,151	\$ 181,618	\$ 192,294	\$ 203,184	\$ 214,292	\$ 225,621	\$ 237,178	\$ 248,965	\$ 260,989	\$ 273,252	\$ 285,762	\$ 285,762
School Capture	Millage Rate														
State Education Tax (SET)	6.0000	\$ 905	\$ 965	\$ 1,027	\$ 1,090	\$ 1,154	\$ 1,219	\$ 1,286	\$ 1,354	\$ 1,423	\$ 1,494	\$ 1,566	\$ 1,640	\$ 1,715	\$ 24,047
School Operating Tax	18.0000	\$ 2,715	\$ 2,896	\$ 3,081	\$ 3,269	\$ 3,461	\$ 3,657	\$ 3,857	\$ 4,061	\$ 4,269	\$ 4,481	\$ 4,698	\$ 4,919	\$ 5,144	\$ 72,141
School Total	24.0000	\$ 3,620	\$ 3,861	\$ 4,108	\$ 4,359	\$ 4,615	\$ 4,876	\$ 5,143	\$ 5,415	\$ 5,692	\$ 5,975	\$ 6,264	\$ 6,558	\$ 6,858	\$ 96,188
Local Capture	Millage Rate														
County Operating	5.6097	\$ 846	\$ 903	\$ 960	\$ 1,019	\$ 1,079	\$ 1,140	\$ 1,202	\$ 1,266	\$ 1,330	\$ 1,397	\$ 1,464	\$ 1,533	\$ 1,603	\$ 22,483
City Operating	9.8554	\$ 1,486	\$ 1,586	\$ 1,687	\$ 1,790	\$ 1,895	\$ 2,002	\$ 2,112	\$ 2,224	\$ 2,337	\$ 2,454	\$ 2,572	\$ 2,693	\$ 2,816	\$ 39,499
City Sanitation	2.9364	\$ 443	\$ 472	\$ 503	\$ 533	\$ 565	\$ 597	\$ 629	\$ 663	\$ 696	\$ 731	\$ 766	\$ 802	\$ 839	\$ 11,769
Hackley Library	2.3516	\$ 355	\$ 378	\$ 402	\$ 427	\$ 452	\$ 478	\$ 504	\$ 531	\$ 558	\$ 585	\$ 614	\$ 643	\$ 672	\$ 9,425
County Veterans	0.0739	\$ 11	\$ 12	\$ 13	\$ 13	\$ 14	\$ 15	\$ 16	\$ 17	\$ 18	\$ 18	\$ 19	\$ 20	\$ 21	\$ 296
Senior Citizens Svc	0.4921	\$ 74	\$ 79	\$ 84	\$ 89	\$ 95	\$ 100	\$ 105	\$ 111	\$ 117	\$ 123	\$ 128	\$ 134	\$ 141	\$ 1,972
Central Dispatch	0.2952	\$ 45	\$ 47	\$ 51	\$ 54	\$ 57	\$ 60	\$ 63	\$ 67	\$ 70	\$ 73	\$ 77	\$ 81	\$ 84	\$ 1,183
Comm College	2.1693	\$ 327	\$ 349	\$ 371	\$ 394	\$ 417	\$ 441	\$ 465	\$ 489	\$ 515	\$ 540	\$ 566	\$ 593	\$ 620	\$ 8,694
MAISD	4.6773	\$ 705	\$ 753	\$ 801	\$ 849	\$ 899	\$ 950	\$ 1,002	\$ 1,055	\$ 1,109	\$ 1,164	\$ 1,221	\$ 1,278	\$ 1,337	\$ 18,746
City Museum	0.3169	\$ 48	\$ 51	\$ 54	\$ 58	\$ 61	\$ 64	\$ 68	\$ 71	\$ 75	\$ 79	\$ 83	\$ 87	\$ 91	\$ 1,270
Local Total	28.7778	\$ 4,341	\$ 4,630	\$ 4,925	\$ 5,227	\$ 5,534	\$ 5,847	\$ 6,167	\$ 6,493	\$ 6,825	\$ 7,165	\$ 7,511	\$ 7,864	\$ 8,224	\$ 115,337
Non-Capturable Millages	Millage Rate														
Hackley Debt	0.4999	\$ 75	\$ 80	\$ 86	\$ 91	\$ 96	\$ 102	\$ 107	\$ 113	\$ 119	\$ 124	\$ 130	\$ 137	\$ 143	\$ 2,004
MPS Debt 2020	0.0500	\$ 8	\$ 8	\$ 9	\$ 9	\$ 10	\$ 10	\$ 11	\$ 11	\$ 12	\$ 12	\$ 13	\$ 14	\$ 14	\$ 200
MPS Debt 2021	7.7000	\$ 1,161	\$ 1,239	\$ 1,318	\$ 1,398	\$ 1,481	\$ 1,565	\$ 1,650	\$ 1,737	\$ 1,826	\$ 1,917	\$ 2,010	\$ 2,104	\$ 2,200	\$ 30,860
Comm College Debt	0.2700	\$ 41	\$ 43	\$ 46	\$ 49	\$ 52	\$ 55	\$ 58	\$ 61	\$ 64	\$ 67	\$ 70	\$ 74	\$ 77	\$ 1,082
MPS Sinking Fund	0.9712	\$ 146	\$ 156	\$ 166	\$ 176	\$ 187	\$ 197	\$ 208	\$ 219	\$ 230	\$ 242	\$ 253	\$ 265	\$ 278	\$ 3,892
Total Non-Capturable Taxes	9.4911	\$ 1,432	\$ 1,527	\$ 1,624	\$ 1,724	\$ 1,825	\$ 1,928	\$ 2,034	\$ 2,141	\$ 2,251	\$ 2,363	\$ 2,477	\$ 2,593	\$ 2,712	\$ 38,039
Total Tax Increment Revenue (TIR) Available for Capture	\$	7,960	\$ 8,491	\$ 9,033	\$ 9,585	\$ 10,149	\$ 10,724	\$ 11,310	\$ 11,908	\$ 12,518	\$ 13,140	\$ 13,774	\$ 14,422	\$ 15,082	\$ 211,525

Footnotes:
Assumes millages rates remain the same

Tax Increment Revenue Capture Estimates - Commercial (Phase II)
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:		2% per year																		
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Base Taxable Value	\$	12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965
Estimated New TV	\$	12,965	\$ 12,965	\$ 328,020	\$ 334,580	\$ 341,272	\$ 348,097	\$ 355,059	\$ 362,161	\$ 369,404	\$ 376,792	\$ 384,328	\$ 392,014	\$ 399,855	\$ 407,852	\$ 416,009	\$ 424,329	\$ 432,815	\$ 441,472	\$ 450,301
Incremental Difference (New TV - Base TV)	\$	-	\$ -	\$ 315,055	\$ 321,615	\$ 328,307	\$ 335,132	\$ 342,094	\$ 349,196	\$ 356,439	\$ 363,827	\$ 371,363	\$ 379,049	\$ 386,890	\$ 394,887	\$ 403,044	\$ 411,364	\$ 419,850	\$ 428,507	\$ 437,336

School Capture		Millage Rate																		
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 1,890	\$ 1,930	\$ 1,970	\$ 2,011	\$ 2,053	\$ 2,095	\$ 2,139	\$ 2,183	\$ 2,228	\$ 2,274	\$ 2,321	\$ 2,369	\$ 2,418	\$ 2,468	\$ 2,519	\$ 2,571	\$ 2,624
School Operating Tax	18.0000	\$ -	\$ -	\$ 5,671	\$ 5,789	\$ 5,910	\$ 6,032	\$ 6,158	\$ 6,286	\$ 6,416	\$ 6,549	\$ 6,685	\$ 6,823	\$ 6,964	\$ 7,108	\$ 7,255	\$ 7,405	\$ 7,557	\$ 7,713	\$ 7,872
School Total	24.0000	\$ -	\$ -	\$ 7,561	\$ 7,719	\$ 7,879	\$ 8,043	\$ 8,210	\$ 8,381	\$ 8,555	\$ 8,732	\$ 8,913	\$ 9,097	\$ 9,285	\$ 9,477	\$ 9,673	\$ 9,873	\$ 10,076	\$ 10,284	\$ 10,496

Local Capture		Millage Rate																		
County Operating	5.6097	\$ -	\$ -	\$ 1,767	\$ 1,804	\$ 1,842	\$ 1,880	\$ 1,919	\$ 1,959	\$ 2,000	\$ 2,041	\$ 2,083	\$ 2,126	\$ 2,170	\$ 2,215	\$ 2,261	\$ 2,308	\$ 2,355	\$ 2,404	\$ 2,453
City Operating	9.8554	\$ -	\$ -	\$ 3,105	\$ 3,170	\$ 3,236	\$ 3,303	\$ 3,371	\$ 3,441	\$ 3,513	\$ 3,586	\$ 3,660	\$ 3,736	\$ 3,813	\$ 3,892	\$ 3,972	\$ 4,054	\$ 4,138	\$ 4,223	\$ 4,310
City Sanitation	2.9364	\$ -	\$ -	\$ 925	\$ 944	\$ 964	\$ 984	\$ 1,005	\$ 1,025	\$ 1,047	\$ 1,068	\$ 1,090	\$ 1,113	\$ 1,136	\$ 1,160	\$ 1,183	\$ 1,208	\$ 1,233	\$ 1,258	\$ 1,284
Hackley Library	2.3516	\$ -	\$ -	\$ 741	\$ 756	\$ 772	\$ 788	\$ 804	\$ 821	\$ 838	\$ 856	\$ 873	\$ 891	\$ 910	\$ 929	\$ 948	\$ 967	\$ 987	\$ 1,008	\$ 1,028
County Veterans	0.0739	\$ -	\$ -	\$ 23	\$ 24	\$ 24	\$ 25	\$ 25	\$ 26	\$ 26	\$ 27	\$ 27	\$ 28	\$ 29	\$ 29	\$ 30	\$ 30	\$ 31	\$ 32	\$ 32
Senior Citizens Svc	0.4921	\$ -	\$ -	\$ 155	\$ 158	\$ 162	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 183	\$ 187	\$ 190	\$ 194	\$ 198	\$ 202	\$ 207	\$ 211	\$ 215
Central Dispatch	0.2952	\$ -	\$ -	\$ 93	\$ 95	\$ 97	\$ 99	\$ 101	\$ 103	\$ 105	\$ 107	\$ 110	\$ 112	\$ 114	\$ 117	\$ 119	\$ 121	\$ 124	\$ 126	\$ 129
Comm College	2.1693	\$ -	\$ -	\$ 683	\$ 698	\$ 712	\$ 727	\$ 742	\$ 758	\$ 773	\$ 789	\$ 806	\$ 822	\$ 839	\$ 857	\$ 874	\$ 892	\$ 911	\$ 930	\$ 949
MAISD	4.6773	\$ -	\$ -	\$ 1,474	\$ 1,504	\$ 1,536	\$ 1,568	\$ 1,600	\$ 1,633	\$ 1,667	\$ 1,702	\$ 1,737	\$ 1,773	\$ 1,810	\$ 1,847	\$ 1,885	\$ 1,924	\$ 1,964	\$ 2,004	\$ 2,046
City Museum	0.3169	\$ -	\$ -	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 111	\$ 113	\$ 115	\$ 118	\$ 120	\$ 123	\$ 125	\$ 128	\$ 130	\$ 133	\$ 136	\$ 139
Local Total	28.7778	\$ -	\$ -	\$ 9,067	\$ 9,255	\$ 9,448	\$ 9,644	\$ 9,845	\$ 10,049	\$ 10,258	\$ 10,470	\$ 10,687	\$ 10,908	\$ 11,134	\$ 11,364	\$ 11,599	\$ 11,838	\$ 12,082	\$ 12,331	\$ 12,586

Non-Capturable Millages		Millage Rate																		
Hackley Debt	0.4999	\$ -	\$ -	\$ 157	\$ 161	\$ 164	\$ 168	\$ 171	\$ 175	\$ 178	\$ 182	\$ 186	\$ 189	\$ 193	\$ 197	\$ 201	\$ 206	\$ 210	\$ 214	\$ 219
MPS Debt 2020	0.0500	\$ -	\$ -	\$ 16	\$ 16	\$ 16	\$ 17	\$ 17	\$ 17	\$ 18	\$ 18	\$ 19	\$ 19	\$ 19	\$ 20	\$ 20	\$ 21	\$ 21	\$ 21	\$ 22
MPS Debt 2021	7.7000	\$ -	\$ -	\$ 2,426	\$ 2,476	\$ 2,528	\$ 2,581	\$ 2,634	\$ 2,689	\$ 2,745	\$ 2,801	\$ 2,859	\$ 2,919	\$ 2,979	\$ 3,041	\$ 3,103	\$ 3,168	\$ 3,233	\$ 3,300	\$ 3,367
Comm College Debt	0.2700	\$ -	\$ -	\$ 85	\$ 87	\$ 89	\$ 90	\$ 92	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 107	\$ 109	\$ 111	\$ 113	\$ 116	\$ 118
MPS Sinking Fund	0.9712	\$ -	\$ -	\$ 306	\$ 312	\$ 319	\$ 325	\$ 332	\$ 339	\$ 346	\$ 353	\$ 361	\$ 368	\$ 376	\$ 384	\$ 391	\$ 400	\$ 408	\$ 416	\$ 425
Total Non-Capturable Taxes	9.4911	\$ -	\$ -	\$ 2,990	\$ 3,052	\$ 3,116	\$ 3,181	\$ 3,247	\$ 3,314	\$ 3,383	\$ 3,453	\$ 3,525	\$ 3,598	\$ 3,672	\$ 3,748	\$ 3,825	\$ 3,904	\$ 3,985	\$ 4,067	\$ 4,151

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ 16,628 \$ 16,974 \$ 17,327 \$ 17,688 \$ 18,055 \$ 18,430 \$ 18,812 \$ 19,202 \$ 19,600 \$ 20,005 \$ 20,419 \$ 20,841 \$ 21,272 \$ 21,711 \$ 22,159 \$ 22,616 \$ 23,082

Footnotes:
Assumes millages rates remain the same

Tax Increment Revenue Capture Estimates - Commercial (Phase II)
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
	Calendar Year	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
Base Taxable Value	\$	12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965	\$ 12,965
Estimated New TV	\$	459,307	\$ 468,493	\$ 477,863	\$ 487,420	\$ 497,169	\$ 507,112	\$ 517,254	\$ 527,600	\$ 538,152	\$ 548,915	\$ 559,893	\$ 571,091	\$ 582,513	\$ 582,513
Incremental Difference (New TV - Base TV)	\$	446,342	\$ 455,528	\$ 464,898	\$ 474,455	\$ 484,204	\$ 494,147	\$ 504,289	\$ 514,635	\$ 525,187	\$ 535,950	\$ 546,928	\$ 558,126	\$ 569,548	\$ 569,548
School Capture	Millage Rate														
State Education Tax (SET)	6.0000	\$	2,678	\$ 2,733	\$ 2,789	\$ 2,847	\$ 2,905	\$ 2,965	\$ 3,026	\$ 3,088	\$ 3,151	\$ 3,216	\$ 3,282	\$ 3,349	\$ 3,417
School Operating Tax	18.0000	\$	8,034	\$ 8,200	\$ 8,368	\$ 8,540	\$ 8,716	\$ 8,895	\$ 9,077	\$ 9,263	\$ 9,453	\$ 9,647	\$ 9,845	\$ 10,046	\$ 10,252
School Total	24.0000	\$	10,712	\$ 10,933	\$ 11,158	\$ 11,387	\$ 11,621	\$ 11,860	\$ 12,103	\$ 12,351	\$ 12,604	\$ 12,863	\$ 13,126	\$ 13,395	\$ 13,669
Local Capture	Millage Rate														
County Operating	5.6097	\$	2,504	\$ 2,555	\$ 2,608	\$ 2,662	\$ 2,716	\$ 2,772	\$ 2,829	\$ 2,887	\$ 2,946	\$ 3,007	\$ 3,068	\$ 3,131	\$ 3,195
City Operating	9.8554	\$	4,399	\$ 4,489	\$ 4,582	\$ 4,676	\$ 4,772	\$ 4,870	\$ 4,970	\$ 5,072	\$ 5,176	\$ 5,282	\$ 5,390	\$ 5,501	\$ 5,613
City Sanitation	2.9364	\$	1,311	\$ 1,338	\$ 1,365	\$ 1,393	\$ 1,422	\$ 1,451	\$ 1,481	\$ 1,511	\$ 1,542	\$ 1,574	\$ 1,606	\$ 1,639	\$ 1,672
Hackley Library	2.3516	\$	1,050	\$ 1,071	\$ 1,093	\$ 1,116	\$ 1,139	\$ 1,162	\$ 1,186	\$ 1,210	\$ 1,235	\$ 1,260	\$ 1,286	\$ 1,312	\$ 1,339
County Veterans	0.0739	\$	33	\$ 34	\$ 34	\$ 35	\$ 36	\$ 37	\$ 37	\$ 38	\$ 39	\$ 40	\$ 40	\$ 41	\$ 42
Senior Citizens Svc	0.4921	\$	220	\$ 224	\$ 229	\$ 233	\$ 238	\$ 243	\$ 248	\$ 253	\$ 258	\$ 264	\$ 269	\$ 275	\$ 280
Central Dispatch	0.2952	\$	132	\$ 134	\$ 137	\$ 140	\$ 143	\$ 146	\$ 149	\$ 152	\$ 155	\$ 158	\$ 161	\$ 165	\$ 168
Comm College	2.1693	\$	968	\$ 988	\$ 1,009	\$ 1,029	\$ 1,050	\$ 1,072	\$ 1,094	\$ 1,116	\$ 1,139	\$ 1,163	\$ 1,186	\$ 1,211	\$ 1,236
MAISD	4.6773	\$	2,088	\$ 2,131	\$ 2,174	\$ 2,219	\$ 2,265	\$ 2,311	\$ 2,359	\$ 2,407	\$ 2,456	\$ 2,507	\$ 2,558	\$ 2,611	\$ 2,664
City Museum	0.3169	\$	141	\$ 144	\$ 147	\$ 150	\$ 153	\$ 157	\$ 160	\$ 163	\$ 166	\$ 170	\$ 173	\$ 177	\$ 180
Local Total	28.7778	\$	12,845	\$ 13,109	\$ 13,379	\$ 13,654	\$ 13,934	\$ 14,220	\$ 14,512	\$ 14,810	\$ 15,114	\$ 15,423	\$ 15,739	\$ 16,062	\$ 16,390
Non-Capturable Millages	Millage Rate														
Hackley Debt	0.4999	\$	223	\$ 228	\$ 232	\$ 237	\$ 242	\$ 247	\$ 252	\$ 257	\$ 263	\$ 268	\$ 273	\$ 279	\$ 285
MPS Debt 2020	0.0500	\$	22	\$ 23	\$ 23	\$ 24	\$ 24	\$ 25	\$ 25	\$ 26	\$ 26	\$ 27	\$ 27	\$ 28	\$ 28
MPS Debt 2021	7.7000	\$	3,437	\$ 3,508	\$ 3,580	\$ 3,653	\$ 3,728	\$ 3,805	\$ 3,883	\$ 3,963	\$ 4,044	\$ 4,127	\$ 4,211	\$ 4,298	\$ 4,386
Comm College Debt	0.2700	\$	121	\$ 123	\$ 126	\$ 128	\$ 131	\$ 133	\$ 136	\$ 139	\$ 142	\$ 145	\$ 148	\$ 151	\$ 154
MPS Sinking Fund	0.9712	\$	433	\$ 442	\$ 452	\$ 461	\$ 470	\$ 480	\$ 490	\$ 500	\$ 510	\$ 521	\$ 531	\$ 542	\$ 553
Total Non-Capturable Taxes	9.4911	\$	4,236	\$ 4,323	\$ 4,412	\$ 4,503	\$ 4,596	\$ 4,690	\$ 4,786	\$ 4,884	\$ 4,985	\$ 5,087	\$ 5,191	\$ 5,297	\$ 5,406
Total Tax Increment Revenue (TIR) Available for Capture	\$	23,557	\$ 24,042	\$ 24,536	\$ 25,041	\$ 25,555	\$ 26,080	\$ 26,615	\$ 27,161	\$ 27,718	\$ 28,286	\$ 28,866	\$ 29,457	\$ 30,059	\$ 681,794

Footnotes:
Assumes millages rates remain the same

Tax Increment Revenue Capture Estimates - Residential Phase I																					
Lake View Lofts																					
Muskegon, Michigan																					
March 6, 2025																					
Estimated Taxable Value (TV) Increase Rate:		2% per year	NEZ Term						Phase Out												
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	
Base Taxable Value	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	
Estimated New TV	\$ 1,118,900	\$ 1,141,278	\$ 1,164,104	\$ 1,187,386	\$ 1,211,133	\$ 1,235,356	\$ 1,260,063	\$ 1,285,264	\$ 1,310,970	\$ 1,337,189	\$ 1,363,933	\$ 1,391,212	\$ 1,419,036	\$ 1,447,416	\$ 1,476,365	\$ 1,505,892	\$ 1,536,010	\$ 1,566,730	\$ 1,598,065	\$ 1,630,026	
Incremental Difference (New TV - Base TV)	\$ -	\$ 22,378	\$ 45,204	\$ 68,486	\$ 92,233	\$ 116,456	\$ 141,163	\$ 166,364	\$ 192,070	\$ 218,289	\$ 245,033	\$ 272,312	\$ 300,136	\$ 328,516	\$ 357,465	\$ 386,992	\$ 417,110	\$ 447,830	\$ 479,165	\$ 511,126	
		NEZ																			
School Capture	Millage Rate	NEZ Millage Rate	Phase Out																		
State Education Tax (SET)	6.0000	2.6040	6.0000	\$ -	\$ -	\$ 118	\$ 178	\$ 240	\$ 303	\$ 368	\$ 433	\$ 1,152	\$ 1,310	\$ 1,470	\$ 1,634	\$ 1,801	\$ 1,971	\$ 2,145	\$ 2,322	\$ 2,503	\$ 2,687
School Operating Tax	18.0000	7.7741	18.0000	\$ -	\$ -	\$ 351	\$ 532	\$ 717	\$ 905	\$ 1,097	\$ 1,293	\$ 3,457	\$ 3,929	\$ 4,411	\$ 4,902	\$ 5,402	\$ 5,913	\$ 6,434	\$ 6,966	\$ 7,508	\$ 8,061
School Total	24.0000	10.3781		\$ -	\$ -	\$ 469	\$ 711	\$ 957	\$ 1,209	\$ 1,465	\$ 1,727	\$ 4,610	\$ 5,239	\$ 5,881	\$ 6,535	\$ 7,203	\$ 7,884	\$ 8,579	\$ 9,288	\$ 10,011	\$ 10,748
Local Capture	Millage Rate		9.6656875	11.598825	13.5319625																
County Operating	5.6097	2.4347		\$ -	\$ -	\$ 110	\$ 167	\$ 225	\$ 284	\$ 344	\$ 583	\$ 808	\$ 1,071	\$ 1,375	\$ 1,528	\$ 1,684	\$ 1,843	\$ 2,005	\$ 2,171	\$ 2,340	\$ 2,512
City Operating	9.8554	4.2562		\$ -	\$ -	\$ 192	\$ 291	\$ 393	\$ 496	\$ 601	\$ 1,025	\$ 1,420	\$ 1,882	\$ 2,415	\$ 2,684	\$ 2,958	\$ 3,238	\$ 3,523	\$ 3,814	\$ 4,111	\$ 4,414
City Sanitation	2.9364	1.2691	2.9364	\$ -	\$ -	\$ 57	\$ 87	\$ 117	\$ 148	\$ 179	\$ 211	\$ 564	\$ 641	\$ 720	\$ 800	\$ 881	\$ 965	\$ 1,050	\$ 1,136	\$ 1,225	\$ 1,315
Hackley Library	2.3516	1.0157	2.3516	\$ -	\$ -	\$ 46	\$ 70	\$ 94	\$ 118	\$ 143	\$ 169	\$ 452	\$ 513	\$ 576	\$ 640	\$ 706	\$ 773	\$ 841	\$ 910	\$ 981	\$ 1,053
County Veterans	0.0739	0.0319	0.0739	\$ -	\$ -	\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 5	\$ 14	\$ 16	\$ 18	\$ 20	\$ 22	\$ 24	\$ 26	\$ 29	\$ 31	\$ 33
Senior Citizens Svc	0.4921	0.2125	0.4921	\$ -	\$ -	\$ 10	\$ 15	\$ 20	\$ 25	\$ 30	\$ 35	\$ 95	\$ 107	\$ 121	\$ 134	\$ 148	\$ 162	\$ 176	\$ 190	\$ 205	\$ 220
Central Dispatch	0.2952	0.1275	0.2952	\$ -	\$ -	\$ 6	\$ 9	\$ 12	\$ 15	\$ 18	\$ 21	\$ 57	\$ 64	\$ 72	\$ 80	\$ 89	\$ 97	\$ 106	\$ 114	\$ 123	\$ 132
Comm College	2.1693	0.9370	2.1693	\$ -	\$ -	\$ 42	\$ 64	\$ 86	\$ 109	\$ 132	\$ 156	\$ 417	\$ 474	\$ 532	\$ 591	\$ 651	\$ 713	\$ 775	\$ 840	\$ 905	\$ 971
MAISD	4.6773	2.0202	4.6773	\$ -	\$ -	\$ 91	\$ 138	\$ 186	\$ 235	\$ 285	\$ 336	\$ 898	\$ 1,021	\$ 1,146	\$ 1,274	\$ 1,404	\$ 1,537	\$ 1,672	\$ 1,810	\$ 1,951	\$ 2,095
City Museum	0.3169	0.1369	0.3169	\$ -	\$ -	\$ 6	\$ 9	\$ 13	\$ 16	\$ 19	\$ 23	\$ 61	\$ 69	\$ 78	\$ 86	\$ 95	\$ 104	\$ 113	\$ 123	\$ 132	\$ 142
Local Total	28.7778	12.4417		\$ -	\$ -	\$ 562	\$ 852	\$ 1,148	\$ 1,449	\$ 1,756	\$ 2,565	\$ 4,785	\$ 5,860	\$ 7,052	\$ 7,837	\$ 8,637	\$ 9,454	\$ 10,287	\$ 11,137	\$ 12,004	\$ 12,888
Non-Capturable Millages	Millage Rate																				
Hackley Debt	0.4999	0.2159	0.4999	\$ -	\$ -	\$ 10	\$ 15	\$ 20	\$ 25	\$ 30	\$ 36	\$ 96	\$ 109	\$ 122	\$ 136	\$ 150	\$ 164	\$ 179	\$ 193	\$ 209	\$ 224
MPS Debt 2020	0.0500	0.0216	0.0500	\$ -	\$ -	\$ 1	\$ 1	\$ 2	\$ 3	\$ 3	\$ 4	\$ 10	\$ 11	\$ 12	\$ 14	\$ 15	\$ 16	\$ 18	\$ 19	\$ 21	\$ 22
MPS Debt 2021	7.7000	3.3258	7.7000	\$ -	\$ -	\$ 150	\$ 228	\$ 307	\$ 387	\$ 469	\$ 553	\$ 1,479	\$ 1,681	\$ 1,887	\$ 2,097	\$ 2,311	\$ 2,530	\$ 2,752	\$ 2,980	\$ 3,212	\$ 3,448
Comm College Debt	0.2700	0.1166	0.2700	\$ -	\$ -	\$ 5	\$ 8	\$ 11	\$ 14	\$ 16	\$ 19	\$ 52	\$ 59	\$ 66	\$ 74	\$ 81	\$ 89	\$ 97	\$ 104	\$ 113	\$ 121
MPS Sinking Fund	0.9712	0.4195	0.9712	\$ -	\$ -	\$ 19	\$ 29	\$ 39	\$ 49	\$ 59	\$ 70	\$ 187	\$ 212	\$ 238	\$ 264	\$ 291	\$ 319	\$ 347	\$ 376	\$ 405	\$ 435
Total Non-Capturable Taxes	9.4911	4.0994		\$ -	\$ -	\$ 185	\$ 281	\$ 378	\$ 477	\$ 579	\$ 682	\$ 1,823	\$ 2,072	\$ 2,326	\$ 2,585	\$ 2,849	\$ 3,118	\$ 3,393	\$ 3,673	\$ 3,959	\$ 4,250
Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ 1,032	\$ 1,563	\$ 2,105	\$ 2,658	\$ 3,221	\$ 4,291	\$ 9,394	\$ 11,099	\$ 12,932	\$ 14,372	\$ 15,841	\$ 17,338	\$ 18,866	\$ 20,425	\$ 22,014	\$ 23,635	\$ 25,289	\$ 26,976	
Footnotes:																					
Assumes millages rates remain the same																					
Existing NEZ Phases out in 2034																					
Assumes 2% inflation																					

Tax Increment Revenue Capture Estimates - Residential Phase I
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:																										
	Plan Year	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL												
	Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056													
	Base Taxable Value	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900	\$ 1,118,900												
	Estimated New TV	\$ 1,662,627	\$ 1,695,879	\$ 1,729,797	\$ 1,764,393	\$ 1,799,680	\$ 1,835,674	\$ 1,872,388	\$ 1,909,835	\$ 1,948,032	\$ 1,986,993	\$ 2,026,732	\$ 2,067,267	\$ 2,067,267												
	Incremental Difference (New TV - Base TV)	\$ 543,727	\$ 576,979	\$ 610,897	\$ 645,493	\$ 680,780	\$ 716,774	\$ 753,488	\$ 790,935	\$ 829,132	\$ 868,093	\$ 907,832	\$ 948,367	\$ 948,367												
NEZ																										
School Capture	Millage Rate	NEZ Millage Rate	Phase Out																							
State Education Tax (SET)	6.0000	2.6040	6.0000	\$ 3,262	\$ 3,462	\$ 3,665	\$ 3,873	\$ 4,085	\$ 4,301	\$ 4,521	\$ 4,746	\$ 4,975	\$ 5,209	\$ 5,447	\$ 5,690	\$ 79,812										
School Operating Tax	18.0000	7.7741	18.0000	\$ 9,787	\$ 10,386	\$ 10,996	\$ 11,619	\$ 12,254	\$ 12,902	\$ 13,563	\$ 14,237	\$ 14,924	\$ 15,626	\$ 16,341	\$ 17,071	\$ 239,411										
School Total	24.0000	10.3781		\$ 13,049	\$ 13,847	\$ 14,662	\$ 15,492	\$ 16,339	\$ 17,203	\$ 18,084	\$ 18,982	\$ 19,899	\$ 20,834	\$ 21,788	\$ 22,761	\$ 319,222										
Local Capture	Millage Rate	9.6656875																								
County Operating	5.6097	2.4347		\$ 3,050	\$ 3,237	\$ 3,427	\$ 3,621	\$ 3,819	\$ 4,021	\$ 4,227	\$ 4,437	\$ 4,651	\$ 4,870	\$ 5,093	\$ 5,320	\$ 74,376										
City Operating	9.8554	4.2562		\$ 5,359	\$ 5,686	\$ 6,021	\$ 6,362	\$ 6,709	\$ 7,064	\$ 7,426	\$ 7,795	\$ 8,171	\$ 8,555	\$ 8,947	\$ 9,347	\$ 130,657										
City Sanitation	2.9364	1.2691	2.9364	\$ 1,597	\$ 1,694	\$ 1,794	\$ 1,895	\$ 1,999	\$ 2,105	\$ 2,213	\$ 2,323	\$ 2,435	\$ 2,549	\$ 2,666	\$ 2,785	\$ 39,056										
Hackley Library	2.3516	1.0157	2.3516	\$ 1,279	\$ 1,357	\$ 1,437	\$ 1,518	\$ 1,601	\$ 1,686	\$ 1,772	\$ 1,860	\$ 1,950	\$ 2,041	\$ 2,135	\$ 2,230	\$ 31,278										
County Veterans	0.0739	0.0319	0.0739	\$ 40	\$ 43	\$ 45	\$ 48	\$ 50	\$ 53	\$ 56	\$ 58	\$ 61	\$ 64	\$ 67	\$ 70	\$ 983										
Senior Citizens Svc	0.4921	0.2125	0.4921	\$ 268	\$ 284	\$ 301	\$ 318	\$ 335	\$ 353	\$ 371	\$ 389	\$ 408	\$ 427	\$ 447	\$ 467											
Central Dispatch	0.2952	0.1275	0.2952	\$ 161	\$ 170	\$ 180	\$ 191	\$ 201	\$ 212	\$ 222	\$ 233	\$ 245	\$ 256	\$ 268	\$ 280	\$ 3,926										
Comm College	2.1693	0.9370	2.1693	\$ 1,180	\$ 1,252	\$ 1,325	\$ 1,400	\$ 1,477	\$ 1,555	\$ 1,635	\$ 1,716	\$ 1,799	\$ 1,883	\$ 1,969	\$ 2,057	\$ 28,853										
MAISD	4.6773	2.0202	4.6773	\$ 2,543	\$ 2,699	\$ 2,857	\$ 3,019	\$ 3,184	\$ 3,353	\$ 3,524	\$ 3,699	\$ 3,878	\$ 4,060	\$ 4,246	\$ 4,436	\$ 62,211										
City Museum	0.3169	0.1369	0.3169	\$ 172	\$ 183	\$ 194	\$ 205	\$ 216	\$ 227	\$ 239	\$ 251	\$ 263	\$ 275	\$ 288	\$ 301	\$ 4,215										
Local Total	28.7778	12.4417		\$ 15,647	\$ 16,604	\$ 17,580	\$ 18,576	\$ 19,591	\$ 20,627	\$ 21,684	\$ 22,761	\$ 23,861	\$ 24,982	\$ 26,125	\$ 27,292	\$ 375,555										
Non-Capturable Millages	Millage Rate																									
Hackley Debt	0.4999	0.2159	0.4999	\$ 272	\$ 288	\$ 305	\$ 323	\$ 340	\$ 358	\$ 377	\$ 395	\$ 414	\$ 434	\$ 454	\$ 474	\$ 6,649										
MPS Debt 2020	0.0500	0.0216	0.0500	\$ 27	\$ 29	\$ 31	\$ 32	\$ 34	\$ 36	\$ 38	\$ 40	\$ 41	\$ 43	\$ 45	\$ 47	\$ 665										
MPS Debt 2021	7.7000	3.3258	7.7000	\$ 4,187	\$ 4,443	\$ 4,704	\$ 4,970	\$ 5,242	\$ 5,519	\$ 5,802	\$ 6,090	\$ 6,384	\$ 6,684	\$ 6,990	\$ 7,302	\$ 102,415										
Comm College Debt	0.2700	0.1166	0.2700	\$ 147	\$ 156	\$ 165	\$ 174	\$ 184	\$ 194	\$ 203	\$ 214	\$ 224	\$ 234	\$ 245	\$ 256	\$ 3,591										
MPS Sinking Fund	0.9712	0.4195	0.9712	\$ 528	\$ 560	\$ 593	\$ 627	\$ 661	\$ 696	\$ 732	\$ 768	\$ 805	\$ 843	\$ 882	\$ 921	\$ 12,918										
Total Non-Capturable Taxes	9.4911	4.0994		\$ 5,161	\$ 5,476	\$ 5,798	\$ 6,126	\$ 6,461	\$ 6,803	\$ 7,151	\$ 7,507	\$ 7,869	\$ 8,239	\$ 8,616	\$ 9,001	\$ 126,237										
Total Tax Increment Revenue (TIR) Available for Capture																										
	\$	28,697	\$	30,452	\$	32,242	\$	34,068	\$	35,930	\$	37,830	\$	39,767	\$	41,744	\$	43,760	\$	45,816	\$	47,913	\$	50,053	\$	694,777

Footnotes:

Assumes millages rates remain the same
Existing NEZ Phases out in 2034
Assumes 2% inflation

Tax Increment Revenue Capture Estimates - Residential Phase II																							
Lake View Lofts																							
Muskegon, Michigan																							
March 6, 2025																							
Estimated Taxable Value (TV) Increase Rate: 2% per year				NEZ Term													Phase Out						
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19			
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044			
Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Estimated New TV	\$ -	\$ -	\$ 3,720,540	\$ 3,794,951	\$ 3,870,850	\$ 3,948,267	\$ 4,027,232	\$ 4,107,777	\$ 4,189,932	\$ 4,273,731	\$ 4,359,206	\$ 4,446,390	\$ 4,535,317	\$ 4,626,024	\$ 4,718,544	\$ 4,812,915	\$ 4,909,174	\$ 5,007,357	\$ 5,107,504	\$ 5,209,654			
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ 3,720,540	\$ 3,794,951	\$ 3,870,850	\$ 3,948,267	\$ 4,027,232	\$ 4,107,777	\$ 4,189,932	\$ 4,273,731	\$ 4,359,206	\$ 4,446,390	\$ 4,535,317	\$ 4,626,024	\$ 4,718,544	\$ 4,812,915	\$ 4,909,174	\$ 5,007,357	\$ 5,107,504	\$ 5,209,654			
NEZ																							
School Capture	Millage Rate	NEZ Millage Rate	Phase Out																				
State Education Tax (SET)	6.0000	2.6040	6.0000	\$ -	\$ -	\$ 9,688	\$ 9,882	\$ 10,080	\$ 10,281	\$ 10,487	\$ 10,697	\$ 10,911	\$ 11,129	\$ 11,351	\$ 11,578	\$ 11,810	\$ 12,046	\$ 28,311	\$ 28,877	\$ 29,455	\$ 30,044	\$ 30,645	\$ 31,258
School Operating Tax	18.0000	7.7741	18.0000	\$ -	\$ -	\$ 28,924	\$ 29,502	\$ 30,092	\$ 30,694	\$ 31,308	\$ 31,934	\$ 32,573	\$ 33,224	\$ 33,889	\$ 34,567	\$ 35,258	\$ 35,963	\$ 84,934	\$ 86,632	\$ 88,365	\$ 90,132	\$ 91,935	\$ 93,774
School Total	24.0000	10.3781		\$ -	\$ -	\$ 38,612	\$ 39,384	\$ 40,172	\$ 40,976	\$ 41,795	\$ 42,631	\$ 43,484	\$ 44,353	\$ 45,240	\$ 46,145	\$ 47,068	\$ 48,009	\$ 113,245	\$ 115,510	\$ 117,820	\$ 120,177	\$ 122,580	\$ 125,032
Local Capture	Millage Rate	9.6656875	11.598825	13.5319625																			
County Operating	5.6097	2.4347		\$ -	\$ -	\$ 9,058	\$ 9,240	\$ 9,424	\$ 9,613	\$ 9,805	\$ 10,001	\$ 10,201	\$ 10,405	\$ 10,613	\$ 10,826	\$ 11,042	\$ 11,263	\$ 16,544	\$ 20,249	\$ 24,097	\$ 28,090	\$ 28,652	\$ 29,225
City Operating	9.8554	4.2562		\$ -	\$ -	\$ 15,835	\$ 16,152	\$ 16,475	\$ 16,805	\$ 17,141	\$ 17,484	\$ 17,833	\$ 18,190	\$ 18,554	\$ 18,925	\$ 19,303	\$ 19,689	\$ 29,064	\$ 35,575	\$ 42,334	\$ 49,350	\$ 50,336	\$ 51,343
City Sanitation	2.9364	1.2691	2.9364	\$ -	\$ -	\$ 4,722	\$ 4,816	\$ 4,912	\$ 5,011	\$ 5,111	\$ 5,213	\$ 5,317	\$ 5,424	\$ 5,532	\$ 5,643	\$ 5,756	\$ 5,871	\$ 13,856	\$ 14,133	\$ 14,415	\$ 14,704	\$ 14,998	\$ 15,298
Hackley Library	2.3516	1.0157	2.3516	\$ -	\$ -	\$ 3,779	\$ 3,855	\$ 3,932	\$ 4,010	\$ 4,090	\$ 4,172	\$ 4,256	\$ 4,341	\$ 4,428	\$ 4,516	\$ 4,607	\$ 4,699	\$ 11,096	\$ 11,318	\$ 11,544	\$ 11,775	\$ 12,011	\$ 12,251
County Veterans	0.0739	0.0319	0.0739	\$ -	\$ -	\$ 119	\$ 121	\$ 123	\$ 126	\$ 128	\$ 131	\$ 134	\$ 136	\$ 139	\$ 142	\$ 145	\$ 148	\$ 349	\$ 356	\$ 363	\$ 370	\$ 377	\$ 385
Senior Citizens Svc	0.4921	0.2125	0.4921	\$ -	\$ -	\$ 791	\$ 806	\$ 823	\$ 839	\$ 856	\$ 873	\$ 890	\$ 908	\$ 926	\$ 945	\$ 964	\$ 983	\$ 2,322	\$ 2,368	\$ 2,416	\$ 2,464	\$ 2,513	\$ 2,564
Central Dispatch	0.2952	0.1275	0.2952	\$ -	\$ -	\$ 474	\$ 484	\$ 494	\$ 503	\$ 513	\$ 524	\$ 534	\$ 545	\$ 556	\$ 567	\$ 578	\$ 590	\$ 1,393	\$ 1,421	\$ 1,449	\$ 1,478	\$ 1,508	\$ 1,538
Comm College	2.1693	0.9370	2.1693	\$ -	\$ -	\$ 3,486	\$ 3,556	\$ 3,627	\$ 3,700	\$ 3,774	\$ 3,849	\$ 3,926	\$ 4,004	\$ 4,085	\$ 4,166	\$ 4,250	\$ 4,335	\$ 10,236	\$ 10,441	\$ 10,649	\$ 10,862	\$ 11,080	\$ 11,301
MAISD	4.6773	2.0202	4.6773	\$ -	\$ -	\$ 7,516	\$ 7,667	\$ 7,820	\$ 7,976	\$ 8,136	\$ 8,299	\$ 8,465	\$ 8,634	\$ 8,806	\$ 8,983	\$ 9,162	\$ 9,345	\$ 22,070	\$ 22,511	\$ 22,962	\$ 23,421	\$ 23,889	\$ 24,367
City Museum	0.3169	0.1369	0.3169	\$ -	\$ -	\$ 509	\$ 520	\$ 530	\$ 541	\$ 551	\$ 562	\$ 574	\$ 585	\$ 597	\$ 609	\$ 621	\$ 633	\$ 1,495	\$ 1,525	\$ 1,556	\$ 1,587	\$ 1,619	\$ 1,651
Local Total	28.7778	12.4417		\$ -	\$ -	\$ 46,290	\$ 47,216	\$ 48,160	\$ 49,123	\$ 50,106	\$ 51,108	\$ 52,130	\$ 53,172	\$ 54,236	\$ 55,321	\$ 56,427	\$ 57,556	\$ 108,425	\$ 119,897	\$ 131,785	\$ 144,101	\$ 146,983	\$ 149,922
Non-Capturable Millages			Millage Rate																				
Hackley Debt	0.4999	0.2159	0.4999	\$ -	\$ -	\$ 803	\$ 819	\$ 836	\$ 852	\$ 869	\$ 887	\$ 905	\$ 923	\$ 941	\$ 960	\$ 979	\$ 999	\$ 2,359	\$ 2,406	\$ 2,454	\$ 2,503	\$ 2,553	\$ 2,604
MPS Debt 2020	0.0500	0.0216	0.0500	\$ -	\$ -	\$ 80	\$ 82	\$ 84	\$ 85	\$ 87	\$ 89	\$ 91	\$ 92	\$ 94	\$ 96	\$ 98	\$ 100	\$ 236	\$ 241	\$ 245	\$ 250	\$ 255	\$ 260
MPS Debt 2021	7.7000	3.3258	7.7000	\$ -	\$ -	\$ 12,374	\$ 12,621	\$ 12,874	\$ 13,131	\$ 13,394	\$ 13,662	\$ 13,935	\$ 14,214	\$ 14,498	\$ 14,788	\$ 15,084	\$ 15,385	\$ 36,333	\$ 37,059	\$ 37,801	\$ 38,557	\$ 39,328	\$ 40,114
Comm College Debt	0.2700	0.1166	0.2700	\$ -	\$ -	\$ 434	\$ 442	\$ 451	\$ 460	\$ 470	\$ 479	\$ 489	\$ 498	\$ 508	\$ 518	\$ 529	\$ 539	\$ 1,274	\$ 1,299	\$ 1,325	\$ 1,352	\$ 1,379	\$ 1,407
MPS Sinking Fund	0.9712	0.4195	0.9712	\$ -	\$ -	\$ 1,561	\$ 1,592	\$ 1,624	\$ 1,656	\$ 1,689	\$ 1,723	\$ 1,758	\$ 1,793	\$ 1,829	\$ 1,865	\$ 1,903	\$ 1,941	\$ 4,583	\$ 4,674	\$ 4,768	\$ 4,863	\$ 4,960	\$ 5,060
Total Non-Capturable Taxes	9.4911	4.0994		\$ -	\$ -	\$ 15,252	\$ 15,557	\$ 15,868	\$ 16,186	\$ 16,509	\$ 16,839	\$ 17,176	\$ 17,520	\$ 17,870	\$ 18,228	\$ 18,592	\$ 18,964	\$ 44,784	\$ 45,680	\$ 46,593	\$ 47,525	\$ 48,476	\$ 49,445
Total Tax Increment Revenue (TIR) Available for Capture				\$ -	\$ -	\$ 84,902	\$ 86,600	\$ 88,332	\$ 90,099	\$ 91,901	\$ 93,739	\$ 95,613	\$ 97,526	\$ 99,476	\$ 101,466	\$ 103,495	\$ 105,565	\$ 221,670	\$ 235,407	\$ 249,605	\$ 264,277	\$ 269,563	\$ 274,954
Footnotes:				Assumes project building with 2% inflation thereafter																			
Assumes millages rates remain the same																							
Assumes 15yr New NEZ																							

Tax Increment Revenue Capture Estimates - Residential Phase II
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:

Plan Year	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV	\$ 5,313,847	\$ 5,420,124	\$ 5,528,527	\$ 5,639,097	\$ 5,751,879	\$ 5,866,917	\$ 5,984,255	\$ 6,103,940	\$ 6,226,019	\$ 6,350,539	\$ 6,477,550	\$ 6,607,101	\$ 6,607,101
Incremental Difference (New TV - Base TV)	\$ 5,313,847	\$ 5,420,124	\$ 5,528,527	\$ 5,639,097	\$ 5,751,879	\$ 5,866,917	\$ 5,984,255	\$ 6,103,940	\$ 6,226,019	\$ 6,350,539	\$ 6,477,550	\$ 6,607,101	\$ 6,607,101

NEZ																		
School Capture	Millage Rate	NEZ Millage Rate	Phase Out															
State Education Tax (SET)	6.0000	2.6040	6.0000	\$ 31,883	\$ 32,521	\$ 33,171	\$ 33,835	\$ 34,511	\$ 35,202	\$ 35,906	\$ 36,624	\$ 37,356	\$ 38,103	\$ 38,865	\$ 39,643	\$ 736,150		
School Operating Tax	<u>18.0000</u>	<u>7.7741</u>	18.0000	<u>\$ 95,649</u>	<u>\$ 97,562</u>	<u>\$ 99,513</u>	<u>\$ 101,504</u>	<u>\$ 103,534</u>	<u>\$ 105,605</u>	<u>\$ 107,717</u>	<u>\$ 109,871</u>	<u>\$ 112,068</u>	<u>\$ 114,310</u>	<u>\$ 116,596</u>	<u>\$ 118,928</u>	<u>\$ 2,206,558</u>		
School Total	24.0000	10.3781		\$ 127,532	\$ 130,083	\$ 132,685	\$ 135,338	\$ 138,045	\$ 140,806	\$ 143,622	\$ 146,495	\$ 149,424	\$ 152,413	\$ 155,461	\$ 158,570	\$ 2,942,708		
Local Capture	Millage Rate	9.6656875																
County Operating	5.6097	2.4347		\$ 29,809	\$ 30,405	\$ 31,013	\$ 31,634	\$ 32,266	\$ 32,912	\$ 33,570	\$ 34,241	\$ 34,926	\$ 35,625	\$ 36,337	\$ 37,064	\$ 668,150		
City Operating	9.8554	4.2562		\$ 52,370	\$ 53,417	\$ 54,486	\$ 55,576	\$ 56,687	\$ 57,821	\$ 58,977	\$ 60,157	\$ 61,360	\$ 62,587	\$ 63,839	\$ 65,116	\$ 1,172,780		
City Sanitation	2.9364	1.2691	2.9364	\$ 15,604	\$ 15,916	\$ 16,234	\$ 16,559	\$ 16,890	\$ 17,228	\$ 17,572	\$ 17,924	\$ 18,282	\$ 18,648	\$ 19,021	\$ 19,401	\$ 360,007		
Hackley Library	2.3516	1.0157	2.3516	\$ 12,496	\$ 12,746	\$ 13,001	\$ 13,261	\$ 13,526	\$ 13,797	\$ 14,073	\$ 14,354	\$ 14,641	\$ 14,934	\$ 15,233	\$ 15,537	\$ 288,277		
County Veterans	0.0739	0.0319	0.0739	\$ 393	\$ 401	\$ 409	\$ 417	\$ 425	\$ 434	\$ 442	\$ 451	\$ 460	\$ 469	\$ 479	\$ 488	\$ 9,058		
Senior Citizens Svc	0.4921	0.2125	0.4921	\$ 2,615	\$ 2,667	\$ 2,721	\$ 2,775	\$ 2,830	\$ 2,887	\$ 2,945	\$ 3,004	\$ 3,064	\$ 3,125	\$ 3,188	\$ 3,251	\$ 60,323		
Central Dispatch	0.2952	0.1275	0.2952	\$ 1,569	\$ 1,600	\$ 1,632	\$ 1,665	\$ 1,698	\$ 1,732	\$ 1,767	\$ 1,802	\$ 1,838	\$ 1,875	\$ 1,912	\$ 1,950	\$ 36,188		
Comm College	2.1693	0.9370	2.1693	\$ 11,527	\$ 11,758	\$ 11,993	\$ 12,233	\$ 12,478	\$ 12,727	\$ 12,982	\$ 13,241	\$ 13,506	\$ 13,776	\$ 14,052	\$ 14,333	\$ 265,932		
MAISD	4.6773	2.0202	4.6773	\$ 24,854	\$ 25,352	\$ 25,859	\$ 26,376	\$ 26,903	\$ 27,441	\$ 27,990	\$ 28,550	\$ 29,121	\$ 29,703	\$ 30,297	\$ 30,903	\$ 573,379		
City Museum	<u>0.3169</u>	<u>0.1369</u>	0.3169	<u>\$ 1,684</u>	<u>\$ 1,718</u>	<u>\$ 1,752</u>	<u>\$ 1,787</u>	<u>\$ 1,823</u>	<u>\$ 1,859</u>	<u>\$ 1,896</u>	<u>\$ 1,934</u>	<u>\$ 1,973</u>	<u>\$ 2,012</u>	<u>\$ 2,053</u>	<u>\$ 2,094</u>	<u>\$ 38,849</u>		
Local Total	28.7778	12.4417		\$ 152,921	\$ 155,979	\$ 159,099	\$ 162,281	\$ 165,526	\$ 168,837	\$ 172,214	\$ 175,658	\$ 179,171	\$ 182,755	\$ 186,410	\$ 190,138	\$ 3,472,944		
Non-Capturable Millages	Millage Rate																	
Hackley Debt	0.4999	0.2159	0.4999	\$ 2,656	\$ 2,710	\$ 2,764	\$ 2,819	\$ 2,875	\$ 2,933	\$ 2,992	\$ 3,051	\$ 3,112	\$ 3,175	\$ 3,238	\$ 3,303	\$ 61,281		
MPS Debt 2020	0.0500	0.0216	0.0500	\$ 266	\$ 271	\$ 276	\$ 282	\$ 288	\$ 293	\$ 299	\$ 305	\$ 311	\$ 318	\$ 324	\$ 330	\$ 6,130		
MPS Debt 2021	7.7000	3.3258	7.7000	\$ 40,917	\$ 41,735	\$ 42,570	\$ 43,421	\$ 44,289	\$ 45,175	\$ 46,079	\$ 47,000	\$ 47,940	\$ 48,899	\$ 49,877	\$ 50,875	\$ 943,927		
Comm College Debt	0.2700	0.1166	0.2700	\$ 1,435	\$ 1,463	\$ 1,493	\$ 1,523	\$ 1,553	\$ 1,584	\$ 1,616	\$ 1,648	\$ 1,681	\$ 1,715	\$ 1,749	\$ 1,784	\$ 33,098		
MPS Sinking Fund	<u>0.9712</u>	<u>0.4195</u>	0.9712	<u>\$ 5,161</u>	<u>\$ 5,264</u>	<u>\$ 5,369</u>	<u>\$ 5,477</u>	<u>\$ 5,586</u>	<u>\$ 5,698</u>	<u>\$ 5,812</u>	<u>\$ 5,928</u>	<u>\$ 6,047</u>	<u>\$ 6,168</u>	<u>\$ 6,291</u>	<u>\$ 6,417</u>	<u>\$ 119,058</u>		
Total Non-Capturable Taxes	9.4911	4.0994		\$ 50,434	\$ 51,443	\$ 52,472	\$ 53,521	\$ 54,592	\$ 55,683	\$ 56,797	\$ 57,933	\$ 59,092	\$ 60,274	\$ 61,479	\$ 62,709	\$ 1,163,494		

Total Tax Increment Revenue (TIR) Available for Capture \$ 280,453 \$ 286,062 \$ 291,783 \$ 297,619 \$ 303,572 \$ 309,643 \$ 315,836 \$ 322,153 \$ 328,596 \$ 335,167 \$ 341,871 \$ 348,708 \$ 6,415,652

Footnotes:	Assumes project building with 2% inflation thereafter
Assumes millages rates remain the same	
Assumes 15yr New NEZ	

Tax Increment Revenue Capture Estimates - Combined

Lake View Lofts

Muskegon, Michigan

March 6, 2025

Estimated Taxable Value (TV) Increase Rate:		2% per year	CFE - Phase I	NEZ Phase I								NEZ Phase II									
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
	Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	
	Base Taxable Value	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	
	Estimated New TV	\$ 1,484,065	\$ 1,506,443	\$ 5,571,908	\$ 5,683,346	\$ 5,797,013	\$ 5,912,953	\$ 6,031,212	\$ 6,151,836	\$ 6,274,873	\$ 6,400,370	\$ 6,528,378	\$ 6,658,945	\$ 6,792,124	\$ 6,927,967	\$ 7,066,526	\$ 7,207,857	\$ 7,352,014	\$ 7,499,054	\$ 7,649,035	
	Incremental Difference (New TV - Base TV)*	\$ -	\$ 22,378	\$ 4,087,843	\$ 4,199,281	\$ 4,312,948	\$ 4,428,888	\$ 4,547,147	\$ 4,667,771	\$ 4,790,808	\$ 4,916,305	\$ 5,044,313	\$ 5,174,880	\$ 5,308,059	\$ 5,443,902	\$ 5,582,461	\$ 5,723,792	\$ 5,867,949	\$ 6,014,989	\$ 6,164,970	

School Capture																																						
State Education Tax (SET)	\$	-	\$	-	\$	11,739	\$	12,075	\$	12,419	\$	12,770	\$	13,127	\$	13,492	\$	14,516	\$	14,984	\$	15,462	\$	15,949	\$	16,446	\$	16,953	\$	33,495	\$	34,343	\$	35,208	\$	36,090	\$	36,990
School Operating Tax	\$	-	\$	-	\$	35,073	\$	36,080	\$	37,107	\$	38,155	\$	39,223	\$	40,313	\$	43,389	\$	44,791	\$	46,221	\$	47,680	\$	49,167	\$	50,685	\$	100,484	\$	103,028	\$	105,623	\$	108,270	\$	110,969
	\$	-	\$	-	\$	46,812	\$	48,155	\$	49,526	\$	50,924	\$	52,350	\$	53,805	\$	57,905	\$	59,775	\$	61,683	\$	63,629	\$	65,614	\$	67,638	\$	133,979	\$	137,371	\$	140,831	\$	144,360	\$	147,959

Local Capture																																						
County Operating	\$	-	\$	-	\$	12,633	\$	12,928	\$	13,229	\$	13,536	\$	13,849	\$	14,168	\$	14,494	\$	14,826	\$	15,165	\$	15,511	\$	15,864	\$	16,223	\$	21,646	\$	25,496	\$	29,490	\$	33,634	\$	34,349
City Operating	\$	-	\$	-	\$	22,115	\$	22,632	\$	23,159	\$	23,696	\$	24,245	\$	24,804	\$	25,375	\$	25,957	\$	26,551	\$	27,156	\$	27,774	\$	28,404	\$	38,028	\$	44,792	\$	51,810	\$	59,090	\$	60,346
City Sanitation	\$	-	\$	-	\$	6,593	\$	6,747	\$	6,904	\$	7,064	\$	7,228	\$	7,394	\$	7,565	\$	7,738	\$	7,915	\$	8,095	\$	8,280	\$	8,467	\$	16,526	\$	16,879	\$	17,239	\$	17,606	\$	17,980
Hackley Library	\$	-	\$	-	\$	5,277	\$	5,401	\$	5,526	\$	5,655	\$	5,786	\$	5,919	\$	6,055	\$	6,194	\$	6,336	\$	6,480	\$	6,628	\$	6,778	\$	13,235	\$	13,517	\$	13,806	\$	14,099	\$	14,399
County Veterans	\$	-	\$	-	\$	166	\$	170	\$	174	\$	178	\$	182	\$	186	\$	190	\$	195	\$	199	\$	204	\$	208	\$	213	\$	416	\$	425	\$	434	\$	443	\$	453
Senior Citizens Svc	\$	-	\$	-	\$	1,104	\$	1,130	\$	1,156	\$	1,183	\$	1,211	\$	1,238	\$	1,267	\$	1,296	\$	1,326	\$	1,356	\$	1,387	\$	1,418	\$	2,770	\$	2,829	\$	2,889	\$	2,950	\$	3,013
Central Dispatch	\$	-	\$	-	\$	662	\$	678	\$	694	\$	710	\$	726	\$	743	\$	760	\$	778	\$	795	\$	813	\$	832	\$	851	\$	1,661	\$	1,697	\$	1,733	\$	1,770	\$	1,808
Comm College	\$	-	\$	-	\$	4,868	\$	4,982	\$	5,098	\$	5,217	\$	5,337	\$	5,460	\$	5,586	\$	5,714	\$	5,845	\$	5,978	\$	6,114	\$	6,253	\$	12,209	\$	12,469	\$	12,735	\$	13,006	\$	13,283
MAISD	\$	-	\$	-	\$	10,496	\$	10,742	\$	10,992	\$	11,247	\$	11,507	\$	11,773	\$	12,044	\$	12,320	\$	12,602	\$	12,889	\$	13,182	\$	13,481	\$	26,324	\$	26,886	\$	27,459	\$	28,044	\$	28,640
City Museum	\$	-	\$	-	\$	711	\$	728	\$	745	\$	762	\$	780	\$	798	\$	816	\$	835	\$	854	\$	873	\$	893	\$	914	\$	1,784	\$	1,822	\$	1,860	\$	1,900	\$	1,940
	\$	-	\$	-	\$	64,626	\$	66,136	\$	67,676	\$	69,247	\$	70,850	\$	72,485	\$	74,152	\$	75,853	\$	77,587	\$	79,357	\$	81,161	\$	83,002	\$	134,598	\$	146,811	\$	159,455	\$	172,542	\$	176,211

Non-Capturable Millages																																						
Hackley Debt	\$	-	\$	-	\$	974	\$	1,002	\$	1,031	\$	1,060	\$	1,089	\$	1,120	\$	1,205	\$	1,244	\$	1,284	\$	1,324	\$	1,365	\$	1,408	\$	2,791	\$	2,861	\$	2,933	\$	3,007	\$	3,082
MPS Debt 2020	\$	-	\$	-	\$	97	\$	100	\$	103	\$	106	\$	109	\$	112	\$	121	\$	124	\$	128	\$	132	\$	137	\$	141	\$	279	\$	286	\$	293	\$	301	\$	308
MPS Debt 2021	\$	-	\$	-	\$	15,004	\$	15,435	\$	15,874	\$	16,323	\$	16,780	\$	17,246	\$	18,562	\$	19,161	\$	19,773	\$	20,397	\$	21,034	\$	21,683	\$	42,985	\$	44,073	\$	45,183	\$	46,315	\$	47,470
Comm College Debt	\$	-	\$	-	\$	526	\$	541	\$	557	\$	572	\$	588	\$	605	\$	651	\$	672	\$	693	\$	715	\$	737	\$	760	\$	1,507	\$	1,545	\$	1,584	\$	1,624	\$	1,665
MPS Sinking Fund	\$	-	\$	-	\$	1,893	\$	1,947	\$	2,002	\$	2,059	\$	2,116	\$	2,175	\$	2,341	\$	2,417	\$	2,494	\$	2,573	\$	2,653	\$	2,735	\$	5,422	\$	5,559	\$	5,699	\$	5,842	\$	5,987
	\$	-	\$	-	\$	18,494	\$	19,025	\$	19,567	\$	20,119	\$	20,683	\$	21,257	\$	22,879	\$	23,618	\$	24,373	\$	25,142	\$	25,926	\$	26,726	\$	52,984	\$	54,325	\$	55,693	\$	57,089	\$	58,512

tal Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ 111,437	\$ 114,291	\$ 117,202	\$ 120,171	\$ 123,200	\$ 126,289	\$ 132,056	\$ 135,628	\$ 139,270	\$ 142,986	\$ 146,775	\$ 150,641	\$ 268,577	\$ 284,182	\$ 300,286	\$ 316,902	\$ 324,170
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Footnotes:

Project is located in the DDA and assumes passthrough

Assumes millages rates remain the same

Assumes New NEZ on Phase II with CFE and NEZ expiring for Phase I

Assumes 2% inflation increases

Tax Increment Revenue Capture Estimates - Combined
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
	Calendar Year	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
Base Taxable Value	\$	1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065	\$ 1,484,065
Estimated New TV	\$	7,802,016	\$ 7,958,056	\$ 8,117,217	\$ 8,279,562	\$ 8,445,153	\$ 8,614,056	\$ 8,786,337	\$ 8,962,064	\$ 9,141,305	\$ 9,324,131	\$ 9,510,614	\$ 9,700,826	\$ 9,894,842	\$ 9,894,842
Incremental Difference (New TV - Base TV)*	\$	6,317,951	\$ 6,473,991	\$ 6,633,152	\$ 6,795,497	\$ 6,961,088	\$ 7,129,991	\$ 7,302,272	\$ 7,477,999	\$ 7,657,240	\$ 7,840,066	\$ 8,026,549	\$ 8,216,761	\$ 8,410,777	\$ 8,410,777
School Capture															
State Education Tax (SET)	\$	37,908	\$ 38,844	\$ 39,799	\$ 40,773	\$ 41,767	\$ 42,780	\$ 43,814	\$ 44,868	\$ 45,943	\$ 47,040	\$ 48,159	\$ 49,301	\$ 50,465	\$ 917,518
School Operating Tax	\$	113,723	\$ 116,532	\$ 119,397	\$ 122,319	\$ 125,300	\$ 128,340	\$ 131,441	\$ 134,604	\$ 137,830	\$ 141,121	\$ 144,478	\$ 147,902	\$ 151,394	\$ 2,750,637
	\$	151,631	\$ 155,376	\$ 159,196	\$ 163,092	\$ 167,066	\$ 171,120	\$ 175,255	\$ 179,472	\$ 183,774	\$ 188,162	\$ 192,637	\$ 197,202	\$ 201,859	\$ 3,668,155
Local Capture															
County Operating	\$	35,078	\$ 35,822	\$ 36,581	\$ 37,355	\$ 38,145	\$ 38,950	\$ 39,772	\$ 40,609	\$ 41,464	\$ 42,336	\$ 43,225	\$ 44,132	\$ 45,057	\$ 835,567
City Operating	\$	61,627	\$ 62,935	\$ 64,268	\$ 65,628	\$ 67,015	\$ 68,430	\$ 69,873	\$ 71,345	\$ 72,846	\$ 74,378	\$ 75,940	\$ 77,533	\$ 79,158	\$ 1,466,907
City Sanitation	\$	18,362	\$ 18,751	\$ 19,148	\$ 19,554	\$ 19,967	\$ 20,388	\$ 20,818	\$ 21,257	\$ 21,704	\$ 22,161	\$ 22,626	\$ 23,101	\$ 23,585	\$ 447,642
Hackley Library	\$	14,705	\$ 15,017	\$ 15,335	\$ 15,659	\$ 15,990	\$ 16,328	\$ 16,672	\$ 17,024	\$ 17,382	\$ 17,747	\$ 18,120	\$ 18,500	\$ 18,888	\$ 358,459
County Veterans	\$	462	\$ 472	\$ 482	\$ 492	\$ 503	\$ 513	\$ 524	\$ 535	\$ 546	\$ 558	\$ 569	\$ 581	\$ 594	\$ 11,264
Senior Citizens Svc	\$	3,077	\$ 3,142	\$ 3,209	\$ 3,277	\$ 3,346	\$ 3,417	\$ 3,489	\$ 3,562	\$ 3,637	\$ 3,714	\$ 3,792	\$ 3,871	\$ 3,953	\$ 75,009
Central Dispatch	\$	1,846	\$ 1,885	\$ 1,925	\$ 1,966	\$ 2,007	\$ 2,050	\$ 2,093	\$ 2,137	\$ 2,182	\$ 2,228	\$ 2,275	\$ 2,322	\$ 2,371	\$ 44,998
Comm College	\$	13,565	\$ 13,853	\$ 14,146	\$ 14,445	\$ 14,751	\$ 15,062	\$ 15,380	\$ 15,704	\$ 16,034	\$ 16,371	\$ 16,715	\$ 17,066	\$ 17,424	\$ 330,673
MAISD	\$	29,248	\$ 29,868	\$ 30,501	\$ 31,146	\$ 31,805	\$ 32,476	\$ 33,161	\$ 33,860	\$ 34,572	\$ 35,299	\$ 36,040	\$ 36,797	\$ 37,568	\$ 712,970
City Museum	\$	1,982	\$ 2,024	\$ 2,067	\$ 2,110	\$ 2,155	\$ 2,200	\$ 2,247	\$ 2,294	\$ 2,342	\$ 2,392	\$ 2,442	\$ 2,493	\$ 2,545	\$ 48,307
	\$	179,952	\$ 183,769	\$ 187,662	\$ 191,633	\$ 195,683	\$ 199,815	\$ 204,028	\$ 208,327	\$ 212,711	\$ 217,183	\$ 221,744	\$ 226,397	\$ 231,142	\$ 4,331,795
Non-Capturable Millages															
Hackley Debt	\$	3,158	\$ 3,236	\$ 3,316	\$ 3,397	\$ 3,480	\$ 3,564	\$ 3,650	\$ 3,738	\$ 3,828	\$ 3,919	\$ 4,012	\$ 4,108	\$ 4,205	\$ 76,391
MPS Debt 2020	\$	316	\$ 324	\$ 332	\$ 340	\$ 348	\$ 356	\$ 365	\$ 374	\$ 383	\$ 392	\$ 401	\$ 411	\$ 421	\$ 7,641
MPS Debt 2021	\$	48,648	\$ 49,850	\$ 51,075	\$ 52,325	\$ 53,600	\$ 54,901	\$ 56,227	\$ 57,581	\$ 58,961	\$ 60,369	\$ 61,804	\$ 63,269	\$ 64,763	\$ 1,176,672
Comm College Debt	\$	1,706	\$ 1,748	\$ 1,791	\$ 1,835	\$ 1,879	\$ 1,925	\$ 1,972	\$ 2,019	\$ 2,067	\$ 2,117	\$ 2,167	\$ 2,219	\$ 2,271	\$ 41,259
MPS Sinking Fund	\$	6,136	\$ 6,288	\$ 6,442	\$ 6,600	\$ 6,761	\$ 6,925	\$ 7,092	\$ 7,263	\$ 7,437	\$ 7,614	\$ 7,795	\$ 7,980	\$ 8,169	\$ 148,414
	\$	59,964	\$ 61,445	\$ 62,956	\$ 64,497	\$ 66,068	\$ 67,671	\$ 69,307	\$ 70,974	\$ 72,676	\$ 74,411	\$ 76,181	\$ 77,986	\$ 79,828	\$ 1,450,378
tal Tax Increment Revenue (TIR) Available for Capture	\$	331,583	\$ 339,145	\$ 346,858	\$ 354,725	\$ 362,749	\$ 370,934	\$ 379,283	\$ 387,799	\$ 396,485	\$ 405,344	\$ 414,381	\$ 423,599	\$ 433,001	\$ 7,999,950

