

CITY OF MUSKEGON

CITY COMMISSION MEETING

September 23, 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:**
 - A. Resolution Against Racial Profiling Manager's Office**
- ☐ **PUBLIC HEARINGS:**
 - A. Consolidated Annual Performance Evaluation Report FY 2024
Community & Neighborhood Services**
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Sale of 159 E Laketon Planning**
 - C. Sale of 452 Adams Planning**
 - D. Sale of 460 Adams Planning**
 - E. Police Department Employment Retainer Bonus Public Safety**
 - F. Amendment to Engineering Services for Lift Station Improvements Project
Public Works**
 - G. Engineering Services Contract for the Rehabilitation of West Western Avenue Public Works**
 - H. Engineering Services Contract for the Henry Corridor Signal**

Improvements Project Public Works

- I. **Purchase of Water and Construction Trucks** Public Works
- J. **Brownfield Plan Development & Reimbursement Agreement, 351 Phase II, LLC** Economic Development
- K. **Fire Marshal Truck Purchase** Public Works
- L. **Brownfield Plan Development and Reimbursement Agreement - Muskegon-Central Park, LLC** Economic Development
- M. **CORRECTION: PA 210 Commercial Rehabilitation Certificate - 1700 Oak Avenue** Economic Development

☐ **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: September 23, 2025	Title: Resolution Against Racial Profiling															
Submitted by: Commissioner Kilgo	Department: Manager's Office															
Brief Summary: Commissioner Jay Kilgo submitted a resolution reaffirming the City of Muskegon's commitment to the ideals of the United States Constitution and reaffirming its moral opposition to racial profiling in law and immigration enforcement.																
Detailed Summary & Background:																
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
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: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></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: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		x								
Yes		No		N/A		x										
Recommended Motion: To adopt the Resolution Against Racial Profiling																
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			Name the Policy/Ordinance Followed:
Immediate Division Head	x															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

CITY OF MUSKEGON
RESOLUTION AGAINST RACIAL PROFILING

WHEREAS, by Proclamation dated September 9, 2025, the Mayor of the City of Muskegon proclaimed the week of September 17-23, 2025 Constitution week, in honor of the 238th anniversary of the signing of the Constitution on September 17, 1787; and

WHEREAS, the Proclamation encourages “all citizens to reflect upon the importance of our Constitution and to reaffirm their commitment to the ideals of liberty and justice for all;” and

WHEREAS on September 7, 2025 the Supreme Court of the United States, in *Noem v. Vasquez Perdomo*, reversed a lower court order that had prohibited federal immigration agents from stopping and questioning people based on their perceived ethnicity alone; and

WHEREAS the Supreme Court court’s decision was not the final ruling in the case and therefore not the final word on whether federal immigration agents may engage in racial profiling in their attempt to carry out mass deportations; and

WHEREAS the Fourth Amendment to the United States Constitution, as interpreted by a long line of Supreme Court precedent, prohibits the government from seizing individuals based solely on factors, such as race and ethnicity, that describe a large category of presumably innocent people; and

WHEREAS, a June 2023 Fact Sheet from the United States Department of Justice describes racial profiling as the erroneous assumption that an individual of a particular race or ethnicity is likely to be violating the law, and states that America has a moral obligation to prohibit racial profiling; and

WHEREAS, in the spirit of Constitution Week the City of Muskegon hereby reaffirms its commitment to the ideals of liberty and justice for all, and reaffirms its moral opposition to racial profiling in law and immigration enforcement;

NOW, THEREFORE, BE IT RESOLVED, that the Muskegon City Commission does hereby pass this Resolution reaffirming its commitment to the ideals of the United States Constitution and reaffirming its moral opposition to racial profiling in law and immigration enforcement.

The foregoing Resolution was offered by _____ and supported by _____ and same was duly passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:

Nays:

Absent:

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 September 23, 2025.

By: _____
Kenneth D. Johnson, Mayor

By: _____
Ann Marie Meisch, MMC – City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Consolidated Annual Performance Evaluation Report FY 2024
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services

Brief Summary:
Community and Neighborhood Services CAPER Presentation for FY 2023.

Detailed Summary & Background:
The Consolidated Annual Performance Evaluation Report (CAPER) is an important and necessary communication tool between the City of Muskegon, the US Department of Housing and Urban Development (HUD) and the public. Its purpose is to inform and report on the progress the City of Muskegon's Community and Neighborhood Services Department has made toward the goals it set forth in its [2021-2026 Consolidated Plan](#) and respective [Action Plan](#).

The CAPER is available on our website for citizen review and a comment period of 15 days from September 9–September 25, 2025.

City of Muskegon – 2024 CAPER Highlights
The City of Muskegon's 2024 CAPER outlines accomplishments under the 2021–2026 Consolidated Plan, with a focus on CDBG and HOME funds.

Funding & Resources

- **CDBG:** \$1.13M expended (housing repairs, façade, fire station services, admin).
- **HOME:** \$52,121 expended (admin).
- **Program Income generated from HOME:** \$51,480
- **Leverage:** Senior millage, DTE programs, Lead Safe Muskegon lead program, Healthy Homes Production.

Key Accomplishments

- **Home Repairs/Rehab:** 58 households assisted.
- **Fire Station Services:** 1,123 households served.
- **Eviction Prevention:** 22 households stabilized.
- **Meals for Seniors:** 42 seniors assisted.
- **Homebuyer Assistance:** 5 families supported.
- **Housing Study:** Identified 400 substandard units and significant rent burden; informed zoning changes.

Demographics

- 124 CDBG households (66 White, 48 Black, 2 Native American, 8 Other and 4 Hispanic).
- 5 HOME households (3 White, 2 Black).
- 70% of beneficiaries were extremely low or low-income.

Other Actions

- **Zoning Reforms:** Encouraged mixed-use, ADUs, and “tiny homes.”
- **Lead Remediation:** Integrated into all housing rehab programs.
- **Public Housing Support:** Backed PHA RAD conversion, tenant engagement, and affordable lot access.
- **Outreach:** Public notices, newsletters, social media, 211 resource integration, resource events.

Challenges

- Lack of measurable impact on Hispanic households.
- Persistent affordable housing shortage.

Goal/Action Item:

2027 Goal 3: Community Connection

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

NA

Budgeted Item:

Yes		No		N/A	x	
-----	--	----	--	-----	---	--

Fund(s) or Account(s):

NA

Budget Amendment Needed:

Yes		No		N/A	x	
-----	--	----	--	-----	---	--

Recommended Motion:

NA

Approvals:

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

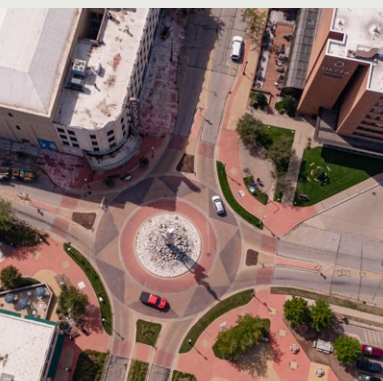
Name the Policy/Ordinance Followed:



CONSOLIDATED ANNUAL PERFORMANCE

Evaluation Report

FISCAL YEAR 2024



COMMUNITY & NEIGHBORHOOD SERVICES

CNSMail@shorelinecity.com | 231-724-6717 | 933 Terrace Street, Room 202 | shorelinecity.com

Table of Contents

Executive Summary	1
Resources and Investments	1
Leveraging	1
Goals and Outcomes	1-2
Racial Demographics of Persons Served	3
Affordable Housing	3
Income of Persons Served	4
Homelessness & Other Special Needs	4-5
Public Housing	5
Monitoring	5
Other Actions	6-7
HOME Investment Partnerships Program (HOME)	7
Rental Inspections	7
Affirmative Marketing	7
Program Income	8
Community Development Block Grant (CDBG)	8
Section 3	8

Executive Summary

The Consolidated Annual Performance Evaluation Report (CAPER) is an important and necessary communication tool between the City of Muskegon, the US Department of Housing and Urban Development (HUD) and the public. Its purpose is to inform and report on the progress the City of Muskegon's Community and Neighborhood Services Department has made toward the goals it set forth in its [2021-2026 Consolidated Plan](#) and respective [Action Plan](#).

Resources & Investments

This section details the resources that were made available to the City of Muskegon through HUD entitlement programs, leveraged funds and program income. All funds were invested in programs that served people in need within the limits of the City of Muskegon. For 2024, the City of Muskegon was awarded \$885,059 and \$251,818 in Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding, respectively. The amount spent this year exceeds these award numbers, because program income and past-year funding was carried forward and invested in programming.

Source of Funds	Resources Made Available	Amount Expended this Year
CDBG	\$885,059	\$1,128,655
HOME	\$251, 818	\$52,121

Leveraging

Leveraging refers to the use of federal funds to acquire additional resources. While these funds weren't budgeted as leverage in state, federal, or local grant applications, we used CDBG funds allocated to repair programs to increase the impact of all of our programs and vice versa. The City of Muskegon used the following current grant programs in tandem with CDBG funding to maximize the impact on our community: Healthy Homes Production Grant (HUD), Medicaid CHIP Lead Abatement Grant (State of Michigan), Senior Millage Grant (Senior Resources, Muskegon County), DTE Energy Efficiency Grant (DTE Energy).

There was no public or privately owned land utilized this year, nor a match requirement for the city.

Goals & Outcomes

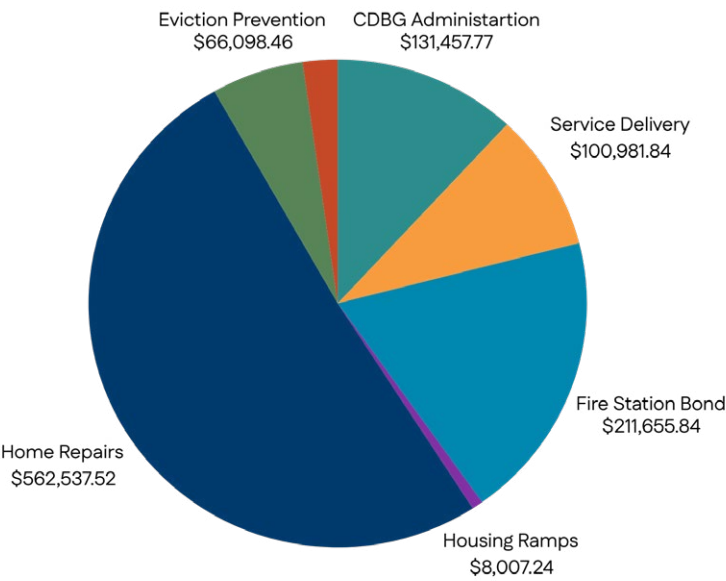
This section details information showing the projects the City of Muskegon has completed this year as it relates to the goals set by the Consolidated and Annual Action Plans. It demonstrates how the use of funds addresses the priorities and specific objectives identified in the plan.

The city utilized funding for home repairs, façade improvements, park improvements, creating new homeowners through homebuyers' assistance, and the rehabilitation of homes to create affordable homes for the community. We identified through our efforts that there is a great need for housing repairs due to the many applications we receive and the community has benefited from the opportunity to become homeowners.

Goals & Outcomes Continued –

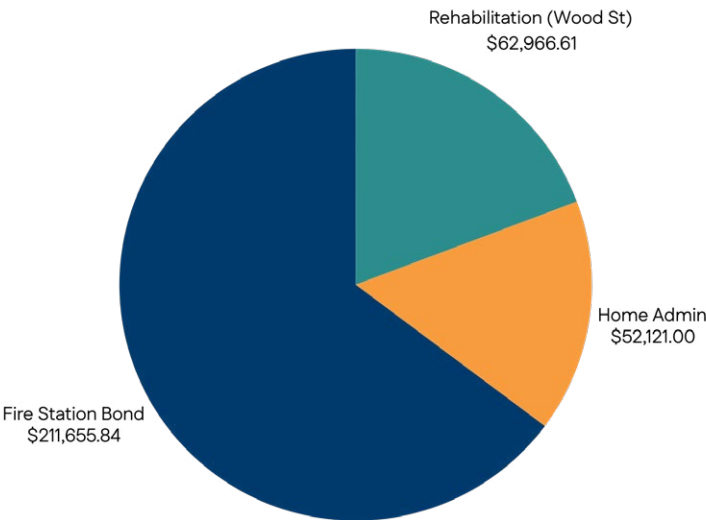
Of the \$1,128,655 in CDBG funds invested this year, the majority of funds went toward home repairs for homeowners within the City of Muskegon that fell within income requirements, as shown on the right.

This was followed by the Fire Station Bond Repayment, Administration, Service Delivery, Eviction Prevention, Senior Meals and Housing Ramps.



These investments resulted in 1247 citizens receiving various services in the City of Muskegon. For a breakdown of services see below:

Investment	Amount	Persons Served
Priority Home Repair & Residential Facade Programs	\$562,537.52	58 Homes Repaired
Ture North	\$66,098.46	22 Families Avoided Homelessness
Agewell	\$25,000.00	42 Served Healthy Meals
Love INC (Housing Ramps)	\$8,960	2 Ramps Installed
Fire Station	\$211,655.84	1,123 Calls Addressed



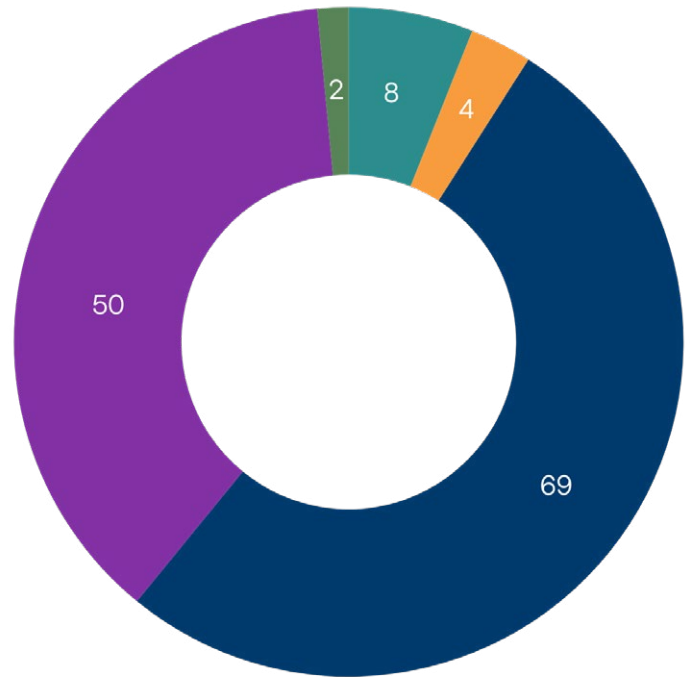
Home Investment Partnership Program

The city invested \$103,601 in HOME Investment Partnerships Program funds in the City of Muskegon. See the chart to the left for a breakdown of the Home Investment Partnership Program.

These investments resulted in 5 additional new homeowners added to the community. The CNS has continued to invest in property acquired last year utilizing left over funds from 2019 and 2020 fiscal years. The acquisition will add a four bedroom, two bath home to the market for a potential new homeowner.

Racial Demographics OF PERSONS SERVED

The City of Muskegon's programming is built to serve its citizens. Those served were primarily Black or African American that were considered low or extremely low income.



Affordable Housing

This section compares the goals toward preserving and creating affordable housing with the results of the past year and summarizes the income levels of the households served. The table below details our goals versus actual accomplishments. Total, fifty-eight non-homeless households were served this program year.

Activity	Goal	2024 Accomplishment
Rental Assistance	2	22
New Unit Production	0	0
Rehab of Existing Units	2	58
Acquisition of Existing Units	2	1

We exceeded our goals to provide affordable housing by providing home repair services to families. We set a goal to provide rental assistance and exceeded the goal with our partnership with True North by providing eviction prevention assistance to those who were at risk of experiencing homelessness. This is a service that we do not normally offer but was made possible through the partnership with True North. We have worked with outside agencies to assist families in meeting the goal of affordable or appropriate housing. We acquired one of the two homes we set out to rehab that will be made available in the future to a homeowner.

Affordable Housing Continued –

Income of Persons Served

The majority of those served by our programming were considered Extremely Low Income, meaning their household income was at or below 50% of the area median income. Around 70% met this definition, with the other 30% of persons served having incomes between 51%–80% of area median.



These outcomes will impact future annual action plans. Given our recent housing study conducted, it was evident that we need to increase our footprint in the housing industry. Our community has about 400 units of housing that is considered substandard and families are contributing over 30% of their income toward rent. Our community also is very limited in the types of housing we need to be able to provide. Aside from that, our current waitlist, families served and the study combined will help us gauge where the need is so that we are able to respond and provide resources to the families. The city is very proud and feel that we have had a very productive year that will only get better in the future. The community is becoming more aware of our program offerings and they are taking advantage of the opportunity. Our services have impacted many neighborhoods throughout the city and the impact is noticeable.

Homelessness & Other Special Needs

The purpose of this section is to evaluate the city's progress in meeting objectives for reducing and ending homelessness through outreach, emergency shelter, and avoiding homelessness. The city has made great progress as a board

member of the Continuum of Care (CoC) to help reduce homelessness in our community. The CoC is an organization in pursuit of helping homeless persons find affordable housing in our community. The City has participated in a board capacity to structure and facilitate housing opportunities that prevent housed homeless families from experiencing another homeless scenario. Staff serve on various committees that seek additional funding for partners, plan for upcoming years and engage with other agencies to ensure that all available resources are made available to all community members. Regionally, the cities of Muskegon Heights and Norton Shores are represented as well, and our focus is to meet objectives set by the CoC board to reach this critical population. We have continued to explore and navigate opportunities to assist our youth.

The city is investigating developing more units that will be utilized for rental housing for families who are or will be experiencing homelessness. We have invested our HOME ARP funding to assist with addressing housing needs. Families who are currently seeking shelter are referred out to community partners that house homeless families. We are also working to collaborate with TrueNorth Community Services who was recently voted as the Muskegon HARA to strengthen the housing needs that may be made available in the community.

Our home repair program is designed to assist homeowners who have a priority housing issue that could displace them from their home because of plumbing, electrical, mechanical or critical structure deficiencies. The help provided by the city that allows a household to receive assistance allows them the ability to remain in their home.

Homelessness & Other Special Needs Continued –

In addition, we also offer homebuyers assistance to those who are wanting to transition to a more permanent housing solution and purchase a home. These funds offer down payment assistance that are applied to closing cost.

Public Housing

This section describes the status of the Public Housing Authority (PHA), and the efforts the PHA and city has made to engage residents and address needs. The PHA is not designated as troubled, and therefore hasn't received assistance from the City of Muskegon financially.

Public housing residents are known to be at a fixed-income status and because of this their likelihood to become a homeowner is rare. In addition, homeownership has not been advantageous given rise in the housing market of the past 5 years. The PHA has a Homeownership Program but other strategies to encourage tenant management have been encouraged more so than homeownership. The public housing residents are managed by staff with monthly reporting of income status. Annually housing staff will meet with each tenant to assess income and empower tenants to manage their living situation by giving them options like homeownership, outside rental opportunities, or housing facilities that fit their income and household needs. Currently, the Rental Assistance Demonstration option is being presented to give tenants encouragement with the proposed changes. No other actions have been taken by the city at this time.

Tenants are included in management through Tenant Advisory meetings where decision making and changes to the public housing facility are discussed. The resident board has been actively working with PHA staff to oversee the tenants' issues and concerns and manage the housing facility. Recently, the PHA has awarded vouchers to developers which offer housing choice/opportunities that are newer and different from the current conditions of the public housing venue. The highlight for the Housing Commission is that the facility is embarking on a revitalization renovation through the RAD (Rental Assistance Demonstration) process offered to PHAs.

Monitoring

This section describes the standards and procedures used to monitor activities and projects to ensure compliance. It explains the process for citizen participation and comprehensive planning efforts.

Standards and procedures utilized to monitor activities carried out in furtherance of the plan to ensure long-term compliance is documenting each application received, tracking demographic information, household size and amounts associated with projects. Monthly we meet with our finance team to compare expenditures and outcomes of our programming. We ensure that all of our accomplishments are entered quarterly and draws are completed on a monthly basis. We ensure that every bid is competitive by soliciting to all trades and selecting the lowest, most reliable bid. All files are reviewed for required documentation and approval for compliance purposes. Another way we ensure compliance is by reviewing policies so that they are current and follow federal guidelines.

The city provides citizens with reasonable notice and an opportunity to comment on performance reports by providing notice to the public at least 10 days in advance for 15-, 20- and 30-day comment periods via social media, company website and email. The city has also started releasing a newsletter to help the community stay informed and offer opportunities to engage. There is also a news blast that allows residents to sign up to receive alerts to receive up to date information in real time.

Other Actions

The purpose of this section is to detail the additional efforts the City of Muskegon takes in addressing barriers to meeting underserved populations' needs, to mitigate negative effects of public policies that serve as barriers to affordable housing, and address lead-based paint hazards among others.

The city is consistently reviewing old zoning policies that negatively affect or create barriers to housing options within the city. The approach taken to complete an updated view of housing choice for our community and developers was achieved through Rezoning parcels in our eligible census tracts. Additionally, our city is designated as a redevelopment ready community. The city is being strategic about creating housing that will fit the needs of every living situation. The city is seeking to adopt Form Based Code throughout additional neighborhoods. This will help to remove barriers to development and allow for additional types of housing like mother-in-law suites, "tiny" homes and mixed-use spaces with housing above. Also, this change will provide property owners with more flexibility to use their property for income generating purposes by allowing for smaller rentals in current residential spaces.

To meet the needs of the underserved, we have become more diligent in ensuring the community has accurate information about programs administered through our offices. We have also engaged in more outreach opportunities with community events with partners and those of our own. We ensure that 211, a local resource that provides citizens

with information about assistance programs and organizations in the community, has accurate information about programs and that all applications are current in person and online. We have also sought to inform a wider audience through television appearances and increased presence on social media platforms.

We seek to address lead-based paint hazards in our community through a state funded program for but mostly, every affordable housing unit produced is cleared of Lead-based paint hazards through abatement and remediation. Our HOME funded units through Rental Rehab or Homebuyers programs address lead as a required feature of renovations. Our programs include this action up front before rehabilitation can take place, and the properties are cleared to ensure safety of future residents. In addition to the above, we have instituted structures into all home repair programs to address lead rather it is paint, water, or sewer lines.

To reduce the number of poverty-level families, we continue to serve on boards and strengthen partnership with our CoC, to stay abreast of needs of the homeless population. the goal is to increase awareness, resources and access to resources while removing barriers.

Our social service agencies in our community have always been a partner to address the needs of our income challenged families. We have worked with the State and local Departments of Health and Human Services, Community Foundation and other nonprofit agencies to meet expressed needs of our citizens. Our services are limited to income qualifying households but we do not limit our coordination to offer and receive referrals from many organizations that focus on housing, health and public needs.

Other Actions Continued –

The City of Muskegon also coordinates with the PHA through the appointments of 3 city staff to the Housing Board. The Board Officers have continued to impress that social service options must be present inside the building. This year, the executive director has managed to enhance the building with the participation of social service partners, local programs that give financial, food resources and social supports onsite as possible because of the pandemic. Institutional structure is developed through trial and success of building a strong community. The city supports organized Neighborhood Associations, BLIGHT fight task force and a number of community relation committees.

Our response to overcoming impediments identified of our jurisdiction is to ensure that we are mindful of the impediments and the negative effects they have on programming and low income families. A lot of our impediments are surrounded around a lack of housing that meets the needs of the community. We are consistently looking into ways to navigate the housing shortage and ensuring that all departments internally are working together to create access to housing as well as working with outside agencies and developers.

HOME Investment PARTNERSHIPS PROGRAM

Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low- income and low-income families. Generally, HOME funds must be matched by nonfederal resources, but the City of Muskegon is exempt from this requirement. The City of Muskegon is considered a participating jurisdiction (PJ) which allows for the use of HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, new construction of housing, and tenant-based rental assistance. Funds must be distributed within the City of Muskegon's boundaries, or in jointly funded projects within the boundaries of contiguous local jurisdictions which serve residents from both jurisdictions (24 CFR 92.201(a)).

Rental Inspections

There were no required inspections scheduled this year.

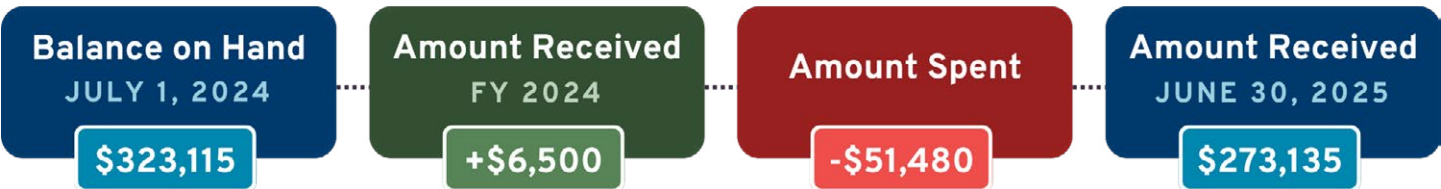
Affirmative Marketing

Recently, the Affirmative Marketing Plan was rewritten to be more detailed. While we have no rental projects that contain five or more rental units, therefore not triggering the affirmative marketing requirements at 24 CFR 92.351, the City of Muskegon believes Affirmative Marketing is crucial to ensure success of our programs. As such, our newly revised plan allows us to be well equipped to market our programs appropriately. Our homebuyer programs adhere to these regulations by utilizing the equal housing opportunity logo on our programs to inform the public of our fair housing practices. We advertise our properties and programs throughout the community via 211, newspaper, online, social media, and by postings. Our assessment of the Affirmative Marketing Plan is that is sufficient at this time.

HOME Investment Partnerships Program Continued –

Program Income

The City of Muskegon acquires program income through the sale of homes to low-income families, rents on city-owned affordable rental properties, lien repayments, and application fees from the Rental Rehabilitation Program. These funds are reinvested into programming to support affordable housing in our community through homebuyer assistance and housing rehabilitation for sale to low-income households. We started the fiscal year on July 1, 2024 with \$106,416.09 in program income from previous years. Through the sale of 769 Catawba and 548 E Dale Ave to income qualifying households and lien repayments, \$273,639.25 was generated in program income. A total of \$47,350.18 was used to assist low-income households toward purchasing homes within the City of Muskegon through the Homebuyer’s Assistance Program, and the remaining \$10,608.98 was used to pay final invoices for Dale and Catawba. All this leaves the city with \$322,096.18 to allocate to future programming in the [2024 Action Plan](#).



Community Development
BLOCK GRANT (CDBG)

This section is meant to detail any changes to program objectives and indications of how the city would change its programs as a result of its experiences. Currently there has not been any changes to in the city of Muskegon’s objectives but we are invested in ensuring all citizens have access to housing that fits their needs and desires. If there is to be a suggested change the objective it would be to ensure that the city is addressing the housing shortage which has been a crisis for this community.

The City of Muskegon has no open Brownfields Economic Development Initiative (BEDI) grants.

Section 3

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD’s policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. The City of Muskegon doesn’t have any projects that trigger Section 3 requirements.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the September 8, 2025, Commission Worksession Meeting, and the September 9, 2025, City Commission Meeting.																		
Detailed Summary & Background:																		
<u>Goal/Action Item:</u>																		
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																		
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			<u>Name the Policy/Ordinance Followed:</u>	
Immediate Division Head																		
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

September 8, 2025 @ 5:30 PM
MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, September 8, 2025.

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Jay Kilgo, Destinee Keener (left at 7:50 p.m.), Willie German, Jr., Rachel Gorman, and Katrina Kochin, City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch.

2025-72 NEW BUSINESS

A. Fisherman's Landing/Third Street Wharf Lake Front Development Manager's Office

For several months, the City Manager and legal counsel have been working with Mart Dock on the potential transition of Fisherman's Landing Campground into a commercial port. A draft of the proposed agreement is available. Please note that the exhibits are not yet finalized, as staff would like Commission feedback before investing resources in their preparation. Final consideration and potential adoption of this agreement is anticipated in November 2025.

Following our public engagement sessions in early 2025, staff continued discussions with the Mart Dock team regarding the potential long-term lease of the Fisherman's Landing campground and its redevelopment into an active port. Before the commission tonight is a draft development agreement that outlines how the arrangement would function.

Key points include:

(Numbers/letters in parentheses refer to the relevant section and subsection of the agreement.)

- The City would lease Fisherman's Landing to Mart Dock for 50 years, with an optional 40-year renewal. Mart Dock would also have the option to purchase the site after 2028. (2 (a))
- The campground will remain in operation until the City closes on/acquires the conversion property (Verplank acreage). (2 (b))
- The City would purchase 2.5 acres of the Third Street Wharf property, using a portion of the \$2.8 million state appropriation to cover costs. (3)
- The City would agree to riparian restrictions at Third Street Wharf to safeguard docking (cruise ships) and launching activities. (3 (a))

Funding:

- The City will sponsor or co-sponsor with Mart Dock grants for port infrastructure at Fisherman's Landing (most likely Port Infrastructure Development grants). (6)
- The City would be compensated for the Fisherman's Landing property and use those funds to acquire the Verplank property (with additional funding required to complete the purchase). (2 (d))
- The \$2.8 million state enhancement grant (of which the City already holds one-quarter) would support: (5)
 - Acquisition and improvements to the City-acquired Third Street property
 - A minimum of 50%—or \$1 million, whichever is greater—for sewer relocation and preservation of the LST and Silversides
- If Mart Dock/the City secures a Port Infrastructure Development Grant and operations begin at Fisherman's Landing, Mart Dock must cease operations at Mart Dock Proper within five years (extendable one year at a time at the City Manager's discretion). (2 (g))
- A deed restriction would be placed on the Mart Dock Parcel, requiring commission approval to amend or remove. This restriction runs with the land and applies to current and future owners. (2 (h))
 - **Prohibited uses:** All port operations, including cargo handling, container storage, freight loading/unloading, and related logistics
 - **Permitted uses:**

- Cruise ship operations and related activities
- Boat storage, service, and repair (current allowable use under zoning via Special Land Use)
- Marinas (by-right use under current zoning)
- Mart Dock Proper would be rezoned to Waterfront Industrial PUD (zoning ordinance), with final approval to occur alongside the agreement. (2 (e))
- Fisherman's Landing would also be rezoned to Waterfront Industrial PUD at the same time. This is not explicitly stated in the agreement because, as property owner, the City has sole authority to initiate the rezoning.

This summary highlights the main elements of the agreement. Staff will present additional details at Monday night's work session, providing context and connecting this draft to the earlier public engagement presentations.

City Manager Jonathan Seyferth gave the presentation and answered questions.

Chuck Canestraight, Lead Executive Operator for Mart Dock spoke on the proposed agreement.

PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The Commission Worksession Meeting adjourned at 9:55 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

September 9, 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, September 9, 2025. Pastor Duane E. Bennett from Mount Zion Church of God in Christ, 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 Willie German, Jr., Rachel Gorman, Katrina Kochin, Jay Kilgo, and Destinee Keener, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch

2025-73 HONORS, AWARDS, AND PRESENTATIONS

A. Proclamation for Constitution Week Manager's Office

To issue a Proclamation recognizing Constitution Week, September 17-23, 2025. Mayor Johnson read the resolution and then presented it to the National Society Daughters of the American Revolution who were in attendance.

B. 2025 Community Life Survey for Muskegon County Manager's Office

Access Health will provide information on the survey and encourage all to participate.

The survey will gather information on people's work, health, money, stresses, and daily life with the goal of helping agencies identify gaps in services. Allison Revell and Jennifer Barangan from Access Health gave a presentation and asked the community to fill out the survey.

2025-74 PUBLIC HEARINGS

A. Neighborhood Enterprise Zone Certificates - 973 Ducey Ave., 983 Ducey Ave., and 1003 Ducey Ave. Economic Development

Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for a new construction home at 973 Ducey Ave., 983 Ducey Ave., and 1003 Ducey Ave.

Stephens Homes and Investments has submitted three applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 973 Ducey Ave., 983 Ducey Ave., and 1003 Ducey Ave. The proposed sale prices are \$200,000 each for 973 and 983 Ducey, and \$225,000 for 1003 Ducey.

These properties were previously owned by the City of Muskegon. The applicant has met all local and state requirements for the issuance of NEZ certificates. The Neighborhood Enterprise Zone Act provides for the development and rehabilitation of residential housing located within eligible distressed communities. Approval of these applications would grant the future property owners a tax abatement that reduces their property taxes by approximately 50% for up to 15 years.

STAFF RECOMMENDATION: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 973 Ducey Ave., 983 Ducey Ave., and 1003 Ducey Ave and authorize the City Clerk and Mayor to sign the applications and resolutions.

The public hearing opened to hear and consider any comments from the public. Comments were heard from Dr. Starr.

Motion by Commissioner Keener, second by Commissioner Kilgo, to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 973 Ducey Ave., 983 Ducey Ave., and 1003 Ducey Ave and authorize the City Clerk and Mayor to sign the applications and resolutions.

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

MOTION PASSES

B. Neighborhood Enterprise Zone Certificate - 535 Yuba St. Economic Development

The staff are requesting the approval of a Neighborhood Enterprise Zone (NEZ) certificate for 15 years for a new construction home at 535 Yuba St.

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Terri Kitchen for a new construction home at 535 Yuba St. The cost of construction is \$200,000. 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 (NEZ) certificate for 15 years at 535 Yuba 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 Kochin, second by Commissioner Keener, to close the public hearing and approve the Neighborhood Enterprise Zone (NEZ) certificate for 15 years at 535 Yuba St. and authorize the City Clerk and Mayor to sign the certificate and resolution.

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

MOTION PASSES

C. Establishment of a Commercial Redevelopment District - 173, 175, & 177 W. Clay Ave. Economic Development

Pursuant to Public Act 255 of 1978, as amended, S&S Properties has requested the establishment of a Commercial Redevelopment District.

S&S Properties has requested the establishment of a Commercial Redevelopment District. Creating the district will enable the property owner to apply for a Commercial Facilities Exemption Certificate. If approved, the certificate will freeze the taxable value of the building and exempt the new real property investment from local property taxes for the duration of the exemption.

The proposed redevelopment will provide space for multiple commercial businesses in the downtown area, supporting continued investment, job creation, and economic vitality within the district.

STAFF RECOMMENDATION: I move to close the public hearing and approve the establishment of the Commercial Redevelopment District for 173, 175, & 177 W Clay Ave, and authorize the Mayor and City Clerk to sign the 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 German, to close the public hearing and approve the establishment of the Commercial Redevelopment District for 173, 175, & 177 W Clay Ave, and authorize the Mayor and City Clerk to sign the resolution.

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

MOTION PASSES

D. Issuance of a Commercial Facilities Exemption Certificate - 175 & 177 W. Clay Ave. Economic Development

Pursuant to Public Act 255 of 1978, as amended, S&S Properties has requested the issuance of a Commercial Facilities Exemption Certificate. The certificate will freeze the taxable value of the building and exempt new real property investment from local taxes.

S&S Properties plans to rehabilitate a 5,300 sq. ft. building beginning in September 2025. The project represents a \$200,000 real property investment and is expected to create between one (1) and five (5) jobs.

The applicant intends to retain existing tenants in the building while activating currently vacant space for other smaller, locally owned businesses.

A public hearing on the establishment of the Commercial Redevelopment District is scheduled for the September 9, 2025, City Commission meeting.

The Internal Tax Committee has reviewed the application and, based on their findings and calculations, recommends approval of the resolution for a term of four (4) years for real property. The applicant has submitted all required documentation.

It should be noted that 173 W. Clay Ave. is not included in this exemption, as work has already commenced on that unit, rendering it ineligible for a PA 255.

STAFF RECOMMENDATION: I move to close the public hearing and approve a four (4) year Commercial Facilities Exemption Certificate for S&S Properties, and authorize the Mayor and City Clerk to sign the 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 a four (4) year Commercial Facilities Exemption Certificate for S&S Properties, and authorize the Mayor and City Clerk to sign the resolution.

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

Nays: None

MOTION PASSES

E. Amendment to City of Muskegon Scattered Site Infill Housing Brownfield Plan Economic Development

City staff are adding lots acquired since the last update to the Scattered Site Brownfield Plan to ensure that all appropriate TIF revenue is captured to reimburse for eligible activities.

The City of Muskegon has been utilizing Brownfield TIF to recapture eligible

activities on infill housing in neighborhoods for several years, and is considered a statewide leader in neighborhood infill and reinvestment. The document that allows us to utilize TIF is the approved Scattered Site Infill Housing Plan Amendment. This latest plan amendment has been approved by the City of Muskegon Brownfield Redevelopment Authority at their meeting taking place before this commission meeting on 9/9/2025.

This 5th Amendment to the City of Muskegon Scattered Site Infill Housing Brownfield Plan adds 71 vacant residential lots and removes Froebel School from the plan. Froebel is being redeveloped as a LIHTC apartment complex and does not make sense for the scattered site housing TIF.

In previous amendments we have removed other city owned large format sites such as 1095 Third Street and 880 First Street as they had projects come up. This should be the last amendment for several years as we finish infilling lots under public control. From there, staff will focus on property acquisition of the remaining 500 +/- privately held vacant buildable lots in our neighborhoods, which could require further amendments.

STAFF RECOMMENDATION: Motion to close the public hearing and approve the 5th Amendment to the City of Muskegon Scattered Site Infill Housing Brownfield Plan Amendment as presented.

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

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to close the public hearing and approve the 5th Amendment to the City of Muskegon Scattered Site Infill Housing Brownfield Plan Amendment as presented.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2025-75 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the August 26, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

D. Resolution for Charitable Gaming License - Fresh Coast Alliance City Clerk

Fresh Coast Alliance 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. Fresh Coast Alliance is a non-profit that exists to help those formerly incarcerated and individuals in addiction recovery. They collaborate with like-minded individuals, businesses, and organizations to transform destructive cycles of crime and addiction into productive lifestyles of meaningful employment, responsible citizenship, and healthy choices.

STAFF RECOMMENDATION: Approval of the resolution for a Charitable Gaming License.

E. Amendment to the Planned Unit Development (PUD) at Harbour Towne - Changes to the Restaurant at 3505 Marina View Point. (SECOND READING) Planning

Request for an amendment to the PUD to install coolers, build a compactor enclosure, relocate and expand the outside bar, and add a fenced-in smoking area, at 3505 Marina View Point (Dockers).

The restaurant (formerly Dockers) is located within the Harbour Towne PUD. Any changes to the footprint of the building require an amendment to the PUD.

The site plan includes the following changes to the PUD:

- An additional cooler/freezer area will be added near the NE corner of the property.
- The outdoor tiki bar will be slightly increased in size (to 480 sf) and will also be slightly realigned to fit within the property line.
- A fence will be installed and will be used for an outdoor smoking area for patrons.
- The existing dumpster and enclosure will be removed and be replaced with a slightly larger trash compactor and enclosure (12' x 40').

Notice was sent to all properties within 300 feet. Staff did not receive any comments from the public.

Staff Recommendation

Staff recommend approval of the PUD amendment with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall.

Planning Commission Recommendation

The Planning Commission unanimously recommended in favor of the request with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall.

STAFF RECOMMENDATION: I move to approve the request to amend the Planned Unit Development at Harbour Towne with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall.

G. DDA Class C Liquor License - OB's Southern Brunch House - 379 W. Western Ave., Suite 102 Economic Development

OB's Southern Brunch House has requested a Downtown Development Authority (DDA) Class C On-Premise Liquor License for their location at 379 W. Western Avenue, Suite 102. The Michigan Liquor Control Commission permits the issuance of additional liquor licenses within DDA districts when certain conditions are met.

OB's Southern Brunch House plans to make a \$150,000 investment in the building and will operate a full-service restaurant with seating for approximately 80 guests indoors and 20 guests on the outdoor patio.

STAFF RECOMMENDATION: I move to approve the Downtown Development Authority Class C On-Premise Liquor License for 379 W. Western Ave., Suite 102 and authorize the Mayor and City Clerk to sign the resolution.

H. Contract Award - H92507 Western Ave., 8th to Terrace Resurfacing DPW- Engineering

Staff requests authorization to enter into a contract with Michigan Paving and Materials in the amount of \$609,849.95 for road resurfacing work on Western Ave. from 8th to Terrace.

Bids were solicited for a construction project to resurface Western in the downtown area; 8th to Terrace. Michigan Paving provided the low bid. While the project did come in about \$100,000 over the projected budget, the major streets fund has the ability to cover the shortfall from its fund balance and staff are confident this pricing is accurate given the competitive bids received. The project is planned to be done in two phases, with one this fall from 8th to 4th and the second next fall (the fall of 2026) from 4th to Terrace. Staff will work with the contractor to confirm this phasing plan and make adjustments as needed. The project has been designed and phased in a way to minimize disruption to downtown residents and businesses.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Michigan Paving and Materials in the amount of \$609,849.95 for road resurfacing work on Western Ave. from 8th to Terrace.

Motion by Commissioner German, second by Commissioner Kilgo, to adopt the Consent Agenda as presented minus items B, C, and F.

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

MOTION PASSES

2025-76 ITEMS REMOVED FROM THE CONSENT AGENDA

B. Rezoning of Properties Along Peck St. and its Side Streets, from Apple Ave. to Laketon Ave., to Form Based Code. Planning

Staff-initiated request to rezone the following properties: 1181 Ransom St, 1200 Ransom St, 1176 Peck St, 1196 Peck St, 1208 Peck St, 1222 Peck St, 1250 Peck St, 1259 Peck St, 1275 Peck St, 1299 Peck St, 1302 Peck St, 1309 Peck St, 1314 Peck St, 1319 Peck St, 1322 Peck St, 1334 Peck St, 1337 Peck St, 1342 Peck St, 1347 Peck St, 1365 Peck St, 1377 Peck St, 1391 Peck St, 1410 Peck St, 1415 Peck St, 1422 Peck St, 1435 Peck St, 1440 Peck St, 1443 Peck St, 1470 Peck St, 1502 Peck St, 1516 Peck St, 1532 Peck St, 1542 Peck St, 1562 Peck St, 1576 Peck St, 1586 Peck St, 1596 Peck St, 1604 Peck St, 1624 Peck St, 1625 Peck St, 1632 Peck St, 1633 Peck St, 1640 Peck St, 1643 Peck St, 1649 Peck St, 1652 Peck St, 1659 Peck St, 1660 Peck St, 1669 Peck St, 1670 Peck St, 1691 Peck St, 1705 Peck St, 1715 Peck St, 1725 Peck St, 1735 Peck St., 19 Irwin Ave, 22 E. Southern Ave, 23 Strong Ave, 24 Morrall Ave, and 32 Iona Ave, from RM-1, Low Density Multiple-Family Residential to Form Based Code, Neighborhood Edge; 1765 Peck St, 1781 Peck St, Parcel # 61-24-205-465-0006-10, and 1778 Sanford St, from B-4, General Business, to Form Based Code, Neighborhood Core; 180 E. Laketon Ave and 1752 Peck St from B-4, General Business and MC, Medical Care, to Form Based Code, Neighborhood Edge; and 36 Catherine Ave, 1366 Peck St, 1378 Peck St, 1386 Peck St, 1394 Peck and 1469 Peck St from B-1, Limited Business, to Form Based Code, Neighborhood Edge.

The RM-1 zoning designation poses many problems for existing buildings/businesses along Peck St. The biggest issue with this zoning designation is that nearly all the properties are considered legally non-conforming (grandfathered) because they do not meet the area and bulk requirements. Nearly every property falls short of the following requirements: minimum lot width of 100 feet, maximum building width of 50% (as a portion of lot width), and minimum lot size of 10,890 sf. Many others do not meet the minimum side yard setback requirements of 8, 10, or 12 feet (depending on height of building). These non-conformities can cause issues such as limiting expansion efforts, refinancing problems, and property sales problems. The FBC-NE designation is similar to the RM-1 designation in that it allows many of the same uses, while also limiting buildings to the same height, which is three stories. Staff are recommending that a few of the parcels closer to Laketon Ave. be rezoned to FBC-NC to allow for more density closer to the Laketon Ave. corridor. This designation allows for larger buildings up to five stories and could encourage denser housing options along public transit routes.

The B-1 zoning designation is very limiting to the existing businesses in the area. The uses allowed are very limiting, only allowing smaller-type businesses that serve the adjacent residential area. It also limits each use to a maximum of 2,500 sf. Also, none of the businesses between Irwin and Isabella meet the required front and side setback requirements. These buildings are built to the correct scale and placement for walkability, even though it goes against the

existing zoning requirements. A rezoning to FBC-NE would bring these buildings into conformity and allow for a greater variety of businesses.

Staff held a focus group with affected property owners in June about the potential of a rezoning. There were about 15 participants at the meeting, all of whom agreed that the rezoning effort would positively affect their situations. The maps depict the current and proposed zoning of the parcels along Peck St. The map is broken down into North Peck and South Peck to make it easier to view.

Notice was sent to all properties within 300 feet of each parcel to be rezoned. Staff did not receive any comments before the public hearing at the Planning Commission meeting.

The Planning Commission unanimously recommended approval of the request at their August 14 meeting.

STAFF RECOMMENDATION: I move the request to rezone the properties as listed be approved.

Motion by Commissioner Kochin, second by Commissioner Kilgo, that the request to rezone the properties as listed be approved.

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

MOTION PASSES

C. Rezoning of Properties on Lakeshore Dr. and Edgewater St. to Form Based Code. Planning

Staff-initiated request to rezone 3172 Edgewater St, 3182 Edgewater St, 2976 Lakeshore Dr, 2984 Lakeshore Dr, 2986 Lakeshore Dr, 3002 Lakeshore Dr, 3084 Lakeshore Dr, 3088 Lakeshore Dr, and 3092 Lakeshore Dr, from WM, Waterfront Marine to Form Based Code, Lakeside Mixed Residential.

This request is intended to bring the houses in this area into conformity. The properties are zoned Waterfront Marine (WM), but this zoning designation does not allow for housing. However, it does allow for marinas. Staff were unsure of the future plans of these property owners, so a focus group was held in June to determine the best path forward in terms of zoning. At the meeting, staff learned that some property owners intend to use their land only for housing, while others would like to run a marina along with housing on the same site. Staff determined that the best path forward would be to rezone the properties to a zoning designation that allows for housing and marinas. The Form-Based Code, Lakeside Mixed Residential district allows for housing (up to six units) and a recent zoning amendment will now allow for marinas (only on properties that have Muskegon Lake frontage).

There were two recent requests that helped staff realize there was an issue with the current zoning. The property at 2984 Lakeshore Dr. was recently forced to obtain a variance to rebuild their house, since houses are not allowed in WM districts. Although the variance was granted, they were still restricted in terms of where the house could be placed, since the side setback requirements are a minimum of 10 feet for a two-story house. Also, the owner of 3092 Lakeshore Dr recently demolished the house on the site with the intention of rebuilding another housing structure. Without a rezoning, it is very likely that these issues will continue to surface.

The future land use map in the master plans identifies this area as "Lakeshore," which is defined as mixed-use along the waterfront. This new zoning designation would allow for housing, marinas, and other commercial uses. Notice was sent to everyone within 300 feet of the affected properties. Staff did not receive any comments from the public before the public hearing at the Planning Commission meeting.

The Planning Commission unanimously recommended approval of the request at their August 14 meeting.

STAFF RECOMMENDATION: I move the request to rezone the properties as listed be approved.

Motion by Commissioner Kochin, second by Commissioner Kilgo, that the request to rezone the properties as listed be approved.

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

Nays: None

MOTION PASSES

F. Sun Day - New Event at Pere Marquette DPW- Parks and Recreation

Sun Day is a new event seeking permission to be at Pere Marquette on September 21, 2025.

Sun Day is a new event proposed at Pere Marquette this year. According to the Special Event Policy, all new events at Pere Marquette must be approved by the Commission. Organizations Third Act Michigan, Indivisible by the Lakeshore, and Indy Next Gen are organizing an event to celebrate solar and renewable energy as part of the national Sun Day celebration. They are seeking permission to use approximately 10 parking spaces by the new bathrooms at the roundabout. There will be a few displays and activities focused on solar energy in the parking lot. At the end of the event, attendees are invited onto the beach to form the word "protect" with a photo being taken from a drone.

STAFF RECOMMENDATION: I move to approve the Sun Day event at Pere

Marquette on Sunday, September 21, 2025.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to approve the Sun Day event at Pere Marquette on Sunday, September 21, 2025.

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

MOTION PASSES

ANY OTHER BUSINESS

Commissioner German stated that the Moses Jones Expressway sign was removed during construction and has not been replaced.

Commissioner Keener stated that the street signs from Delano to Barney have not been put back up in her Neighborhood.

Commissioner Kochin stated the Tree City USA sign has disappeared in the Glenside Neighborhood. She also mentioned that Muskegon County Emergency Response is holding a seven week training from 9-17-25 to 10-29-25 from 6-9 p.m.

Commissioner Kilgo stated that in reference to the Constitutional Week Proclamation he hopes the City of Muskegon upholds to the Constitution regardless of the Supreme Court's recent decision that racial profiling is ok. It is not ok here in the City of Muskegon.

Mayor Johnson stated he may not be at the Planning Commission on Thursday. He has been asked to speak at the Mott Foundation in Flint reference Muskegon and Muskegon Lakes clean up and restoration. He will not be at the 9-23-25 Commission Meeting, Vice Mayor St.Claire will chair the meeting. He will be going to New York City as part of the Great Lakes St. Lawrence Cities initiative. He was recently elected to the Board of Directors.

City Manager Jonathan Seyferth stated the City of Muskegon millage rate in Muskegon Public Schools is the fourth lowest of the five Cities in the Metro. He also asked the Commission about their take on the 9-8-25 Worksession Meeting about Fisherman's Landing, Third Street Wharf, the Mart Dock before we engage in doing further negotiations.

Mayor Johnson stated he has reservations about the draft agreement as proposed, not committed to voting in favor at this time.

Commissioner Kilgo stated we are close. Would like to see a time table for getting construction started after the grant is approved.

Vice Mayor St.Claire stated that she agrees that the general framework is there, but there are definitely still some questions.

Commissioner Kochin stated that there are still a lot of unanswered questions. At this time, she would not want to move forward. That doesn't mean she's not willing to have a conversation in the future.

Commissioner German stated he thought it was a good discussion. He is not sold at this time. There are too many unknowns.

Commissioner Keener stated she is good.

Commissioner Gorman stated she is in support of staff moving forward and giving us an actual proposal. Move forward on the exhibits.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 7:25 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Sale of 159 E Laketon															
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning															
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 159 E Laketon to Arturo Ramirez.																
Detailed Summary & Background: Arturo Ramirez would like to purchase the City-owned buildable lot at 159 E Laketon for \$8,550 (75% of the True Cash Value of \$11,400) plus half of the closing costs, and the fee to register the deed. The lot will be split into two 62.5' x 50' lots. Arturo will be constructing a single-family home on each of the properties.																
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
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: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></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: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></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 159 E Laketon to Arturo Ramirez.																
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> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		Communication			Legal Review			Name the Policy/Ordinance Followed: Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property
Immediate Division Head	x															
Information Technology																
Other Division Heads	x															
Communication																
Legal Review																

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **September 23, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Arturo J. Figueroa Ramirez**, of 68 Cottage Place Apt. 2, Long Branch NJ, 07740, (“Developer”), with reference to the following facts:

Background

A. City is the owner of one (1) buildable lot, being 159 E Laketon, more specifically described in attached **Exhibit A**. Prior to closing, City shall split the lot into two (2) lots, more specifically described in attached Exhibit B.

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

C. 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 a single-family house (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 Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$8,550.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 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 159 E Laketon, Developer would be reimbursed \$5,130.00, which is 60% of the \$8,550.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire 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 house 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 Property and beginning installation of the approved single-family home.