Footnotes:
Project is located in the DDA and assumes passthrough
Assumes millages rates remain the same
Assumes New NEZ on Phase II with CFE and NEZ expirin
Assumes 2% inflation increases

Tax Increment Revenue Reimbursement Table
Lake View Lofts
Muskegon, Michigan
March 6, 2025

Developer Maximum Reimbursement	**Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44.8%	\$ 2,932,133	\$ -	\$ 2,932,133
Local	55.2%	\$ 3,608,427	\$ -	\$ 3,608,427
TOTAL				\$ 6,540,560
EGLE	0.5%	\$ 33,000	\$ -	\$ 33,000
MSHDA	99.5%	\$ 6,507,560	\$ -	\$ 6,507,560

Estimated Total
Years of Plan: 32

Estimated Capture	\$ 7,798,091
Administrative Fees	\$ 384,333
State Brownfield Fund	\$ 433,526
LBRF	\$ 353,829

NEZ Abatement on Residential																			
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041		
Total State Incremental Revenue	\$ -	\$ -	\$ 46,812	\$ 48,155	\$ 49,526	\$ 50,924	\$ 52,350	\$ 53,805	\$ 57,905	\$ 59,775	\$ 61,683	\$ 63,629	\$ 65,614	\$ 67,638	\$ 133,979	\$ 137,371	\$ 140,831		
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ -	\$ (5,869)	\$ (6,038)	\$ (6,210)	\$ (6,385)	\$ (6,564)	\$ (6,746)	\$ (7,258)	\$ (7,492)	\$ (7,731)	\$ (7,975)	\$ (8,223)	\$ (8,477)	\$ (16,747)	\$ (17,171)	\$ (17,604)		
State TIR Available for Reimbursement	\$ -	\$ -	\$ 40,942	\$ 42,118	\$ 43,316	\$ 44,539	\$ 45,787	\$ 47,059	\$ 50,647	\$ 52,283	\$ 53,952	\$ 55,654	\$ 57,391	\$ 59,162	\$ 117,232	\$ 120,200	\$ 123,227		
Total Local Incremental Revenue	\$ -	\$ -	\$ 64,626	\$ 66,136	\$ 67,676	\$ 69,247	\$ 70,850	\$ 72,485	\$ 74,152	\$ 75,853	\$ 77,587	\$ 79,357	\$ 81,161	\$ 83,002	\$ 134,598	\$ 146,811	\$ 159,455		
BRA Administrative Fee (5%)	\$ -	\$ -	\$ -	\$ (5,715)	\$ (5,860)	\$ (6,009)	\$ (6,160)	\$ (6,314)	\$ (6,603)	\$ (6,781)	\$ (6,964)	\$ (7,149)	\$ (7,339)	\$ (7,532)	\$ (13,429)	\$ (14,209)	\$ (15,014)		
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 64,626	\$ 60,421	\$ 61,816	\$ 63,239	\$ 64,690	\$ 66,170	\$ 67,549	\$ 69,071	\$ 70,624	\$ 72,207	\$ 73,823	\$ 75,470	\$ 121,169	\$ 132,602	\$ 144,441		
Total State & Local TIR Available	\$ -	\$ -	\$ 105,568	\$ 102,539	\$ 105,133	\$ 107,778	\$ 110,477	\$ 113,229	\$ 118,196	\$ 121,354	\$ 124,576	\$ 127,862	\$ 131,213	\$ 134,632	\$ 238,401	\$ 252,802	\$ 267,668		

DEVELOPER	Beginning Balance																		
DEVELOPER Reimbursement Balance	\$ 6,540,560	\$ 6,540,560	\$ 6,540,560	\$ 6,434,992	\$ 6,332,453	\$ 6,227,320	\$ 6,119,542	\$ 6,009,066	\$ 5,895,837	\$ 5,777,641	\$ 5,656,287	\$ 5,531,711	\$ 5,403,850	\$ 5,272,636	\$ 5,138,004	\$ 4,899,604	\$ 4,646,802	\$ 4,379,134	

MSHDA Housing Activity Costs	\$6,507,560	\$ 6,507,560	\$ 6,507,560	\$ 6,507,560	\$ 6,402,525	\$ 6,300,503	\$ 6,195,901	\$ 6,088,666	\$ 5,978,747	\$ 5,866,090	\$ 5,748,490	\$ 5,627,748	\$ 5,503,801	\$ 5,376,585	\$ 5,246,034	\$ 5,112,081	\$ 4,874,883	\$ 4,623,357	
State Tax Reimbursement		\$ -	\$ -	\$ 40,736	\$ 41,905	\$ 43,098	\$ 44,315	\$ 45,556	\$ 46,821	\$ 50,391	\$ 52,019	\$ 53,680	\$ 55,373	\$ 57,101	\$ 58,863	\$ 116,640	\$ 119,593	\$ 122,605	
Local Tax Reimbursement		\$ -	\$ -	\$ 64,300	\$ 60,116	\$ 61,504	\$ 62,920	\$ 64,364	\$ 65,836	\$ 67,208	\$ 68,723	\$ 70,267	\$ 71,843	\$ 73,450	\$ 75,089	\$ 120,558	\$ 131,933	\$ 143,712	
Total MSHDA Reimbursement Balance		\$ 6,507,560	\$ 6,507,560	\$ 6,402,525	\$ 6,300,503	\$ 6,195,901	\$ 6,088,666	\$ 5,978,747	\$ 5,866,090	\$ 5,748,490	\$ 5,627,748	\$ 5,503,801	\$ 5,376,585	\$ 5,246,034	\$ 5,112,081	\$ 4,874,883	\$ 4,623,357	\$ 4,357,039	

EGLE Environmental Costs	\$ 33,000	\$ 33,000	\$ 33,000	\$ 33,000	\$ 32,467	\$ 31,950	\$ 31,420	\$ 30,876	\$ 30,318	\$ 29,747	\$ 29,151	\$ 28,538	\$ 27,910	\$ 27,265	\$ 26,603	\$ 25,923	\$ 24,721	\$ 23,445	
State Tax Reimbursement		\$ -	\$ -	\$ 207	\$ 213	\$ 219	\$ 225	\$ 231	\$ 237	\$ 256	\$ 264	\$ 272	\$ 281	\$ 290	\$ 298	\$ 591	\$ 606	\$ 622	
Local Tax Reimbursement		\$ -	\$ -	\$ 326	\$ 305	\$ 312	\$ 319	\$ 326	\$ 334	\$ 341	\$ 348	\$ 356	\$ 364	\$ 372	\$ 381	\$ 611	\$ 669	\$ 729	
Total EGLE Reimbursement Balance		\$ 33,000	\$ 33,000	\$ 32,467	\$ 31,950	\$ 31,420	\$ 30,876	\$ 30,318	\$ 29,747	\$ 29,151	\$ 28,538	\$ 27,910	\$ 27,265	\$ 26,603	\$ 25,923	\$ 24,721	\$ 23,445	\$ 22,095	

Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Total Annual Developer Reimbursement		\$ -	\$ -	\$ 105,568	\$ 102,539	\$ 105,133	\$ 107,778	\$ 110,477	\$ 113,229	\$ 118,196	\$ 121,354	\$ 124,576	\$ 127,862	\$ 131,213	\$ 134,632	\$ 238,401	\$ 252,802	\$ 267,668	
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LOCAL BROWNFIELD REVOLVING FUND

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

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

Footnotes:
Project is located in the DDA.
Assumes millages rates remain the same with the exception of City noted expirations above.
Assumes 15yr NEZ on Apartments

Tax Increment Revenue Reimbursement Table
Lake View Lofts
Muskegon, Michigan
March 6, 2025

	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	TOTAL
Total State Incremental Revenue	\$ 144,360	\$ 147,959	\$ 151,631	\$ 155,376	\$ 159,196	\$ 163,092	\$ 167,066	\$ 171,120	\$ 175,255	\$ 179,472	\$ 183,774	\$ 188,162	\$ 192,637	\$ 197,202	\$ -	\$ 3,466,296
State Brownfield Redevelopment Fund (50% of SET	\$ (18,045)	\$ (18,495)	\$ (18,954)	\$ (19,422)	\$ (19,899)	\$ (20,386)	\$ (20,883)	\$ (21,390)	\$ (21,907)	\$ (22,434)	\$ (22,972)	\$ (23,520)	\$ (24,080)	\$ (24,650)	\$ -	\$ (433,526)
State TIR Available for Reimbursement	\$ 126,315	\$ 129,464	\$ 132,677	\$ 135,954	\$ 139,296	\$ 142,705	\$ 146,183	\$ 149,730	\$ 153,348	\$ 157,038	\$ 160,802	\$ 164,641	\$ 168,558	\$ 172,552	\$ -	\$ 3,032,770
Total Local Incremental Revenue	\$ 172,542	\$ 176,211	\$ 179,952	\$ 183,769	\$ 187,662	\$ 191,633	\$ 195,683	\$ 199,815	\$ 204,028	\$ 208,327	\$ 212,711	\$ 217,183	\$ 221,744	\$ 226,397	\$ 231,142	\$ 4,331,795
BRA Administrative Fee (5%)	\$ (15,845)	\$ (16,208)	\$ (16,579)	\$ (16,957)	\$ (17,343)	\$ (17,736)	\$ (18,137)	\$ (18,547)	\$ (18,964)	\$ (19,390)	\$ (19,824)	\$ (20,267)	\$ (20,719)	\$ (21,180)	\$ (11,557)	\$ (384,333)
Local TIR Available for Reimbursement	\$ 156,697	\$ 160,002	\$ 163,373	\$ 166,812	\$ 170,319	\$ 173,897	\$ 177,546	\$ 181,268	\$ 185,064	\$ 188,937	\$ 192,887	\$ 196,915	\$ 201,025	\$ 205,217	\$ 219,585	\$ 3,947,462
Total State & Local TIR Available	\$ 283,012	\$ 289,466	\$ 296,050	\$ 302,766	\$ 309,615	\$ 316,602	\$ 323,729	\$ 330,998	\$ 338,412	\$ 345,975	\$ 353,689	\$ 361,557	\$ 369,582	\$ 377,769	\$ 219,585	\$ 6,980,232

DEVELOPER

DEVELOPER Reimbursement Balance	\$ 4,096,122	\$ 3,806,656	\$ 3,510,605	\$ 3,207,840	\$ 2,898,224	\$ 2,581,622	\$ 2,257,894	\$ 1,926,896	\$ 1,588,484	\$ 1,242,509	\$ 888,821	\$ 527,264	\$ 157,681	\$ -	\$ -	\$ -
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MSHDA Housing Activity Costs	\$ 4,357,039	\$ 4,075,455	\$ 3,787,449	\$ 3,492,893	\$ 3,191,655	\$ 2,883,602	\$ 2,568,597	\$ 2,246,502	\$ 1,917,174	\$ 1,580,469	\$ 1,236,240	\$ 884,336	\$ 524,603	\$ 156,886	\$ -	\$ -
State Tax Reimbursement	\$ 125,677	\$ 128,811	\$ 132,008	\$ 135,268	\$ 138,593	\$ 141,985	\$ 145,445	\$ 148,974	\$ 152,574	\$ 156,246	\$ 159,991	\$ 163,811	\$ 167,707	\$ 71,552	\$ -	\$ 2,917,339
Local Tax Reimbursement	\$ 155,906	\$ 159,195	\$ 162,549	\$ 165,970	\$ 169,460	\$ 173,019	\$ 176,650	\$ 180,353	\$ 184,131	\$ 187,983	\$ 191,913	\$ 195,922	\$ 200,011	\$ 85,334	\$ -	\$ 3,590,221
Total MSHDA Reimbursement Balance	\$ 4,075,455	\$ 3,787,449	\$ 3,492,893	\$ 3,191,655	\$ 2,883,602	\$ 2,568,597	\$ 2,246,502	\$ 1,917,174	\$ 1,580,469	\$ 1,236,240	\$ 884,336	\$ 524,603	\$ 156,886	\$ -	\$ -	\$ -
EGL E Environmental Costs	\$ 22,095	\$ 20,667	\$ 19,206	\$ 17,713	\$ 16,185	\$ 14,623	\$ 13,025	\$ 11,392	\$ 9,722	\$ 8,015	\$ 6,269	\$ 4,484	\$ 2,660	\$ 796	\$ -	\$ -
State Tax Reimbursement	\$ 637	\$ 653	\$ 669	\$ 686	\$ 703	\$ 720	\$ 738	\$ 755	\$ 774	\$ 792	\$ 811	\$ 831	\$ 850	\$ 363	\$ -	\$ 14,794
Local Tax Reimbursement	\$ 791	\$ 807	\$ 824	\$ 842	\$ 859	\$ 877	\$ 896	\$ 915	\$ 934	\$ 953	\$ 973	\$ 994	\$ 1,014	\$ 433	\$ -	\$ 18,206
Total EGL E Reimbursement Balance	\$ 20,667	\$ 19,206	\$ 17,713	\$ 16,185	\$ 14,623	\$ 13,025	\$ 11,392	\$ 9,722	\$ 8,015	\$ 6,269	\$ 4,484	\$ 2,660	\$ 796	\$ -	\$ -	\$ -
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 283,012	\$ 289,466	\$ 296,050	\$ 302,766	\$ 309,615	\$ 316,602	\$ 323,729	\$ 330,998	\$ 338,412	\$ 345,975	\$ 353,689	\$ 361,557	\$ 369,582	\$ 157,681	\$ -	\$ -

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,244	\$ 219,585	\$ 353,829
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,794	\$ -	\$ 14,794
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 119,450	\$ 219,585	\$ 339,035
Total LBRF Capture																

* Up to five years of capture for LBRF Deposits after

Footnotes:
Project is located in the DDA.
Assumes millages rates remain the same with the c
Assumes 15yr NEZ on Apartments

ATTACHMENT A-4

HOUSING SUBSIDY TABLE

Housing Subsidy Table

Housing TIF Financing Gap Cap Calculation - Multifamily Rental

Project: 351 Phase II

**City Approved Using 120% AMI as Control Rent*

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent	=	PRL	x	No. of Units	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
City BRA AMI Control	120%	Muskegon	Studio	\$1,674	-	\$1,120	=	\$554	x	21	12	x	30	=	\$4,188,240	\$199,440
City BRA AMI Control	120%	Muskegon	1 bedroom	\$1,792	-	\$1,450	=	\$342	x	11	12	x	30	=	\$1,354,320	\$123,120
TOTAL Housing Subsidy										32					\$5,542,560	\$173,205

**MSHDA Control Rent Calculation*

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent	=	PRL	x	No. of Units	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
MSHDA Control Rents	120%	Muskegon	Studio	\$1,790	-	\$1,120	=	\$670	x	21	12	x	30	=	\$5,065,200	\$241,200
MSHDA Control Rents	120%	Muskegon	1 bedroom	\$2,028	-	\$1,450	=	\$578	x	11	12	x	30	=	\$2,288,880	\$208,080
TOTAL Housing Subsidy										32					\$7,354,080	\$229,815

Approved BRA TIF Request for Financing Gap/Renovation

\$5,542,560

Other Housing Activities Allowed

Site Preparation

\$75,000

Infrastructure Improvements

\$860,000

BF/WP Prep and Development

\$30,000

Total Housing Subsidy Requested for Approval

\$6,507,560



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Neighborhood Enterprise Zone Certificate - 1542 Adams Ave.				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: The staff are requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 1542 Adams Ave.					
Detailed Summary & Background: An application for a Neighborhood Enterprise zone (NEZ) certificate has been received from Stephens Homes and Investments for a new construction home at 1542 Adams Ave. The cost of construction is \$130,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.					
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Improved community vibrancy through infill development					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">☒</td> </tr> </table>	Yes	No	N/A	☒
Yes	No	N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">☒</td> </tr> </table>	Yes	No	N/A	☒
Yes	No	N/A	☒		
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 1542 Adams Ave. and authorize the City Clerk and Mayor to sign the certificate and resolution.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head			Guest(s) Invited / Presenting: Yes	
Immediate Division Head					

Information Technology			
Other Division Heads			
Communication			
Legal Review			

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received

STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name Stephens Homes and Investments		Type of NEZ ☐ OPRA eligible community NEZ ☒ Workforce Housing NEZ	
Facility's Street Address 1542 Adams Ave		Type of Approval Requested	
City Muskegon	State MI	ZIP Code 49442	☒ New Facility ☐ Rehabilitated Facility ☐ Transfer (1 copy only)
Name of City, Township or Village (taxing authority) City of Muskegon		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
☒ City ☐ Township ☐ Village		Is the facility owned or rented by occupants? ☒ Owned ☐ Rented	
County Muskegon		Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
School District Muskegon			
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone Marquette	Date district was established 10/22/2024
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$130,000.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. Building a 3 bed 1 bathroom with a 2 stall garage on a crawl space totaling 960 sq feet. New Construction			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Additional Timetable Information (if applicable)	
Begin Date	End Date		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Stephen Benedict			
Contact Telephone Number (231) 206-7114		Contact Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Name Stephens Homes and Investments LLC			
Owner/Developer/Applicant Telephone Number (231) 206-7114		Owner/Developer/Applicant Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Mailing Address 1042 Terrace St		City Muskegon	State MI
		ZIP Code 49442	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Developer/Applicant Signature 		Date 4/17/2025	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Muskegon			
Name of Assessor (first and last name) Donna VanderVries			
Telephone Number 231 750 6750		Email Address vandervriesdo@muskegoncounty.net	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature (1) VanderVries			Date 4/22/25
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU: ☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 qualified historic building) ☐ Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: ☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application 5/13/2025			
Clerk's Name (First and Last) Ann Marie Meisch			
Telephone Number 231-724-6721			
Email Address ann.meisch@shorelinecity.com			
Mailing Address 933 Terrace St	City Muskegon	State MI	ZIP Code 49440
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

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

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

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 has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 1542 ADAMS AVE. in the Marquette neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

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 new construction of a home by Stephens Homes and Investments LLC be approved.

Adopted this 13th day of May, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, 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 May 13, 2025.

By: _____
Ann Meisch
City Clerk



MARK F. FAIRCHILD
REGISTER OF DEEDS
Muskegon County Michigan
5839166 D02

Liber: 4373 Page: 609
Page: 1 of 5
12/23/2024 02:34:45 PM

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **STEPHENS HOMES AND INVESTMENTS LLC**, a Limited Liability Company, of 1042 Terrace St, Muskegon, Michigan 49442, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

***SEE ATTACHED LEGAL DESCRIPTIONS**

for the sum of Fifty-Six Thousand, One Hundred Seventy-Five, and 0/100 Dollars (\$**56,175.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on each of the nineteen (19) parcels on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 9th day of December, 2024.

Signed in the presence of:

Linda Potter
Linda Potter
Jessica Lorenson
Jessica Lorenson

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

Before me personally appeared in Muskegon County, Michigan, on December 9, 2024, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Legal Descriptions

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST ½ LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-10
Price: \$2,437.50

2. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WEST ½ LOT 13 BLOCK 386
Address: 213 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-01
Price: \$2,437.50

3. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO
VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00
Price: \$6,000.00

4. Legal Description: PART OF LOTS 576 AND 577, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519 OF SAID CITY OF MUSKEGON
URBAN RENEWAL PLAT NO. 3;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.86 FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING;
CONTINUING SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.87 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 577;
THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID
LOT 577, A DISTANCE OF 102.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 577;
THENCE SOUTH 88 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 16.30 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 35
SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 84 DEGREES 18 MINUTES 34
SECONDS EAST, A CHORD DISTANCE OF 40.12 FEET AND AN ARC LENGTH OF 40.22 FEET TO THE
END OF SAID CURVE;
THENCE SOUTH 13 DEGREES 58 MINUTES 14 SECONDS EAST, A DISTANCE OF 78.18 FEET TO THE
POINT OF BEGINNING.
PARCEL CONTAINS 6062 SQUARE FEET, MORE OR LESS.
Address: 973 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0577-10
Price: \$3,000.00

5. Legal Description: PART OF LOTS 575 AND 576, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13.62 FEET TO THE
POINT OF BEGINNING;
THENCE CONTINUING SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 47.31
FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 13 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.18 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES

28 MINUTES 15 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 64 DEGREES 11 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 76.30 FEET AND AN ARC LENGTH OF 76.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 20 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6264 SQUARE FEET, MORE OR LESS.

Address: 983 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0576-10

Price: \$3,000.00

6. Legal Description: PART OF LOTS 519 AND 575, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.38 FEET;

THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13. 62 FEET;

THENCE NORTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 83.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 24 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 48 DEGREES 21 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 15. 14 FEET, AN ARC LENGTH OF 15. 14 FEET TO THE END OF SAID CURVE;

AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 48 MINUTES 37 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 58 DEGREES 10 MINUTES 20 SECONDS EAST, A CHORD DISTANCE OF 77.07 FEET, AN ARC LENGTH OF 77.99 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 124.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6626 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS EAST BOUNDARY LINE.

Address: 993 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0575-01

Price: \$3,000.00

7. Legal Description: PART OF LOT 519, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 519;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET;

THENCE NORTH 02 DEGREES 14 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 82 DEGREES 41 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 54.76 FEET AND AN ARC LENGTH OF 55.01 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 7062 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS WEST BOUNDARY LINE.

Address: 1003 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0519-01

Price: \$3,000.00

8. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 NORTH 1/2 LOT 553
Address: 554 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-01
Price: \$3,000.00

9. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 SOUTH 1/2 LOT 553
Address: 572 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-10
Price: \$3,000.00

10. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 620
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0621-01
Price: \$3,000.00

11. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 621
Address: 508 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-01
Price: \$3,000.00

12. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2
VACATED N/S ALLEY ADJACENT
Address: 561 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0639-00
Price: \$4,650.00

13. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893
Address: 1542 ADAMS, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0893-00
Price: \$4,650.00

14. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK
8
Address: 320 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0008-10
Price: \$3,000.00

15. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8
Address: 346 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0010-00
Price: \$3,000.00

16. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140
Address: 425 OCTAVIUS, MUSKEGON, MI 49442
Parcel #: 61-24-205-140-0014-00
Price: \$3,000.00

17. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5
BLOCK 13 AND WEST 1/2 OF VAC 16.5 FEET ALLEY ADJACENT THERETO (VAC ALLEY CITY RES
#99-87)
Address: 436 CHARLES, MUSKEGON, MI 49441
Parcel #: 61-24-205-013-0005-00
Price: \$3,000.00

18. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE
1/4 SW 1/4 SW 1/4
Address: 907 ORCHARD, MUSKEGON, MI 49442
Parcel #: 61-24-121-300-0062-00
Price: \$3,000.00

19. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT
OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST
Address: 877 AMITY, MUSKEGON, MI 49442
Parcel #: 61-24-121-300-0116-00
Price: \$3,000.00

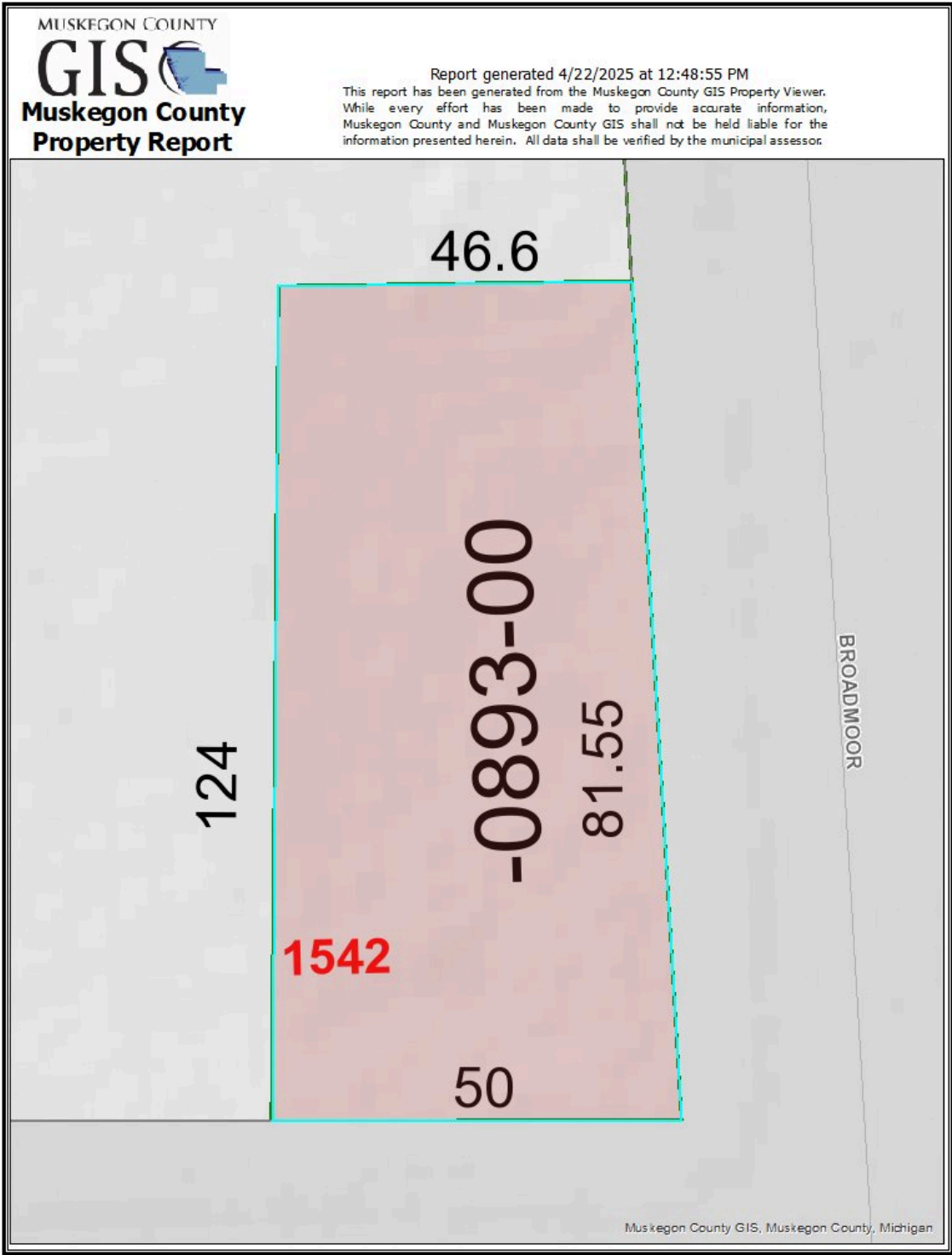


1542 Adams Ave Property Report

Area of Interest (AOI) Information

Area : 6,515.7 ft²

Apr 22 2025 12:48:17 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	6,515.70	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-613-000-0893-00	24	0.15	0.14	1542	No Data	1542 ADAMS AVE	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	CITY OF MUSKEGON	No Data	PO BOX 536	933 TERRACE ST	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49443	0.00	0.00	0.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R-1	CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893	6,515.70

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

Resolution No. 2024-90(A)

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE AND AMEND NEIGHBORHOOD ENTERPRIZE ZONE DISTRICTS WITHIN
THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City pursuant to Public Act 147 of the Michigan Public Acts of 1992, and;

WHEREAS, the City of Muskegon would like to amend existing Neighborhood Enterprise Zone districts to new locations within the City, and;

WHEREAS, the City of Muskegon would like to remove certain areas from the Neighborhood Enterprise Zone and;

WHEREAS, notices were sent to the local taxing jurisdictions on October 10, 2024, and;

WHEREAS, a public hearing was held regarding the creation of this new district on October 22, 2024 at a regular commission meeting of the City of Muskegon; and;

WHEREAS, the old district boundaries will include properties as shown in Exhibit A, and;

WHEREAS, the new and removed boundaries will include properties as shown in Exhibit B, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City pursuant to the Act;

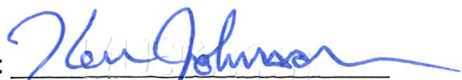
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

Adopted this 22nd day of October, 2024.

Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German

Nays: None

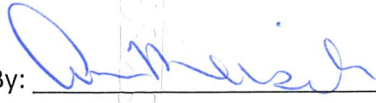
Absent: None

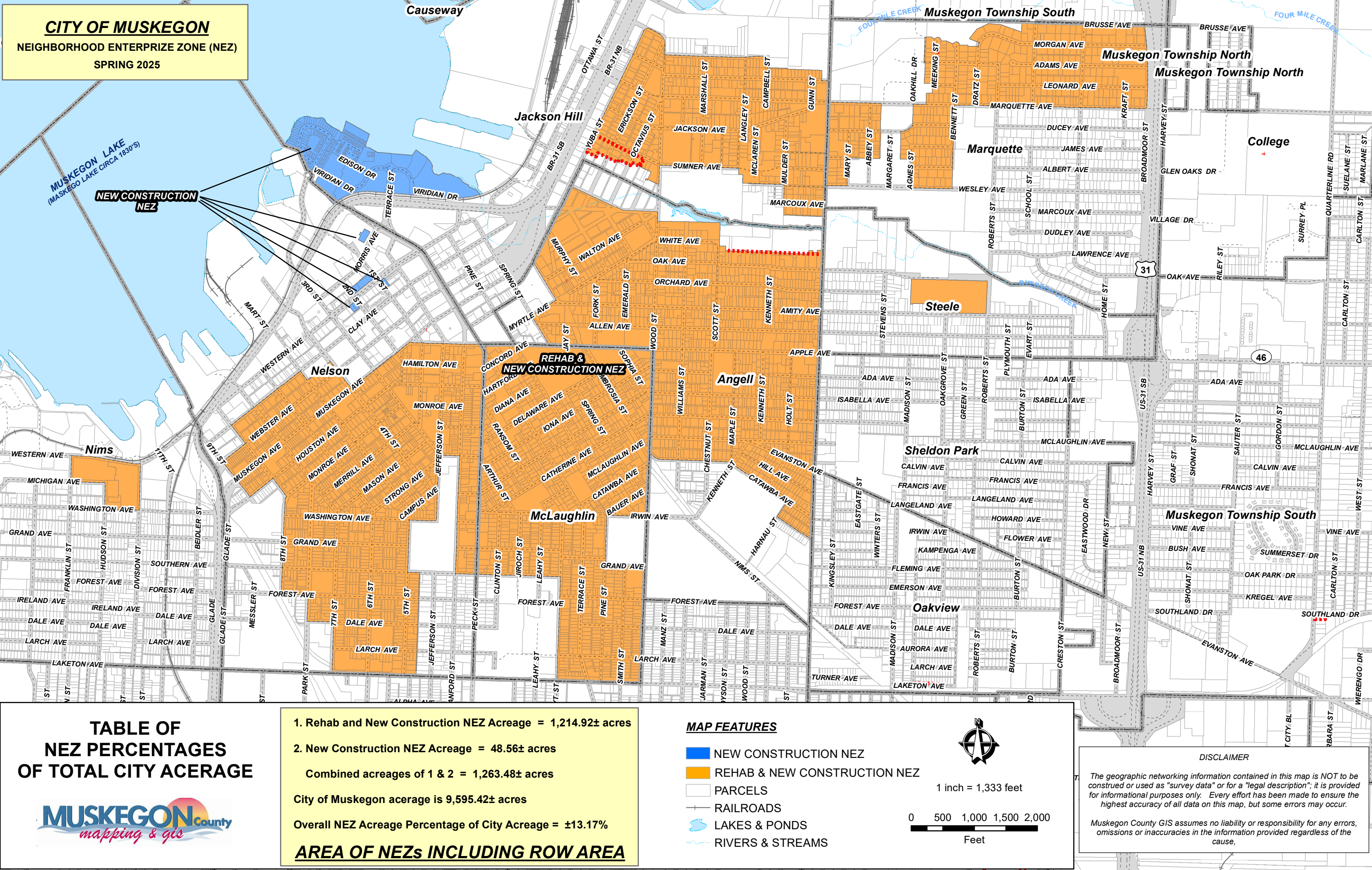
By: 
Ken Johnson, Mayor

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 October 22, 2024.

By: 
Ann Meisch City Clerk



CITY OF MUSKEGON
NEIGHBORHOOD ENTERPRIZE ZONE (NEZ)
SPRING 2025

TABLE OF NEZ PERCENTAGES OF TOTAL CITY ACERAGE	
	

1. Rehab and New Construction NEZ Acreage = 1,214.92± acres

2. New Construction NEZ Acreage = 48.56± acres

Combined acreages of 1 & 2 = 1,263.48± acres

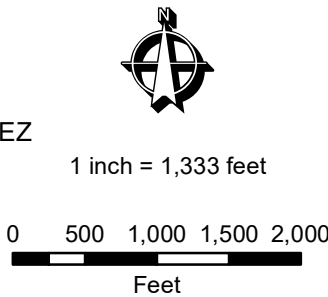
City of Muskegon acreage is 9,595.42± acres

Overall NEZ Acreage Percentage of City Acreage = ±13.17%

AREA OF NEZs INCLUDING ROW AREA

MAP FEATURES

- NEW CONSTRUCTION NEZ
- REHAB & NEW CONSTRUCTION NEZ
- PARCELS
- RAILROADS
- LAKES & PONDS
- RIVERS & STREAMS



DISCLAIMER

The geographic networking information contained in this map is NOT to be construed or used as "survey data" or for a "legal description"; it is provided for informational purposes only. Every effort has been made to ensure the highest accuracy of all data on this map, but some errors may occur.

Muskegon County GIS assumes no liability or responsibility for any errors, omissions or inaccuracies in the information provided regardless of the cause.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Neighborhood Enterprise Zone Certificate - 397 Marquette Ave.						
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development						
Brief Summary: The staff are requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 397 Marquette Avenue.							
Detailed Summary & Background: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from LRS Enterprises LLC for a new construction home at 397 Marquette Ave. The cost of construction is \$180,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.							
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Improved community vibrancy through infill development							
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> ☒ </td> </tr> </table>	Yes	No	N/A	☒		
Yes	No	N/A	☒				
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> ☒ </td> </tr> </table>	Yes	No	N/A	☒		
Yes	No	N/A	☒				
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificate for 15 years for 397 Marquette Ave. and authorize the City Clerk and Mayor to sign the certificate and resolution.							
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;"> ☐ </td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td style="text-align: center;"> ☐ </td> <td></td> </tr> </table>	Immediate Division Head	☐		Information	☐		Guest(s) Invited / Presenting: Yes
Immediate Division Head	☐						
Information	☐						

Technology			
Other Division Heads			
Communication			
Legal Review			

**Application for Neighborhood Enterprise
Zone Certificate**

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received 4/30/2025
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name Rubin Briggs LRS ENTERPRISES LLC		Type of Approval Requested ☒ New Facility ☐ Rehabilitation Facility ☐ Transfer (1 copy only)	
Facility's Street Address 397 Marquette Ave		Amount of years requested for exemption (6-15) 15	Is the facility owned or rented by occupants? ☒ Owned ☐ Rented
City Muskegon	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) Muskegon		Type of Property ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
☒ City ☐ Township ☐ Village			
County Muskegon	School District Muskegon		
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone Jackson Hill	Date district was established 10/22/2024
Identify who the work was completed by ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$ 180,000	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Jackson Hill Single family infill Housing Project Cost \$. 100,000 Financed \$80,000 Cash			
Timetable for undertaking and completing the rehabilitation or construction of the facility. (3) Month Build			
PART 2: APPLICANT CERTIFICATION			
Contact Name Rubin Rudy Briggs		Contact Telephone Number 231-855-3775	
Contact Fax Number		Contact E-mail Address briggsbuilder210@gmail.com	
Owner/Applicant Name		Owner/Applicant Telephone Number	
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code)		Owner/Applicant E-mail Address	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 		Date 4/29/2025	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU <i>City of Muskegon</i>			
Name of Assessor (First and last name) <i>Donna VanderVries</i>		Telephone Number <i>231 750 6750</i>	
Fax Number <i>231 724 1129</i>		E-mail Address <i>VanderVriesd@muskegoncounty.net</i>	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature <i>Donna VanderVries</i>			Date <i>05/01/2025</i>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15)		☐ 1. Original Application	
☐ Exemption Approved for _____ Years (11-17 historical credits)		☐ 2. Legal description of the real property with parcel code #	
☐ Exemption Denied (include Resolution Denying)		☐ 3. Resolution approving/denying application (include # of years)	
Date of resolution approving/denying this application <i>5/13/2025</i>		☐ 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Clerk's Name (First and Last) <i>Ann Marie Meisch</i>		Telephone Number <i>231-724-6721</i>	
Fax Number <i>231-724-6705</i>		E-mail Address <i>ann.meisch@shorelinecity.com</i>	
Mailing Address <i>933 Terrace St.</i>		City <i>Muskegon</i>	State <i>MI</i>
		ZIP Code <i>49440</i>	
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

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

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

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 has been filed with the City Clerk by LRS Enterprises LLC to construct a new home at 397 MARQUETTE AVE. in the Jackson Hill neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

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 new construction of a home by LRS Enterprises LLC be approved.

Adopted this 13th day of May, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, 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 May 13, 2025.

By: _____
Ann Meisch
City Clerk



MARK F. FAIRCHILD
REGISTER OF DEEDS
 Muskegon County Michigan
 5799837 D02

Liber: 4334 Page: 246
Page: 1 of 3
 07/17/2023 03:32:18 PM

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **LRS ENTERPRISES, LLC**, a Michigan limited liability company, of 525 S. Dengl Rd., Muskegon, Michigan 49442,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

***See Attached Legal Descriptions**

for the sum of Fifteen Thousand Seventy-Five and no/100 Dollars (\$15,075.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete the construction of nine (9) single family homes on six (6) parcels herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 27 day of June, 2023.

Signed in the presence of

Holly Erickson
Jeanne Clark

CITY OF MUSKEGON

By Ken Johnson
 Ken Johnson, Its Mayor

and Ann Marie Meisch
 Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
 COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on June 27, 2023, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Griffith
 City of Muskegon Planning Dept.
 933 Terrace St. Room 202
 Muskegon, MI 49440
 Telephone: 231/724-6760

Kimberly Young **KIMBERLY YOUNG**
 Notary Public, Muskegon Co., Michigan
 My Commission Expires June 7, 2027
 Acting in the County of Muskegon
 County, Michigan
 My Comm. Expires: _____

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

File No.: 416869LKR

EXHIBIT "A"

Property situated in the City of Muskegon, County of Muskegon, and State of Michigan described as:

Parcel 1:

The East 105 feet of the West 217 feet of the South 114 feet of the North 139 feet, Block 37, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71.

Parcel 2:

Lot 11 and Lot 12, Block 1, Marcoux's Subdivision, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 6 of Plats, Page 38, Muskegon County Records.

Together with the North 1/2 of vacated alley adjacent thereto.

Parcel 3:

Lot 16, Lot 17 and Lot 18, Block 1, Marcoux's Subdivision, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 6 of Plats, Page 38, Muskegon County Records.

Together with the North 1/2 of vacated alley adjacent thereto.

Parcel 4:

Lot 1, Block 140, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71.

Parcel 5:

Lot 15 and Lot 16, Block 140, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71.

Parcel 6:

Lot 2 and Lot 3, Block 139, Revised Plat (of 1903) of the City of Muskegon, County of Muskegon, Michigan, as recorded in Liber 3 of Plats, Page 71.

Tax ID:

61-24-205-037-0001-01, 61-24-590-001-0011-00, 61-24-590-001-0016-00,

61-24-205-140-0001-00, 61-24-205-140-0015-00, 61-24-205-139-0002-00

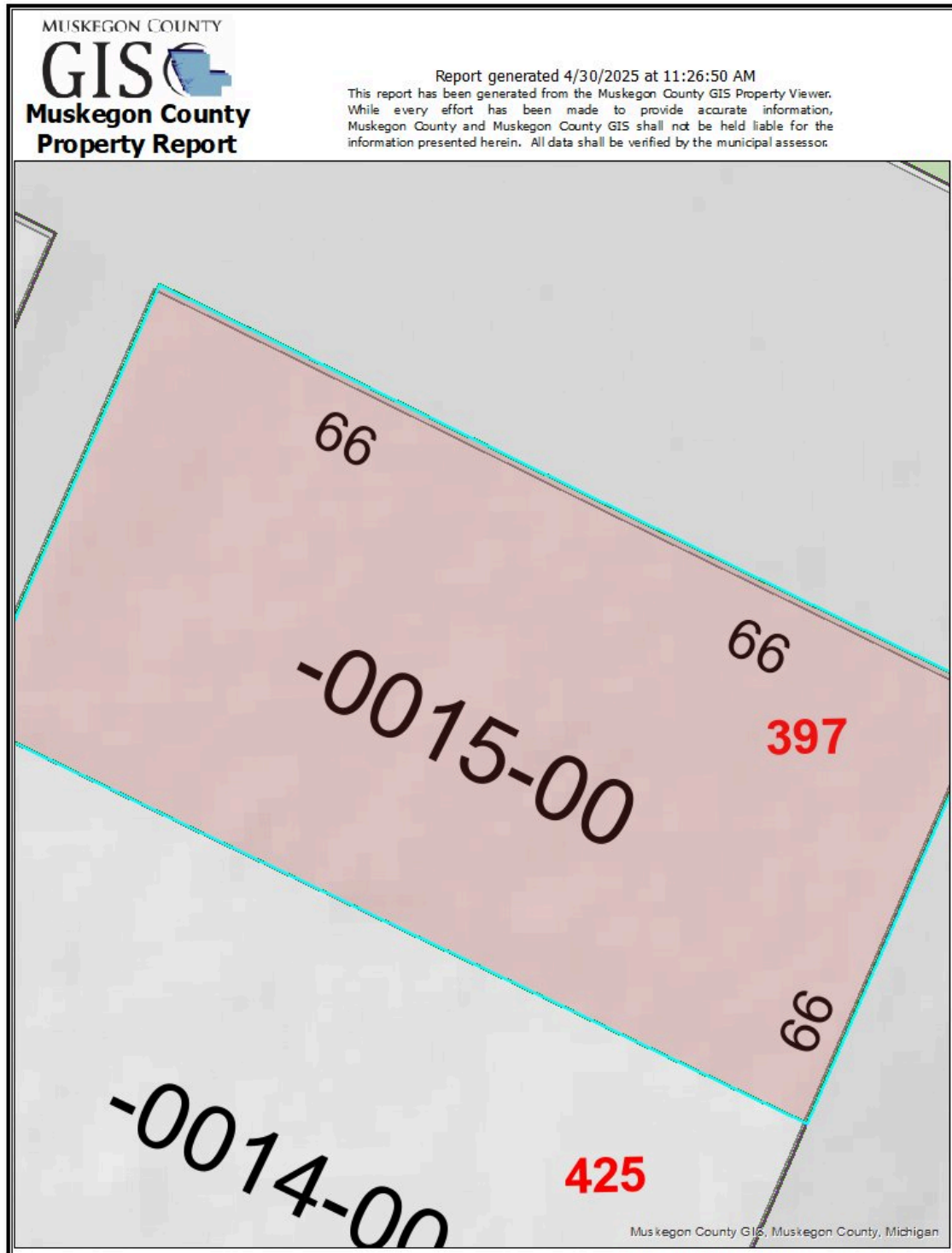


397 Marquette Ave Property Report

Area of Interest (AOI) Information

Area : 8,902.3 ft²

Apr 30 2025 11:26:10 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	8,902.30	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-140-0015-00	24	0.20	0.20	397	No Data	397 MARQUETT E AVE	MUSKEGON

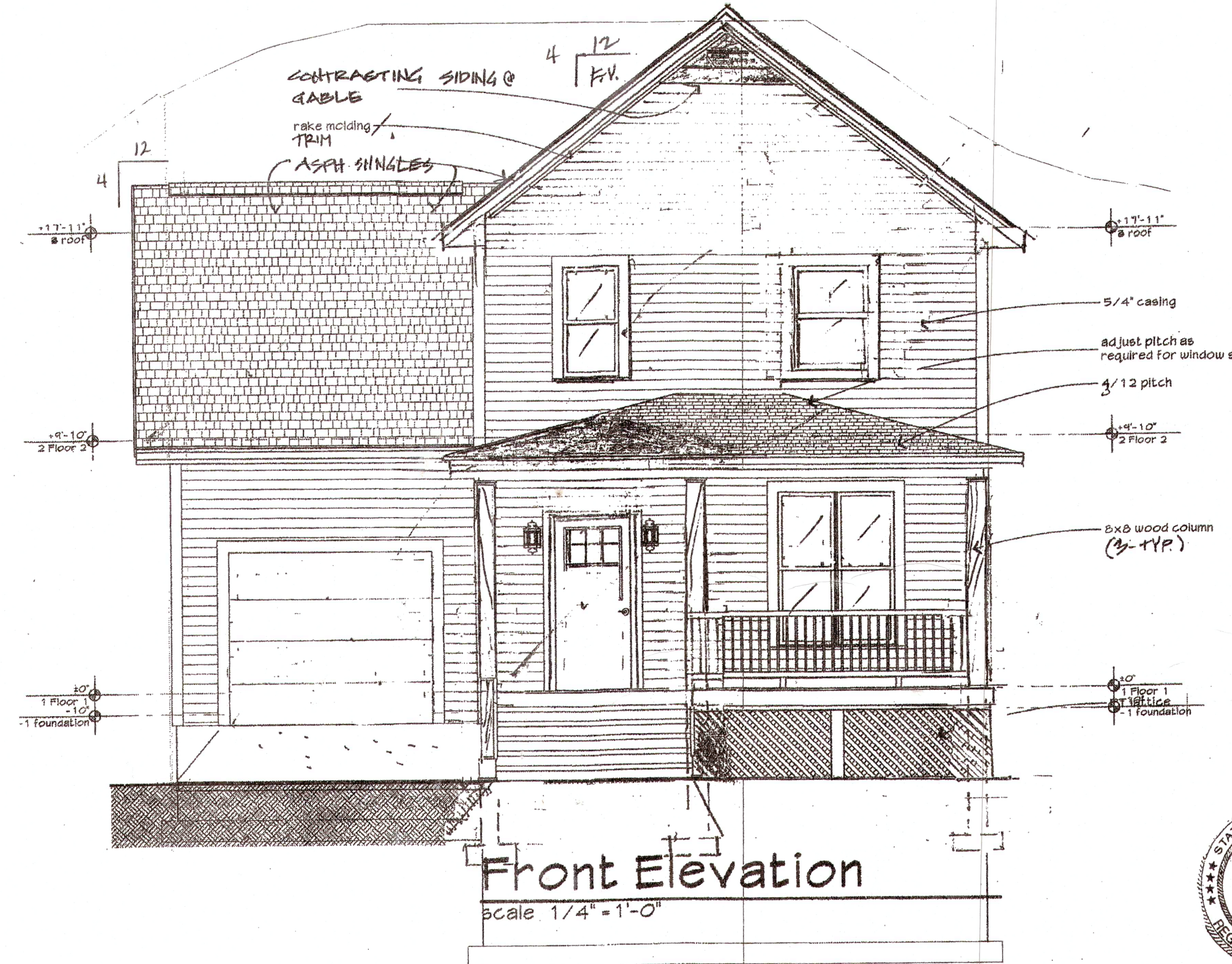
#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	LRS ENTERPRIS ES LLC	No Data	No Data	525 S DANGLE RD	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49442	2,000.00	2,000.00	2,000.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R-1	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 15 & 16 BLK 140	8,902.30

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

#2 southern yellow pine (#1 syp)				
floor truss				
		12' o.c.	16' o.c.	24' o.c.
40 psf live load	2x8	19'-6" @ 2'	11'-10" @ 2'	9'-0" @ 2'
10 psf dead load (all rooms except sleeping)	2x10	16'-2" @ 2'	14'-0" @ 2'	11'-5" @ 2'
30 psf live load	2x8	11'-1" @ 2'	13'-3" @ 2'	10'-10" @ 2'
10 psf dead load (sleeping rooms @ L/360)	2x10	18'-1" @ 2'	15'-8" @ 2'	12'-10" @ 2'
ceiling joist				
20 psf live load	2x6	15'-11" @ 2'	12'-0" @ 2'	9'-10" @ 2'
10 psf dead load (drywall ceiling @ L/240)	2x8	11'-7" @ 2'	10'-5" @ 2'	8'-6" @ 2'
rafters				
20 psf live load	2x6	12'-11" @ 2'	10'-7" @ 2'	8'-2" @ 2'
10 psf dead load	2x8	12'-0" @ 2'	10'-5" @ 2'	8'-1" @ 2'
30 psf live load	2x6	12'-11" @ 2'	10'-7" @ 2'	8'-2" @ 2'
10 psf dead load	2x8	12'-0" @ 2'	10'-5" @ 2'	8'-1" @ 2'
40 psf live load	2x6	11'-7" @ 2'	10'-0" @ 2'	8'-0" @ 2'
10 psf dead load	2x8	14'-5" @ 2'	12'-8" @ 2'	10'-4" @ 2'
Based on 2015 IRC tables				
#2 S-P-F (spruce-pine-fir)				
floor truss				
		12' o.c.	16' o.c.	24' o.c.
40 psf live load	2x8	19'-6" @ 2'	12'-3" @ 2'	10'-3" @ 2'
10 psf dead load (all rooms except sleeping)	2x10	17'-3" @ 2'	15'-5" @ 2'	12'-7" @ 2'
30 psf live load	2x8	14'-11" @ 2'	13'-6" @ 2'	11'-6" @ 2'
10 psf dead load (sleeping rooms @ L/360)	2x10	19'-0" @ 2'	17'-2" @ 2'	14'-1" @ 2'
ceiling joist				
20 psf live load	2x6	14'-9" @ 2'	12'-10" @ 2'	10'-6" @ 2'
5 psf dead load (drywall ceiling @ L/240)	2x8	18'-9" @ 2'	16'-3" @ 2'	13'-3" @ 2'
10 psf dead load	2x10	22'-11" @ 2'	19'-10" @ 2'	16'-3" @ 2'
rafters				
20 psf live load	2x6	16'-3" @ 2'	14'-6" @ 2'	11'-10" @ 2'
7 psf dead load	2x8	21'-3" @ 2'	18'-5" @ 2'	15'-0" @ 2'
30 psf live load	2x6	14'-3" @ 2'	12'-5" @ 2'	10'-1" @ 2'
7 psf dead load	2x8	18'-2" @ 2'	15'-8" @ 2'	12'-10" @ 2'
40 psf live load	2x6	12'-8" @ 2'	11'-0" @ 2'	9'-0" @ 2'
7 psf dead load	2x8	16'-1" @ 2'	13'-11" @ 2'	11'-5" @ 2'



Front Elevation
scale 1/4" = 1'-0"

General Notes

- Square footages are for heated floor areas. This does not include fireplace projection or vaulted space. Stairs are counted on the main floor only.
- Dimensions are from the face of the stud wall. Contractor to verify all dimensions and please contact us if an error is present.
- All footings shall be on firm undisturbed soil of no less than 2000 psf and be below frost depth. The exact size and reinforcement of concrete footings must be determined by local soil conditions. Verify design with local engineer.
- HVAC design to be sized according to the local climate conditions including compass direction.

Energy Notes

- Caulk all exterior toe plates with latex caulk.
- Caulk all wire and pipe holes where they penetrate all upper and lower exterior plates.
- Use blown-in wall insulation if at all possible. If batt insulation is used pack behind all electrical boxes.
- Seal all joints in HVAC ducts, with leakage no more than 3%. Three inch fiber mesh tape should be used on all collar to plenum connections and all gaps that are 1/4" or wider. Insulate ducts with R-6.5 or greater.
- Foam insulate between all exterior window and door edges and rough opening frame. Use non-expanding foam.
- Provide back draft damper on kitchen hood vent, dryer vent, and bathroom vents.
- Insulate all hot water pipes.
- Install wrap kit on water heater.

Structural Notes

These plans are designed for roof loads of 40 psf live load and 10 psf dead load. The chart to the left can be used to adjust for different requirements. All beams are labeled "LVL" and should be sized locally. Roof loads can vary and have a big impact on the beams carrying accumulated loads. Most lumber suppliers can have this done at no charge, however having a registered engineer is recommended.

Wall Header Notes

Headers 3' or less to be 2-2x6 with 1 jack each side.
Headers 4' - 6' to be 2-2x8 with 2 jacks on each side.
Beams 4' to 6' to be 2-2x12 with 2 jacks on each side or 3" min bearing and footing under point loads.

Wall bracing notes

Wall bracing shall be in accordance to IRC/NGRC Section 602.10.3. The required length of bracing for each side of a rectangle circumscribed around the plan or a portion of the plan at each story level shall be determined using Table R602.10.3 and Figure R602.10.3(1). The cumulative contributing length of braced wall panels assigned to a rectangle side shall be greater than or equal to the required length of bracing specified in Table R602.10.3. The following additional requirements shall apply.

Limitations - The continuous sheathing requirements of Section R602.10.3 shall be limited to bracing methods CS-WSP and CS-SFB in accordance with Table R602.10.1 with the following conditions of use:

- Basic design wind speed shall not exceed 115 mph.
- Wall height at each story level shall not exceed 12 feet.
- Eave to ridge height shall not exceed 20 feet.
- Exterior walls shall be sheathed on all sheathable surfaces including infill areas between braced wall panels, above and below wet openings, and on gable end walls.
- Except when used for bracing method CS, the interior side of exterior walls and both sides of interior walls shall be sheathed continuously with minimum 1/2-inch-thick gypsum wall board interior finish fastened in accordance with Table R702.3.5, or approved interior finish of equivalent or greater shear resistance unless required for fire separation by Section R702.8, gypsum board shall be permitted to be omitted where the required length of bracing as determined in Table R602.10.3 is multiplied by 1.40.
- Floors shall not cantilever more than 24 inches (607 mm) beyond the foundation or bearing wall below.

Requirements - The required length of bracing for each side of a rectangle circumscribed around the plan or a portion of the plan at each story level shall be determined using Table R602.10.3 and Figure R602.10.3(1). The cumulative contributing length of braced wall panels assigned to a rectangle side shall be greater than or equal to the required length of bracing specified in Table R602.10.3. The following additional requirements shall apply:

- Braced wall panels on exterior or interior walls shall be assigned to the nearest rectangle side as shown in Figure R602.10.3(2) for each story level floor plan.
- Braced wall panels shall be distributed and installed in accordance with Figure R602.10.3(3).
- A minimum of one-half the required bracing amount for each rectangle side should be located on exterior walls within 8 feet of the location of the rectangle side.
- Interior braced wall panels using Method CS shall be assigned to the closest parallel rectangle side and shall contribute 0.5 times their actual length. The narrowest width of braced wall panels allowed for CS is 4'-0", and the CS accounts for CS being half the strength of other methods except LWB. For CS, the bracing amount provided on an upper story equals or exceeds the amount of bracing required for the story below, an analysis of bracing shall not be required for the upper story.
- CS-WSP Continuous sheathed WSP method to have: Minimum braced material thickness or size 5/8". Minimum brace panel length or brace angle 2'4" adjacent to window not more than 61% of wall height; 30" adjacent to minimum brace panel length or brace angle 2'4" adjacent to window not more than 61% of wall height; 48" for large openings. Fasteners: 6d common nail or 8d (2 1/2" long x 0.119" diameter) nails. See Table R602.9(5). Space 4" edges and 12" field.

CODE SUMMARY

CONFORM TO LATEST VERSION OF EACH APPLICABLE CODE & ADMENDMENTS THERETO:
2015 MICHIGAN RESIDENTIAL CODE
2015 MICHIGAN MECHANICAL CODE
2015 MICHIGAN PLUMBING CODE
2017 NATIONAL ELECTRICAL CODE
2015 MICHIGAN BUILDING CODE
2014 INTERNATIONAL FIRE CODE
MICHIGAN ENERGY CODE (ASHRAE 90.1-2013)

USES = SINGLE FAMILY RESIDENTIAL
OCCUPANCY = R-2 (Containing sleeping units, where occupants are primarily permanent in nature)
ACTUAL = Single Family Units

DRAWING INDEX:

- C-1 COVER SHT - SPEC. NOTES / CODE DATA
- A-1 BSMT / FOUNDATION PLS / DETAILS
- A-2 FIRST & SECOND FLR PLS.
- A-3 EXTERIOR ELEVATIONS / STAIR DETAILS
- A-4 MISCELLANEOUS DETAILS
- SP-1 REF SITE PLAN

JOB COPY

APPROVED
Subject to Field Inspection
Department of Building Inspection
REVIEWED FOR CODE COMPLIANCE
By: 1-9-23
Date:

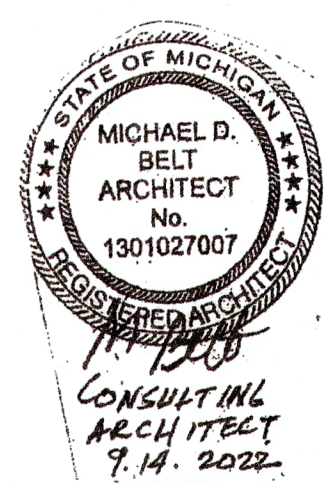
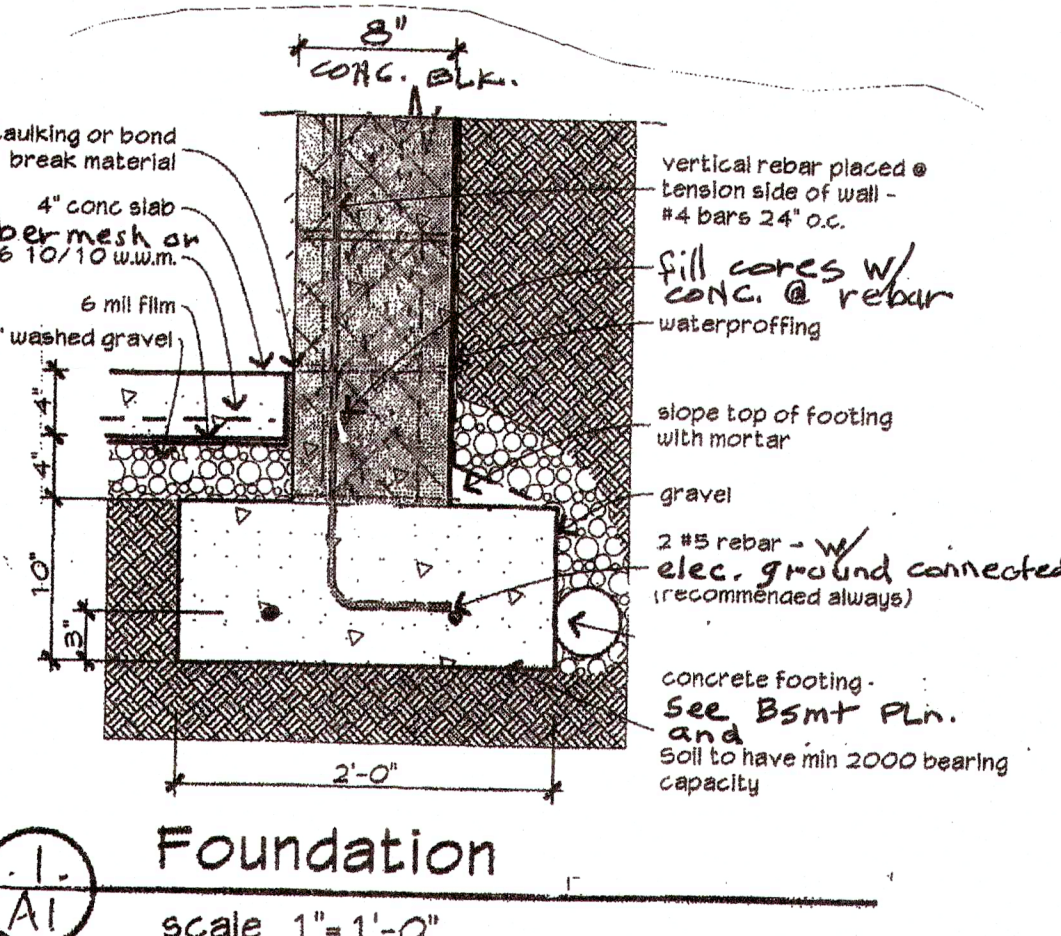
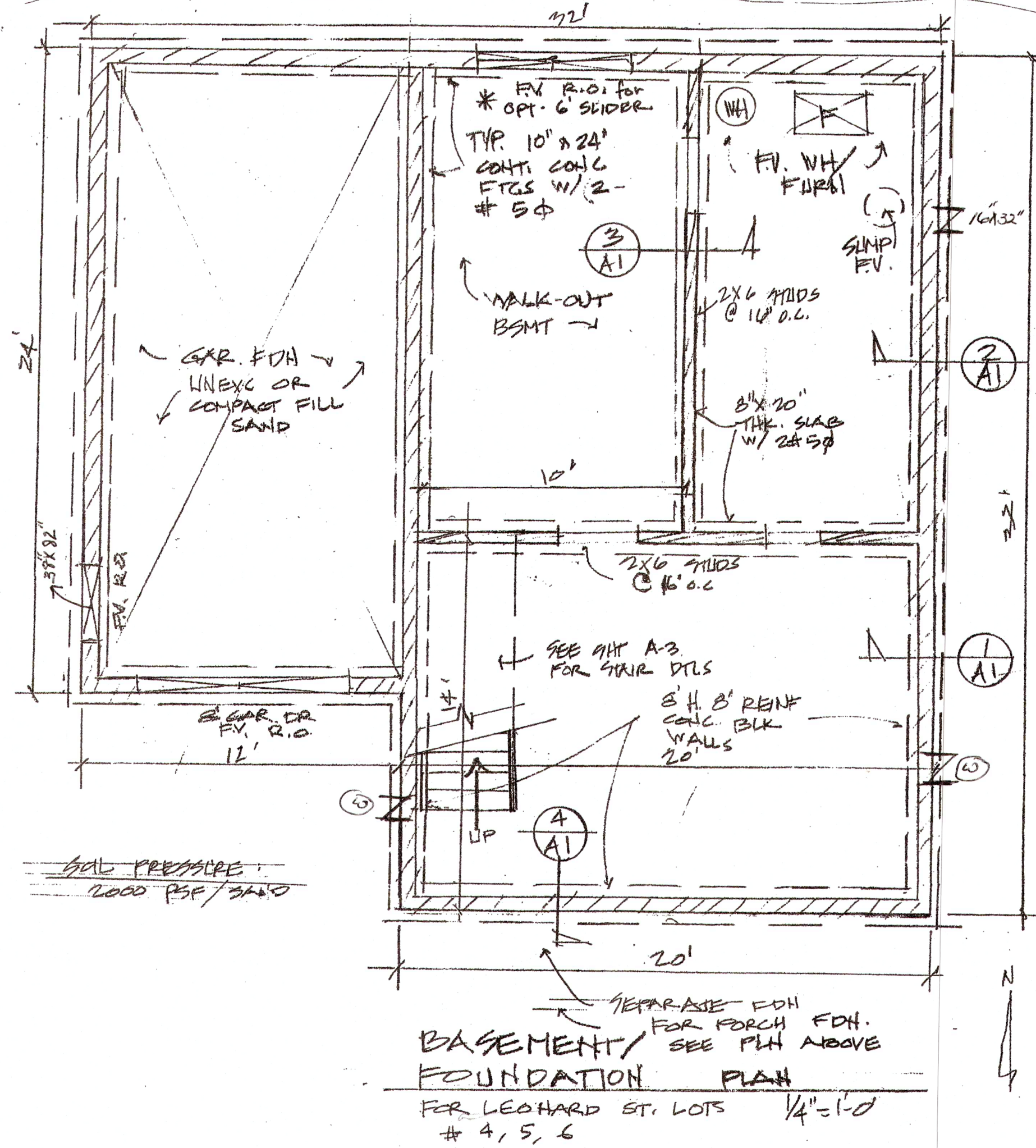
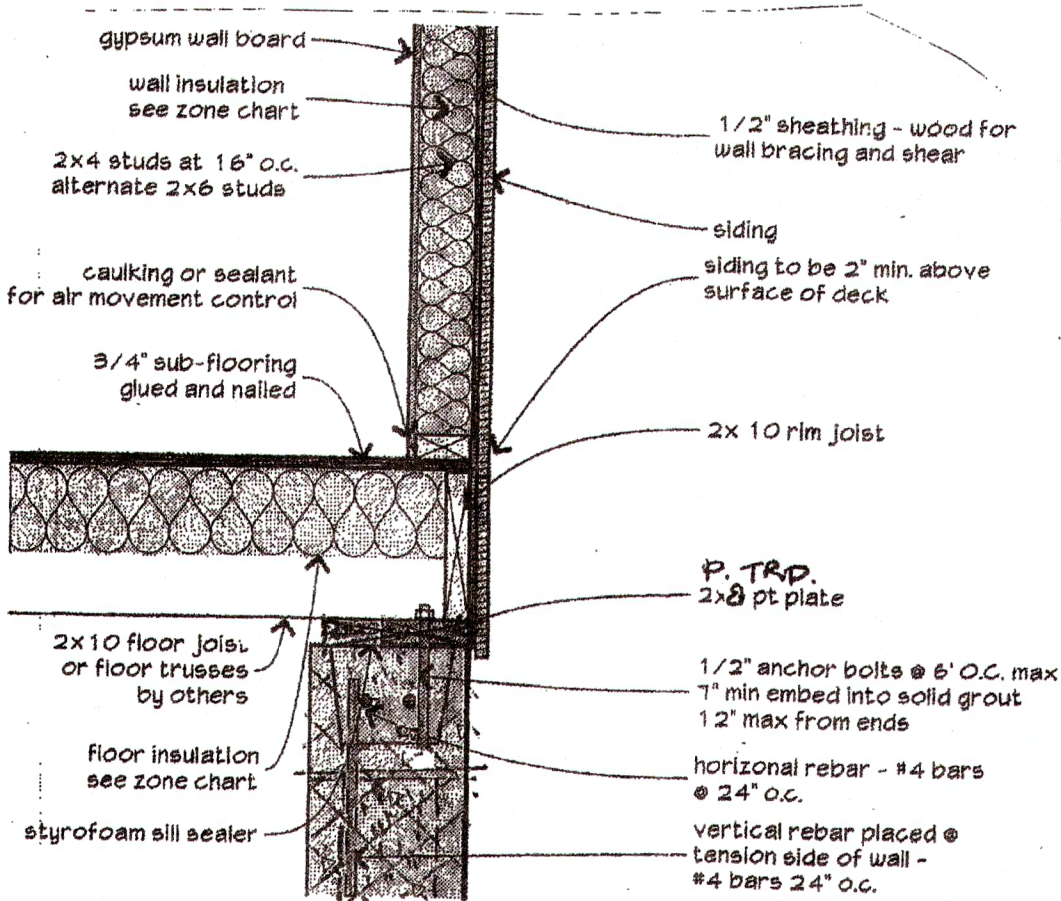
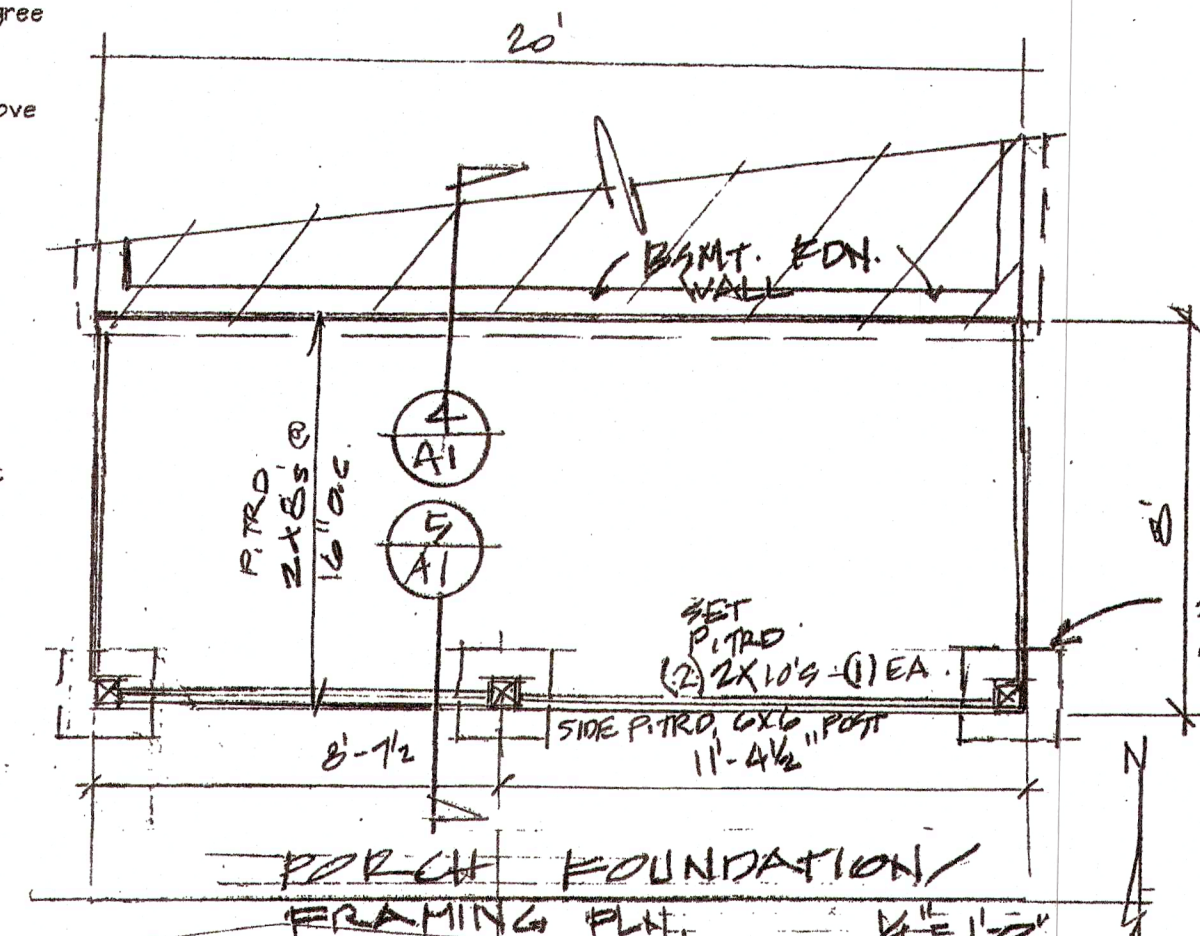
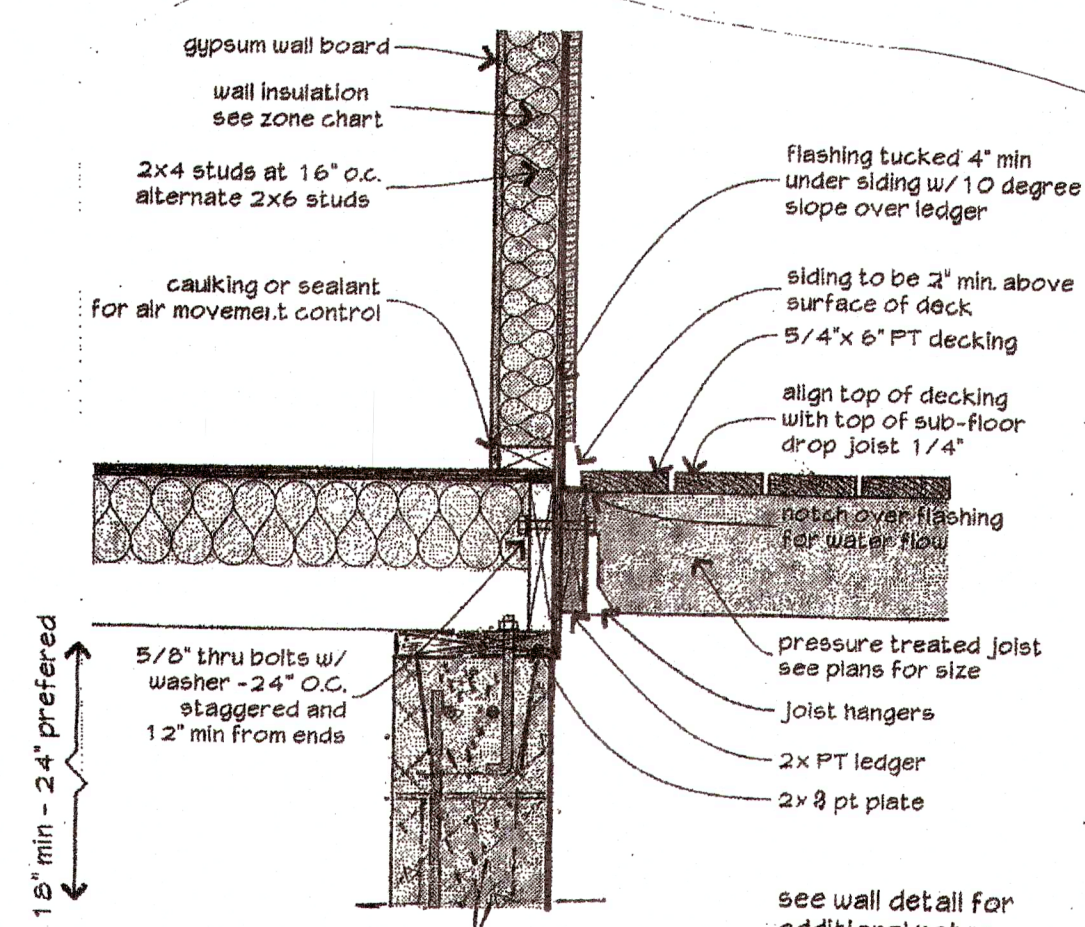
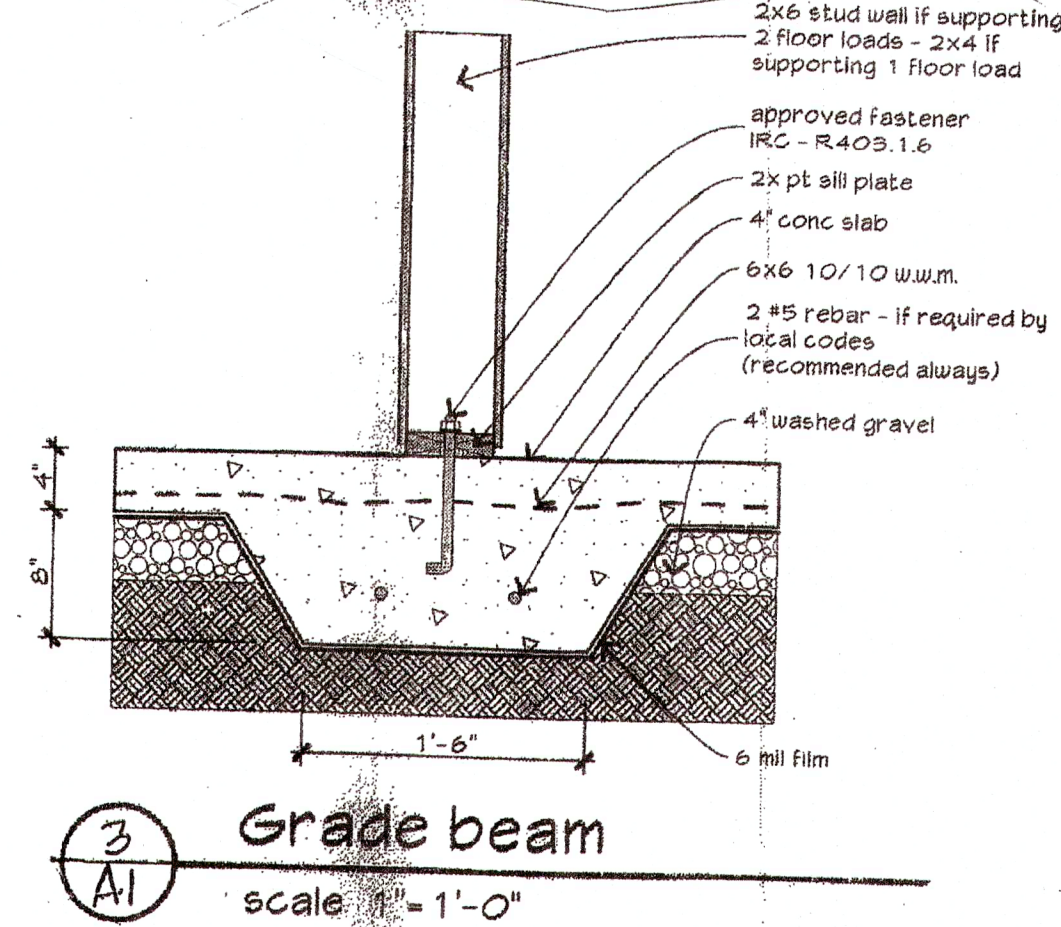
RECEIVED
JAN 09 2023
CITY OF MUSKEGON
BUILDING SAFETY DEPT

STATE OF MICHIGAN
MICHAEL D. BELT
ARCHITECT
No. 1301027007
CONSULTING ARCHITECT
9.14.2022

CONSULTING ARCHITECT
MICHAEL BELT, RA NCARB
ECO ARCHITECT DESIGNS & LANDSCAPES, PLLC
918 DYKSTRA ROAD, N. MUSKEGON, MI 49445
CELL: 517.525.1204
michael.belt@comcast.net

SHEET #

C-1



CONSULTING ARCHITECT
MICHAEL BELT, RA NCARB
ECO ARCHITECT DESIGNS & LANDSCAPES, PLLC
918 DYKSTRA ROAD, N. MUSKEGON, MI 49445
CELL: 517.525.1204
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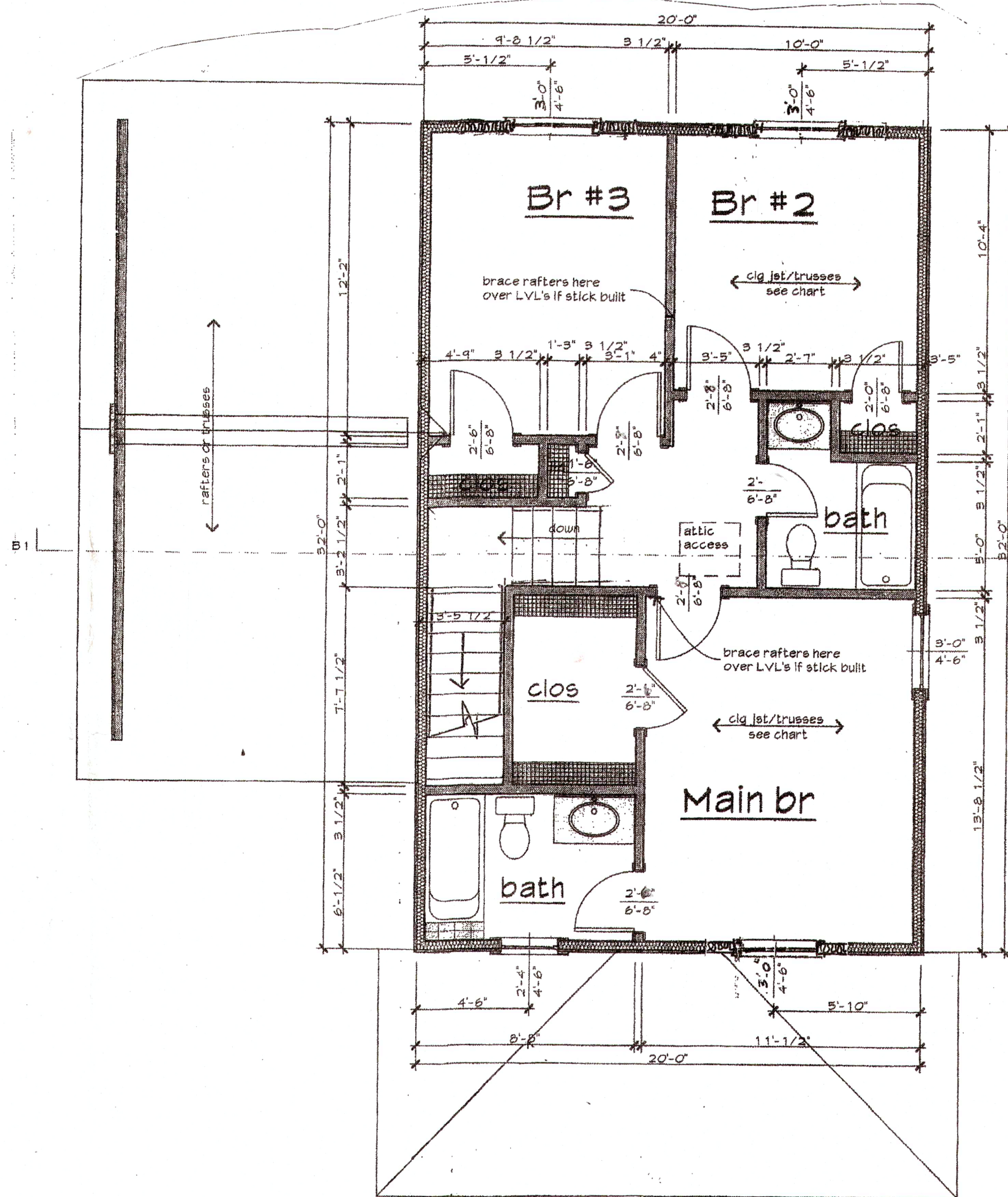
SHEET #
A-1

Window List			
W x H Size	Units	Window Type	Quantity
2'-0"x3'-0"	Single	RW1-4 Doublehung	1
2'-4"x4'-6"	Single	RW1-4 Doublehung	1
2'-4"x5'-2"	Single	RW1-4 Doublehung	1
3'-0"x4'-6"	Single	RW1-4 Doublehung	4
2'-4'-0"	Single	"	2
4'-0"x4'-0"	Twin	RW1-4 Doublehung	1

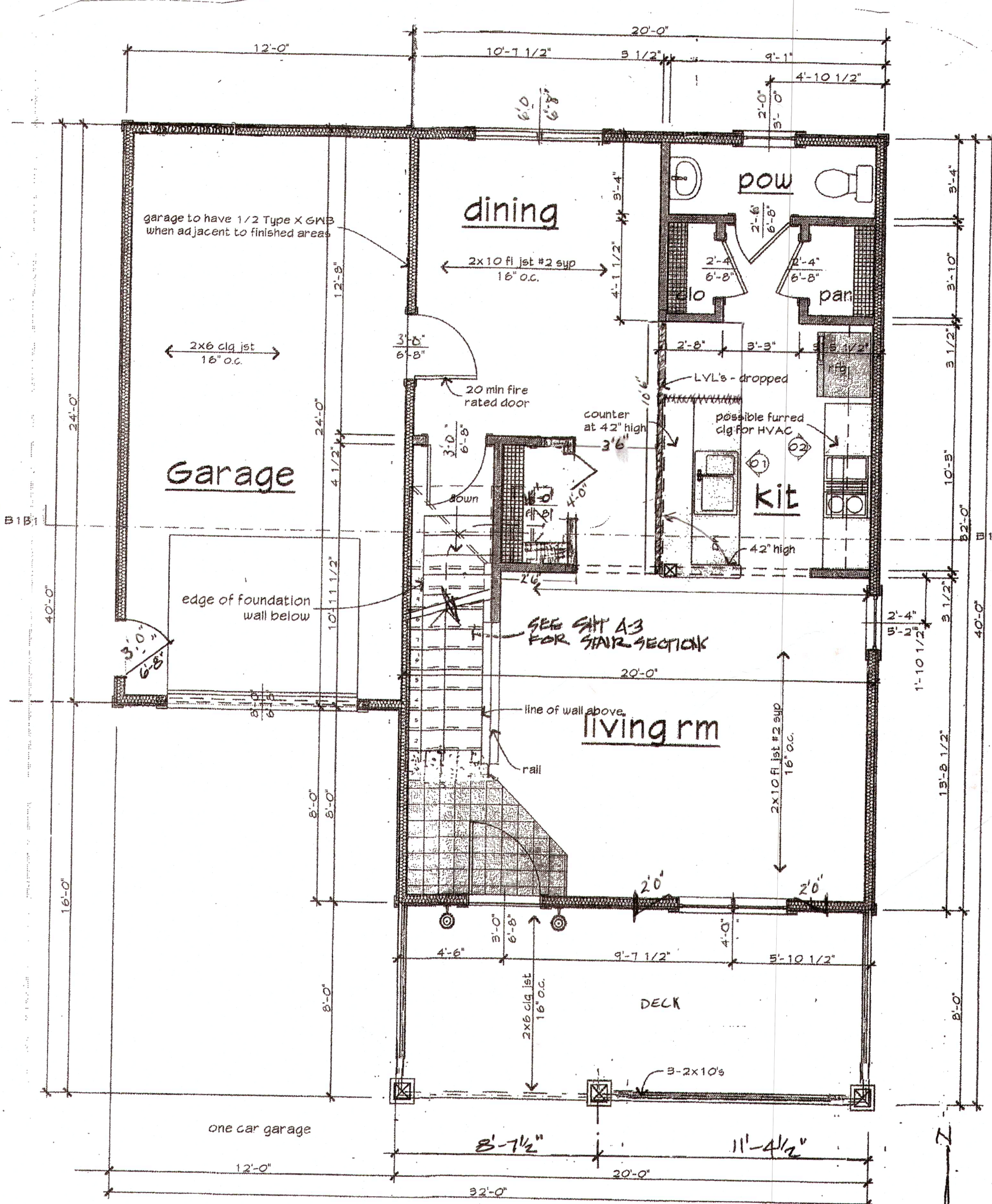
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Door List				
Width	Height	Name	Type	Quantity
1'-6"	6'-8"	RD02 Swing	Interior	1
2'-0"	6'-8"	RD02 Swing	Interior	1
2'-4"	6'-8"	RD02 Swing	Interior	1
2'-6"	6'-8"	RD02 Swing	Interior	4
2'-8"	6'-8"	RD02 Swing	Interior	3
3'-0"	6'-8"	RD01 Door ST	Exterior	1
4'-0"	6'-8"	RD05 Bifold	Interior	1
* 6'-0"	6'-8"	RD02 SLIDING	Exterior	1
8'-0"	6'-8"	RD01 Overhead	Garage	1
				19

INSUL
MTZ DR.

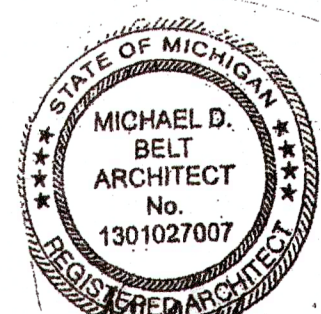


Floor 2 plan
scale 1/4"=1'-0"



Floor 1 plan
scale 1/4"=1'-0"

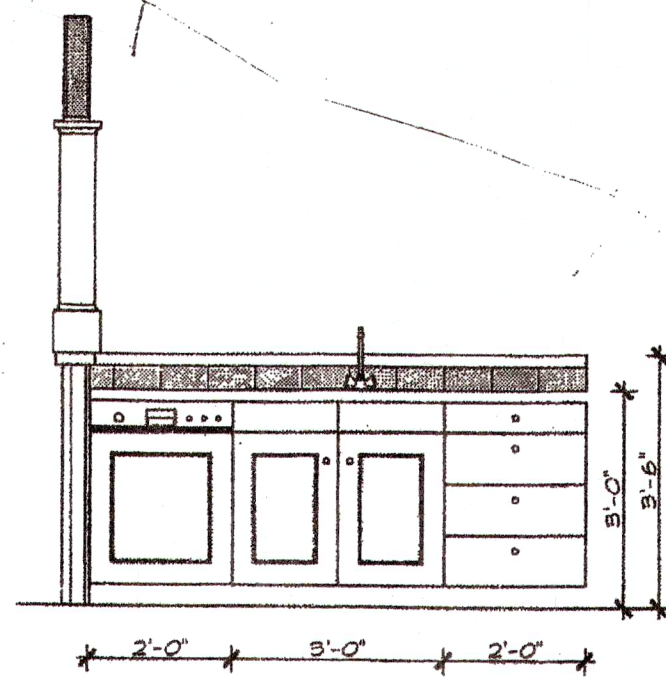
Floor 1 plan 640 sq.ft.
Floor 2 plan 598 sq.ft.
total 1238 sq.ft.



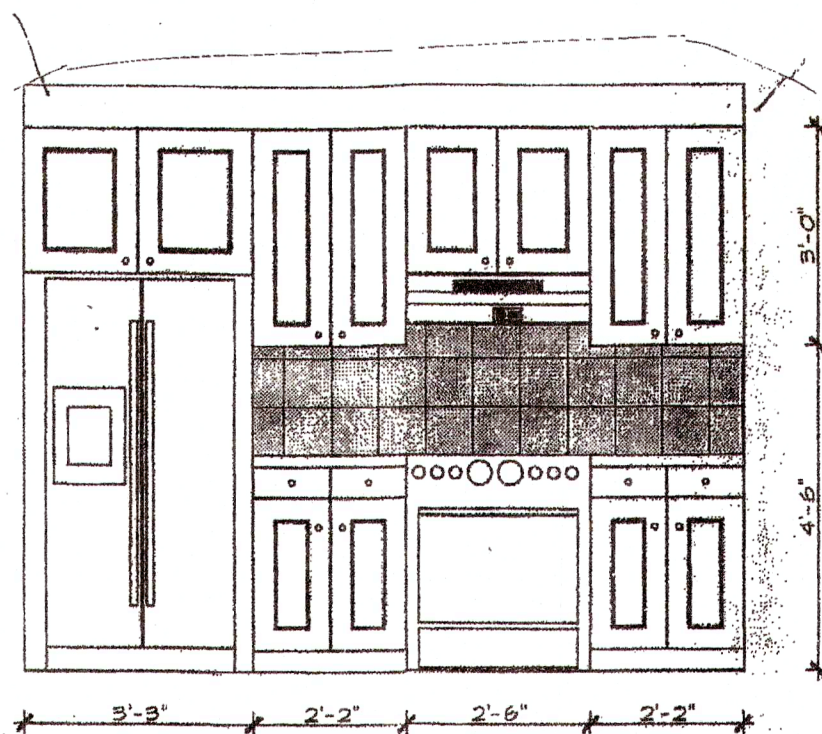
CONSULTING ARCHITECT
7.14.2022

CONSULTING ARCHITECT
MICHAEL BELT, RA NCARB
ECO ARCHITECT DESIGNS & LANDSCAPES, PLLC
918 DYKSTRA ROAD, N. MUSKEGON, MI 49445
CELL: 517.525.1204
michael.belt@comcast.net

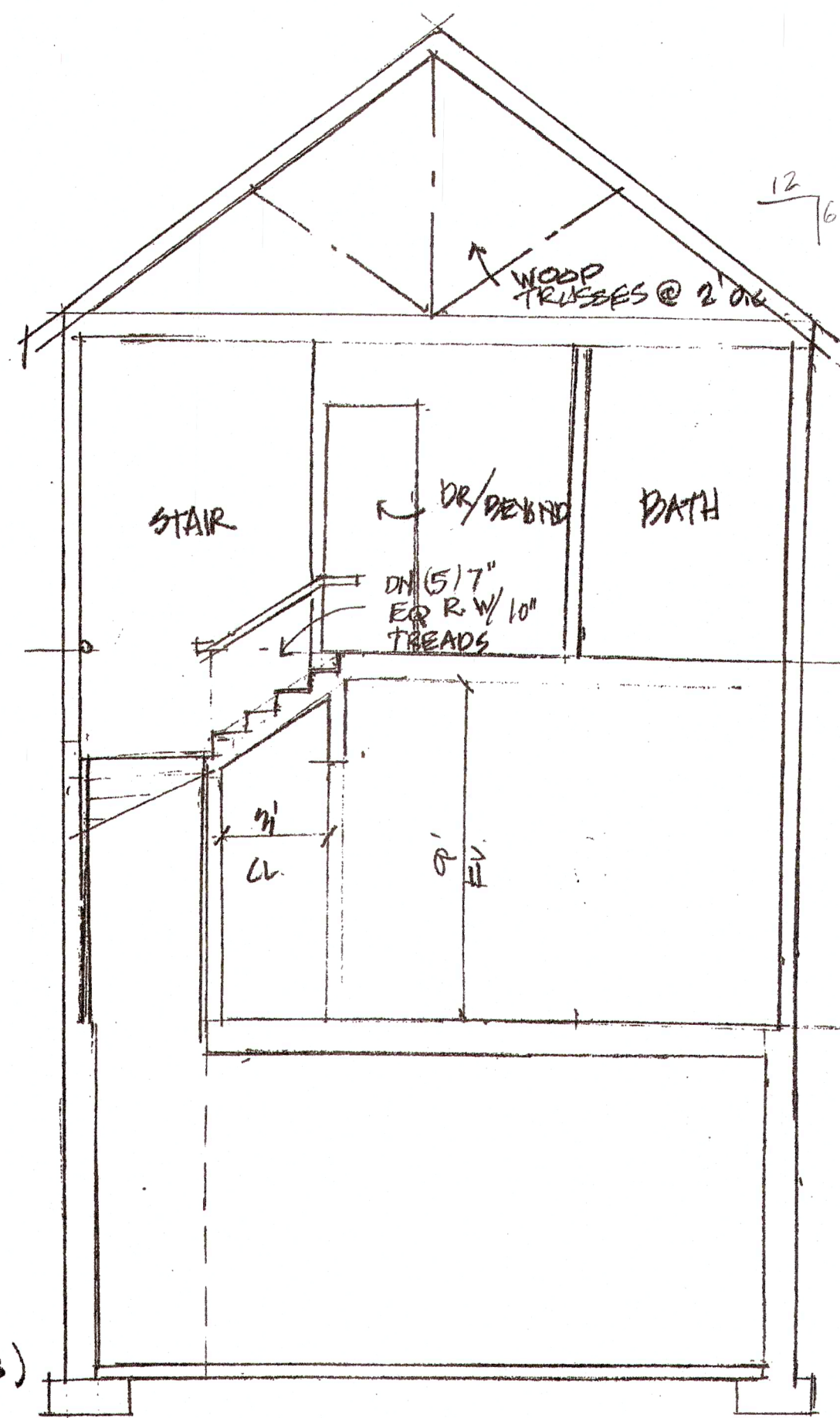
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A-2



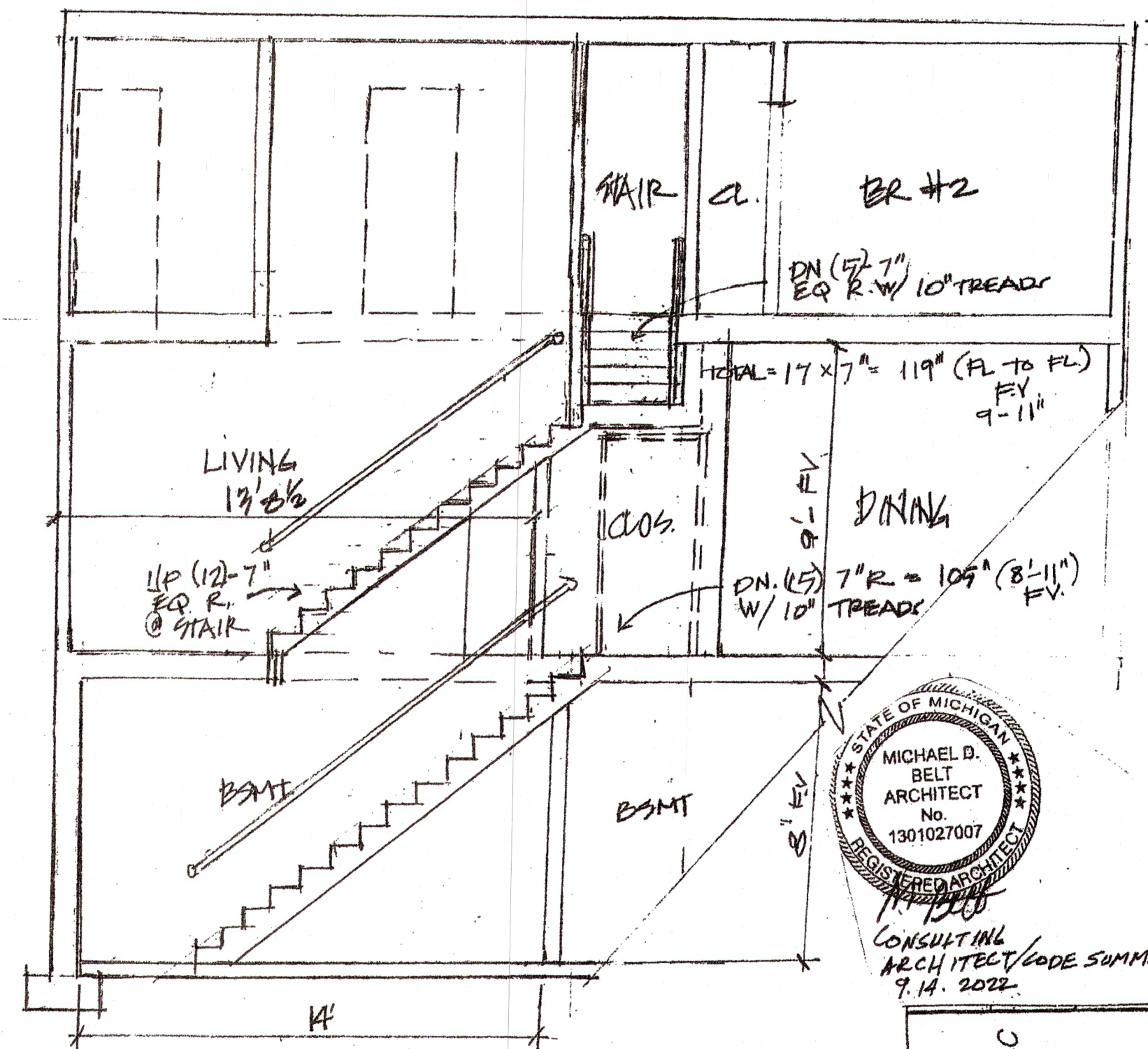
O1 Kitchen (SUGGESTED MAY CHANGE)
Scale 3/8" = 1'-0"



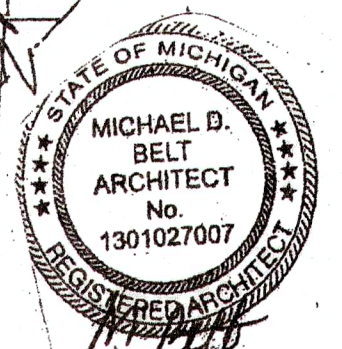
O2 Kitchen (OPTIONAL KIT. MAY VARY FROM ORIG)
Scale 3/8" = 1'-0"



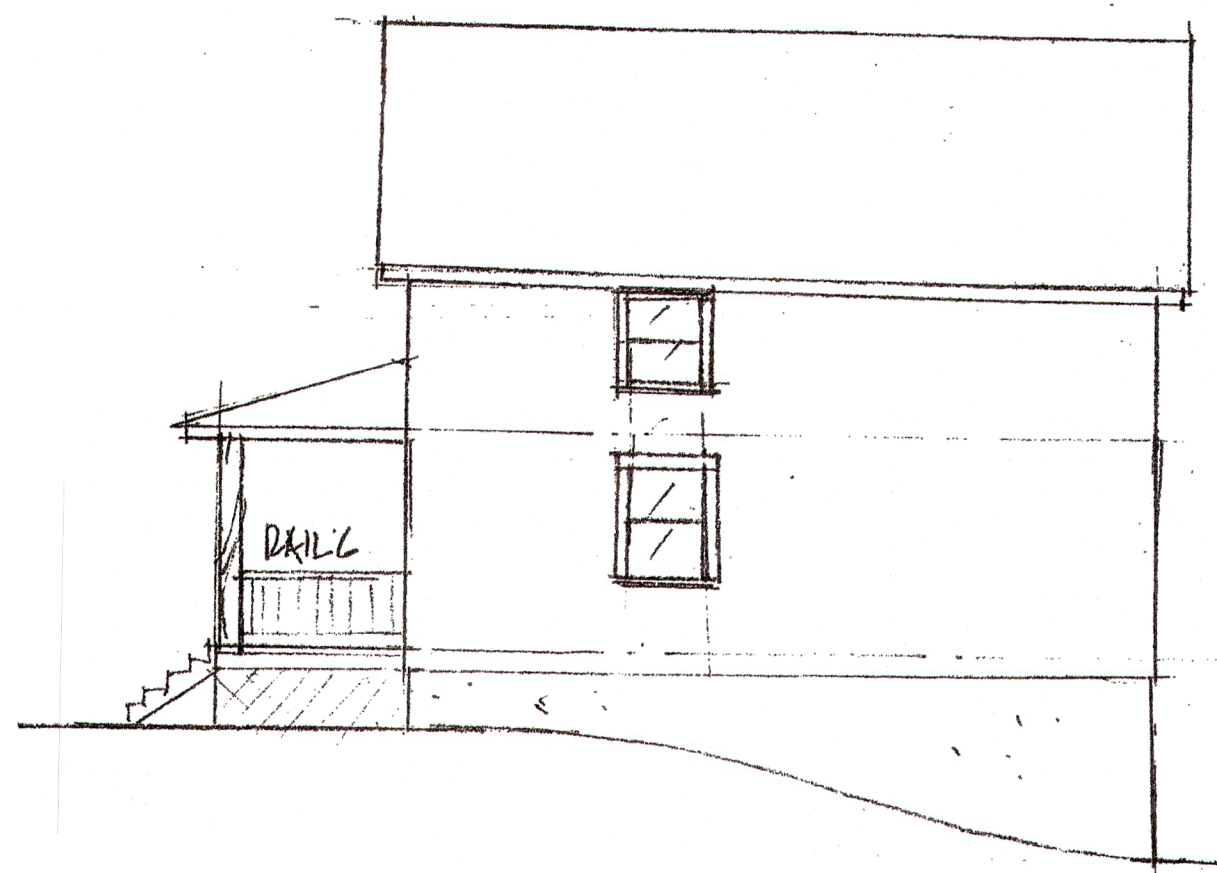
BLDG SECTION @ STAIR
1/4" = 1'-0"



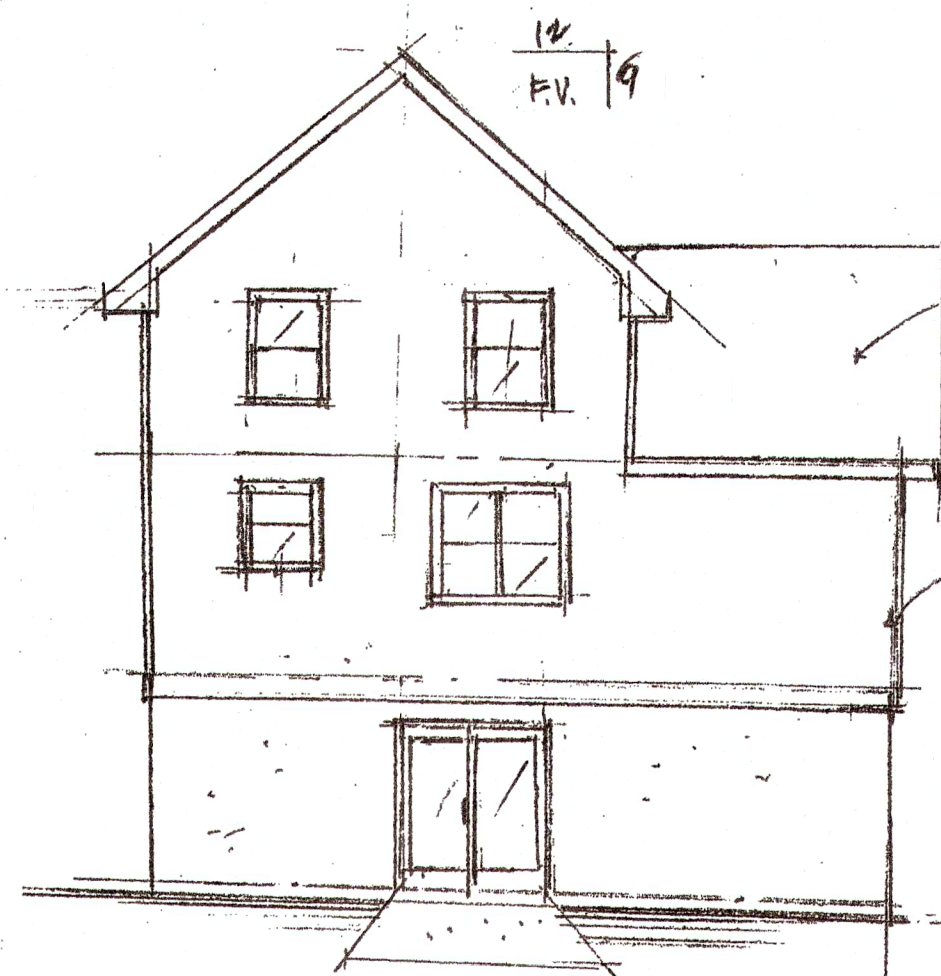
STAIR DETAILS
1/4" = 1'-0"



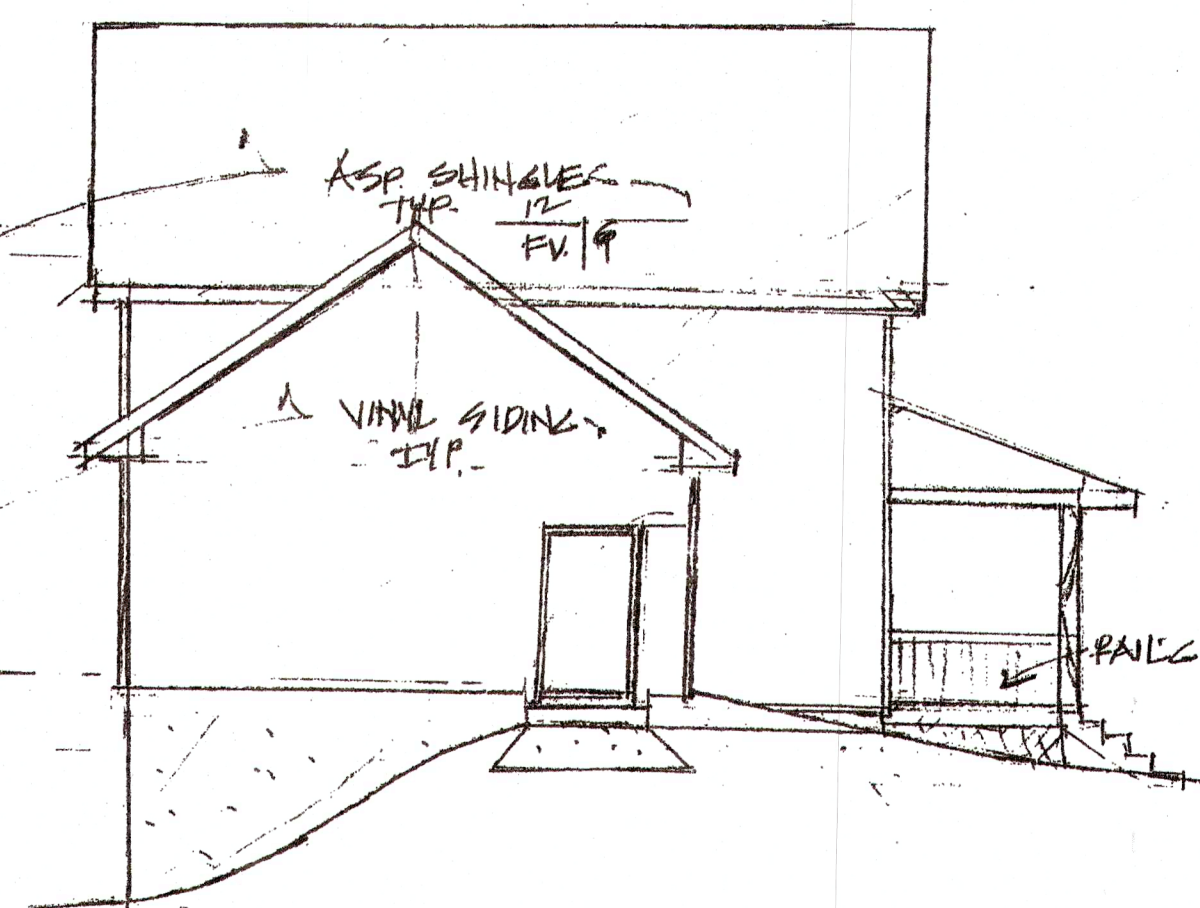
CONSULTING ARCHITECT/CODE SUMMARY
9.14.2022



V. SIDE ELEV. 1/8" = 1'-0"



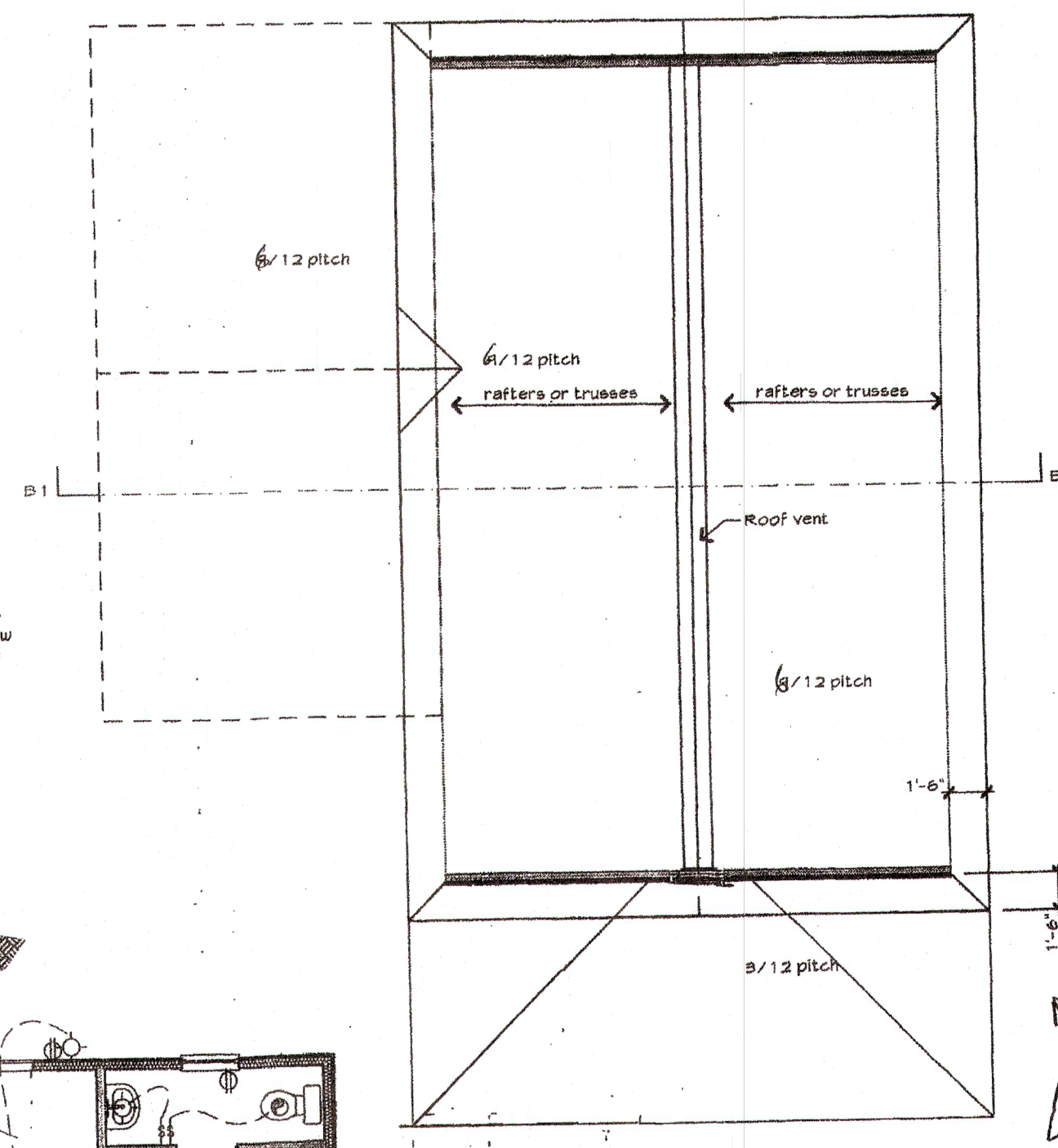
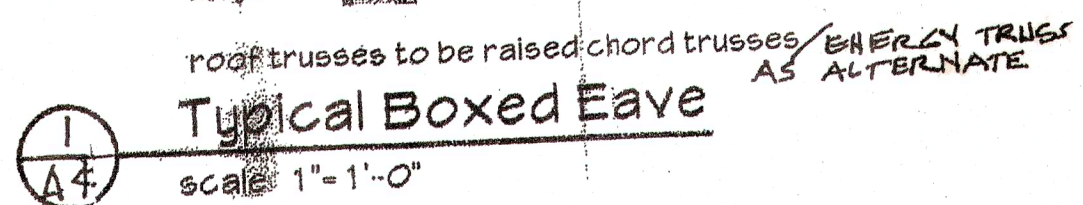
N. BACK ELEV 1/8" = 1'-0"



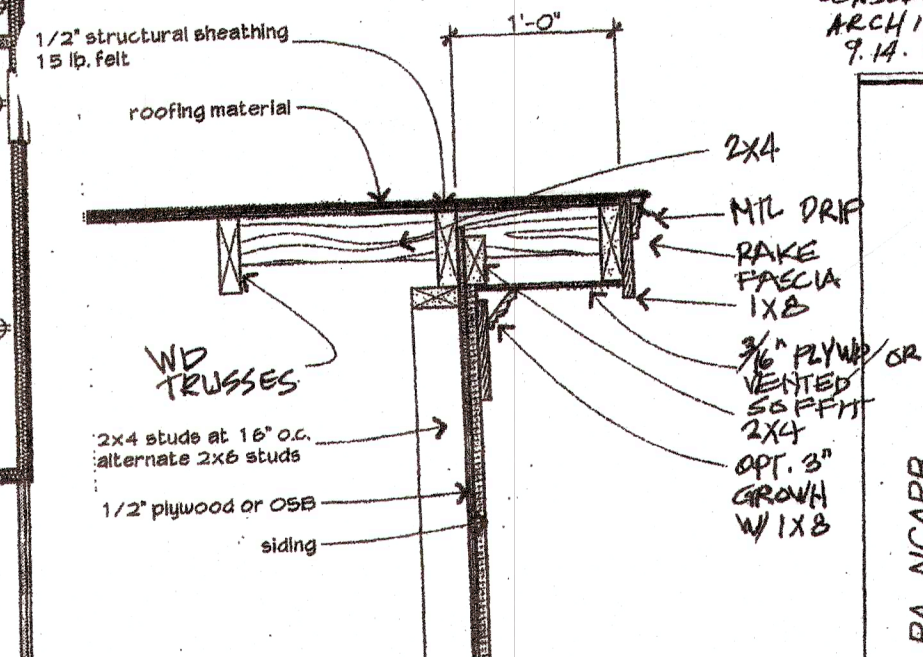
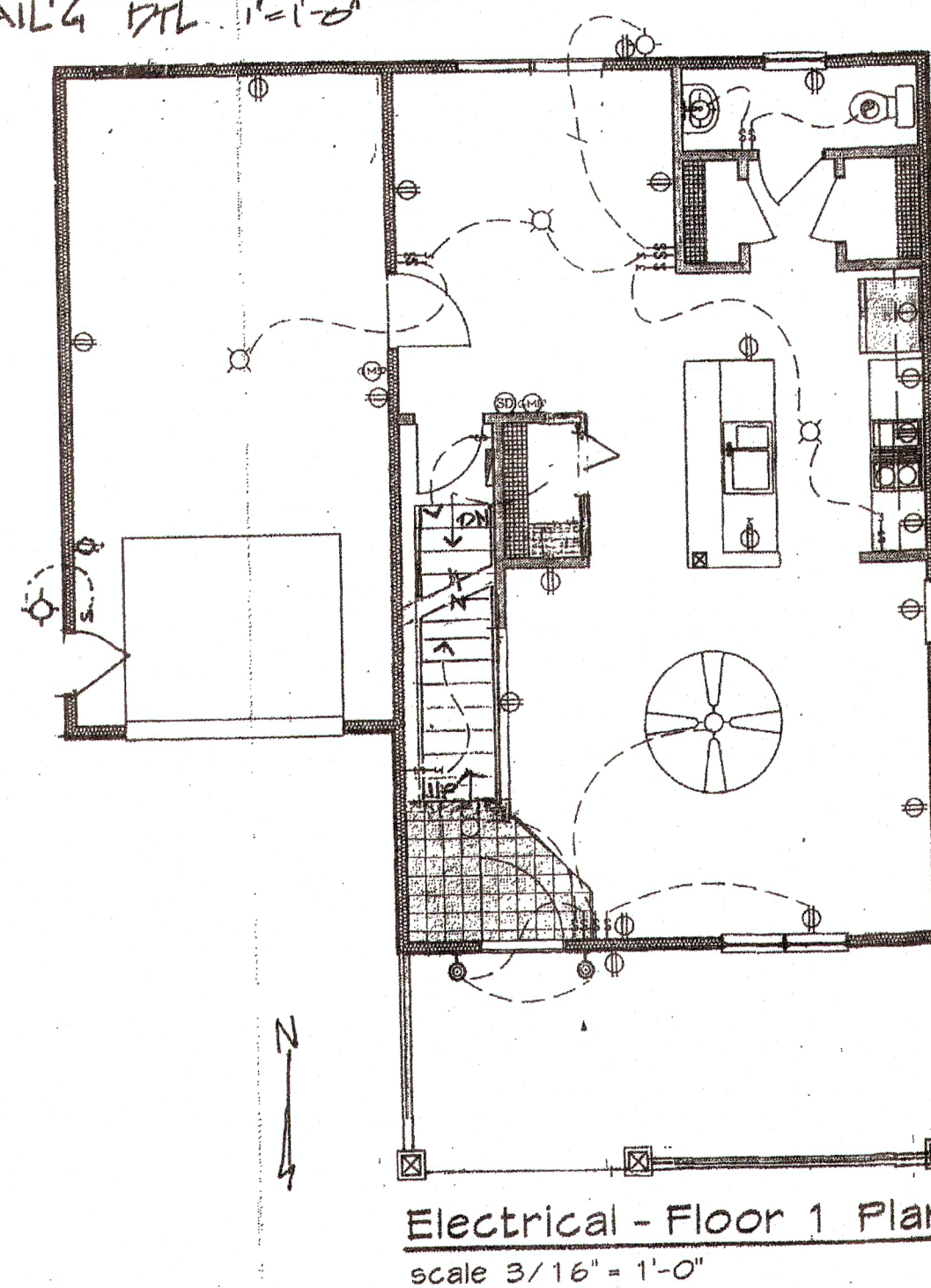
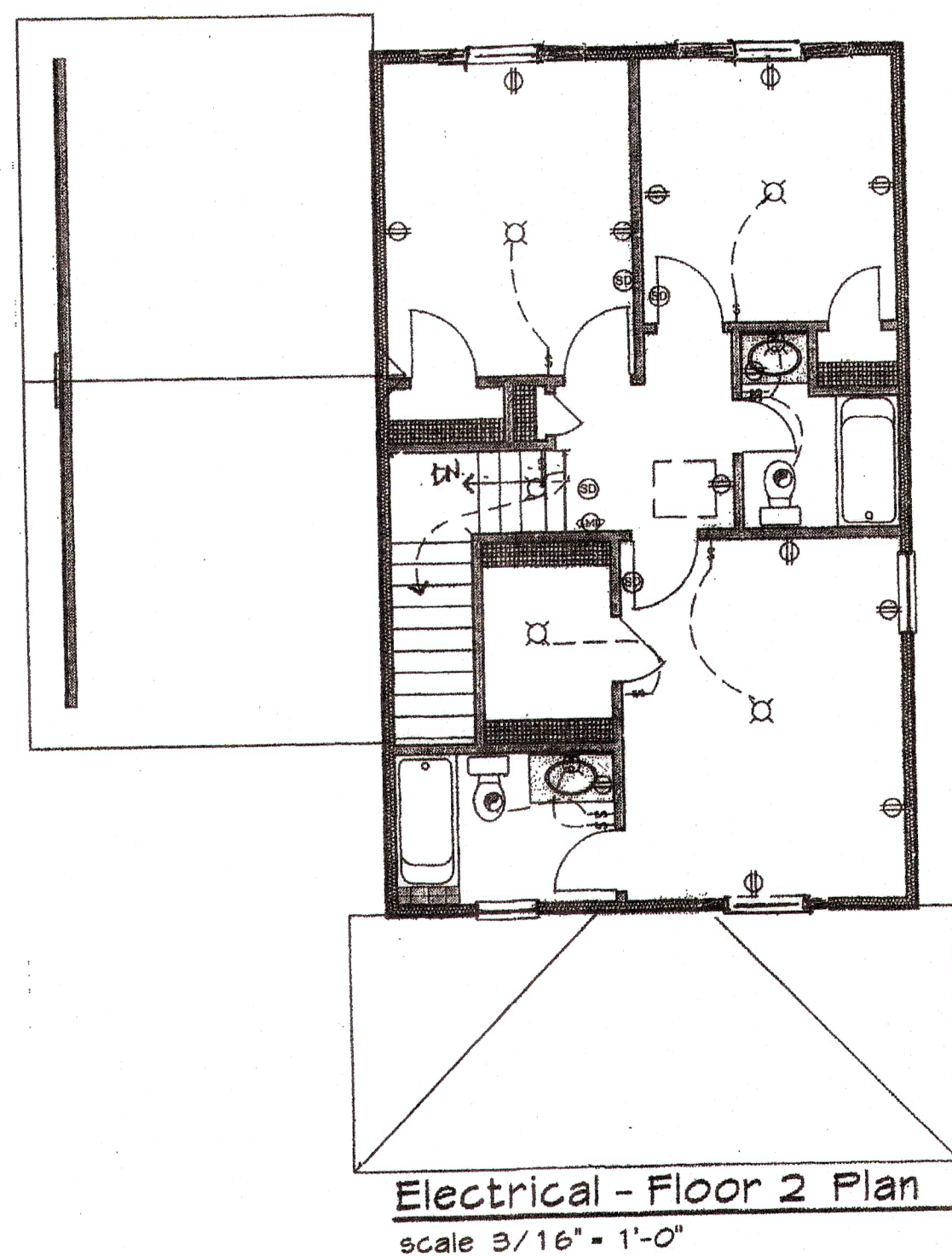
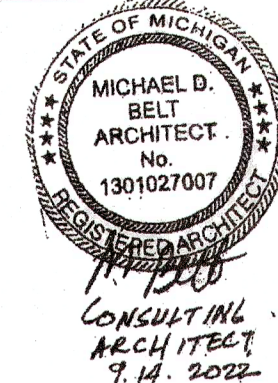
E. SIDE ELEV. 1/8" = 1'-0"

CONSULTING ARCHITECT
MICHAEL BELT, RA NCARB
ECO ARCHITECT DESIGNS & LANDSCAPES, PLLC
918 DYKSTRA ROAD, N. MUSKEGON, MI 49445
CELL: 517.525.1204
michael.belt@comcast.net

SHEET #
A.3



Roof plan scale $3/16" = 1'-0"$



3
A-4

Typical Rake
scale 1" = 1'-0"

CONSULTING ARCHITECT
MICHAEL BELT, RA NCARB
ECHO ARCHITECT DESIGNS & LANDSCAPES, PLLC
918 DYKSTRA ROAD, N. MUSKEGON, MI 49445
CELL: 517.525.1204
michael.belt@comcast.net

SHEET #
A-4

Resolution No. 2024-90(A)

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE AND AMEND NEIGHBORHOOD ENTERPRIZE ZONE DISTRICTS WITHIN
THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City pursuant to Public Act 147 of the Michigan Public Acts of 1992, and;

WHEREAS, the City of Muskegon would like to amend existing Neighborhood Enterprise Zone districts to new locations within the City, and;

WHEREAS, the City of Muskegon would like to remove certain areas from the Neighborhood Enterprise Zone and;

WHEREAS, notices were sent to the local taxing jurisdictions on October 10, 2024, and;

WHEREAS, a public hearing was held regarding the creation of this new district on October 22, 2024 at a regular commission meeting of the City of Muskegon; and;

WHEREAS, the old district boundaries will include properties as shown in Exhibit A, and;

WHEREAS, the new and removed boundaries will include properties as shown in Exhibit B, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City pursuant to the Act;

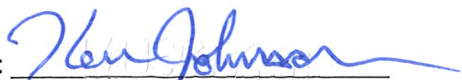
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

Adopted this 22nd day of October, 2024.

Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German

Nays: None

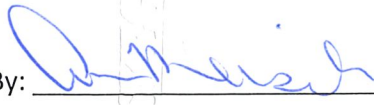
Absent: None

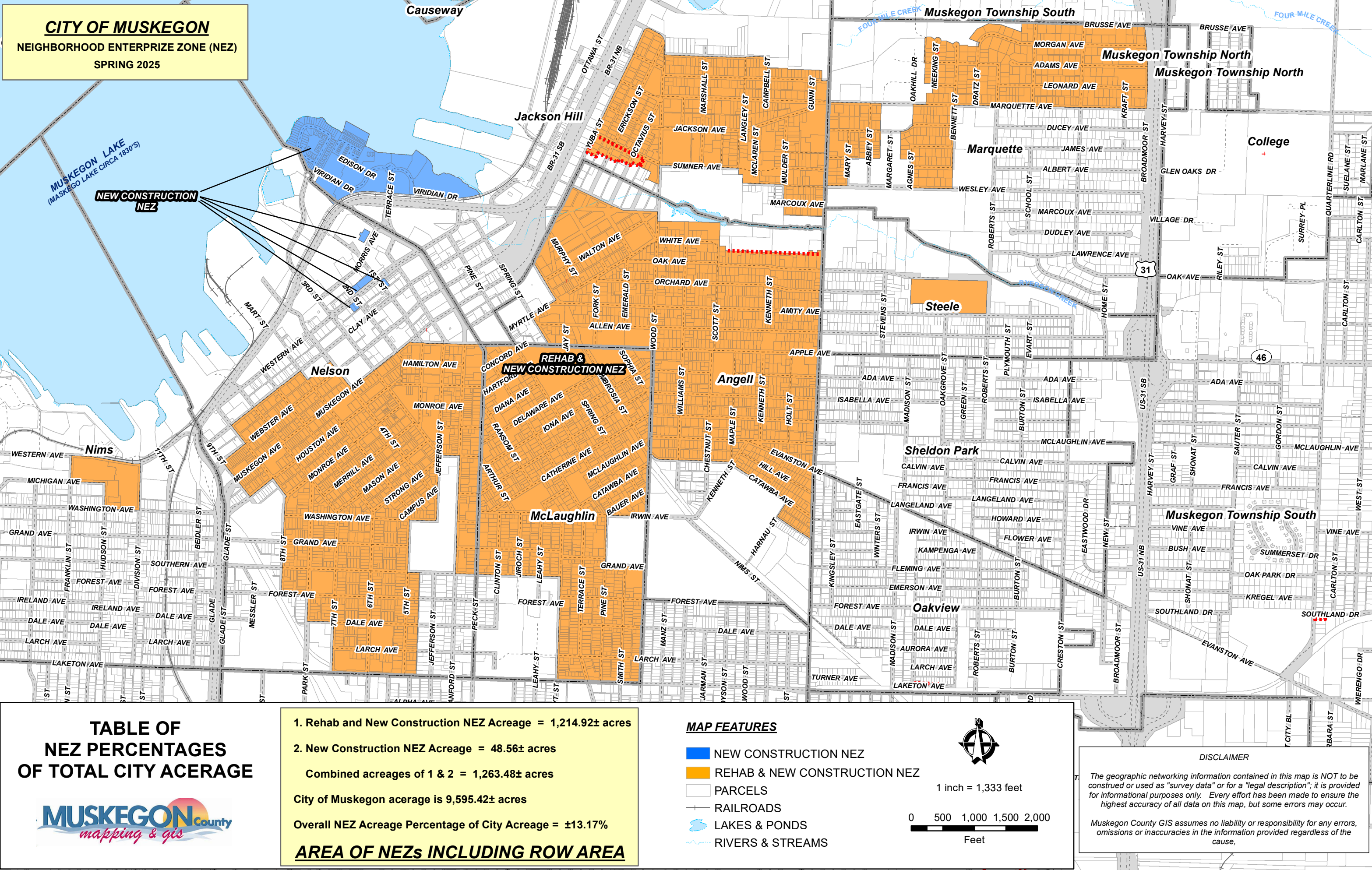
By: 
Ken Johnson, Mayor

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 October 22, 2024.

By: 
Ann Meisch City Clerk



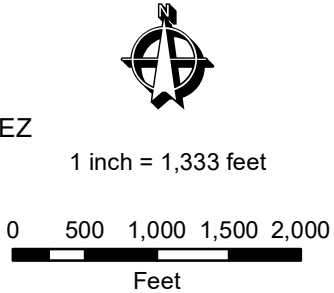
CITY OF MUSKEGON
NEIGHBORHOOD ENTERPRIZE ZONE (NEZ)
SPRING 2025

TABLE OF NEZ PERCENTAGES OF TOTAL CITY ACERAGE	
	

1. Rehab and New Construction NEZ Acreage = 1,214.92± acres
2. New Construction NEZ Acreage = 48.56± acres
Combined acreages of 1 & 2 = 1,263.48± acres
City of Muskegon acreage is 9,595.42± acres
Overall NEZ Acreage Percentage of City Acreage = ±13.17%
AREA OF NEZs INCLUDING ROW AREA

MAP FEATURES

- NEW CONSTRUCTION NEZ
- REHAB & NEW CONSTRUCTION NEZ
- PARCELS
- RAILROADS
- LAKES & PONDS
- RIVERS & STREAMS



DISCLAIMER
The geographic networking information contained in this map is NOT to be construed or used as "survey data" or for a "legal description"; it is provided for informational purposes only. Every effort has been made to ensure the highest accuracy of all data on this map, but some errors may occur.
Muskegon County GIS assumes no liability or responsibility for any errors, omissions or inaccuracies in the information provided regardless of the cause.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Neighborhood Enterprise Zone Certificate - 303 Terrace Point Circle				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 12 years for a new construction home at 303 Terrace Point Circle.					
Detailed Summary & Background: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Greg and Karen Wing for their home located at 303 Terrace Point Circle. The estimated cost of construction exceeds \$300,000, and the home received a Certificate of Occupancy on November 11, 2019. The original NEZ application was submitted to the City of Muskegon in 2023 but was not processed or forwarded to the State due to an internal clerical error. A letter from the City acknowledging this oversight is included with this item. After consultation with the Michigan Department of Treasury, the applicants were advised to reapply. However, the State Tax Commission has noted that while reapplication is permitted, approval is not guaranteed.					
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificate for 12 years at 303 Terrace Point Circle and authorize the City Clerk and Mayor to sign the certificate and resolution.					
Approvals:	Guest(s) Invited / Presenting:				

Immediate Division Head			Yes
Information Technology			
Other Division Heads			
Communication			
Legal Review			

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received 4/30/2025
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name Greg Wing, Karen Wing, Sean Wing			Type of NEZ ☐ OPRA eligible community NEZ ☐ Workforce Housing NEZ		
Facility's Street Address 303 Terrace Point Circle			Type of Approval Requested		
City Muskegon	State MI	ZIP Code 49440	☒ New Facility ☐ Rehabilitated Facility ☒ Transfer (1 copy only)		
Name of City, Township or Village (taxing authority)			No. of years requested for exemption (6-15; 11-17 for qualified historic building) 12		
☒ City ☐ Township ☐ Village			Is the facility owned or rented by occupants? ☒ Owned ☐ Rented		
County Muskegon			Type of Property (check one) ☐ House ☐ Duplex ☒ Condo ☐ Loft ☐ Apartment - No. of Units _____		
School District Muskegon Public Schools					
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone Terrace Point Landing		Date district was established 5/14/13	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____			Estimated Project Cost (per unit)		

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary.

Timetable for undertaking and completing the rehabilitation or construction of the facility.