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 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 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 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 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 properties, 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: Arturo J. Figueroa Ramirez
68 Cottage Place Apt 2
Long Branch, NJ 07740
Fira660210@gmail.com

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

ARTURO J. FIGUEROA RAMIREZ

By: _____

Name: Ken Johnson

Title: Mayor

Dated: _____

By: _____

Name: Arturo J. Figueroa Ramirez

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:

**Legal Description: CITY OF MUSKEGON PLAT A MUSKEGON HTS W 1/2 LOTS 23 & 24
BLK 3**

Address: 159 E LAKETON AVE, MUSKEGON, MI 49442

Parcel #: 61-24-675-003-0023-00

Price: \$8,550.00

(TO BE SPLIT INTO TWO BUILD-ABLE LOTS)

Exhibit B

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 PLAT A MUSKEGON HTS W 1/2 LOT 24
BLK 3**

Address: 159 E LAKETON AVE, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$4,275.00

**Legal Description: CITY OF MUSKEGON PLAT A MUSKEGON HTS W 1/2 LOT 23
BLK 3**

Address: 1818 LEAHY ST, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$4,275.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Sale of 452 Adams																
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning																
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 452 Adams to West Michigan Construction Exchange Company, LLC.																	
Detailed Summary & Background: West Michigan Construction Exchange Company, LLC would like to purchase the City-owned buildable lot at 452 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. West Michigan Construction Exchange Company, LLC will be constructing a duplex on the property.																	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business																	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																	
Amount Requested: n/a	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="8" style="padding: 2px;">Budgeted Item:</td> </tr> <tr> <td style="width: 25%; padding: 2px;">Yes</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;">No</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;">N/A</td> <td style="width: 25%; padding: 2px;">x</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;"></td> </tr> </table>	Budgeted Item:								Yes		No		N/A	x		
Budgeted Item:																	
Yes		No		N/A	x												
Fund(s) or Account(s): n/a	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="8" style="padding: 2px;">Budget Amendment Needed:</td> </tr> <tr> <td style="width: 25%; padding: 2px;">Yes</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;">No</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;">N/A</td> <td style="width: 25%; padding: 2px;">x</td> <td style="width: 25%; padding: 2px;"></td> <td style="width: 25%; padding: 2px;"></td> </tr> </table>	Budget Amendment Needed:								Yes		No		N/A	x		
Budget Amendment Needed:																	
Yes		No		N/A	x												
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 452 Adams to West Michigan Construction Exchange Co																	
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">Immediate Division Head</td> <td style="width: 30%; padding: 2px; text-align: center;">x</td> </tr> <tr> <td style="padding: 2px;">Information Technology</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Other Division Heads</td> <td style="padding: 2px; text-align: center;">x</td> </tr> <tr> <td style="padding: 2px;">Communication</td> <td style="padding: 2px;"></td> </tr> </table>	Immediate Division Head	x	Information Technology		Other Division Heads	x	Communication		Name the Policy/Ordinance Followed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential</td> </tr> </table>	Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential							
Immediate Division Head	x																
Information Technology																	
Other Division Heads	x																
Communication																	
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential																	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **September 23, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **West Michigan Construction Exchange Company, LLC**, a Michigan limited liability company, of 921 N Division Ave, Grand Rapids, MI 49503 (“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 452 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: West Michigan Construction Exchange Company, LLC
Thomas Host
921 N Division Ave
Grand Rapids, MI 49503
Email: TomHost@transmi.com
Cell: 616-304-2031

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

WEST MICHIGAN CONSTRUCTION EXCHANGE
COMPANY, LLC

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

By:  _____
Name: Thomas Host, Manager
Dated: 9/11/25

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 33 FEET LOT 5
WEST 16.5 FEET LOT 4 BLOCK 7 & EAST 49.5 FEET OF WEST 346.5 FEET OF SOUTH 100
FEET BLOCK 5**

Address: 452 ADAMS AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-007-0005-01

Price: \$3,000.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Sale of 460 Adams																
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning																
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 460 Adams to West Michigan Construction Exchange Company, LLC.																	
Detailed Summary & Background: West Michigan Construction Exchange Company, LLC would like to purchase the City-owned buildable lot at 460 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. West Michigan Construction Exchange Company, LLC will be constructing a duplex on the property.																	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business																	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																	
Amount Requested: n/a	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="8" style="padding: 2px;">Budgeted Item:</td> </tr> <tr> <td style="width: 25%; padding: 2px;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">No</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">N/A</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">x</td> <td style="width: 10%;"></td> </tr> </table>	Budgeted Item:								Yes		No		N/A		x	
Budgeted Item:																	
Yes		No		N/A		x											
Fund(s) or Account(s): n/a	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="8" style="padding: 2px;">Budget Amendment Needed:</td> </tr> <tr> <td style="width: 25%; padding: 2px;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">No</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">N/A</td> <td style="width: 10%;"></td> <td style="width: 25%; padding: 2px;">x</td> <td style="width: 10%;"></td> </tr> </table>	Budget Amendment Needed:								Yes		No		N/A		x	
Budget Amendment Needed:																	
Yes		No		N/A		x											
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 460 Adams to West Michigan Construction Exchange Co																	
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">Immediate Division Head</td> <td style="width: 10%; text-align: center; padding: 2px;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td style="padding: 2px;">Information Technology</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">Other Division Heads</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td style="padding: 2px;">Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		Communication			Name the Policy/Ordinance Followed: Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential				
Immediate Division Head	x																
Information Technology																	
Other Division Heads	x																
Communication																	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **September 23, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **West Michigan Construction Exchange Company, LLC**, a Michigan limited liability company, of 921 N Division Ave, Grand Rapids, MI 49503 (“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 460 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: West Michigan Construction Exchange Company, LLC
Thomas Host
921 N Division Ave
Grand Rapids, MI 49503
Email: TomHost@transmi.com
Cell: 616-304-2031

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

WEST MICHIGAN CONSTRUCTION EXCHANGE
COMPANY, LLC

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

By:  _____
Name: Thomas Host, Manager
Dated: 9-11-25

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 49.5 FEET LOT 4
BLOCK 7 & EAST 49.5 FEET OF WEST 396 FEET OF SOUTH 100 FEET BLOCK 5**

Address: 460 ADAMS AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-007-0004-01

Price: \$3,000.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Police Department Employment Retainer Bonus							
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: In recognition of the City of Muskegon Police Officer's tremendous work performed amidst extraordinary circumstances and to ensure the Muskegon Police Department continues to retain compassionate, professional, ethical and community-focused officers for the enhancement of quality of life for all residents and visitors, the City of Muskegon is proposing to give current officers a one-time \$5,000 Employment Retainer Bonus.								
Detailed Summary & Background: The Muskegon Police Department, like many departments nationwide, has experienced staffing shortages. Despite these challenges, our officers and command staff have continued to provide exceptional service to the community. To recognize their dedication, the City of Muskegon proposes providing a one-time Employment Retainer Bonus of \$5,000 to all current sworn officers and command staff (66 employees total). The bonus will be distributed in two installments of \$2,500 each: • The first installment will be paid during the second pay period in October 2025. • The second installment will be paid during the second pay period in June 2026. Funding for this initiative will come from the Police Department's salary budget, which currently allocates for 71 sworn officers.								
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$330,000	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:							

101-30-703	<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 move to approve the one-time \$5,000 Employment Retainer Bonus for all eligible sworn officers of the Muskegon Police Department.																					
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			<u>Name the Policy/Ordinance Followed:</u>			
Immediate Division Head																					
Information Technology																					
Other Division Heads																					
Communication																					
Legal Review																					

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) effective on September ___, 2025 (the “Effective Date”) by and between the City of Muskegon (“Employer”) and the Fraternal Order of Police Labor Council (“Union”) representing the City of Muskegon Police Officers (the Employer and Union together herein as the “Parties”) provides terms for a retention incentive for experienced Muskegon Police Department Officers.

NO PRECEDENT

This memorandum is established in response to the open Police Officer vacancies currently existing at the Muskegon Police Department and resulting staffing shortage. This Memorandum is not intended to set a precedent for similar circumstances in the future.

SCOPE

This Memorandum covers all Muskegon Police Officers bargaining unit members.

AGREEMENT

In recognition of the City of Muskegon Police Officer’s tremendous work performed amidst extraordinary circumstances and to ensure the Muskegon Police Department continues to retain compassionate, professional, ethical and community-focused officers for the enhancement of quality of life for all residents and visitors, the Parties agree to the following terms:

1. Actively employed regular full-time sworn patrol officers in the Muskegon Police Department who have completed the probationary period by December 31, 2027 shall receive a one-time Employment Retainer Bonus, in two (2) installments of \$2,500, subject to normal withholding and subject to the terms and conditions of this MOU.
 - a. Regular full-time patrol officers that have received, or will be receiving the one-time lateral signing bonus are not eligible for the retention bonus.
2. Employees have the option to receive the two installments of \$2,500 as either cash payments or 100% contribution into a 457(b) deferred compensation program.
3. The first installment of the Employment Retainer Bonus shall be paid to all eligible employees during the second pay period in October, 2025. The second installment shall be paid during the second pay period in June 2026.
4. Employees who become eligible for the bonus between January 1, 2026 and December 31, 2026 shall be paid the first installment no later than January 16, 2027. Employees who become eligible for the bonus between January 1, 2027 and December 31, 2027 shall be paid the first installment no later than January 20, 2028.

5. Employees must remain actively employed in a full-time sworn patrol officer position at the City of Muskegon Police Department and maintain their police officer license for eight (8) months following receipt of the Retainer Bonus (commitment period) or they will be required to reimburse the City the entire Retainer Bonus amount subject to the following exceptions:
 - a. An employee who separates employment prior to the commitment period end date due to disability or death will not be required to reimburse the City for any portion of the Retainer Bonus.
 - b. When an Employee's employment is involuntarily terminated for cause during the commitment period, the Employee will be required to reimburse the City a prorated portion of their retainer bonus on months remaining in the commitment period.
 - c. An Employee who retires with a full service retirement, in accordance with the City's pension plan and provides a 30-day written notice.
6. Any Employee who is obligated to reimburse any or all of the retainer bonus authorizes the City to deduct the amount owed from the Employee's final paycheck up to the maximum extent allowed by law. If the Employee's final paycheck is insufficient to cover the amount owed, the Employee agrees to reimburse the City for the full amount owed within fourteen (14) calendar days from the end of their employment.
7. Any disputes regarding the interpretation or application of this Agreement shall be resolved pursuant to the applicable grievance procedure contained in the Parties' collective bargaining agreement.
8. Employees may elect not to receive the retainer bonus by signing the waiver form attached in Exhibit B. This election is final.
9. Unless the parties mutually agree to extend this MOU, this MOU will expire by its own terms on December 31, 2027.

AGREEMENT

POLICE OFFICERS LABOR COUNCIL:

By: _____

COMMAND OFFICERS LABOR COUNCIL:

By: _____

CITY OF MUSKEGON

By: _____

Exhibit B

City of Muskegon

Employment Retainer Bonus Waiver Form

Name: _____

Waiver Statement

My signature below certifies that I am voluntarily waiving receipt and payment of the Employment Retainer Bonus. I understand that this waiver is permanent and cannot be revoked.

Signature: _____

Date: _____

Payout Options – please choose ONE of the following options.

☐ Cash	• 100% cash payment made directly to employee. • Payment is made AFTER all applicable taxes.
☐ Mission Square	• 100% payment made to a 457(b) deferred compensation program. • Contribution is made BEFORE applicable taxes.
☐ Empower	
☐ MERS	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Amendment to Engineering Services for Lift Station Improvements Project							
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works							
Brief Summary: Staff requests approval to sign an amendment to Fleis & VandenBrink's contract in the amount of \$28,000 adding engineering services for the Beach Street and Barney Avenue Lift Stations Improvements								
Detailed Summary & Background: Fleis & VandenBrink is currently designing improvements for our Industrial Park Lift Station and Sherman Boulevard Lift Station to be bid later this year for construction in the first half of 2026. During the design process, discussion of other lift stations within the city prompted staff to have Fleis & VandenBrink evaluate the Beach Street and Barney Avenue lift stations. As a result of these evaluations, staff would like to have improvements completed at these two Lift Stations as well. Due to the similar work currently being completed by Fleis & VandenBrink, are looking to add this work to their current contract. This will allow the work to be bid as a single project for all four stations, saving time, administrative effort and dollars during the construction phase next summer. Additional lift station work was anticipated in the capital improvement plan; this work and the construction are budgeted.								
Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$28,000	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): 590 (Sewer)	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: Move to approve staff to sign an amendment to Fleis & VandenBrink's contract in the amount of \$28,000 adding engineering services for the Beach Street and Barney Avenue Lift Stations Improvements								
Approvals:	Name the Policy/Ordinance Followed:							

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

August 7, 2025

Via Email: todd.myers@shorelinecity.com

Todd Myers, Deputy Director of Public Works
City of Muskegon
933 Terrace Street
Muskegon, MI 49443

**RE: Beach and Barney Lift Stations Improvements
Design and Construction Engineering Services**

Dear Todd:

We understand the City of Muskegon (City) would like to complete improvements to the Beach and Barney lift stations based on our evaluation and recommendations provided in a memo dated July 18, 2025. The improvements include:

Beach Lift Station:

- Control upgrades to PLC and allow automatic alternating lead pump
- Upsize pump conduits
- Install wet well safety grate
- Install valve chamber sump pump
- Install pump lifting chains
- Install pressure gauges

Barney Lift Station:

- Paint control panel
- Install pump lifting chains
- Install pressure gauges on discharge piping

Fleis & VandenBrink proposes the following scope of services to complete design and construction engineering services for Beach and Barney lift stations. As discussed with the City the intent is that the Beach and Barney lift stations would be added, by change order, to the selected contractor for Industrial Park and Sherman lift stations scope of work.

SCOPE OF SERVICES

Design and Bidding Services

- Gather and review record plans, private utility information, and any available records pertinent to each lift station.
- Perform site visit to confirm existing conditions.
- Complete lift station detail design, incorporating proposed improvements within each station.
- Prepare construction plans and specifications.
- Review draft plans and specifications with the City.
- Incorporate City review comments.
- Submit for EGLE Part 41 permit (City to pay permit fees, if any).
- Prepare estimate of probable costs.

**316 Morris Ave., Suite 230
Muskegon, MI 49440
P: 231.726.1000
F: 231.726.2200
www.fveng.com**

- On behalf of the City, request pricing from the selected contractor for the Industrial Park and Sherman lift station project.
- Prepare the change order to add the scope of work to the Industrial Park and Sherman agreement.

Construction Engineering Services

- Schedule and attend preconstruction meeting with representatives from the City, utility companies, and the selected contractor. Prepare meeting minutes.
- Track and review project submittals.
- Respond to RFI's, prepare payment applications, and change orders as necessary.
- Schedule and attend progress meetings with representatives from the City and selected contractor as necessary. Prepare meeting minutes.
- Provide part-time resident project representative.
- Upon project completion conduct a walk-through for each station to identify any remaining work that needs to be completed.
- Prepare record drawings.

We propose to do the above scope of service for a lump sum fee of **\$28,000**. This can be added to our existing Design and Construction Engineering Services for the 2025 Industrial Park and Sherman Lift Station Improvements project by signing the attached PSA Amendment.

Sincerely,

FLEIS & VANDENBRINK


Danell Diakow, P.E.
Project Manager


Don DeVries, P.E.
Muskegon Office Manager / Principal

AMENDMENT NO. 2

TO THE

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
316 Morris Avenue, Ste. 230, Muskegon, MI 49440
P: 231.726.1000 F: 231.726.2200

The Professional Services Agreement ("PSA") entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of Muskegon**, whose address is **933 Terrace Street, Muskegon, MI 49443**, ("Owner") dated **May 1, 2025**, including previous amendments, if applicable, is hereby amended.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under the PSA are amended as follows; **Beach and Barney Lift Stations Improvements – Design and Construction Engineering Services as detailed in Engineer's letter dated August 7, 2025.**

AGREEMENT DOCUMENTS: The following additional obligations are hereby included in the Agreement Documents and are incorporated herein by reference; Engineer's letter dated **August 7, 2025**.

COMPENSATION OF ENGINEER: The services to be provided under this Amendment shall be a Lump Sum Fee contract in the amount of **\$28,000**, billed monthly based on the percentage of Work completed.

TERMS AND CONDITIONS: The Terms and Conditions of the PSA and amendments to date shall apply to all work performed by Engineer.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment to the PSA. To be valid, this Amendment must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

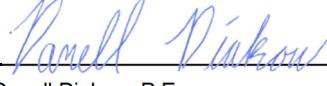
OWNER
CITY OF MUSKEGON

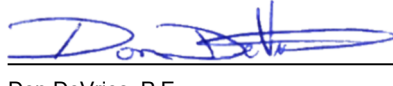
By: _____
 Todd Myers, P.E.
Title: Deputy Director of Public Works

By: _____

Title: _____
Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: 
 Danell Diakow, P.E.
Title: Project Manager

By: 
 Don DeVries, P.E.
Title: Muskegon Office Manager / Principal
Date: August 7, 2025



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Engineering Services Contract for the Rehabilitation of West Western Avenue
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff seeks permission to enter into a contract with Land & Resource Engineering (LRE) in the amount of \$82,420 for the Rehabilitation of West Western Avenue	
Detailed Summary & Background: The portion of Western Avenue that is west of Shoreline Drive, which we'll call West Western Avenue for clarity, has watched the land uses it serves change drastically in the last 10 years. A marked shift from industry to mixed use developments has made it clear that the street no longer serves the same function. The proposed rehabilitation project includes reducing the amount of pavement (not the number of travel lanes) to right-size the street and discourage speeding, improving pedestrian spaces along the corridor, and increasing the amount of greenspace. On-street parking will be evaluated as a part of the design effort, but staff anticipates some (but not all) spaces will be found to be unnecessary and will be removed. Some areas of the pavement are still in good condition, so one goal of the project is to save as much pavement as is practical. The street will receive a completely new top layer of asphalt for safety and waterproofing. The project is budgeted and planned for construction in 2026. The City's Engineering Department is busy designing the rehabilitation of Lakeshore Drive and other projects, but the current plan is for City Engineering staff to oversee the construction next summer. Accordingly, staff solicited proposals from interested engineering firms for only the design work this winter. The scores from the RFP process are shown below, and staff recommends award to Land and Resource Engineering (LRE), the top scoring firm. The scores are based on a combination of the firms' qualifications, approach to the project, location and pricing, and scoring is performed independently by multiple staff from DPW and Engineering and then compared.	

Firm Name	Score
Land and Resource Engineering (LRE)	81
Prein & Newhof	78
ENG., Inc.	77
Progressive	70
Hubbell, Roth & Clark (HRC)	69
Fleis & VandenBrink	67
ROWE	63
Holland Engineering	60
Williams & Works	59

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

\$82,420

Budgeted Item:

Yes	X	No		N/A		
-----	---	----	--	-----	--	--

Fund(s) or Account(s):

202 (Major Streets)

Budget Amendment Needed:

Yes		No	X	N/A		
-----	--	----	---	-----	--	--

Recommended Motion:

Move to approve staff to enter into a contract with Land & Resource Engineering (LRE) in the amount of \$82,420 for the Rehabilitation of West Western Avenue

Approvals:

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

Name the Policy/Ordinance Followed:

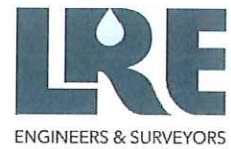
Purchasing Policy



CITY OF MUSKEGON

PROPOSAL FOR
SURVEY & DESIGN ENGINEERING SERVICES
FOR
2026 W. WESTERN AVE REHABILITATION

September 11, 2025



Dan VanderHeide, PE
Director
City of Muskegon
Department of Public Works
1350 E. Keating Avenue
Muskegon, MI 49442

**RFP: SURVEY & DESIGN ENGINEERING SERVICES
2026 W. WESTER AVE REHABILITATION**

Dear Dan,

Since our founding nearly 20 years ago, LRE has built a culture on unparalleled service to our clients and the communities we serve. As it relates to this critical project, we bring exceptionally experienced staff, cost-effective solutions and commitment to collaboration.

LRE takes pride in our ability to offer a full spectrum of civil engineering services — tailored to address diverse and evolving client needs. Our extensive experience gained from our current as-needed with the Cities of Grand Rapids, Kentwood, Walker and Battle Creek, Lowell Township, Clinton and Eaton County Road Commissions and many county drain commissioners showcase our proficiency in designing, managing and implementing a range of engineering services.

Our expertise in municipal engineering services in Michigan is an asset to the City. Our project leaders are experts in water main design, sanitary sewer design, storm sewer and detention design and roadway reconstruction and rehabilitation design.

We place a strong emphasis on project organization and management. Our project managers and primary points of contact are seasoned professionals with the expertise and experience to ensure seamless project execution. Our management control procedures and subcontractor utilization practices further contribute to overall efficiency and project success for the City.

We have reviewed the RFP and Addendum and are prepared to present our proposal to you for this project. We are confident in our ability to deliver a successful project and are fully committed to making the City of Muskegon our top priority.

Sincerely,

Land & Resource Engineering

A handwritten signature in black ink, appearing to read 'Kyle A. Patrick'.

Kyle A. Patrick, PE
Project Manager / Partner

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature  Title Partner

Print Name Kyle A. Patrick Date September 11, 2025

Firm Name Land & Resource Engineering (LRE)

Address 2121 3 Mile Rd NW

Walker, MI 49544

Telephone No. 616.301.7888

E-Mail patrick@lremi.com

Fax No. n/a

TABLE OF CONTENTS

1. UNDERSTANDING OF THE PROJECT
2. LRE PROJECT TEAM CHART & EXPERIENCE
3. PROJECT TIMELINE
4. PROPOSED WORK HOURS & FEE
5. RATE SCHEDULE



Understanding of the Project



Project Background

The project will involve the rehabilitation of W. Western Avenue from the cul-de-sac near the west end of the Adelaide Point development east to 100 feet west of the CSX railway crossing near Shoreline Drive (US Bus 31). A portion of W. Western Avenue from Franklin Street to Shoreline Drive is classified as a Minor Collector according to the Michigan Department of Transportation (MDOT) National Functional Classification (NFC) mapping system. Traffic counts for W. Western Avenue are approximately 4,092 AADT for 2-way traffic in 2024, according to data listed on the MDOT Traffic Count database. W. Western Avenue is an existing 2-lane, 25 mph HMA street with concrete curb and gutter throughout. The HMA width ranges from 28' to 48' between the curb lines, with an inconsistent blend of on-street parking, sidewalk systems, and bike lanes throughout the project limits. Existing water main, sanitary sewer, and storm sewer are present within the project limits; however the locations and sizes of the respective utilities are not consistent. The RFP states the Consumers Energy overhead lines on the south side of the road are being relocated or decommissioned ahead of this project.

The RFP and existing conditions reveal the rehabilitation of W. Western Avenue will include the following improvements:

- Removal or rehabilitation of the existing HMA street to provide a reduced width pavement to accommodate traffic and parking.
- Installation of pedestrian facilities to provide a complete system throughout.
- Placement of greenspaces where feasible.
- Evaluation of existing 6-inch water main.
- Modification of existing storm sewer system.
- All work will have to be evaluated within the environmentally sensitive context of the site.

The RFP states that the project will be funded using City funds only and will be bid locally for 2026 construction.

Task I – Project Coordination

Project Management and Coordination – the project team will provide a quality product, provided on time and within budget. To accomplish this, LRE has assigned Kyle Patrick, a qualified and experienced project manager, to the project. Project Management tasks include the following:

- Execute a work plan and schedule that meets the City's objectives and goals and provide to all team members for review and comment.
- Conduct regular meetings with project team members to review progress and schedule, coordinate work items, and set priorities for upcoming work.
- Provide invoicing and detailed tracking support documents that list staff time on project tasks.
- Provide clear direction and goals from design through construction for a successful project for the City and its residents.
- Coordinate the bidding process for the project and be available for contractor inquiries and requests for information.

Kickoff Meeting – LRE will attend a kickoff meeting with the City to review the scope of work and refine project concepts and establish expectations prior to any design work being performed on the project. Chain of command, project stakeholders, and design schedule will be identified and refined to ensure all parties are on the same page from the beginning of the project. LRE will prepare and distribute meeting minutes to all attendees and team members.

Plan Review – LRE will submit plans and specifications for the City to review at the 30% and 60% design stages for review. LRE will attend a plan review meeting for each one of these plan submittals with the City and other stakeholders.

Public Information Meeting – LRE will attend a public information meeting with the City for the proposed W. Western Avenue project. Public engagement is an important aspect to keep residents and business owners aware of the proposed work elements and construction phasing. LRE will assist the City with presentation material to be used for the meeting.

Task II – Field Investigation

Topographic Survey – LRE will coordinate the design survey effort with the City to obtain the necessary data while minimizing disruption to adjacent businesses. LRE proposes the topographic survey of the project will include the following effort:

- Full topographic survey from 10' beyond right-of-way (ROW) to ROW along W. Western Avenue within the limits of the entire project including utility structure inventories, utility poles, roadway features, traffic signal equipment, pavement changes, and existing drainage issues.

Geotechnical – LRE has partnered with Materials Testing Consultants (MTC) to provide the geotechnical investigation for the project. MTC has estimated that 8 soil borings of the existing pavement surface at an average depth of 15 feet to obtain existing pavement composition, soil conditions, and groundwater elevation. MTC will provide a report to be used in the design and construction documents detailing soil conditions, groundwater, and presence of contaminated soils. MTC's fee includes traffic control and is included in our Proposed Work Hours & Fee worksheet.



Utilities – LRE will request existing utility information for all entities located within the project area and the adjacent street ROW. We will combine these drawings with the City's available record drawings and GIS database for the work area, as well as private utility mapping. As previously stated, Consumers Energy will be relocating overhead utility lines for W. Western Avenue on the south side of the road. A MissDig Design Ticket will be requested for identification of existing aerial and buried lines.

Task III – Preliminary Design

Combining the results from the geotechnical investigation, topographic survey, utility requests, and available City as-built data, the team will begin the preliminary design phase. Preliminary plan submittal for the proposed W. Western Avenue rehabilitation will include:

- Existing and proposed typical cross-section drawings for W. Western Avenue.
- Preliminary plans detailing the removal and rehabilitation limits, proposed utility installation, new sidewalk placement and ADA ramp alignments, and potential utility conflicts.
- Temporary or permanent easements.
- Maintenance of traffic (MOT) plans.
- Pavement marking and signing plan.
- Construction cost estimate.

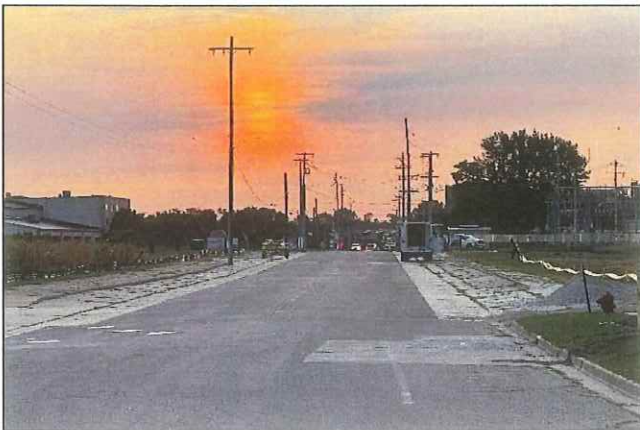
Conceptual Layouts – LRE will generate proposed W. Western Avenue layout concepts prior to beginning preliminary design of the project. We will incorporate on-street parking, green spaces, sidewalk alignments, and roadway geometrics to share with the City and the adjacent developers and property owners for input and collaboration on an agreed-upon alignment. The concepts will consider proposed land-use, as well as focus on reducing the overall impervious area for the corridor.