Begin Date

End Date

Additional Timetable Information (if applicable)

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name Greg and Karen Wing			
Contact Telephone Number 616 293 7975 or 616 717 2080		Contact Email Address gregw@powellmanning.com kwing@powellmanning.com	
Owner/Developer/Applicant Name Greg and Karen Wing			
Owner/Developer/Applicant Telephone Number 616 717 2080 616 293 7975		Owner/Developer/Applicant Email Address gregw@powellmanning.com kwing@powellmanning.com	
Owner/Developer/Applicant Mailing Address 303 Terrace Point Circle Muskegon		City Muskegon	State MI
		ZIP Code 49440	

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

Owner/Developer/Applicant Signature

Date

Karen Wing

April 30, 2025

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU <u>City of Muskegon</u>			
Name of Assessor (First and last name) <u>Donna VanderVries</u>			
Telephone Number <u>231 750 6750</u>		Email Address <u>vanderuriesdoo@muskegoncity.net</u>	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature <u>Donna VanderVries</u>			Date <u>05/01/2025</u>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15)		☐ 1. Original Application	
☐ Exemption Approved for _____ Years (11-17 qualified historic building)		☐ 2. Legal description of the real property with parcel identification number	
☐ Exemption Denied (include Resolution Denying)		☐ 3. Resolution approving the zone.	
Date of resolution approving/denying this application <u>5/13/2025</u>		☐ 4. Resolution approving the application.	
Clerk's Name (First and Last) <u>Ann Marie Meisch</u>		☐ 5. REHABILITATION APPLICATIONS ONLY.	
Telephone Number <u>231-724-6721</u>		Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Email Address <u>ann.meisch@shorelinecity.com</u>			
Mailing Address <u>933 Terrace St.</u>	City <u>Muskegon</u>	State <u>MI</u>	ZIP Code <u>49440</u>
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

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

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.



CITY OF
MUSKEGON
FINANCIAL ADMINISTRATION

May 1, 2025

Hadia Qazi
Departmental Analyst
Property Tax Exemption Section
Michigan Department of Treasury

Dear Hadia Qazi:

I received an email from the Muskegon County Equalization Department on September 26, 2023 indicating they would be forwarding an application for an NEZ for 303 Terrace Point Circle to the attention of myself and our Deputy at the time.

Because it is so long ago, neither me nor the Deputy can recall if it arrived. We handle all mail for the City of Muskegon and receive 100 or more pieces a day. If it had arrived, we would have forwarded it to the Planning Department but they indicate they did not receive it.

If I can be of further service, please let me know.

Ann Marie Meisch, MMC
City Clerk



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 has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 303 Terrace Point in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Greg and Karen Wing be approved.

Adopted this 13th of May, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, 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 May 13, 2025.

By: _____
Ann Meisch
City Clerk

Resolution No. 2013-44(d)

MUSKEGON CITY COMMISSION

**RESOLUTION TO EXPAND THE NEIGHBORHOOD ENTERPRIZE ZONE
DISTRICTS WITHIN THE CITY OF MUSKEGON**

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City, and;

WHEREAS, the City of Muskegon would like to expand the current Neighborhood Enterprise Zone districts to a new location within the City, and;

WHEREAS, the new district boundaries will include the property known as "Terrace Point Condominiums," as shown in Attachment A, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City;

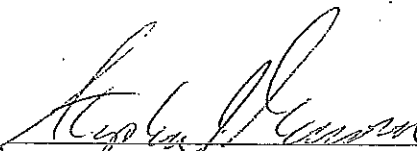
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

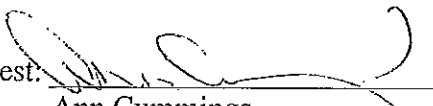
Adopted this, 14th day of May, 2013.

Ayes: Hood, Spataro, German, Wierengo, Turnquist, Markowski, and Gawron

Nays: None

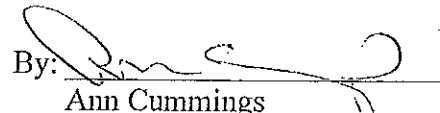
Absent: None

By: 
Stephen Gawron, Mayor

Attest: 
Ann Cummings
City Clerk

2013-44(d)
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 May 14, 2013.

By: 
Ann Cummings
City Clerk

ATTACHMENT A



24-793-000-0023-00

Principal Residence Exemption (PRE) Affidavit

Issued under authority of Public Act 206 of 1893.

Read the instructions before completing the form. This form is not valid unless certified by the assessor. Do not submit this form if the property is not your principal residence and/or any of the disqualifying factors apply as listed in MCL 211.7(cc).

ASSESSOR'S DATE STAMP

OCT 31 2019

by Muskegon County

Type or print in blue or black ink.

PART 1: PROPERTY INFORMATION

Type or print legibly. Use a separate form for each property tax identification number.

1. Property Tax Identification Number 61-24-793-000-0023-00	2. Name of Local Unit (Check Township or City) ☒ Township ☒ City Muskegon	3. County Muskegon
4. Street Address of Property (Provide a Complete Address) 303 Terrace Point Cir, Muskegon MI 49440		
5. Name of Owner (First, Middle, Last) Karen A. Wing	6. Owner's Last Four Digits of Social Security Number XXX-XX-0129	7. Owner's Daytime Telephone Number 616 717 2080
8. Name of Co-Owner (First, Middle, Last)	9. Co-Owner's Last Four Digits of Social Security Number XXX-XX-	10. Co-Owner's Daytime Telephone Number
11. Date you owned and occupied the property in line 1 The property in line 1 above is my: 11a. ☒ Principal residence 11b. ☐ Unoccupied adjoining or contiguous property that is classified residential or timber-cutover. 11. 11 / 1 / 2019 Month Day Year		
12. List the percentage (100% to 1%) of the property that is occupied by the owner claiming the property as a principal residence. If the property has more than one home on it, it is a multi-dwelling, used for purposes other than a principal residence, or partially rented, the owner may claim only a partial exemption. Please consult with your local assessor to determine the percentage of the exemption the owner is allowed to claim in these situations..... 12. 100% %		
13. Have you claimed a principal residence exemption for another Michigan principal residence? 13. ☒ Yes ☐ No		
14. If yes to 13, enter the property address and parcel number: 1740 Waway Ridge Dr Grand Rapids MI 49546 41-19-04402-015		
15. If yes to 13, have you rescinded that principal residence exemption? 15. ☒ Yes ☐ No		
16. Do you or your spouse claim a similar exemption, credit or deduction on property located in another state? 16. ☒ Yes ☐ No		
17. If yes to 16, enter the property address and parcel number: Spouse Greg only - Florida 142 Bianco Street St Augustine FL 32084 2106700000		
18. Have you or your spouse filed a tax return as a non-resident of Michigan or resident of another state? 18. ☒ Yes ☐ No		
19. If yes to 18, enter the state: Florida		

PART 2: CERTIFICATION

Certification: I certify under penalty of perjury the information contained on this document is true and correct to the best of my knowledge.

20. Owner's Signature Karen A. Wing	Date 10/30/2019
21. Co-Owner's Signature	Date
22. Mailing Address, if Different than Property Address Above	

LOCAL GOVERNMENT USE ONLY (do not write below this line)

23. Indicate property classification 23. 401	
Did the Assessor Approve or Deny the Affidavit? ☒ Approved ☐ Denied (Attach a copy of the Local Unit Denial)	What is the year the Affidavit will be posted to the tax roll? 2019
Certification: I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.	
Assessor's Signature Kelli Nam	Date Certified by Assessor (MM/DD/YYYY) 11-12-19

Kwing@powellmoving.com

By signing this form, I hereby authorize and direct any rejection of this form be sent to Sun Title Agency of Michigan, LLC at 1410 Plainfield Ave NE, Grand Rapids, Michigan 49505 or emailed to closingdocs@suntitleagency.com.

Reset Form

Request to Rescind Principal Residence Exemption (PRE)

Issued under authority of Public Act 206 of 1893.

This form must be filed with the assessor for the city or township where the property is located. This address may be on your most recent tax bill or assessment notice. For more information regarding the PRE, please review the PRE guidelines at www.michigan.gov/pre.

Type or print in blue or black ink.

ASSESSOR'S DATE STAMP

OCT 29 2021

by Muskegon County

PART 1: PROPERTY INFORMATION

Type or print legibly. Use a separate form for each property tax identification number.

1. Property Tax Identification Number 61-24-793-000-0023-00	2. Name of Local Unit (Check Township or City) ☐ Township ☒ City Muskegon	3. County Muskegon
4. Street Address of Property (Provide a Complete Address) 303 Terrace Point Circle Muskegon Michigan 49440		
5. Name of Owner (First, Middle, Last) Gregory R. Wing	6. Owner's Last Four Digits of Social Security Number XXX-XX-2298	7. Owner's Daytime Telephone Number 616 293 7975
8. Name of Co-Owner (First, Middle, Last) Karen A. Wing	9. Co-Owner's Last Four Digits of Social Security Number XXX-XX-0129	10. Co-Owner's Daytime Telephone Number 616 717 2080

PART 2: RESCIND INFORMATION

11. I am rescinding the Principal Residence Exemption claimed for this property because (check appropriate box(es) below):

☐ a. I am no longer the owner of the property.

☒ b. I own the property, but I no longer occupy the property as my principal residence.

☐ c. I have converted the property to rental property.

☐ d. I have converted the property to commercial property.

☐ e. Other: _____

12. If the portion of the property in line 1 that you own and occupy as your principal residence has changed, enter the new percentage here. 12. _____ %

13. Effective date of the change listed in either 11 or 12. 13. **10 29 2021**
Month Day Year

14. This rescission applies to:

☒ a. Owner and Co-owner as listed in boxes 5 and 8 above.

☐ b. Owner only, as listed in box 5 above.

☐ c. Co-owner only, as listed in box 8 above.

15a. New Owner's Name Sean G. Wing	15b. New Co-Owner's Name
--	--------------------------

PART 3: OWNER CERTIFICATION

Certification: I certify under penalty of perjury the information contained on this document is true and correct to the best of my knowledge.

16. Owner's Signature/Representative Gregory R. Wing	Date 10/29/21
17. Co-Owner's Signature/Representative Karen A. Wing	Date 10/29/21
18. Mailing Address, if Different than Property Address Above	

PART 4: ASSESSOR'S CERTIFICATION — FOR LOCAL GOVERNMENT USE ONLY

Certification: I certify, the Request to Rescind, was properly processed and the PRE was removed and/or adjusted accordingly.

Assessor's Signature Kelly N...	What is the first year this change will be posted to the tax roll (yyyy)? 2022
	Date Certified by Assessor (mm/dd/yyyy) 11-4-21



MARK F. FAIRCHILD Liber: 4279 Page: 15
REGISTER OF DEEDS PAGE: 1 of 2
Muskegon County Michigan 10/29/2021 09:50 AM
D02 5744659



QUIT CLAIM DEED

Gregory R. Wing and **Karen A. Wing**, husband and wife ("Grantors"), whose address is 303 Terrace Point Circle, Muskegon, MI 49440, quit claims to **Gregory R. Wing** and **Karen A. Wing**, husband and wife, whose address is 303 Terrace Point Circle, Muskegon, MI 49440, a ninety-nine percent (99%) undivided tenants-in-common interest, and to their son, **Sean G. Wing**, whose address is 303 Terrace Point Circle, Muskegon, MI 49440, a one percent (1%) undivided tenants-in-common interest in the real property situated in the City of Muskegon, County of Muskegon, State of Michigan, and is legally described as:

Unit 23, Terrace Point Landing Site Condominium, a Site Condominium according to the Master Deed recorded in Liber 4057, Page 3, First Amendment to Master Deed recorded in Liber 4059, Page 643, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 194, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and as described in Act 59 of the Public Acts of 1978 as amended.

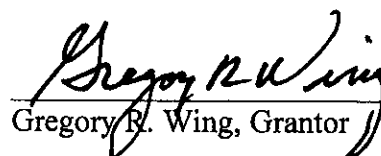
Commonly Known As: 303 Terrace Point Circle, Muskegon, MI 49440

Tax Parcel No.: 61-24-793-000-0023-00

Subject to zoning, easements, right of ways and building and use restrictions of record, if any, and to any liens for taxes which are not yet due and payable, and further subject to any mortgage liens granted by Grantors.

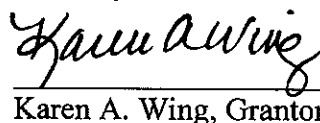
This instrument is exempt from transfer tax under MCLA 207.505(5)(a) and MCLA 207.526(a), being a transfer where the consideration is less than One Hundred Dollars (\$100.00). The filing of a "PROPERTY TRANSFER AFFIDAVIT" notification to the assessing officer is not required since there has not been a transfer of ownership.

Dated: October 28, 2021



Gregory R. Wing, Grantor

Dated: October 28, 2021



Karen A. Wing, Grantor

STATE OF MICHIGAN }
COUNTY OF Muskegon } ss.

The foregoing instrument was acknowledged before me on October 28th, 2021, by Gregory R. Wing, Grantor and Karen A. Wing, Grantor.

Lasandra Howland

Notary Public

Muskegon County, Michigan

Acting in Muskegon County, Michigan

My Commission Expires: 04/27/2025

LASANDRA HOWLAND, Notary Public
State of Michigan, County of Muskegon
My Commission Expires 04/27/2025
Acting in the County of _____

LASANDRA HOWLAND, Notary Public
State of Michigan, County of Muskegon
My Commission Expires 04/27/2025
Acting in the County of Muskegon

Drafted by and when recorded return to:
Stephen L. Elkins
Bosch Killman VanderWal, P.C.
2900 East Beltline Avenue N.E.
Grand Rapids, MI 49525
Telephone: (616) 364-2900

Return to and
Send subsequent tax bills to:
Gregory and Karen Wing
303 Terrace Point Circle
Muskegon, MI 49440

MARK F. FAIRCHILD Liber: 4279 Page: 15
REGISTER OF DEEDS PAGE: 2 of 2
Muskegon County Michigan 10/29/2021 09:50 AM
D02 5744659



City of Muskegon**Building Permit No: PB190028****BUILDING SAFETY INSPECTIONS 933 TERRACE ST., ROOM 201 MUSKEGON, MI 49440**
CALL FOR INSPECTIONS: 231-724-6715 FAX 231-728-4371Permit Issued: 02/08/19
Permit Expires: 08/07/2019**ALL PERMITS MUST BE FINALED -
PLEASE CALL 231-724-6715 FOR
AN INSPECTION AT LEAST 24 HOURS IN ADVANCE**DAVE DUSENDANG CUSTOM HOMES Contractor
3265 WALKER AVE NW SUITE D (616) 874 7085
GRAND RAPIDS MI 49544**303 TERRACE POINT CIR Job Location**24-793-000-0023-00
MUSKEGON 49440WING GREGORY R/KAREN A Owner
1740 LARAWAY RIDGE DR SE
GRAND RAPIDS MI 49546**Category:** Res. New Construction**Work Description:** NEW CONSTRUCTION
* CALL FOR REQUIRED INSPECTIONS
o FOOTING PRE-POUR
o WALL FORMS
o FOUNDATION WATER PROOFING
o VAPOR BARRIER-UNDER SLAB
o ICE & WATER SHIELD
o HOUSE WRAP
o ROUGH-IN
o INSULATION
o FINAL**PERMIT MUST BE POSTED/KEPT ON JOB SITE UNTIL FINAL
INSPECTION IS COMPLETED AND APPROVED**

PERMIT ITEM	WORK TYPE	PERMIT VALUE	FEE
(6) \$100,001-\$500,000	Res. New Construction	333,000.00	\$2,642.00

Fee Total: \$2,642.00**Amount Paid:** \$2,642.00**Balance Due:** \$0.00**CODE BOOK REFERENCE 2015 MBC/2015 MRC**

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

CITY OF MUSKEGON CERTIFICATE OF USE AND OCCUPANCY

This is to certify that the occupant of the structure under the Certificate of Occupancy application,

OF190095

Issued by the SAFEbuilt Building Services Department, this structure or portion thereof has been inspected for the requirements of the below named code for the use and occupancy for which this building has been classified.

OWNER:

WING GREGORY R/KAREN A
1740 LARAWAY RIDGE DR SE
GRAND RAPIDS MI 49546

PROJECT# JNR190002
DATE OF ISSUE: 11/12/2019

PROPERTY ADDRESS: 303 TERRACE POINT CIR
PRINCIPLE USE PERMITTED: R-3

PORTION OF BUILDING CONSIDERED:

RECEIVED

NOV 27 2019

by Muskegon County

BARRIER FREE DESIGN VARIANCE:

USE GROUP: R-3

CONSTRUCTION TYPE: 5B

MAX OCCUPANCY LOAD: 08

CODE: 2015 MRC/2015 MBC

SPRINKLER SYSTEM INFO: SPRINKLER SYSTEM REQUIRED N INSTALLED? N

ADDITIONAL CONDITIONS:

NON-TRANSFERABLE

City of Muskegon/SAFEbuilt
Building Services Department
933 Terrace St. Ste. 201
Muskegon, MI 49440
(231) 724-6715



Signed in Muskegon, Michigan

Signature of City of Muskegon
Building Official

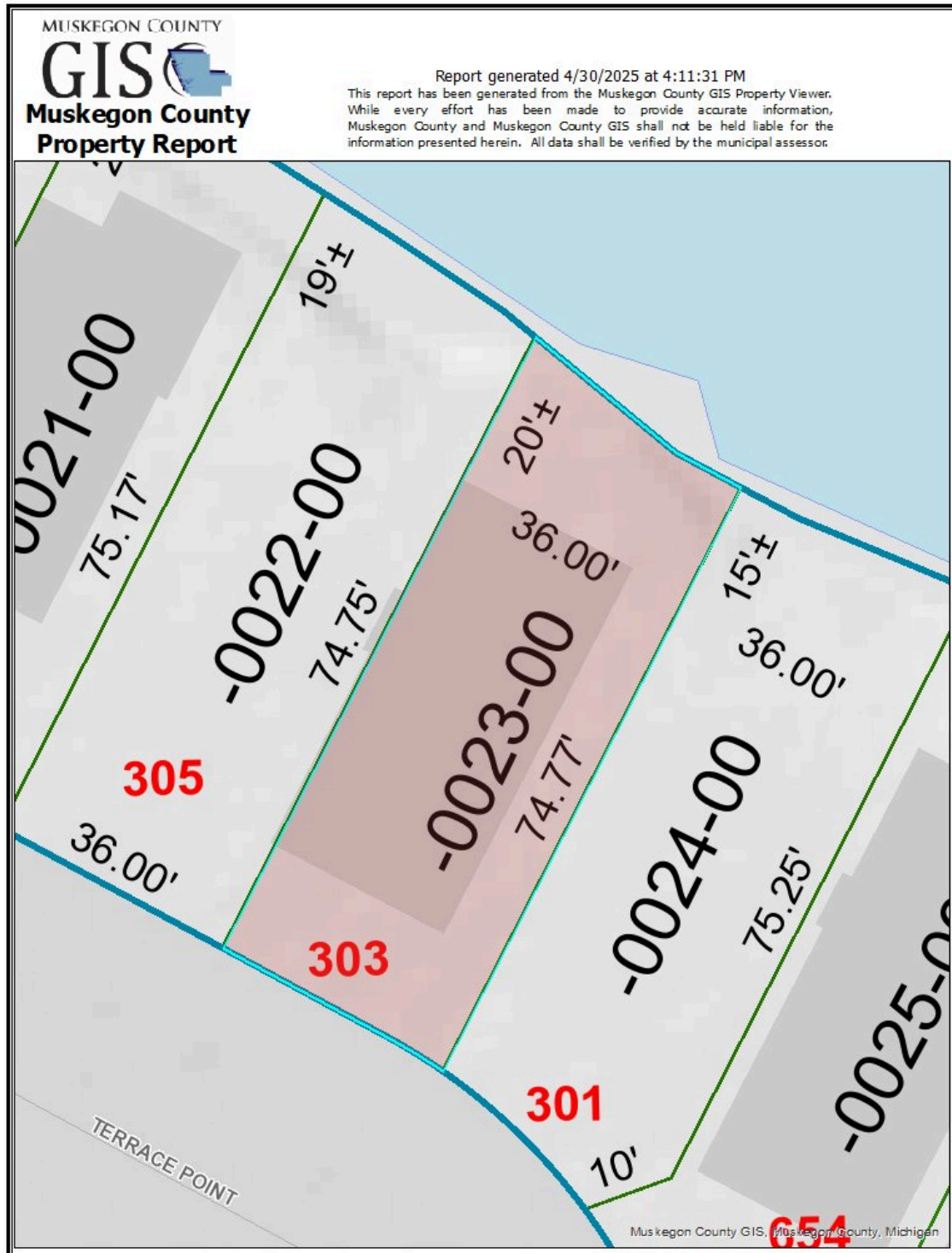


303 Terrace Point Circle Property Report

Area of Interest (AOI) Information

Area : 3,403.2 ft²

Apr 30 2025 16:11:10 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	2	6,806.37	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-793-000-0023-00	24	0.08	0.08	303	No Data	303 TERRACE POINT CIR	MUSKEGON
2	61-24-793-000-0000-00	24	3.99	10.05	0	No Data	TERRACE POINT CIR	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49440	WING GREGORY R/KAREN A/WING SEAN G	No Data	No Data	303 TERRACE POINT CIR	MUSKEGON	MI
2	MI	49440	TERRACE POINT LANDING LLC	No Data	No Data	600 BROADWAY NW #C1	GRAND RAPIDS	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49440	199,900.00	199,900.00	188,103.00	100	401	Residential - Improved	61010
2	49504	0.00	0.00	0.00	0	6	Non-Assessable Permanent Reference	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft²)
1	MUSKEGON CITY SCHOOL DIST	PUD	CITY OF MUSKEGON TERRACE POINT LANDING SITE CONDO UNIT 23 FIRST AMENDMENT TO MASTER DEED 4059/643 SECOND AMENDMENT TO MASTER DEED 4070/329 ROAD RIGHT OF WAY TO CITY OF MUSKEGON 8/31/2017 L/P 4135/069	3,403.20

2	MUSKEGON CITY SCHOOL DIST	B-2	CITY OF MUSKEGON TERRACE POINT LANDING SITE CONDOMINIUM REFERENCE PARCEL FIRST AMENDMENT TO MASTER DEED 4059/643 SECOND AMENDMENT TO MASTER DEED 4070/329 THAT PART OF BLK 558 OF REVISED PLAT (OF 1903) OF CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AS RECORDED IN L 3 OF PLATS P 71 MUSKEGON COUNTY RECORDS INCL ALL LANDS MADE BY LAND-FILL WHICH MAY HAVE BEEN SUBAQUEOUS LANDS AT TIME OF DEDICATION OF SD REVISED PLAT (OF 1903) DESC AS FOLS: COM @ INTSEC OF NELY LN TERRACE ST BEING SWLY LN BLK 557 OF SD REVISED PLAT (OF 1903) EXTND TO CTRLN OF VAC WATER ST TH 62D 44M 00S W ALG NELY LN SD TERRACE ST EXTND 381.45 FT TH WLY ALG NLY LN OF SD TERRACE ST ALG ARC OF A 302.48 FT RADIUS CURVE TO LEFT A DIST OF 269.86 FT TO LN BETWN LOT 5 & LOT 6 OF SD BLK 558 (LONG CHORD OF SD CURVE BEARS N 88D 17M 30S W 261.00 FT CENTRAL ANGLE OF SD CURVE IS 51D 07M 00S) TH N 46D 09M 15S W ALNG SD LN BETWN LOT 5 & LOT 6 A DIST OF 534.25 FT TO POB OF THIS DESC TH N 27D 25M 55S E 925.82 FT TO A POINT HEREINAFTER REFERRED TO AS "POINT A" TH CONT N 27D 25M 55S E 5 FT M/LTO SHORE OF MUSKEGON LAKE TH NWLY & SWLY ALG SHORE OF MUSKEGON LAKE 1350 FT M/L TO SD LN BETWN LOT 5 & LOT 6 OF BLK 558 TH S 46D 09M 15S E ALG SD LN BETWN LOT 5 & LOT 6 A DIST OF 620 FT M/L TO POB EXC THAT PT THEREOF INCL IN FOL DESCRIBED PARCEL: THAT PT OF BLKS 558 & 563 OF	3,403.16
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REVISED PLAT (OF 1903)
OF CITY OF MUSKEGON
AS RECD IN L 3 OF PLATS
P 71 MUSKEGON
COUNTY RECORDS INC
ALL LANDS MADE BY
LAND-FILL WHICH HAVE
BEEN SUBAQUEOUS
LANDS AT TIME OF
DEDICATION OF SD
REVISED PLAT (OF 1903)
DESC AS FOLS: COM @
INTSEC OF NELY LN OF
TERRACE ST BEING
SWLY LN OF BLK 557 OF
SD REVISED PLAT (OF
1903) EXTND TO CTRLN
OF VACATED WATER ST,
THENCE N 62D 44M 00S
W ALG NELY LN OF SD
TERRACE ST EXTND
381.45 TH WLY ALG N LN
OF SD TERRACE ST ALG
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RADIUS CURVE TO LEFT
DIST OF 477.51 FT (LONG
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BEARS S 72D 02M 30S W
429.45 FT CENTRAL
ANGLE OF SD CURVE IS
90D 27M 00S) TH S 26D
49M 00S W ALG NWLY LN
OF SD TERRACE ST
225.07 FT TO A PT
HEREINAFTER
REFERRED TO AS POB
FOR EASMT TH NLY ALG
ARC OF A 517.00 FT
RADIUS CURVE TO RIGHT
A DIST OF 705.40 FT
(LONG CHORD OF SD
CURVE BEARS N 23D 29M
25S W 651.95 FT
CENTRAL ANGLE OF SD
CURVE IS 78D 10M 34S)
TH N 15D 35M 52S E
187.25 FT TH ELY, NLY &
WLY ALG ARC OF A 75.00
FT RADIUS CURVE TO
LEFT A DIST OF 232.88 FT
(LONG CHORD OF SD
CURVE BEARS N 18D 20M
25S W 149.98 FT
CENTRAL ANGLE OF SD
CURVE IS 177D 54M 42S)
TO POB OF THIS DESC
TH SWLY ALG ARC OF A
75.00 FT RADIUS CURVE
TO LEFT A DIST OF 105.61
FT (LONG CHORD OF OF
SD CURVE BEARS S 32D
21M 55S W 97.10 FT
CENTRAL ANGLE OF SD
CURVE IS 80D 40M 47S)
TH N 61D 06M 15S W
138.74 FT TH SWLY ALG
ARC OF A 172.00 FT

RADIUS CURVE TO RIGHT
A DIST OF 89.58 FT (LONG
CHORD OF SD CURVE
BEARS S 58D 58M 45S W
68.55 FT CENTRAL ANGLE
OF SD CURVE IS 29D 50M
00S TH S 73D 53M 45S W
127.91 FT TH N16D 06M
15S W 75 FT TH S 73D
53M 45S W 110.00 FT TH N
16D 06M 15S W 250 FT
M/L TO WATERS EDGE OF
MUSKEGON LAKE TO A
PT HEREINAFTER
REFERRED TO AS "POINT
A" TH RECOM @ POB TH
N 17D 17M 45S W 326.55
FT TH N 66D 15M 15S W
275 FT M/L TO WATERS
EDGE OF MUSKEGON
LAKE TH SWLY ALG SD
WATER EDGE OF
MUSKEGON LAKE 350 FT
M/L TO ABOVE
MENTIONED "POINT A" &
FURTHER EXC: THIS
PARCEL IS LOC IN CITY
OF MUSKEGON,
MUSKEGON COUNTY,
MICHIGAN & IS
DESCRIBED AS FOLS:
PART OF BLK 558 OF
REVISED PLAT OF 1903
OF CITY OF MUSKEGON
AS RECORDED IN L 3 OF
PLATS P 71 MUSKEGON
COUNTY RECORDS DESC
AS COM @ W MOST
CORNER OF MUSKEGON
LAKESHORE
SMARTZONE
CONDOMINIUM
MUSKEGON COUNTY
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N 27D 25M 55S E 196.94
FT ALG WLY LN OF SD
CONDOMINIUM TO POB
TH N 62D 05M 15S W
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OF TERRACE PT DRIVE
TH NWLY ALG SD LN
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OF WHICH BEARS N 62D
06M 15S W 86.00 FT TH N
27D 54M 45S E 127.68 FT
TH S 62D 05M 15S E
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CONDOMINIUM TH S 27D
25M 55S W 55 FT ALG SD
LN TO POB ABOVE
OVERALL PARCEL IS
MORE PARTICULARLY
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PLAT (OF 1903) OF CITY
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MUSKEGON COUNTY
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FILL WHICH MAY HAVE
BEEN SUBAQUEOUS
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DESC AS FOLS: COM @
INTSEC OF NELY LN OF
TERRACE ST BEING
SWLY LN OF BLK 557 OF
SD REVISED PLAT (OF
1903) EXTND TO CTRLN
OF VACATED WATER ST
SD PT BEING N 62D 44M
00S W 667.24 FT FROM
SLY MOST CORNER OF
BLK 556 OF SD PLAT TH
ALG NLY LN OF TERRACE
ST EXTD N 62D 44M 00S
W 381.45 FT TH WLY ALG
NLY LN SD TERRACE ST
269.88 FT ALG ARC OF A
302.48 FT RADIUS CURVE
TO LEFT CHORD OF
WHICH BEARS N 88D 17M
30S W 261.00 FT TO LN
BETWN LOT 5 & LOT 6 OF
SD BLK 558 TH ALG SD LN
BETWN LOTS 5 & 6 OF
BLK 558 N 46D 09M 15S W
534.25 FT TO W MOST
CORNER OF MUSKEGON
LAFESHORE
SMARTZONE SITE
CONDOMINIUM FOR POB
TH N 46D 09M 15S W
96.26 FT TO ELY ROW LN
OF OF TERRACE POINT
DRIVE TH ALG SD ELY
ROW LN NELY 125.20 FT
ALG ARC OF A 75.00 FT
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W LN OF MUSKEGON
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PLAT (OF 1903) OF CITY
OF MUSKEGON

MUSKEGON COUNTY
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MUSKEGON COUNTY
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CURVE TO LEFT CHORD
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SMARTZONE SITE
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LN OF SD CONDOMINIUM
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POB TH N 62D 05M 15S W
192.07 FT TH S 27D 54M
45S W 127.66 FT TO NLY
ROW LN OF TERRACE
POINT DRIVE TH ALG SD
NLY ROW LN SWLY 13.48
FT ALG ARC OF A 75 FT
RADIUS CURVE TO LEFT
CHORD OF WHICH
BEARS S 78D 08M 0S W
13.44 FT TH N 17D 17M
45S W 326.55 FT TH N 56D
15M 15S W 230.94 FT TO
INTSEC WITH AN INTMED
TRAVERSE LN ALG
SHORE OF MUSKEGON
LAKE SD PT
HEREINAFTER
REFERRED TO AS PT "C"
TH CONT N 66D 15M 15S
W 49 FT M/L TO SHORE
OF MUSKEGON LAKE:
RECOM AT PT "C" TH ALG

				ON INTMED TRAVERSE LN FOR NEXT SIX CALLS N 41D 44M 46S E 113.57 FT TH N 15D 21M 18S E 181.94 FT TH N 31D 43M 46S E 110.75 FT TH N 62 D 38M 50S E 87.06 FT TH S 85D 52M 23S E 237.98 FT TH S 61D 54M 10S E 398.75 FT TO W LN OF MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM SD PT HEREINAFTER REFERRED TO AS POINT "D" TH ALG W LN OF SD CONDOMINIUM N 27D 25M 55S E 28 FT M/L TO SHORE OF MUSKEGON LAKE; RECOM @ PT "D" TH ALG W LN OF SD CONDOMINIUM S 27D 25M 55S W 641.57 FT TO POB INCL ALL LANDS LYING BETWN INTMED TRAVERSE LN & WATERS EDGE OF MUSKEGON LAKE AS IT MAY OCCUR FROM DAY TO DAY CONTS 10.05 +/- ACRES (437,562 +/- SQ FT) ROAD RIGHT OF WAY TO CITY OF MUSKEGON 8/31/2017 L/P 4135/069	
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©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the April 22, 2025, City Commission Meeting																		
Detailed Summary & Background:																		
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																		
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>		Yes		No		N/A	X									
Yes		No		N/A	X													
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>		Yes		No		N/A	X									
Yes		No		N/A	X													
Recommended Motion: Approval of the minutes																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head																		
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION MEETING

April 22, 2025 @ 5:30 PM

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 22, 2025. Pastor Rob Renberg from Anchor Point Bible Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Katrina Kochin, Jay Kilgo, Destinee Keener, Willie German, Jr., and Rachel Gorman (arrived at 6:30 p.m.), City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch

HONORS, AWARDS, AND PRESENTATIONS

- A. Fresh Coast Climate Solutions - Climate Action Plan** Manager's Office
REMOVED PER STAFF REQUEST

2025-32 PUBLIC HEARINGS

- A. Neighborhood Enterprise Zone Certificates for 346 Wood St., 320 Wood St., 209 Merrill Ave., 213 Merrill Ave., and 436 Charles St.** Economic Development

Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 346 Wood St., 320 Wood St., 209 Merrill Ave., 213 Merrill Ave., and 436 Charles St.

An application for a Neighborhood Enterprise zone (NEZ) certificate has been received from Stephens Homes and Investments for the new construction of homes at 346 Wood St., 320 Wood St., 209 Merrill Ave., 213 Merrill Ave., and 436 Charles St. The cost of construction is between \$140,000 and \$210,000 per home. The applicant has met local and state requirements for the issuance of

the NEZ certificate.

STAFF RECOMMENDATION: I move to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 346 Wood St., 320 Wood St., 209 Merrill Ave., 213 Merrill Ave., and 436 Charles St. and authorize the City Clerk and Mayor to sign the certificate and resolution. The public hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Keener, second by Commissioner Kochin, to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 346 Wood St., 320 Wood St., 209 Merrill Ave., 213 Merrill Ave., and 436 Charles St. and authorize the City Clerk and Mayor to sign the certificate and resolution.

**ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, Keener, German, and Kochin
Nays: None**

MOTION PASSES

B. Neighborhood Enterprise Zone Certificate - 328 Terrace Point Circle Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 12 years for a new construction home at 328 Terrace Point Circle. An application for a Neighborhood Enterprise Zone (NEZ) certificate has been submitted by Katherine M. Kesteloot-Scarborough for a new construction home at 328 Terrace Point Circle. The estimated construction cost is \$600,000. The application meets all local and state requirements for NEZ certification. Included in your materials are the NEZ resolution for Terrace Point Landing and a map outlining the NEZ boundaries for your review.

STAFF RECOMMENDATION: I move to close the public hearing and approve the Neighborhood Enterprise Zone certificate for 12 years at 328 Terrace Point Circle and authorize the City Clerk and Mayor to sign the certificate and resolution.

The public hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Keener, second by Vice Mayor St.Clair, to close the public hearing and approve the Neighborhood Enterprise Zone certificate for 12 years at 328 Terrace Point Circle and authorize the City Clerk and Mayor to sign the certificate and resolution.

**ROLL VOTE: Ayes: Johnson, Kilgo, Keener, German, Kochin, and St.Clair
Nays: None**

MOTION PASSES

C. Neighborhood Enterprise Zone Certificate - 312 Jackson Ave. Economic Development

Staff is requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 312 Jackson Ave. An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Sjaarda Homes and Properties LLC for a new construction home (3 bedrooms, 2 baths) at 312 Jackson Ave. The cost of construction is approximately \$157,000. The applicant has met local and state requirements for the issuance of the NEZ certificate.

STAFF RECOMMENDATION: I move to close the public hearing and approve the Neighborhood Enterprise Zone certificate for 312 Jackson Ave. and authorize the City Clerk and Mayor to sign the certificate and resolution. The Public hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kochin, second by Commissioner Keener, to close the public hearing and approve the Neighborhood Enterprise Zone certificate for 15 years at 312 Jackson Ave. and authorize the City Clerk and Mayor to sign the certificate and resolution.

ROLL VOTE: Ayes: Kilgo, Keener, German, Kochin, St.Clair, and Johnson
Abstain: Gorman
Nays: None

MOTION PASSES

FEDERAL/STATE/COUNTY OFFICIALS UPDATE

No comments were made.

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made.

2025-33 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the April 7, 2025, Worksession Meeting, and the April 8, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fresh Coast Climate Solutions - Climate Action Plan Manager's Office
REMOVED PER STAFF REQUEST

C. FY26 Chip Seal Program Public Works

Staff requests approval to enter into a contract with Pavement Maintenance Systems in the amount of \$258,245 for chip seal and fog seal services in the 2025-26 fiscal year.

Chip sealing has long been acknowledged as one of the most cost-effective ways of extending the life of a street. When applied at the right time, it can extend the life of a roadway by five or even ten years. It works by placing a water-tight seal on the pavement, and then covering that seal in "chips" (small rocks) that give friction back to the road surface. By keeping the water out, and preventing oxidization by the sun, two of the main sources of road deterioration are reduced. While chip seals are more traditionally seen in rural areas, they are becoming increasingly common in urban areas as well. The Muskegon County Road Commission, for example, has placed chip seals on Sherman Boulevard east of US-31 and on Sternberg Road east of Harvey Street, both high-traffic urban areas.

Staff have carefully selected roadways that fit the criteria for successful chip seals, which are listed here:

- Sherman from Beach to Lincoln
- Getty from Marquette to US-31BR (Access Highway)
- Broadmoor from Marquette to Brusse
- Marquette from Harvey to Quarterline
- Quarterline from Marquette to Stebbins

The low bidder, Pavement Maintenance Systems, included a qualifier that their schedule for the 2025 construction season is nearly full, and they may not be able to accomplish the work yet this season. They have agreed to a deadline of June 30, 2026, so the work will be complete no later than next spring. The work will fall into next fiscal year (2025-26), and both the DPW Director and Manager agree that the Streets Fund Budget will easily accommodate this work and plan to include it in the FY26 budget presented to the Commission.

STAFF RECOMMENDATION: I move to approve staff to enter into a contract with Pavement Maintenance Systems in the amount of \$258,245 for chip seal and fog seal services in the 2025-26 fiscal year.

D. Qualitative Assessment Contract Assignment Manager's Office

Staff is requesting permission to assign the phase 2 qualitative assessment contract with MGT to Mitchell Consulting Group, LLC.

In January of 2024, commission approved a contract with MGT to review a number of city policies for their impact on equity and provide recommendations for changes to existing policies as well as for new policies that further our efforts to realize our equity vision. The last phase of the project

includes a qualitative assessment of our organization's strengths, weaknesses, and readiness to embrace these principles. Staff focus groups will be the primary mode of understanding the state of our current organization. MGT has recently modified its business model, phasing out cultural transformation solution offerings. They are requesting that the last portion of our contract be reassigned to Mitchell Consulting Group, LLC for administration. Vernetta Mitchell of Mitchell Consulting Group, LLC will serve as a Senior Technical Advisor who will review all draft and final deliverables on the project. Vernetta is a former MGT Director and close partner. Zunilda Rodriguez, the current MGT Project Director, will continue to manage the project and lead the team, lead client-facing meetings, and will direct all client deliverables across the project. Banen Al-Sheemary, a MGT Senior Consultant, will also continue to support all client-facing meetings and deliverables across the project. A capability statement for Mitchell Consulting Group, LLC is included for your reference.

There will be no change to the contract price which will be included in the FY 2025/26 budget.

STAFF RECOMMENDATION: to approve the contract assignment to Mitchell Consulting Group, LLC.

E. Amendment to the zoning ordinance - Planned Unit Development (PUD) compliance (SECOND READING) Planning

Staff-initiated request to amend Section 2101 of the zoning ordinance to require the Zoning Administrator to review all Planned Unit Development sites for accuracy before a certificate of occupancy can be issued for any building. Staff is proposing to add additional language to the PUD regulations that requires the Zoning Administrator to ensure compliance with the site plan before a certificate of occupancy can be obtained for a building. There have been some issues over the years with some PUDs receiving a certificate of occupancy without fully complying with the approved site plan. Most recently, the absence of this proposed language has caused confusion in the Harbour Towne development regarding the installation of sidewalks. A certificate of occupancy is issued by the Inspections Department. If the amendment is approved, the Inspections Department would require the Zoning Administrator to sign off on the project before the certificate of occupancy is issued. The Planning Commission recommended a different wording for the ordinance amendment. They unanimously recommended in favor (6-0, 3 members absent) of the following ordinance language:

Section 2101

6. The Zoning Administrator shall ensure reasonable progress is being made to comply with all of the provisions and requirements of the PUD plan and construction and placement of all of the improvements therein before a certificate of occupancy may be issued for any building within the PUD. Before a certificate of occupancy for the final elements of the PUD, the Zoning

Administrator shall ensure complete compliance with all of the provisions and requirements of the PUD plan and construction and placement of all of the improvements therein before a certificate of occupancy is issued.

STAFF RECOMMENDATION: I move to approve the amendment to Section 2101 of the zoning ordinance as proposed by the Planning Commission.

F. Ordinance Amendment - International Property Maintenance Code
(SECOND READING) Public Safety

Building codes are currently enforced by the 2015 International Property Maintenance Code and need to be updated to follow the 2021 version. City of Muskegon Building Inspections follow the International Property Maintenance Code (IPMC) to enforce property maintenance. Ordinances are currently written to follow the 2015 code but need to be updated to reflect the 2021 IPMC. Adopting the 2021 IPMC ensures consistent, minimum standards for property maintenance, promotes public health and safety and provides clear expectations for property owners and occupants.

STAFF RECOMMENDATION:

I move to adopt the 2021 International Property Maintenance Code for all city ordinances.

G. Health and Dental Care Renewal Finance

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

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

H. Sale of 436 Adams Planning

Staff is seeking authorization to sell the City-owned vacant lot at 436 Adams to Ryskamp Properties 10 LLC (Dave Ryskamp).

Ryskamp Properties 10 LLC (Dave Ryskamp) would like to purchase the City-owned buildable lot at 436 Adams for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Ryskamp Properties 10 LLC (Dave Ryskamp) will be constructing a duplex on the property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 436 Adams to Ryskamp Properties 10 LLC (Dave Ryskamp).

K. Contract Award - City Signage Public Works

Staff is requesting authorization to enter into a contract with Port City Signs in the amount not to exceed \$130,913 for the production and installation of various signs throughout the city.

To improve consistency, visibility, and wayfinding across Muskegon, staff released a Request for Proposals (RFP) for a comprehensive signage upgrade. The RFP covers multiple categories:

1. **New Park Signs** – Replacing aging wooden signs at city parks with modern, durable signage that reflects the city's brand and highlights park amenities.
2. **Public Waterfront Access Signs** – Installing directional signage for both vehicles and pedestrians to mark public access points along Muskegon Lake.
3. **Winter Parking + Welcome Signs** – At the direction of the City Commission, new signs outlining winter parking rules will be added at major city entry points. At the same time, existing "Welcome to Muskegon" street-style signs at those locations will be updated for consistency.
4. **Municipal Building Signage** – Updating exterior signage at City Hall, the Department of Public Works, fire stations, and the Water Filtration Plant to improve visibility and identification.

The City received eight bids for the project, ranging from \$107,899 to over \$256,000. Staff recommends awarding the contract to Port City Signs, the lowest bidder at \$107,899.94 plus the option cost of \$23,013.62 for a total cost of \$130,913. Port City Signs is a local contractor and has previously completed signage work for the City of Muskegon.

The total project cost will be shared across multiple departmental budget accounts.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Port City Signs, not to exceed \$130,914 for the production and installation of various signs throughout the city.

M. Design and Construction Engineering Services for Industrial Park and Sherman Lift Station Improvements Public Works

Staff is requesting approval of a contract with Fleis & VandenBrink for Engineering Services in the amount of \$41,800.

Proposals were received from Engineering Consultants to provide Design and Construction Engineering Services for Improvements to the Industrial Park and Sherman Street Lift Stations. The proposals were reviewed and evaluated based on project team, Project Understanding, Cost, and Location. Fleis & VandenBrink was rated the highest and was also the consultant with the lowest cost for the proposed services.

STAFF RECOMMENDATION: I move to authorize staff to enter into an agreement with Fleis & VandenBrink in the amount of \$41,800 for the Design and Construction Engineering Services requested for the Industrial Park and Sherman Street Lift Stations.

N. Parking Enforcement Management System Public Safety
REMOVED PER STAFF REQUEST

Motion by Commissioner German, second by Commissioner Keener, to approve the consent agenda as presented minus items I, J, and L.

ROLL VOTE: Ayes: Keener, German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None

MOTION PASSES

2025-34 ITEMS REMOVED FROM THE CONSENT AGENDA

I. Contract Award - Amity Street Extra Work DPW- Engineering

Staff is requesting authorization to enter into a contract with AnLaan Corporation in the amount of \$141,863.92 for the reconstruction of Amity Street, from the bridge to Fork.

The City is currently under contract with AnLaan (via MDOT) to replace the Amity Avenue Bridge. That project does not include the half block of roadway from the bridge to Fork Street. In discussions with MDOT, because bridge funds were used for that project, the extra work cannot be added to it (since this is considered road work). If this work is not completed, this 300 foot section of Amity will be the only part in the middle of about three-quarters of a mile that has not been rebuilt, and the work will include replacing the lead service lines as well.

Staff requests authorization to enter into a contract with AnLaan to complete a road reconstruction project on the remaining half block of Amity. Unit prices were submitted by AnLaan for work items that were not included in the MDOT project. Items of work that were included in the MDOT project, AnLaan has agreed to match the unit pricing. While this additional work contract was not publicly bid separately, staff is confident AnLaan is the most economical and efficient option for this work. The bidding process would add additional time and complicate construction methods if another contractor is selected. The unit prices submitted are also very reasonable; the existing contract was bid competitively through the MDOT bidding process and MDOT awarded the contract to AnLann at over 20% below the Engineer's Estimate. The cost will likely fall in FY26 but if the project moves more quickly, staff will adjust the

budget at the Q4 reforecast. The streets fund has reserves to cover this expense.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with AnLaan Corporation in the amount of \$141,863.92 for the reconstruction of Amity Street, from the bridge to Fork.

Motion by Commissioner Kilgo, second by Vice Mayor St.Clair, to authorize staff to enter into a contract with AnLaan Corporation in the amount of \$141,863.92 for the reconstruction of Amity Street, from the bridge to Fork.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, Kilgo, and Keener
Nays: None

MOTION PASSES

J. Special Event Policy Update DPW- Parks and Recreation

Recommended update to the special event policy to not allow a food vendor within 20 feet of the entrance door or service window of an existing restaurant. As previously discussed, this update to the special event policy provides guidance on food vendor placement for events. Allowing 20 feet on either side of a restaurant's entrance or service window to be free from a food vendor would keep restaurants visible during festivals and leave spaces for event organizers to place food vendors within their footprint.

STAFF RECOMMENDATION: I move to approve the proposed addition to the special event policy to not allow a food vendor to be placed within 20 feet of a restaurant's entrance door or service window.

Motion by Commissioner Kochin, second by Commissioner Gorman, to approve the proposed addition to the special event policy to not allow a food vendor to be placed within 20 feet of a restaurant's entrance door or service window.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German
Nays: None

MOTION PASSES

L. 880 First Street Demo Asbestos Change Order #2 Economic Development

City staff requests approval of Asbestos Abatement Inc.'s proposal for additional asbestos abatement work to proceed with the approved demolition of the 880 First St. structure.

The City of Muskegon solicited bids from qualified contractors for the demolition of the building located at 880 First St., Muskegon, MI 49440. The scope of work includes complete demolition and removal of the structure, including all foundations and footings, backfilling the site, hydroseeding, and asbestos abatement. The primary objective is to eliminate blight, improve the area's aesthetic appeal, and encourage economic development by preparing the site for future opportunities.

Asbestos Abatement Inc. was awarded the bid by the City Commission on October 8, 2024. Additional asbestos containing material was found on the lower roof flashing. AAI has completed an asbestos survey, and the report is available for your review. To proceed with demolition, asbestos abatement must be completed.

Scope of Work: Removal and disposal of asbestos containing lower roof flashing beneath poured concrete deck.

Required personal air monitoring and clearances included. Continuous third-party air monitoring not included.

State notification and permits included.

Total Cost: \$53,562

STAFF RECOMMENDATION: I move to approve the asbestos abatement proposal submitted by Asbestos Abatement Inc. for the property located at 880 First St., Muskegon, MI 49440, in the amount of \$53,562.

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to approve the asbestos abatement proposal submitted by Asbestos Abatement Inc. for the property located at 880 First St., Muskegon, MI 49440, in the amount of \$53,562.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, Keener, German, and Gorman

Nays: None

MOTION PASSES

2025-35 NEW BUSINESS

A. Pole Banner Policy DPW- Parks

Staff requests approval of a new Pole Banner Policy in response to an increasing number of requests.

A new pole banner policy is being proposed to create a consistent process in which requests can be received to display a banner on a city-owned light pole. An application can be submitted by an educational institution or an event organizer that has been approved through the special event process. The City Manager or their designee will review the application for community benefit and design quality. The Department of Public Works will review the

application with regard to logistics and scheduling conflicts with other requests. Applicants will have a \$50 application fee for new images. An image can be used for an additional 4 years at no additional charge. Many of the specific rules and statements in the policy are a direct outcome of a detailed legal review.

There is an existing fee, created in 2008 in the user fee schedule, to "Hang And/Or Remove Banner" of \$450 for each request and \$50 for each additional banner. The proposed fee to install and remove banners was based on a study of the average amount of time it takes to install a banner multiplied by staff hourly rates and equipment rates. This came out to be \$75 per pole to install and remove each banner. Staff estimates there are about 80 poles throughout the City, concentrated in Downtown, Midtown (Third Street southeast of Muskegon Ave), and Lakeside.

There are 14 poles identified in Downtown and Lakeside, which are more regularly used by existing approved users. The cost of hanging banners on these poles was cut in half, because staff would be able to remove the previous banner at the same time as installing the next banner.

STAFF RECOMMENDATION: I move to approve the Pole Banner Policy as presented.

Motion by Commissioner Kilgo, second by Vice Mayor St.Clair, to approve the Pole Banner Policy as presented.

**ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, Keener, German, and Gorman
Nays: Kochin**

MOTION PASSES

ANY OTHER BUSINESS

Commissioner Gorman commented that the Michigan Strategic Fund did approve the Transformational Brownfield Credit for Shaw Walker and she wanted to recognize our Development Services Team and City Manager for all they have done.

Vice Mayor St.Clair stated that Pere Marquette Beach has been nominated by USA Today for the 10 Best Beaches in Michigan. Make sure you vote.

Commissioner Kochin stated that today is Earth Day and there are a lot of businesses in the City doing a great job cleaning up the City. She also mentioned that early voting is coming up next week.

City Manager Jonathan Seyferth stated the Development Services Office work has been nominated for an Ivory Housing Prize, we are now in the top 10 finalists for the infill housing program.

Mayor Johnson mentioned the opportunities to volunteer to clean-up beaches: Thursday, April 24th at 7:00 p.m. at Pere Marquette Beach, and Sunday April 27th at 8:30 a.m. at the AFL CIO Hall on Western Avenue and choose a spot to clean.

GENERAL PUBLIC COMMENT

Public comments received.

2025-36 CLOSED SESSION

A. Attorney/Client Confidential Communication Manager's Office

Motion by Vice Mayor St.Clair, second by Commissioner Kilgo, to go into closed session to consider material exempt from discussion and disclosure by State or Federal Statute, being an attorney client communication.

**ROLL VOTE: Ayes: Keener, German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

Motion by Commissioner Kochin, second by Commissioner Kilgo, to come out of closed session.

**ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, Kilgo, and Keener
Nays: None**

MOTION PASSES

ADJOURNMENT

The City Commission meeting adjourned at 9:26 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Sale of 283 & 287 E Walton				
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning				
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 283 & 287 E Walton to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Detailed Summary & Background: Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 283 & 287 E Walton for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a single-family home on each of the properties.					
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.					
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business					
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 283 & 287 E Walton to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Approvals:	Guest(s) Invited / Presenting:				

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **May 13, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and Sjaarda Homes and Properties LLC, 15131 Blueberry Ct, West Olive MI, 49460 (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop two (2) vacant properties owned by the City which are located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Properties”).

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop on each of the Project Properties one (1) single-family home, for a total of two single-family homes. (the “Project”).

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Properties, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Properties shall be **\$3,000.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$800 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project properties, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project properties upon Developer’s satisfaction of the following design standards for each single-family home, duplex, triplex, and accessory dwelling unit it constructs on the Project properties. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 283 E Walton, Developer would be reimbursed \$1,800.00, which is 60% of the \$3,000.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the purchase price for this Parcel.)

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family home on each of the Project Properties, the quit claim deed conveying the Project properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project properties and beginning installation of each of the approved single-family homes.

b. Developer does not complete construction of the Project Properties prior to expiration of the Construction Period, in which case title to any of the Project Properties that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Properties. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Properties that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Properties, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project properties, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project properties revert to City, City may retain the purchase price for such Project properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of the

Project properties, improvements made on such Project properties shall become the property of City. In no event shall the Project properties be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project properties in the amount of the total purchase price for the Project properties and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project properties at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project properties (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project properties, and Buyer or its surveyor or other agents may enter any of the Project properties for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project properties and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project properties subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project properties within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in

Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project properties.** City and Developer acknowledge and agree that the Parcel in the Project properties is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project properties, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project properties for any or all of Developer's activities and uses; (iii) the compliance of or by the Project properties with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project properties; (v) existence in, on, under, or over the Project properties of any hazardous substances; or (vi) any other matter with respect to the Project properties. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project properties pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project properties and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project properties acquired by Developer and waive all objections or claims against City arising from or related to such Project properties and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project properties it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project properties in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery

fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Sjaarda Homes and Properties LLC
Derek Sjaarda
15131 Blueberry Ct
West Olive MI 49460
Email: dlsjaarda@gmail.com
Cell: 616-723-7130

17. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

Sjaarda Homes and Properties LLC

By: _____

Name: Ken Johnson

Title: Mayor

Dated: _____

By: _____

Name: Derek Sjaarda

Dated: _____

By: _____

Name: Ann Marie Meisch

Title: City Clerk

Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WLY ½ LOT 3 BLK 199
Address: 283 E WALTON, MUSKEGON, MI 49442
Parcel #: 61-24-205-199-0003-00 (Original Parent Parcel Number)
Price: \$1,500.00
(New parcel number to be issued from Muskegon County Equalization after pending lot split)
2. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 ELY ½ LOT 3 BLK 199
Address: 287 E WALTON, MUSKEGON, MI 49442
Parcel #:
Price: \$1,500.00
(New parcel number to be issued from Muskegon County Equalization after pending lot split)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Sale of 1067 Sophia												
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning												
Brief Summary: Staff is requesting approval of a purchase agreement for 1067 Sophia for \$125,000.													
Detailed Summary & Background: 1067 Sophia was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer (\$125,000) is under asking price (\$129,900).													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Key Focus Area: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business													
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 5%;"></td> <td style="width: 25%;">No</td> <td style="width: 5%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 5%; text-align: center;">x</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A	x						
Yes		No		N/A	x								
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 5%;"></td> <td style="width: 25%;">No</td> <td style="width: 5%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 5%; text-align: center;">x</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A	x						
Yes		No		N/A	x								
Recommended Motion: To approve the Purchase Agreement for 1067 Sophia for \$125,000.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		Communication			Guest(s) Invited / Presenting: No
Immediate Division Head	x												
Information Technology													
Other Division Heads	x												
Communication													

Legal Review			
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WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 04/15/2025, (time) _____ MLS # 25006781 #
 SELLING OFFICE: Coldwell Banker Woodland Schmidt Whitehall BROKER LIC.#: _____ REALTOR® PHONE: 231-670-6253
 LISTING OFFICE: West Urban Realty LLC REALTOR® PHONE: _____

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

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the *Disclosure Regarding Real Estate Agency Relationships*. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: David Dusenberry Email: realtordaviddusenberry@gmail.com Lic.#: 6502395538

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

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☒ Buyer has received the *Seller's Disclosure Statement*, dated _____.
☐ Buyer has not received the *Seller's Disclosure Statement*. Buyer may terminate this Agreement, in writing, any time prior to receipt of the *Seller's Disclosure Statement*. Once Buyer has received the *Seller's Disclosure Statement*, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon,
 County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
1067 Sophia St, Muskegon, MI 49442

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON 1903 REVISED PLAT OF THE CITY OF MUSKEGON THE N 41 FT OF LOT 10 EXC THE W 46 FT THEREOF, BLK 247

PP# 6124205247000920

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

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 120,000
one hundred twenty thousand U.S. Dollars

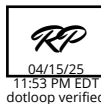
7. **Seller Concessions**, if any: _____

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

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

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

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 99 % of the Purchase Price bearing interest at a rate not to exceed 9 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☒ Seller ☐ Buyer will agree to pay an amount not to exceed \$ 300 representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from



Buyer's Initials



Seller's Initials

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

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

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

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

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

☐ OTHER: _____

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

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

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

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

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

but does not include:

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

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

If the Property is subject to any assessments,

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

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

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

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

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

☐ No proration. (Choose one):

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

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

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

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

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

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

Other:

City

15. **Inspections & Investigations:**

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

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

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

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

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

Exceptions:

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

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

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's proposal. If Seller fails to respond or fails to arrive at a mutually agreeable resolution, within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

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

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

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

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

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

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 05/16/2025. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

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

☒ At the completion of the closing of the sale.

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

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

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

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

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

In the event of possession by Seller after close, Buyer and Seller ☐ agree ☐ do not agree to sign the West Michigan Regional *Temporary Occupancy Amendment* to the Purchase Agreement on or before the date of closing. If signed, that Amendment shall become an integral part of this Agreement.

Exceptions:

24. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$_____ 500.00 shall be submitted to _____ (insert name of broker, title

Coldwell Banker Woodland Schmidt company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit shall be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

27. **Other Provisions:**

Offer is subject to attached buyer agency addendum

Seller to add outdoor water spigot.

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

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

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers'

license numbers, wire instructions, bank account numbers, etc.), **even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Expiration:** For valuable consideration, Buyer gives Seller until _____ (time) on 04/17/2025 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller.
32. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address _____ X Robert Powers dotloop verified 04/15/25 11:53 PM EDT GJQW-NUGD-SHVE-ELGE **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) _____ Robert Powers
Print name as you want it to appear on documents.

Buyer 2 Address _____ X _____ **Buyer**

Buyer 2 Phone: (Res.) _____ (Bus.) _____
Print name as you want it to appear on documents.

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

The seller will provide a quit claim deed VS a warranty deed. The buyer acknowledges they have signed and will abide by the city of Muskegon's addendum for the builder's warranty and landscaping requirements. The home must be owner occupied. The sale of the home must be approved by city of Muskegon's city council. The sale price to be 125,000.00

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

34. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (choose one): ☐ Yes ☐ No.
Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.
35. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

36. **Listing Office Address:** _____ Listing Broker License # _____
Listing Agent Name: Brent Cox Listing Agent License # _____

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

X (Seller's Signature, Date, Time): Sam Pulos dotloop verified 04/17/25 2:48 PM EDT F2YR-PDWB-DHL3-OZ7C _____
Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

_____ Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____
Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

_____ Print name as you want it to appear on documents.

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

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

X (Buyer's Signature, Date, Time): Robert Powers dotloop verified 04/17/25 3:53 PM EDT KCWT-VFGX-OW74-MV1U _____

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

39. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counteroffer.

X (Seller's Signature, Date, Time): _____ Sam Pulos dotloop verified 04/29/25 8:27 AM EDT UMMQ-UY3F-5HH5-OW9U _____

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

**WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT**

MLS # 25006781	Date: 04/22/2025	(time)	
Selling Office CBWS	REALTOR®	Phone 231-670-6253	Fax
Listing Office West Urban Realty LLC	REALTOR®	Phone	Fax

1. Addendum # _____ to Purchase Agreement dated 04-15-2025 covering property at
1067 Sophia St, Muskegon, MI 49442

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Change the Tax ID to 61-24-205-247-0009-21

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

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

Date _____

X

Robert Powers

dotloop verified
04/22/25 11:15 AM EDT
QXM6-R67F-DLK0-JMLM

Buyer

(Note: Please sign as you wish your name to appear on documents.)

Witness

David Dusenberry

dotloop verified
04/22/25 10:28 AM EDT
ZZHS-SMFY-GJUS-UMPO

X

Buyer

(Note: Please sign as you wish your name to appear on documents.)

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

Date _____

X

Sam Pulos

dotloop verified
04/29/25 8:27 AM EDT
AOG8-NTEB-GBWX-XZVF

Seller

(Note: Please sign as you wish your name to appear on documents.)

Witness

X

Seller

(Note: Please sign as you wish your name to appear on documents.)



\$129,900

1067 Sophia St, Muskegon, MI 49442

2 beds 1 baths 672 sqft

Contact agent

Est.: \$881/mo Get pre-qualified

Single Family Residence	Built in 2024	3,920.4 Square Feet Lot
\$-- Zestimate®	\$193/sqft	\$-- HOA

What's special

62 days on Zillow | 442 views | 16 saves

Zillow last checked: 3 hours ago
Listing updated: April 17, 2025 at 05:57pm
Listed by: Brent T Cox 616-717-1220, West Urban Realty LLC 616-717-1220
Source: MichRIC, MLS#: 25006781





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Sale of 444 Adams							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 444 Adams to Ryskamp Properties LLC (Dave Ryskamp).								
Detailed Summary & Background: Ryskamp Properties LLC (Dave Ryskamp) would like to purchase the City-owned buildable lot at 444 Adams for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Ryskamp Properties LLC (Dave Ryskamp) will be constructing a duplex on the property.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 444 Adams to Ryskamp Properties LLC (Dave Ryskamp).								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **May 13, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and Ryskamp Properties LLC, 1990 Aberdeen Street NE, Grand Rapids, MI 49505 (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) duplex. (the “Project”).

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Property.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be \$3,000.00, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$300 deposit that the Developer has paid to the City of Muskegon.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project (“Construction Period”), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Property upon Developer’s satisfaction of the following design standards for each single-family home, duplex, triplex, and accessory dwelling unit it constructs on the Project Property. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 444 Adams, Developer would be reimbursed \$1,800.00, which is 60% of the \$3,000.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the purchase price for this Parcel.)

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a duplex on the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of the Project Property ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Property shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved duplex.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Property that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Property in the amount of the total purchase price for the Project Property and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Property at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Property. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Property and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example

but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Property and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Ryskamp Properties LLC
Dave Ryskamp
1990 Aberdeen Street NE
Grand Rapids, MI 49505
Email: dave.ryskamp@yahoo.com
Cell: 616-889-3471

17. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. **Full Execution.** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

Ryskamp Properties LLC

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

By: 
Name: Dave Ryskamp
Dated: 4-21-25

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

**Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST 16.5 FEET LOT 6
WEST 33 FEET LOT 5 BLOCK 7 & EAST 49.5 FEET OF WEST 297 FEET OF SOUTH 100
FEET BLOCK 5**

Address: 444 ADAMS AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-007-0005-10

Price: \$4,000.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Liquid Sodium Hypochlorite Renewal															
Submitted by: Joshua Parmer, Water Filtration	Department: Public Works															
Brief Summary: Staff is requesting authorization to renew our purchase agreement for liquid sodium hypochlorite from Webb Chemical.																
Detailed Summary & Background: The Water Filtration Plant uses sodium hypochlorite in the production of drinking water. The application of sodium hypochlorite is one of several crucial processes used to inactivate or remove pathogens from the water. Since 1996, the Water Filtration Plant has solicited competitive bids for water treatment chemicals jointly with the cities of Grand Haven, Grand Rapids, Holland, Muskegon Heights, and Wyoming. The City of Grand Rapids manages this bidding process and holds the master agreement. Bids were solicited for a one-year contract with the option to renew for two additional one-year terms. Webb Chemical's bid has no price increases for the one-year duration of the contract and is overall the cheapest bidder. Webb Chemical is a local supplier to Muskegon County and has supplied the cooperative with liquid sodium hypochlorite in the past. Staff recommends we continue with the cooperative and renew Webb Chemical as our supplier. <table border="1" data-bbox="284 1245 1265 1545"><thead><tr><th></th><th><u>1-Year</u> <u>(\$/ton)</u></th><th><u>2-Year</u> <u>(\$/ton)</u></th></tr></thead><tbody><tr><td>Alexander Chemical Corp</td><td>387.23</td><td>407.19</td></tr><tr><td>JCI Jones Chemicals Inc</td><td>374.14</td><td>374.14</td></tr><tr><td>Rowell Chemical</td><td>447.00</td><td>No Bid</td></tr><tr><td>Webb Chemical Service Corp</td><td>366.00</td><td>366.00</td></tr></tbody></table> The Water Filtration Plant has used an average of 450 tons of liquid sodium hypochlorite in the previous three fiscal years. With this renewal, our estimated cost would remain at \$164,700.00 for the renewed one-year contract. Liquid sodium hypochlorite is included in the budget, but the actual amount spent will depend on water demand and source water quality.			<u>1-Year</u> <u>(\$/ton)</u>	<u>2-Year</u> <u>(\$/ton)</u>	Alexander Chemical Corp	387.23	407.19	JCI Jones Chemicals Inc	374.14	374.14	Rowell Chemical	447.00	No Bid	Webb Chemical Service Corp	366.00	366.00
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Webb Chemical Service Corp	366.00	366.00														
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial																

practices																	
Amount Requested: \$164,700.00 (estimate)	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>		Yes	X	No		N/A										
Yes	X	No		N/A													
Fund(s) or Account(s): 591-558-739	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>		Yes		No	X	N/A										
Yes		No	X	N/A													
Recommended Motion: I move to authorize staff to participate in the treatment plant purchase cooperative and renew our purchase agreement for liquid sodium hypochlorite with Webb Chemical.																	
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head	X																
Information Technology																	
Other Division Heads																	
Communication																	
Legal Review																	



Contract Renewal – Year 2

Contract Number: MA 233 24000140

Date: February 24, 2025

Vendor: Webb Chemical Services
2708 Jarman Street
Muskegon, MI 49444

Department: LMFP
17350 Lake Michigan Dr
West Olive , MI 49460

Contract Title: Chemicals. Bulk Sodium Hypochlorite – Co-Op

Term Contract Change: XX

To Extend Contract Period To: March 31, 2026

Bid Reference No. 885-40-51

Vendor Note Change as Follows:

Contract Renewal:

Year two contract renewal for the “as needed” purchase and delivery of Chemicals. Bulk Sodium Hypochlorite – Co-Op, Year 2-unit cost remains unchanged: all other terms, conditions, requirements, specifications remain in full force and effect.

Annual expenditures shall not exceed \$1,000,000.00.

Purchasing Buyer: Daniel Williamson

cc: Department
Bid Pack



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Contractor selection- 1698 Wood St.																														
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services																														
Brief Summary: Select contractor to complete lead abatement and general contracting work																															
Detailed Summary & Background: The CNS department purchased a vacant house at 1698 Wood Street for \$65,000. The purpose is to rehab the property and sell it to an income-eligible family. HOME guidelines require that a lead risk assessment be conducted. The risk assessment identified significant amounts of lead throughout the house. In January 2025, an RFP was published to request bids for the lead remediation work and general rehab work for a 4-bedroom, 2-bath accessible home. Bids were received from 3 contractors. The evaluation of the bids showed that the contractors did not submit complete bid packets. Also, the rehab amounts were much higher than anticipated. Bids were then evaluated by additional CNS staff, who also consulted with SafeBuilt for an opinion of the cost. Staff conducted an itemized cost comparison by comparing bids from other lead projects with these bids. It was determined that the line items were comparable in cost to other lead work by the same contractors. Part of the request for bids is for electrical work, plumbing and HVAC. To ease the time burden on staff, the hope was to have the general contractor hire and manage the individual trades throughout the rehab process. To determine if the bids for these parts of the project were reasonable, HVAC, plumbing and electrical contractors were invited to bid on that part of the project. The following is the breakdown: <table border="1"> <thead> <tr> <th>Trade</th> <th>Contractor</th> <th>Type of Contractor</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Plumbing</td> <td>Badgerow's B&R</td> <td>Lead and General</td> <td>\$20,000</td> </tr> <tr> <td>Nassau</td> <td>Lead and General</td> <td>\$21,860</td> </tr> <tr> <td>Across the Board</td> <td>Lead and General</td> <td>\$18,750</td> </tr> <tr> <td>Andy's Plumbing</td> <td>Plumber</td> <td>\$19,000</td> </tr> <tr> <td rowspan="4">HVAC</td> <td>Badgerow's B&R</td> <td>Lead and General</td> <td>\$8,000</td> </tr> <tr> <td>Nassau</td> <td>Lead and General</td> <td>\$22,000</td> </tr> <tr> <td>Across the Board</td> <td>Lead and General</td> <td>\$30,000</td> </tr> <tr> <td>Jewett</td> <td>Heating and Cooling</td> <td>\$9,145</td> </tr> </tbody> </table>		Trade	Contractor	Type of Contractor	Cost	Plumbing	Badgerow's B&R	Lead and General	\$20,000	Nassau	Lead and General	\$21,860	Across the Board	Lead and General	\$18,750	Andy's Plumbing	Plumber	\$19,000	HVAC	Badgerow's B&R	Lead and General	\$8,000	Nassau	Lead and General	\$22,000	Across the Board	Lead and General	\$30,000	Jewett	Heating and Cooling	\$9,145
Trade	Contractor	Type of Contractor	Cost																												
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	Jewett	Heating and Cooling	\$9,145																												

Electrical	Badgerow's B&R	Lead and General	\$20,000
	Nassau	Lead and General	\$22,000
	Across the Board	Lead and General	\$30,000
	Belasco Electric	Electrical	\$19,175

After reviewing the additional bids, it was determined that, while not a huge savings, it would save a few hundred dollars if CNS hires the specialized contractors directly.

CNS staff also scheduled an inspection of the roof to determine its condition and need for repairs. The roofing contractor was able to confirm that the house has a fairly new roof. It was installed correctly and does not need to be replaced at this time. A couple of repairs are needed, but this will be a cost savings of at least \$13,000.

All the existing windows have tested positive for lead, which is a very expensive part of the project. To save money, staff created a new floor plan that eliminated 10 windows. This saves about \$15,000.

Unfortunately, while doing the contractor walk-throughs, questions were raised about the height of the second-floor ceiling. Staff requested an evaluation by SafeBuilt, and they concluded that the ceiling is too low to have rooms on this floor. The scope of work had to be changed to include properly raising and insulating the ceiling. This added costs to the rehab work.

A revised RFP went out at the end of March. CNS received 3 bids. Two for the lead and general and one for just the general rehab work. The project has been awarded to Badgerow's Building and Remodeling at a total cost of \$204,150 for the general rehab and lead remediation.

While the cost of the project is significantly higher than originally expected, the revised scope of work saves a considerable amount of money.

A breakdown of the bids received in February and April is below.

Contractor	Lead Remediation	General Rehab Total	Project Total
Feb 2025 Bids			
Badgerow's B&R	\$97,200.00	\$202,150.00	\$299,350.00
Nassau Construction	\$79,980.00	\$205,444.00	\$285,424.00
Across the Board	\$82,100.00	\$232,175.00	\$314,275.00
CTI	\$0.00	\$0.00	\$0.00
April 2025 Bids			
Badgerow's B&R	\$61,250.00	\$142,900.00	\$204,150.00
Nassau Construction	\$79,980.00	\$177,084.00	\$257,064.00
Across the Board	\$0.00	\$0.00	\$0.00
CTI-submitted for general rehab only	\$0.00	\$366,030.00	

TOTAL PROJECT COSTS**TOTAL PROJECT \$251,470.00**

Lead Remediation \$61,250
General Rehab \$142,900
HVAC \$9,145
Electrical \$19,175
Plumbing \$19,000

Goal/Focus Area/Action Item Addressed:**Key Focus Areas:****Goal/Action Item:**

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

\$251,470.00 of HOME funds is requested to complete this project.

Budgeted Item:

Yes	☒	No	☐	N/A	☐	☐
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Fund(s) or Account(s):**Budget Amendment Needed:**

Yes	☐	No	☐	N/A	☒	☐
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Recommended Motion:

To approve general and trade contractors to complete the rehabilitation of 1698 Wood St.

Approvals:

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

Guest(s) Invited / Presenting:

Yes



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: South Breakwater Pier Gate Lease Amendment							
Submitted by: Dan VanderHeide, Public Works Director, Tim Kozal, Public Safety Director	Department: Public Works							
Brief Summary: Staff requests authority to sign the included amendment to the City's lease of U.S. Army Corps of Engineers' waterfront at Pere Marquette Beach to allow a pier gate to be installed.								
Detailed Summary & Background: About a year ago, the Public Safety Department submitted a grant to the U.S. Army Corps of Engineers (USACE, commonly referred to as "the Corps") for a pier gate to be installed on the south breakwater arm at Pere Marquette Beach. After a long deliberation, the Corps has awarded the grant to Muskegon. Before the grant agreement can be signed and the pier gate installed, the lease the City holds with the Corps that allows us to make specific improvements to property owned by the Corps (including parts of Pere Marquette, Margaret Drake Elliot and the Muskegon Lake Channel) needs to be amended to allow the gate to be installed. The attached lease amendment will make those modifications. The Public Safety Department will work with the Corps to execute the grant, while DPW may assist with the gate installation depending on contracting method. Staff anticipates that specifically authorized Parks staff (such as a Park Ranger) may operate the gate under the direction of Public Safety.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Recognizable improvements to community safety								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion:								

I move to approve staff to sign an amendment to the City's lease of U.S. Army Corps of Engineers' waterfront at Pere Marquette Beach to allow a pier gate to be installed.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 1
TO LEASE NO. DACW35-1-16-3003
CITY OF MUSKEGON, MICHIGAN
MUSKEGON HARBOR FEDERAL NAVIGATION PROJECT, MI

THIS SUPPLEMENTAL AGREEMENT NO. 1 is made and entered into between the **SECRETARY OF THE ARMY**, party of the first part, hereinafter referred to as the Secretary or Government, and the **CITY OF MUSKEGON, MICHIGAN**, party of the second part, hereinafter referred to as the Lessee;

W I T N E S S E T H :

WHEREAS, on 17 December 2012, the Government granted to the City of Muskegon, the above numbered agreement, for a period of twenty-five (25) years beginning 1 October 2016 and ending 30 September 2041 at the Muskegon Harbor Federal Navigation Project, MI, as more specifically described in said lease.

WHEREAS, The Lessee has requested to construct, maintain, and operate a removable seasonal gate on the US South Breakwater to deter pedestrian use in times of adverse weather conditions.

NOW THEREFORE, Lease no. DACW35-1-16-3003 is hereby amended in the following respects, but in no others:

1. Condition No. 36 b. is amended by **DELETING** therefrom, "USACE Grand Haven Resident Office. The point-of-contact for coordination is Elizabeth Wilkinson, Resident Engineer (telephone 616-240-7989) and can also be reached by email at elizabeth.n.wilkinson@usace.army.mil." and **SUBSTITUTING** in lieu thereof, "U.S. Army Corps of Engineers' Operations Project Manager of the Grand Haven Office. The current Operations Project Manager can be reached by phone at (616) 842-5510 x25523."

2. **ADDING** Condition 36 j. " The Lessee is authorized to construct, operate, and maintain a gate on the U.S. South Breakwaters. This removable gate may be used to deter pedestrian access to the breakwater during times of inclement weather."

3. **ADDING** Condition 36 k. "Appropriate safety measures must
Page 1 of 3

be employed during all work or maintenance activities performed by the Lessee. The Lessee activities must not degrade the condition of the premises or cause interference with the operations and maintenance of the Federal project, including access to the Federal navigation structures."

4. **ADDING** Condition 36 l. "USACE maintenance activities require a minimum of a 60" wide opening to access the pier when conditions allow. The exact placement, location and construction will require coordination with and approval by USACE as outlined in Condition No. 36 b."

5. **ADDING** Condition 36 m. "In the event of construction or maintenance on the U.S. South Breakwater by the Department of the Army, the Permittee may be required to remove the gate until completion of such actions."

6. **ADDING** the attached **Exhibit "D"**, in its entirety, hereto and made part of the lease.

EXCEPT for the revision above, the terms and conditions of the lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by _____
authority of the Secretary of the Army, this _____
day of _____, 20____.

Andrew M. Shelton
Chief, Real Estate Tech Branch
Real Estate Contracting Officer

The above instrument, together with all the conditions thereof, is hereby accepted this _____ day of _____, 20____.

CITY OF MUSKEGON, MICHIGAN

(Signature)

(Printed Name)

(Title)

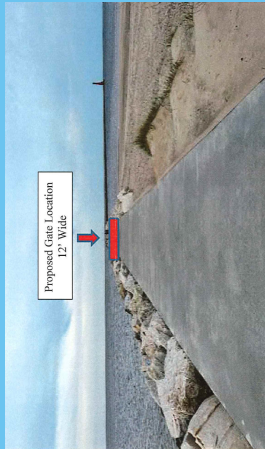


EXHIBIT D

LEASE NO. DACW35-1-16-3003
CITY OF MUSKEGON | APPROX. 3.2 ACRES
MUSKEGON HARBOR (MUSKED)
MUSKEGON COUNTY, MI



US Army Corps
of Engineers®



LEASE AREA



NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am
(someone other than the person signing the agreement)

the _____ of _____
(position within the county or city) (name of the county or city)

and that _____, who signed
(the person who signed the agreement)

the agreement on behalf of the grantee was at the time of

signature, its _____, and that
(position held by person who signed the agreement)

the person who executed the agreement on behalf of the grantee

acted within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, _____.

(signature of the individual doing the certifying)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Extension of Partnership Agreement: Boys & Girls Club of the Muskegon Lakeshore							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
Brief Summary: Staff is requesting authorization to extend our contract with the Boys & Girls Club of the Muskegon Lakeshore for temporary staffing services during the 2025 maintenance season.								
Detailed Summary & Background: DPW typically hires up to 30 seasonal employees each year from GoodTemps (Goodwill). The staffing provided by this agreement will take the place of an approximately equal number of our typical seasonal employees, helping DPW fill our roster during the labor shortage and providing employment and training for younger community members. Temporary staffing is accounted for in the annual budget of the departments that use these services. The employees under this agreement are included in the parks (general) fund budget. The Boys & Girls Club anticipates providing approximately 8 staff split in two teams, and in consultation with DPW, identified two service areas that they would be well suited for: 1. Landscape maintenance, waste-removal and general support in the BID area downtown. 2. Restroom cleaning and waste removal at various parks.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services, Enhanced internal and community communication, Foster strong ties among government and community agencies, Help increase public participation, Staff reflective of the diverse community Goal/Action Item: 2027 Goal 3: Community Connection								
Amount Requested: \$50,000	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;">☒</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes	☒	No		N/A		
Yes	☒	No		N/A				
Fund(s) or Account(s): 101-770	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;">☒</td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No	☒	N/A		
Yes		No	☒	N/A				
Recommended Motion: Authorize staff to contract with the Boys and Girls Club of the Muskegon Lakeshore for temporary								

staffing services during the 2025 maintenance season.

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads		
Communication		
Legal Review	x	

Guest(s) Invited / Presenting:

No

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100

FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290



April 28, 2025

Boys and Girls Club
900 W. Western Ave.
Muskegon, MI 49441

Re: Exercise the Extension on the Partnership Agreement between the City of Muskegon and the Boys and Girls Club of the Muskegon Lakeshore.

Dear Monica Turnbull:

Pursuant to Paragraph 7 of the CONTRACT FOR TEMPORARY STAFFING SERVICES (the "Agreement") between City of Muskegon (the "City") and the Boys and Girls Club of the Muskegon Lakeshore ("BGCML"), the City elects to renew the Agreement for the period of May 1, 2025, through April 30, 2026, and all other provisions of the Agreement shall remain in full force and effect. This renewal is conditioned on BGCML's acceptance below.

The City expects to utilize this Agreement to assist the City of Muskegon Parks Department. This renewal contemplates the use of approximately eight seasonal employees & two field coordinators. Services include contract laborers for seasonal projects on an as-needed basis.

This Agreement shall be effective on the date of execution and shall remain in full force and at the same terms through April 30, 2026, with an option to renew for an additional term, if mutually agreed upon by both parties as memorialized in a written and signed agreement.

City of Muskegon

Date: _____, 2025
CITY OF MUSKEGON

By: _____
Ken Johnson, Mayor

And:

Ann Meisch, MMC City Clerk

Contractor

Date: _____, 2025
BOYS AND GIRLS CLUB OF MUSKEGON LAKESHORE

By: _____
Monica Turnbull, CEO



**CITY OF MUSKEGON
CONTRACT FOR TEMPORARY STAFFING SERVICES**

This Agreement is effective upon execution between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, MI 49443 ("City") and the Boys and Girls Club of the Muskegon Lakeshore, of 900 W Western Avenue, Muskegon, MI 49441 ("Contractor") with reference to the following facts:

RECITALS

- A. Contractor requested to partner with the Public Works Department to maintain parks, landscaping and other facilities throughout the city.
- B. Contractor agreed to provide approximately eight staff in two teams of approximately four each, with one supervisor per team, to support the Public Works Department in maintaining the parks, landscaping and other facilities.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Services.** Contractor shall provide the following services:
 - a. In the area known as the Business Improvement District (BID), including nearby parks and city properties, maintaining flower beds and other landscaping by removing weeds and other undesirable plants and items, turf maintenance using push mowers and other hand-operated equipment, picking up loose debris and refuse (trash), emptying refuse containers, and performing other cleaning and maintenance tasks as designated by Public Works Department Staff.
 - b. Picking up loose debris and refuse (trash), emptying refuse containers, cleaning restrooms, and performing other cleaning and maintenance tasks as designated by Public Works Department Staff in parks and other City-owned properties. This effort is primarily envisioned at Beukema Playfield, Reese Playfield, Sheldon Park, and McCrea Playfield, however other parks or properties may be assigned by Public Works Department Staff in consultation with Contractor.
 - c. During the months of June, July and August, the contractor will provide up to 35 hours of labor per week per employee. During April, May, September and October, the contractor will provide a reduced workforce to support critical efforts. The employees are students and will not have as much availability during the school year.
2. **Equipment.** The City shall supply safety equipment mandated for employees while on assignment with the City, together with other equipment described herein.

- a. The City shall supply hand-operated equipment that directly supports the tasks described in this agreement and other duties as assigned by Public Works Department Staff in consultation with the Contractor; examples of this equipment includes hand-operated lawn mowers, string trimmers, leaf blowers, hand tools such as rakes and spades, and cleaning equipment such as brushes and bottles. The City will provide materials to support the efforts, such as gasoline, string line, paper towel(s), cleaning solutions and refuse bags.
 - b. If available for use, the City may supply a self-propelled utility cart to assist with refuse disposal, carrying equipment and staff relocation, based from a facility within or near the BID, for Contractor's use. All operators of such a cart must be licensed within the State of Michigan to operate a motor vehicle and carry a current driver's license. The City will provide materials to support the cart, such as gasoline.
 - c. If available for use, the City may supply a motor vehicle and/or utility trailer to assist with refuse disposal, carrying equipment and staff relocation, based from the City's Public Works Facility at 1350 E. Keating Avenue, Muskegon, MI 49442, for Contractor's use. All operators of such a vehicle and/or utility trailer must be licensed within the State of Michigan to operate a motor vehicle and carry a current driver's license. The City will provide materials to support the vehicle, such as gasoline.
 - d. The City will perform any required maintenance on City-owned equipment. The City reserves the right, in its sole discretion, to withdraw the use of equipment if deemed in the best interest of the City. Any damage caused to rented or borrowed equipment is the responsibility of the Contractor.
 - e. In the event the City is unable to provide equipment, and upon written approval from City, the Contractor may rent equipment that is deemed necessary for the Services. The City will provide materials to support rented equipment, such as gasoline and other consumables not included in rental costs. Maintenance of rented equipment shall be the responsibility of the Contractor. The City will reimburse the cost of the equipment rental at actual cost, including maintenance costs.
3. **Expenses.** Contractor shall be responsible to pay for all expenses incurred by Contractor related to the performance of its duties under this Agreement, except as described in Section 2.e of this agreement.
 4. **Contract Billing.** City agrees to pay Contractor, in full consideration for the complete performance of Contractor's obligations under this Agreement:
 - a. Youth will be paid at a rate of \$12/hour.
 - b. Supervisors will be paid at a rate of \$15/hour.

- c. For all labor, Contractor will bill a markup of 37.5% to cover taxes, insurance and administrative costs. Expenses, when reimbursable, will be billed at actual cost.
5. **Payment.** Contractor shall submit detailed invoices on a monthly basis for the prior month's services. Payments according to this agreement are invoiced and paid on a monthly basis. Requests for payment shall be submitted on a detailed invoice to the City monthly for the previous month. The City agrees that payment shall be due on net 30-day terms.
6. **Specific Reservations.** City reserves the right to discontinue its use of temporary employees from contractor as it determines appropriate.
7. **Terms and Termination.** This Agreement shall be effective on the date of execution, and shall remain in full force and at the same terms through October 31, 2022, with an option to renew for an additional term, if mutually agreed upon by both parties as memorialized in a written and signed agreement.
8. **Commencement and Damages.**
 - a. **Commencement.** Contractor shall commence performance under this Agreement upon its execution.

The City shall notify Contractor of any violation of the Agreement. It shall be the duty of Contractor to remedy a Contractor violation.

Failure to perform pursuant to this Agreement for a period in excess of five (5) consecutive scheduled, working days, or failure for a similar period, to perform in the manner required, and provided such failure is not a result of war, insurrection, riots, or acts of God, the City may, at its option and after written notice to Contractor, utilize any or all of Contractor's equipment used in performance of this Agreement until such time the matter is resolved and the Contractor is performing under the terms of the Agreement.
 - b. **Appeal.** The City's determination regarding damages shall be final and binding on both parties unless appealed, in writing, to the City Manager or his designee within ten (10) working days after notice. The City Manager or his designee shall grant Contractor an informal hearing upon such request. The decision of the City Manager shall be final and binding.
9. **Insurance and Indemnity.**
 - a. **City Insurance Requirement.** The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and

acceptable to City of Muskegon. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

- b. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- c. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- d. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles
- e. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess.
- f. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Muskegon, Finance and Administrative Services Director, 933 Terrace St, PO Box 536, Muskegon, Michigan 49443-0536.
- g. **Proof of Insurance Coverage.** Contractor shall provide the City at the time the contracts are returned for execution, certificates and policies endorsing the City as additional insured as listed below:
 - i. Two (2) copies of Certificates of Insurance for Workers' Compensation Insurance, if applicable;
 - ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance; and

- iii. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates and/or policies to City at least ten (10) days prior to the expiration date.

- h. **Indemnity.** Contractor shall indemnify and save harmless the City against and from all costs, expenses, liabilities, claims, suits, action, and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party, or governmental authority whatsoever arising out of Contractor's services performed under this agreement, Contractor's failure to perform under this agreement, Contractor's use of City equipment, or Contractor's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or local governmental authority.
10. **Income Tax Withholding.** Contractor shall withhold income taxes from each employee, and pay such tax in accordance with the City of Muskegon Income Tax Ordinance and all applicable laws associated with that ordinance. Contractor shall require the same from each subcontractor, consultant or vendor used in the performance of his duties and obligations in this Agreement. City reserves the right to withhold payments otherwise due to Contractor to assure compliance with this Agreement or to cure such noncompliance.
11. **General Provisions.**
- a. **Notices.** Any notice that either party may give or is required to give under this Agreement shall be in writing, specify the position, department and location assigned, and, if mailed, shall be effective on the day it is delivered to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing. Notices given in person are effective on the day they are given. Notices to the City must copy the City Attorney at 601 Terrace St., Muskegon, MI 49440.
 - b. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.
 - c. **Assignment or Delegation.** Neither party shall assign all nor any portion of its rights nor obligations contained in this Agreement without express prior written approval of the other party, which approval may be withheld in the other party's sole discretion.
 - d. **Entire Agreement.** This Agreement and the documents specified in section 1 shall constitute the entire agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into, by, and between the parties with respect to the subject matter of this Agreement, and shall not be modified or

amended except in a subsequent writing signed by the party against whom enforcement is sought.

- e. **Binding Effect.** This Agreement shall be binding upon, and to the benefit of, and be enforceable by, the parties and their respective legal representatives, permitted successors, and assigns.
- f. **Waiver.** City may waive all or any portion of damages without prejudicing its rights under this Agreement.
- g. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be impaired or affected.
- h. **Venue.** The parties agree that, for purposes of any dispute in connection with this Agreement, the Muskegon County District or Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.
- i. **Survival.** All representations, warranties, and covenants in this Agreement shall survive the signing of this Agreement.
- j. **Written Clarification.** In the event that there are inconsistencies within the Agreement, the Contractor shall immediately notify the City, in writing, for a determination, interpretation, clarification and/or prioritization of the inconsistencies.

City and Contractor have executed this Agreement on the date written next to their signatures to be effective according to the term(s) stated in this document.

Date: 4/29, 2022

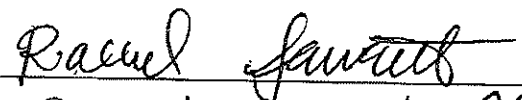
CITY OF MUSKEGON

By: 
Ken Johnson, Mayor

And: 
Ann Meisch, Clerk

Date: 4/25, 2022

BOYS AND GIRLS CLUB OF
THE MUSKEGON LAKESHORE

By: 
Rachel Fawcett COO



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Resolution for Charitable Gaming License - Restoration Restore a Generation									
Submitted by: Ann Meisch, City Clerk	Department: City Clerk									
Brief Summary: Restoration Restore a Generation is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a gaming license. They have been recognized as a 501(c)(3) organization by the State.										
Detailed Summary & Background: Restoration Restore a Generation provides a safe haven for all youth ages 18 and under. The center has access to a gym, commercial kitchen, cafeteria, classrooms, and an outdoor park. They offer meals, clothing, hygiene products, arts & crafts, and many other activities. They will use the gaming license to raise money for the center.										
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>										
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X			
Yes		No		N/A	X					
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A				
Yes		No		N/A						
Recommended Motion: Approval of the resolution for a Charitable Gaming License.										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head										
Information Technology										
Other Division Heads										

Communication			
Legal Review			

Restoration Restore a Generation

2140 Valley Street

Muskegon, MI 49444

April 25, 2025

What Restoration Restore a Generation provides for Muskegon County

Our organization provides a safe haven for all youth ages 18 and under. In addition to being accessible to all youth after school hours and during summer daytime and evening hours, we also offer additional hours on weekends through our outreach projects. Inside, the center we have access to an indoor gym, commercial kitchen, cafeteria, education classrooms, and an outdoor park area. Offering the youth snacks, meals, clothing/hygiene products, academic enrichment, life skills, arts & crafts, junior/adult mentors, recreational/fitness programs/sports and educational activities/field trips. Our center's daily programs are designed to help most, if not all, inner-city at-risk youth. No one will be turned away, and all youth are welcome to join and receive free snacks, meals, help, and items as needed. It is beneficial to our organization to help as many youths in the Greater Muskegon Community as possible. It is safe to say that all total expenses are being reinvested in the community through an extraordinary effort to improve grades, reduce drop-out rates, lower youth gang and violence rates, and help the youth become productive, young adult citizens of the community someday. Our organization spends the revenue received from Restoration Restore a Generation on supporting community youth in the community, with no profit to the organization, as per the state of Michigan's charity guidelines.



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL.432.103(k)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE ()
PHONE NUMBER

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800904087

[Request certificate](#)[Return to Results](#)[New search](#)

Summary for: RESTORATION RESTORE A GENERATION

The name of the DOMESTIC NONPROFIT CORPORATION: RESTORATION RESTORE A GENERATION

Entity type: DOMESTIC NONPROFIT CORPORATION

Identification Number: 800904087 Old ID Number: 793909

Date of Incorporation in Michigan: 08/18/2005

Purpose:

Term: Perpetual

Most Recent Annual Report: 2024

Most Recent Annual Report with Officers & Directors: 2024

The name and address of the Resident Agent:

Resident Agent Name: ERIKA BELL

Street Address: 2140 VALLEY ST

Apt/Suite/Other:

City: MUSKEGON

State: MI

Zip Code: 49441

Registered Office Mailing address:

P.O. Box or Street Address: 2124 HOYT ST

Apt/Suite/Other:

City: MUSKEGON

State: MI

Zip Code: 49444

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	DENISE SANDERS	2125 HOYT ST MUSKEGON, MI 49444 USA
TREASURER	WANDA SANDERS	2016 7TH ST MUSKEGON, MI 49444 USA
SECRETARY	WANDA SANDERS	2016 7TH ST MUSKEGON, MI 49444 USA
DIRECTOR	CATRICE ROBINSON	3007 LEMUEL ST MUSKEGON, MI 49444 USA
DIRECTOR	EDDIE BELL	1864 TERRACE ST MUSKEGON, MI 49442 USA
DIRECTOR	QUINTUSA BUCKLEY	1045 E FOREST AVE MUSKEGON, MI 49442 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Directorship basis.

Written Consent



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

RESTORATION RESTORE A GENERATION
C/O ERIKA BELL
2124 HOYT STREET
MUSKEGON, MI 49444

Date:
07/27/2021
Employer ID number:
38-3728312
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 29, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053490002861

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the postmark date of your application.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Fleet Vehicle Replacements							
Submitted by: Dawson Romanosky, DPW Superintendent	Department: Public Works							
Brief Summary: Staff recommends purchasing three pickup trucks to replace aging vehicles in the city's fleet.								
Detailed Summary & Background: Staff recommends purchasing two 2025 Ford Maverick pickup trucks from Great Lakes Ford at a total cost of \$59,566.00 to replace aging fleet vehicles—a 2007 Ford Ranger and a 2011 Ford F-150. Three quotes were obtained from local dealers: 2025 Ford Mavericks from Great Lakes Ford at \$29,783 each, 2025 Honda Ridgelines from Betten at \$38,592.05 each, and 2024 Chevy Colorados from Betten for \$43,078.25 each. Additionally, staff recommends purchasing one Ford F-250 pickup truck from Gorno Ford for \$55,987.00 to replace a 2011 Ford F-250. The purchase of the Ford F-250 is being made through the MiDEAL cooperative purchasing program, which ensures competitive pricing through publicly bid contracts. All recommended vehicle purchases are included in the FY 2024–25 Equipment Fund budget. The total cost for these acquisitions is \$115,553.00.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Sustainability in financial practices and infrastructure Goal/Action Item: 2027 Goal 4: Financial Infrastructure								
Amount Requested: \$115,553.00	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): Equipment Fund (661)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: I move to authorize staff to purchase two Ford Mavericks from Great Lakes Ford and one Ford F-250								

from Gorno Ford for a total cost of \$115,553.00.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

Great Lakes Ford Lincoln

et

2469 Apple Avenue
Muskegon, MI 49442

(231) 777-2750

www.greatlakesfordofmuskegon.net

BUYER		CO-BUYER		Deal #: 74316	
CITY OF MUSKEGON 1350 E KEATING AVE MUSKEGON, MI 494426106				Deal Type: Retail	
Home #:				Deal Date: 04/02/2025	
Work #: (231) 724-4100				Print Time: 10:21am	
Home #:				Salesperson: MATTHEW W KAHLO	
Work #:					
VEHICLE					
New	☒	Stock #:	Description:	VIN:	Mileage:
Used	☐	MAY5THBUILD	2025 FORD TRUCK MAVERICK	3FTTW8B34SRA41316	
Demo	☐				
TRADE					
AFTERMARKETS					
6-8 WEEKS OUT		\$	0.00		
				MSRP:	\$ 30,810.00
				Discounts & Rebates:	\$ 1,346.00
				Sale Price:	\$ 29,464.00
				Total Financed Aftermarkets:	\$ 0.00
				Total Trade Allowance:	\$ 0.00
				Trade Difference:	\$ 29,464.00
				Documentary Fee:	\$ 280.00
				State & Local Taxes:	\$ 0.00
				Total License and Fees:	\$ 39.00
				Total Cash Price:	\$ 29,783.00
				Total Trade Payoff:	\$ 0.00
				Delivered Price:	\$ 29,783.00
				Cash Down Payment + Deposit:	\$ 0.00
				Unpaid Balance:	\$ 29,783.00
Total Aftermarkets:		\$	0.00		
Rate:			0.00%		
Amount Financed:		\$	0.00		

X _____
Valued Customer

X _____
Manager



Preview Order L14F - W8B - SuperCrew AWD - XL: Order Summary Time of Preview: 04/02/2025 10:18:19 Receipt: 10/15/2024

Dealership Name: Great Lakes Ford of Muskegon

Sales Code : F48621

Dealer Rep.	Matthew Kahlo	Type	Stock	Vehicle Line	Maverick	Order Code	L14F
Customer Name		Priority Code	20	Model Year	2025	Price Level	550

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
W8B0 MAVERICK XL AWD	\$26995	\$26455	.POWER-SPLIT ELECTRIC CVT	\$0	\$0
.121.0" WHEELBASE	\$0	\$0	JOB #2 ORDER	\$0	\$0
OXFORD WHITE	\$0	\$0	CV LOT MANAGEMENT	\$0	\$10
CLOTH	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
EBONY	\$0	\$0	FUEL CHARGE	\$0	\$42.75
EQUIPMENT GROUP 101A	\$2220	\$2064	PRICED DORA	\$0	\$0
.XL TRIM	\$0	\$0	DESTINATION & DELIVERY	\$1595	\$1595
.2.5L HYBRID ENGINE	\$0	\$0			
TOTAL BASE AND OPTIONS				MSRP	INVOICE
DISCOUNTS				\$30810	\$30166.75
TOTAL				NA	NA
				\$30810	\$30166.75

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This is not an invoice.



Date/Time: Mar 26, 2025 12:07 PM

Buyer: City Of Muskegon Muskegon

Salesperson: Colby Beckstrom

Phone: C: (231) 724-6762

Phone:

Address:
 , MI 49440

2024 Chevrolet Colorado, Body Type: Crew Cab Pickup 54749

Color: Sterling Gray Metallic, 34 Miles VIN:1GCPTCEK7R1268715

Cash	Balance Due
\$ Down	
\$0	\$43,078

MSRP/Retail	\$44,220.00
Total Savings + Rebates	\$1,421.75
Betten Low Price	\$42,798.25
DOCUMENTARY FEE	\$280.00
Amount Financed	\$43,078.25

X

Customer Signature

Date

X

Manager Signature

Date

With Approved Credit

2024 COLORADO 4WD LT CREW CAB		GENERAL MOTORS LLC	
GXD STERLING GRAY METALLIC	/L4G		
HXR JET BLACK		RENAISSANCE CENTER	
ORDER NO. DRCT3P/TRE	STOCK NO.	DETROIT	MI 48243-1114
VIN 1GC PTCE K7 R1268715		VEHICLE INVOICE 10D88728125	
*****0157*****13*44445S			
MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
14F43 COLORADO 4WD LT CREW CAB	35500.00	33867.00	INVOICE 09/09/24
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 09/09/24
GU6 REAR AXLE 3.42 RATIO	N/C	N/C	EXP I/T 09/19/24
KW5 220 AMP ALTERNATOR	150.00	136.50	INT COM 09/19/24
L3B ENGINE, 2.7L TURBOMAX	N/C	N/C	PRC EFF 09/06/24
MFC TRANSMISSION, 8-SPEED AUTOMATIC	N/C	N/C	KEYS XXXXX XXXXX
PCV LT CONVENIENCE PACKAGE II:	2450.00	2229.50	WFP-S QTR OPT-1
* REMOTE VEHICLE START		BANK: JP MORGAN C	
* 8-WAY DRIVER POWER SEAT		CHG-TO	44-445
ADJUSTER			
* TIRE, SPARE, ALL-SEASON		SHIP WT:	4511
BLACKWALL		HP:	21.1
* INSIDE REARVIEW MIRROR, AUTO		GVWR:	6250
DIMMING		GAWR.FT:	3500
* DRIVER & FRONT PASSENGER		GAWR.RR:	3600
HEATED SEATS		EMPLOY:	40631.72
* WIRELESS DEVICE CHARGING		SUPPLR:	42245.75
* POWER LUMBAR, DRIVER SEAT		NTR:	1/2
* POWER DUAL OUTSIDE MIRRORS,		EMPINC:	2369.48
HEATED		SUPINC:	755.45
PCZ LT CONVENIENCE PACKAGE:	1270.00	1155.70	
* EZ LIFT AND LOWER TAILGATE			
* TAILGATE KEYED CYLINDER LOCK			
* FOG LAMPS, FRONT LED			
* TILT AND TELESCOPING			
STEERING WHEEL			
* STOWFLEX TAILGATE, STORAGE			
* TAILGATE, STORAGE COMPARTMENT			
* VISORS, DRIVER & FRONT PASS.			
ILLUMINATED VANITY MIRRORS			
* REAR WINDOW, SLIDING			
* REAR WINDOW DEFROSTER			
* DUAL ZONE CLIMATE CONTROL			
* CRUISE CONTROL			
PDB LT CONVENIENCE PACKAGE III:	2775.00	2525.25	
CONVENIENCE I PACKAGE:			
* POWER OUTLET, BED MOUNTED,			
120-VOLT			
* EVOTEX UPLEVEL SEATING			
* DAYTIME RUNNING LAMPS, LED			
* HEATED STEERING WHEEL			
* POWER OUTLET			
* ARMREST, REAR CENTER			
* HEADLAMPS, LED			
* USB PORTS, REAR, DUAL,			
CHARGE-ONLY			
* MAP POCKET, DRIVER SEATBACK			
* LED TAIL LAMP			

** CONTINUED ON PAGE 2 **

BETTEN BAKER CHEVROLET GMC CADILLAC		GENERAL MOTORS LLC	
2024 COLORADO 4WD LT CREW CAB			
GXD STERLING GRAY METALLIC	/L4G		
HXR JET BLACK		RENAISSANCE CENTER	
ORDER NO. DRCT3P/TRE	STOCK NO.	DETROIT	MI 48243-1114

VIN 1GC PTCE K7 R1268715 VEHICLE INVOICE 10D88728125

*****0157*****13*44445S

MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK

** CONTINUED FROM PAGE 1 **

SAFETY PACKAGE:

* REAR CROSS TRAFFIC BRAKING

* BLIND ZONE STEERING ASSIST

* REAR PARK ASSIST

Z82 TRAILERING EQUIPMENT PACKAGE: 480.00 436.80

TOTAL MODEL & OPTIONS	42625.00	40350.75	ACT 237	40667.00
DESTINATION CHARGE	1595.00	1595.00	H/B 261	1278.75
DEALER IMR CONTRIBUTION		426.25	ADV 261	426.25
LMA GROUP CONTRIBUTION		426.25	EXP 65A	426.25

TOTAL 44220.00 42798.25 PAY 310 42798.25

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 40845.00

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

BETTEN BAKER CHEVROLET GMC CADILLAC



Date/Time: Apr 2, 2025 04:15 PM

Buyer:

Phone:

Phone:

2025 Honda Ridgeline, Body Type: Crew Cab Pickup 25H685

Color: Crystal Black, 1 Miles VIN:5FPYK3F14SB024649

Cash	Balance Due
\$ Down	
\$0	\$41,055
\$3,500	\$37,555
\$5,000	\$36,055

MSRP/Retail	\$41,600.00
Total Savings + Rebates	\$3,287.05
Betten Low Price	\$38,312.95
Doc Fee	\$280.00
SOS Fees	X \$55.00
Trade Difference	\$38,312.95
Total Taxes	X \$2,407.02
Amount Fin less Cash	\$41,054.97

\$38,592.95

X

Customer Signature

Date

X

Manager Signature

Date

With approved credit.



Preview Order F100 - W2B 4x4 Crew Cab SRW : Order Summary Time of Preview: 05/05/2025 13:12:02 Receipt: NA

Dealership Name : Gorno Bros Inc

Sales Code : F48022

Dealer Rep.	patrick southward	Type	Fleet	Vehicle Line	Superduty	Order Code	F100
Customer Name	Muskegon	Priority Code	M2	Model Year	2024	Price Level	435

DESCRIPTION

F250 4X4 CREW CAB PICKUP/160
160 INCH WHEELBASE
TOTAL BASE VEHICLE
OXFORD WHITE
VINYL 40/20/40 SEATS
MEDIUM DARK SLATE
PREFERRED EQUIPMENT PKG.600A
.XL TRIM
.AIR CONDITIONING -- CFC FREE
.AM/FM STEREO MP3/CLK
.6.8L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT-G
JOB #2 ORDER
FORD FLEET SPECIAL ADJUSTMENT
XL OFF-ROAD PACKAGE
.33" OFF ROAD LT285/70R17 AT
.3.73 ELECTRONIC-LOCKING AXLE
.SKID PLATES
PLATFORM RUNNING BOARDS
10000# GVWR PACKAGE
50 STATE EMISSIONS

DESCRIPTION

BACKGLASS DEFROST
PRO POWER ONBOARD - 2KW
POWER SLIDING REAR WINDOW
SNOWPLOW PREP/CAMPER PACKAGE
SPARE TIRE AND WHEEL
ROOF CLEARANCE LIGHTS
JACK
SPLASH GUARDS - FRONT
SPLASH GUARDS - REAR
UPFITTER SWITCHES
TAILGATE STEP
DUAL BATTERY
PRIVACY GLASS
XL CHROME PACKAGE
.FOG LAMPS
SPECIAL DEALER ACCOUNT ADJUSTM
SPECIAL FLEET ACCOUNT CREDIT
FUEL CHARGE
NET INVOICE FLEET OPTION (B4A)
PRICED DORA
ADVERTISING ASSESSMENT
DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS

MI Deal # MA240000001193

DISCOUNTS

MI Deal Price Delivered With Options \$ 55,987.00

TOTAL

*** In Stock Truck ***

This order has not been submitted to the order bank.

This is not an invoice.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Energy Performance Contract Consultant
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works

Brief Summary:
Staff request approval to enter into an arrangement with Johnson Controls, Inc., an energy service company, to prepare an energy performance contract.

Detailed Summary & Background:
An Energy Performance Contract (EPC), is a financing mechanism where an Energy Service Company (ESCO) installs, and in some cases maintains, energy-efficient equipment in a customer's facility and is paid for the cost of the project with a portion of the energy savings generated. The ESCO guarantees a level of energy savings over a specific period, and the customer pays for the project through those savings, often without upfront capital expenditures. EPCs are commonly used by governments to fund energy efficiency projects in their facilities.

Staff solicited a Request for Qualifications. This included reached out to Johnson Controls, Inc. (JCI), American Building Maintenance (ABM), and RWE Clean Energy to specifically solicit qualifications from those firm based on prior contacts with those firms, plus a full advertisement according to the City's standard process (on the website, etc.). Only JCI submitted to the RFQ.

Staff recommends JCI based on our interactions with them, their work with similar nearby organizations, and their RFQ submittal. JCI has worked with many Michigan cities on projects like the one staff envisions, and JCI staff have worked with Muskegon Heights, Ottawa County, Marquette, and Lansing. On pages 47 and 48 of their submittal, you can see their commitment to using a local, diverse workforce during the construction phase. Given the nature of EPC's, if the City elects to move forward with a project in the future, Johnson Controls, Inc. (JCI) will be the City's design-build contractor and financier. Staff has brought this item forward now in transparency, since future requests may include exceptions to the purchasing policy.

Staff anticipates the DPW facility as the prime target of the work, but depending on the energy audit findings JCI may recommend projects at other facilities as well if the savings are worth the effort. JCI will guarantee a specific level of savings associated with the project(s) they recommend. The City and JCI would split the savings generated by the energy-efficient equipment, the City's portion of which is available to defray the costs of the project(s). These efforts could allow the City to engage in activities identified in a Climate Action Plan with the goal of reducing the City's carbon footprint and seeing energy savings. A Climate Action Plan is being prepared and will be presented to the Commission for review and adoption soon. Staff anticipates the Climate Action Plan will be available for JCI to use as a resource when developing potential projects.

It's important to know that at this time, staff is only asking for approval to enter into an exclusive

arrangement with JCI, not for a specific project(s) or funds. JCI will work with staff to perform a detailed energy audit, and based on those results they will recommend a specific project or projects that will save the City money. Since the savings are shared, JCI has an incentive to generate as much savings as practical. Only at that time would staff come back with the particulars of the project, the financing vehicle(s), the guaranteed savings and other project information for consideration by the Commission.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Sustainability in financial practices and infrastructure

Goal/Action Item:

2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

I move to approve staff entering into an arrangement with Johnson Controls, Inc., an energy service company, to prepare an energy performance contract.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

**SUBJECT: Statement of Qualifications for the City of Muskegon
Energy Performance Contract**

Dear Mr. VanderHeide and Members of the Selection Committee:

With a highly successful economic development strategy focused on key industries – agribusiness, advanced manufacturing and aerospace/defense to name a few – the City of Muskegon is a fast-growing progressive community widely recognized for its diverse, entrepreneur-driven economy. Muskegon is perfectly situated in the region and a magnet for business development in West Michigan but cannot stand still. A commitment to innovation, vibrancy and climate action has been echoed by community leaders and is necessary to retain and attract business as well as serve the growing needs of the population.

The Smart and Sustainable Muskegon Initiative detailed in our proposal is a self-funding, fiscally responsible program that continues the evolution of the City's transformation to being efficient, connected, sustainable, livable, resilient, and secure, all without raising taxes or utility rates, through cost-justified infrastructure investments.

Johnson Controls is ideally positioned to serve the City of Muskegon as your Climate Action Plan implementation partner. Your Climate Action Plan (v1.1) seeks to leverage funding opportunities to implement climate action initiatives, to reduce operational costs through improved efficiency, to reach net zero GHG emissions by 2040, and enhance the resilience of city operations and land. As your partner, we seek the same outcomes, delivered through performance contracting with our additional services and expertise. Indeed, of your five identified focus areas, we can address nearly all of the action items identified in Buildings & Facilities, and many of the action items identified for transportation, waste, land use & resilience, and implementation.

Johnson Controls is ideally positioned to serve the City of Muskegon as your Climate Action Plan implementation partner.

Implementing these changes requires an experienced partner, and Johnson Controls is well suited for this very important and unprecedented project. The Smart and Sustainable Muskegon Initiative promises to deliver on numerous City organizational objectives, and Johnson Controls alone has the expertise as well as resources to make sure this project is a resounding success.

On behalf of Johnson Controls, I am pleased to submit our response to the City of Muskegon's request for qualifications for an energy performance contract. I will be your primary point of contact and can be reached at (616) 243-4134 or dave.gehrls@jci.com. Brad Estadt has delegation of authority to execute agreements on behalf of Johnson Controls.

Dave Gehrls
Senior Account Executive
Sustainable Infrastructure



Bradford Estadt
General Manager
Sustainable Infrastructure

Building tomorrow *together*

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Executive Summary

We commend the City of Muskegon for pursuing the procurement vehicle of Michigan Energy Performance Contracting to make investments into critical infrastructure that are guaranteed to be cost-justified. It is important to note that the project contemplated in this RFQ is very unique, potentially incorporating energy, water, security and life safety components. A successful endeavor will require a partner not only experienced in the technical aspects, but also a firm who has the scale, balance sheet, and resource pool to ensure an outcome that exceeds expectations. Fortunately, Johnson Controls checks all of these boxes.

Criteria	Why Johnson Controls?
Experience with traditional scope items for a municipal Energy Performance Contract (EPC)	Johnson Controls has completed more than 800 guaranteed savings projects for local government clients, lowering your risk. Our local team has completed successful, large-scale, multi-phased energy-focused projects in many Midwest cities and towns, including Marquette (MI), Indianapolis (IN), Louisville (KY), and South Bend (IN).
Experience with delivering improvements to a municipal water utility via an EPC structure	The Johnson Controls Water Team pioneered the inclusion of AMI under the umbrella of EPC. With nearly 1.6 million water meters installed to date, we have used this experience to drive expanded scopes of work for water utilities. Our local team has implemented successful water meter projects via EPC in Evansville (IN), Toledo (OH), Decatur (IL), Lansing (MI), Port Huron (MI) and Marquette (MI) to name a few.
Scale / Balance Sheet / Resources / Longevity	Many ESCOs have not been in business long enough to honor a 20-year agreement as contemplated in this RFQ. In fact, many are currently owned by venture capitalists where companies and subsequent contracts get “spun off” in a short time span. Johnson Controls has had offices in Michigan since 1887. Our balance sheet with \$24B in revenue allows us to comfortably invest in the development of EPC projects such as this.

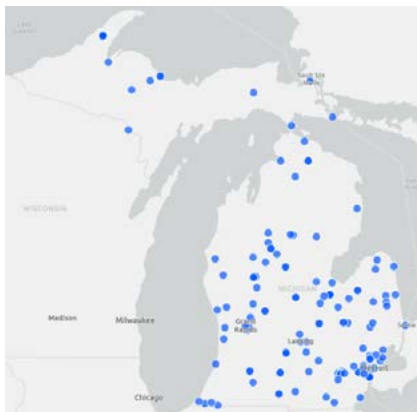
Company Background

Since 1885, Johnson Controls has been working with clients across the country and the world in a variety of markets to implement system and equipment efficiency solutions that drive energy and operational savings. With a global team of 100,000 experts in more than 150 countries, Johnson Controls offers the world's largest portfolio of building technology and software, as well as service solutions from some of the most trusted names in the industry. We operate through our unmatched network of branches, including our nearby Grand Rapids office, to help municipalities enhance the full lifecycle of their infrastructure. We use industry award-winning digital technologies, such as our

innovative OpenBlue platform, as well as building automation, hyper-efficient heating and cooling systems, smart water distribution and conservation, and world-class fire protection and smart security systems to save energy, reduce costs, protect people and assets, and lower emissions.

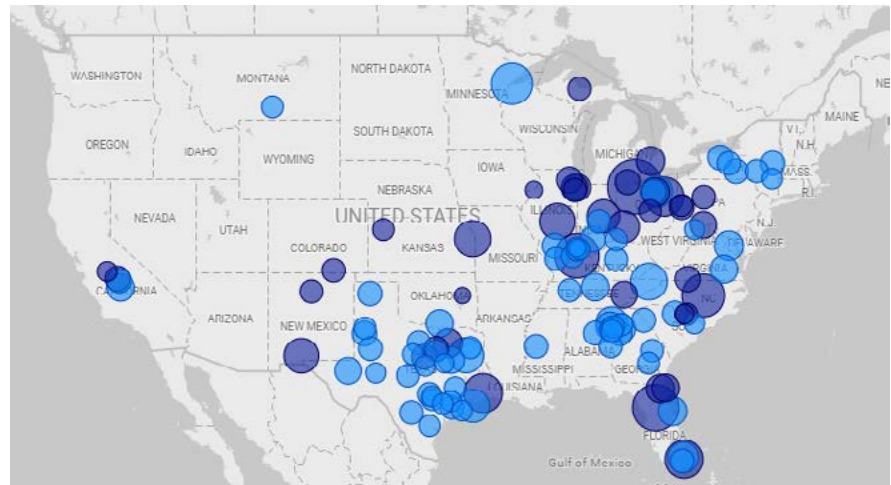
Performance Contracting Expertise

Given the breadth and complexity of the improvements being contemplated, the City needs a partner it can rely on to successfully develop, implement, and monitor the upgrades over the long term. All project phases are managed by our in-house professionals to provide a one-stop-shop for the entire infrastructure improvement program. Since pioneering performance contracting, we have implemented more than



Johnson Controls brings unparalleled experience in Michigan developing performance contracts. Over the past 25 years alone we have implemented 162 projects for a wide variety of markets that involved \$413 million in infrastructure improvements.

Johnson Controls has replaced nearly 1.6 million water meters as part of 150 AMI/AMR projects



Technology ● AMI ● AMR

3,500 projects involving \$12.5 billion in guaranteed savings. We are currently managing 344 projects that include more than \$3.6 billion in upgrades and carry performance guarantees of nearly \$7 billion. Our portfolio includes 10 active Michigan projects with similar municipal efforts underway for the City of Lansing, the City of Marquette, and Eaton County.

Specialized Water Utility Expertise

Johnson Controls invented the concept of using performance contracting to supply smart metering infrastructure more than 25 years ago and we have since implemented 150+ projects involving more than 1.6 million meters generating \$1 billion in financial benefits. Our national team takes an active hands-on role in every project and is led by multiple experts in the field, including Jonathan Gunn and

Audrey Noel. Our full team of leading water experts bring a combined 150 years of industry experience and are contributing authors of multiple American Water Works Association standards and manuals, which are used across the water industry.

Our industry professionals holistically analyze all facets of your water infrastructure to explore opportunities for optimization. We have the expertise to ensure that the new AMI system contemplated in this program interfaces seamlessly with your billing and financial systems, so you won't have to worry about lost revenue due to missing or incorrect data. We have also worked with every major manufacturer and will provide a truly independent perspective to help you get the best solution for the City which can include Smart City/IoT devices, remote disconnect, distribution leak detection, and many more options. And, given the huge volume of meters

we purchase, we have preferred pricing arrangements to ensure you receive the best price. Using our proven processes and methods, we will maximize operational savings and billable revenues for the City. Our unique JCI Connect tool is a web-based program allowing for daily communication for subcontractors and the City to keep everyone up to date on the project's progress in real time. We recently completed a similar project for the City of Toledo involving more than 100,000 meters and an AMI system. Your team includes the same experts who delivered this project successfully. There is no other ESCO that comes close to matching our metrology and AMI experience.

Scope Items for Consideration

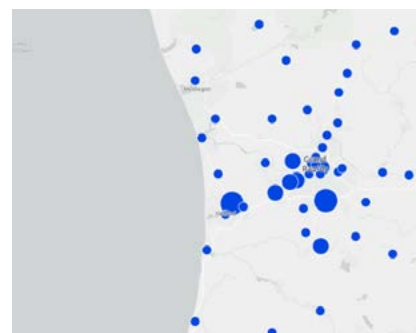
Based on previous discussions as well as information that could be found in the public domain, Johnson Controls proposes that the following scope items warrant strong consideration in the project and should be vetted during the Detailed Design Phase of the project. Please note there are several GO/NO GO milestone meetings as well as workshops and ideation sessions with City leaders planned to enable the team to add/remove/or modify potential ECMs during this "living process". More detailed descriptions of these potential scope items can be found beginning on Page 52.

Scope Items for Consideration: City of Muskegon EPC Program

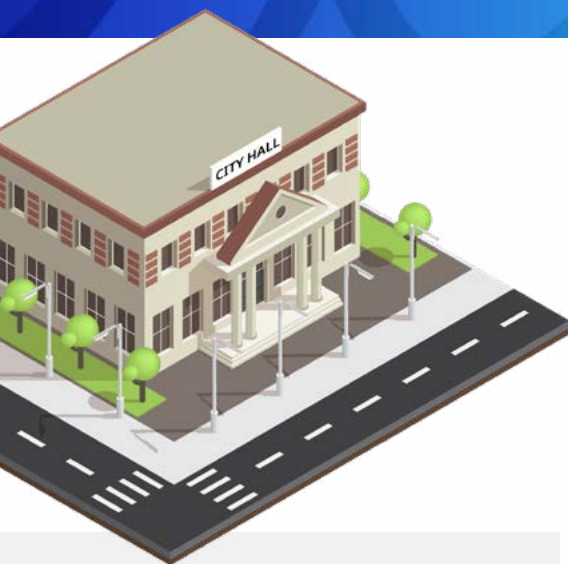
DPW Buildings/Grounds	Water Distribution
1. Lighting (Interior, Exterior, Intelligent) 2. High Efficiency HVAC Systems 3. Building Automation 4. Low GWP Refrigerant Conversion 5. Domestic Hot Water 6. Domestic Water Retrofits 7. Net Zero Advisor MIS (to support GHG/CAP) 8. Space Planning/Remodeling at DPW Main Facility 9. Solar (on new roof/or parking canopy) 10. Building envelope 11. Fire & Security Upgrades 12. Ice Arena Chiller Replacement 13. Other City Infrastructure (Phase 2?)	14. Meter Replacement 15. AMI Network (Fixed/Cellular/Hybrid) 16. Right Sizing / Right Typing 17. Remote Disconnect Valves 18. Leak Detection (Sensor Network or Satellite Based) 19. Customer Portal App 20. Lead Pipe Inspections or Remedy 21. Solar (Roof/Canopy/Ground Mount) 22. Battery Storage 23. Audit CIS and Database Scrub 24. Power Factor Correction 25. VFDs 26. "Smart Nodes" (sensing temp, pressure, dry pipe, freeze, etc. on distribution zones) 27. New Roof at Filtration Plant

Local Presence

The City anticipates implementing a wide array of infrastructure improvements, some of which we have outlined above. Overseeing and managing the development and implementation of these upgrades will be crucial to success. As shown by the map on the right, Johnson Controls brings a large presence across western Michigan, with nearly 100 professionals in the area to support the City of Muskegon. Our full-service branch office in Grand Rapids is located less than an hour away. We will manage the project from here, providing a wealth of services to ensure this entire program is delivered as you envision.



Johnson Controls has nearly 100 professionals based in the greater Grand Rapids area to support the City of Muskegon throughout all phases of this project.



Qualifications & Experience

1. Firm Profile



NAESCO RECOGNITION

In 2021, Johnson Controls received NAESCO's first Member Award for Outstanding Community Service through Performance Contracting. Pictured above are Chuck McGinnis, vice president of sales, Sustainable Infrastructure, and Maureen Blase, vice president and general manager, Sustainable Infrastructure. NAESCO selected Johnson Controls from among 17 applicants. Receiving the NAESCO Industry Award shows that our solutions can translate to real impact in the communities we serve.

a. Firm name, corporate address, local address and type of firm	Johnson Controls, Inc. 3312 Lousma Drive SE Grand Rapids, MI 49548 Corporation
b. Main contact person with full contact information	David Gehrls, Senior Account Executive (616) 308-7330 dave.gehrls@jci.com
c. Year firm was established	1885
d. Years of experience in the energy business	140 years
e. Years of experience in performance contracting	42 years
f. Number and value of performance contracts in effect	344 projects totaling \$3.6 billion in contract value
g. Number of performance contracts for municipal clients	68 active municipal projects that will deliver \$763 million in guaranteed savings.

h. Financial Stability

i. Describe the financial soundness and stability of the firm.

Johnson Controls International plc has a strong balance sheet with significant financial liquidity. As of September 30, 2024, our parent company has more than \$42.7 billion in total reported assets. In addition, we continue to generate strong revenue and profitability. For the fiscal year 2024, our company reported net

revenue of \$22.95 billion and net income of \$1.7 billion. Our parent company has a long-term credit rating of BBB+/Stable/A-2 from Standard & Poor's Rating Service. This financial strength empowers us to fund our project development activities.

Johnson Controls' financial health provides the City assurance of our ability to serve our clients. Our capacity to integrate a wide range of services into a cohesive, tailored value proposition for our customers truly differentiates us from our competitors. We have invested millions of dollars to create a robust operational, financial, and technical infrastructure, critical when managing large, widely distributed, and divergent sets of properties that constitute client portfolios.

We continue to focus on profitable growth in all our businesses, as it allows us more

opportunities to leverage our volume, leading to improved quality and efficiencies. This enables us to invest in innovation and improve our services, bringing more success to our clients. Our growth goals are supported by initiatives focusing on new technology, optimizing our resources and continuous improvement of quality, reliability, and delivery.

ii. Submit the most recent annual summary (1-3 pages) of the annual Statements of Financial Conditions dated within the past twelve (12) months, along with name, address, and the telephone number of firm(s) that prepared the financial statements.

Our commitment to exceeding client satisfaction has contributed to decades of consistent growth and financial success. Johnson Controls has continued to develop, expanding into a Fortune Global 500 corporation with annual revenue exceeding \$25 billion. With our financial strength, you can rely on Johnson Controls to not only back our guarantee, but be there beyond this project as the City of Muskegon continues to grow.

Statements of Financial Condition

The excerpt from our most recent Form 10-K Annual Report (FY24), provided in the appendix, demonstrates our firm's financial soundness. Our financial reports are prepared inhouse by Marc Vandiepenbeeck, Executive Vice President & Chief Financial Officer, with a third-party audit conducted by PricewaterhouseCoopers, LLC.

i. NAESCO Accreditation. State whether your firm is Accredited with the National Association of Energy Services Companies (NAESCO). Note: Firms must be NAESCO Accredited to be considered.



STRENGTH IN NUMBERS

With us, BIG does not mean impersonal. For the City, it means:

- Strength and scale.
- Purchasing power.
- Significant engineering and technical resources.
- An investment grade credit rating.
- A partner with deep understanding of local government environments.
- Investments in innovative solutions that positively impact your citizens.

The National Association of Energy Service Companies (NAESCO) has continuously recognized Johnson Controls as an accredited ESCO since 1997. NAESCO designated us as an Accredited Energy Service Provider (ESP) in 2003 (the first year ESP accreditation was available). We are one of only 14 companies in North America to receive this designation. Our current Certificate of Accreditation is valid through November 2026. Our Vice President of Sales, Charles McGinnis, is named to NAESCO's

Executive Advisory Committee, a member of the NAESCO Board of Directors, and served as the organization's former Board Chairman, showing our commitment to the industry.

2. Project Experience

- a. Provide a minimum of five performance contracting references for projects of similar size, scope and complexity indicating your firm's recent experience with local government clients. Each project description shall describe the services provided, project cost, savings amount and contract term in a maximum of two pages each. Emphasis should be placed on projects that were completed by the branch office and/or personnel proposed for this project. Client names with a contact person's phone number shall be listed.

The projects highlighted beginning on the following page illustrate the comparable experience our local team and our specialized water utility team brings in developing and implementing municipal performance contracts focused on comprehensive facility upgrades to drive energy efficiency savings and water metering projects that recover lost revenue.

2025

WORLD'S MOST
ETHICAL
COMPANIES

ETHISPHERE

ETHICS RECOGNITION

Johnson Controls has been recognized 18 times by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, as one of the World's Most Ethical Companies.

In Michigan alone we have managed 162 performance contracts that have generated \$525 million in financial benefits.

Water Metering Project Profile

Cary Selects Johnson Controls to Upgrade 68,000 Meters

The Town of Cary in North Carolina selected Johnson Controls for a major technology development program involving the design and implementation of a full-scale AMI system for the town's water customers.

The \$17.3 million project encompassed 68,000 water meters and included the first full deployment of two-way communicating endpoints. Johnson Controls developed a strategic procurement procedure that split the AMI system into components, allowing for the separate selection of meters and AMI infrastructure based on the client's needs. We also negotiated with AMI providers to obtain



favorable warranties and guaranteed read rates above the industry standards.

We guaranteed more than \$1.8 million in annual savings. More than \$1 million of the savings came from an increase in meter accuracy, with the balance coming from operational savings and future cost avoidance. In the end the project was completed early and under budget.

Citywide effort for Marquette involves cogen system at the treatment plant and much more

SERVICES PROVIDED

The City of Marquette partnered with Johnson Controls to implement a major \$28 million smart city effort that delivers a strategic, customized, connected solution that caters to the advancement of the City and the community.

Johnson Controls implemented a new AMI meter reading system, water meter upgrades, a new energy management system, citywide security, IT and lighting upgrades, a cogen plant at the wastewater treatment plant, new traffic signals and controls, and numerous facility improvements. The upgrades touch all aspects of the City's operations, improve safety and sustainability, address deferred maintenance, reduce energy costs and provide new services for residents. The project had a total economic impact of \$62,359,949 with 37 full-time local jobs created and more than 78,585 labor hours at the prevailing wage.



PROJECT COST

\$28 million

PROJECT SAVINGS

\$7.6 million

CONTRACT TERM

7/2017 – 8/2024

CLIENT CONTACT

Eric Stemen
Director of Facilities
and Maintenance
estemen@
marquettemi.gov
(906) 228-0444



September 29, 2020

To Whom It May Concern:

In 2017-18, the City of Marquette went through a complete evaluation of Performance Contracting providers. Our City was looking for a solution that would improve the working environment for citizens and staff, increase energy efficiency and minimize operating costs. In the end, we selected the company with the best overall program for our City which was Johnson Controls.

Performance Contracting has helped the City improve its infrastructure without increasing tax dollars. Under this \$27.9 million contract, Johnson Controls provided facility improvements such as traffic signals, street lighting, new HVAC equipment and controls, security and fire systems, new ice making equipment at Lakeview Arena, complete City Hall renovation, and a methane fired co-gen plant that provides a majority of the electricity for the Wastewater Treatment Plant. In addition, Johnson Controls is supporting our operations by currently providing maintenance services and training with our internal staff. To date, we are confident that we are exceeding the \$42 million of savings over the life of the project. There is no additional tax burden or water utility rate increase on our community, and the project is financed using the new Michigan tax exempt lease purchase legislation.

For the City of Marquette, the goal is to deliver a strategic, customized solution that will cater to the advancement of the City and the community. This project displays this commitment by having a significant local economic impact, including job creation of **37** full-time local positions over a two-year period, with over **78,585** local labor hours at prevailing wage.

I am confident that you will enjoy the greatest of success in a partnership with Johnson Controls. Please feel free to contact me at 906-225-8102 to discuss any further specifics of our partnership.

Respectfully,

L. Michael Angeli, City Manager
City of Marquette

The City of Lansing project optimized energy efficiency and enhanced public safety

SERVICES PROVIDED

Johnson Controls has worked with the City's Departments for a number of years to identify and establish the City's infrastructure goals and challenges and develop a 20-year plan to upgrade the infrastructure, optimize energy efficiency and provide guaranteed outcomes of the project.

- Proactive approach to fiscal responsibility
- Reduce operation and maintenance costs in 54 facilities
- Enhance public safety through technology
- All identified project costs, savings and performance of improvements are guaranteed by Johnson Controls

The scope of work included:

- Pedway renovation
- ASHRAE Level I and II Audits
- Built energy modeling
- Cost estimating
- Lighting upgrades
- HVAC upgrades
- Security/fire upgrade
- Building management system controls



PROJECT COST

\$12 million

PROJECT SAVINGS

\$20.1 million

CONTRACT TERM

2/2021 – 4/2044

CLIENT CONTACT

Andy Kilpatrick
Director of Public Services
(517) 483-4455
Andrew.kilpatrick@lansingmi.gov

Major effort in Evansville includes Sensus and a customer portal

SERVICES PROVIDED & SCOPE OF WORK

Evansville embarked on an effort to address aged water infrastructure and improve overall sustainability through ambitious community-wide upgrades without raising taxes. Key elements included biogas optimization through co-digestion of high-strength wastes and installation of a 460kW co-generation system.

Other upgrades included lighting retrofits, HVAC, controls and power-factor correction. The project generates \$3.1 million in annual savings. The integration of AMI has streamlined water metering and billing processes, enabling city workers to reassign seven meter readers to other tasks. As a result, the annual water meter budget has been reduced by \$300,000.

See the Video Case Study



[HTTPS://TINYURL.COM/YDRAHTKX](https://tinyurl.com/ydrahtkx)



PROJECT COST

\$39 million

PROJECT SAVINGS

\$108.7 million

CONTRACT TERM

8/2013 – Present

CLIENT CONTACT

Duane Gilles
Consultant
1 NW MLK, Jr Blvd.
Evansville, IN 47708
duanegilles@gmail.com
(812) 305-6684

LLOYD WINNECKE
MAYOR



LANE T. YOUNG
EXECUTIVE DIRECTOR

EVANSVILLE WATER & SEWER UTILITY

1 N.W. MARTIN LUTHER KING JR. BLVD, ROOM 104, EVANSVILLE, INDIANA 47708

PO Box 19, Evansville, IN 47740-0001

(812) 436-7846 FAX (812) 436-7863

October 8, 2020

Chris Downs
Johnson Controls, Inc
1255 North Senate Avenue
Indianapolis, IN 46202

Recommendation for Johnson Controls, Inc.

The EWSU was looking for a public-private partnership that transferred risk to the GC and guaranteed the savings/new revenues to avoid a rate increase. The Indiana Utility Regulatory Commission completed a detailed review of the project and associated financing and concurred, resulting in its approval.

JCI began the implementation in-earnest in late 2015 and the project was substantially complete in early 2017 (EWSU looked at self-implementation of the metering project. Realistic estimates were a completion timeline of 5 to 10 years). As with any project of this scale and complexity, there were unforeseen issues (such as the breaking of very old curb stop valves). However, we would like to say that JCI worked with us in a very timely and cost-effective manner to meet our schedule and keep the project on-budget (there were no JCI-initiated change orders).

The customer communication/coordination component was particularly very important to EWSU and JCI exceeded our expectations in this area. At the time, a recent sewer rate increase had been approved to relieve some of our CSO issues, because of this, accurate and reliable metering - and a rigorous program of testing/repairing to ensure we are billing near 100% - became even more vital.

Overall, we have been very pleased with JCI and would strongly recommend them to any city considering such an endeavor.

Please feel free to contact me if you have any questions.

Sincerely,

Daniel Claspell

Daniel Claspell

Director of Administration

Evansville Water & Sewer Utility

Major water meter project delivers \$175 million for the City of Toledo

SERVICES PROVIDED

Johnson Controls is powering the City of Toledo's digital transformation by addressing deferred maintenance and integrating smart water infrastructure. The smart city technologies will automate the water meter readings and billing process, and equip the City with the latest water metering technology, enhancing customer service and affordability, as well as sustainability. The \$78 million project was implemented through a performance-based contract and the operational and maintenance savings will self-fund the entirety of the project, ultimately delivering \$177 million in savings over 20 years. The project includes:

- Approximately 116,000 water meter upgrades and replacements across large commercial, intermediate, and residential locations.
- AMI network installation including towers and 21 base stations.
- A new Enterprise Resource Planning (ERP) software to interface with the AMI network.
- A customer service portal allowing for both direct customer interface and customer to City interface.
- Interface of the ERP software to the existing City workflow system to allow for improved asset management and maintenance.