Existing Utility Assessment – Addendum No. 1 states that the consultant is to evaluate the existing 6-inch cast iron water main for its ability to serve the proposed development. The stretch of 6-inch water main in question appears to be 1,500 feet in length from the nearest hydrant to the southwest of the cul-de-sac to Franklin Street, with existing 8-inch and 12-inch water main at the west and east ends accordingly. It is unclear the material of these water mains. Replacement and upsizing this water main to an 8-inch minimum size would be beneficial for future water use and fire flow requirements. LRE will work with the City and Developers to obtain required domestic and fire suppression flows for future development. LRE has assumed the sanitary sewer is adequate for future use and will not require replacement or lining. Existing storm sewer outlets will be utilized where possible with the revised roadway alignments. It is anticipated that the proposed road rehabilitation will require installation of new catch basins and leads and intermediate runs of mainline storm sewer, specifically near the west end of the project.

Drainage Design – Proposed storm sewer will be designed for the drainage on the new W. Western Avenue corridor. The reduced-width roadway with new curb and gutter alignments will be evaluated for stormwater capture, while utilizing the existing storm sewer for new catch basins and leads. LRE assumes that infiltration in this area is not desired based on the contamination that exists in the area, however the reduction in impervious area for the project should satisfy MS4 requirements and not require infiltration. Greenspace between the sidewalk and back of curb can be used for sidewalk runoff infiltration.

Roadway Corridor Design – We will use Civil 3D to model the proposed street corridor while minimizing impacts to adjacent property. LRE will design the proposed roadway rehabilitation to current AASHTO and City standards, while limiting the grading impacts for sideslope tie-ins. Soil boring information will reveal whether pavement rehabilitation (cold milling with HMA resurface, crush and shape with HMA paving, etc.) is feasible versus full-depth pavement reconstruction. Intersections, driveways, sidewalk, and any ADA ramps will all be evaluated and designed to provide a well-graded and drained roadway and sidewalk system that is safe for all users.

Utility Coordination & Relocation – Coordination with utilities impacted by the road alignment, sidewalk placement, and utility construction will be critical for the success of the project. Utility companies will be engaged early in the process to keep them informed of the project and aware of any relocation ahead of construction for scheduling purposes. LRE anticipates a utility coordination meeting at the time of the 60% preliminary plan review meeting.



Easements – LRE will work with the City early in the design process to secure all easements/ROW prior to construction of the project. LRE will make every effort to keep the proposed roadway features and utilities within the existing ROW to avoid any potential delays with ROW or easement acquisition. LRE has assumed that existing City road or utility features are within the existing ROW and proposed easements will not be needed for the proposed road alignment or utility installation.

Maintenance of Traffic (MOT) – Maintaining traffic coordination within this corridor is critical. Access to commercial properties on W. Western Avenue and the intersecting streets is a key focus during the design process for the success of the project. LRE will determine a MOT that balances local traffic while providing an effective and efficient work zone and sequencing plan. LRE assumes the road will be closed for thru traffic for construction. LRE will provide a concept plan at this stage to promote discussion and determine if a detour route will be required.

Task IV – Final Design

Feedback from the preliminary plan review meetings will drive the project into the Final Design phase. LRE will work on the refinement of roadway grading, utility design, sidewalk and ADA ramp grading, drainage improvements, pavement markings, and maintaining traffic concepts to develop construction plans and specifications required for bidding.

Final Roadway Design & Drainage – Horizontal and Vertical elements of W. Western Avenue will be refined in the Final Plan Phase to incorporate all comments from the plan review meeting and provide documentation for a constructable product. Roadway modeling in Civil3D will ensure a properly drained roadway, with grading impacts detailed for areas outside the proposed roadway.

Final Sidewalk & ADA Ramp Grading – Sidewalk alignment and ADA ramp grading will be finalized and graded to be incorporated into the proposed W. Western Road corridor, as well as minimize impacts to adjacent properties.

Plan Package Submittal – LRE will compile all necessary documentation required for bidding through the City. Plans, specifications, estimate, permits, will be handed over to the City for bidding.

Project Team



Project Manager

Kyle Patrick, PE *

Vice President / QA-QC Review

Dan Fredricks, PE

Road & Utility Design

Neil De Wit, PE *

Jose Munoz *

Survey

Rod Bredeweg, PS *

Geotechnical Investigation

Materials Testing Consultants

Project Team Contact - The LRE Project Team is located in Walker, within minutes of the City

- *Kyle Patrick, PE*
616.308.7072
- *Neil De Wit, PE*
616.914.5763
- *Rod Bredeweg, PS*
616.706.7870
- *Jose Munoz*
254.592.3721



*Denotes Key Staff – Resume and mobile number included



KYLE

PATRICK, PE

PROJECT MANAGER

23

YEARS EXPERIENCE

SPECIALTIES

**MDOT LOCAL AGENCY
PROJECTS**

**STORM + SANITARY
DESIGN**

**WATER MAIN
DISTRIBUTION**

ROADWAYS

**SINGLE-LANE
ROUNDAOUBOTS**

PROFESSIONAL ENGINEER

**MICHIGAN
#6201053635**

WALKER AVENUE IMPROVEMENTS

CITY OF WALKER

Project Manager for 1,500 feet of HMA street reconstruction including intersection realignment, sanitary sewer, storm sewer, water main and concrete sidewalk. Project included coordination with adjacent Road Commission project. City of Grand Rapids sanitary sewer and water main approval required for the project.

52nd STREET IMPROVEMENTS

CITY OF KENTWOOD

Project Manager for 7,000 feet of minor arterial street resurfacing including installation of 12- inch water main, HMA resurfacing, concrete sidewalk, HMA non-motorized pathway, and ADA ramp construction. Project was bid through the MDOT Local Agency Program. Inspection oversight was part of the project responsibilities.

BOSTON STREET RECONSTRUCTION

CITY OF GRAND RAPIDS

Project Manager for 3,600 feet of HMA street removal and reconstruction including water main installation including lead service replacements, storm sewer improvements including green infrastructure, 3 neighborhood roundabout installations, concrete curb and gutter with sidewalk and ADA ramps, pavement marking and signing, and landscape plan. Project utilized DWRP funding and locally bid though the City of Grand Rapids.

JEFFERSON AVENUE IMPROVEMENTS

CITY OF KENTWOOD

Project Management and Lead Design for 1,500 feet of residential street reconstruction including HMA pavement reconstruction with concrete curb and gutter, water main replacement, concrete drive approaches, concrete sidewalk, ADA ramps, and storm sewer improvements. Inspection oversight was part of the project responsibilities.

BLUE STAR HIGHWAY & OLD ALLEGAN ROAD ROUNDAOUBT

ALLEGAN COUNTY ROAD COMMISSION

Project Manager and Lead Design for a single lane roundabout on county primary roads in Saugatuck Township. Project was designed and let as part of the MDOT Local Agency Program. Tasks included roundabout geometrics, pathway connection, drainage improvements, pavement markings and signing, and maintaining traffic plan. LRE was responsible for obtaining NEPA and SHPO approval.



NEIL

DE WIT, PE

LEAD DESIGN /
CONSTRUCTION
ENGINEER

18

YEARS EXPERIENCE

SPECIALTIES

CITY OF GRAND RAPIDS

MDOT LOCAL AGENCY
PROJECTS

STORM + SANITARY
DESIGN

WATER MAIN
DISTRIBUTION

ROADWAYS

BRICK ROADWAYS

**PROFESSIONAL
ENGINEER**

MICHIGAN
#6201058299

LEONARD STREET AND CRAHEN AVENUE CITY OF GRAND RAPIDS

Lead Design and Construction Engineer for 3,800 feet of new 16-inch water main installation in Leonard Street and Crahen Avenue. Project provided improved water quality to residents by creating a water main loop in Grand Rapids Township near residential and school properties. Project was funded and locally bid through the City of Grand Rapids.

52nd STREET IMPROVEMENTS CITY OF KENTWOOD

Lead Design and Construction Engineer for 7,000 feet of minor arterial street resurfacing including installation of 12-inch water main, HMA resurfacing, concrete sidewalk, HMA non-motorized pathway, and ADA ramp construction. Project was bid through the MDOT Local Agency Program. Inspection oversight was part of the project responsibilities.

BOSTON STREET RECONSTRUCTION CITY OF GRAND RAPIDS

Lead Design and Construction Engineer for 3,600 feet of HMA street removal and reconstruction including water main installation including lead service replacements, storm sewer improvements including green infrastructure, 3 neighborhood roundabout installations, concrete curb and gutter with sidewalk and ADA ramps, pavement marking and signing, and landscape plan. Project utilized DWRP funding and locally bid through the City of Grand Rapids.

RECONSTRUCTION OF GODFREY AVENUE CITY OF GRAND RAPIDS

Design and construction engineering of full road reconstruction including replacement of sand subbase, aggregate base and bituminous pavement. The design also included the design of non-motorized facilities. Design of 2,700-feet of 12-inch and 24-inch water main, 12-inch to 48-inch storm sewer and 12-feet to 24-inch sanitary sewer. Construction included coordination with developers, dewatering and PFAS treatment.

WEBB ROAD CLINTON COUNTY ROAD COMMISSION

Design for 4,000 feet of a concrete non-motorized pathway along the south side of Webb Road in Dewitt Township. Design included pathway grading, ADA ramps, concrete drive approaches, and drainage improvements. Project used MDOT TAP funds and was bid through the MDOT Local Agency Program.



Jose

MUNOZ

STAFF ENGINEER

3

YEARS EXPERIENCE

SPECIALTIES

DRAINAGE DESIGN

MUNICIPAL UTILITIES

ROAD DESIGN

ENGINEER IN

TRAINING

CERTIFICATION

WALKER AVENUE IMPROVEMENTS

CITY OF WALKER

Staff Engineer and Construction Inspector for 1,500 feet of HMA street removal and reconstruction including intersection realignment, sanitary sewer, storm sewer, water main and concrete sidewalk. Project included coordination with adjacent Road Commission project. City of Grand Rapids sanitary sewer and water main approval required for the project.

WHITEWOOD NEIGHBORHOOD IMPROVEMENTS

CITY OF MIDLAND

Construction Inspector of improvements to 15,000 feet of local HMA streets as part of the City's footing drain disconnection program. Proposed storm sewer improvements, storm sewer laterals for every property within the neighborhood, HMA pavement replacements where proposed utilities are being installed, HMA cold mill and overlay on the entire project, and ADA ramp replacement and installation all part of the design tasks. Project funded through SRF program.

BOSTON STREET RECONSTRUCTION

CITY OF GRAND RAPIDS

Staff Engineer for 3,600 feet of HMA street removal and reconstruction including water main installation including lead service replacements, storm sewer improvements including green infrastructure, 3 neighborhood roundabout installations, concrete curb and gutter with sidewalk and ADA ramps, pavement marking and signing, and landscape plan. Project utilized DWRF funding and locally bid through the City of Grand Rapids.

LEONARD STREET AND CRAHEN AVENUE

CITY OF GRAND RAPIDS

Staff Engineer for 3,800 feet of new 16-inch water main installation in Leonard Street and Crahen Avenue. Project provided improved water quality to residents by creating a water main loop in Grand Rapids Township near residential and school properties. Project was funded and locally bid through the City of Grand Rapids.



ROD

BREDEWEG, PS

LEAD SURVEYOR

19

YEARS EXPERIENCE

SPECIALTIES

TOPOGRAPHIC SURVEY

CONSTRUCTION LAYOUT

BOUNDARY SURVEY

RIPARIAN SURVEYS

HYDROGRAPHIC SURVEYS

PROFESSIONAL LAND SURVEYOR

MICHIGAN

#60788

WALKER AVENUE IMPROVEMENTS

CITY OF WALKER

Lead Surveyor and construction staking for 1,500 feet of HMA street removal and reconstruction including intersection realignment, sanitary sewer, storm sewer, water main and concrete sidewalk. Project included coordination with adjacent Road Commission project. City of Grand Rapids sanitary sewer and water main approval required for the project.

52nd STREET IMPROVEMENTS

CITY OF KENTWOOD

Lead Surveyor and construction staking for 7,000 feet of minor arterial street resurfacing including installation of 12- inch water main, HMA resurfacing, concrete sidewalk, HMA non-motorized pathway, and ADA ramp construction. Project was bid through the MDOT Local Agency Program.

JEFFERSON AVENUE IMPROVEMENTS

CITY OF KENTWOOD

Lead Surveyor for 1,500 feet of residential street reconstruction including HMA pavement reconstruction with concrete curb and gutter, water main replacement, concrete drive approaches, concrete sidewalk, ADA ramps, and storm sewer improvements. Construction Staking was part of the project responsibilities.

BOSTON STREET RECONSTRUCTION

CITY OF GRAND RAPIDS

Lead Surveyor for 3,600 feet of HMA street removal and reconstruction including water main installation including lead service replacements, storm sewer improvements including green infrastructure, 3 neighborhood roundabout installations, concrete curb and gutter with sidewalk and ADA ramps, pavement marking and signing, and landscape plan. Project utilized DWRP funding and locally bid through the City of Grand Rapids.

AS-NEEDED STAKING SERVICES

KENT COUNTY ROAD COMMISSION

as-needed construction staking services with the Kent County Road Commission. Items requiring staking under this contract include residential features such as driveways, curb and gutter, sidewalk, and sidewalk ramps.



BOSTON STREET

CITY OF GRAND RAPIDS, MICHIGAN

LRE partnered with the City of Grand Rapids for the water main replacement and roadway reconstruction of Boston Street from Fuller Avenue to Plymouth Avenue. The project was bid through the City of Grand Rapids.

The design included 3,600 feet of water main, lead water service replacement, storm sewer improvements, HMA pavement reconstruction, bike facilities, neighborhood traffic circles, ADA ramps, pavement markings with permanent signage and maintenance of traffic plans.

During construction, LRE provided administration and inspection services, including daily inspection with IDRs, construction staking, coordination of material testing, contractor inquiries, payment application reviews and as-built record drawings. Additionally, LRE supplied certified office technician services required for MDOT construction administration.

estimated cost

\$5.1 million

estimated date completed

September 2025

key personnel involved

Kyle Patrick, Neil De Wit, Rod Bredeweg,
Jose Munoz, David Inman

client reference

Daniel Siminski
Project Manager
City of Grand Rapids
616.456.4253



WALKER AVENUE RECONSTRUCTION

CITY OF WALKER, MICHIGAN

LRE assisted the City of Walker with reconstructing 1,500 feet of Walker Avenue from Northridge Drive to 4 Mile Road on the city's north side. Improvements included new sanitary sewer, water main, storm sewer and full reconstruction with HMA pavement and concrete curb and gutter.

We led the design, secured City approval and EGLE permits for the water supply and sanitary systems, coordinated bidding, and performed construction inspection and staking — all completed within the 2024 calendar year.

The City partnered with the Kent County Road Commission to improve the Walker Avenue and 4 Mile corridor ahead of an MDOT project removing the Fruit Ridge bridge over I-96 and rerouting traffic through the area. LRE was contracted in January 2024, with bidding in July and project completion in November 2024.

cost

\$2.3 million

date completed

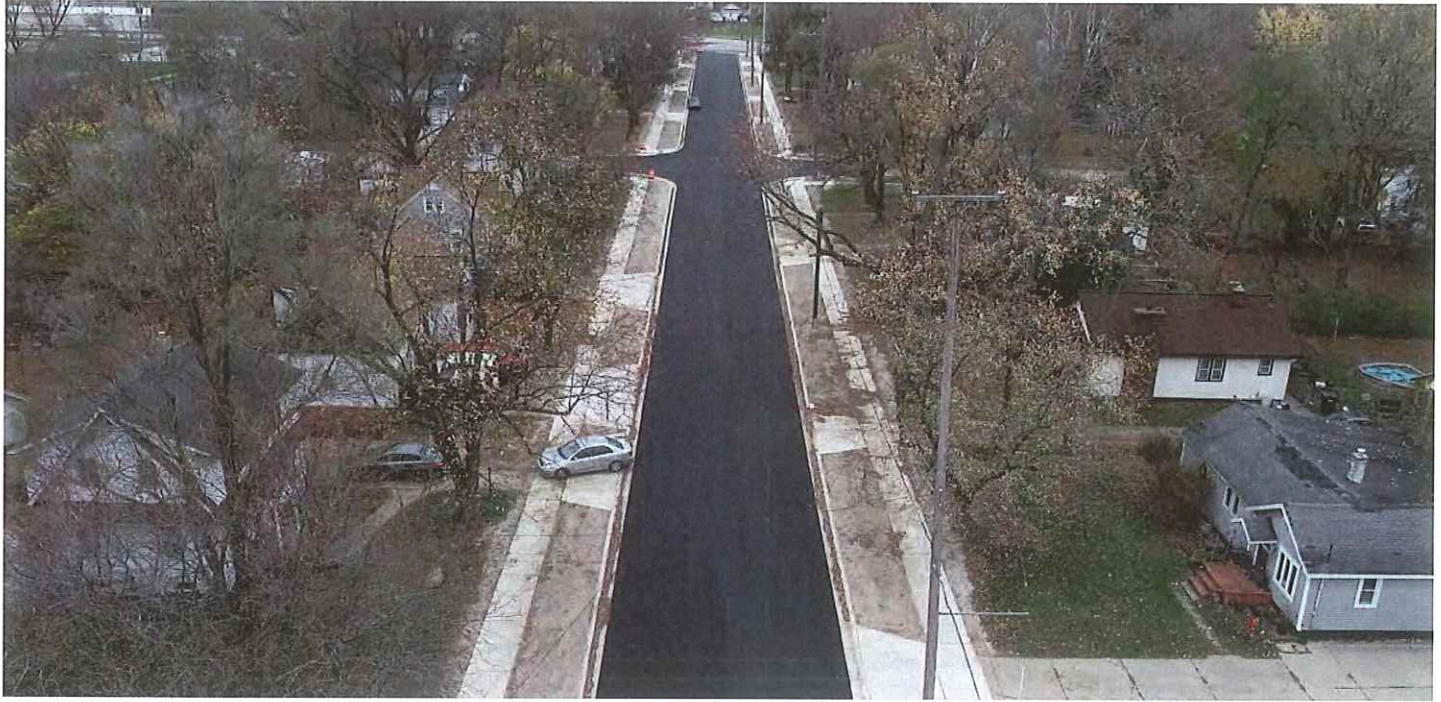
November 2024

key personnel involved

Kyle Patrick, Neil De Wit, Rod Bredeweg,
Jose Munoz, David Inman

client reference

Scott Conners, PE
City Engineer
616.791.6792
sconners@walker.city



JEFFERSON AVENUE WATER MAIN REPLACEMENT

CITY OF KENTWOOD, MICHIGAN

LRE partnered with the City of Kentwood for the reconstruction of Jefferson Avenue as part of LRE's as-needed contract with the City. The project was driven by the desire to replace the existing aging cast iron water main, while also repairing the roadway surface.

Project design involved 1,500 feet of water main design, storm sewer improvements, roadway reconstruction, concrete sidewalk and drive approaches, ADA ramps, pavement marking with permanent signing and maintenance of traffic plans. LRE designed the corridor to provide a well-drained project, while improving slopes from the right-of-way to the new road surface.

LRE also performed construction inspection services. Our construction engineering tasks included daily inspection with IDRs, construction staking, coordination of construction material testing, contractor inquiries, contractor payment applications and as-built record drawings.

cost

\$620,000

date completed

October 2022

key personnel involved

Kyle Patrick, Neil De Wit, Rod Bredeweg

client reference

Jim Kirkwood

Director of Engineering

616.554.0739

kirkwoodj@kentwood.us

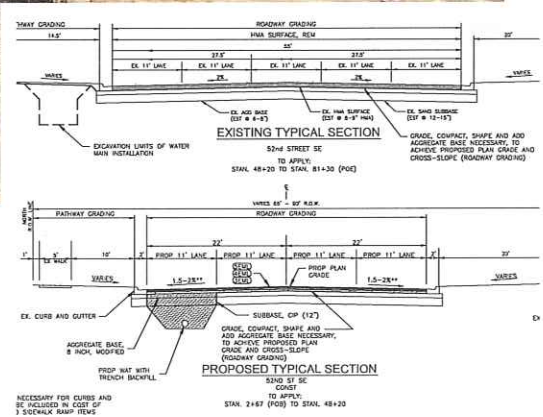


52ND STREET
CITY OF KENTWOOD, MICHIGAN

LRE partnered with the City of Kentwood for the water main replacement and HMA resurfacing of 52nd Street from Kalamazoo Avenue to Breton Avenue. The project was let as part of the MDOT Local Agency Program.

Project design involved 7,000 feet of water main design, HMA pavement resurfacing, HMA pathway, concrete sidewalk, ADA ramps, pavement marking with permanent signing and maintenance of traffic plans.

Once construction was underway, our tasks also included construction administration and inspection services. We provided daily inspection with IDRs, construction staking, coordination of construction material testing, contractor inquiries, contractor payment applications and as-built record drawings. LRE also provided certified office technician services required for MDOT construction administration.



cost

\$4.1 million

date completed

October 2023

key personnel involved

Kyle Patrick, Neil De Wit, Rod Bredeweg
 Debbie Schmalzel, David Inman

client reference

Jim Kirkwood
 Director of Engineering
 616.554.0739
 kirkwoodj@kentwood.us



WHITEWOOD NEIGHBORHOOD IMPROVEMENTS **CITY OF MIDLAND, MICHIGAN**

LRE was contracted by the City of Midland for their footing drain disconnect project in the Whitewood Neighborhood on the City's east side. The project was funded by SRF in an effort to alleviate sanitary sewer capacity concerns and backups with properties connected to the existing system. LRE will manage construction for the \$3.6 million project over the course of a 2 year construction schedule.

Project design involved evaluation of 15,000 feet of local street and existing storm sewer to ensure the entire project area has an outlet for the existing footing drains to the storm sewer. Our survey team performed the topographic survey effort for the entire project within the ROW and extending out to the residential buildings for placement of proposed laterals. HMA pavement replacement, spot replacement of curb and gutter and sidewalk, ADA ramp upgrades and installation, and maintaining traffic plans were all major design tasks incorporated in the project.

cost

\$3.6 million

date completed

design

January - June 2022

construction

May 2022 - October 2024

key personnel involved

Kyle Patrick, Neil De Wit, Rod Bredeweg ,
 Jose Munoz

client reference

Jared Driscoll
 Director of Wastewater Services
 989.837.3502
 jdriscoll@midland-mi.org

Project Timeline

The City expects the design to be completed and bids accepted in February 2026 for the following construction season. It is our intent to develop the plans and specifications, ready for advertising on or before January 23, 2026. The following approximate design schedule is based on dates provided in the RFP and work items identified in the Scope of Services.

Task No.	Task Description	Task Dates
1	Project Coordination	
	- Contract Award	September 23, 2025
	- Kickoff Meeting	September 29, 2025
2	Field Investigation	
	- Topographic Survey	October, 2025
	- Geotechnical Investigation	October, 2025
3	Preliminary Plan Phase	
	- 30% Plan to City for Review	October 31, 2025
	- 30% Plan Review Meeting	November 7, 2025
	- 60% Plans & Specs Submitted to City	November 28, 2025
	- 60% Plan Review Meeting	December 5, 2025
	- Public Information Meeting	December 10, 2025
4	Final Plan Phase	
	- Final Plans & Specs to City for Final Review	December 31, 2025
	- Final Plans & Specs Review Meeting	January 9, 2026
	- Plans & Specs Submitted for Advertising	January 23, 2026
	- Letting Date	February 20, 2026

Proposed Work Hours & Fee

City of Muskegon

Survey & Design Engineering Services - W. Western Ave. Rehabilitation

Task No	Task Description	Project Manager Kyle Patrick	QA/QC Dan Fredricks	Lead Designer Neil De Wit	Staff Engineer Jose Munoz	Design Survey 1-Person Crew	CAD Technician Nathan Johnivan	Total
1	Project Coordination							
	Kickoff Meeting & Site Visit	2		2	2			6
	Design Progress Meeting (2)	2		4	2			8
	Public Information Meeting (1) & Prep	2		2	4			8
	Task 1 Total Hours	6	0	8	8	0	0	22
2	Field Investigation							
	Survey	1		1		24	16	42
	Geotechnical Coordination			1				1
	Utility Gathering and Investigation			1			4	5
	Review of Existing Data	1		2	2			5
	Task 2 Total Hours	2	0	5	2	24	20	53
3	Preliminary Plan Phase							
	W. Western Ave. Concepts	2		4	8		8	22
	Preliminary Plan Sheet Layout			2	2		8	12
	Preliminary Typical & Details	1		2	4			7
	Water Main Evaluation	1		4	4			9
	Preliminary Storm Sewer / Drainage Design	1		4	16			21
	Preliminary Roadway Alignments & Surfacing	2		4	24			30
	MOT Concepts	1		2	4			7
	Identify Potential ROW Impacts/easements	1		2	4			7
	30% Plan Sheet Revisions			4	16		4	24
	Sidewalk Layout			2	16			18
	Preliminary ADA Ramp Grading			2	8			10
	Quantities & Estimate	1		4	8			13
	Construction Specifications	1		4	2			7
	QA/QC Review & Revisions	2	2	8	24		8	44
	Utility Coordination Meeting	2		2	2			6
	Task 3 Total Hours	15	2	50	142	0	28	237
4	Final Plan Phase							
	60% Set Sheet Revisions	2		8	16		8	34
	Specifications	2		4	4			10
	Final Storm Sewer / Drainage Design	2		8	16			26
	Final Roadway Alignments & Surfacing	2		8	16			26
	Pavement Marking Layout	1		2	4			7
	Green Infrastructure & LID Measures	1		4	8			13
	Final Sidewalk Design			2	16			18
	Final Grading of ADA Ramps			4	16			20
	QA/QC Review & Revisions	2	2	8	24	2		38
	Final City Revisions	1		8	16		8	33
	Bidding Assistance	2		4	4			10
	Task 4 Total Hours	15	2	60	140	2	16	235
Design Engineering Total Hours		38	4	123	292	26	64	547
Total LRE Design Labor \$								71,470.00
Reimbursable Expenses								
LRE Reimbursable Expenses \$								500.00
MTC Design Effort (Geotechnical) \$								10,450.00
Total Reimbursable Expenses \$								10,950.00
Total Design Engineering Fee \$								82,420.00





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Engineering Services Contract for the Henry Corridor Signal Improvements Project																		
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works																		
Brief Summary: Staff seeks approval to enter into a contract with ROWE Professional Services Company in the amount of \$126,616 for design and construction engineering services on the Henry Corridor Signal Improvements Project.																			
Detailed Summary & Background: Repairs to the traffic signals at the intersections of Henry and Sherman, Henry and Hackley, and Henry and Laketon have been increasing. These are three of the oldest signals in the City's system, and they handle a combined 85,000 vehicles per day. The signals are in need of replacement and modernization. Staff requested federal Congestion Mitigation and Air Quality (CMAQ) funding through the MPO (the local committee that distributes federal transportation funds), and was successful in receiving \$250,000. The project budget is \$500,000, with the remainder coming from the City's major streets fund. Traffic signal design is complex and not something the City has experience with, so staff solicited proposals from interested engineering firms for design and construction engineering services, and recommends award to ROWE Professional Services Company (ROWE) as the highest scored firm. The scores are based on a combination of the firms' qualifications, project approach, location and pricing. The proposals are independently scored by multiple staff from DPW and Engineering and then compared. The scores are shown below. The project will be constructed in 2027.																			
<table border="1"><thead><tr><th>Firm Name</th><th>Score</th></tr></thead><tbody><tr><td>ROWE</td><td>83</td></tr><tr><td>Spalding DeDecker</td><td>70</td></tr><tr><td>Hubbell, Roth & Clark (HRC)</td><td>70</td></tr><tr><td>DLZ</td><td>69</td></tr><tr><td>Fleis & VandenBrink</td><td>64</td></tr><tr><td>Progressive</td><td>64</td></tr><tr><td>Prein & Newhof</td><td>64</td></tr><tr><td>Spicer Group</td><td>50</td></tr></tbody></table>		Firm Name	Score	ROWE	83	Spalding DeDecker	70	Hubbell, Roth & Clark (HRC)	70	DLZ	69	Fleis & VandenBrink	64	Progressive	64	Prein & Newhof	64	Spicer Group	50
Firm Name	Score																		
ROWE	83																		
Spalding DeDecker	70																		
Hubbell, Roth & Clark (HRC)	70																		
DLZ	69																		
Fleis & VandenBrink	64																		
Progressive	64																		
Prein & Newhof	64																		
Spicer Group	50																		

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

\$126,616

Budgeted Item:

Yes	X	No		N/A		
-----	---	----	--	-----	--	--

Fund(s) or Account(s):

202 (Major Streets)

Budget Amendment Needed:

Yes		No	X	N/A		
-----	--	----	---	-----	--	--

Recommended Motion:

Move to approve staff to enter into a contract with ROWE Professional Services Company in the amount of \$126,616 for design and construction engineering services on the Henry Corridor Signal Improvements Project.

Approvals:

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

Name the Policy/Ordinance Followed:

Purchasing Policy



**PROPOSAL FOR
SURVEY, DESIGN & CONSTRUCTION SERVICES FOR 2027
HENRY CORRIDOR SIGNAL IMPROVEMENTS**

ADDENDUM 1: ACKNOWLEDGED SEPTEMBER 2, 2025
CITY OF MUSKEGON, MICHIGAN

SEPTEMBER 11, 2025





September 11, 2025

City of Muskegon, Department of Public Works
Attn: Dan VanderHeide, PE - Director
1350 E Keatings Avenue
Muskegon, MI 49442

**RE: 2027 Henry Corridor Signal Improvements at Sherman Boulevard, Hackley Avenue, and Laketon Avenue – Survey, Design, and Construction Services Proposal
Addendum 1: Acknowledged September 2, 2025**

Dear Mr. VanderHeide:

Thank you for this opportunity to submit this proposal to the City of Muskegon on the federally funded signal improvements project referenced above. ROWE Professional Services Company has been serving municipalities, counties, and road commissions all over the state in similar capacities for 63 years. During this time, ROWE has built strong relationships with their clients and local partners and stakeholders.

This proposal describes:

- Qualifications of our Team
- Understanding of Services
- Detailed Scope and Fee
- Firm Location
- Additional Information:
 - Past Project Examples

Ms. Hailey R. Savola will serve as Project Manager. She has over twelve years of relevant experience successfully managing and leading traffic and signal projects for municipalities and MDOT across the State of Michigan, and specifically in the Grand Region and West Michigan. She will be the main point of contact for the city on this project. She is very familiar with Congestion Mitigation and Air Quality Improvement Program (CMAQ) funded projects and the requirements of Local Agency Program (LAP) projects. **Ms. Brandy Solak, PE, RSP2** will lead the Quality Assurance/Quality Control (QA/QC) of the project and be the engineer of record. She has over 26 years managing projects with the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHWA), specifically related to traffic safety and innovative design. ROWE's local office in Grand Rapids allows us to be readily available to meet with City staff. We have had the good fortune of being able to grow our presence and expand our resources in West Michigan over the last several years so we can better serve the needs of the city.

The ROWE team is the best choice for working with the city because we:

- Have been providing the services required for these projects to fellow municipal clients for over 63 years.
- Have a Project Manager and team who have institutional knowledge related to the project scope.
- Listen to our clients and actively communicate for the duration of a project to ensure it meets expectations.
- Possess the skills, capacity, and technology to complete the work within the city's project schedule.
- Have experience successfully completing MDOT LAP throughout the State of Michigan.
- Maintain commitment to our QA/QC program, with each team member dedicated to providing the best service.
- Located within 30 minutes of the city offices and project corridor, which enables timely meetings with the city and support for requested services.

We have built a reputation for providing excellent communication and coordination for clients, along with delivering a quality project. ROWE is enthusiastic about working with the City of Muskegon to achieve its goals with this project. If you have any questions regarding this proposal, or desire additional information, please feel free to call. Ms. Savola. She can be reached at **(616) 834-1596**. We look forward to working with the city.

Sincerely,
ROWE Professional Services Company


Hailey R. Savola
Project Manager


Jesse M. Morgan, PE
Director of Engineering

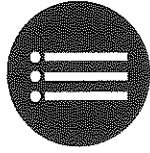


TABLE OF CONTENTS

- 01** *Qualifications of Team*
- 02** *Understanding of Services*
- 03** *Detailed Scope of Work and Fee*
- 04** *Location of Firm*
- 05** *Additional Information*

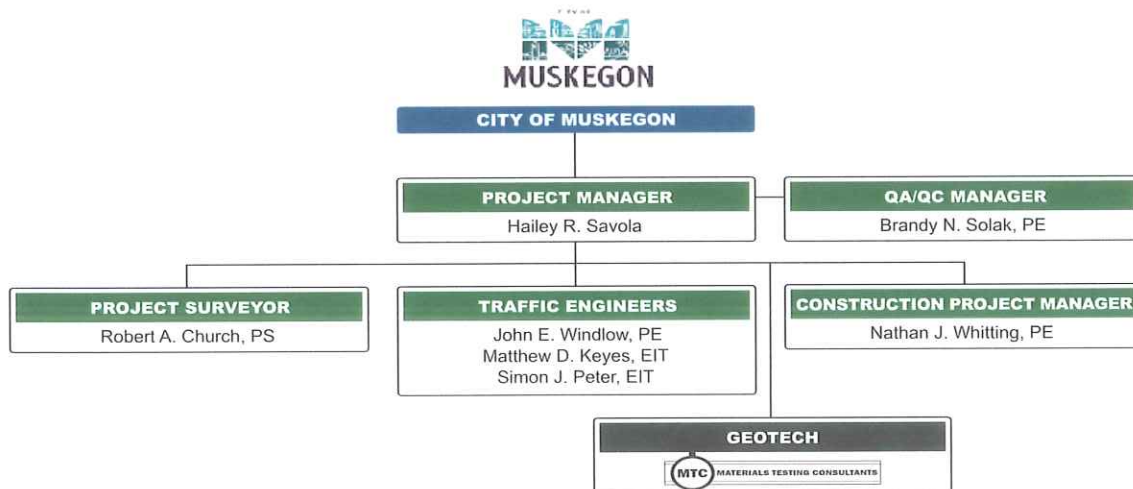
QUALIFICATIONS OF TEAM

► TEAM IDENTIFICATION

We have selected a project team with experience working with municipal governments and road commissions. The team members are individuals with many years of professional engineering experience. These key team members lead project groups with the resources to work through any issues that arise and will deliver a quality project on time and on budget. All staff members will collaborate and hold internal face-to-face or virtual progress meetings throughout each project.

Our Project Manager Ms. Savola has several years of experience working with the requirements for these types of projects, specifically on major FHWA and MDOT infrastructure projects. Having her as our Project Manager will lead to a successful relationship with the City of Muskegon and a successful project.

ROWE understands the staff assigned to a project is the most important function of the successful completion of that project. The key personnel assembled for this project have previously worked together to complete several similar projects throughout Michigan and for municipalities such as the City of Grand Rapids, City of Kentwood, City of Saginaw, and MDOT. Detailed resumes of the ROWE team follow the organizational chart.



Hailey R. Savola | Project Manager (Grand Rapids)



Hailey has over twelve years of experience managing, designing, and working with teams of engineers and technicians who design roadway and traffic projects for municipalities, counties, and MDOT. She will be the Project manager for this project managing the design of the signal's ensuring design is meeting the MDOT LAP requirements. Her specific experience includes the design of traffic signals including modernizations with box span and mast arms, detection, and signal timing and optimization along with traffic calming and pedestrian improvements. Hailey has completed several similar projects in West Michigan and has the local knowledge to make this project successful.

Brandy N. Solak, PE | QA/QC Manager (Grand Rapids)



Brandy is a highly accomplished Senior Project Manager with over 25 years of experience leading major FHWA and MDOT infrastructure projects. She is known for driving multimillion-dollar initiatives from concept to completion, integrating cutting-edge safety design, regulatory expertise, and interagency collaboration. Brandy's leadership in deploying the Safe System Approach and innovative speed management strategies has resulted in lasting improvements to roadway safety at both state and national levels. Her data-driven approach and ability to align with diverse stakeholders make her a trusted leader in the transportation sector. Brandy will assist Hailey in various milestones of the project including QA/QC reviews and verifying deadlines are being met.

QUALIFICATIONS OF TEAM



John E. Windlow, PE | Traffic Engineer (Grand Rapids)

John joined ROWE in 2025 and supports the planning and oversight of municipal road and infrastructure projects. With over 23 years in transportation engineering, his background spans urban and rural roadway systems, traffic operations, work zone planning, signals, ITS, modeling, and civil site design. His career began at TxDOT's Traffic Safety Division (1999–2005), followed by consultant roles with AECOM and RS&H in Central Texas. In 2011, he transitioned to the Tulsa area to continue in the private sector before joining the City of Broken Arrow in 2021 to lead public transportation projects.



Simon J. Peter, EIT | Traffic Engineer (Grand Rapids)

Simon has one year working in the transportation and traffic industry as an intern and now full-time graduate engineer at ROWE. He is experienced in signal design, both mast arm and box span configurations, traffic signal timing, traffic data collection and sidewalk ramp design. He will assist Hailey and John on this project with the design of the traffic signal and sidewalk ramps. His experience will help make this project a success.



Matthew D. Keyes, EIT | Traffic Engineer (Grand Rapids)

Matt Keyes, EIT, is a full-time graduate engineer in ROWE's transportation group, bringing valuable experience in roadway design, stormwater management, and sidewalk ramp design. For this signal improvements project, Matt will support Hailey with road improvement recommendations, ADA compliance review, and the preparation of reports with exhibits and preliminary plan layouts. He is well-versed in Grand Rapids standards, having served as the lead engineer on the RRFB project that ROWE is currently finalizing with the City for local letting. Matt's familiarity with local requirements and hands-on project experience make him a strong asset to the team.



Robert A. Church, PS | Project Surveyor (Grand Rapids)

Robert joined ROWE in 2019 after serving part-time during internships from 2013-2019. He manages the survey department of our Grand Rapids office. His experience includes hydraulic, bridge, route, control, boundary, and right-of-way surveys. He has completed survey projects for small and large municipalities, government entities, private utilities, and land developers. He has expertise in Trimble surveying equipment.



Nathan J. Whitting, PE | Construction Project Manager (Grand Rapids)

Nathan has been a full time employee at ROWE in the construction services division since 2021. Nate previously completed two internships with ROWE and one with another consulting firm in South Carolina. Nate has been an assistant construction project manager on several MDOT LAP projects since joining ROWE and is currently serving as the construction manager for projects in the City of St. Joseph, City of East Lansing, and the Kalamazoo County Road Commission.



Hailey R. Savola

Senior Project Engineer



Role on this Project Project Manager

Hailey has over 13 years of experience working on and with teams of engineers and technicians who design roadway and traffic projects for municipalities, counties, and the Michigan Department of Transportation. Her experience includes the design of roadways, signals, signing and striping; Road Safety Audits; signal optimization, signing, completing program and SHPO applications; experience with MERL; Field Management; and construction inspection and oversight.

Firm

ROWE Professional Services Company

Licenses & Registrations

N/A

Education

Michigan Technological University,
Houghton, MI
B.S./2012/Civil Engineering



Michigan
Technological
University

Years of Experience

4 Years with ROWE

9 with other firms

Affiliations

- Institute of Transportation Engineers
- American Society of Civil Engineers – West Michigan Vice President
- Women in Transportation Seminar
- Intelligent Transportation Society of Michigan
- American Public Works Association
- KATS Non-Motorized Subcommittee

Certifications / Continuing Education

- MiSigns Training, January 2021
- MTSIS Training, April 2019
- National Highway Institute, FHWA-NHI-380087 Safety Workshop
- Road Safety Audit, 2017
- Computerized Office Technician, 2015
- TransCAD Training, 2021

Project Experience

RELEVANT PROJECT EXPERIENCE

- » **As-Needed Traffic Engineering** – City of Saginaw
- » **M-91 Road Safety Audit** – Michigan Department of Transportation
- » **Page Avenue Road Safety Audit** – Jackson County Department of Transportation
- » **Hill Road CMAQ** – Genesee County Road Commission
- » **Grand Blanc Twp Traffic Analysis** – Lawrence Engineering
- » **52nd & Stauffer Signal Modernization** – City of Kentwood
- » **Morgan & North Signal Modernization** – Calhoun County Road Department
- » **Sprinkle & Market Signal Modernization** – Road Commission of Kalamazoo County
- » **W Avenue Rehabilitation** – Road Commission of Kalamazoo County
- » **MN & 44th, MN/Mercury Safety Project** – Road Commission of Kalamazoo County
- » **Burton & Patterson Signal Modernization** – Kent County Road Commission
- » **68th & Plaza Center Signal Modernization** – Kent County Road Commission
- » **100th & Division New Signal Design** – Kent County Road Commission
- » **2023 Traffic Engineering Assistance on City of Grand Rapids Projects** – Moore & Bruggink, Inc.
- » **Maybury State Park Pedestrian Crossing Study** – Moore & Bruggink, Inc.
- » **2024 Traffic Engineering Assistance on City of Grand Rapids Projects** – Moore & Bruggink, Inc.
- » **2024 Traffic Engineering Assistance on City of Grand Rapids Projects** – Fleis & Vandenbrink
- » **Orchard Crossings Signal Design** – Lombardo/Atwell, LLC
- » **New Boston Traffic Signal Design** – Hennessey Engineers, Inc.
- » **44th/Shaffer and Pfeiffer Woods/Shaffer Traffic Study** – City of Kentwood
- » **As Needed Traffic Study Assistance** – City of Grand Rapids
- » **Saginaw & Baldwin Signal Safety Project** – Genesee County Road Commission
- » **Davison & Irish Signal Safety Project** – Genesee County Road Commission
- » **Pierson & Flushing Local Signal Modernization** – City of Flushing
- » **Flint & Aloha Local Signal Modernization** – City of Davison
- » **Local Signal Modernizations** – City of Lansing
- » **Easterday & Meridian Signal Modernization** – City of Sault Ste Marie
- » **M-40 VRU Road Safety Audit** – Michigan Department of Transportation
- » **M-3 Road Safety Audit** – Michigan Department of Transportation
- » **Division Avenue HAWK Signal** – City of Kentwood
- » **RRFB's at Various Locations** – City of Grand Rapids

Project Experience with Other Firms

TRAFFIC STUDIES

- » **Holland Senior Living Traffic Impact Study** – Moore & Bruggink
- » **Centennial Apartments Traffic Impact Study** – Moore & Bruggink
- » **Grooters Traffic Impact Study** – Moore & Bruggink
- » **Signal Optimization Phase XVI** – City of Grand Rapids
- » **Signal Optimization Phase XI & XII** – City of Grand Rapids
- » **City Signal Funding Plan** – City of Grand Rapids
- » **141st & 56th Multi-way Stop Analysis** – Allegan County Road Commission
- » **Holland Township Traffic Impact Study** – Moore & Bruggink
- » **Cascade Township Traffic Impact Study** – Moore & Bruggink
- » **Westtown East Development Traffic Impact Study** – JAG Development
- » **Westshore Drive Development Traffic Impact Study** – Moore & Bruggink
- » **DA Blodgett Traffic Study** – Moore & Bruggink
- » **Study for the conversion of Ottawa and Ionia from One-way to Two-way Traffic** – City of Grand Rapids
- » **West Main Hill Traffic Study** – City of Kalamazoo
- » **Traffic study for the Burton Street and Forest Hill intersection** – City of Kentwood
- » **Metro Health Traffic Impact Study** – Granger Group
- » **Westtown West Development Traffic Impact Study** – JAG Development

TRAFFIC & PEDESTRIAN SIGNAL DESIGN

- » **GPS Opticom Safety Project** – Road Commission of Kalamazoo County
- » **Monroe & City Hall Pedestrian Hybrid Beacon** – City of Grand Rapids
- » **City-Wide Pedestrian Improvements (RRFB's)** – City of Grand Rapids
- » **Cell Modem CMAQ Project at 162 Intersections** – City of Grand Rapids
- » **Division Avenue & Leonard/Alpine Safety Project** – City of Grand Rapids
- » **Fuller Corridor & Leonard/Scribner Safety Project** – City of Grand Rapids
- » **New Signal at Hastings & College, sub to Fishbeck** – City of Grand Rapids
- » **New Signal at Grandville & Cherry** – City of Grand Rapids
- » **Fulton & Straight Signal Modernization** – City of Grand Rapids
- » **Kalamazoo & Langley Signal Modernization** – City of Grand Rapids
- » **City-wide Pedestrian Countdown Signal Heads Safety Project** – City of Grand Rapids
- » **Eastern Avenue South Safety Project** – City of Grand Rapids
- » **Burton & East Paris Safety Project** – City of Grand Rapids
- » **Eastern Avenue Safety Projects** – City of Grand Rapids
- » **Mosel Road Signal Modernizations and Improvements** – Road Commission of Kalamazoo County
- » **River Street Signal Modernizations** – Road Commission of Kalamazoo County
- » **Pedestrian Hybrid Beacon on Michigan Street** – City of Grand Rapids
- » **Pedestrian signal upgrades at 37 intersections, safety project** – City of Grand Rapids
- » **Pedestrian signal upgrades at 29 intersections, safety project** – City of Grand Rapids
- » **New Signal at Coit and Lafayette, sub to Fishbeck** – City of Grand Rapids
- » **New signal at Newberry and Monroe, sub to Fishbeck** – City of Grand Rapids
- » **Meijer Drive and M-11 Traffic Signal, sub to M&B** – City of Walker
- » **Fulton and Sheldon Traffic Signal, sub to M&B** – City of Grand Rapids
- » **New Signal at Cherry and Ionia** – City of Grand Rapids
- » **Traffic signal upgrades at Fulton/Market Monroe, 44th/Kalamazoo and 44th/Breton** – City of Grand Rapids
- » **GPS clocks at 22 existing signalized intersection** – City of Grand Rapids
- » **New Signal at Broadway/Bridge as part of road project, sub to Fishbeck** – City of Grand Rapids
- » **New Signal at Ottawa/I-196 Ramp, sub to Fishbeck** – City of Grand Rapids
- » **New Signal at Division and I-196 Ramp, sub to Fishbeck** – City of Grand Rapids
- » **Audible pedestrian signals along Michigan Street at Coit, Barclay & Lafayette** – City of Grand Rapids
- » **Signal modernizations at Fuller/Fulton, Leonard/Diamond & Leonard/Turner** – City of Grand Rapids
- » **Bike signals at Seward/Lake Michigan & Seward/Fulton** – City of Grand Rapids
- » **Traffic signal and safety upgrades at 32nd/Shaffer and 52nd/Eastern** – City of Kentwood
- » **Statewide Road Safety Audits** – Michigan Department of Transportation



Brandy N. Solak, PE

Senior Project Manager



Role on this Project QA/QC Manager

Brandy is a highly accomplished Senior Project Manager with over 25 years of experience leading major FHWA and MDOT infrastructure projects. She is known for driving multimillion-dollar initiatives from concept to completion, integrating cutting-edge safety design, regulatory expertise, and interagency collaboration. Brandy's leadership in deploying the Safe System Approach and innovative speed management strategies has resulted in lasting improvements to roadway safety at both state and national levels. Her data-driven approach and ability to align diverse stakeholders make her a trusted leader in the transportation sector.

Firm

ROWE Professional Services Company

Licenses & Registrations

PE, 2006, State of Michigan - No. 6201053878

Education

Michigan Technological University
Houghton, MI
B.S./Civil Engineering/2000



Michigan
Technological
University

Years of Experience

<1 Years with ROWE

25 with MDOT and FHWA

Certifications / Continuing Education

- National Highways Institute (NHI) Certified Instructor - 2025
- Road Safety Professional Behavioral (Level 2) (RSP2B) - 2021

Affiliations

- WTS International/WTS Michigan
- Institute of Transportation Engineers
- Standing Committee on Performance Effects of Geometric Design (TRB)

Presentations

- "Safe System Approach" Presentations - Michigan Traffic Safety Summit 2024, Alabama Road Safety Conference 2024

Delivered Trainings

- Designing and Operating Roadways for Safe Speeds – Alabama DOT, Arizona DOT, Hawaii DOT, Nevada DOT, South Carolina DOT
- Performance Based Design and Evaluation of Interchanges – Iowa DOT, Michigan DOT, Oregon DOT, Washington DOT
- Roadside Safety Design – Alabama DOT, Alaska DOT, Colorado DOT, Minnesota DOT, Ohio DOT, Utah DOT, Wisconsin DOT

Awards

- 2024 Secretary's Award: U.S. Department of Transportation Speed Management Team for outstanding multimodal coordination and teamwork in contributing to the reduction of speeding-related fatalities and serious injuries on American Highways
- 2023 FHWA Administrator's Excellence in Teamwork Award: Improving Road Safety for All Users on Federal-Aid Projects Request for Information Work Group
- 2022 FHWA Administrator's Excellence in Teamwork Award: I-375 Project Development and NEPA Team

Project Experience

MDOT Traverse City TSC, MI

- M-72 Crush and Shape (JN 120243): Project manager/engineer for 8 miles of HMA base crushing and shaping, geometric updates, intersection improvements, guardrail, miscellaneous drainage improvements, coordination of right-of-way easements, pavement markings and signing, and maintaining traffic on M-72 from the Grand Traverse County Line east to Kalkaska Rd, Kalkaska County (2016 - 2018).

MDOT Safety Programs, MI

- MDOT Highway Safety Improvement Program (HSIP): Federal program manager for MDOT's statewide Highway Safety Improvement Program (HSIP), with an annual approximate budget of \$61 million. Responsibilities included ensuring project selection was data-driven, aligned with Michigan's Strategic Highway Safety Plan, and prioritized safety across all public roads. Emphasized performance-based decision-making to address comprehensive safety needs and maximize the impact of federal investments. Successfully guided MDOT through the federal approval process to utilize 100 percent federal funding for the procurement of a mobile barrier system for statewide deployment, enhancing worker and motorist safety. Facilitated effective communication between MDOT and FHWA program managers, leveraging expert knowledge of federal regulations to optimize program delivery and funding utilization (2022 - 2023).

Washington DOT, Oregon DOT, FHWA Divisions Offices

- I-5 Interstate Bridge Replacement Program: FHWA's subject matter expert in geometric design and safety for the I-5 Interstate Bridge Replacement Program, a transformative bi-state infrastructure initiative spanning the Columbia River between Washington and Oregon. The project will replace the aging I-5 bridge, add safety shoulders and auxiliary lanes, and reconfigure seven closely spaced interchanges to improve access to a future light rail station, downtown Vancouver, Fort Vancouver, parks, schools, and other cultural destinations. Provided expert guidance on innovative interchange and intersection configurations that enhance safety and mobility for all users (drivers, transit riders, cyclists, and pedestrians), while aligning with community goals and preserving the operational integrity of the interstate system. Coordinated with the Washington and Oregon DOTs, FHWA Division Offices, and the FHWA Office of Infrastructure to refine design alternatives and draft justification for proposed changes to the interstate access (2023 - 2025).

FHWA Texas Division Office and TXDOT

- North Houston Highway Improvement Project (NHHIP): FHWA highway design subject matter expert consulted for I-45 North Houston Highway Improvement Project (NHHIP), a transformative project designed to reduce congestion, enhance safety, improve mobility, drive economic and community opportunities, and bolster flood resistance across the Houston region. Involvement included reviewing Texas Department of Transportation design methodology, considerations for a reduced project footprint, evaluation of value engineering studies, and making recommendations for additional safety and design enhancements to reduce highway footprint. (2024).

MDOT Metro Region, Oakland County, MI

- I-96 Flex Route (JN-124103): Federal project manager for 12 miles of freeway reconstruction and installation of an active traffic management system including: gantries, lane control signs, message boards, cameras, detection, ramp metering, crash investigation sites, and bridge improvements on I-96 from Kent Lake Road to the I-237/I-696/M-5 interchange in Oakland County. Provided technical leadership on systems engineering, concept of operations, and ATM strategies to ensure full compliance with federal requirements. Also led the MDOT team through the Manual on Uniform Traffic Control Devices (MUTCD) experimentation process to gain approval for use of orange pavement markings through the work zone (2019 - 2022).

MDOT Metro Region, Detroit, MI

- I-375 Improvement Project (JN 130035): Federal project manager for the transformative effort to re-imagine a 1.1-mile segment of depressed, limited-access freeway in downtown Detroit from Jefferson Avenue to the I-75/I-375 Interchange, City of Detroit, Wayne County. Provided strategic guidance on the development of the Environmental Assessment (EA), including comprehensive reviews of safety, traffic operations, engineering feasibility, and traffic modeling across multiple design alternatives. Advised MDOT on the development of community-focused mitigation strategies, including the formation of a new Local Advisory Committee (LAC), to ensure inclusive input on final design elements and the equitable reuse of surplus property post-construction. This initiative emphasized safety, reconnecting neighborhoods, and restoring community cohesion. Recognized with the 2022 FHWA Administrator's Excellence in Teamwork Award for leadership and collaboration on this nationally recognized urban infrastructure project (2018 - 2022).

MDOT Traverse City TSC, MI

- US-31 Reconstruction (JN109985): MDOT Project engineer/manager for 1.5 miles of reconstruction of US-31 between Holiday Road and 3 Mile Road, a critical arterial and tourism corridor in Traverse City, Michigan. Responsibilities included developing plans and proposal documents in collaboration with the CMCG contractor to provide innovative traffic maintenance strategies and construction staging plans focused on minimizing delays and accelerating project delivery. The project scope encompassed new sidewalk installation, storm sewer upgrades, utility relocations, and right-of-way (ROW) coordination. Successfully engaged with local business owners to ensure continuous access and smooth ROW acquisition. The collaborative approach with the contractor fostered a strong, trust-based partnership that streamlined construction, enhanced satisfaction among commuters and the business community, and completed the project 16 days ahead of schedule (2013 - 2015).