See the Video Case Study



[HTTPS://TINYURL.COM/BDUPCVE5](https://tinyurl.com/BDUPCVE5)



PROJECT COST

\$75 million

PROJECT SAVINGS

\$173 million

CONTRACT TERM

7/2019 - Present

CLIENT CONTACT

Douglas Stephens
Director of Public Utilities
douglas.stephens@toledo.oh.gov
(419) 350-3035

Louisville saves \$56 million through two-phase effort with Johnson Controls

SERVICES PROVIDED

Louisville Metro Government selected Johnson Controls to implement a major energy efficiency project in 24 municipal facilities encompassing more than two million square feet.

The two-phase \$36 million project included a lighting retrofit, steam distribution repairs, pipe insulation upgrades, HVAC upgrades, building envelope upgrades, building energy management systems and a computer network optimization. Johnson Controls is currently working with Louisville Metro to achieve ENERGY STAR ratings on their buildings, as well as LEED certification.

The project will save the City more than \$56 million. More than 60% of the project was completed using local resources and MBE/WBE firms completed 33%. There were no major issues during construction.

The effort also included a large PR campaign to promote the benefits of the project. Our in-house PR professionals developed a variety of materials, including a media alert and news release, for a community event featuring the mayor. Print and broadcast coverage was also secured. A case study on the project is provided in the appendix.



PROJECT COST

\$36 million

PROJECT SAVINGS

\$56 million

CONTRACT TERM

8/2013 – 2/2024

CLIENT CONTACT

Mark Zoeller
Executive Director
of Public Works
(502) 574-0104

Water Metering Project Profile

Warren Achieves \$580K in Annual Savings

We developed \$8 million in improvements for the City of Warren, including comprehensive aeration upgrades, demand management controls, and other process-related improvements. We also implemented various facility upgrades to drive energy savings. Project costs were completely off-set by \$580,000 in annual energy and operational savings. We focused on providing the greatest energy cost reduction opportunities possible,



addressing numerous infrastructure deferred maintenance issues, delivering technology that increased operational efficiency, and supporting the city's energy reduction goals.

Water Metering Project Profile

Two-Phase Water Utility Effort Upgrades Systems for Knox County

After implementing several major infrastructure improvement projects for Mount Vernon, the county seat, the County selected us for a \$1.5 million project focused on upgrading their water infrastructure and providing ongoing savings. Phase 1 focused on replacing 2,936 water meters and deploying an AMI system while Phase 2 included leak detection to help drive



additional savings. The new meters and billing process, coupled with a reduction in operational costs, will deliver \$700,000 in savings and recovered revenue.

Water Metering Project Profile

Johnson Controls Updates the Water Utility of Jax Beach

The City of Jacksonville Beach partnered with Johnson Controls to provide upgrades to its utility systems to increase customer service levels, reduce unaccounted for water, and implement technological upgrades across their service territory. We upgraded 11,000 water and natural gas meters, performed a utility database reconciliation, provided enterprise resource planning transition support, replaced large water meter vaults,



implemented a mobile water leak detection system, and deployed an AMI system. The effort will provide benefits of more than \$8.7 million over 14 years.

b. Provide an overview of the performance contracts your firm has implemented in the past three years, including client, project cost and guaranteed savings.

Client /Project	Project Cost	Guaranteed Savings
Arkansas Northeastern College	\$3,735,174	\$1,788,704
Batavia Central School District Phase 1	\$2,357,531	\$3,656,133
Bayport Blue Point	\$8,000,000	\$12,208,521
Beloit College Phase 2 Core CPPC	\$6,168,786	\$11,359,153
Broward County Public Schools Phase 2	\$10,262,600	\$13,156,065
Canada Border Services Agency	\$1,577,434	\$2,388,340
Center Moriches Union Free School District	\$6,021,372	\$7,025,267
City of La Crosse Phase 3	\$2,877,458	\$2,988,125
City of Lewiston	\$2,819,418	\$3,646,957
City of Port Huron Phase 3	\$3,986,888	\$998,439
City of Rogers	\$17,995,904	\$15,235,786
Crested Butte	\$950,000	\$862,057
Deer Park Schools Phase 2	\$7,517,778	\$8,634,935
East Meadow School District Phase 3	\$11,847,421	\$14,583,708
Eastport South Manor	\$18,383,763	\$21,837,463
Eaton County Phase 2	\$12,095,242	\$8,993,397
Grandview School District Phase 2	\$6,849,422	\$4,494,975
Hackensack Public Schools	\$12,700,000	\$15,781,278
Harborfields Central School District Phase 2	\$7,311,009	\$9,582,041
Hoosic Valley Central School District	\$2,011,448	\$2,254,948
Malone Central School District Phase 1	\$6,410,299	\$7,557,635
Mattoon School District Phase 5	\$5,683,000	\$1,928,921
Mayflower Public Schools	\$1,439,040	\$2,025,678
Newark Board of Education ESIP Group 2&3	\$91,118,297	\$119,684,494
North Arkansas College	\$1,150,000	\$268,186
Northampton County	\$7,680,000	\$8,322,566
Northern Mississippi Health Services	\$3,694,224	\$2,368,350
Oklahoma Department of Corrections Task Order 1	\$14,757,112	\$20,547,116
Onandaga-Cortland-Madison Counties	\$2,425,000	\$3,347,513
Philadelphia School District Phase 2C	\$19,174,744	\$312,921
Plainedge Union Free School District Phase 2	\$8,925,000	\$10,568,358
Rock County Government Phase 2	\$994,497	\$1,107,671
SAU 60 Fall Mountain Reg School District, NH	\$2,316,845	\$1,637,178
Somers Central School District Phase 1	\$8,895,000	\$10,340,186
Sullivan Housing Authority	\$1,750,000	\$4,735,361
Village of Floral Park	\$3,550,000	\$2,645,309
Village of Southampton	\$6,785,244	\$6,190,358
Walkerville Schools	\$2,166,662	\$2,136,375
Washington Unified School District	\$6,714,000	\$86,728
Weber School District	\$17,281,172	\$3,207,174
West Virginia Division of Corrections Phase 2	\$26,000,236	\$38,058,991
Windsor Central Supervisory Union	\$3,177,301	\$4,030,680

3. Ongoing Service and Maintenance Capabilities

a. State the location of your nearest servicing office and provide an overview of your firm’s capabilities for servicing the installed equipment, as well as procedures for handling emergencies.

Johnson Controls considers each performance contract as a long-term partnership with our client. Since the contract term extends over several years, we have developed our services to ensure complete client satisfaction throughout the partnership. By partnering with Johnson Controls, the City has the ability to customize additional maintenance and training options to meet your needs.

Local Servicing Office

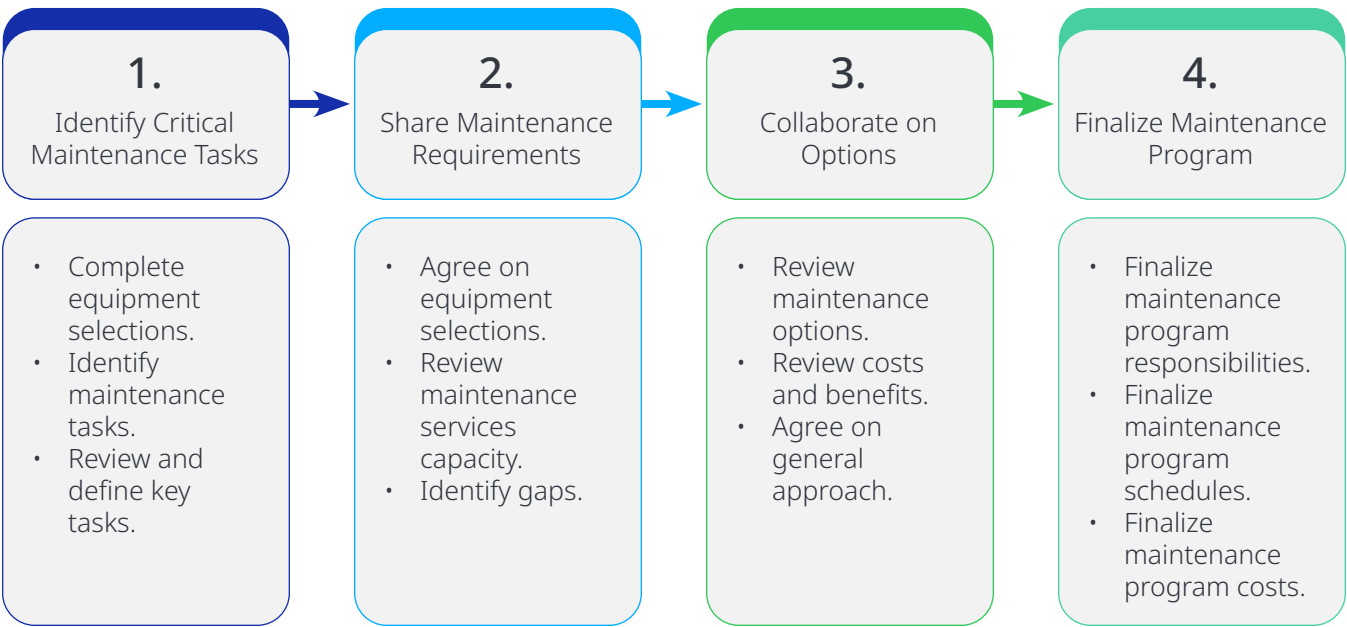
We are fully capable of supporting the City’s maintenance team through the 18 licensed technicians and specialists based **in our local branch office that’s less than an hour away in Grand Rapids**. Johnson Controls also offers our 24/7 toll-free service hotline, which has an administrative support team that tracks all calls to resolution. In other words, we are your one stop shop for all support – the City will always have someone to turn to on our team. The chart below provides a summary of our general approach.

Maintenance Plan for Proposed Equipment

All mechanical systems require some level of maintenance to remain in good working order. Our approach to continuing maintenance and service of installed ECMs includes:

- Identifying continuing maintenance requirements of proposed measures.
- Sharing with the City the maintenance requirements, maintenance intervals, manpower requirements, technical skills, tools and equipment required.
- Collaborating on options for completing the required maintenance.
- Finalizing maintenance plan and agreement.
- Coordinating a program to verify completion of maintenance items assumed by the City.
- Continuing service for the service life of the equipment, or, at a minimum, through the contract term to ensure that energy and operational savings are maintained.

Maintenance Approach Process



Remote Operations Center

The Remote Operations Center (ROC) monitors equipment, systems, and facilities – alarm points, critical temperatures, operational status, etc. – 24 hours a day, seven days a week. Using predictive maintenance techniques and algorithms, the ROC receives, records, and responds to emerging equipment conditions – and notify our local resources accordingly, including dispatching the appropriate personnel to resolve an issue before it becomes a problem. This proactive approach ensures the highest degree of reliable operation for central utility plants, critical equipment and systems, facilities, etc. The ROC is staffed with facility experts to supervise the performance of equipment and systems to provide immediate response to emergency situations. The UL and Factory Mutual certified, ISO 14001 compliant central station monitors and manages more than 3,000 sites in North America. This process helps us lower our clients' operating and lifecycle costs, while improving uptime and reliability. It is a tool to help us serve our clients faster, better, and at less cost than conventional methods.



"Weatherford College has benefited incredibly due to our contract with Johnson Controls. The company provides professionally trained staff that would be extremely difficult for us to find and retain. They have specially trained staff that can be brought in when needed. Even more important, they have significantly reduced our maintenance and HVAC expenses. We couldn't be more pleased with Johnson Controls."

**– Dr. Joe Birmingham, President,
Weatherford Community College**

Emergency Service

As part of Johnson Controls ongoing services, we can also provide for emergency service on all covered equipment within two hours. The emergency service/extended warranty plan includes the cost of any replacement parts and labor for all covered equipment. Johnson Controls' extensive staff of trained technicians enable us to ensure a quick response to any emergency repair situations that may occur.

b. Describe maintenance services provided by the Firm, including a description of the service organization and personnel directly employed by the Firm. Include a list of services provided and the ability to provide "truck-based services."

Performance-Based Services

The performance-based service matrix that Johnson Controls employs includes the incorporation of many of our predictive and proactive services. The services include vibration analysis, spectro-chemical oil analysis, flue gas analysis, ultrasonic leak testing as well as many others that can be employed as needed. The first steps we take include developing an overall strategy that is inclusive of a combination of preventive, reactive, predictive, and proactive components. An effective strategy will include all components.

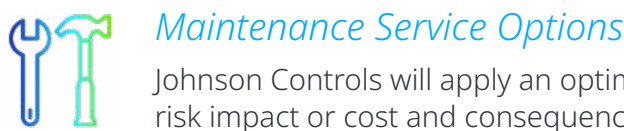
We have performed Planned Service Agreements (PSAs), operations and maintenance, and labor and materials work for more than 26,000 clients in more than 50,000 sites in North America through our truck-based technicians. This extensive experience provides our service personnel with the ability to support your ongoing service and maintenance needs. As a vendor neutral partner, we deliver unparalleled OEM service support for any competitive brand of equipment, including chillers, boilers, HVAC systems, mechanical equipment and controls systems. When it comes to servicing your facilities and process equipment needs we provide expertise, resources, professionalism, and results expected from a global industry leader – with the



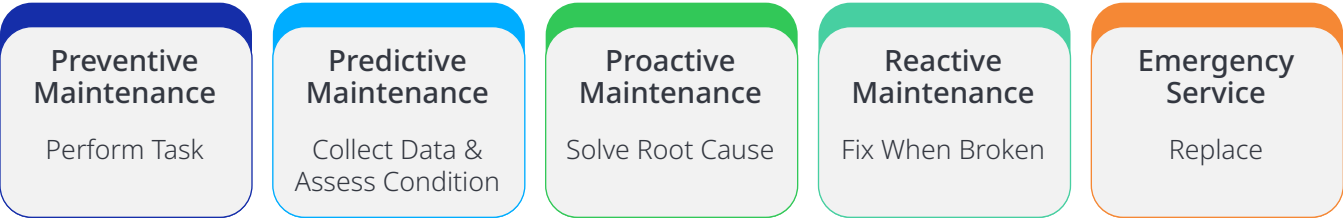
attention to detail and commitment to community as a local service provider. Whatever combination of services the City chooses, we will provide all the information necessary to make the most beneficial use of the allocated maintenance budget.

Equipment Maintenance Service Options

There are several levels of service from Johnson Controls that the City can select based on the specific needs of a facility. In the IGA phase we will be able to have discussions as partners, which will allow us to develop a customized maintenance program using our local, in-house technicians that is based on several key elements, such as risk of unforeseen equipment failures, special needs of one site over another, budget constraints, and more. A customized maintenance program for the City could be any combination of the following types of maintenance plans: Reactive, Preventative, Predictive, and Proactive.



Johnson Controls will apply an optimum mix of maintenance approaches based on the risk impact or cost and consequences of failure.



1. Scheduled Preventive Maintenance

Our professional service offerings will ensure a successful project with long-term financial and performance results. These services can be available for the length of the guarantee. We can also offer an extended warranty on all equipment installed for the entire term of the contract. This would include a complete preventive maintenance/diagnostic analysis strategy to protect your investment by extending the life of the equipment and maximizing reliability. Our expertise in performance contracting allows us to successfully implement large, complex systems and provide a long-term partnership with you to guarantee the financial and system performance of the project. The exact extent and nature of the agreement will be developed with your input because we want to provide support for the services you require.

Scheduled service visits can prevent or alleviate the extended hours of continuous operation; wide fluctuations in building load,

which place significant stress on equipment; the need to remove the accumulation of dirt particles, which reduce the output capacity of the equipment; and the corrosive nature of certain fluids flowing through the equipment. Planned service agreements address the critical function of the equipment, and the need to remain in compliance with building codes and regulatory authorities, maximize efficiency of the equipment's performance, and prolong the useful life of the asset.

2. Predictive Maintenance

Predictive diagnostics involve detecting existing and emerging conditions before they cause equipment failure. We assess equipment conditions and then determine the level of service to be done. Predictive diagnostics should be promoted adamantly with the justification being to reduce operating expenses through the minimization of downtime, overtime of staff, catastrophic failure expense, and to increase the life expectancy of major assets.

3. Proactive Maintenance

Proactive maintenance is looking at solving the root cause of the problem to extend the life of the equipment, such as vibration analysis. This maintenance is designed for your facility's most critical equipment and areas.

4. Reactive Maintenance

Reactive maintenance may be more cost-efficient in certain cases to allow equipment to break/fail and then repair it based on the importance to the overall operation of your facilities. Working within the context of extensive knowledge of your facilities, we can provide a broad spectrum of service solutions that include a portion of each of the above.

4. Training

Describe your firm's proposed approach to providing technical training for City personnel, noting training sites and methodologies.

Johnson Controls considers each performance contract as a long-term partnership. Since the contract term extends over several years, we have developed our services to ensure complete City satisfaction throughout the partnership. By partnering with Johnson Controls, the City has the ability to customize additional training to meet your needs. Our training programs can be comprehensive to increase the self-sufficiency of City staff or more focused to develop competencies where needed. Training, in conjunction with our service offering, is designed to protect our clients' investment while maximizing the efficiency of your operations.

Designed for the City of Muskegon

To create a truly focused learning experience, we carefully tailor our training programs to align with the City's goals and objectives. We will work with you through a series of brief interviews and simple testing with representatives from your maintenance supervisors, maintenance staff,



"Our partnership with Johnson Controls provides us the technologically advanced equipment to operate our buildings more efficiently, and a training program to educate our staff on the need for energy awareness and efficiency."

– Kathryn Shields
Jackson County, MO Executive

facilities engineering and quality control to help determine the training required for each group. The program steps include the following:

- Define current maintenance and operating procedures.
- Define required maintenance and operating procedures required for new equipment.
- Review training options with engineering and maintenance.
- Determine and organize training programs, based on need and skill level, for functional groups within the facility (e.g., supervisors, maintenance staff, custodial, etc.).
- Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application.
- Record each session for future use by staff.
- Repeat on a regular basis new needs and re-establish competency on old ones.

It is critical that training occurs at defined intervals throughout the course of the project and after it is completed. Timing facilitates proper communication between the Johnson Controls team and your staff regarding how buildings will be operated throughout the installation period and the entire contract term. Regular refresher seminars will be scheduled from year-to-year to maintain the degree of training necessary for your staff to perform at a high level of efficiency. Each training session reviews the basic practices that remain constant and examines new technology and procedures as they become available.

Above all, the key factor to ensure a successful relationship is to have all the facilities' staff trained and fully knowledgeable on how this particular project fits into your overall goals. We have found that projects with a strong commitment from the pertinent staff will always exceed the initial expectation of the initiative. We also know that when our team performs interviews with staff members prior to implementing a contract, we are better able to design, install and support the initiatives in a way to satisfy everyone involved on the facility-side of the relationship. This approach allows us to generate a skills assessment of facility staff and customize our training to best fit your needs.

The following is a sample Skills Assessment Report:

Sample Skills Assessment Report

Our clients use this report to determine specific training needs and assess which employee is best suited to respond to various types of work orders. It becomes their dispatching resource guide.

Sample HVAC Technician Gap Analysis Training Report						
HVAC Technicians Core Tasks		Average Team Gap (%)	HVAC Tech 1	HVAC Tech 2	HVAC Tech 3	HVAC Tech 4
▲ Task Level 1	Average L1 Gap	14.9	15	18	24	17
	Category: Planning and Organization	26.0	37	31	37	25
	Category: Basic Computer Skills	10.0	0	25	0	25
	Category: Safety & Accident Prevention	10.8	18	0	36	0
	Category: General Mechanical Systems Maintenance	0.0	0	0	0	0
	Category: Facility Systems Troubleshooting	12.0	0	40	20	0
	Category: Electricity for Building Services	8.0	10	20	0	10
	Category: Reading Schematic Wire Diagrams	8.0	0	20	0	20
	Category: HVAC Electronic Controls	26.0	30	10	50	40
	Category: Facility Management Systems and Digital Controls	45.4	36	55	100	36
	Category: Refrigeration Certification & Skills	12.0	20	0	40	0
	Category: Air-Handling Units w/HW & CW Coils	0.0	0	0	0	0
	Category: Air Compressors	0.0	0	0	0	0
	Category: Air Dryer	55.0	0	100	75	100
	Category: Fan Coil Units	0.0	0	0	0	0
	Category: Rooftop Air-Handling Units	0.0	0	0	0	0
	Category: Centrifugal Chillers	85.0	100	75	100	50
	Category: Chilled Water Pumps	48.8	33	67	67	67
	Category: Low Pressure Hot Water Boilers	0.0	0	0	0	0
	Category: Diesel Fuel Pumps	0.0	0	0	0	0
	Category: Cooling Towers	40.0	60	20	80	40
	Category: Exhaust Fans	0.0	0	0	0	0
	Category: Variable Frequency Drives	65.0	100	50	100	75
	Category: Liebert DX Computer Rooms Units	16.0	20	40	0	20
◆ Task Level 2	Average L2 Gap	40.0	18	62	61	60
	Category: General Mechanical Systems Maintenance	40.0	25	50	75	50
	Category: Facility Systems Troubleshooting	60.0	0	100	100	100
	Category: Electricity for Building Services	40.0	30	70	40	60
	Category: Facility Management Systems and Digital Controls	60.0	33	89	89	89
● Task Level 3	Average L3 Gap	71.4	57	100	100	100
	Category: Facility Management Systems and Digital Controls	71.4	57	100	100	100

▲ Level 1 identifies core skills that most employees should have.

◆ Level 2 skills are more complex so the gaps are usually larger.

● Level 3 skills are highly complex so you may only need a few specialists.

This column shows the average performance gap for the entire HVAC technician staff.

A Zero Score = Expert Skills

Areas in red indicate major staff performance gaps where training may be needed.

HVAC Tech 3 has no skills regarding variable frequency drives.

HVAC Tech 1 is an expert at troubleshooting facility systems.

Designing an Optimal Training Program

Based on the identified training gaps – or to address other training issues – Johnson Controls will work with your staff to design the most suitable and cost-effective training program. We will use a variety of training methods to instruct your staff, including these three types of training methodologies:

On-Site Training	• Hands-on training by certified Johnson Controls Training Institute instructors with continuing education unit credits • On-the-job equipment demonstrations and maintenance procedure reviews • Portable equipment simulators for hands-on practice
Off-Site Training	• Johnson Controls Training Institute • Johnson Controls Branch Office • Training partnerships with technical colleges
Self-Directed Study	• Interactive CDs • Videos • Workbooks and training manuals

1. On-Site Training

Several resources can be provided for on-site instruction and training. First of all, many Johnson Controls Training Institute courses can be held as a remote seminar at any location of your choosing. Remote seminars are very effective because they allow group training of the City's facilities, systems, and equipment. Remote seminars are taught by Johnson Controls Training Institute instructors. The seminars are held at City sites or other convenient locations, depending on the specific training requirements.

Another option for on-site instruction is on-the-job training. On-the-job training allows our engineers, technicians and mechanics to provide instruction in your facilities. Training materials include on-site laboratory sessions, course handbooks, and examinations. Typical topics include energy management, HVAC systems maintenance, and building management system operation. Finally, phone support and technical assistance are always available and can be provided for the client's staff over the phone or during our normal client service visits.

2. Off-Site Staff Training

JOHNSON CONTROLS TRAINING INSTITUTE

By partnering with us, you will have access to the Johnson Controls Training Institute, which has successfully developed facility operation and maintenance workforces for more than 60 years. Experienced, certified, full-time instructors, who are among the most knowledgeable in the industry, conduct our Institute courses. They're dedicated professionals whose daily experiences with HVAC systems, troubleshooting, maintenance, control strategies and energy management result in a level of expertise unsurpassed in the industry. Their ability to share this knowledge in a comprehensive format ensures attendees experience a productive, intensive and cost-effective training experience.

All Institute locations are equipped with comfortable classrooms and state-of-the-art training labs for facility management systems, computer instruction, mechanical equipment, and preventive maintenance. The laboratory equipment simulates a facility environment to allow hands-on learning without risk to real systems and equipment.

JOHNSON CONTROLS BRANCH OFFICE

A more convenient and cost-effective alternative to our Institute locations is receiving training in our branch office located less than an hour away at 3312 Lousma Drive SE in Grand Rapids. Sample branch training program topics include CFC refrigerant issues, pneumatic controls theory, practical maintenance procedures, and basic building operations theory. Most Johnson Controls Training Institute courses can be held at a Johnson Controls branch office to minimize travel time.

3. Self-Directed Study

COMPUTER-BASED TRAINING PROGRAMS

We realize that off-site classroom instruction is not always practical for your staff. For that reason, the Institute produces several packaged training programs. Convenient and effective in-house training is possible through a variety of instructional computer-based training programs and videos produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Each modular lesson can be reviewed after the initial learning experience to refresh skills as needed.

WORKBOOKS AND MANUALS

The Johnson Controls Training Institute offers a wide range of written materials for learners and trainers, from manuals to self-paced workbooks to a comprehensive textbook on the science of HVAC controls. Many of our workbooks contain hands-on lab activities for staff to complete using their own equipment, in their own facility. If a staff member cannot conveniently attend a class, our self-paced workbooks will help get the job done on the City's timeframe. The key to the success of this project lies in implementing an effective training and development program, specifically customized for your facility and staff. Ensuring that the people who will help maintain the upgraded facilities and who understand how their roles impact energy savings are integral in attaining project goals and energy savings targets.



CUSTOMIZED TRAINING PROGRAMS TO UPSKILL STAFF AND MAXIMIZE SAVINGS

Proper training ensures that the people who will help maintain the upgraded facility understand how their roles impact energy savings. Knowledge of equipment is critical to ensuring that the equipment operates at optimal performance levels and saves energy – all part of our guarantee to the City of Muskegon.

Optimizing efficiency is critical to reducing facility operating costs. Properly trained operators are the key to maximizing success in facilities. Johnson Controls courses and packages are designed to apply to the broadest audience possible, regardless of the type or brand of equipment used in a facility. For most clients, this is an efficient and cost-effective solution. Our project team will also partner with the City to analyze existing needs and provide unique solutions. Here are just a few of the services provided by Johnson Controls:

- Instruction customized for the equipment brands and models in your facilities.
- Instruction offered around the City's time constraints/unique scheduling needs.
- Personal and group development plans for City employees.
- Customized course materials featuring any new renewables.
- Instruction customized to help you meet government regulations.

4. AMI Training

We will provide complete training to City personnel for the installation of water meters, AMI system endpoints, and any other systems/equipment that will be part of this project. Training will be provided on the proper use of the system software and hardware and on importing data into the existing/new billing software. Additional training may include:

- Move-in/move-out readings, threshold settings, report generation, billing date changes and security training will be provided to appropriate City personnel.
- Training sessions for City employees will be held near the completion of the project. Annual retraining, or training of new employees, can be provided as needed.
- Water meter training will involve the proper installation of water meters and the endpoints to ensure optimal performance of the system. Also included in this training is testing the operation of the endpoint with the handheld installation tool after installation.
- Troubleshooting of the entire system will be covered during the training session.
- Ongoing client support will be provided by us and our partners.

5. Bonding, Warranties and Insurance

a. Provide the current bonding capacity; bond rating; and confirmation that firm is currently bondable for 100% of a payment bond for construction of this project and 100% of a performance bond for construction of this project. A letter from a licensed surety as evidence of ability to bond for each of these categories should be included in the appendix.

Bonding Capacity

\$200 million single
\$600 million aggregate

Bonding Rating

Federal Insurance Company
AM Best Rating: A++ (XV)

Liberty Mutual Insurance Company
AM Best Rating: A (XV)

Travelers Casualty and Surety Company of America
AM Best Rating: A++ (XV)

**Fidelity and Deposit Company of Maryland/
Zurich American Insurance Company**
AM Best Rating: A+ (XV)

Johnson Controls is bondable for 100% of a payment bond and 100% of a performance bond on a project. A letter from our surety is included in the appendix.

b. Provide information detailing your firm's warranty policy (equipment and installation).

All manufacturer's warranties will be transferred to the City of Muskegon upon the completion of installation. If desired by the City, we would be willing to negotiate extended warranties from the manufacturer. Because of our relationships with the various manufacturers, some of our clients occasionally ask us to assist them in resolving warranty claims or product issues whenever a manufacturer or distributor is not as responsive as desired, which we are glad to do because we value our clients.

c. Confirm that the respondent will be able to accommodate the Insurance Requirements as presented elsewhere in this RFQ. If the Firm acts in a general contractor or similar capacity during an implementation phase, additional insurance requirements may apply.

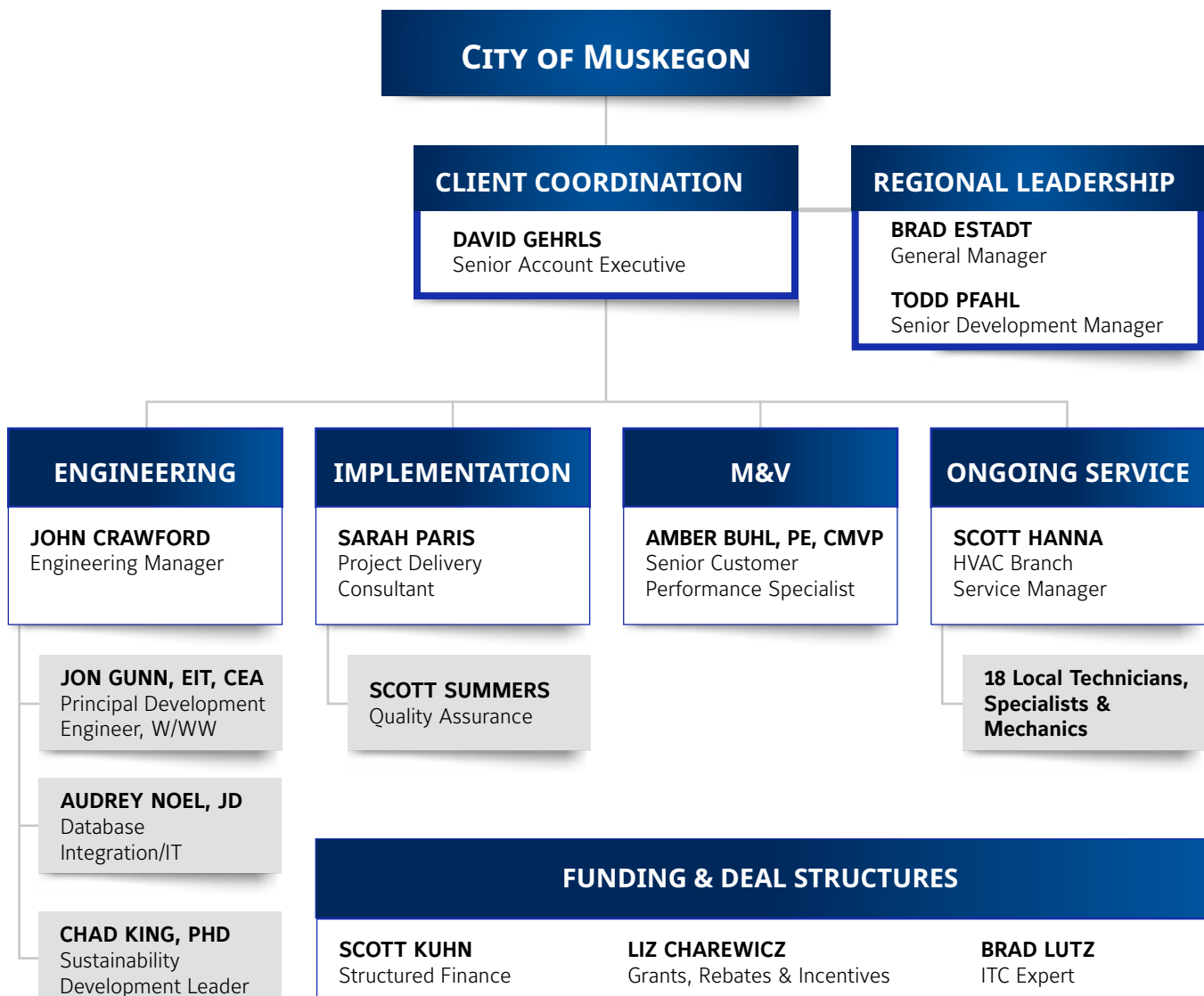
Johnson Controls is able to accommodate the insurance requirements presented in the RFQ.



Project Management Approach

1. Organizational Chart

Provide an organizational chart that illustrates the structure of your team. Note all key personnel and subconsultants.



2. Key Personnel Resumes

Include a one-page resume, highlighting education, licenses, experience on similar projects and any other pertinent information, for each key team member assigned to the project.

DAVID
GEHRLS
ACCOUNT EXECUTIVE

David recently joined Johnson Controls with more than 25 years’ experience in sales and management. He is responsible for developing solutions for wide variety clients, and develops business relationships with the client’s management level to determine needs and financial solutions. David’s responsibilities include building solution-oriented strategies that comply with the client’s mission, goals and challenges. He is also responsible for operational analysis, financial cash flows, negotiations and presentations.

David’s past project experience includes:

Client	Contract Type	Project Value
Birch Run Public Schools	Performance Contract	\$2.8M
Negaunee Public Schools	Performance Contract	\$2.0M
Covenant HealthCare	Performance Contract	\$3.1M
Ottawa County	Performance Contract	\$5.4M
Kalamazoo Justice Center	Plan & Spec	\$1.2M
Ferris State University	Owner Direct	\$1.2M
Mead Johnson Nutritional	Owner Direct	\$2.9M

ROLE
Client Coordination

EDUCATION
BA, Michigan State University

Masters of Management Courses, Aquinas College

JOHN CRAWFORD

ENGINEERING MANAGER

John provides leadership in establishing the development team objectives and team efforts. He develops and engineers projects while providing engineering and financial support on large complex projects. John provides engineering solutions for clients, which support Johnson Controls' product and service offerings where available. He is responsible for establishing an ongoing partnership with clients, providing technical consultation on current systems, along with future energy and operating cost efficiencies.

City of Muskegon Heights, MI

Project development engineer for this \$1 million effort involving exterior and interior lighting retrofits, HVAC mechanical upgrades, digital building automation system, building envelope improvements, water conservation improvements and more.

City of Marquette, MI

Engineering manager for a \$28 million effort involving city-wide security and IT upgrades, an energy management system, LED lighting and street lighting retrofits, new water meters and an AMI system, a cogen plant, and various building improvements. The program will save the City \$42 million and create 37 full-time jobs in the city.

Wyandotte Municipal Utility Services, MI

Project development engineer leading a \$10.8 million two-phase effort involving several municipal utility facilities. The scope included

electrostatic precipitation system modifications, steam traps, steam pipe insulation, lighting, temperature controls, VFDs, mechanical upgrades, vibration analysis, electric motors, compressed air system modifications and fire suppression system modifications.

Genesee County, MI

Project development manager for this \$10.6 million project involving 15 buildings. The effort included lighting, controls upgrade and scheduling, VSDs, boiler and RTU replacements, solar PV, roof repair/replacement, IT infrastructure improvements and water conservation.

City of Port Huron Water Utility, MI

Project development engineer on a \$3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We replaced 7,500 meters and deployed an AMI system.

ROLE

Project Development

EDUCATION

MBA, Management,
Northwood University

BS, HVACR Engineering
Tech, Ferris State
University

AAS, HVACR Technology,
Ferris State University

JONATHAN GUNN, EIT, CEA

PRINCIPAL DEVELOPMENT ENGINEER, WATER & WASTEWATER

Jonathan is responsible for developing the project scope of work, educating our clients about the various technologies that are currently available on the market, and assisting our clients with their technology selections for meters, AMR/AMI, leak detection, customer portals among others. Jon has more than 14 years of experience in the utility industry, serves as chair of the AWWA Customer Metering Practices Committee, and is a contributing member on the Metering Standards and the Water Loss Control Committees. Jon also serves as chair of the C712 meter standard subcommittee and serves on both the M6 and M22 manual subcommittees as a chapter author and/or peer reviewer.

CITY OF MARQUETTE, MI

Project development engineer for a major \$28 million effort to upgrade the City's water utility and a variety of facilities.

CITY OF TOLEDO, OH

Project development engineer for a \$78 million project upgrading 116,000 water meters, along with deployment of a fixed-network AMI system. The effort will provide more than \$177 million in financial benefits to the City over the contract term.

CITY OF HERRIN, IL

Project development engineer for a \$2.4 million project focused on water meter replacements and deploying a citywide AMR system.

KNOX COUNTY, OH

Project development engineer for a \$1.5 million performance contract focused on upgrading the County's 2,936 water

meters and deploying an AMI system. Phase 2 included leak detection to help drive additional savings. The new meters and billing process, coupled with a reduction in operational costs, will deliver more than \$700,000 in savings and recovered revenue.

CITY OF JACKSONVILLE BEACH, FL

Project development engineer for a \$6.5 million project upgrading the utility systems to increase customer service levels, reduce unaccounted for water, and implement technological upgrades. We upgraded 10,000 water meters and deployed a meter reading system that will provide benefits of \$8.7 million.

CITY OF ITHACA, NY

Project development engineer for a \$2.4 million effort to replace all of the City's 5,400 water meters and deploy an AMR system.

ROLE

Project Development

EDUCATION

MS, Business Administration, University of Rochester

BS, Mechanical Engineering, Clarkson University

AS, Engineering Science, Monroe Community College

REGISTRATIONS

Engineer in Training

Certified Energy Auditor

AUDREY NOEL, JD

DATABASE INTEGRATION/IT

With more than 20 years of operations experience, Audrey specializes in project implementation and logistics management with data integration needs during water loss optimization programs for water providers. In the past five years alone she has been involved in more than 25 performance contracts for municipal clients with a total guaranteed value of \$150 million. Audrey is responsible for establishing and enforcing standards and processes during the implementation of municipal utility solutions projects and assisting municipalities in transitioning to new water metering technologies and AMR/AMI systems. She works closely with customer utility billing staff, IT departments and their billing service providers, and interfaces with the water distribution team.

CITY OF TOLEDO, OH

Business development leader for a \$78 million project upgrading 116,000 water meters, along with deployment of a fixed-network AMI system. The effort will provide more than \$177 million in financial benefits to the City over the contract term.

VILLAGE OF ROCK ISLAND, IL

Business development leader for this \$14.8 million performance contract that included improvements to the City's wastewater, water metering, facilities, and street lighting infrastructure.

KNOX COUNTY, OH

Business development leader for a \$1.5 million performance contract focused on upgrading the County's 2,936 water meters and deploying an AMI system. A Phase 2 project

included leak detection to help drive additional savings. The new meters and billing process, coupled with a reduction in operational costs, will deliver more than \$700,000 in savings and recovered revenue.

CITY OF WYLIE, TX

Business development leader for a \$7.3 million project upgrading 13,350 water meters, along with deployment of a fixed-network AMI system and launch of a customer engagement portal.

CITY OF DUMAS, TX

Business development leader for a \$4.3 million project upgrading 5,800 water meters, along with deployment of a fixed-network AMI system. Audrey also provided oversight of the integration between the AMI system, new customer portal and billing systems.

ROLE

Project Development

EDUCATION

Juris Doctorate, Land Use and Environmental Law, University of Missouri-Kansas City School of Law

BLA, Computer Communications, University of Missouri-Kansas City

REGISTRATIONS

Juris Doctorate

CHAD KING, PHD

SUSTAINABILITY DEVELOPMENT LEADER

Dr. King brings more than 20 years of experience in sustainability and resiliency leadership, planning, implementation and reporting. He applies skills in strategic planning and stakeholder engagement with deep decarbonization knowledge to develop integrated solutions that lead to action. Chad's experience in creative stakeholder engagement in planning and decision making has led to measurable results. His analytical approach provides insights for enhancing data management strategies, developing GHG inventories, net zero master planning, decarbonization and electrification strategies. He has served in advisory roles on Mayoral committees to advance sustainability and transportation planning efforts for the City of Denver.

GHG INVENTORY, EV FLEET CONVERSION AND BUILDING ENERGY AUDITS, MARQUETTE COUNTY, MI

Project lead audits surrounding the County's GHG inventory, EV fleet conversion and building energy audits.

UNIVERSITY OF DENVER SUSTAINABILITY MASTER PLAN, CO

Project lead organizing and leading the development of guiding principles, key strategies, KPIs, and organizational goals for this master plan. Chad also led deep stakeholder engagement, and drafted the summary report and presentations to key decision-makers.

UNIVERSITY OF MICHIGAN

Contributor providing recommendations to improve overall energy performance, reduce the life-cycle costs of

operation and reach carbon neutrality goals associated with this project. We found gaps between their goals and building operations. We provided recommendations on how to address the gaps through a progressive approach in their timeframe.

OHIO DOMINICAN UNIVERSITY CAMPUS GHG AUDIT, COLUMBUS, OH

Project lead heading up the data collection, organization and evaluation efforts for this multi-year GHG audit. Chad wrote the accompanying report and presented to key stakeholders.

CITY OF EDMONTON RESILIENCY PLAN, OK

Contributor to the resiliency plan for the City of Edmonton, which is providing a GHG audit and a public facing dashboard.

ROLE

Project Development

EDUCATION

PhD, Environmental Science, University of Arizona

MS, Environmental Science, University of Arizona

BA, Biology, Eastern Mennonite University

SARAH PARIS

PROJECT DELIVERY CONSULTANT

Sarah is responsible for project installation, manpower planning, construction management, subcontractor negotiation, and supervision, engineering and implementation of performance contracting, owner direct and new construction projects. This includes cost accounting, A.I.A. billing, design approval, as-built preparation and owner training.

CITY OF MARQUETTE, MI

Project delivery consultant for a major \$28 million smart city effort involving city-wide security and IT upgrades, an energy management system, LED lighting and street lighting retrofits, new traffic signals and controls, new water meters and an AMI system, a cogen plant at the wastewater treatment plant, and various building improvements. The program will save the City \$42 million and also created 37 full-time jobs in the city.

REPUBLIC-MICHIGAMME SCHOOLS, MI

Project delivery consultant responsible for implementing more than \$3.5 million worth of new systems and equipment to update and modernize the schools.

EATON COUNTY, MI

Project delivery consultant for this \$881,000 project for 10 buildings with more than 260,000 square feet. Included lighting, controls/scheduling, remote terminal unit replacement,

boiler replacement, chiller replacement and water conservation. The project will result in savings of more than \$1.5 million over 10 years and avoid 4,986 tons of CO2 emissions.

CITY OF PORT HURON, MI

Project delivery consultant on a \$3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We put together a program that replaced 7,500 meters of various sizes, and installed 12,000 AMI radios as well as the fixed infrastructure to receive reads automatically on a daily basis.

NORTHERN MICHIGAN UNIVERSITY

Project delivery consultant for this \$16.9 million effort that involved a central utility plant addition. The plant included one 42,000 pph biomass fueled boiler, one 750 kW back-pressure steam turbine generator, and a new building to house the equipment and fuel storage.

ROLE

Implementation

EDUCATION

BS, Construction Management, Northern Michigan University

AAS, Climate Control, Northern Michigan University

SCOTT SUMMERS

QUALITY ASSURANCE

Scott will serve as a quality assurance professional, ensuring the improvements are installed successfully. He is a results-oriented professional with extensive experience in operations, finance, administration, and project management. Scott's major strengths include the ability to identify problems as well as create and implement solutions. He has a proven ability to manage across all levels of organization in a cost-conscious environment. Scott is also a team player committed to operational excellence and customer satisfaction.

CITY OF TOLEDO, OH

Scott served as an implementation lead for a \$78 million project upgrading 116,000 water meters, along with deployment of a fixed-network AMI system. The effort will provide more than \$177 million in financial benefits to the City over the contract term.

VILLAGE OF LINDENHURST, NY

Johnson Controls implemented streetlighting, interior LED lighting upgrades and HVAC controls, allowing the Village to save \$375,000 annually. The project involved upgrading 2,000 streetlights and lighting in public buildings with energy efficient LED lighting systems. Replace sports lighting at three ball fields in Village with LED fixtures and wireless controls. Installed new decorative light poles with fixtures at Village Marina. Improvements were also made at community center, village hall, public works department and all fire department facilities.

CITY OF BINGHAMTON, NY

Johnson Controls implemented a \$4.3 million project retrofitting 6,500 streetlights to LEDs. As part of the effort, we completed a review of all municipal lighting, which included GPS mapping of all streetlights, an analysis to determine energy savings and a review of LED replacement designs, including new fixtures and retrofit options.

TIOGA COUNTY NY

Johnson Controls led a \$2 million project involving lighting retrofits, building envelope improvements, energy management system upgrades, pipe and valve insulation, variable speed drives on hot water pumps, variable speed drives on chilled water pumps, roof replacements, steam trap replacements, and temperature setbacks on building controls. The project is delivering more than \$75,000 in annual savings to the County for 15 years.

ROLE

Implementation

EDUCATION

MBA, Finance, Graduate
School of Business
Administration,
Adelphi University

BS, Business
Administration,
State University
College of New York

AMBER BUHL, PE, CMVP

SENIOR CUSTOMER PERFORMANCE SPECIALIST

Amber establishes M&V programs to monitor and manage energy consumption, utility supply, and facilities operations and maintenance programs to ensure that savings are consistent with performance contract contractual obligations and client goals. She brings 14 years of experience and has managed engineering teams, performed more than 50 on-site investigations to identify and quantify energy and demand savings opportunities, facilitated workshops and training for facility operators and engineers, scoped, and written plans and installed measurement and M&V equipment.

CITY OF MARQUETTE, MI

Performance specialist for a \$28 million effort involving city-wide security and IT upgrades, an energy management system, LED lighting and street lighting retrofits, new water meters and an AMI system, a cogen plant, and various building improvements. The program will save the City \$42 million and create 37 full-time jobs in the city.

HENRY FORD COLLEGE INTEGRATED ENERGY MASTER PLAN, DETROIT, MI

Performance specialist for an Integrated Energy Master Plan (IEMP), which serves as the cornerstone of the campus transformation. HFC will reach its net zero goals while providing students with an unprecedented classroom experience in its new Energy Learning Center, supporting career pathways, and fostering future innovators to create a more sustainable future. The IEMP sets the

stage for breakthrough results well ahead of HFC's target date of 2040.

CITY OF LANSING

Performance specialist for his \$17 million project that involved several City buildings. The upgrades we installed include lighting retrofits, building managements systems, boiler replacements, RTU replacements, mechanical upgrades, building envelope improvements, network upgrades, roofing replacements and security upgrades.

GERALD R. FORD LIBRARY, ANN ARBOR, MI

Performance specialist responsible for M&V, project tracking and performance for this \$1.6 million project for the 48,000-square-foot library. The effort included lighting, controls, boiler replacement and VFDs. The project will result in savings of more than \$874,000 over 18 years.

ROLE

Measurement
& Verification

EDUCATION

BS, Civil Engineering
with Environmental
Option, Michigan State
University

MS, Environmental
Engineering, Michigan
Technological University

REGISTRATIONS

Professional Engineer

Certified Measurement
& Verification
Professional

BRADFORD ESTADT

GENERAL MANAGER

Brad oversees our largest, most complex projects in the U.S., including projects in high security environments, projects with high levels of technical, financial and schedule complexity requirements. He has led project development, contract execution, and construction tasks while managing corporate and local resources to ensure project milestones are met.

UNIVERSITY OF NORTH DAKOTA

Project executive for the \$90 million steam plant project, which includes a new best-in-class steam plant. Brad was instrumental in leading the team, meeting deadlines for the development phase and throughout implementation. The focus of the project was to replace the aging plant and address \$20 million in deferred maintenance backlog. The effort was delivered using a Public-Private Partnership under a Design Build Finance and Maintain model. Johnson Controls is the developer, builder, and service provider for all facilities maintenance over the 40-year concession term.

UNIVERSITY OF AKRON

Project executive for a \$59 million infrastructure renewal program that features a new building automation system, mechanical equipment, building envelope improvements, pipe insulation, lighting upgrades, dormitory controls, demand response and energy monitoring. The

project will generate \$76 million in savings. Brad was responsible for supporting the development and construction teams by validating development deliverables and finalizing and executing the commercial subcontractors for the project.

Y-12 NATIONAL SECURITY COMPLEX

Project executive responsible for managing all aspects of this \$54 million federal ESPC project that encompassed three million square feet of high-security, office, lab, and manufacturing space. The Y-12 National Security Complex is part of the National Nuclear Security Administration and plays a vital role in Department of Energy nuclear security. It is a premier manufacturing facility that helps ensure a reliable nuclear weapons deterrent, retrieves and stores nuclear materials, and fuels the nation's naval reactors. This complex utility system-based performance contract was vital to Y-12 achieving their 10-year site plan. The effort ultimately delivered more than \$74.5 million in savings.

ROLE

Regional Leadership

EDUCATION

BS, Electronics
Engineering, DeVry
Institute

TODD PFAHL

SENIOR DEVELOPMENT MANAGER

Todd provides leadership in establishing the development team objectives and team efforts. He develops and engineers projects while providing engineering and financial support on large complex projects. Todd provides engineering solutions for clients, which support Johnson Controls' product and service offerings where available. He is responsible for establishing an ongoing partnership with clients, providing technical consultation on current systems, along with future energy and operating cost efficiencies.

CITY OF PORT HURON, MI

Senior development manager on a \$3.8 million energy savings project that touched nearly every city facility, including the water and wastewater plants as well as their streetlights. We put together a program that replaced 7,500 meters of various sizes, and installed 12,000 AMI radios as well as the fixed infrastructure to receive reads automatically on a daily basis.

Wyandotte Municipal Utility Services, MI

Senior development manager leading a \$10.8 million two-phase effort involving several municipal utility facilities. The scope included

electrostatic precipitation system modifications, steam traps, steam pipe insulation, lighting, temperature controls, VFDs, mechanical upgrades, vibration analysis, electric motors, compressed air system modifications and fire suppression system modifications.

Genesee County, MI

Senior development manager for this \$10.6 million project involving 15 buildings. The effort included lighting, controls upgrade and scheduling, VSDs, boiler and RTU replacements, solar PV, roof repair/replacement, IT infrastructure improvements and water conservation.

ROLE

Regional Leadership

EDUCATION

BS, Michigan State University

3. Project Management Overview

Provide information on the firm's approach to managing the development and implementation of energy performance contracting projects to ensure the project is completed within the schedule.

Municipal Facility Improvements

Johnson Controls is eager to continue building our working relationship to implement improvements that will address your current and future needs, and reduce your energy costs. Through our team approach, we will provide all of the benefits of a performance-based partnership to the City, including:

- Delivering results and meeting your goals with our cohesive and responsive team.
- Reducing costs by streamlining processes and maintaining a cohesive team.
- Enhancing the quality of programs and services.
- Minimizing your investment risk through guaranteed savings.
- Promoting local economic development opportunities, both directly and ancillary.

Our project management approach is based on more than a century of project management expertise, as well as 40 years of implementing 3,500 performance contracts, including hundreds in similar facilities. Our dedicated full-time project managers bring expertise in state and local codes and regulations because they are based in the area, and undergo regular training to bring you the latest industry practices. And because they are all in-house employees, we provide you with single source accountability and greater assurance that the project will be delivered successfully. Our approach to effectively managing a performance contract is straightforward and consists of:

- Understanding the specific needs of the City of Muskegon.
- Assembling a cohesive, highly skilled team to meet these needs.
- Conducting a thorough and accurate study.
- Designing equipment and system upgrades based on the audit and financial payback.



PROACTIVE COORDINATION MEANS SUCCESS

Our project managers focus on maintaining continuity and coordination with all team members, the City and subcontractors throughout the project to ensure the project is implemented successfully.

- Managing the project in accordance with our proven performance contract process.
- Coordinating and scheduling the project to minimize interruption to your operations.
- Ensuring the project meets all performance requirements and complies with all state and local regulations.
- Commissioning the project. Administering custom owner training and providing for a smooth transition into planned service for each system.
- Providing guarantee monitoring in accordance with our performance contract monitoring process.

Below we have outlined our key project management commitments to the City, the benefits of our using our proven, standardized practices, the structure of our project management team and key people involved, how we work seamlessly through all project phases, and the specific responsibilities of our construction manager.

Key Commitments

Committed to Proactive Communications

We recognize that the most successful projects are those where the client is actively engaged in the program. Joint planning, development and open communication are key to a successful partnership. We incorporate specific measures in our project management plan to maximize interaction between our team and your engineering and operating staff. They include:

- Conducting regular workshops and review meetings with your staff to gain input on your preferences and decisions on selecting the best equipment, as well as input on provisions for equipment access and removal for maintenance and design details for the selection of construction materials.
- Providing equipment installation references for your staff to contact and in some cases site visits to arrive at decisions about equipment type and manufacturers to be approved for your project.
- Participation in quality reviews of the project planning documents and the construction plans and specifications.

We will first develop a list of primary project participants with their contact information to expedite communication. We will also include a distribution list with all reports and documents, and a list of attendees with all meeting schedules. Deliverables to the City will be accompanied by a letter that outlines the information contained in the attachment, as well as any requested actions. Johnson Controls will also actively issue both written and electronic correspondence to the subcontractors to ensure the proper execution of their coordination items.

We will hold weekly meetings with the team and your personnel to review the schedule, provide an update of the status of all tasks, and develop work plans to mitigate any schedule changes. We will then issue any schedule updates to the proper personnel. One of the critical aspects of these meetings is reviewing any external interface points to ensure good coordination between subcontractors.

On a monthly basis, we will then conduct a detailed review of schedule performance. This review will be based on the work breakdown structure and variance analysis. We will implement corrective action for elements that exceed established current period or cumulative thresholds. In addition, we will prepare a summary of accomplishments and project issues. These meetings will be critical to ensure good coordination between all parties. Upon completion of the project, your personnel will have been vital members and participants on the project team, assuring their buy-in.



"[Johnson Controls] personnel interacted with City personnel well and established positive working relationships. During the construction of this project, Johnson Controls was always accessible and responsive to the City's needs, whether working with on-site personnel or upper management."

– Lamar Rutland, PE, Director, Engineering Department, City of Hattiesburg, MS



Committed to the Safest Work Environments

Maintaining and improving safety is a cornerstone of the way Johnson Controls operates, and our commitment to the safety and health of our clients, contractors and employees ranks equally with performing quality service. Johnson Controls promotes and maintains continual safety awareness through all phases of work from planning to execution, with emphasis on hazard recognition and safe work practices. As such, each employee has the authority and obligation to stop unsafe activities and take corrective action when needed. This focus on safety is instilled through our safety training orientation, which includes:

- Facility safety rules and compliance requirements.
- Personal protective equipment required for the job.
- Procedures for reporting unsafe acts or conditions.
- Major hazards likely encountered on the job.
- Emergency evacuation and take shelter procedures.
- Procedures for reporting injuries and obtaining first aid.

To ensure all work for the City is performed safely, we will customize our Safety Training Program for the unique situations of your project. Our program focuses on identifying hazards specific to the work being performed by Johnson Controls and the safe work practices necessary to eliminate or control the hazardous conditions identified.

To provide a consistent safety program across our company we use a “toolbox” approach to provide the ongoing, job-specific safety messages to employees and contractors in an informal setting such as a small group or one-on-one basis. The toolbox program includes a library of more than 150 topics developed internally to address the hazards specific to our employees’ work activities. Each topic is outlined in a conversational format that solicits participants to share their experiences. At the conclusion of each topic, questions are listed to promote further discussion among the participants, obtain feedback and test the effectiveness of the training.

Committed to the Highest Quality

As part of our corporate mission to continually exceed our clients’ expectations, Johnson Controls is committed to instituting a superior quality program through all phases. We are ISO 9001:2008 registered, and as such we receive independent audits of our management system to ensure that we remain compliant. Our Quality Assurance department maintains and improves our formal quality strategy, which supports our ongoing commitment to continuous improvement in all endeavors. This group also works with our

manufacturing plants to drive improvements in warranty and outgoing quality levels for our products.

To maintain a high standard of work quality on our performance contracting projects, we follow a formal quality assurance process. The procedures, incorporated into a published quality review manual, were developed from guidelines published by the Professional Engineers in Private Practice section of the National Society of Professional Engineers. Final reports, specifications or drawings cannot be reproduced until the proper reviews have been conducted and the quality of the report, drawing or specification meets acceptable standards. Quality control tasks are separately identified and monitored within the project accounting system.

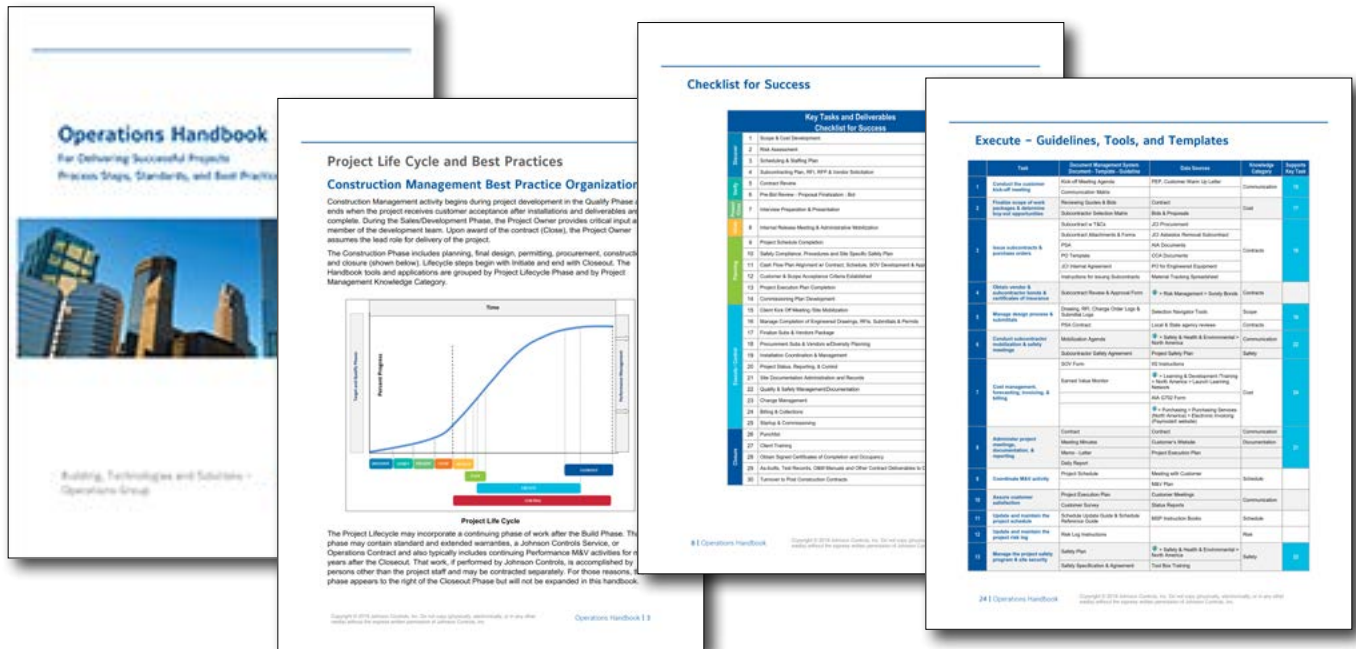
Specific to your project, we will perform inspections and tests of all items of work, including that of subcontractors, to ensure the quality of materials, workmanship and the functional performance of each project. We will establish periodic reviews with the City either weekly, bi-weekly or monthly. Our local subcontractors demonstrate this same commitment to quality by performing work in a “partnering” environment. The majority of our subcontractors have worked with us before and are fully aware of the requirements and are actively involved with this process.

Standard, Proven Processes Lead to Successful Projects

These key commitments and our entire project management process are detailed in our Construction Management Handbook, which is distributed to all project managers through a company-wide SharePoint site. This provides a timely means of sharing collective knowledge to project managers with the best practices developed by their colleagues throughout North America, ensuring consistently superior project performance. We developed, perfected and standardized these processes because construction management involves hundreds of tasks performed throughout the project lifecycle. While some tasks and deliverables are one-time events, most occur as a project “continuum” as the project progresses. Our Construction Management Handbook is a key part of how we drive excellence throughout the organization to ensure each of these tasks is completed successfully. The Handbook serves as a roadmap for our project managers so they can effectively manage projects of all sizes. It breaks down a project’s lifecycle into specific phases, and then outlines the tasks the project manager needs to complete. The compilation of standard processes, checklists and tools sets standards for professional delivery of projects using a consistent format. The Checklist for Success, for example,



lists the most important tasks and deliverables required to successfully manage a Johnson Controls project. The Checklist is used as a planning, tracking and documentation tool for the project manager and Johnson Controls' management to assure the project's compliance to our quality standards. Shown below are excerpts from the Handbook.



To ensure your project is delivered successfully we will use our Construction Management Handbook, which is a formal set of guidelines, processes and tools. With each our project managers implementing projects according to proven best practices, you can rest assured that your project will be completed as you envision.

Project Management Team Structure and Key Personnel

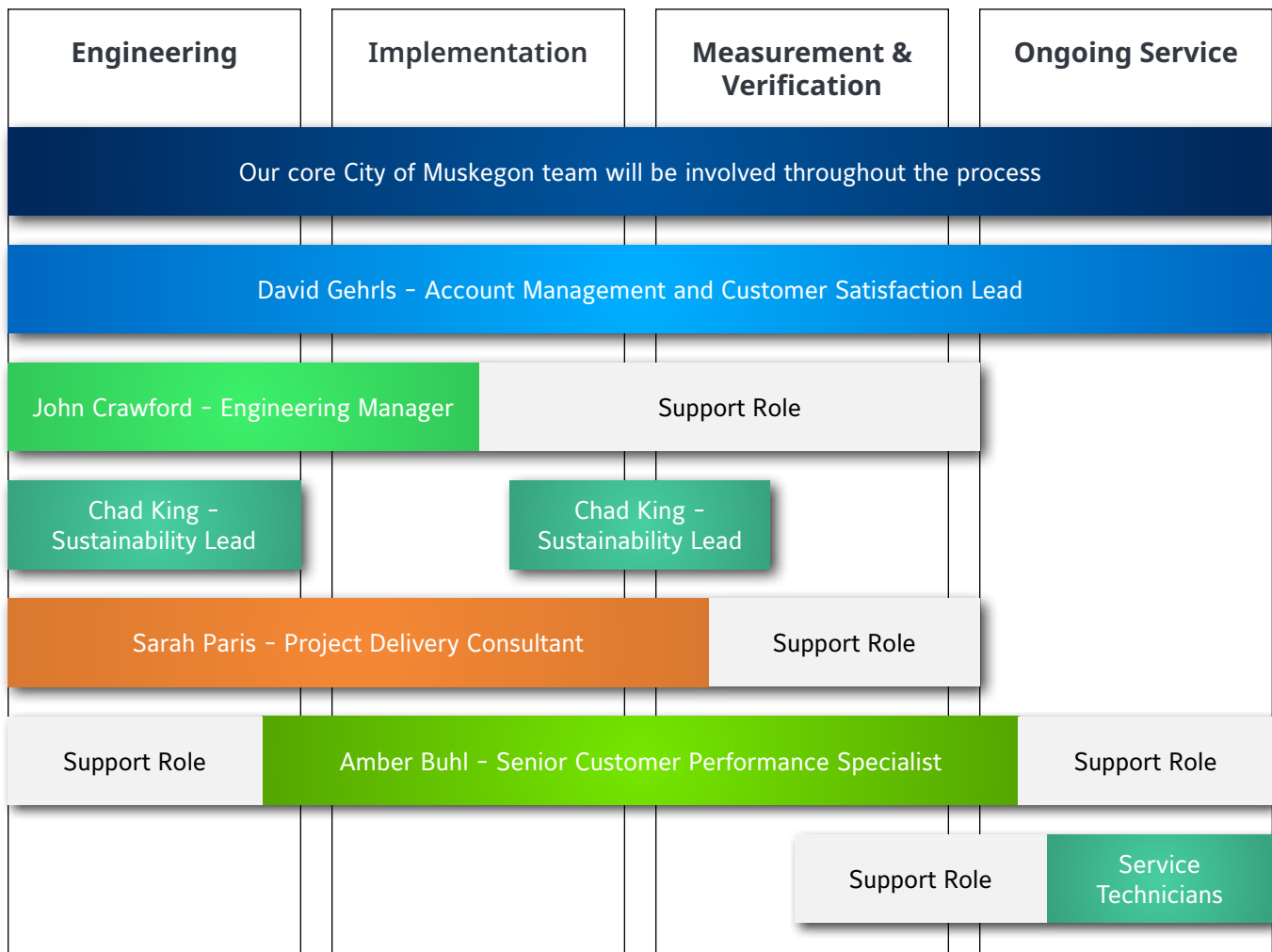
Using the Construction Management Handbook as the foundation, we have outlined below a project-specific implementation plan. Sarah Paris, your project manager, will be intimately involved in the development of the projects and will be your single point of contact through design, procurement and installation, until completion of the entire program. She will also plan and control the overall schedule and quality; coordinate and communicate with the site construction superintendents; and oversee other project elements such as documentation requirements, safety training and security requirements. The direct responsibilities of our Project Management team include:

- Planning, organizing and controlling our implementation team to ensure successful fulfillment of the project objectives.
- Providing an on-site presence for supervision of subcontractors and coordination with City staff.
- Ensuring all contractual obligations are executed according to applicable policies and procedures.
- Reviewing and approving all actions relating to changes.
- Ensuring all deliverables are provided on schedule with a high level of client satisfaction.
- Ensuring that formal specification changes are reviewed and incorporated into the appropriate documents.
- Ensuring overall project quality according to the quality plan.
- Advising area management of any potential deviations from explicit or implicit contract performance requirements.
- Conducting regularly scheduled job progress meetings for all participants to maintain effective working level interfaces, review project status and direct appropriate actions.

To ensure your project is delivered successfully we will use our Construction Management Handbook, which is a formal set of guidelines, processes and tools. With all of our project managers implementing projects according to proven best practices, you can rest assured that your project will be completed as you envision.

Seamless Transitions Between Project Phases

We make a point to implement into our process smooth transitions from one phase to the next, as shown in the graphic below. We involve our personnel and outside team members early to promote continuity, communication and coordination so nothing is missed. The project manager, for instance, will be involved early in the development process to help with the initial design and pricing, and to become acquainted with City needs and facilities. This will ensure the project development work is completed with a seamless transition between the development team and the project management team. We have developed and perfected this process on more than 3,500 performance contracts, so you be assured that with Johnson Controls your project will be implemented as you envision .



Key Responsibilities of Our Project Manager

Sarah Paris, the project manager, will be responsible for managing the entire project team. She will assign responsibilities, define expectations, measure performance, report on progress, and support the entire team's ability to achieve the goals in the construction plan. Sarah also serves as the primary client liaison throughout the entire implementation process. In this capacity, she coordinates weekly construction team meetings with the City to ensure open lines of communication and expedient problem resolution. Sarah will also conduct daily project status meetings with project foremen to discuss issues and maintain updated progress reports. Finally, she will ensure that all work is performed safely and in accordance with the design and contract documents.