MDOT Gaylord TSC, MI

- US-31 Petoskey Reconstruction, Access Management and Bridge Rehabilitation: MDOT Project manager/engineer for 0.75 Miles of HMA resurfacing, median island construction, storm sewer, sanitary sewer, water main, realignment of Connable and Madison intersections, bridge railing rehabilitation of historic Mitchell Street Bridge, new traffic signals, signal upgrades, and maintaining traffic on US-31 from Charlevoix Ave to Elizabeth Street in the City of Petoskey, Emmet County. Coordinated with McLaren Northern Michigan hospital to maintain access to emergency services entrance and complete reconstruction of driveway and adjacent roadway in less than 24 hours. Leveraged funding from multiple sources (capital preventive maintenance, traffic and safety, signals, bridge, high priority project funding) in addition to city participation, to complete all work in one construction season (2012 - 2014).

MDOT Gaylord TSC, MI

- M-119 Shared Use Path and Boardwalk through Historic Wequetonsing Association: MDOT Project engineer/manager for 0.5 miles of shared use path & boardwalk through Historic Wequetonsing Association, along M-119 in Harbor Springs, Emmet County. Project required innovative design solutions and coordination with the State Historic Preservation Office to protect the historic environment of the community and solve challenging drainage issues. Led stakeholder engagement and built strong partnerships with community groups, non-profit organizations, and homeowner associations to secure right-of-way and deliver the long-anticipated segment of the Little Traverse Wheelway. The project marked the final link in the regional trail system, seamlessly connecting the communities of Charlevoix, Petoskey, and Harbor Springs. Through collaborative problem-solving and innovative design solutions, the project balanced historic preservation with modern mobility needs, enhancing recreational access and regional connectivity (2012 - 2013).



John E. Windlow, PE

Project Manager



Role on this Project Traffic Engineer

John joined ROWE in 2025 and assists with the design and construction management of various municipal road and infrastructure projects. He brings over 23 years of experience in transportation engineering, with a background that includes urban and rural transportation systems, work zone traffic control, construction sequencing, permanent signing and pavement markings, traffic signals, intelligent transportation systems, traffic modeling, roadway design, drainage, and site civil design. John began his career with the Texas Department of Transportation's Traffic Safety Division (1999–2005) before working in the Central Texas region as a consultant for AECOM and RS&H. In 2011, he moved to Tulsa, Oklahoma, continuing consultant design services until 2021, when he transitioned to the public sector to manage transportation projects for the City of Broken Arrow.

Firm

ROWE Professional Services Company

Licenses & Registrations

PE, 2011, State of Oklahoma – No. 25478

Education

Texas A & M University, College Station, TX
B.S./1999/Civil Engineering



Years of Experience

<1 Years with ROWE

23 with other firms

Project Experience

City of Tulsa, OK

- **Rehabilitation and Road Diet for Addition of Bike Lanes; Mingo Road from Pine Street to 36th Street North:** Project manager/engineer for a 2-mile arterial corridor serving the American Airlines Tulsa Maintenance Base and the Spirit Aerosystems facility in Tulsa, Oklahoma. I scheduled, managed, and directed pavement rehabilitation design, geometric roadway design for roadway reconstruction areas, drainage design, bicycle and ADA-compliant pedestrian elements, and utility coordination adjacent to the eastern border of the Tulsa International Airport. Performed work zone maintenance of traffic design for pavement rehabilitation and reconstruction. Designed upgraded traffic signal replacements for the three traffic signals within this corridor. Upgrades included new controller cabinets, infrared vehicle detection systems, a wireless communications system, emergency vehicle pre-emption systems, audible pedestrian push buttons, new mast arms with luminaires, and new strain poles and foundations (2019-2021).

City of Tulsa, OK

- **61st Street and Memorial Intersection Arterial Street Rehabilitation:** Project manager/engineer for a Composed initial Conceptual Design Report, including traffic analyses and preliminary construction estimates for five unique design alternatives. Scheduled, managed, and directed geometric roadway design, retaining wall design, stormwater drainage design, ADA-compliant pedestrian elements, and utility coordination. Coordinated construction phasing for replacement of a 48-inch waterline across the north leg of the intersection in conjunction with intersection improvements to achieve substantial completion before holiday shopping season at the nearby Woodland Hills Mall. Performed work zone maintenance of traffic design for waterline replacement and for pavement reconstruction. Designed upgraded traffic signal replacement, including the temporary traffic signal installation during construction operations, new controller cabinet, an infrared vehicle detection system, a wireless communications system, emergency vehicle pre-emption system, audible pedestrian push buttons, new mast arms with luminaires, and new strain poles and foundations (2013-2015).

City of Tulsa, OK

- **41st Street and Harvard Avenue Intersection Arterial Street Rehabilitation:** Project manager/engineer for a Composed initial Conceptual Design Report, including right-of-way impacts, traffic analyses, and preliminary estimates for two design alternatives. Scheduled, managed, and directed geometric roadway design, retaining wall design, stormwater drainage design, majority of the design of ADA-compliant pedestrian elements, and utility coordination. Developed work zone maintenance of traffic design and designed the upgraded traffic signal replacement (with new controller cabinet, new traffic and pedestrian heads, new pedestrian push button actuators, video vehicle detection system, emergency vehicle pre-emption system, new mast arms, strain poles, and strain pole foundations) (2012-2013).



Simon J. Peter, EIT

Graduate Engineer



Role on this Project Traffic Engineer

Firm

ROWE Professional Services Company

Licenses & Registrations

EIT, 2023, State of Michigan

Education

Michigan Technological University,
Houghton, MI
B.S./2023/Civil Engineering



Michigan
Technological
University

Years of Experience

2 Years with ROWE

0 with other firms

Experience

RELEVANT PROJECT EXPERIENCE

- » **Pickard & Bramber Signal Modernization** – Isabella County Road Commission
- » **Saginaw Road & Baldwin Road Signal Safety Project** – Genesee County Road Commission
- » **Whitehall Road Signal Modernizations** – Muskegon County Road Commission
- » **Division Avenue Pedestrian Crossing Study** – City of Kentwood
- » **As-needed Traffic Engineering** – City of Grand Rapids Mobility
- » **As-Needed Traffic Engineering** – City of Saginaw
- » **M-43 Road Safety Audit** – Michigan Department of Transportation
- » **Hill Road CMAQ** – Genesee County Road Commission
- » **52nd & Stauffer Signal Modernization** – City of Kentwood
- » **Morgan & North Signal Modernization** – Calhoun County Road Department
- » **David-Olmstead Culvert Replacements (NOAA Grant)** – Road Commission of Kalamazoo County
- » **Sprinkle & Market Signal Modernization** – Road Commission of Kalamazoo County
- » **W Avenue Rehabilitation** – Road Commission of Kalamazoo County
- » **MN & 44th, MN/Mercury Safety Project** – Road Commission of Kalamazoo County
- » **Saginaw & Baldwin Safety Project** – Genesee County Road Commission
- » **Davison & Irish Safety Project** – Genesee County Road Commission
- » **Flint & Aloha Signal Modernization** – City of Davison
- » **Pierson & Flushing Signal Modernization** – City of Flushing
- » **Easterday & Meridian Signal Modernization** – City of Sault Ste Marie
- » **US-23 Corridor Study** – Genesee County

Project Experience with other Firms

TRAFFIC ENGINEERING - Traffic & Pedestrian Signal Design

- » **GPS Opticom Safety Project** – Road Commission of Kalamazoo County
- » **Monroe & City Hall Pedestrian Hybrid Beacon** – City of Grand Rapids
- » **City-Wide Pedestrian Improvements (RRFB's)** – City of Grand Rapids
- » **Cell Modem CMAQ Project at 162 Intersections** – City of Grand Rapids
- » **Division Avenue & Leonard/Alpine Safety Project** – City of Grand Rapids
- » **Fuller Corridor & Leonard/Scribner Safety Project** – City of Grand Rapids
- » **Fulton & Straight Signal Modernization** – City of Grand Rapids
- » **Kalamazoo & Langley Signal Modernization** – City of Grand Rapids
- » **City-wide Pedestrian Countdown Signal Heads Safety Project** – City of Grand Rapids
- » **River Street Signal Modernizations** – Road Commission of Kalamazoo County
- » **Pedestrian Hybrid Beacon on Michigan Street** – City of Grand Rapids
- » **Pedestrian signal upgrades at 37 intersections, safety project** – City of Grand Rapids
- » **Pedestrian signal upgrades at 29 intersections, safety project** – City of Grand Rapids
- » **Signal modernizations at Fuller/Fulton, Leonard/Diamond & Leonard/Turner** – City of Grand Rapids

ROADS / BRIDGES

- » **Ottawa Avenue Resurfacing** – City of Grand Rapids
- » **Michigan and College Reconstruction CMAQ Project** – City of Grand Rapids
- » **Drake Road Resurfacing** – Road Commission of Kalamazoo County



Matthew D. Keyes, EIT

Assistant Project Engineer



Role on this Project Traffic Engineer

Firm

ROWE Professional Services Company

Licenses & Registrations

EIT, 2023, State of Michigan – No. 22-810-87

Education

Michigan State University, East Lansing, MI
B.S./2023/Civil Engineering



Years of Experience

2 Years with ROWE

0 with other firms

Certifications / Continuing Education

- Institute of Transportation Engineers

Project Experience

RELEVANT PROJECT EXPERIENCE

- » **Pedestrian Improvements at Various Locations** – City of Grand Rapids
- » **As-Needed Traffic Engineering** – City of Saginaw
- » **I-475 Reconstruction** – HNTB
- » **M-22/M-72 Reconstruction** – Michigan Department of Transportation
- » **Frazho Road MOT** – Consumers Energy
- » **M-139/I-94 BL Rehabilitation** – Michigan Department of Transportation
- » **M-139 CPM** – Michigan Department of Transportation
- » **Hagadorn Road Rehabilitation** – City of East Lansing
- » **14th & D Avenue Traffic Analysis** – Road Commission of Kalamazoo County
- » **Baldwin & Saginaw Signal Design** – Genesee County Road Commission
- » **Mott Community College Traffic Analysis** – H2A Architects
- » **North Mill Street Traffic Analysis** – City of Clio
- » **US-23 Corridor Study** – Genesee County Metropolitan Planning Commission
- » **Cesar Chavez Traffic Assistance** – Moore & Bruggink, Inc.
- » **Letts Road Connector Study** – Midland County Road Commission
- » **Davis Highway Road Reconstruction** – Eaton County Road Commission
- » **Q Avenue Reconstruction** – Road Commission of Kalamazoo County
- » **M-20 Rehabilitation** – Michigan Department of Transportation
- » **US-23 Signing** – Spicer Group
- » **US-127 DSDC** – Michigan Department of Transportation
- » **I-75 DSDC** – Michigan Department of Transportation
- » **Davison & Irish Signal and Sidewalk Design** – Genesee County Road Commission
- » **Coleman Road Rehabilitation** – Isabelle County Road Commission
- » **Division Avenue HAWK Signal** – City of Kentwood



Robert A. Church, PS

Project Manager



Role on this Project Project Surveyor

Robert joined ROWE full-time in May 2019 as a graduate surveyor after serving part-time during the summers while going to college since 2013. Robert's field responsibilities include all assets of field surveying from photo control and mapping to boundary ties and staking. Office duties include research, calculations, processing, CAD, and final drawing preparations. Robert obtained his Professional Land Surveyor license in 2023.

Firm

ROWE Professional Services Company

Licenses & Registrations

PS, 2023, State of Michigan - No. 4001071293

Education

Ferris State University, Big Rapids, MI
B.S./2019/Survey Engineering



Years of Experience

6 Years with ROWE

0 with other firms

Affiliations

- Michigan Society of Professional Surveyors, Saginaw Valley Chapter
- National Society of Professional Surveyors

Project Experience

City of East Lansing, MI

- Haslett Road Rehabilitation: Project surveyor for the design phase of road improvements on Haslett Road from BL-69 to Park Lake Road. Funding was by local match plus MDOT LAP and TAP funds. Project consists of HMA mill and resurface, pedestrian crossing upgrades, ADA ramp and sidewalk upgrades, four to three lane conversion and minor storm sewer improvements (ongoing).
- Hagadorn Road Rehabilitation: Project surveyor for the design phase of road improvements on Hagadorn Road from Burcham south to the Red Cedar Bridge. Project consisted of HMA mill and resurface, mid-block crossing, ADA ramp upgrade, sidewalk upgrade, 4 to 3 lane conversion and restoration. Project was funded both by a TAP and MDOT LAP funding (2024).

St. Joseph, MI

- Botham Avenue Reconstruction: Project surveyor for the design phase of a 800-foot road reconstruction with new curb and gutter, separated pathway, on street parking and ADA sidewalk upgrades. Project also includes full replacement of the existing water main including a jack and bore under Niles Avenue (M-63) requiring a MDOT permit. Project is funded by MDOT Local Agency Program and is programmed to be constructed in 2025 (ongoing).

City of Alma, MI

- Lincoln Avenue Reconstruction: Project surveyor for road reconstruction project including utility upgrades and new curb and gutter and sidewalk. Project was funded using MDOT LAP (2018).
- Pine Avenue Reconstruction: Project surveyor for reconstruction of 0.5 miles of Pine Avenue, from Washington Street to E Warwick Drive. Utility improvements included new water main and water services, new storm sewer, and new sanitary sewermain and sanitary sewer leads. EGLE permitting was required for the sanitary sewer and water main improvements. The project is funded through the MDOT Local Agency Program and utilized DWSRF funding (2024-2025).

Eaton County Road Commission

- Davis Highway Reconstruction: Project surveyor for the design phase of a 5,000-foot road reconstruction project. Scope included road widening, analysis and design of a roundabout and county storm drain replacement. Project was necessary to improve the road segment adjacent to a new battery plant. ROWE also performed construction engineering services as part of our contract with the road commission.

Mead & Hunt

- Battle Creek Executive Airport: Graduate surveyor responsible for staff coordination and project QA/QC. Providing surveying services to assist with the ALP update at the Battle Creek Executive Airport at W.K. Kellogg Field in Battle Creek, Michigan. Performed project research, property boundary survey and prepared base drawing for 51M Property Boundary Survey Layout Exhibit A document. Utilized title search information provided by client (2024-ongoing).

Consumers Energy Company, various locations, MI

- Horseshoe Creek to Remus 46kV (Wheatland, Millbrook and Belvidere Townships): Graduate surveyor for a rebuild of a 46kV line through three townships. Provided field survey with ties to public land survey corners of proposed route centerline, topographic features, overhead location and ground clearance, staking proposed centerline, computations, mapping of right-of-way, and prepared CADD drawings. Processed all survey control data. Project control was relative MCS Central Zone NAD83 horizontal and NAVD 88 vertical datum (2019).
- EIRP and CAP Projects: Survey field and office technician for the EIRP and CAP projects, providing surveying services for Consumers Energy for planimetric mapping to assist with the design of existing gas pipelines determining the road right-of-way and topographic features (2013-ongoing).
- Rosebush to Mt. Pleasant 46kV Line (Isabella County, MI): Graduate surveyor for profile line survey services to assist in the planning and construction for the Rosebush to Mt. Pleasant-Summerton #1 46kV line. Locating and reestablishing existing right-of-way, easement, and section control lines. Providing pipeline location of existing gas pipeline per client's instruction. Preparing base map of project area (ongoing).
- Vernon to Rosebush 46kV Line (Isabella County, MI): Graduate surveyor providing surveying services to assist with planning and construction for the Vernon to Rosebush 46kV line. Locating and reestablishing existing road right-of-way, easement, and section control lines. Providing pipeline location of existing gas pipeline per client's instruction. Preparing a base map of the project area and reference the Rosebush to Mt. Pleasant base map (ongoing).
- Pipeline Integrity, Above Ground Markers (AGM) Staking (various locations, MI): Project surveyor and certified locator for pre-pig inspection staking for AGM to monitor pig run for various-sized transmission pipelines. Locations were reported in latitude, longitude, elevation, time, and conditions. Photos and sketches of locations provided with final report (2015-ongoing).
- Line 100A (Gratiot County, MI): Survey field and office technician for construction surveying services of approximately two miles of existing transmission line replacement, including pipeline locations, right-of-way staking, pipeline staking, and project coordination. Project also included as-built services during replacement construction (2016).
- Line 300 (Clare County, MI): Survey field and office technician for depth verification of a pipeline crossing at Old State Road. Also provided pipeline location and construction surveying services during the lowering of the existing pipeline replacement, pipeline staking, site grading, and project coordination. Project also included as-built services during replacement construction (2016).
- Line 100A, B, C (Isabella County, MI): Survey field and office technician for design survey of a washout along the three pipelines crossing a county drain crossing. Provided construction surveying services during the lowering of the existing transmission lines, pipeline staking, site grading, and project coordination. Project also included as-built services during replacement construction (2016).
- Bullock-Edenville 138kV Rebuild (Midland County, MI): Survey field and office technician for profile line survey along approximately 6 miles of existing line to be rebuilt. Calculated existing fee strip locations and deliverables (2016).
- FAA Permit Survey (Muskegon): Graduate surveyor for Part 77 FAA permit survey support at Muskegon County Airport – Light Pole Replacement. Determined location and state plane coordinates of proposed light pole and responsibilities included field work, CAD drafting and report preparation (2020).
- 108th Street Right-Of-Way (Barry County): Graduate surveyor for road right of way establishment and staking of approximately 1 ½ miles for a design project of a new overhead electric distribution line along 108th Street. Responsibilities included field work, CAD drafting and production of project deliverables (2020).

Michigan Gas Utilities, Wayland MI

- Graduate surveyor for topographical survey and staking of alignment of approximately 2 miles of road and right-of-way for new gas mains. Project was completed in state plane coordinates. Responsibilities included field mapping and alignment staking (2020).

Michigan Department of Transportation, various locations, MI

- I-75 Design, Right-of-Way and Hydraulic Survey: Survey field and office technician responsible for assisting project surveyor with research and reporting, field mapping, control work and property ties for the retracement of late-1950s alignment and right-of-way along 10 miles of I-75 (Cheboygan County). Design survey included horizontal and vertical control, legal and non-legal right-of-way determination, legal alignment determination, mobile scanning, conventional topographic mapping, and structure inventory. Mobile scanning data was merged with conventional data in Power GEOPAK/ MicroStation for the final deliverable. Project was relative to NAD83/CORS2011 MCS Central Zone established using static GPS techniques and NAVD 88 vertical datum determined by differential leveling from an OPUS determined elevation near the center of the project site (2018-2019).

Parsons Environmental & Infrastructure Group, Inc., Gratiot, Midland, and Isabella Counties, MI

- Chevron USA, Inc.: Survey field and office technician for environmental design surveys, control surveys, flood plain survey, and boundary survey at various sites relative to the environment remediation of former oil production areas (2016-ongoing).

DTE Energy, various locations, MI

- Little Silver Lake New Main (Holton & Cedar Townships): Survey technician for field staking of public right-of-way for approximately four miles of gas main. The gas main was to be constructed within public road and highway rights-of-way. The project required research of public for records for easements, surveys, land survey corners, road alignment, deed descriptions to determine rights-of-way of platted subdivision plats, private condominium plans, and non-platted county roads. The project also included retracement of county road commission plans and field notes maps. ROWE staff reviewed the field data of recovered monumentation to determined rights-of-way to be staked. Staking plans were then calculated and stakeout plans were provided to the onsite field crews. The field staking included both sides of the right-of-way throughout the project limits. The project was completed using NAD83/CORS2011 MCS South Zone coordinates (2016).



Nathan J. Whitting, PE

Assistant Project Engineer



Role on this Project Construction Project Manager

Mr. Whitting served three construction internships from 2017 to 2019, two of which were with ROWE. After graduating college with honors in 2020, he spent one year with another Michigan consulting firm before joining ROWE's construction staff full-time in 2021. He has worked on numerous MDOT and Local Agency Projects for various TSC's and municipalities, which has made him a well-rounded inspector. He began assisting in the management of projects in 2023, and has successfully completed 13 projects ranging from full road reconstruction to signal modernization.

Firm

ROWE Professional Services Company

Licenses & Registrations

PE, 2023, State of Michigan – No. 6201313127

Education

Michigan State University, East Lansing, MI
B.S./2020/Civil Engineering



MICHIGAN STATE
UNIVERSITY

Years of Experience

4 Years with ROWE

3 with other firms

Certifications / Continuing Education

- ACI Concrete Field Testing Technician – Grade 1
- MCA Concrete Field Testing Technician – Level 1
- MI Certificate of Aggregate Technician – Level 1
- MDOT Concrete Paving Inspection Training
- MDOT Bridge Construction/Rehabilitation & Paint Training
- MDOT/ACEC Material Acceptance Process Training
- MDOT Structural Steel Bolting/Welding Training
- MDOT Density Technology Certification
- MDEGLE Storm Water Management Certification
- MDOT Local Agency HMA Sampling
- MDOT HMA Paving Operations Training

Project Experience

City of East Lansing

- Coolidge Road Resurfacing (JN 205867): Assistant construction engineer for 1.27 miles of hot mix asphalt cold milling and resurfacing, concrete curb, gutter and ramps, joint repairs and pavement markings on Coolidge Road from Lake Lansing Road to Saginaw Street in the city of East Lansing, Ingham County (3/2024-7/2024).
- Hagadorn Road Rehabilitation: Assistant construction engineer for the design phase of road improvements on Hagadorn Road from Burcham south to the Red Cedar Bridge. Project consisted of HMA mill and resurface, mid-block crossing, ADA ramp upgrade, sidewalk upgrade, 4 to 3 lane conversion and restoration. Project was funded both by a TAP and MDOT LAP funding (2024).

Road Commission of Kalamazoo County

- MN & Mercury Drive Safety (JN 216404, 218366): Assistant project engineer for 2.16 miles of hot mix asphalt cold milling and resurfacing, widen for left turn lane, aggregate shoulders, signing and pavement markings on Mercury Drive from MN Avenue to E. Michigan and MN Avenue from 42nd Street to Mercury Drive, Kalamazoo County (6/2024-ongoing).

City of Jackson

- High Street and Elm Avenue Rehabilitation (JN 216641) : Assistant project engineer for 0.94 miles of hot mix asphalt reconstruction, crushing, shaping and resurfacing, concrete curb, gutter and sidewalk and pavement markings on Elm Avenue from North Street to Floral Avenue and High Street from Executive Drive to South Street in the city of Jackson, Jackson County (2/2024-8/2024).

City of Alma, MI

- Lincoln Avenue Reconstruction: Assistant construction engineer for road reconstruction project including utility upgrades and new curb and gutter and sidewalk. Project was funded using MDOT LAP (2018).
- Pine Avenue Reconstruction: Assistant construction engineer for reconstruction of 0.5 miles of Pine Avenue, from Washington Street to E Warwick Drive. Utility improvements included new water main and water services, new storm sewer, and new sanitary sewermain and sanitary sewer leads. EGLE permitting was required for the sanitary sewer and water main improvements. The project is funded through the MDOT Local Agency Program and utilized DWSRF funding (2024-2025).

MDOT – Grand Region

- Muskegon County M-46 Signal Modernizations (JN 209373): Assistant project engineer for traffic signal and sidewalk ramp modernizations on M-46 at six locations, Muskegon County (1/2024-ongoing).
- US-131 Traffic Signal Modernization and Sidewalk Upgrades (JN 218807) : Assistant project engineer for traffic signal modernization and sidewalk ramp upgrades on M-11 (Wilson Avenue) at Leonard Street and US-131 Southbound off ramp at Post Road, Kent County (4/2024-ongoing).

MDOT – Brighton TSC

- US-23 Flex Route Extension (JN 210068): Field technician for 7.46 miles of hot mix asphalt reconstruction and shoulder widening for flex route, construction of crash sites, interchange reconfigurations, cold milling and resurfacing, bridge replacement and bridge rehabilitation of nine structures including temporary widening, epoxy overlay, substructure and railing patching, concrete surface coating, steel structure coating cleaning and coating and heat straightening retaining wall, sound wall, ITS equipment, drainage, signing, lighting and pavement marking on US-23 from South of M-36 to Spencer Road, Livingston County (5/2023-ongoing).

City of Charlotte

- Hall Street Reconstruction (JN 212776): Field technician for 0.53-miles of hot mix asphalt reconstruction, concrete curb, gutter and sidewalk ramps, storm and sanitary sewer and pavement markings on Hall Street from Lansing Road (I-69BL) to Cochran Road (M-50) in the City of Charlotte, Eaton County (5/2023-10/2023).

City of Charlotte / MDOT

- East Harris Street Reconstruction (JN 208362): Lead field technician for 0.26 mile of HMA reconstruction, concrete curb, gutter and sidewalk ramp, sanitary, water main and pavement markings on Harris Street from Cochran Road (M-50) to Lansing Road in the city of Charlotte, Eaton County (3/2021-ongoing).

City of Beaverton

- Industrial Park Improvement : Lead field technician for the reconstruction of Glidden Road from M-18 to Terry Diane, including removal and replacement of sanitary sewer and storm sewer, installing concrete curb and gutter and HMA paving. The work also includes the reconstruction of Terry Diane Street from Glidden Road to Blades Road, including relocating a portion of the road. (7/2021-12/2021).

MDOT – Davison TSC

- I-69 Road Reconstruction and Bridge Rehabilitation (132026): Lead field technician for 2.19 miles of freeway concrete road reconstruction, storm sewer, traffic signal modernizations, freeway lighting, ADA ramp upgrades, rehabilitation of 19 structures, pavement markings and maintaining traffic on I-69 from Fenton Road to M-54 including the I-69/I-475 interchange in the city of Flint, Genesee County (6/2021-9/2022).
- I-69 Reconstruction (JN 115799A, 116474A, 118918A, and 128064A): Field technician for 2.0 miles of concrete roadway reconstruction, concrete curb, gutter, sidewalks and ramps, barrier, grading, sewer, drainage, traffic signals, signing, pavement markings, lighting, guardrail, bridge deck rehabilitation, pedestrian bridge removal, and culvert headwall extensions along I-69 and Hammerberg Road ramps in the City of Flint, Genesee County (6/2018-8/2018).

UNDERSTANDING OF SERVICES

► STATEMENT OF UNDERSTANDING AND WORK PLAN

Understanding of Services

We understand the City of Muskegon is seeking proposals for Professional Engineering Services to prepare three traffic signal modernization construction bid documents for intersections along the Henry Street Corridor. This project is funded by FY 2027 Congestion and Mitigation Air Quality (CMAQ) funds and will follow the Local Agency Program (LAP) design and submittal process through the Michigan Department of Transportation (MDOT). Plans are to be designed using the current versions of the MDOT Standard Specifications and the MDOT Signal Standard Details, with coordination on any special details from the City of Muskegon.



This project involves the modernization of traffic signal equipment at the three intersections shown in the map above. The scope of work includes both design and construction support services to ensure compliance with current standards, safety, and accessibility requirements. The following outlines our understanding of the services to be provided:

1. Traffic Signal Modernization - The project will upgrade existing traffic signal systems to include, at a minimum:

- A base-mounted controller cabinet at each intersection
- New traffic and pedestrian signal heads
- Pedestrian push button actuation systems, where necessary
- Vehicle detection systems, including embedded loops and/or camera-based detection, as required
- Illuminated case signs and overhead illuminated street name signs
- Box Span configuration with new wood poles or strain poles
- New permanent line markings signs (as needed)

2. Design and Engineering Services:

- Topographic survey to support detailed construction plan development
- Detailed grades for proposed sidewalk to ensure the Americans with Disabilities Act (ADA) compliance at

all intersections and corresponding with pedestrian push button locations (if required)

- Illuminated case signs and overhead illuminated street name signs
- State Historic Preservation Office (SHPO) application
- National Environmental Policy Act (NEPA) documentation
- Preparation of signal removal plans, construction plans, Merl engineer's estimate (in both PDF and XML formats), and project specifications

3. Utility Coordination:

- Coordination with Consumers Energy and other utility providers to identify and resolve conflicts
- Coordination with CSX Railroad for interconnect at Laketon Avenue
 - ROWE anticipates this will not be required as interconnect with signal is not recommended based on field review and experience with this type of work
- Field meeting with utility companies to review proposed signal work
- Underground utility coordination, including notification of proposed plans and a pre-GI utility coordination meeting

4. Geotechnical Investigation:

- Soil boring at each proposed pole foundation location (one at each foundation, four each if possible) to inform structural design if strain poles are utilized
 - If wood poles are utilized, foundation borings will not be necessary.

5. Construction Support:

- Assistance during letting and construction, including responses to contractor inquiries and plan clarifications
- Construction observation and file management
- As-Built Drawings upon completion of construction, reflecting all field changes and final installations

ROWE has broken the project out into the following tasks based on the RFP:

TASK 1 - DESIGN, DETAILS, AND TASKS

Pre-Design Meeting: The success of any traffic signal improvement project begins with a full understanding of the

UNDERSTANDING OF SERVICES

client's goals. Our first task in this phase will be to schedule and attend a kick-off meeting with the City of Muskegon and other stakeholders. The purpose of this meeting will be to discuss project goals, review project details, schedule, and identify critical tasks. Following this meeting, the Project Manager, Hailey Savola, will develop a work plan outlining all aspects of the project and meet with all ROWE project team members to review and assign tasks.

Signal Timing and Traffic Counts : During the project kick-off meeting, ROWE will obtain the existing signal timing permits for each intersection from the city. These permits will be reviewed to identify any necessary updates in coordination with the signal modernization effort. This review will include:

- Signal phasing adjustments
- Pedestrian crossing time updates
- Clearance interval modifications

Topographic Survey and Utility Conflicts: ROWE has a full survey staff available in our Grand Rapids office to complete a full topographic survey to support the development of construction plans for each location

During this step, ROWE will initiate the utility coordination process by submitting MISS DIG design tickets for each project intersection. This will allow for the identification and mapping of all existing underground and overhead utilities within the project limits.

Following the ticket submissions, we will begin a comprehensive review of all existing utility records and as-built documentation to identify any potential utility conflicts early in the design phase. Utility coordination is a critical step in the schedule for this project. ROWE's proactive approach will help mitigate risks and avoid costly delays during construction.

To facilitate this process, we will utilize the MDOT Utility Conflict Matrix to document and track all identified conflicts. All potential utility conflicts will be shared with the City of Muskegon and the respective utility companies for their review and input.

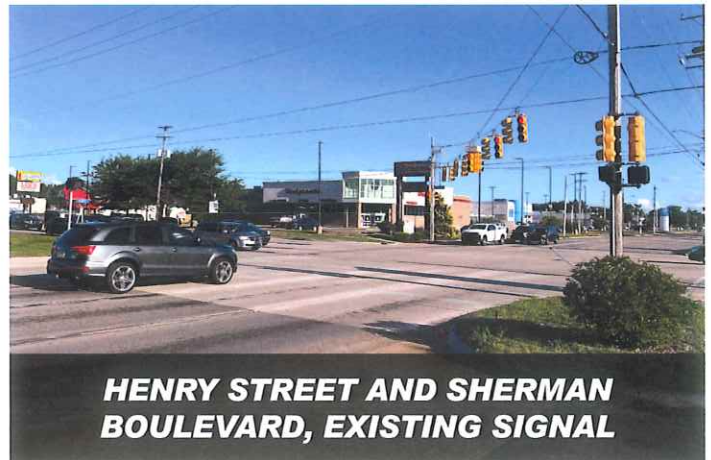
Additionally, we will coordinate and schedule a field review meeting with all stakeholders, including utility representatives and project team members, to verify utility locations, assess conflicts in the field, and discuss potential resolutions.

Based on ROWE's recent field review of the intersections, there are anticipated to be overhead and underground utility conflicts at each location. ROWE will work with the respective utility



UNDERGROUND AND OVERHEAD UTILITY CONFLICTS AT LAKETON AVENUE

companies early in the design process to avoid conflict or note conflict and relocation options. ROWE will also review if existing shared use poles can be used for the proposed box span configuration, or if new poles are required. These can be wood poles or strain poles. ROWE anticipates utilizing wood poles as much as possible, if right-of-way is available for guying properly, due to funding on the project. Where right-of-way is not available and new poles need to be placed; ROWE will review the use of steel strain poles.



HENRY STREET AND SHERMAN BOULEVARD, EXISTING SIGNAL

Geotechnical Investigation: ROWE will consult with Material Testing Consultants (MTC), to conduct the geotechnical investigation at each intersection location, as needed. A minimum of one deep soil boring will be conducted at each proposed pole foundation location, and up to four each if possible. The results of the geotechnical investigation will inform us of the proposed layout for each intersection, supporting discussions between ROWE, the city, and utility companies. Costs for these services are provided separately in our proposal as this may not be needed based on use of wood poles instead of strain poles.

Design: ROWE's Project Manager (PM) will schedule a field meeting with City staff and utility company representatives once preliminary plans are available. These plans will show both existing utility facilities and the proposed layout. The purpose of this meeting is to review proposed pole locations and underground infrastructure in the field.

To facilitate the on-site meeting, preliminary staking will be completed for proposed signal foundations, sidewalk ramps, handholes, pedestals, and conduit crossings. This will ensure that any potential utility conflicts are clearly visible and can be addressed collaboratively in the field. Coordination with utility companies will continue throughout the design process to determine and plan for any required relocations.

UNDERSTANDING OF SERVICES

Signal and intersection sidewalk ramps will be designed in accordance with:

- MDOT standards
- Federal Highway Administration (FHWA) guidelines
- American Association of State Highway and Transportation Officials (AASHTO) practices
- Public Right-of-Way Accessibility Guidelines (PROWAG)

After the site meeting and coordination with utility companies, ROWE will complete Grade Inspection (GI) Plans showing all proposed work, including detailed grades for sidewalks, ramps, and push button pedestals.

All MDOT project submittal requirements will be followed to ensure the project is eligible for obligation and letting. This includes coordination and preparation of documentation for NEPA and SHPO clearances, as required, to support GI and final plan submittals.

The design phase will also include a review of the existing right-of-way and identification of any permanent right-of-way or grading easements needed—primarily for sidewalk ramps and signal foundation placement. ROWE has extensive experience completing these services, including for clients requiring compliance with the MDOT LAP right-of-way process. Although not specifically requested in the RFP, ROWE can provide this service at an additional fee if requested by the city of Muskegon. We did not include a fee for right-of-way acquisition in our proposal.

Plans for the project are anticipated to include the following:

- Cover/Title Page
- Project Notes/Miscellaneous Quantities Sheet
- Signal Legend
- Signal Removal Sheet
- Signal Install Sheet
- Signal Wiring Diagram Sheet
- Signal Details and Sidewalk Ramp Detail Sheet
- Construction Maintenance of Traffic Sheets
- Permanent Pavement Marking and Signing Sheets

Submittal Milestones and Requirements: ROWE is very experienced in the MDOT LAP submittal process for projects and will be able to submit all project documentation to MDOT through ProjectWise. Anticipated for this project are the following:

- SHPO Clearance
- NEPA Clearance
- MDOT Program Application
- Scoping/Kick Off Meeting with City of Muskegon

- Field Utility Coordination Meeting
- Preliminary GI Plans (greater than 80 percent) including:
 - Engineer's Estimate
 - Project specific special provisions
 - Final Plans Final certification of project for letting

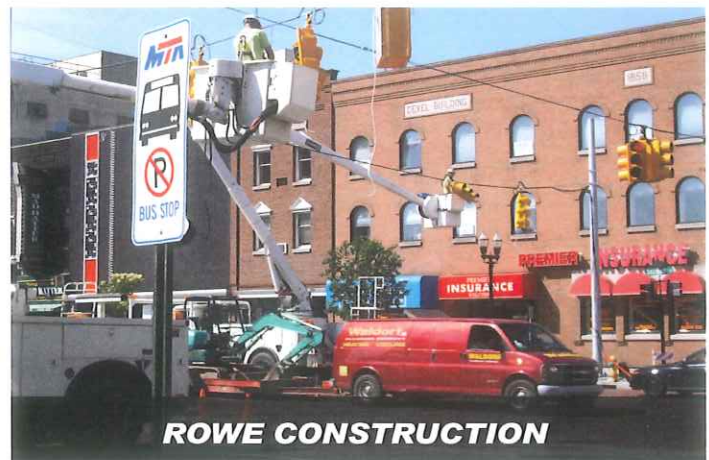
ROWE will attend all project meetings including, but not limited to, plan review meetings with the city, the MDOT GI meeting, and utility coordination meetings.



HENRY STREET AND HACKLEY AVENUE

TASK 2—CONSTRUCTION OBSERVATION AND ENGINEERING

Pre-construction Phase: Upon contract award, ROWE will work with the city and the contractor to schedule the pre-construction meeting. Meeting attendees will include the construction contractors, utilities representatives, city staff, MDOT local agency representatives, the ROWE team, and others as deemed appropriate. It is imperative representatives of every entity involved with the project attend this meeting.



ROWE CONSTRUCTION

Prior to the meeting, ROWE will review the information and the pre-construction meeting agenda with city staff. ROWE will utilize the MDOT LAP Preconstruction Meeting Agenda Template. At a minimum, we will request the contractor

UNDERSTANDING OF SERVICES

submit the following items at the pre-construction meeting.

- Progress schedule
- Safety plan
- List of subcontractors
- Emergency contacts
- Concrete and HMA mix designs
- Material certifications and sources
- A contractor internal traffic control plan

During the pre-construction meeting, ROWE will review the plans and proposal, highlighting items of importance. At a minimum, we will discuss:

- Material submittal requirements
- Maintaining traffic specifications, including notifications, construction impact area, and work hours
- Utility coordination and relocation work
- Paperwork routing and timely submittals
- Lines of communication for oversight and construction engineering
- Contractor's progress schedule
- Importance of a timely and efficient project closeout

We will provide time for the contractors to ask questions and submit requests for information. We believe the pre-construction meeting has significant importance to the successful outcome of a project. The meeting lays the groundwork for how the construction phase of the project will be managed and project expectations.

Construction Engineering: ROWE will provide full construction engineering services to the City of Muskegon. We have the knowledge, experience, and certifications necessary to perform all tasks from project engineering to material testing. All material testing, including density testing, concrete testing, and aggregate sampling will be performed in house by ROWE's inspector assigned to the project. ROWE's construction engineering services will provide the following:

- Project engineering and administration
- GPS as-builts of underground utilities
- Daily updates to the city's project manager on project status and schedule
- Inspection and daily reports
- Onsite material testing, density testing, and reporting
- Construction QA/QC

ROWE has developed an efficient and time-tested approach to administering construction engineering contracts for local municipalities. Our goals for this project are:

- Providing the City with a quality product
- Ensure work for each construction item is completed in accordance with governing specifications

- Work with the contractor and city staff to anticipate and solve issues before they become problems and affect the progress schedule
- Practice strict oversight of maintaining traffic items and traffic flow and maintain a safe and clean environment for local traffic and pedestrians

Contract Administration: As part of ROWE's construction services, we will provide the following administration services:

- Prepare change orders as needed
- Host onsite bi-weekly progress meetings and issue minutes
- Review shop drawings and material certifications for approved materials
- Assist city staff in addressing issues presented by residents
- Provide the city with daily status updates

This project will follow MDOT's LAP construction requirements as well as any City of Muskegon documentation requirements. AASHTOWare will be utilized for this project. ROWE is experienced in this new software and will be able to assist the city navigating it and signing documents.

Post-Construction - Final Inspection, Acceptance, and Closeout: After construction is complete, ROWE will generate a punch list and proceed with project closeout. We will communicate with the contractors to make sure all outstanding items are completed to the City and MDOT's satisfaction. Once complete, we will schedule a final walkthrough.

We will work on project closeout throughout construction. From our experience, we have learned it is never too early to obtain required documentation for closeout. We make it a habit to meet with the foreman daily to agree on quantities and review outstanding paperwork for items placed that week.

Our construction engineering services budget for this project is based on the anticipated level of effort required for the onsite construction observation, material testing, and office support. We have identified three individuals who will be performing all the work associated with construction services. The following is our projected hours per week for the key components. We anticipate the construction phase of this project will take approximately 12 weeks to complete field activities and closeout.

- Project Manager – 2 hours per week for a total of 12 weeks
- Assistant Project Engineer/QA/QC/Office Technician – 8 total hours per week for a total of 12 weeks
- Field Technician/Material Tester – 40 hours per week for 12 weeks of the construction phase
- Lab Testing – \$1840

DETAILED SCOPE OF WORK AND FEE

PROPOSED PROJECT SCHEDULE

Project Submittals	Schedule
Proposal Submittal	September 11, 2025
Notice of Award	September 23, 2025
Kick-Off Meeting with CCW and other Stakeholders	Week of September 29, 2025
Field Work (Survey, Geotechnical)	Week of September 29, 2025
Preliminary Layout & Plans – Submit to City and Utilities for Review	October 20, 2025
Receive Preliminary Layout Comments	Week of November 3, 2025
Submit Program Application, NEPA and Section 106 to MDOT	November 4, 2025
Conduct Field Meeting with Utilities and CCW	Week of November 24, 2025
Submit GI Package to City and MDOT	May 4, 2026
GI Meeting with MDOT	Week of June 1, 2026
Final Submittal to the City and MDOT	July 17, 2026
Bid Letting through MDOT	October 2, 2026
Construction (anticipated)	November 2026 to November 2027

Note ¹: Schedule follows MDOT's Local Agency Program's 2026 Project Planning Guide

DETAILED SCOPE OF WORK AND FEE

DESIGN					
	Senior PM	PM	Graduate Engineer	Total Hours	Total Costs
Rates					
Task					
Kick-off Meeting	1	1	1	3	
Design Plans	8	60	100	168	
Additional Meetings (Field,GI)		12		12	
Program App, NEPA and Section 106		4	8	12	
Estimate		4	8	12	
Specifications		4	8	12	
Utility Coordination		8	16	24	
Total	\$1,620	\$12,750	\$14,625	243	\$28,995

CONSTRUCTION*					
	Senior PM	Road Tech/ Inspector	Office Technician	Total Hours	Total Costs
Rates					
Task					
Project Manangement Oversight	40			40	
Inspection		400		400	
Office Tech (Weekly, Start-up & Closeouts)		32	80	112	
Material Testing (Lab Fee - Flat Rate)					\$500
Total	\$6,400	\$51,840	\$10,000	552	\$68,740

*Assumptions:

40 hour Weeks for 10 Weeks of Construction
Survey layout to be completed by Construction Staff

Services	Fee
Design Phase (ROWE)	\$28,995
Survey (ROWE)	\$13,275
Construction Phase (ROWE)	\$68,740
Geotechnical (MTC) (If Required)	\$13,000
Total Effort	\$126,616

LOCATION OF FIRM

➤ INTRODUCTION

ROWE Professional Services Company (a Michigan corporation) is a professional engineering consulting firm, with large-firm resources, broad expertise, and the personal service and attention you deserve. Our staff of more than **250 professionals** in Michigan and South Carolina strives for **100 percent** client satisfaction.

Specialties include:

- Civil Engineering
- Surveying
- Landscape Architecture
- Community Planning
- Aerial Mapping / Imagery
- Reality Capture



➤ BEYOND TECHNICAL EXCELLENCE

You expect technical expertise and broad experience from a capable consulting firm. At ROWE, we go one step further, combining expertise and experience with dedication to provide unsurpassed personal service. Our commitment to personal service focuses on:

- Building and maintaining long-standing client relationships and treating clients as partners in developing and improving the communities in which we work and live.
- Being a dependable point of contact for project advice, inquiries, and client concerns.
- Educating and informing our clients of the latest technology, trends, and regulations.
- Working in our communities for the good of our communities.

➤ PROJECT APPROACH AND PERSONNEL

After more than six decades of service, our satisfied clients include large and small municipalities, corporations, private individuals, and governmental bodies alike. Our approach is simple - we listen to our clients and tailor project teams to meet the specifics of each job. Our clients can rely on their project manager for the technical skills, experience, and education necessary to successfully complete the job on time, within budget, and to their satisfaction. Our corporate resume continually grows as challenging projects present new opportunities.

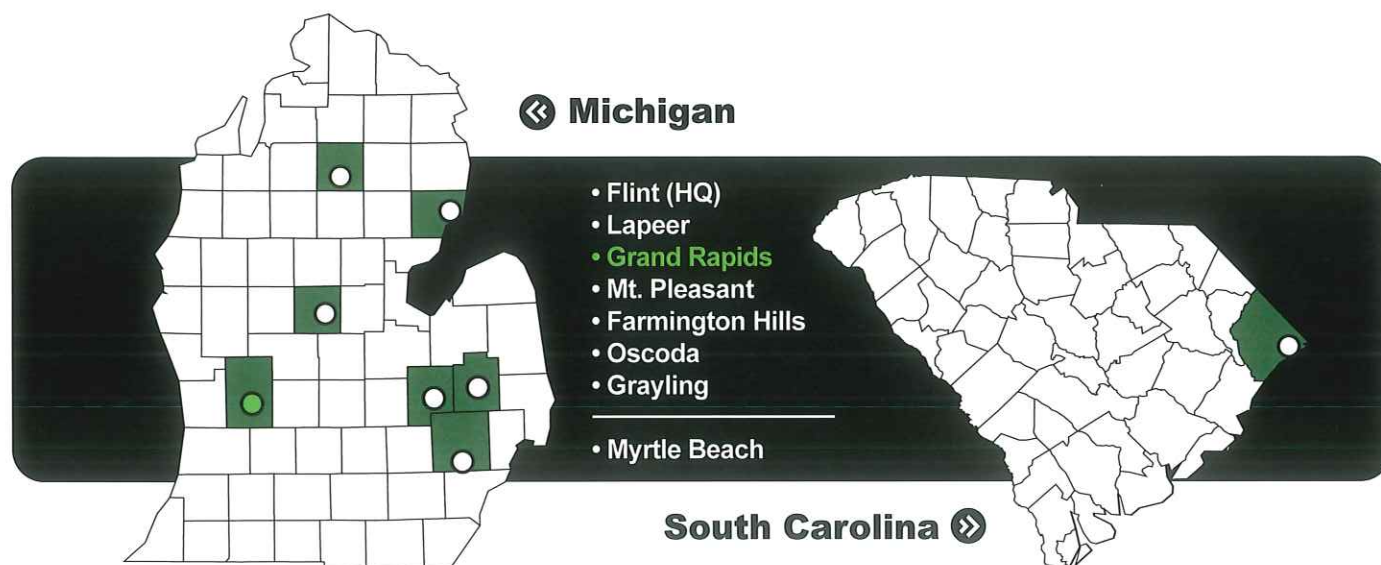
➤ QUALITY ASSURANCE AND CONTROL ENSURES ACCURACY

Effective quality assurance and control is key to every project and is the final gate our projects pass through before reaching the home stretch – presentation to the client

We review each project at key milestones for conformity to our standards. This review is completed by qualified personnel not directly involved with the project to guarantee accuracy.

LOCATION OF FIRM

OFFICE LOCATIONS



FLINT

540 S. Saginaw Street
Suite 200
Flint, MI 48502
Ph. (810) 341-7500
Fax (810) 341-7573

LAPEER

128 N. Saginaw Street
Lapeer, MI 48446
Ph. (810) 664-9411
Fax (810) 664-3451

FARMINGTON HILLS

27280 Haggerty Road
Suite C-2
Farmington Hills, MI 48331
Ph. (248) 675-1096
Fax (800) 974-1704

GRAYLING

2342 Industrial Street
Suite A
Grayling, MI 49738
Ph. (989) 348-4036
Fax (989) 348-5416

MT. PLEASANT

127 S. Main Street
Mt. Pleasant, MI 48858
Ph. (989) 772-2138
Fax (989) 773-7757

OSCODA

212 N. State Street
Oscoda, MI 48750
Ph. (800) 837-9131
Fax (800) 974-1704

GRAND RAPIDS

507 36th Street, SE
Grand Rapids, MI 49548
Ph. (616) 272-7125
Fax (800) 974-1704

MYRTLE BEACH, SC

4502 Highway 17 Bypass S.
Myrtle Beach, SC 29577
Ph. (843) 444-1020
Fax (843) 448-3936

SUMMARY

ROWE Professional Services Company is enthusiastic about working with you to achieve your goals. In business for over 63 years, we have built a strong foundation from which our knowledge and experience has grown. We use the current technology you find in large firms but remain small enough to deliver our trademark personal service.

LOCATION OF FIRM



► OUR SPECIFIC CAPABILITIES

Civil Engineering

- Bridges
- Roads
- Water Systems
- Traffic Engineering
- Sewer Systems
- Pumping Stations
- Parks & Recreation Facilities
- Land Development
- Signal Design
- Demolition
- Wastewater Treatment
- Parking Lots
- Construction Services

Surveying

- Topographic Mapping
- Right-of-Way
- Construction Staking
- Retracement
- Government Corners
- Wind/Solar/Pipeline
- ALTA
- Cadastral / Boundary
- Pipeline Locators
- Remonumentation
- Mobile LiDAR
- LiDAR Data Extraction

Landscape Architecture

- Streetscapes
- Parks
- Historic Landscapes
- Transportation Corridors
- Recreation Areas
- Walkways & Trails
- Waterfronts
- Residential Development
- Planting Plans
- Site Enhancements
- Campus Planning
- Sensitive Environments

Planning

- Master / Land Use Plans
- Parks & Recreation Plans
- Downtown Development Plans
- Tax Increment Finance Plans
- Neighborhood Plans
- Strategic Plans
- Zoning Ordinances
- Capital Improvement Programs
- Feasibility Studies
- Urban Design

Aerial Imagery/Mapping

- Vertical & Oblique Photography
- Analytic Aerial Triangulation
- DTM-DEM Surface Modeling
- Digital Orthophotography
- GIS Base-Mapping
- UAS Imaging & Mapping
- Digital Orthophotography
- GIS Base-Mapping
- UAS Imaging & Mapping

Reality Capture

- 3D Object Modeling
- 3D Site Point Clouds
- BIM & Industrial Modeling
- Point Cloud Classification & Analysis
- Mesh Modeling
- Terrain Modeling & Contouring
- Structural Modeling
- Contouring & Volumes
- Dimensioned Exhibits
- Building Forensics
- Historic Preservation
- Monitoring

LOCATION OF FIRM

➤ ROWE'S MDOT PREQUALIFICATIONS



Construction

- Assistance
- Bridges & Ancillary Structures
- Roadway
- Roadway - LAP
- Bridge Painting
- Bridges & Ancillary Structures
- HMA Pavement
- Roadway
- Traffic & Safety
- Aggregates
- Concrete
- Density
- Office Technician



Design

- Bridges
- Bridges: Load Rating
- Bridges: Safety Inspection
- Bridges: Scoping
- Hydraulics I
- Hydraulics II
- Roadway
- Roadway: Complex
- Roadway: Intermediate
- Traffic: Capacity & Geometric Analysis
- Traffic: Pavement Markings
- Traffic: Safety Studies
- Traffic: Signal
- Traffic: Signal Operations
- Traffic: Signal Operations - Complex
- Traffic: Signing - Freeway
- Traffic: Signing - Non-Freeway
- Traffic: Work Zone Maintenance of Traffic
- Traffic: Work Zone Mobility & Safety
- Utilities: Municipal
- Landscape Architecture
- Project Development Studies



Surveying

- Construction Staking
- Hydraulics
- Right-of-Way
- Road Design
- Structure



TRAFFIC SIGNAL DESIGN

ROWE has provided signal design and upgrades to numerous municipalities, MDOT, and private developers. Examples include Genesee County, City of Davison, City of Flushing, Sault Saint Marie, City of Battle Creek, Kent County, City of Saginaw, Wayne County, and City of Kentwood. ROWE understands the process for developing complete signal design plans from minor upgrades to existing equipment to full signal modernization with box span or mast arm configurations. See below for a brief project narrative from these projects.