Our project management plan is customized to each effort's size, complexity and unique challenges. It directly supports your goals by providing you with an experienced team with specific local government experience. Sarah will coordinate the implementation phase from our office in Grand Rapids, with additional support from our other Michigan offices as required. These offices will serve as centers for the management, communications, planning, design review, field engineering, and technical support, as well as the center of coordination for the installation of the ECMs. The key aspects of our project management plan are highlighted below.



Developing a Detailed Plan and Schedule

Sarah will create a specific, detailed plan for the implementation of the project. We plan and schedule each task according to the critical path methodology and execute each phase in line with the designated critical path schedule. Individual aspects are labeled with several key points, including the retrofit category, critical preceding tasks and linking tasks, construction milestones and necessary deadlines, management skills and tools required, follow-up responsibilities, special instructions, and changes from the original specifications.

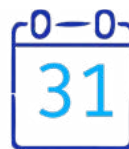
Our ability to forecast various cost, labor and material aspects accurately will also benefit the City by eliminating wasted labor hours, minimizing material and labor costs, and streamlining implementation. An essential aspect of this is determining, correctly and precisely, the amount of specific labor type, man-hours and skill sets required to complete a task within a period of time. Because so many tasks are dependent upon the completion of a previous task, we use a detailed and accurate manpower loading system to ensure a timely installation. We have tremendous local government experience in forecasting PC projects and have developed large databases that will facilitate Sarah in all facets

of construction forecasting and planning. For greater detail, see our preliminary project schedule in the appendix.



Coordinating Effectively with Your Daily Operations

We understand that minimizing disruptions is a priority. Sarah, our construction managers and even our development engineers will coordinate the schedules with your staff to limit any disruptions, scheduling deliveries and installation times after hours or other low occupancy times. You may also have other capital or renovation projects taking place during the construction phase, possibly affecting the scope of this effort. It is common for these projects to be integrated with the performance contract scope. Sarah can work with you to outline a strategy to further coordinate schedules and streamline project management.



Delivering Equipment on Time

Ensuring equipment is available and delivered on time is critical to meet your schedule and ensure the guaranteed savings begin on time. Because we hold the risk for the guarantee, Johnson Controls has developed a process for purchasing, delivering

and managing equipment. This process includes establishing responsibilities to assure adequate review, approval, timely delivery and proper storage of submittal materials. We are a world-renowned innovator in new methods of inventory and materials management, and offer unique benefits. With billions of dollars of product manufactured annually, Johnson Controls is viewed as one of the highest quality suppliers of products and on-time delivery services. And as the largest ESCO, we have the strongest buying power in the industry, providing you with very competitive prices. In all instances, a log of all submittals and a complete set of files for the submittals will be maintained in the project files.



Seamlessly Integrating Subcontractors

Effectively working with subcontractors and suppliers will be critical to meet the schedule and make sure equipment is delivered and installed on time, and we bring a proven process that seamlessly integrates local contractors into our team so you

have a single point of contact throughout the entire project and there is no finger pointing. We are directly responsible for all work our subcontractors perform. As such, selecting the right firm is key. We will work with the City to partner with your preferred contractors who bring experience

in your buildings, other local firms to help grow the local economy and diverse firms to help meet your participation goals.

Our project management plan is customized to each effort's size, complexity and unique challenges.



Proactively Identifying and Resolving Problems

Sarah is also an expert in delivering quality construction projects with many years of experience. Even though one of her main responsibilities is to avoid problem situations altogether, problems sometimes do arise. In implementing more than 3,500 similar projects, we have developed and perfected the tools and processes necessary to identify and resolve issues or concerns before they escalate into major problems that threaten the schedule. To control work scope, costs and schedules, our Cost and Schedule Management System creates a feedback and control mechanism. We place an emphasis on developing a detailed scope, schedule, budget and technical performance plan. We closely monitor performance and compare it to the plan. Where performance and plan deviate, we highlight and analyze variances for appropriate management action. We also have local, regional and corporate subject matter experts in a variety of fields that can be brought on as needed. These time-tested procedures and methodologies, codified in our Construction Management Handbook, will make the entire project seamless to the City and staff.



Commissioning Equipment to Ensure Successful Completion

Commissioning provides a defined process for lowering energy costs, reducing O&M costs, ensuring functionality and reducing life cycle costs, resulting in higher reliability. Our commissioning approach extends through all phases of the project, from concepts developed during the initial proposal to post-construction operation, with checks at each stage to ensure that proper procedures have been followed. This allows us to effectively verify and document the performance of all building systems. Because energy and operational project benefits are funding vehicles for the capital improvements under performance contracts, commissioning works in conjunction with the measurement and verification of savings. It also ties into the training of building operators and facility maintenance personnel so they can continue to operate the building systems as they are intended.

Water Metering

Team Members Identification

Every vehicle and team member will display the Johnson Controls Meter Team identification so residents will recognize us when we are working on their meter, as well as when they see our vehicles. All managers wear blue shirts and the workers wear bright orange vests. Distinguishing between different classifications of workers allows the City to know with whom to make requests. If the utility personnel have any need, they can speak to any of the blue shirt team members.

Meter Change-Outs

We will detail our meter change out process during preconstruction meetings. Topics range from what types of materials your utility department wants us to use to the exact process we follow for shutting the water off and on. The subject matter is too lengthy for this document; however, there are a few worth mentioning:



Johnson Controls team members and trucks are readily identifiable. Our team members wear distinctive uniforms and carry photo IDs at all times on the project.

TRAINING

The installers are trained to properly change the meter and AMI device that the City selected. Each installer will know the importance of handling the meter and AMI device with care and will attend daily meetings to discuss issues raised by the utility.

SUPERVISION

A foreman will supervise each set of five small-meter installers. The foreman travels between each of the installers, ensuring that they are performing their work as trained and that they are not having any abnormally difficult meters. A superintendent oversees the foremen, monitors performance, adheres to the schedule, and ensures that crews have all necessary materials.

RESPONDING TO PROBLEMS

When installing between 100 and 200 meters each day, a small percentage of those installs will require a revisit. Therefore, a 24-hour city response person (CRP) is made available. The CRP's primary job is to respond to any call that may come into the utility department regarding meter installation. They carry an on-call phone that is available to anyone affected by the project.

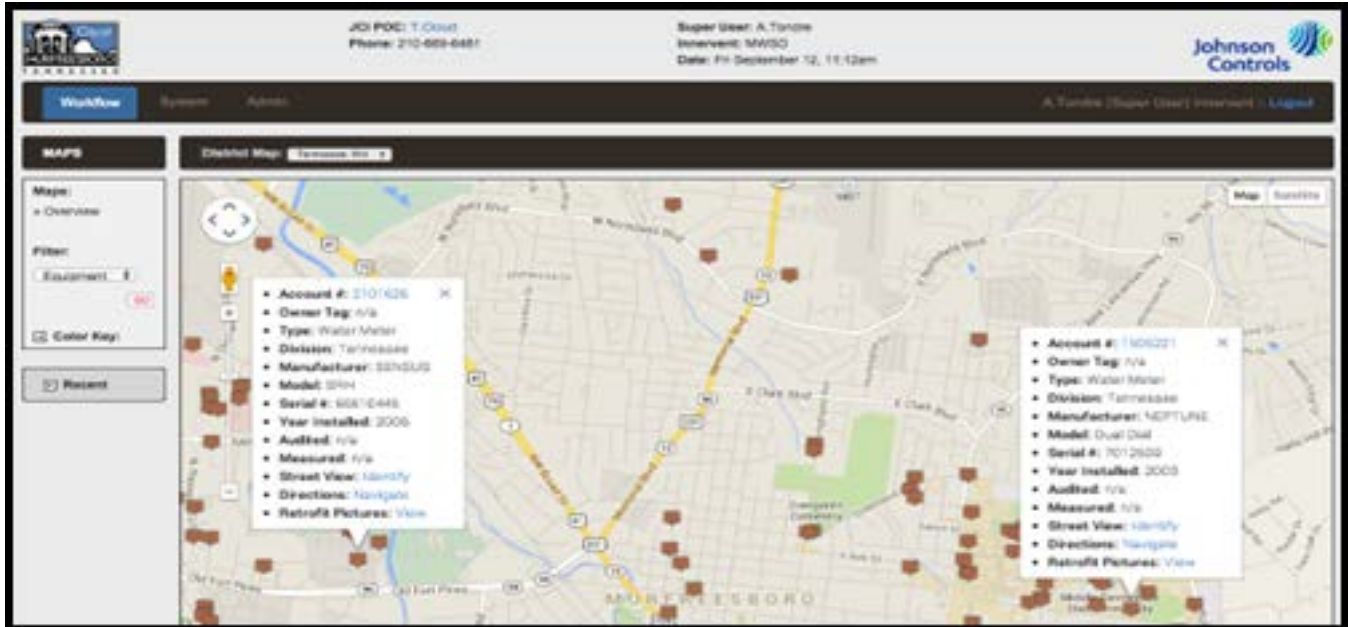
OLD METER OWNERSHIP

Following the installation of the new meters, the City will retain full ownership of the old meters. Due to their high brass content, they often have significant scrap value to help offset the project cost.

JCI Connect

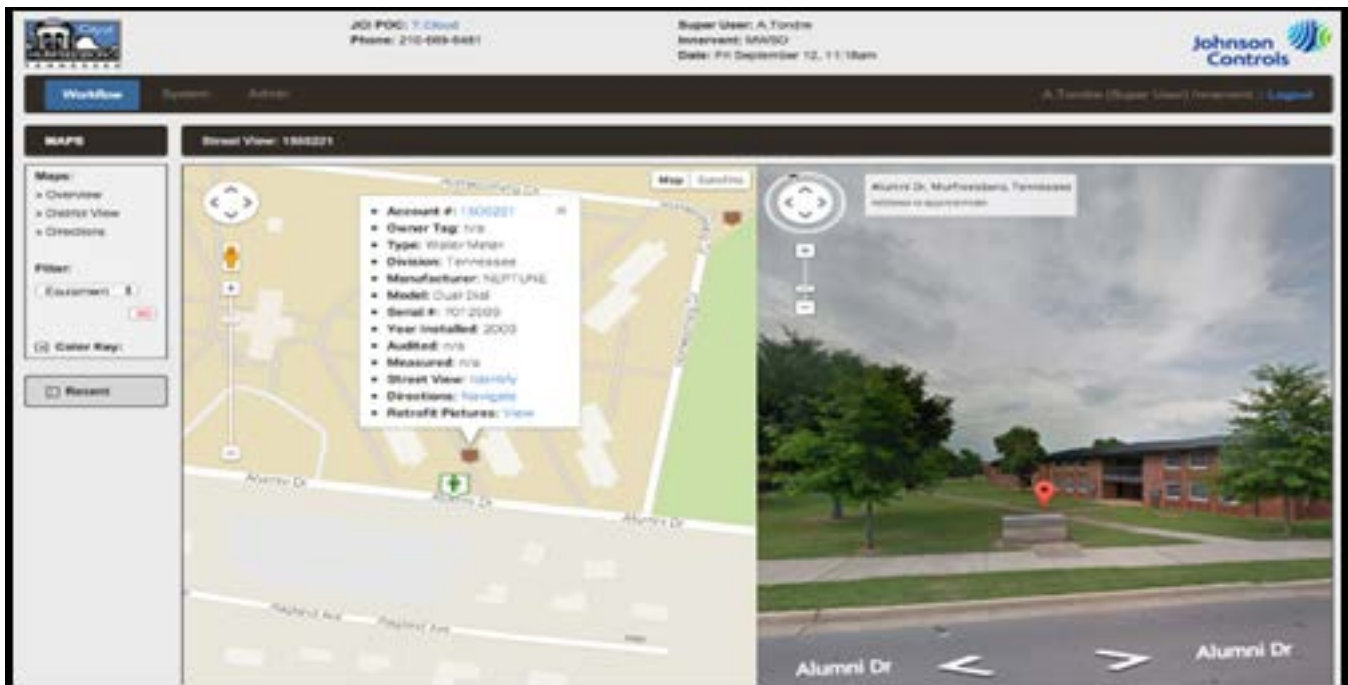
We can also use our innovative JCI Connect tool to increase production activity and deliver extraordinary customer service. JCI Connect is a web-based program allowing for daily communication for subcontractors and the City to keep everyone up to date on the project's progress in real time. Some of the capabilities of the program are illustrated with the following sample screenshots. With Johnson Controls, Project Manager Sarah Paris leads this critical aspect of the project, and you will always know exactly where the project stands. Most other firms need to rely on subcontractors for data interfaces, reporting, quality controls and other key tasks.

Mapping Functionality – Closer View



The map above demonstrates a large meter inventory. Click any icon to view a list of details and links to different aspects. The account number link shows the full details page. The identify link shows the street view. The navigate link gives directions to the item's location. The retrofit pictures link allows you to upload and download images for each piece of equipment.

Identify Link



Convenient street map views are available and provide you with all of the same interactive icons. This allows for proper planning and reduces the amount of time an installer uses to find the meter. Upon completion, the installer can upload pictures of the meter pre- and post-retrofit directly from an iPad.

Quality Control Inspection

To ensure all installations are performed according to plan, we will take both before and after pictures of the installation, as well as a close up of the reading on the old meter. As the new meter is being installed, the JCI Connect installation module will collect and transmit the data, in real time, to a dedicated server where it will undergo a series of quality control checks. These quality control checks include verification of the following:

- The final read on the old meter is in line with the previous billing read.
- All newly installed meter and radio identification numbers are correct.
- The new meter size matches the inventory.
- The scope of work is followed on every account through visual inspection of the photographic evidence.

Any data that does not pass the quality control check will be flagged and the installer will be required to recheck the data before the installation can be finalized.

Data Handling

After the data has been quality controlled, we input it into your billing system as smoothly as possible. Prior to the project, we will work with your billing system provider to establish a batch update routine that will update the billing system with the change-out information, eliminating the need to manually enter the information.



BRINGING AN UNBIASED PERSPECTIVE TO THE CITY OF MUSKEGON

Johnson Controls brings first-hand experience with every major manufacturer's systems and has delivered more than 150 AMI/AMR systems as part of \$500 million worth of water metering projects.

Commissioning the AMI System

Our project manager is responsible for AMI system commissioning. Each billing system book is commissioned as it is installed to ensure that all meters are reading correctly and transmitting their readings accurately. Our read rate guarantee ensures a 98% daily read rate with a 100% read rate over a 72-hour period. Even if a meter fails to send a reading due to a temporary obstruction of the AMI endpoint at the time, the historical consumption data will backfill on the next read and will not be lost. By the end of the project, the City will have an AMI system that is 100% tested.

Sign Off Procedure

As previously mentioned, commissioning of the books occurs as installations are completed. Once a route is commissioned, a representative from the City is asked to join the project manager to read these meters. Once the meters have been read to the satisfaction of the City representatives and the project manager, the route will be signed off and it will be available for billing.

Project Quality

The Johnson Controls project manager will have the following responsibilities with respect to quality control:

- Ensure all work is performed in compliance with contract requirements, construction industry standards, and code requirements.
- Ensure all work is performed in accordance with Johnson Controls' standards.
- Manage and coordinate quality control activities, tests, samples, and results.
- Ensure weekly project briefings are held to discuss quality.
- Ensure drawings are kept up to date with the proper revision and provided to the contractor.
- Inspect equipment to be installed and reject equipment if found to be noncompliant with specifications or damaged during transportation.
- Investigate and resolve warranty problems, and indicate the action taken on warranty reports.

4. Subconsultant Management

Describe how your firm will select and work with subcontractors. For subconsultants that appear on the organizational chart, provide resumes for key staff.

Selecting subcontractors for your project is conducted on a client- and project-specific basis to ensure we choose the best match for Muskegon and the finalized scope items. As such, we have not added any subcontractors to our team. Johnson Controls will work with the City to collaboratively select firms, taking into consideration the City's preferred contractors who bring a record of success with Muskegon, local firms to enable you to invest in the community, and diverse firms to help achieve your participation goals.

This approach gives us the flexibility to reach agreements that provide the greatest benefit to each specific client and site. And, recognizing that each client has a specific culture, we seek to find firms that will complement and align well with the client to ensure a strong working relationship.

Selection Process

Effective subcontractor management begins with screening through a competitive bid process, maximizing the use of local firms. We evaluate our partners for financial capability, technical excellence, past performance, personnel qualifications, ability to meet specifications and the realism of their cost. Our process, outlined on the right, also

includes reference checks, a financial status review and a site visit to a comparable project where appropriate.

We then work with you to select the partner that can provide the best value for the City in terms of quality, cost and responsiveness. We negotiate a contract with the terms and conditions that provide the best mechanism for managing services or materials while being fair to all parties. Our performance-based contracts with partners assure us of obtaining quality service. Our vendor management plans enable us to track and control costs and performance as closely as if we were doing the work ourselves. Most importantly, we retain full accountability for all work our subcontractors perform.

Our Commitment to Local Firms

Our local presence in cities around the world has allowed us to develop strong relationships with contractors who have a proven track record of delivering and meeting our expectations, and those of our clients. Our approach balances best value with local contractor considerations. We always seek to maximize the use of local firms, as well as participation from minority and women-owned businesses.



Johnson Controls' Commitment to Supplier Diversity: Diversity business development is the set of commercial and purchasing processes that incorporate diverse-owned businesses as elements of our product and service offerings. It is a strategic business imperative that supports our mission to exceed customers' increasing expectations. As such, goal attainment and progress is reviewed and communicated throughout the organization on a monthly basis. We understand that diversity business development is a team effort and requires the support of each Johnson Controls office, facility and account.

Execution/Accountability: Johnson Controls has a diversity business initiative that is directed by senior management and is integrated into our corporate strategy. A diverse business is defined as a company that is at least 51 percent owned, managed and controlled by one or more minority persons, or non-minority women, or a small business that conforms to guidelines established by the United States Small Business Administration, or a historically underutilized business based on local country definitions. We do business with more than 300 diverse suppliers, representing more than 30 product and service categories.

Our operations manager will make every effort to use our local employees, local contractors and local suppliers, to ensure the project is good for the community, as well as for the City. Johnson Controls will also make every effort to partner and subcontract with those firms that have served you well and in the past and have earned the right to be associated with the project. Most importantly, Johnson Controls retains full accountability for all work our subcontractors perform.



GAINING YOUR APPROVAL

The City reserves the right to approve all subcontractors. We will collaborate with you to select proven performers who meet your criteria.

Management Process

We manage subcontractors using the same tools we use to manage our own costs: defined scope of work, performance reviews, and budget review and analysis.

Defined Scope of Work/Costs

We negotiate fixed-price or time and material contracts with our subcontractors; depending on the structure of the prime contract, we may include performance-based incentives that are directly connected to contract fees. Our subcontracts include a definitive scope of work and specific contract deliverables as appropriate. These subcontracts also include "flow down" provisions from the prime contract. We incorporate our contract clauses for personnel conduct, security, dress codes, etc. into each of our subcontracts. We include a requirement within all of our subcontracts to establish an internal quality control program and agreement that allows us to conduct periodic inspections of subcontractor designated work areas.



"The ability to select from many different options presented by JCI helped us to continually maintain control of the scope and magnitude of the project while leveraging the energy efficiency and systems expertise they bring to the table."

– Steve Allen, President, Guernsey County, OH Commissioners

Performance Reviews

We establish a technical point of control for all vendors/service providers. Typically, a manager or a supervisor, this individual is charged with reviewing vendor performance to ensure that he or she has delivered timely service at the defined level of quality. The technical monitor also reviews the vendor invoices to ensure realism and accuracy. Whenever the technical monitor finds an anomaly, he or she ascertains whether the charges are justified. This control mechanism helps ensure the City is charged only for work done and that costs are fair and reasonable.

Budget Review

We build yearly budgets that cover all projected costs, including service provider costs. As part of our monthly budget review, our management team identifies any trends or instances of excessive cost and ensures subcontractor compliance to contract terms and conditions. The responsible manager is then tasked to review all costs in this budget area and develop justification or prepare a corrective action process. This control mechanism helps prevent cost creep that might go unnoticed at the individual item level.

Bill Analysis

The process for administering contracts is described above. Bill paying is done in accordance with our accounts payable process. After the technical manager for the subcontract signs off on the invoice to verify that it is accurate, the invoice is sent to accounts payable. Our system's processes are designed to identify and correct possible duplicate invoice payments. Commitments and costs are captured within Oracle, down to the lowest level of service activity. Checks are generated as invoices are verified. Johnson Controls issues checks to vendors on a predictable and pre-determined frequency.



Johnson Controls Updates City Hall Controls System

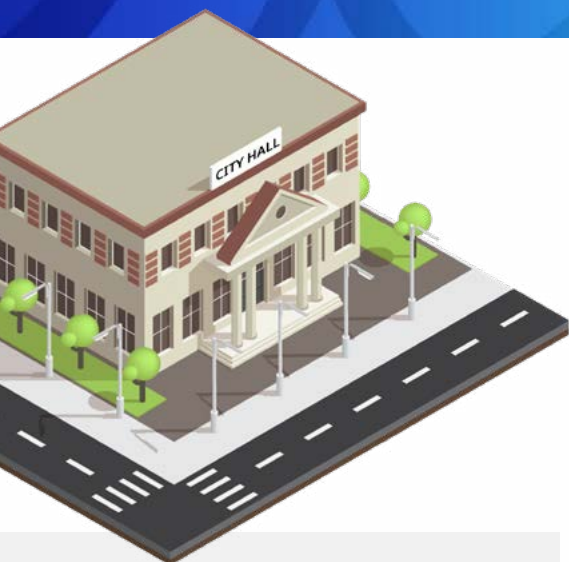
To improve facility operations and occupant comfort in the buildings without negatively impacting the historic integrity of the City Hall, the city called on Johnson Controls to install its Metasys® building management system.

"The building controls were in need of an upgrade, but we had to be careful of how we modernized the controls system. Because the City Hall is listed on the National Historic Register, its building controls must be hidden, so they do not interfere with the historical structure. Johnson Controls not only understood these special needs, they also helped us meet them within our budget constraints."

**- Venu Gupta, Facilities Manager,
City of Milwaukee**

Johnson Controls and the City of Milwaukee staff teamed in a five-year plan to implement the facility enhancements. The plan involved replacement of the 30-year old controls in City Hall and the other municipal buildings in the complex.

Our team worked with City staff in bi-weekly meetings to identify areas that need improvement, as well as initiate new projects. The improved control now helps keep the building occupants more comfortable and it frees the facility staff to focus on preventive maintenance and other more pressing needs.



Technical Approach

1. Process Overview

Provide an overview of the process your firm uses to develop and implement performance contracts.

"Our City was looking for a solution that would improve the working environment for citizens and staff, increase energy efficiency and minimize operating costs. In the end, we selected the company with the best overall program for our City which was Johnson Controls. his project displays this commitment by having a significant local economic impact, including job creation of 37 full-time local positions over a two-year period, with over 78,585 local labor hours at prevailing wage."

- L. Michael Angeli, City Manager, City of Marquette, MI

As we develop a performance contract, we work closely with the client to understand programmatic needs, goals and key outcomes. We use a workshop approach to collaboratively scope the project, learning from your experience as we determine which buildings and systems should be included. We use a systems approach to building analysis, to include all building components, deferred maintenance needs, asset replacement schedules, and more. In this way, we will ensure that the performance contract aligns with planning done to date, balancing ROI while meeting climate action outcomes such as improving efficiency, capturing lost/nonrevenue water, progressing towards net zero GHG emissions goals, and improving resilience all by leveraging the performance contracting funding approach.

Building Emissions by Department			
Department	Total Metric Tonnes of CO ₂ e	Buildings Emissions	
		Scope 1 (NG)	Scope 2 (Electricity)
Arena	2186.36	545	1633
Cemeteries	71.87		38.5
City Hall	718.73	199.2	519.4
Fire Department	704.1	152.9	393.7
Marina	214.36		204.7
McGraft Park	21.03		21
Parks Maintenance	365.38	79.2	193.3
Planning	105.84		98.7
Water Filtration Plant	3661.05	505.1	3142.8
Water & Sewer	539.36		297.6
Total	10336.75	1481.4	6542.7

We will begin our discussions focused on the buildings identified in the RFQ. Based on the GHG inventory we will evaluate additional buildings with the highest emissions to have the largest impact on energy cost and GHG. Johnson Controls has developed a comprehensive database of ECMs we have implemented for energy and carbon reduction, we describe some standard solutions in more detail below. You will find this list includes a majority of the actions identified in the Buildings & Facilities focus area in the Climate Action Plan v 1.1. Beginning on page 60 we provide an outline of the process we use to develop and implement performance contracts.

Scope Items for Consideration: City of Muskegon EPC Program

DPW Buildings/Grounds	Water Distribution
1. Lighting (Interior, Exterior, Intelligent) 2. High Efficiency HVAC Systems 3. Building Automation 4. Low GWP Refrigerant Conversion 5. Domestic Hot Water 6. Domestic Water Retrofits 7. Net Zero Advisor MIS (to support GHG/CAP) 8. Space Planning/Remodeling at DPW Main Facility 9. Solar (on new roof/or parking canopy) 10. Building envelope 11. Fire & Security Upgrades 12. Ice Arena Chiller Replacement 13. Other City Infrastructure (Phase 2?)	14. Meter Replacement 15. AMI Network (Fixed/Cellular/Hybrid) 16. Right Sizing / Right Typing 17. Remote Disconnect Valves 18. Leak Detection (Sensor Network or Satellite Based) 19. Customer Portal App 20. Lead Pipe Inspections or Remedy 21. Solar (Roof/Canopy/Ground Mount) 22. Battery Storage 23. Audit CIS and Database Scrub 24. Power Factor Correction 25. VFDs 26. "Smart Nodes" (sensing temp, pressure, dry pipe, freeze, etc. on distribution zones) 27. New Roof at Filtration Plant

DPW Buildings/Grounds

INTERIOR, EXTERIOR, PARKS, STREET LED LIGHTING & SMART LIGHTING CONTROLS

Driven by a room-by-room survey, Johnson Controls will identify scope on a fixture-by-fixture basis in each room of each facility, streetlights, traffic signals, parking, walkways, decorative lighting in a downtown area. This may include scopes such as T8 & T-12 linear fluorescent lamps and magnetic or electronic ballast being replaced with or retrofitted to new LED fixtures for interior spaces. In other locations, there may be high bay metal halide fixtures that can be replaced with new LED fixtures. Where needed (typically when changing layout) a photometric analysis will be completed to ensure proper light levels are achieved. In many cases, occupancy sensors make a lot of sense on the interior space modifications, depending on layout day light harvest may also make sense. Depending on the HVAC configuration we can tie these occupancy sensors into the HVAC control system to achieve dynamic scheduling for both lighting and HVAC.



In exterior facilities we have seen mercury vapor or high-pressure sodium lights that can be replaced with LED fixtures and



incorporate occupancy sensors to power down to a lower light output or off when no occupancy is detected. This same technology has been used in parking lot lights. Roadway lighting that may currently be High Pressure sodium can be retrofitted to LED and include technology to enable scheduling or motion to auto dim the lights. Traffic signals that are fully owned, with utilities paid for by the city may be good candidates for an intersection update to LED. In some cases, it has also proven to be a good time to update the controller at the intersections. This can allow for dynamic signal control based on traffic patterns, while renewing the life expectancy of the assets in each intersection.

HIGH EFFICIENCY HVAC SYSTEMS

In facilities with infrared heaters and gas fired unit heaters, such as the public works building, Johnson Controls evaluates the equipment based on age, maintenance history and overall condition. We identify if a replacement is needed or if there are other more suitable enhancements that can be made. Many times, with larger air handling units (AHUs) a condition assessment will identify specific replacement needs to bring the units back to their original design condition – such as replacing bearings, motors, dampers and actuators, while leaving much of the sheet metal to be cleaned, patched, and painted. This renewal approach fixes damaged and broken parts and reconditions the rest. This process has provided a more cost-effective solution than a full replacement of the units, especially where these are difficult to access. In other cases, a full replacement of the equipment may be well suited, such as more accessible roof top units where replacement provides higher efficiency air conditioning and upgrades to low GWP refrigerant. In

facilities that are served by boilers or furnaces, equipment can be replaced with a more efficient version that will increase the combustion efficiency, extend the life of the new asset and decrease maintenance. To address your climate goals, we will also evaluate electrification of heating.

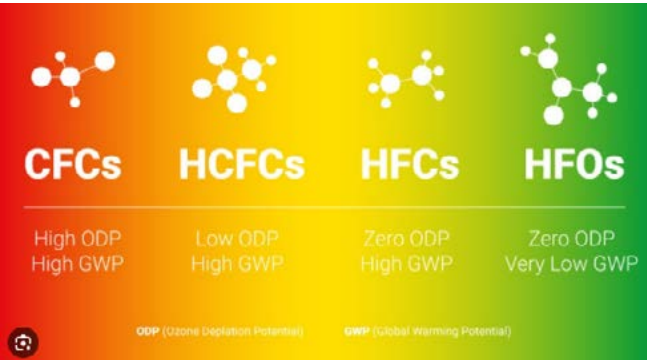
BUILDING AUTOMATION

We address a wide range of existing controls; some older versions may include old pneumatic controls that rely on compressed air to make the system work. In other scenarios they may have a simple stand-alone thermostat with no setback capability that controls a heater in a garage space. In other cases, we discover old digital controls that have not been fully utilized or commissioned in years. Whatever the current situation is, we will evaluate the systems currently installed in each facility. We identify what can be done to automate the system and increase the ability to schedule the times of use and temperatures around the building occupancy patterns. This may include implementing a direct digital control system (DDC) that links occupancy sensors into the HVAC and lighting systems, or a programmable thermostat with an integrated occupancy sensor may be applicable. In many projects, building automation systems deliver significant savings while significantly enhancing ease of operations. New and existing DDC can be enhanced through the use of OpenBlue Enterprise Manager (OBEM), our digital building automation platform. Organizations that deploy OpenBlue in their buildings experience significant energy and cost savings, get more out of their real estate, and report increased asset and shareholder value. A recent Forrester study showed that OBEM delivers up to 10% energy savings. Before deploying OpenBlue, customers lacked aggregate understanding of the performance of their facilities regarding energy efficiency. They could track their energy spend but could not get the detail or breadth of view necessary to understand how to decrease their energy waste, save on spend, and improve their environmental impact without hurting employee productivity across their portfolio of buildings. After deploying OpenBlue, the users described saving on energy costs by responding to issues in real

time and by implementing the best practices of certain facilities across their wider portfolio.

LOW GLOBAL WARMING POTENTIAL (GWP) REFRIGERANT CONVERSION

During the audit, we will evaluate the various refrigerants being used in the air conditioning and identify if any of the air conditioning systems are past their useful life. Typically older systems utilize high GWP refrigerants like R-22, and require a new system due the age and the phase in of systems utilizing more efficient refrigerants with a lower GWP, as illustrated in the image below. These new systems will



lower maintenance and operating costs while increasing occupant comfort in many cases due to the new equipment being more reliable. These upgrades address the phase out of high GWP refrigerants that will no longer be commercially available. The GWP of R-22 is 1,810 times that of CO2, meaning that any refrigerant leaks from old systems, while potentially small in volume, are high in impact. Therefore, moving to low GWP refrigerants reduces the GHG emission related to HVAC systems, while improving efficiency and operations.



DOMESTIC HOT WATER

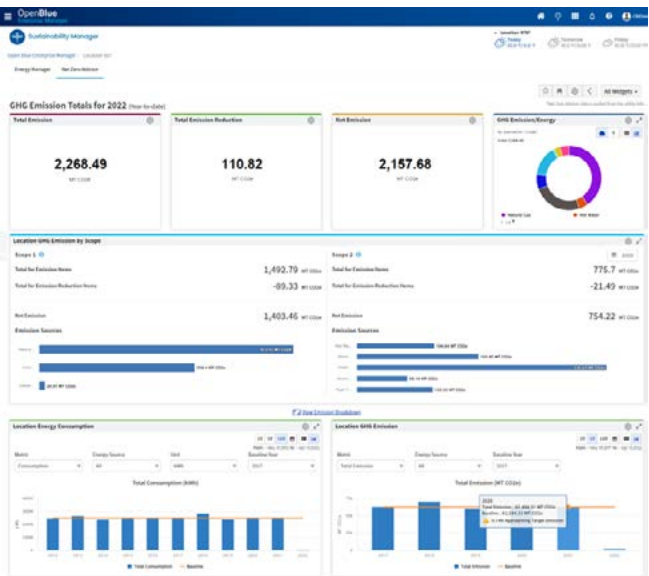
Domestic hot water heating systems will be evaluated for a higher efficiency solution, in many cases the older atmospheric burner tank style hot water heaters can be replace with a high efficiency condensing water heater or in some cases even an instantaneous hot water heater.

DOMESTIC WATER RETROFITS

Driven by a room-by-room survey, Johnson Controls will identify project scope fixture-by-fixture in each room of each facility. We provide efficiency recommendations for each toilet, sink, urinal, shower, and faucet in the facilities. In many cases the older flush valves and porcelain can be replaced with new low flow matching systems that will provide 30% savings. In many cases, faucet aerators can be replaced with a low flow aerator. For kitchen equipment, efficient spray nozzles can be installed in commercial kitchens. In areas with irrigation, a weather station controller can be installed to automatically adjust the amount of water used for irrigation based on the past, current and anticipated weather. This eliminates irrigating when it is precipitating, or if the soil is already moist.

NET ZERO ADVISOR (NZA)

OpenBlue Enterprise Manager - Net Zero Advisor is a cloud based digital tool designed to streamline energy and emissions tracking and reporting. NZA was specifically designed to support projects like this one. With minimal setup, and no hardware requirements on site, it ingests energy data directly from the utility monthly It converts energy consumption to carbon footprint metrics. This allows you to benchmark buildings with publicly available efficiency data, to set baselines for each building

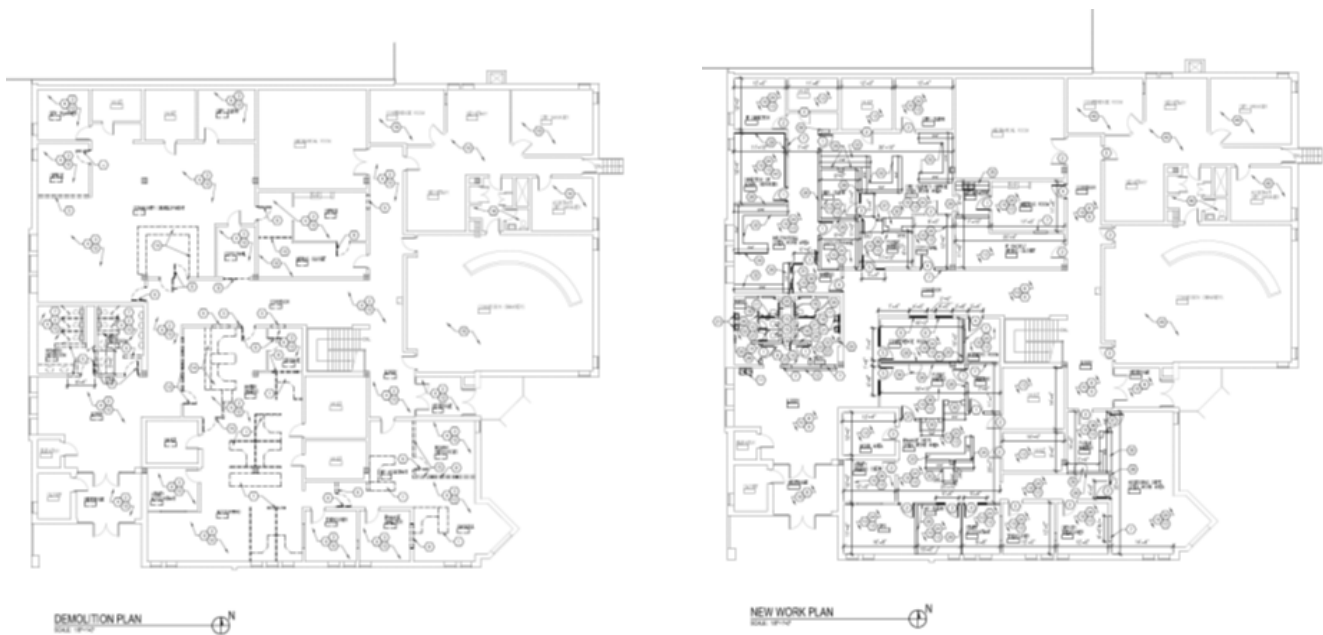


Net Zero Advisor Dashboard

or building type, and set goals for each building based on energy audit or basic efficiency data. This improves accuracy and auditability of reporting while reducing operational efforts. With continuous monitoring, you can see the impacts of projects and programs on energy efficiency and emissions reduction. Automated reporting simplifies updates to the GHG inventory, and a direct import and export feature for EnergyStar Portfolio Manager provides scores for each building while meeting reporting requirements recommended in the draft Climate Action Plan v1.1.

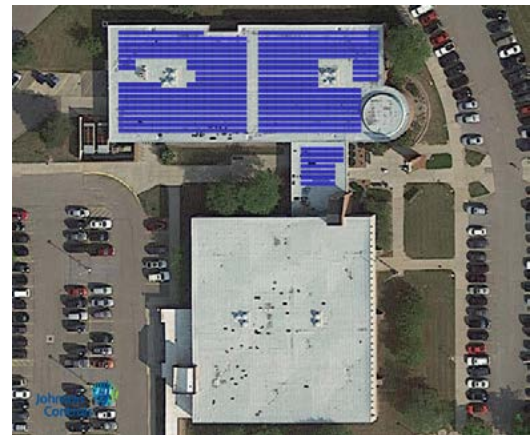
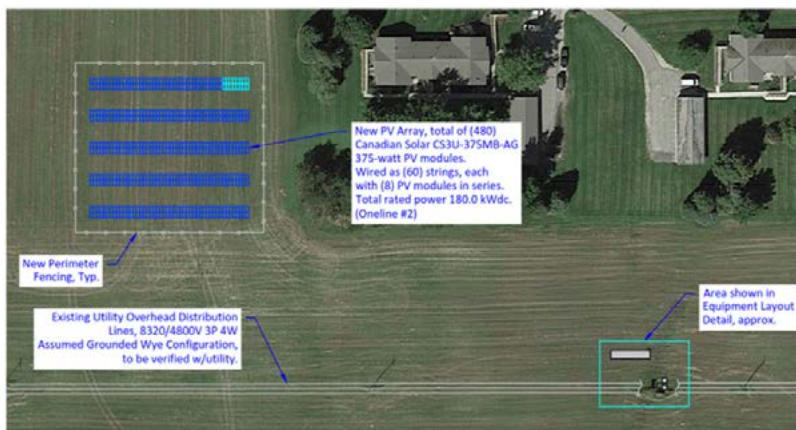
SPACE PLANNING/REMODELING AT DPW MAIN FACILITY

As operational needs change over time or building utilization patterns are modified, it may become necessary to move people or whole departments to optimize existing spaces. This may be as simple as employees moving to a new desk, or it may become more complicated if departments have outgrown their current spaces. In these cases, we have assisted other clients in a thorough review of department needs, identifying the limitations of existing spaces, and developing a suitable plan to renovate, remodel, or build new space as needed to accommodate operational goals and efficiencies. This process typically requires interviews with city staff, managers, supervisors and employees to holistically review space needs. From here workshops provide opportunities to review recommendations and determine the desired modifications to be included in the final scope.



SOLAR PV (ON NEW ROOF OR PARKING CANOPY)

Solar PV is a great way to reduce the amount of electricity you purchase from the utility company and reduce GHG emissions by utilizing this carbon free energy. Solar PV sizing is determined by several factors such as your total electrical consumption, daily and annual use patterns, the facility electrical configuration, age and structural integrity of roof, location and orientation of parking lot, or access to ground space. During solar PV planning we recommend a holistic approach to site evaluation, exploring the potential benefits of a system that integrates battery or Distributed Energy Storage (DES) on the site or EV charging stations in the parking lot under the solar PV canopy. We work with you to develop a detailed system scope for the final engineering, layout, and sizing. We also facilitate filing the interconnection application with the utility company for approval.



BUILDING ENVELOPE

The building envelope consists of roofs, walls, windows, doors, all of which impact building insulation values impacting energy use in the building for heating and cooling. These can be damaged, new products may improve performance, or they can simply reach the end of useful life. During our audit, we evaluate the various components for impact project improvements could have on efficiency.

Typically, weatherstripping on doors and windows fails and needs to be replaced. In other cases, the roof-wall intersection isn't sealed properly, allowing air to enter the facility, or the caulking on a pipe or electrical conduit penetration needs to be replaced. In other cases, aging windows are well past their useful life and need to be replaced to eliminate leaks and broken seals between windowpanes. Roofing also fails over time, with obvious leaks. Patching and repairs may work for a few years, but in time a full replacement is required.



Depending on the number and severity of the leaks prior to replacement, insulation may also need to be replaced, either in spots or entirety. Roof decking may also need to be replaced. All of this is considered when doing a roof replacement, our evaluation not only looks at replacing like for like, but we also determine potential benefits of adding insulation meet current code or go beyond to gain additional savings. During roof re-design, we also evaluate the drain and pitch to ensure proper drainage on a "flat roof".

FIRE & SECURITY UPGRADES

Technology changes quickly, and as a result, the fire and security systems may be outdated and need upgrades to stay current. As space changes over time there is often a need for additional fire suppression or detection, or there may be benefits from additional security cameras or access controls. Technology in cities has advanced to help law enforcement – through additional security cameras on the exterior of facility or strategically selected lighting poles. These measures can be tied into new technologies like gunshot detection to provide the city and law enforcement with a holistic solution for active emergency response. We work with your staff to identify needs and develop technological solutions.

ICE ARENA CHILLER REPLACEMENT

Ice rink chilled water systems can be costly to run, maintain and operate. Proper operations and maintenance are key to producing a safe skating environment. Without functional mechanical equipment, ice temperature

fluctuations can lead to soft ice, impacting skating conditions, or lack of humidity controls may cause fog on the ice affecting visibility. In extreme conditions, condensation may drip on the ice, causing bumps on the ice causing significant damage to skaters or the zamboni. We have worked with ice arenas and rink operators throughout the state to identify needs and develop solutions to overcome these challenges. Solutions we have installed range from modifications to the existing equipment and controls of equipment to full replacements of the dehumidification equipment and chillers with more efficient chillers, pumps, and air-handling equipment. During the audit, we work with staff and users to clarify issues and determine the most cost-effective solution to deliver the desired outcomes.

Water Distribution

METER REPLACEMENT

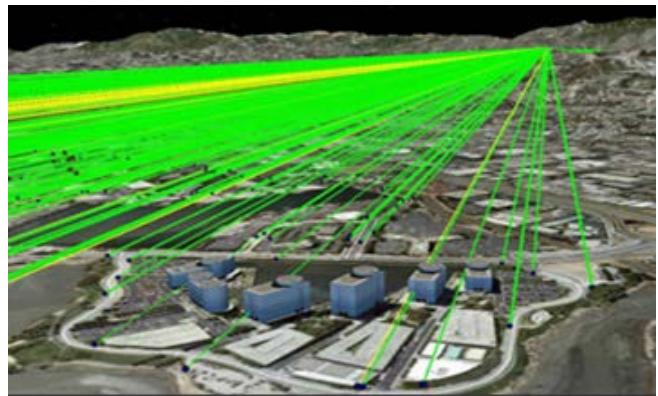
Johnson Controls proposes to deliver a complete meter replacement project – including all associated data integration - for all accounts in the city. We understand that an ongoing meter replacement program is underway using in-house resources. Our staff and expertise are at the disposal of the City to help decide if the meter technology currently being deployed meets all the present and future needs of the City. Centered around a half-day workshop, we will collaboratively evaluate product and solutions on the market to meet your needs both today and tomorrow, taking into consideration: accuracy over 20-year term of positive displacement vs. static metering; integration with network; features and capabilities; O&M; warranty; and cost.

AMI NETWORK

Johnson Controls will work with the City to identify an AMI system network that will meet the City's needs – both current and future. We will hold a workshop with the City to discuss the options that are currently on the market, the features of those systems, communication methods, available Smart City/IoT applications, and much more. Johnson Controls is vendor

OTHER CITY INFRASTRUCTURE

After this RFP, we would like to discuss the city buildings and infrastructure as a whole and identify any other sites that may benefit from this type of project and approach. A holistic approach to the city infrastructure can provide significant initial progress towards the climate action plan, providing an implementation plan to align building and infrastructure to your goals of net zero emissions. This comprehensive approach can identify phases of implementation for ongoing improvements required to reach this goal by 2040. Other facilities that we have helped cities with include - City Hall, Fire Stations, Arena, Convention Center, Water Filter Plant, 17 Lift Stations, AMI, Street lighting, Traffic Signals / Controllers, Parks Facility Lighting & Irrigation, Cemetery, Marina, etc...



neutral and has installed AMI systems from every major manufacturer during our 26-year career in this business. As such, we can provide you with the correct information and look at the options holistically to make a selection that will best fit the City's needs.

RIGHT SIZING/RIGHT TYPING

Did you know that it's entirely possible to have meters which meet AWWA new meter accuracy standards but still lose billable revenue for the City? Johnson Controls will take a deep-dive into your meter data and will physically survey larger commercial accounts in order to find meters which are of the incorrect design and type of meter given the customer being served.

REMOTE DISCONNECT VALVES

Remote disconnect technology can greatly reduce or even eliminate the number of truck rolls that are required for water shut-offs/turn-ons by allowing the City's customer service representative to disconnect water service with a few keystrokes at their computer. This capability reduces the amount of time spent in the field to perform the shut-off, increases safety of workers who may be confronted by an upset customer if they're on site, and provides an incentive for prompt payment for any customers who may be in arrears. This technology is also useful for "snowbirds" who may desire for their water service to be disconnected and/or in situations where a large customer-side leak is detected while they're away. Johnson Controls will present and discuss the current options for a remote meter disconnect technology.

DISTRIBUTION LEAK DETECTION

While leaks that occur on the customer's side of the meter are important, the leaks which occur in the distribution system are equally as important. Distribution system leaks which are allowed to continue not only result in higher water loss for the City resulting in increased production costs, they also lead to other infrastructure issues such as Inflow and Infiltration (I&I), sink holes underneath roads, or large catastrophic failures which can flood homes, businesses, and even entire areas. Johnson Controls will present and discuss the available technologies on the market today, including satellite imaging, allowing the City to make an informed decision on how best to target these leaks and further reduce non-revenue water.



CUSTOMER PORTAL

Customer portals allow for utility customers to view their own data, track their consumption, set alerts for themselves, and many other useful features which can reduce the workload of the City's customer service representatives. Some of our past customers have also used their customer portals to facilitate customer communication for non-water-related messaging such as community events, delayed trash pickup, and other messages due to a high adoption rate among customers and the speed of communication.

We will present and discuss prominent customer portals which are currently available on the market along with the detailed features of those portals. Additionally, Johnson Controls can help the City generate a custom marketing campaign for the customer portal to assure the highest possible adoption rate among customers.

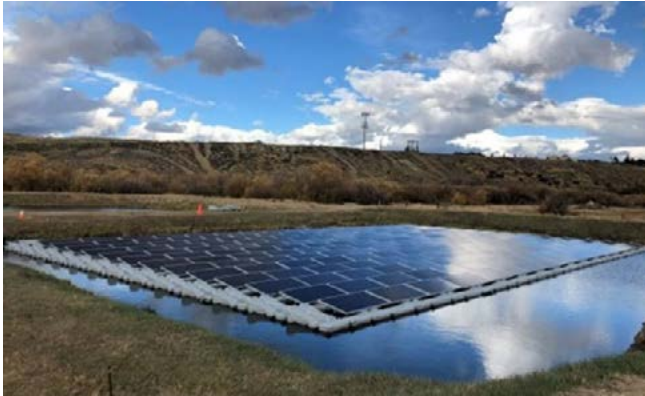


LEAD PIPE INSPECTIONS OR REMEDY

Lead and copper service lines have been all over the news in recent years and the US EPA has set a number of upcoming deadlines as it pertains to the remediation of lead in water distribution systems. Our installation teams have the capability to perform lead and copper surveys during our meter installation phase since Johnson Controls will already be on site at every water service in the City to perform the meter replacement and/or AMI system upgrade. This will allow the City to have a real, verified test for each service in the City that is not based on statistical samples and will allow any unknown services to be documented.

SOLAR (ROOF/CANOPY/GROUND MOUNT)

Water treatment plants are generally very good candidates for solar PV electric power generation, checking the boxes for: open space for ground mount arrays; behind the meter load; and a very favorable electric load factor. Johnson Controls is the first (and only known) ESCO to implement a floating array at a water treatment plant lagoon shown below for the Town of Walden in Colorado.



BATTERY STORAGE

In conjunction with a PV array, Distributed Energy Storage (DES) should be explored for the City of Muskegon. A DES solution would allow leveling of electrical loads, a hedge against future rate increases, enable advanced load management strategies such as Time-of-Use billing, and provide independence and resiliency. This evolution at water and wastewater treatment facilities to a microgrid approach is gaining acceptance nationwide. An interesting byproduct of this approach is that these plants are then very good candidates for community emergency shelters.

AUDIT CIS AND DATABASE SCRUB

As part of our standard process, Johnson Controls will perform a comprehensive analysis on the utility billing data. We will check for potential errors in rate code applications, meter multipliers, and other areas of the system which may currently result in the City underbilling their customers. We shall inform the City of any errors that are found along with suggested remedies which will be implemented during the installation phase of the project.

POWER FACTOR CORRECTION

Due to the nature of the electric loads at a treatment facility, a power factor penalty can be substantial. In addition, this adds additional electric current to switchgear, MCCs, and cabling in the form of reactive power. Johnson Controls will investigate to determine if fixed or switching capacitor banks are justified.

VARIABLE FREQUENCY DRIVES (VFDs)

Johnson Controls will investigate any applications for VFDs at the treatment plant or pumping stations.

"SMART NODES" ON DISTRIBUTION SYSTEM

Technology is available that allows municipal utilities better insights into system and zone performance. The Sensus ally® meter (see photo) not only offers 3-way disconnect/reconnect remote valving, but also has pressure, temperature and alarms (freeze and dry pipe).



NEW ROOF AT FILTRATION PLANT

Typically roofs have a warranty and expected life of around 25 to 30 years, as the roof approaches this age you may experience more leaks on a frequent basis. While minor repairs may extend the roof life, at some time, it needs to be replaced in whole. Similar to the new roof replacement at the DPW facility a few years ago, it sounds like this roof needs a replacement. While evaluating this roof for replacement, it will be evaluated for the condition of the insulation, if that needs to be replaced in select spots or in its entirety. The roof decking will also be assessed and replaced as needed. In this evaluation, we also inspect the amount of insulation, roof drainage and structural analysis to address code and efficiency goals, improve roof function, and assess the potential for rooftop solar PV.

Process Overview

The City can fully rely on Johnson Controls to develop and implement this project successfully because we have perfected a project approach on 3,500 projects over 40 years and bring dedicated project managers who manage the installation using proven practices. Our approach is broken down into 12 steps in four phases:





Objectives: Identify project objectives, target systems for improvement, and determine the potential overall benefit of implementing a performance contract.



Objectives: Determine the project parameters and funding sources, conduct in-depth assessments of the facilities, and create the proposal detailing the scope of the project.

1. INTERVIEWS WITH THE CITY

In an “ideation” workshop environment with key stakeholders, we ascertain:

- The City’s goals, key business drivers and challenges.
- Maintenance and operational procedures.
- Overall spending practices.

2. SITE SURVEY

- Investigate the budget and study utility bill history.
- Interview City staff.
- Conduct site visits to assess conditions and systems, as well as outline how the building is being used.
- Gather preliminary information and assess improvement possibilities and associated costs. Determine payback scenario and provide cash flow data to the City.

3. PRELIMINARY PROPOSAL

- The preliminary proposal details current energy use and spending, and summarizes proposed ECMs, project schedule plans, and projected cost and savings data.
- We determine during a stakeholder workshop how to best meet your financial and performance goals.
- Selection of facility improvement and energy efficiency measures for the Detailed Analysis and Design Phase.

1. DETERMINE FINAL SCOPE, PRICING AND FUNDING SOURCE

In workshop settings, we finalize the:

- Method of establishing project baselines.
- Measurement and verification approach.
- Operations and maintenance and service.
- Construction coordination.
- Financial strategy using all rebates and local, state and federal incentives.

2. DETAILED ENGINEERING AND ENERGY STUDY & REPORT

- Collect data through utility and facility surveys.
- Develop project baselines and conduct a technical and economic feasibility analysis.
- Develop ECMs in a shopping list format, perform a lifecycle cost analysis of each, and select final ECMs with the City. ECMs are refined to a stage of 100% concept and 30% design to verify that the measures indeed meet the facility and financial requirements.
- Create design and construction documents.
- Initiate a competitive bid process with City-approved subcontractors.
- Finalize overall project costs.
- Generate project scope, cash flows and final report.

3. REPORT DELIVERY AND PERFORMANCE CONTRACT AGREEMENT

- Organize a final project review/workshop.
- Review scope with the City.
- Finalize scope, project cost and cash flow.
- Sign contracts.



Objectives: Complete project scope, closeout project and educate staff to effectively maintain new systems/equipment.

1. CONSTRUCTION

- During the implementation phase, the measures are brought to 100% design through a submittal and approval process.
- Equipment procurement and subcontract executions.
- Sarah Paris, the project manager, oversees the process, our personnel and the subcontractors.
- Johnson Controls provides mentoring to our diverse and local subcontractors so they can grow their practice.

2. COMMISSIONING

Representatives from the City and Johnson Controls will conduct a final inspection to verify compliance to the contract documents. We will prepare and submit closeout records and as-built documents to the City. Commissioning all features of the new or upgraded equipment will be conducted using the manufacturer's specifications as well as the performance criteria established for the specific project. Once commissioning is completed, we will seek the City's final acceptance.

3. TRAINING

The Johnson Controls Institute will customize additional training to meet the needs of the City and offers:

- Packaged training programs.
- Computer-based training packages.
- Branch and on-site instruction.
- Videos of the training for subsequent use.



Objectives: Compare pre- and post-retrofit conditions, provide technical assistance and detail overall project performance.

1. MONITORING AND VERIFICATION

We offer four general approaches to assessing savings in accordance with the Federal Energy Management Program and International Performance Measurement and Verification Protocol guidelines:

- Option A: Stipulated Savings and Baseline.
- Option B: Measured/Stipulated Baseline, Verified Performance.
- Option C: Comparison of Similar Buildings with and without ECMs using Whole Building Data.
- Option D: Stipulated Baseline, Verified Performance.

Using the approach specified in the contract, the performance assurance engineer will monitor, track, document and report the savings to the City at specified intervals.

2. MAINTENANCE AND SUPPORT

We use data from reactive, preventive and predictive maintenance efforts to assess each system to improve overall reliability while controlling costs. We may employ the following techniques in our proactive maintenance program:

- Root cause failure analysis.
- Performance specifications.
- Engineering evaluation.
- Operational/verification of new and rebuilt equipment.

3. CLOSEOUT REPORT

Along with annual performance reports, we will provide the City with a final report comparing baseline totals with guaranteed totals to show the project's impact in its entirety.

2. Baseline Calculation Methodology

Describe in detail the methodology your firm normally uses to compute the energy baselines of the various ECMs, as well as actual performance.

To accurately assess performance of an ECM, it is necessary to make comparisons of pre-retrofit and post-retrofit conditions of the facility under similar conditions. The pre-retrofit baseline will be established by documenting conditions (in terms of unit energy consumption, energy efficiency, or other performance parameters) over a defined time period. The baseline will thus provide a yardstick for the pre-retrofit operation of the facility in terms of hours of use on a daily/monthly/yearly basis and the corresponding energy consumption performance for those hours of use. When possible, a baseline may be created from already-established energy consumption information as well. A baseline may be established by using utility billing data for a utility type and measurements of the various end uses.

To develop a baseline for a facility, we must gain an understanding of the various utility types (electricity, natural gas, oil, central steam, etc.) used at the facility, and whether the various utilities are metered on more than one utility (billing) meter per utility type. Typically, a baseline is established for each utility type and ECM. The performance measurement is the measured values of the post-retrofit

operating conditions affected by the retrofit implementation. Energy savings estimates are the result of the agreed-upon energy savings calculation, which is based on the difference between the performance measurements and its associated baseline values. Energy cost savings are determined by applying the appropriate unit cost to the calculated energy savings. Total dollar savings are the sum of the energy cost savings from each retrofit and any other savings as identified herein.

Required Info from Muskegon

To establish a baseline, Muskegon will need to provide the following information:

- Three years of billing history for all utility data at each institution (electricity, natural gas, fuel oil, gasoline, propane, and water).
- Square footage of facility
- Drawings, prints, maps of facilities
- Number of staff and visitors during the same three-year period.
- Equipment run time.
- Occupancy schedules.
- Access to control systems and verification of control strategies.
- Detailed information regarding equipment problems and/or down-time.
- Changes that occurred at the institutions or with equipment during this same three-year period.
- Comprehensive utility billing system extract with a minimum 24 months of data.
- Results of any recent meter testing activities.
- Access to meters for surveys, data logging, replacement, and any other necessary tasks.

If for some reason the requested information is not available, we will estimate the unavailable information using nationally recognized sources to assist in generating the baseline. After the baseline has been generated, we will compare the data with building profiles of similar type facilities within the same climate zone.



"What's impressed me the most about Johnson Controls is what I've seen to be a desire of the company to develop a lasting relationship based on quality of products, installation and, even more important, long-term service."

– **Steve Bedard, Chief Financial Officer, City of Charleston, SC**

Computer Simulation and Modeling Tools

We prefer the non-proprietary eQUEST program for determining present building loads and energy use, and in analyzing savings calculations for various measures because it is an extensive Windows-based building simulation software tool. It has been used widely by companies to perform load studies, understand impact of different rate structures, and prepare incentive packages. Some of the more common applications include:

- Building Load Calculation
- Heating and Cooling Equipment Sizing
- Energy Use Analysis
- Hourly Demand Analysis
- Rate and Bill Analysis
- Fuel Switching Strategies
- Economic and Financial Analysis of Various ECMs and renewable energy applications

The inputs for performing the above applications include occupancy data, building envelope, lighting, building equipment, heating and cooling equipment, operating conditions and schedules. Accurate building profiles are simulated with the use of actual weather data and rate schedules. After entering all relevant input parameters into the simulation package,

we simulate the existing building scenario. We create various graphs and tables to view energy and dollar usage by energy category, and then compare the simulated data to actual utility bills to verify the building model. Matching the calculated data to actual data helps us and our clients verify the accuracy of data obtained during our detailed analysis and ensures the guarantees we made have acceptable risk.

Once the simulated building profile is matched to utility bill profiles, we simulate a number of scenarios to calculate the savings associated with various measures and compare different options and alternatives. We can create numerous reports and graphs to identify energy use by equipment type, fuel type or total costs.

The baseline for water and sewage usage is developed using two or more years of data to gain an accurate view of past usage. This data is input into spreadsheets and is verified via on site evaluations of equipment and staff interviews to determine if any significant alterations have been made in the recent past. We also investigate anomalies such as erratic spikes and unequal usage between water and sewer consumption.

Pre-Retrofit Calculations for the Water Meters

Rate Class Average Monthly Volume Based Flow: Johnson Controls will use the Pre-Retrofit Monthly Billable Usage Data to determine the amount of unrecognized and unbilled billable usage. Pre-Retrofit Billable Usage Data will be obtained from water billing reports supplied by the City during the detailed audit. Base charges and taxes for each client class will be calculated and deleted from the total revenue to determine the volume-based revenue. To determine the post-retrofit annual volume revenue, the volume-based revenue is multiplied by the post-retrofit guaranteed meter accuracy/pre-retrofit meter accuracy. The difference between the post-retrofit annual volume revenue and the pre-retrofit annual volume revenues represents the potential revenue increase available to fund this project. For each individual large water meter:

Baseline = Existing Annual Water Revenue (obtained from the City's billing reports)

Existing Annual Base Revenue = (Monthly Base Charge) x (12 Months)

Existing Annual Volume Revenue = Existing Annual Water Revenue – Existing Annual Base Revenue

Post-Retrofit Annual Volume Revenue (New Meter Accuracy) = Existing Annual Volume Revenue x (New Meter Accuracy / Test Meter Accuracy)

Annual Water Revenue Available to Fund Project = Post-Retrofit Annual Volume Revenue – Existing Annual Volume Revenue

Baseline Calculation Methodology for Benefits from Correcting Errors in the Utility Billing System

Our project development engineers and performance assurance specialists will review those accounts that appear to be being billed incorrectly on a regular basis with the City staff. We will also review any errors found in the large meter survey with your staff. Some common billing system errors include billing an account at the wrong rate code, billing an account for the wrong meter size, and not billing an account for all of the services it receives. For example, assume that an inside city limits account that is not on septic and should be billed for sewer usage is not being billed for that service. If the review by both Johnson Controls and the City confirms that the billing system is in error, we will determine the benefit by taking the base year billed usage and applying the correct water and sewer rates for the base year. The difference between the amount billed by the City and the amount that the customer should have been billed by the City is the benefit.



ATTENTION TO SAVINGS

Because our performance engineering team is in the area, they will be able to spend more time on site, and will readily work alongside you to provide maximum savings for this project. This one-on-one approach is critical to ensure in ensuring that the project savings are achieved.

3. Adjustment to Baseline Methodology

Describe the method(s) used to adjust the energy and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment.

Facility Improvements

During the initial energy baseline creation and during the ongoing performance management of the project, it may become necessary to adjust the energy baseline for factors or unique changes in the building's use, utility or for non-controllable variables. Common adjustments are for items such as:

- Increases or decreases in the conditioned square footage or building occupancy.
- Major changes in the weather.
- Major additions or deletions to the non-temperature sensitive loads in the facility such as computers, copiers, printers, etc.
- Changes resulting from the addition or replacement of equipment with more energy-efficient equipment.
- Changes in production variables.
- Major changes in building operations outside of the energy baseline parameters.

APPROACH

Johnson Controls' approach to energy baseline adjustments is to ONLY apply adjustments where it is both fair and equitable for both our client and Johnson Controls. Our approach is not to claim savings for consumption or demand reduction that did not result from Johnson Controls or the ECMs. Nor do we believe that we should be financially harmed by changes outside of our control that negatively impact the savings generated. Furthermore, our assured performance guarantee is designed for modifications versus cancellation. Rest assured that our assured performance guarantee will never be canceled due to changes but rather modified to reflect the adjustments to which our clients and Johnson Controls agree.

METHODOLOGY

Johnson Controls' methodology to adjust our energy baseline for one or all of the above variables is accomplished as follows:

- Johnson Controls models the changes to calculate the impact on the energy baseline.
- Johnson Controls computes the energy baseline calculation using the changed variables and compares this with the actual measured calculation to determine the impact of the changes.

CLIENT APPROVAL

Once Johnson Controls has computed the impact of all adjustments to the energy baseline, we will then review this information with the City. Muskegon can then either accept or reject our proposed adjustments. If the City accepts the adjustments, the baseline is adjusted accordingly and savings are computed and reported based upon the adjusted baseline.

If the City rejects the adjustments, then Johnson Controls and the City may use an expert disinterested third party, agreeable to both Johnson Controls and the City, to provide binding direction for adjustments. Upon such direction, Johnson Controls then computes the energy baseline using the agreed upon adjustments and reports savings accordingly.

Water Metering

Johnson Controls can only guarantee the accuracy of the water meters that it installs. Billable usage and therefore billable water and sewer revenue may be affected by many factors outside of our control, such as:

- Water usage trends.
- Water rationing programs.
- Demographic and/or population shifts.
- Changes in the industrial or commercial base.
- Regulatory changes.
- Droughts, floods, rainfall, or other weather or climatic conditions.
- Water system pressure variations.
- Non-metered water usage.
- Failure to collect amounts due for billable consumption.
- Changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges.
- Changes to water and sewer rate schedules.
- Changes in water sources and treatment processes.

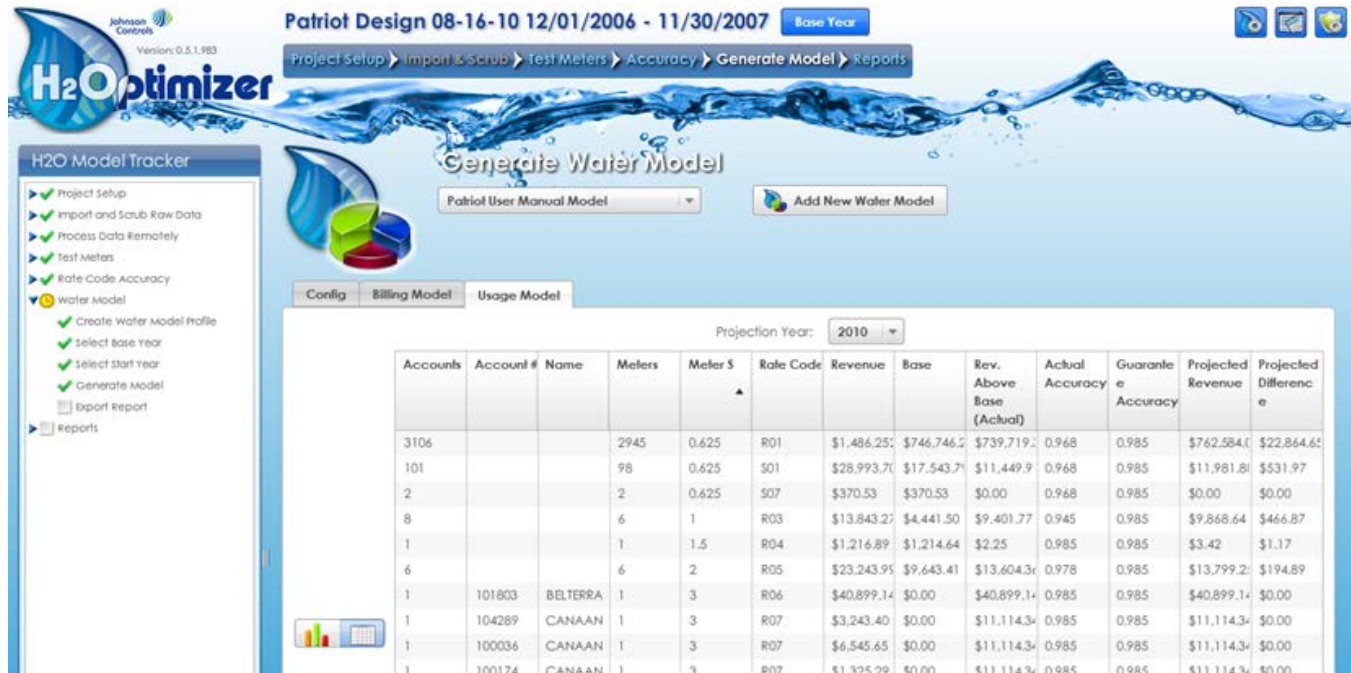
Johnson Controls uses H2Optimizer, a proprietary software modeling tool, to accurately quantify the financial benefits from a meter replacement project. The detailed account history from the Kingston billing system is

Johnson Controls Implements Similar Effort for Port Huron

As part of a \$3.8 million performance contract, Johnson Controls right-sized a recirculation pump at the wastewater treatment plant and added variable frequency drives to four return activate sludge pumps. The effort will save the City \$7.9 million.



imported and goes through numerous accuracy checks to confirm data integrity before analysis is begun. Actual rate schedules are used to verify the billing information and for projecting the new billed amounts.



Operating on data extracts from your billing and asset management records, the program locates and highlights problems such as:

- Zero read and no read meters.
- Abnormal consumption meters.
- Misapplied rate codes.
- Meters approaching their warranted life.
- Top 100 account analysis and reported consumption against stored trends.

The program generates reports that outline in a straightforward manner remedies this particular utility should consider to solve the identified problems. These remedies can include:

- Meter/radio replacement or repair.
- Meter rebuild (for 2" and larger).
- Investigation of meter programming.
- Leak detection.

4. Savings Calculations

List all procedures, formulas and methodologies, including special metering or equipment, which your firm uses to calculate energy and O&M savings. Include assumptions made in the calculations.

Measuring and Calculating Energy Savings

The following methodologies are general calculations, whereas actual calculations will be specific to each scope.

We begin by performing an energy audit to identify existing conditions. Depending on the identified potential scope, measurements are taken using true RMS kW meters, temperature loggers, runtime and occupancy loggers, ultrasonic Btu meters, etc. The measurements are used in the savings calculations. Based upon the results of the Facility Survey and Benchmarking, we perform energy savings calculations to analyze the opportunities to improve facility efficiencies by conserving energy through modifications of both operating and control schemes. We also investigate and quantify the impact of equipment replacement and/or modifications. These calculations are performed with a variety of engineering software, ranging from spreadsheet calculation to detailed modeling of the building to determine interactions between recommended improvements.

Many common control, equipment, and system modification calculations may be performed using Microsoft Excel. For calculations involving more complicated control, equipment and system modifications, we use building modeling software, such as eQUEST, to model the entire system or facility and to ensure the accuracy of the results. Common ECMs investigated will include lighting retrofits, HVAC mechanical upgrades, water conservation opportunities and the building envelope, to name a few. We will review the final savings calculation in their entirety with the City. Only calculations and savings projections that you approve will be included as part of the project.

Construction Savings

We will calculate project savings on an annual basis with the period beginning the first month after the project has been accepted. During the construction period of a project when an individual ECM is completely installed and functional, that measure will be producing savings. The savings accumulated during the period of time between when a measure or measures is/are installed and when the entire project is completed is referred to as construction period savings. Construction savings are measured and documented using IPMVP like any other savings and we will strive to maximize the total project savings. Improvements with short installation schedules will begin accruing savings upon installation, even as we are installing other improvements.

Total construction period savings are calculated by tying each ECM and its documented completed installation date to its capability to generate the savings. Construction savings may be aggregated into a single dollar amount for the construction period and carried forward as project benefits for the duration of the contract reporting. Construction period savings stop at the signature date of the substantial completion document. At that point guaranteed savings begin.

Johnson Controls currently maintains nearly \$7 billion in energy guarantees, encompassing several thousand buildings. Our methodologies and energy accounting methods have withstood the test of time, the scrutiny of all types of clients, and have been reviewed by numerous energy consultants and utilities worldwide. These reviews have added a level of confidence – unmatched in this industry – that our approach, process and methods for projecting and achieving savings, while improving facility operation, are realistic and attainable.

Operational Cost Savings

We will evaluate and quantify operational savings associated with the ECMs, but we will only consider hard cost savings. We will preview these with City representatives to ensure validity.

Johnson Controls will also perform lifecycle cost analyses, which include the maintenance cost for aging equipment as well as the anticipated replacement cost for old equipment. Lifecycle costing compares two separate scenarios, while using accepted accounting principles to align both scenarios on a comparable basis. This type of analysis validates replacement of older, less efficient equipment with new energy efficient systems that are more reliable and are less expensive to maintain. Operational savings will be mutually agreed upon. During the detailed study, we will meet with facility personnel to review any identified operational savings. In addition to energy and operational savings, we will explore other areas to increase efficiency.

We will then present the results of all ECM calculations and the associated cost estimates for the individual ECMs, including all savings, project costs, and payback data on a single worksheet. These calculations will enable you to actually create a project set that best fits your functional and economic needs. Selecting ECMs will be conducted collaboratively in a workshop where we will prioritize the ECMs and develop the final selection.

Water Meter Accuracy

The Overall Weighted Average Accuracy Pre-Retrofit and Post-Retrofit is calculated based upon testing a statistically valid, random sample of the existing small water meter and intermediate water meter population using a 95% confidence interval in the results. Large water meter (i.e. meters 3" and larger) accuracy is not averaged, however, and the results are applied solely to that specific account. This is different than other ESCOs who perform statistical averages of large meters within the system which may overstate project benefit.

The overall weighted average accuracy is calculated by multiplying the test results at various flow rates (i.e., low, medium, and high flow rates) by a weighting factor that is dependent upon both the test flow rate and the type of meter, as specified in the American Water Works Association (AWWA) Manual of Water Supply Practices - M6, Fifth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©2012 American Water Works Association, ISBN 978-1-58321-862-4.

Johnson Controls uses an advanced statistical sampling program to determine the quantities and sizes of water meters to be removed and tested for accuracy. In this manner, we are able to calculate the mean accuracy of the City's meter population without having to pull a large number of meters, and thus disrupting utility department operations or inconveniencing clients. This gives us the assurance we need to precisely model, and measure post-retrofit, the savings gained as a result of the Johnson Controls performance contract. The program risks are minimized, while the program benefits are maximized.



Our water experts are highly regarded in the industry and have been involved in writing several AWWA manuals.

Johnson Controls will use the Pre-Retrofit Monthly Billable Usage Data provided by the City to determine the amount of unrecognized and unbilled billable usage. Base charges, fees, and taxes for each customer class will be calculated and deleted from the total revenue to determine the volume-based revenue.

To determine the post-retrofit annual volume revenue, the volume-based revenue is multiplied by the post-retrofit guaranteed meter accuracy/pre-retrofit meter accuracy. The difference between the post-retrofit annual volume revenue and the pre-retrofit annual volume revenues represents the potential revenue increase available to fund this project. For each rate class of water meters and for individual large water meters:

***Baseline = Existing Annual Water Revenue
(obtained from the City's billing reports)***

***Existing Annual Base Revenue = (Number of
Meters) x (Monthly Base Charge) x (12 Months)***

***Existing Annual Volume Revenue = Existing
Annual Water Revenue – Existing Annual Base
Revenue***

***Post-Retrofit Annual Volume Revenue (New
Meter Accuracy) = Existing Annual Volume
Revenue x (New Meter Accuracy / Test Meter
Accuracy)***

***Annual Water Revenue Available to Fund
Project = Post-Retrofit Annual Volume Revenue
– Existing Annual Volume Revenue***

5. Standards of Service and Comfort

Describe the method and documentation of standards of service and comfort. Describe the contract language to agree upon maintenance responsibilities, occupancy schedules, operational cost reductions, and other responsibilities in the guaranteed savings contract.

The ECMs implemented by Johnson Controls will not compromise the safety, comfort or reliability of your environment. We will

design and install all ECMs according to your requirements for space temperatures and process related requirements, as well as all relevant codes, standards and industry best practices including adopted state codes, international codes, National Electric Code and other local codes. Additionally, we will use such recognized authorities as ASHRAE, IESNA (Illuminating Engineering Society of North America) and AIA (American Institute of Architects). These standards include ASHRAE 55-2004 (Thermal Environmental Conditions for Human Occupancy) with addendum 55a-2004, ASHRAE 62-2001 (Ventilation for Acceptable Indoor Air Quality), and the lighting design guide in Chapter 10 in the 9th edition of the IESNA's Lighting Handbook.

Standards of service can be maintained through the following:

- On-site staff maintenance (if requested by the City).
- Use of Facility Performance Indexing to monitor equipment for proper performance to maintain standards of comfort through programmed set points.
- A performance service agreement with Johnson Controls to properly maintain the equipment to agreed upon standards.

Amber Buhl, the Performance Specialist, will consult with your administrative staff to ensure that standards are maintained for the duration of the contract. She will run monthly automation system reports, analyze utility bills or potentially trend consumption directly from the meters to ensure the consumption stays within an expected range. Amber will also communicate closely with City staff to ensure the comfort levels are maintained and proper adjustments are made to account for any changes in operations or building conditions. If any standards or comfort levels are exceeded, our engineers will make proper adjustment to the system to ensure both standards and savings are met.

The following page contains a sample of the Standards of Service and Comfort.

SCHEDULE 2 - PRIMARY OPERATIONS SCHEDULE PRE & POST-RETROFIT

Pre-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: ____ to ____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: ____ to ____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Post-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: ____ to ____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: ____ to ____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

6. Monitoring and Verification

a. Describe the methodology proposed for ongoing monitoring and savings verification, including the frequency of such efforts. Note if an industry standard such as the International Performance Measurement and Verification Protocol is used and describe the preferred option.

Johnson Controls follows International Performance Measurement and Verification Protocol (IPMVP) standards, along with Federal Energy Management Program guidelines to measure and verify savings. There are four M&V options under IPMVP: Options A, B, C and D. For many projects, savings may be verified with a minimum of measurement and at a minimum cost. Other projects, however, may call for a more rigorous approach. The City and Johnson Controls will jointly agree to the method that best meets the project's needs. We will discuss the risks and costs of each alternative before a decision is made. These methodologies are shown on the following page.

b. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented. Third party guarantees are not acceptable.

Our guarantee works in a straightforward manner. If the energy savings are less than the guaranteed amount, we will pay the shortfall. The guarantee is monitored monthly and reconciled annually, as described below. Our guarantee is not a third-party insurance policy. We are directly accountable for the financial risk. In any event, the project will be fully paid for over time from energy and operational savings.

We calculate savings by comparing actual energy usage after project completion with a baseline, defined as the amount of energy the facility would have used if the project had not been implemented. One commonly used baseline is a 12-calendar-month period of pre-project utility bills. The baseline is adjusted for factors that are not related to the project but do affect energy consumption – unseasonable weather, changes in production schedules,

changes in usage of the building and others. This ensures that the guarantee is fair to the City and Johnson Controls. Any operational savings that are not energy-related are agreed upon in the guarantee document.

Any excess savings that are above and beyond those used for project justification are the City's property. As an example, if Johnson Controls is conservative in estimating the actual savings in an ECM that is then documented with IPMVP Option B protocol, additional savings will be measured and documented, but will not be collected by us. The City will have thorough documentation of the additional savings.

Guarantee Reconciliation

The guarantee is reconciled annually within 60 days of the anniversary of the guarantee start date. The total dollar amount saved for the year is the sum of the amounts shown on the monthly cost avoidance reports for that year. If the total savings are less than the guaranteed amount, the City will have two options: It can receive a payment from us in the form of a shortfall compensation check, or it can carry the shortfall over to the next year. A performance contract guarantee is the City's assurance that we will meet the savings expectations established during project development.

7. Sample Contract

Include in the appendix the performance contract your firm intends to use for this project.

Our standard contract is in the appendix.

8. Sample Audit

Include in the appendix an audit your firm completed for a similar project. Redacting personal, financial and other sensitive information is acceptable as long as the intent of the sample is represented.

We have included in the appendix the audit we prepared for the City of Marquette, along with the resulting M&V Report from Year 5.

A.

Partially Measured Retrofit Isolation

Savings are determined by field measurements of the key performance parameter(s) which define the energy use of the FIM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from the estimation rather than measurement is evaluated. For example, a typical application would be a lighting retrofit where the power draw is measured before and after the retrofit, and the lighting burn hours would be agreed upon. The equation for computing the savings would be:

$$\text{KWSavings} = (\text{kWBaseline} - \text{kWRetrofit}) \times \text{Number of Fixtures}$$

$$\text{KWhSavings} = \text{KWSavings} \times \text{Burn Hours}$$

B.

Measured Retrofit Isolation

Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. A typical application for the Option B methodology would be to measure savings from the installation of variable speed drive to control pump flow. A kW meter could be installed to read system power every minute, in comparison with the constant load measured during the baseline.

C.

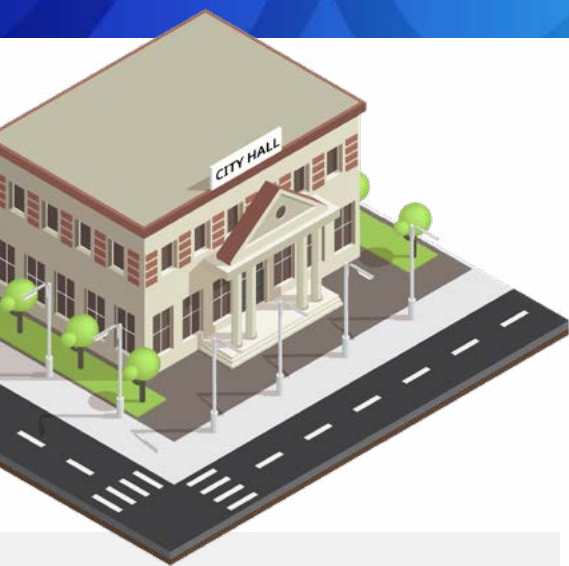
Whole Building/Utility Bill Comparison Analysis

The whole facility approach takes a holistic approach to savings verification. It is typically used when a significant portion of the energy consumption at the facility is impacted, when multiple high-impact measures are implemented and when there is interaction between the energy efficiency measures. Option C is the direct comparison of facility bills from a pre-installation base year to the post-installation bill period. Option C requires that adjustments be made to account for any changes to the facility or its operation, such as changes in operating hours, increased square footage, and new equipment, from the base year. The most recent 24 months of actual utility data is collected and analyzed to create a multivariate regression analysis to develop a baseline. Key factors such as weather conditions, square footage, end-use load consumption, environmental conditions, and occupancy schedules must be documented to clearly establish the baseline conditions that exist before implementation.

D.

Computer-Simulated Energy Use Prediction

In an Option D analysis, savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This option usually requires significant skill in calibrated simulation. It is applied in situations in which a multifaceted energy management program is installed in a facility but where no meter existed in the baseline period. In this case, energy use measurements, after installation of meters, are used to calibrate a simulation.



"No other firm, besides Johnson Controls, provided us with 'real' financial guarantees and the performance expertise and turn-key assurances we demanded."

– Lester Tipton, Department of Public Works, City of Bedford, IN

Financial Approach

1. Preferred Approach

Provide descriptions of the sources and types, and costs of financing available, as well as your firm's preferred approach. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest and any special terms and conditions that may be associated with the financing this project.

There are a number of alternatives for financing your project, including entering into a lease, using a contingent payment approach, the issuance of securities or bonds, and/or obtaining financial support through available grants and incentives. Each approach has unique aspects relating to cost, timing, approvals, and implicit rate, and Johnson Controls does not have a preferred method. Instead, we will work with you to deliver the solution that will work for the City. We do not make money on financing and our Structured Finance team is a free resource to our clients.

We Bring a Structured Finance Team to Identify Options

Our Structured Finance department is dedicated to identifying customized financing options for clients. We can provide general information relating to all available financing options to assist with your analysis of each financing option. Johnson Controls can also provide detailed and project specific factual information on contingent payment, leases, and grants and incentives. In providing you such information, you should understand that we are not recommending a course of action on any of the financing options, nor are we acting as an advisor to you. Johnson Controls is not a registered as a municipal advisor with the Securities and Exchange Commission pursuant to Section 15B of the Securities Exchange Act of 1934.

If you are considering financing your project through the use of municipal securities, you should engage and rely on the advice and recommendations of independent municipal advisors, bond counsel and underwriters with respect to the aspects of such

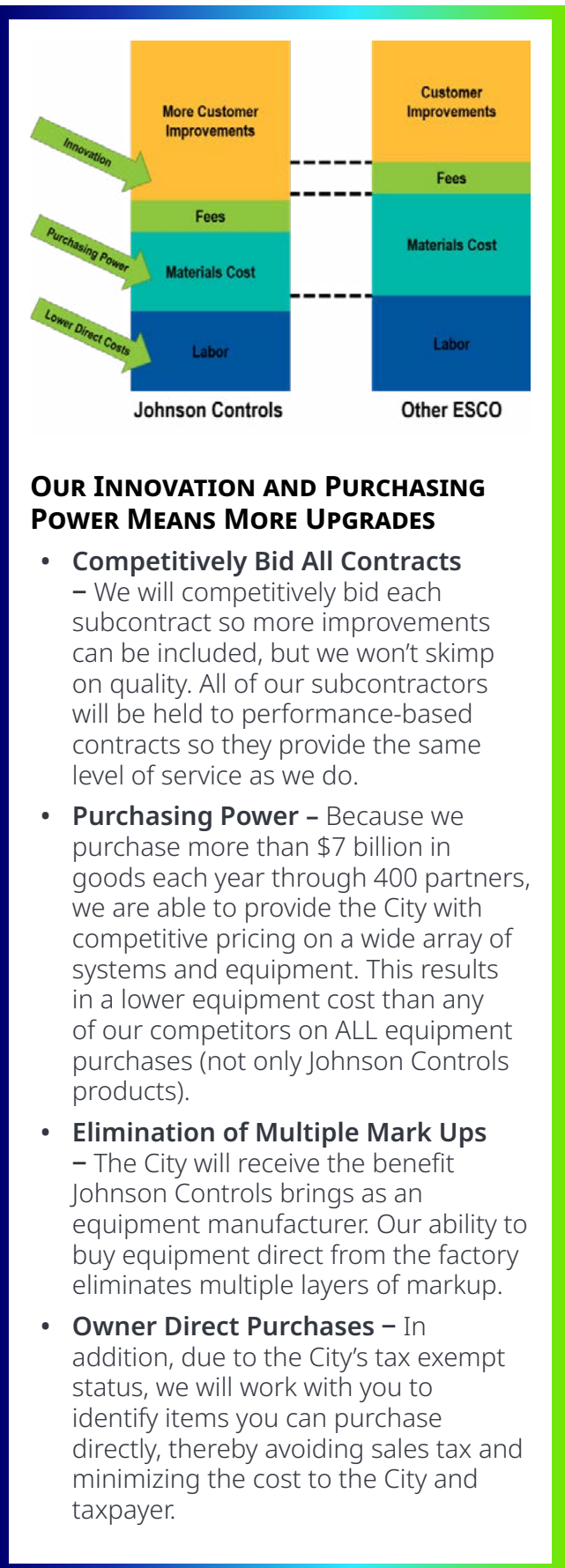
financing. Should you need, Johnson Controls can provide you a list of such advisors with whom it has worked in the past and have experience in providing such advice on energy efficiency and facility improvement projects. Johnson Controls has no arrangement or understanding, formal or informal with, and receives no benefit, directly or indirectly, from such parties by providing you with their names or should you choose to use their services.

Should you decide to finance your project through the issuance of municipal securities, Johnson Controls can assist as needed with factual information your bond counsel or underwriters may need on a description of your project, the scope, cost, and overall projected benefits. Our Structured Finance team wants to match the right financing structure with what is best for the City and most appropriate for the project.

Financing Arrangements

A lease-purchase is the most common way to finance a performance contracting project. We work with more than 30 different banks and leasing companies to arrange third-party leases. While Johnson Controls is not a party to the lease, the Structured Finance team can use its vast network of relationships to competitively obtain offers from lenders. This can be done through a formal RFP process or we can simply provide introductions. Johnson Controls does not commit to any single financial institution so that offers are always competitively procured.

If a lease-purchase with a third party is not preferred, we can offer alternatives. The Structured Finance team can arrange a direct lease-purchase with Johnson Controls, provided that we are allowed to assign the transaction. Structured Finance can also offer the Johnson Controls Contingent Payment program, whereby the City pays based upon savings achieved. If a client is interested in complete transfer of operational and capital responsibility, Structured Finance can work with trusted partners to transfer ownership of central utility plants, upgrade the equipment and deliver energy to the client.



The following information summarizes the most commonly used options, as well as some alternative approaches.

Contingent Payment Program

Johnson Controls understands that our clients are often reluctant to borrow money from a bank or to issue bonds. With that in mind, we offer an alternative arrangement called the Johnson Controls Contingent Payment program. Rather than borrow money from a third party, Johnson Controls funds the cost of the project. The City then pays Johnson Controls over time, but where the obligation to pay is "contingent" upon savings delivered. If Johnson Controls does not perform and deliver the savings as expected, the City is able to withhold payment up to the shortfall amount. The City only pays for the energy savings that it receives.

We have implemented the Contingent Payment program with municipal clients such as Louisville Metro Government in Kentucky. They had strong credit ratings and could afford to traditionally finance the projects. However, they simply did not want to borrow money from a bank or bond issuance. Also, the clients wanted to make their savings payments to Johnson Controls out of their utility budget. From their perspective, they pay for energy savings the same way they pay for electricity, gas and water from the utilities.

Infrastructure as a Service

With this program, the client gets the upside of new infrastructure without the burden of ownership. Rather than borrow money through traditional debt financing, the City might want to expense facility improvements through our Infrastructure as a Service program. Under this

Contingent Payment Program Enables Louisville Metro to Implement Major City-wide Equipment Upgrade Program

Louisville Metro Government set up a Contingent Payment Program to fund \$36 million in system and equipment upgrades throughout City Hall, the Police Department Headquarters, detention centers, judicial centers and public works facilities. The improvements, which included HVAC, lighting, water conservation and other retrofits, will generate \$56 million over the performance period. Prior to this project, Metro Government issued bonds to construct a new library. Moody's Investors Service assigned a credit rating with the caveat that it could go down if the city takes on additional debt without increasing the tax base. Johnson Controls offered our Contingent Payment Program to finance the improvements with no public bond issuance or bank loan. Under this alternative arrangement that is neutral to the Metro Government's credit rating, the payment obligations are variable and limited to actual benefits received from the improvements.



"When you have limited resources it's important that you get results, and that you're only paying for success. [The Contingent Payment Program] with Johnson Controls allows us to meet that objective, and without us having to put up the capital."

– Steve Rowland, Chief Financial Officer, Louisville Metro Government

program, the City would make no upfront capital investment. Together with our funding partners, Johnson Controls would pay for the cost to engineer and install mechanical, electrical, and plumbing improvements; the City would pay for the benefits that it receives over the contract term. Infrastructure as a Service is a “pay for performance” program. Johnson Controls pays for all operations and maintenance costs during the contract term. At the end of the term, the City can choose to either extend the service contract or purchase the improvements for fair market value. Infrastructure as a Service is one way a client can redirect operating expenses into capital improvements without diminishing its borrowing capacity or cash reserves. Therefore, Johnson Controls transfers the risk to us, the building experts.

Lease Financing

The most common form of financing for performance contract projects is a lease-purchase. In these arrangements, the City, as lessee, enters into a transaction with a financial institution, as lessor. A lease-purchase is popular because:

- It is not considered statutory debt.
- It does not require voter approval.
- The documentation and closing costs are relatively light.
- The time to close can be less than 30 days.

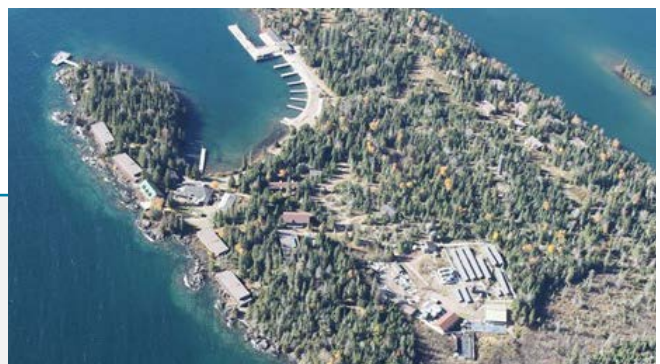
According to the Association for Government Leasing & Finance, one of the most valuable attributes of a lease-purchase is that it enables municipalities to finance projects without incurring a “debt” or an “indebtedness” that is subject to voter approval and debt limitations. For most government entities, laws dictate that transactions are considered “statutory debt” if the obligations exceed the revenues for the current fiscal period. They are therefore subject to voter approval and limitations. To address this, the lease-purchase contains certain covenants so that it is not considered debt.

There are a wide number of banks and leasing companies that participate in the lease-purchase market. That broad supply of capital ensures competitive pricing. It should be noted that a lease-purchase is typically structured as a private placement. That lack of liquidity and the non-appropriation clause frequently means that a lease-purchase has interest rates that are slightly higher than a bond issuance.

However, the closing cost for a lease-purchase is relatively low, which often makes it an efficient financing vehicle for projects under \$25 million. A lease-purchase is also very flexible, as amortization schedules can be “sculpted” to match the savings from a performance contract and there are no minimum principal payment denominations. Another positive attribute is that the time needed to close is relatively short (e.g., approximately 30 days).

Isle Royale Taps Johnson Controls for Solar Microgrid Project

Isle Royale National Park has traditionally been powered by diesel generators. Johnson Controls was tasked with developing two separate microgrid systems on opposite ends of the island. We installed 23 solar thermal domestic hot water pre-heating systems, including 61 collection panels. The systems provide 78% of the energy required for domestic hot water at Windigo



and 87% at Rock Harbor, as well as 45.7% of estimated fuel oil use for domestic hot water. A site controller manages the microgrid, performing monitoring and control tasks.

Johnson Controls can work with lenders to design a payment schedule that corresponds to the construction period and savings generated from the project. The goal is to create a cash flow neutral transaction for the client. Johnson Controls can help to identify lenders that can offer lease-purchase terms that are as long as the law will allow. In most cases, this is 15 to 20 years. The longer amortization term enables a client to obtain more facility improvements with the same amount of savings. This reduces the amount of facility improvements that a client needs to purchase through its capital budget or other debt financing.

Bond Financing

Another way for governments to finance their capital improvements is to issue bonds. The two most common bonds that are used to finance projects are general obligation bonds and revenue bonds.

In a typical general obligation bond issuance, the issuer of the bonds usually agrees to levy and collect ad valorem property taxes without limitation up to an amount sufficient to make principal and interest payments on the bonds. Since the obligation exceeds the budgeted revenues for the current fiscal period and the borrower has attached its taxing covenant, the bond issuance becomes a burden on the citizens and likely requires voter referendum to approve. A borrower's ability to issue general obligation bonds will also be subject to laws governing statutory debt limitations.

Obligations in a revenue bond issuance are generally limited to the amount and source of pledged revenues. Some revenue bonds contain a rate-set covenant that obligates the issuer to set its revenue-producing rates at levels that are sufficient to cover all operating costs including debt service.

Johnson Controls has worked on many projects in the past that were financed with various types of bonds. We have also worked on projects where referendums were needed for the public to approve the issuance. Johnson Controls has great relationships with municipal bond underwriters and will freely provide introductions for client. We cannot provide

recommendations on a bond issuance. However, we can provide in-depth details on the project to enable the client and its underwriters/ advisors to structure a bond issuance in a way that best serves the needs of the client.

Preferred Financing Arrangement

Our preferred financing arrangement is the arrangement that is best for the City. The amount of funding available for a performance contract is impacted by two main variables: the City's financial condition and the project size that the savings will support. Our local team has not been involved with a project that was denied financing for the full amount of the project desired by our clients.

Equipment Ownership

The lessee technically owns the equipment during the term of the lease. The lessor files a UCC Financing Statement to protect its lien on the equipment during the term of the lease. At the conclusion of the lease term, or upon prepayment of the lease, lessee shall have clear title to the equipment.

Responsibilities/Liabilities

All responsibilities and liabilities of the lessee and the lessor shall be set forth and mutually agreed upon in the financing documentation.

Security Interest Required

The lessee may grant the lessor a first lien security interest in the equipment being financed as part of the contract. The lessor shall file appropriate UCC Financing Statements to evidence its security interest in the equipment.

Special Terms and Conditions

If there are any special terms and conditions associated with a lease, they are determined on a case-by-case basis.

2. Grants, Rebates and Incentives

Describe how your firm will maximize the use of grants, rebates and incentives.

With tight budgets, many of our clients need creative financial relief. Our Alternative Funding Team has one shared goal: to find money for you. The team identifies and helps apply for applicable grants, rebates, and incentives so you can make more improvements to your facilities and infrastructure, reduce total cash outlay, and realize greater savings.

Leverage Our Grant Expertise

Countless clients have turned to our dedicated grant experts. With your permission, we are ready to help you. We can collaborate to identify qualified funding opportunities, facilitate and develop grant applications, and provide support to help manage reporting and compliance requirements. At your request, we will use the following process to help you identify and secure funding:

- Conduct customized research and identify organizational and project-specific government and private grants, as well as subsidized loans and bonds.
- Generate a funding opportunity report that highlights potential sources.
- Create a project management plan for application development.
- Manage the grant application process from start to finish.
 - » Implement strategy to develop and gather appropriate information for competitive and responsive proposals.
 - » Coordinate completion of required attachments.
 - » Write, edit, and format response documents.
- Review final content to ensure compliance with requirements, ensuring project schedules are met.

We work together throughout this process. Your organization will focus on identifying subject matter experts, obtaining application review and approval from executive leadership, contributing



DRIVE DOWN THE COST OF YOUR PROJECT

Since 2009, Johnson Controls has helped win more than \$433 million in grant funding. Our team has an 80% win rate compared to an average industry win rate of 17% to 30%. We win funding from many sources, including the U.S. Department of Energy, the U.S. Department of Justice, and the U.S. Department of Homeland Security.

key program and organizational information, and submitting a final application. This close collaboration strengthens the final application.

Sampling of Grants Received by Our Clients and Partners

- Hope Network in Grand Rapids – \$3.6 million grant.
- Kalamazoo County, Cheboygan County, and Missaukee County in Michigan – each county received \$508,346 through the Energy Efficiency and Conservation Block Grant Program. In total, the three counties received over \$1.5 million.

- Wyandotte Public Schools, Michigan – \$148,736 for a more secure front entrance, security equipment, and enhanced security planning.
- Branson 82 School District, Michigan – \$625,950 for school security improvements.
- Croswell-Lexington Public Schools, Michigan – \$205,448 for security improvements.
- Cheboygan Public Schools, Michigan – \$170,000 for school security improvements.
- Wolverine Public Schools, Michigan – \$50,000 for school security improvements.
- Freeland Public Schools, Michigan – \$48,074 for school security improvements.
- Charlton Heston Academy, Michigan – \$25,000 for school security improvements.
- Ewen-Trout Creek Schools, Michigan – \$13,074 for security equipment and enhanced security planning.
- Zion Lutheran Church, Michigan – \$5,974 for school security improvements.
- Clinton County RESA, Michigan – \$43,790 for school security improvements.
- Nueces County, Texas – \$7.9 million to support energy efficiency facility improvements.
- Acadia Parish School Board, Louisiana – \$7.3 million in Qualified Zone Academy Bonds (QZABs). Funding paid for facility renovations that included lighting, an emergency management system, HVAC replacement, and a water well.
- Danbury Housing Authority, Connecticut – \$2.5 million to implement energy efficient facility improvements.
- Case Western Reserve University and Johnson Controls, Ohio – \$1.4-million research-and-development grant to demonstrate the effectiveness of virtual energy audits in small commercial buildings.
- Santa Fe Trail Board of Cooperative Educational Services, Colorado - \$1,240,074 to implement a regional interoperable communications system for six school districts and local law enforcement and first responders.
- Sheridan School District 2, Colorado – \$1,102,362 for school security improvements.
- Libby Public Schools, Montana – \$1.1 million grant to install a new HVAC system.

Capitalize on Rebates and Incentives

Our incentive and rebate professionals work to offset your capital costs and increase your purchasing power. Our experts work with some of the most complicated and stringent utility providers so you can remain focused on your core mission. The Alternative Funding Team routinely assists our clients to secure the following types of rebates and incentives from utility companies and regional energy efficiency programs:

- Prescriptive efficiency equipment rebate programs (boilers, heat pumps, furnaces, water heaters, etc.).
- Custom incentives for energy efficiency or energy resiliency projects outside of the utility company's traditional prescriptive rebate program.
- Instant incentives, which are allocated funds to pay for qualified equipment purchases at the time of purchase versus other programs that are normally paid four to six weeks after installation.
- ENERGY STAR equipment and appliance rebates.
- Rebates and incentives for renewable technologies (solar, wind, geothermal, distributed energy storage, etc.).

Project Development Due Diligence

We apply the following structured process to make sure that all possible opportunities are captured.

- Research and identify all potential opportunities.
- Recommend qualified products that have the greatest incentive potential to our development engineers.
- Work with utility program representatives to:
 - » Understand utility processes and goals to help streamline the City's internal processes.
 - » Define critical rebate and incentive timelines and milestone requirements.

- » Determine status of utility funding levels, availability for each program year, and payment ceilings.
- » Verify the City's participation requirements and availability of incentives.
- » Provide rebate and incentives estimations to the City based on proposed project scope and options and adjust as needed.
- » Request that manufacturers submit their products for the utility's qualified products list.
- » Review the City's application with utility representatives to ensure compliance and confirm all available opportunities are included.

Turnkey Services During Project Implementation

You can count on us to:

- Obtain pre-approvals, rebate fund reservations, and utility program acceptance.
- Communicate timelines and milestones with the entire team to ensure we comply with program requirements.
- Finalize required incentive and rebate submittals for project completion.
- Update, submit, and track final applications until the City receives the funds.

Sampling of Rebates/Incentives Received by Our Clients

- In Texas, more than 16 higher education, local government, and K-12 clients accepted over \$5.8 million in utility rebates and incentives to support their energy efficiency and renewable energy projects.
- In Hawaii, local government and higher education clients have received more than \$2.6 million in rebates and incentives for lighting, building envelope, power quality, HVAC, and other mechanical upgrades.
- More than 13 local government and K-12 clients in Pennsylvania obtained nearly \$1.3 million in utility rebates and incentives to support energy efficiency and renewable energy projects.



WE CUT THROUGH THE RED TAPE SO YOU DON'T HAVE TO

Our rebate and incentive experts hold a combined 32 years of experience. They blend their in-depth understanding of technologies and utility programs to proactively increase your purchasing power. Since 2019, our Incentives and Rebates team has secured approximately \$17.3 million for our clients nationally.

- In Illinois, public housing authorities and local governments have obtained more than \$796,000 in rebates and incentives. Rebates supported the purchase and installation of street lighting, interior lighting, furnaces, air handling units, boilers, solar components, and hot water heaters. Incentives have been obtained through the Smart Energy Design Assistance Center, an applied research program at the University of Illinois at Urbana-Champaign, supported by the Illinois Department of Commerce and Economic Opportunity Illinois Energy Now Program.
- In California, our clients received rebates from major utility companies. Southern California Edison's alternative funding provided the Los Angeles Unified School District with \$52,000 in rebates to support \$1.9 million in lighting projects; generated \$10,369 in rebates for the City of Santa Ynez and their \$177,403 project; and brought \$444,043 in budgetary relief for the California Science Center's \$9.3 million project.



"The ability to select from many different options presented by JCI helped us to continually maintain control of the scope and magnitude of the project while leveraging the energy efficiency and systems expertise they bring to the table."

– Steve Allen, President,
Guernsey County, OH
Commissioners

Additional Services

1. Provide an overview of your firm's additional energy efficiency related services. This section should not be more than five pages, and should not repeat services described elsewhere.

Space Utilization and Optimization

Optimizing existing space improves operational and energy efficiencies. This need can be exacerbated in aging buildings that were not designed for today's operations. Our goal is to work with you to deliver buildings that are healthy, functional, and efficient. We have partnerships with design firms that specialize in space planning, layout, and design. We work with these firms to create a comprehensive project, where we provide energy efficiency upgrades, renewable energy solutions, adaptive reuse and space optimization to deliver a building that meets your needs.

As an example, for the City of Marquette, we developed a project that included a remodel of city hall to improve space utilization while meeting energy efficiency goals. For the Wyandotte School District, we were able to design and build a new multi-purpose gym as part of a \$34.8 million bond project.

Sustainability Advisory Services

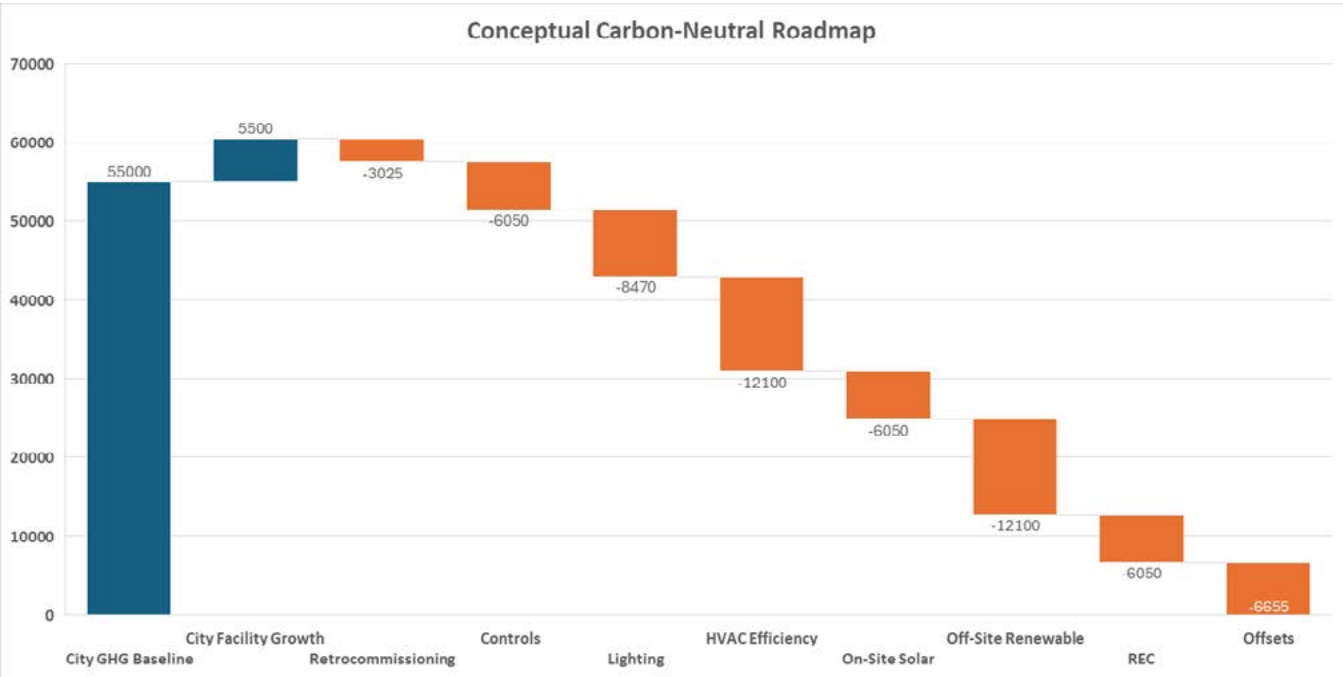
Johnson Controls' Sustainability Advisory Services supports customers in setting and meeting sustainability and resiliency goals for the built environment. Concurrent to the performance contract, we collaborate with City stakeholders through interactive workshops to bridge from climate action strategic planning to set building specific goals and actions. After evaluating solutions and various decarbonization pathways, we provide pathways to deliver your overarching goal of net zero GHG emissions for City operations by 2040.

Working closely with City stakeholders, we seek to refine the goals and principles driving climate action. Building this framework

for action provides another filter for prioritizing and sorting building solutions to incorporate the right mix of demand side energy efficiency and renewable energy production at each building. Understanding your resiliency goals provides another set of guidelines to develop an integrated solution, to reduce energy use, optimize your buildings, and make significant progress towards emission reduction on a clear phased timeline to 2040.

We integrate the performance contracting process with your climate action planning and reporting. As we assess building energy consumption and evaluate asset conditions and lifecycle timelines and evaluate potential solutions, we align to your climate action plan KPIs. This can include an updated GHG inventory for Scope 1 and 2 emissions from buildings, as we assess the most recent utility data. We take a broad view during solutions development, including planning for building electrification, aligning fossil fuel powered equipment life cycles with your 2040 goals, and evaluating the impacts of efficiency and renewable energy project, the greening of the grid, and the GHG emissions impacts. Even as we build out the first phase of the performance contract, we can develop a long-term roadmap to guide future phases in your journey to net zero.

Example Outcome: Waterfall Chart of Steps to Net Zero



We also provide expertise in supporting EV fleet electrification, addressing vehicles and charging infrastructure. This includes an assessment of your current fleet vehicles, ages, and uses. Much like optimizing building spaces, we work with you to right size vehicles with the functional use requirements. We also evaluate total cost of vehicle ownership in our assessment to show the true cost of owning and maintaining the fleet. Understanding parking policies and practices, we develop a phased plan for building out the charging infrastructure requirements.

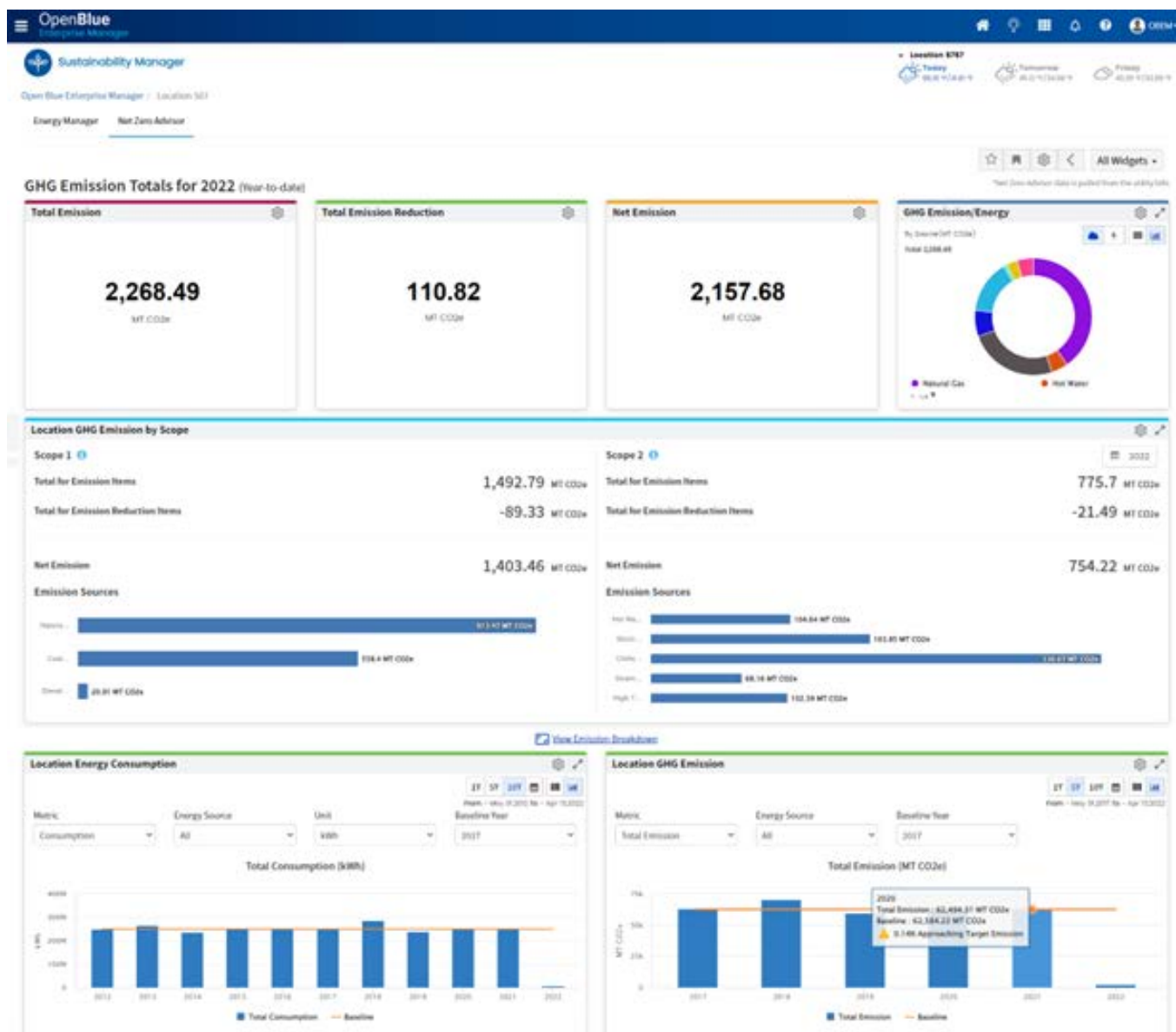
As projects are developed and move into implementation, we provide ongoing reporting support. This includes updates to the GHG inventory, and report development for internal or external stakeholders to celebrate progress towards goals. We support dashboard development, to highlight energy savings as well as renewable energy production and changes in emissions over time. As we develop these reports, we are able to provide ongoing recommendations, keeping the City of Muskegon up to date on what we're seeing and doing around the world as we provide cutting edge solutions to customers with aggressive emission reduction goals.

OpenBlue Net Zero Advisor: Streamlining Ongoing Assessment

Net Zero Advisor provides you with all the information you need for ongoing assessment, to track, manage, and report energy efficiency and sustainability goals. This software package is quick to deploy, does not require hardware and can be procured for a very competitive monthly subscription fee. Here is how it works and what it can deliver for you.

Why Net Zero Advisor?

Critical to realizing any future goal is understanding where you stand today. Net Zero Advisor will quickly and accurately paint that picture for you by automatically measuring and aggregating your utility data and converting it into industry standard metrics. It provides you with a single dashboard that pulls together information on your energy usage, utility spend and carbon emissions, eliminating the need to manually process the data from disparate sources.



With all this data at your fingertips, you can then start to make informed decisions on how to reduce energy consumption and emissions across your building portfolio. You can set specific goals and targets which will be tracked automatically, reducing the time spent getting the information you need. The benefits include:

- Identification of anomalies in energy waste patterns
- Use internal/external efficiency and carbon benchmarks to identify savings and focus areas
- Measure those savings over time versus baselines and quickly understand your progress towards goals and where deviations are occurring

All these features contribute towards simplifying the planning process for achievable reduction targets, targets that can be broken down into a specific set of goals for each location.

We're On the Same Journey

Forging a Path to Decarbonization for Our Flagship Plant

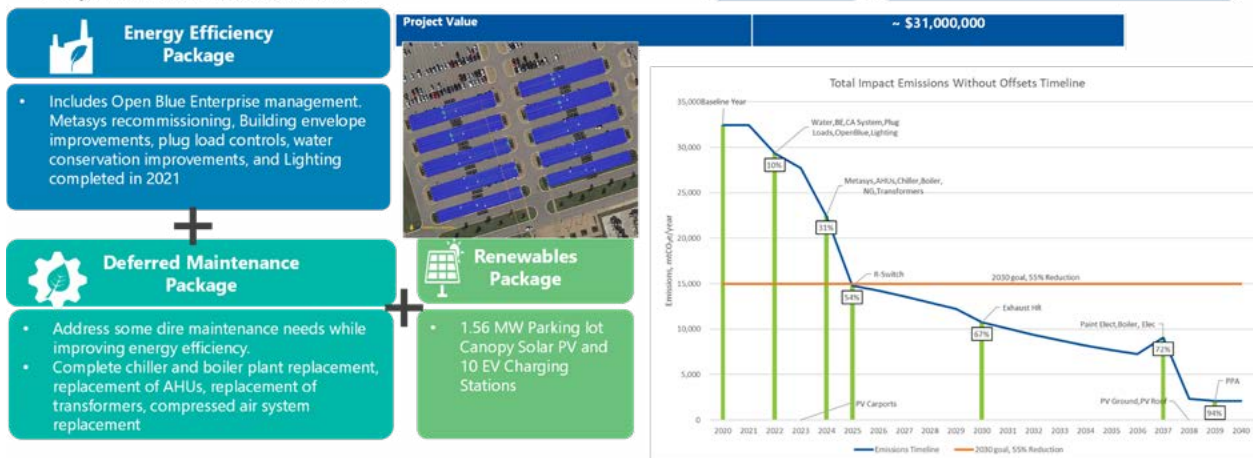
In 2020, our Norman, Oklahoma plant was one of our largest carbon emitters, making its decarbonization critical to meeting our overall emissions goals. The approach taken to slash energy consumption and emissions is the same one we bring to our clients, guided by our eight-step plan. We're deploying a central utility plant and redesigning and retrofitting a 1.56-megawatt carport solar solution with vehicle charging stations. Plans include electrification of process operations, water conservation upgrades, and more. The entire solution will be validated and supported using OpenBlue Enterprise Manager, the Net Zero Advisor application and the OpenBlue Central Utility Plant software, which enables central utility plant optimization, automated emissions reporting, and data-powered decision-making. Through these enhancements, the Norman plant will reduce its GHG emissions by 43% and reduce energy consumption by 26% (based on a 2017 baseline). In addition, we streamlined the plant's operations to deliver \$960,000 in annual energy, operations and maintenance savings while eliminating potential downtime in the facility.

Norman Decarbonization Plan

100% 2020 Site Emissions: 32,444 mtCO₂e, 196,742 MMBTU, 218 EUI
4th largest CO₂e emitter in JCI's Global Portfolio

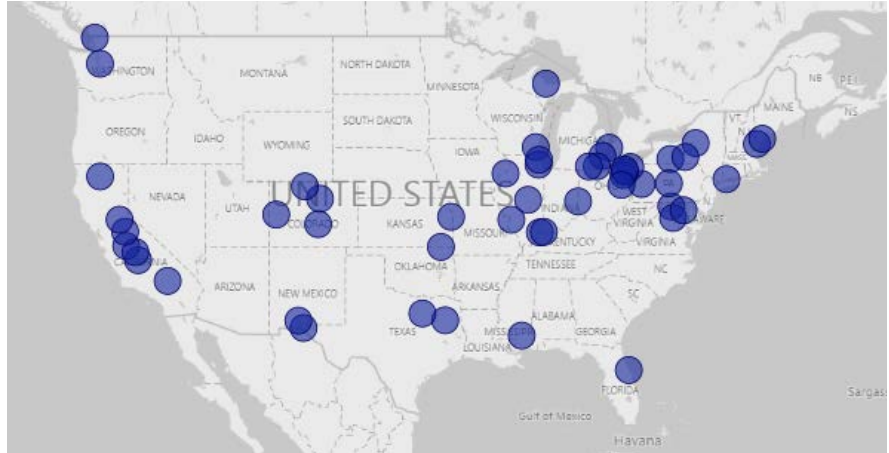


- 25% reduction for energy and GHG intensity
- 10% reduction for water use at stressed locations
- 55% carbon reduction by 2030
- 100% carbon neutral by 2040

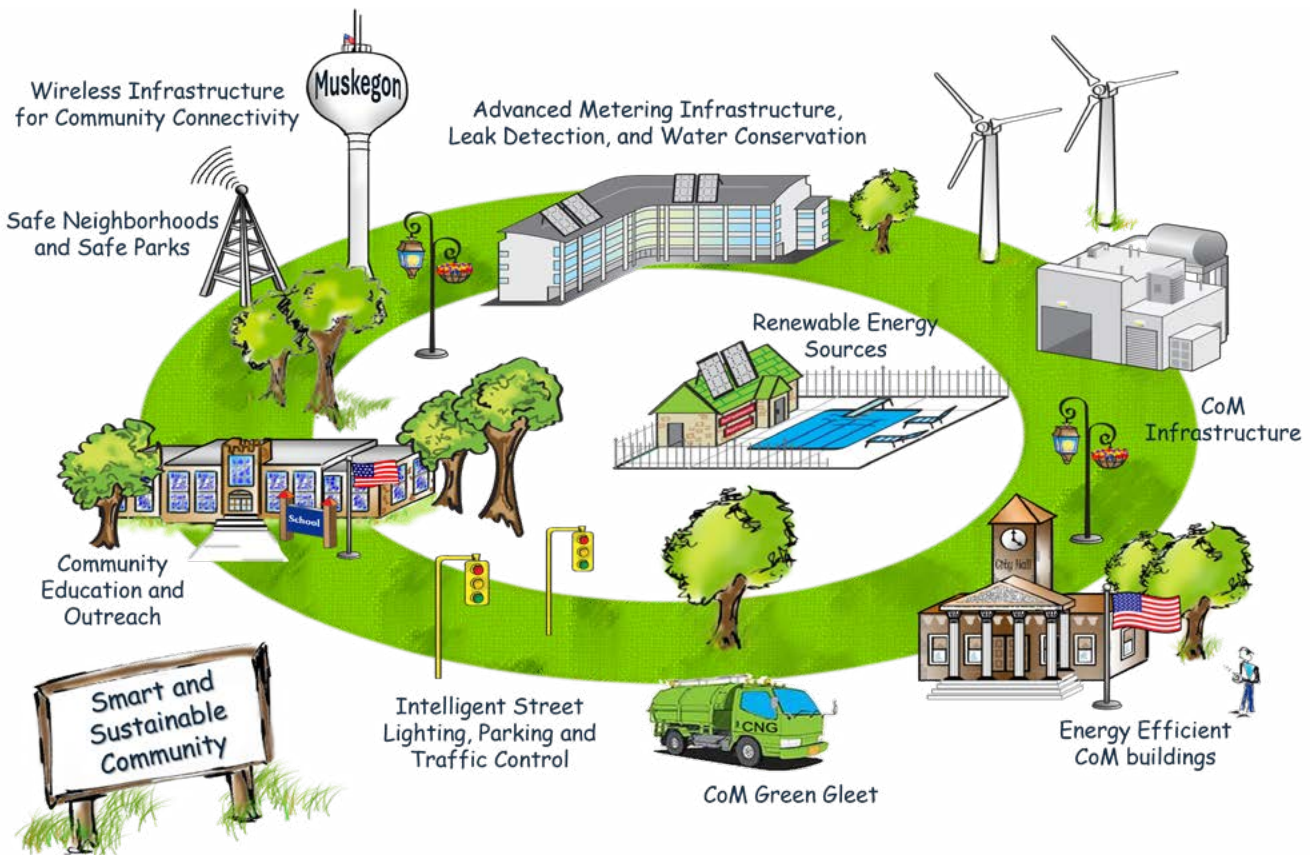


Water & Wastewater Treatment Plant Upgrades

Johnson Controls has successfully completed more than 60 guaranteed savings projects at municipal water and wastewater treatment plants - applying the same approach as contemplated in this RFQ - driven by improved operations, cost reductions, and deferred maintenance. These scopes include: Aeration blowers, SCADA, river intakes, biogas-to-energy, high efficiency pumping, elevated storage, UV disinfection, and increased filtered water capacity just to name a few. Since municipal water and wastewater treatment can account for 40% of a community's energy consumption, Johnson Controls is at the City's disposal if this is an area you would like to explore.



Johnson Controls has implemented energy efficiency and process improvement upgrades at more than five dozen water and wastewater treatment plants across the country.





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Sick Leave Extension for Employee							
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: An employee is requesting an extension of sick leave.								
Detailed Summary & Background: Officer Andrew McKee is requesting an extension of sick leave. His sick leave has currently been exhausted, but he is asking for an extension of sick leave to be able to return to duty at full health. He is requesting this per the Police Patrol Union contract Article 18.8: <i>In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended not to exceed six (6) months, instead of sixty (60) working days.</i> Officer McKee has been an employee for 7 years and is requesting a total of 35 sick days.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>								
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes		No		N/A		
Yes		No		N/A				
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes		No		N/A		
Yes		No		N/A				
Recommended Motion: I recommend extending 35 sick days for Officer Andrew McKee per the Police Patrol Union contract.								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td></tr></table>	Immediate Division Head		Guest(s) Invited / Presenting: No					
Immediate Division Head								

Information Technology			
Other Division Heads			
Communication			
Legal Review			



City of Muskegon Police Department

Timothy E. Kozal
Director of Public Safety



933 Terrace St.
Muskegon, Michigan 49440

www.shorelinecity.com

Phone: 231-724-6903
Fax: 231-725-2043

Re: Extension of leave

April 29, 2025

Officer McKee

Currently you are in the negative with your sick leave bank. There was an error within BS&A that allowed for this to occur. This brought to light a section in the current contract specifically Article 18.8 to wit;

In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended not to exceed six (60 months, instead of sixty (60) working days.

As you are still working diligently towards a return to duty, I would suggest we approach the City Commission to gain approval for this possible benefit on a non-precedent setting basis. I would not however, as there is nothing documented from a doctor, agree that your time away from the department is as a result of a confining illness.

This can be heard during the City Commission meeting on May 13th, either in open session, or per your request, in closed session.

I look forward to hearing from you, in writing, within the next 48 hours. Please indicate your wish, if this request be presented to the City Commission and if it should be placed on the consent agenda or request to be presented in closed session.

Regards

Timothy E. Kozal
Director of Public Safety



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Resolution of Support for the Design of Apple Avenue							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff recommends adoption of the included resolution expressing support for MDOT's design of Apple Avenue and associated City costs.								
Detailed Summary & Background: As discussed at the Worksession meeting on May 12, 2025, this resolution expresses support for MDOT's design of Apple Avenue, including lane reductions to three lanes from Roberts to Terrace, and two lanes from Terrace to Webster. The City's costs associated with utility work, statutory cost share, and other improvements including a multi-use path along the south side of Apple are included in the resolution for clarity. Those costs are included in the recommended FY26 budget.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community								
Amount Requested: None at this time (Formal agreement later in 2025)	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): 202 (Streets), 590 (Sewer), 591 (Water)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: I move to adopt the included resolution expressing support for MDOT's design of Apple Avenue and the City's associated costs.								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr></table>	Immediate Division Head	X		Guest(s) Invited / Presenting: No				
Immediate Division Head	X							

Information Technology			
Other Division Heads	X		
Communication			
Legal Review			

City of Muskegon

RESOLUTION OF SUPPORT for

MDOT's Reconstruction of Apple Avenue, Webster Ave to Home St

WHEREAS, The City of Muskegon recognizes the substantial investment the Michigan Department of Transportation (MDOT) will make into the Apple Avenue corridor within the City of Muskegon limits, and desires to acknowledge the close partnership that MDOT has demonstrated during the design and development process; and,

WHEREAS, the City of Muskegon has valuable utility assets in the Apple Avenue corridor, and those assets have capital repair and replacement needs that the City has asked MDOT to include in the project, at the City's cost of approximately \$1,750,000 in sewer costs and \$480,000 in water costs; and,

WHEREAS, the City of Muskegon acknowledges that the City is statutorily obligated to pay a percentage of the total road project costs under Public Act 51 of 1951 as amended, estimated at \$150,000; and,

WHEREAS, the City of Muskegon has asked for specific improvements based upon its Master Plan and public engagement efforts, including a multi-use path along the south side of Apple Avenue, and the City anticipates those improvements will cost approximately \$1,400,000; and,

WHEREAS, the City of Muskegon, its residents and businesses have been active participants in the design process through extensive engagement efforts by both the City and by MDOT; and,

WHEREAS, the current design of the project includes a reduction in the number of lanes in certain locations to create a five-lane roadway from US-31 to Burton, a three-lane roadway from Burton to Wood, and a two-lane section from Wood to Webster; and

WHEREAS, the City of Muskegon desires to express support for a three-lane section from Burton Street to Terrace Street in order to minimize any impacts to its Public Safety Department's emergency responses;

NOW, THEREFORE LET IT BE RESOLVED, that City of Muskegon hereby expresses its support for the project, its overall design, and MDOT's partnership throughout the process.

Yeas:

Nays:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on May 13, 2025.

BY: Ann Meisch, City Clerk

Signature

Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Resolution of Support for City Ownership of Apple Avenue
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff recommends adoption of a resolution of support for City ownership of Apple Avenue following MDOT's 2026 reconstruction project.	
Detailed Summary & Background: During design of Apple Avenue, the City heard from the community that creating a city street instead of a state highway along the Apple Avenue corridor was a priority. Many of the changes necessary were supported by MDOT and have been incorporated into the current design. Some other changes MDOT has expressed concern about, however they have made it clear that if the City were to take ownership of Apple Avenue after the reconstruction project (removing the M-46 designation and placing the City in full control of the street), the design standards the project is required to use become more flexible. Examples of items that would be affected by the City taking ownership include the signals at Terrace Street and Pine Street. The traffic study clearly shows the signals are not needed, nor are they needed any time soon even with models that project increasing traffic in the area, a fact MDOT acknowledges. As far away as 20 years from now, the study does point out that the level of service at those two intersections would be approaching an undesirable level, assuming traffic increases at the rate the study projects. Given this, MDOT's attitude is very conservative, and their Lansing-based Signals Unit has decided that they would leave the signals in place in anticipation of the situation 20 years from now. City staff on the other hand, feel strongly that 20 years of maintaining signals together with the neighborhood character that comes with all-way stop controls is the preferred method for the next 20 years, which again is supported by the traffic study. MDOT has specifically relayed that if the City takes ownership, the signals can be removed as a part of the project. If MDOT remains in control, the signals will remain. Other items that would be affected are less specific, but they are real. Currently, MDOT permits all activity along Apple Avenue. The City would have that right in the future. This could make it easier for residents and businesses to make small changes to Apple. If a Corridor Improvement Authority or Business Improvement District were established in the future to fund landscaping and lighting improvements (similar to Lakeside), that group would likely find it easier to work with the City than MDOT, given the difference in rules and regulations each entity is subject to. Future City-led efforts to make changes to Apple would also be simpler and potentially less costly. The benefits of ownership do come at a cost. While the City would continue to receive the same amount of gas tax money for Apple Avenue as we do today, we would no longer be reimbursed by	

MDOT for the maintenance we do on Apple. The maintenance necessary would start to come from the gas tax money we receive for Apple. Staff estimates the change per year with all factors considered is approximately \$100,000 to the major street fund (202). Future capital costs would also be on the City, although a portion of those costs would likely be recoverable through federal distributions (at an opportunity cost for other major streets).

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
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Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
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Recommended Motion:

I move to adopt the included resolution of support for City ownership of Apple Avenue after MDOT's 2026 reconstruction project.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

City of Muskegon

RESOLUTION OF SUPPORT for

City Ownership of Apple Avenue, Webster Ave to US-31

WHEREAS, The City of Muskegon recognizes the substantial investment the Michigan Department of Transportation (MDOT) will make into the Apple Avenue corridor within the City of Muskegon limits, and desires to acknowledge the close partnership that MDOT has demonstrated during the design and development process; and,

WHEREAS, the City recognizes that MDOT operates a wide network of highways, expressways, rural roads and urban streets and those facilities have competing demands; and,

WHEREAS, the City of Muskegon has experience taking over streets and routes from MDOT including Muskegon and Webster Avenues and has seen a marked reduction in speeds, a marked increase in neighborhood character, and many other benefits after taking over an MDOT facility; and,

WHEREAS, MDOT has expressed that if the City commits to taking Apple Avenue as a City street after the 2026 reconstruction project, the design standards applicable to the project will become more flexible and allow for further changes that will help change the character of Apple Avenue from a highway to a city street; and,

WHEREAS, the City of Muskegon has been assured that the payments to the City under Public Act 51 of 1951 as amended will continue at their current rate should the City take Apple Avenue as a city street; and,

WHEREAS, the City of Muskegon and MDOT anticipate formalizing an agreement detailing the specific processes and components of Apple Avenue becoming a city street, but that agreement depends upon components of the design and bidding process that cannot be completed until 2025 or 2026;

NOW, THEREFORE LET IT BE RESOLVED, that City of Muskegon hereby expresses its support for taking Apple Avenue as a city street after MDOT completes the 2026 reconstruction project, dependent upon the successful execution of a mutually-agreeable document later in the process and as described above.

Yeas:
Nays:
Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on May 13, 2025.

BY: Ann Meisch, City Clerk

Signature

Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025	Title: Concur with CRC Recommendation																				
Submitted by: Ann Meisch, City Clerk	Department: City Clerk																				
Brief Summary: To concur with CRC recommendation to accept the resignation of Chelsea Kelley.																					
Detailed Summary & Background: To accept the resignation of Chelsea Kelley, as Citizen At Large, from the Citizen's Police Review Board.																					
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																					
Amount Requested:			Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>				Yes		No		N/A	x									
Yes		No		N/A	x																
Fund(s) or Account(s):			Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>				Yes		No		N/A	x									
Yes		No		N/A	x																
Recommended Motion: To accept the resignation of Chelsea Kelley from the Citizen's Police Review Board.																					
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>			Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No			
Immediate Division Head																					
Information Technology																					
Other Division Heads																					
Communication																					
Legal Review																					



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 13, 2025		Title: Resolution for Watch Muskegon Day																
Submitted by: Jonathan Seyferth, City Manager		Department: Manager's Office																
Brief Summary: Approval of the resolution declaring May 22 as Watch Muskegon Day.																		
Detailed Summary & Background:																		
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																		
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
Yes		No		N/A	x													
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>		Yes		No		N/A	x									
Yes		No		N/A	x													
Recommended Motion: Approval of the resolution.																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head																		
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

WATCH MUSKEGON

A RESOLUTION DECLARING MAY 22 AS WATCH MUSKEGON DAY

WHEREAS, the Watch Muskegon campaign was officially launched on May 22, 2015, as a countywide initiative focused on three key areas: Education, Beautification, and Marketing, with the goal of fostering a positive image and continued growth for Muskegon County; and

WHEREAS, the Education component of the campaign has supported initiatives such as Muskegon STARS, the Muskegon Area Promise program, Make My Move, Livability Magazine, and other efforts that promote learning opportunities and workforce attraction; and

WHEREAS, the Beautification component has encouraged community pride and improvement projects, in turn, enhancing the visual appeal of Muskegon County and making it a more attractive place to live, work, and visit; and

WHEREAS, the Marketing efforts of the Watch Muskegon campaign have successfully elevated Muskegon County's profile, attracting new residents, visitors, and investments that have contributed to the area's economic development; and

WHEREAS, the Watch Muskegon campaign has played a major role in fostering significant developments and investments in Muskegon County, leading to increased business activity, residential growth, recreational enhancements, and infrastructure improvements that have strengthened the local economy and community well-being; and

WHEREAS, the Watch Muskegon campaign has become a recognizable and influential brand, with open-source graphics that encourage continued community engagement and the ongoing promotion of Muskegon County as a premier destination to live, work, and play; and

WHEREAS, an annual Watch Muskegon Day on May 22 will provide an opportunity for leaders, residents, employees, businesses, and tourists to celebrate the county's progress by wearing Watch Muskegon apparel, preparing properties for the summer season, and recognizing the campaign's impact on the community's growth and development; and

WHEREAS, this day will also serve as an opportunity to honor the relentless hard work and passion of all community members of the Muskegon area who have contributed to making Muskegon County a place to WATCH;

NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon hereby declares May 22 of each year as **Watch Muskegon Day** and encourages all residents, businesses, and organizations to participate in celebrating Muskegon County's ongoing success.

The foregoing Resolution was offered by Commissioner Rachel Gorman and supported by Commissioner _____, and same was duly passed at a general session of the City of Muskegon City Commission.

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 13, 2025

By: _____
Kenneth D. Johnson, Mayor