TRAFFIC SIGNAL PROJECT EXPERIENCE

Year Complete	Project	Owner
2024	Division Avenue HAWK Signal Safety Project	City of Kentwood
2024	Easterday & Meridian Safety Project	City of Sault Ste Marie
2024	Hess & Gallagher One-way to Two-Way Conversion & Signal Modernizations	City of Saginaw
2024	Jefferson & Owen One-way to Two-Way Conversion & Signal Modernizations	City of Saginaw
2024	5th & 6th One-way to Two-Way Conversion & Signal Modernizations	City of Saginaw
2024	Davison & Irish Road Safety Project	Genesee County Road Commission
2023	Local Signal Upgrades	City of East Lansing
2023	Hagadorn RRFBS and Pedestrian Improvements	City of East Lansing
2023	Saginaw & Baldwin Road Safety Project	Genesee County Road Commission
2023	Flint & Aloha Signal Upgrades	City of Davison
2023	Industrial Drive Signal Design	Ashley Capitol
2023	Whitehall Road CMAQ Signal Modernizations	Muskegon County Road Commission
2023	Saginaw Street CMAQ Project	Genesee County Road Commission
2022	52nd & Shaffer Signal Modernization	City of Kentwood
2022	Coolidge RRFBS & Pedestrian Improvements	City of East Lansing
2022	Morgan & North Signal CMAQ Project	Calhoun County Road Commission
2022	Sprinkle Road Signal Modernization	Road Commission of Kalamazoo County
2021	Orchard Lake Signal and HAWK	Oakland County
2021	Kent County 2021 Signal Upgrades	Kent County Road Commission
PAST PROJECTS WHILE AT OTHER FIRMS		
2021	36th Street Safety Project	City of Grand Rapids
2021	Fuller Street Safety Project	City of Grand Rapids
2020	Michigan & College CMAQ Project	City of Grand Rapids
2020	Fuller Street Safety Project	City of Grand Rapids
2020	Ottawa Avenue Resurfacing Project	City of Grand Rapids
2020	Cell Modern CMAQ Project	City of Grand Rapids
2020	Drake Road CMAQ Project	Road Commission of Kalamazoo County & City of Kalamazoo
2020	River Street Signal Upgrades	Road Commission of Kalamazoo County
2019	University Drive, MLK Jr Blvd to East City Limits	City of Pontiac
2019	M-11/Meijer Drive	Michigan Department of Transportation & Meijer
2019	Ionia and I-196 Ramp Reconstruction	City of Grand Rapids



2019	Division Avenue Safety Project	City of Grand Rapids
2019	Pedestrian Improvements Safety Project	City of Grand Rapids
2019	44th and Stauffer Safety Project	City of Grand Rapids & City of Kentwood
2019	Madison Avenue & Alger Street Safety	City of Grand Rapids
2018	Livernois Road, Avon to Walton	Road Commission for Oakland County
2018	Grand River Avenue and M-5 Corridor Study	City of Farmington Hills
2018	Phase XI & XII Signal Optimzation	City of Grand Rapids
2018	Traffic Signal Modernization	City of Ferndale
2018	City Wide Traffic Signal Upgrades	City of Marquette
2018	Sashabaw Road , I-75 to DTE Music	Road Commission for Oakland County
2018	Nine Mile & Halstead CMAQ	City of Farmington Hills
2018	Joslyn Road, Perry to Walton	City of Pontiac
2018	Realize Cedar Reconstruction	Delhi Township DDA & Ingham County Road Department
2018	Hamlin Road, Squirrel to Adams	City of Rochester Hills
2018	2018 Safety Path Program	Bloomfield Charter Township
2018	Fourth Street/Stonewall Road/Horton Road Intersection	City of Jackson
2018	Safe Routes to School Pedestrian Hybrid Beacon	City of Southfield
2018	Gunn and Adams Pedestrian Hybrid Beacon	Road Commission for Oakland County
2018	17 Mile Road Reconstruction	City of Sterling Heights
2018	Sheldon Road Reconstruction	City of Grand Rapids
2018	Michigan Street Pedestrian Hybrid Beacon	City of Grand Rapids
2018	Cherry/Ionia	City of Grand Rapids
2018	Wealthy Street Reconstruction	City of Grand Rapids
2018	East Paris CMAQ Project	City of Grand Rapids, Kent County & City of Kentwood
2018	Pine Island and Post Drive Reconstruction	Kent County Road Commission
2018	Howard CMAQ Project	City of Kalamazoo
2018	Newbury Road Reconstruction	City of Grand Rapids
2018/2019	Pedestrian Improvements Safety Project	City of Grand Rapids
2018	Michigan Street Safety Project	City of Grand Rapids
2018	Fuller and Fulton Safety Project	City of Grand Rapids
2018	Q and 10th Safety Project	Road Commission of Kalamazoo County
2018	9th Street Safety Project	Road Commission of Kalamazoo County
2017	Design Build Traffic Signals & ITS	Michigan Department of Transportation
2017	Leonard/Diamond Safety Project	City of Grand Rapids
2017	Sprinkle Road Safety Project	City of Grand Rapids
2017	Burdick Street CMAQ Project	City of Kalamazoo
2017	Drake Road Safety Project	City of Kalamazoo
2017	36th and Kalamazoo Safety Project	City of Grand Rapids
2017	Fuller and Lake Drive Safety Project	City of Grand Rapids

2017	Local Signal Upgrades	Kent County Road Commission
2017	Ottawa/I-196 Ramp Reconstruction	City of Grand Rapids & MDOT
2017	Cherry Street Rectangular Rapid Flashing Beacon	City of Grand Rapids
2018	Burton/Chesaning Signal	City of Grand Rapids
2016	Fulton/Market Monroe Safety Project	City of Grand Rapids
2016	44th/Kalamazoo Safety Project	City of Grand Rapids
2016	44th/Breton Safety Project	City of Grand Rapids
2016	Leonard Street Reconstruction	City of Grand Rapids
2016	Plainfield/Knapp	City of Grand Rapids
2016	Michigan Street Audible Beacons	City of Grand Rapids
2015	Traffic Signal Modernization	City of Kentwood
2015	E Main Street Safety Project	Road Commission of Kalamazoo County
2015	Sashabaw Road & Waldon Road and I-75 Interchange	Road Commission for Oakland County & Michigan Department of Transportation
2015	Upgrade Traffic Signals	City of Grand Rapids
2015	Bridge Street Reconstruction	City of Grand Rapids
2015	City Wide Signal Upgrade CMAQ Project	City of Grand Rapids
2015	Fulton/Division Audible Pedestrian Signal	City of Grand Rapids



PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature	<u>Jesse M Morgan</u>	Title	<u>Director of Engineering</u>
Print Name	<u>Jesse M. Morgan, PE</u>	Date	<u>September 11, 2025</u>
Firm Name	<u>ROWE Professional Services Company</u>		
Address	<u>507 36th Street, SE</u>		
	<u>Grand Rapids, MI 49548</u>		
	<u></u>		
Telephone No.	<u>(616) 272-7125</u>		
E-Mail	<u>jmorgan@rowepsc.com</u>		
Fax No.	<u>(800) 974-1704</u>		



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Purchase of Water and Construction Trucks							
Submitted by: Dawson Romanosky, DPW Superintendent	Department: Public Works							
Brief Summary: Staff requests approval of the purchase of three (3) water department trucks and two (2) construction trucks from Gorno Ford for a total of \$337,604.								
Detailed Summary & Background: The water trucks are used by our water department to move equipment and staff to and from job sites. Two of the trucks these are replacing are 2011's and the third was involved in an accident earlier this year and totaled by insurance. The water trucks are \$63,976 each. The construction trucks are used by both our highway and water departments for moving staff and equipment to job sites. Both trucks being replaced by the new trucks are 2007's. The construction trucks are \$72,838 each. Updating these vehicles provides more reliable transportation for our staff and reduces emissions produced by our fleet. The vehicles will be purchased from Gorno Ford which is a MiDeal partner. MiDeal is a negotiated state purchasing contract that local governments can use to purchase vehicles and equipment at a discounted rate without conducting their own bidding process. These purchases are within the equipment funds budget for this fiscal year.								
<u>Goal/Action Item:</u> 2027 Goal 4: Financial Infrastructure								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: \$337,604	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): 661-563 (Equipment)	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 approve the purchase of three (3) water department trucks and two (2) construction trucks from Gorno Ford totaling \$337,604.								
Approvals:	<u>Name the Policy/Ordinance Followed:</u>							

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







Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Brownfield Plan Development & Reimbursement Agreement, 351 Phase II, LLC						
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development						
Brief Summary: City staff is seeking approval of the Development and Reimbursement Agreement (D&RA) for 351 Phase II Redevelopment Project of the brownfield plan amendment.							
Detailed Summary & Background: City staff is requesting approval of the Development and Reimbursement Agreement (D&RA) for the 351 Phase II Redevelopment Project. The City Commission previously approved the Brownfield Plan Amendment for this project on May 13, 2025. The developer, 351 Phase II LLC, has submitted a D&RA in connection with the Lakeview Lofts II project, a mixed-use development located on 0.5 acres adjacent to Lakeview Lofts I. The project consists of the construction of a new five-story building that will include approximately 3,112 square feet of first-floor retail space and 64 new residential units comprised of studio and one-bedroom apartments. Under the terms of the agreement, the Brownfield Redevelopment Authority will reimburse the developer for eligible activities and costs through tax increment revenues for a period of up to 30 years. Reimbursement shall not exceed \$6,540,560. The project qualifies for housing development activities as 50 percent of the residential units will be designated for households with incomes at or below 120 percent of the area median income.							
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business							
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:							
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):	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 approve the 351 Phase II, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Act 381

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the “Agreement”) is made this 7th day of August, 2025, between the **Muskegon Brownfield Redevelopment Authority**, a Michigan public body corporate, whose address is 933 Terrace St, Muskegon, MI 49440 (the “Authority”), the **City of Muskegon**, a Michigan public body corporate, whose address is 933 Terrace St, Muskegon, MI 49440 (the “City”), and **351 Phase II, LLC**, a Michigan limited liability company, whose address is 15120 Cross Creek Dr., Spring Lake, MI 49456 (the “Developer”).

RECITALS

A. The Authority was created by the City pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended (“Act 381”). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City Commission of the City (the “Brownfield Plan”).

B. The Developer owns or has an agreement to purchase approximately 0.5 acres of partially improved and vacant land in the City located at the corner of W. Western Ave, and 2nd Street (the “Property”), which is legally described in the attached Brownfield Plan for the 351 Phase II, LLC Redevelopment Project (the “Amendment”) attached as Exhibit A, and is considered a “housing property” as defined in Act 381.

C. The City of Muskegon Downtown Development Authority (the “DDA”) has agreed to waive its capture so that the Authority may capture one hundred percent (100%) of the available captured taxable value from the Property to reimburse the Developer for eligible activities incurred for the Project.

D. The Amendment was recommended for approval by the Authority on May 13, 2025 and approved by the City Commission of the City on May 13, 2025, with concurrence from the DDA on May 13, 2025.

E. The Developer proposes to redevelop the Property into a mixed-use project with first-floor retail space and new residential multifamily above (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 residential housing 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. 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 Project is expected to include construction of new covered parking that will support the housing. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, and otherwise enhancing the economic vitality and quality of life in the City.

F. Subject to the Michigan State Housing Development Authority (“MSHDA”) approval of the Act 381 Work Plan for the Project (the “Work Plan”), with respect to the state education tax and taxes levied for school operating purposes (the “Educational Taxes”), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an “eligible property” under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” (hereinafter the “Eligible Costs”).

G. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with department specific activities (Phase I&II environmental site assessment and baseline environmental assessment), housing development activities, and brownfield plan preparation and development, all as defined in the Amendment. The Developer’s Eligible Costs shall not exceed \$6,540,560.

H. The Developer is eligible for “housing development activities” under the Act based on Developer’s commitment to reserve a portion of the Project’s residential units as income restricted units for income qualified households (i.e. household incomes at or below 120% area median income (AMI)) (the “Annual Unit Income Restriction”) in accordance with the Amendment. The Annual Unit Income Restriction for the Project includes a total of fifty percent (50%) of the residential units (i.e. 32 units) for tenant households earning 120% AMI or less for the Term of this Agreement.

I. The Authority has incurred and will incur certain eligible administrative costs associated with the Amendment (the “Administrative Costs”), for which it seeks reimbursement from Local Tax Increment Revenue (“Local TIR”).

J. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first twenty-five (25) years that the Developer is reimbursed for Eligible Costs the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by fifty percent (50%) of the state education tax levy (the “SET SBRF Tax Increment Revenues”), which is required to be paid to the Michigan Department of Treasury (“Treasury”) for deposit in the state brownfield redevelopment fund (the “SBRF”).

K. Following reimbursement of all amounts due the Developer, and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below) and payment to Treasury of the SET SBRF Tax Increment Revenues for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund, if available, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than five (5) years after the time that capture is required to pay the Eligible Costs.

L. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the “Tax Increment Revenues”) to reimburse the Developer for

the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury the SET SBRF Tax Increment Revenues, and to fund a local brownfield revolving fund pursuant to Act 381.

M. The parties are entering into this Agreement to establish the procedure for such.

Terms and Conditions

NOW THEREFORE, in exchange for the consideration in, and referred to by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority will capture all of the Tax Increment Revenues it is entitled to from the Property and use those Tax Increment Revenues as provided in this Agreement.

2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:

- a) a written statement detailing the costs;
- b) a written explanation as to why they are Eligible Costs;
- c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals;
- d) copy of occupancy permit, as applicable;
- e) copies of local required building permits, inspection reports, and any other information which may be required by the Authority or its auditors.

3. **Payments:** The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse the parties for Eligible Costs. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to five percent (5%) of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first twenty-five (25) years that the Developer is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF.

After retention of such Local Tax Increment Revenues and payment to Treasury of the SET SBRF Tax Increment Revenues, Project Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs; provided, however, if Developer has not paid any applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to the Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within thirty (30) days of being invoiced for such costs, then the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse the Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from the Developer's total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority

after December 31, 2056. The amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Property will be limited to the Eligible Costs of eligible activities approved by MSHDA.

Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within thirty (30) days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, then the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer, or from the last winter tax bill paid in 2057 that was generated by December 31, 2056, whichever occurs first.

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

5. **Development:** The Developer shall commence work on the Project as soon as reasonably possible. The Developer will use its reasonable best efforts to complete the Project no later than spring of 2028.

6. **Reporting - Documentation and Reporting:**

(a) Income and Rent Documentation and Reporting:

- i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.
- ii. The Developer or its designee must verify prospective renters' eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or other process/form required or approved by MSHDA.

- iii. If after the Authority's review of the Developer's Annual Unit Income Restriction report, the Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12 month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Project in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If the Developer returns to full compliance at the time of the next Annual Unit Income Restriction report, then the Authority shall reimburse the Developer any amounts previously withheld. If the Developer fails to return to compliance at the time of the following Annual Income Restriction report (i.e. 2 consecutive years of non-compliance), then it will be ineligible for reimbursement of the amounts previously withheld but shall remain eligible for future reimbursement if Developer returns to compliance at the time of the next due Annual Income Restriction report. If, based on the formula outlined above, the Authority has any Tax Increment Revenues withheld at the end of the Term, the Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.
- iv. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, or as needed so that the Authority may make a timely report to MSHDA, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:
 - (1) Total investment and new capital investment since the prior year's report.
 - (2) Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
 - (3) New jobs created.
 - (4) Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
 - (5) Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
 - (6) Annual Unit Income Restriction units' rental rates.
 - (7) Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
 - (8) Other information required to be reported to the State of Michigan to under Act 381 or by MSHDA unless that information is readily available to the City Treasurer.

The Developer shall notify the Authority of any reporting error within seven (7) calendar days of a discovery of any reporting error.

7. **Prohibition of Short-Term Rentals:** During the Term of Tax Increment Revenues capture and reimbursement, and in accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be consistent with the City's zoning. The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

8. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

9. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other parties, which shall not be unreasonably withheld; *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority; *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement; *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority's Executive Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer, or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

10. **Indemnification:** The Developer agrees to indemnify, defend, and hold the City of Muskegon City, the Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property, provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. The Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement, or the negligence or willful misconduct of any person or entity acting by, through, or under any such persons.

11. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of Michigan, and it will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof. Venue is in Muskegon County, Michigan.

12. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid, or on May 1, 2057.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party further agrees that the electronic signature, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, of a party shall be deemed an original signature having the same legal effect as its manual signature.

14. **Authorization.** The parties affirm that their representatives executing this Agreement are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.

15. **Recitals.** The parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.

[signatures appear on next page]

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

DEVELOPER:

351 PHASE II, LLC

By: _____

Name: _____

Its: _____

AUTHORITY:

**MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Name: _____

Its: _____

Martha Jane Bottomley
Martha Jane Bottomley
DDA - BBA - chair

CITY:

CITY OF MUSKEGON

By: _____

Ken Johnson, Mayor

By: _____

Ann Meisch, Clerk

RESOLUTION APPROVING THE BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

351 Phase II, LLC (341 West Western Avenue)

County of Muskegon, Michigan

2025-September 23

Minutes of a Regular meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd of September, 2025 at 5:30 p.m., prevailing Eastern Time.

PRESENT: Commissioners

ABSENT: Commissioners

The following preamble and resolution were offered by Commissioner [REDACTED] and supported by Commissioner [REDACTED]:

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

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Brownfield Plan constitutes a public purpose under Act 381.
2. The Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. 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. The costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. The amount of captured taxable value estimated to result from the adoption of

the Brownfield Plan is reasonable.

6. The Development and Reimbursement Agreement is approved and is effective immediately
7. All resolutions of parts of the 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:

RESOLUTION DECLARED ADOPTED.

Ann Marie 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 September 23, 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 Marie Meisch, City Clerk

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

**RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT
AGREEMENT**

351 Phase II, LLC (341 West Western Avenue)

County of Muskegon, Michigan

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 9th of September, 2025 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member [REDACTED] and supported by Member [REDACTED]:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Lakeview Lofts II ("Project") during its meeting on May 13, 2025 ;

WHEREAS, the 351 Phase II, LLC Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

WHEREAS, a Development and Reimbursement Agreement between the City and 351 Phase II, LLC has been negotiated to provide for reimbursement of the costs of eligible activities identified in the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and 351 Phase II, LLC for the 351 Phase II, LLC Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.
2. The Authority hereby approves the Development and Reimbursement Agreement for 351 Phase II, LLC Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.
3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Chairperson

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on September 9, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Chairperson

**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

INDEX

	<i>Page</i>
I. INTRODUCTION	1
II. GENERAL PROVISIONS	1
A. Costs of the Brownfield Plan	1
B. Maximum Amount of Indebtedness	2
C. Duration of the Brownfield Plan	2
D. Displacement/Relocation of Individuals on <i>Eligible Properties</i>	2
E. Local Site Remediation Revolving Fund	2
III. SITE SPECIFIC PROVISIONS	3
A. Kirksey/Anaconda Property (Approved 4/14/98)	
B. Dilesco Corporation Property (Approved 8/11/98)	
C. Beacon Recycling (Approved 7/11/00)	
D. Verplank Dock Company (Approved 5/27/03)	
E. Gillespie Development Property (Approved 8/12/03))	
F. Loft Properties, LLC Property (Approved 8/12/03)	
G. Parmenter O'Toole Property (Approved 8/12/03)	
H. "The WaterMark" Project (Approved 5/25/04)	
I. Northern Machine Tool (Approved July 13, 2004)	
J. Terrace Lots Office Building (Approved July 13, 2004)	
K. Art Works Apartments (Approved July 27, 2004)	
L. Former Muskegon Mall (Approved October 12, 2004)	
M. Vida Nova at Edison Landing (Approved 10/10/06)	
N. Western Ave. Properties LLC and Port City Development Services, LLC (Approved 10/10/06)	
O. Viridian Place at Edison Landing (Approved 10/24/06)	
P. Hot Rod Harley (Approved March 27, 07)	
Q. Sidock Building Project (Approved June 12, 07)	
R. Heritage Square Town Homes (Approved 1/8/08)	
S. Betten Auto Dealerships (Approved 5/13/08)	
T. Parkland Muskegon Mixed Use Project (Approved 6/24/08)	
U. Terrace Point Landing Redevelopment Project (Approved 5/14/13) (Amended _____)	
V. P&G Holdings NY, LLC (Approved 1/10/17)	
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))

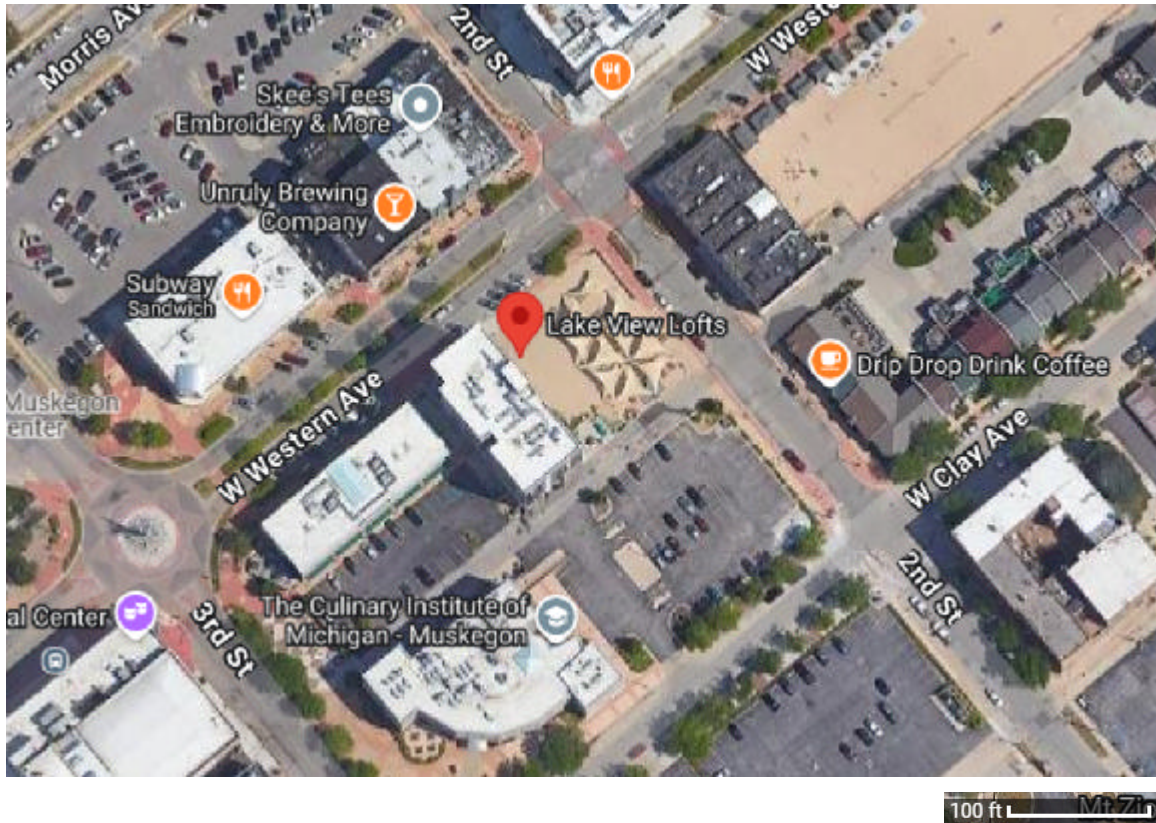
This Section is inapplicable as the Plan will not displace anyone.

**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

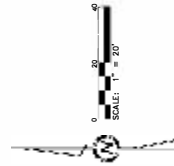
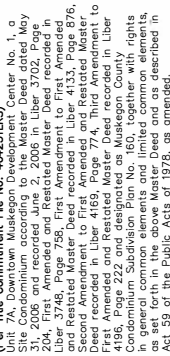


ELEVATION DATUM

IM42) Elev. 612.20'
South-southeasterly top flange bolt on hydronit. South corner of W. Western
Ave. & Second St.

[illegible]

C0: EXISTING CONDITIONS PLAN
C1: SITE LAYOUT PLAN
C2: NOTES & DETAILS
A1: FLOOR PLANS
A2.1: EXTERIOR ELEVATIONS
A2.2: EXTERIOR ELEVATIONS



351 WEST WESTERN AVE
CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

[illegible]

EXISTING CONDITIONS PLAN

80

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	\$ 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	\$ 2,875	\$ 3,067
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	\$ 8,625	\$ 9,200
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	\$ 11,500	\$ 12,267
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	\$ 2,688	\$ 2,867
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	\$ 4,722	\$ 5,037
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	\$ 1,407	\$ 1,501
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	\$ 1,127	\$ 1,202
County Veterans	0.0739	0.0319	0.0739	\$ -	\$ -	\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 5	\$ 14	\$ 16	\$ 18	\$ 20	\$ 22	\$ 24	\$ 26	\$ 29	\$ 31	\$ 33	\$ 35	\$ 38
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	\$ 236	\$ 252
Central Dispatch	0.2952	0.1275	0.2952	\$ -	\$ -	\$ 6	\$ 9	\$ 12	\$ 15	\$ 18	\$ 21	\$ 57	\$ 64	\$ 72	\$ 80	\$ 89	\$ 97	\$ 106	\$ 114	\$ 123	\$ 132	\$ 141	\$ 151
Comm College	2.1693	0.9370	2.1693	\$ -	\$ -	\$ 42	\$ 64	\$ 86	\$ 109	\$ 132	\$ 156	\$ 417	\$ 474	\$ 532	\$ 591	\$ 651	\$ 713	\$ 775	\$ 840	\$ 905	\$ 971	\$ 1,039	\$ 1,109
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	\$ 2,241	\$ 2,391
City Museum	0.3169	0.1369	0.3169	\$ -	\$ -	\$ 6	\$ 9	\$ 13	\$ 16	\$ 19	\$ 23	\$ 61	\$ 69	\$ 78	\$ 86	\$ 95	\$ 104	\$ 113	\$ 123	\$ 132	\$ 142	\$ 152	\$ 162
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	\$ 13,789	\$ 14,709
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	\$ 240	\$ 256
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	\$ 24	\$ 26
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	\$ 3,690	\$ 3,936
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	\$ 129	\$ 138
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	\$ 465	\$ 496
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	\$ 4,548	\$ 4,851
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	\$ 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	<u>0.9712</u>	<u>0.4195</u>	0.9712	\$	-	\$	-	\$	<u>1,561</u>	\$	<u>1,592</u>	\$	<u>1,624</u>	\$	<u>1,656</u>	\$	<u>1,689</u>	\$	<u>1,723</u>	\$	<u>1,758</u>	\$	<u>1,793</u>	\$	<u>1,829</u>	\$	<u>1,865</u>	\$	<u>1,903</u>	\$	<u>1,941</u>	\$	<u>4,583</u>	\$	<u>4,674</u>	\$	<u>4,768</u>	\$	<u>4,863</u>	\$	<u>4,960</u>	\$	<u>5,060</u>	
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	18.0000	7.7741	18.0000	\$ 95,649	\$ 97,562	\$ 99,513	\$ 101,504	\$ 103,534	\$ 105,605	\$ 107,717	\$ 109,871	\$ 112,068	\$ 114,310	\$ 116,596	\$ 118,928	\$ 2,206,558
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	0.3169	0.1369	0.3169	\$ 1,684	\$ 1,718	\$ 1,752	\$ 1,787	\$ 1,823	\$ 1,859	\$ 1,896	\$ 1,934	\$ 1,973	\$ 2,012	\$ 2,053	\$ 2,094	\$ 38,849
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	0.9712	0.4195	0.9712	\$ 5,161	\$ 5,264	\$ 5,369	\$ 5,477	\$ 5,586	\$ 5,698	\$ 5,812	\$ 5,928	\$ 6,047	\$ 6,168	\$ 6,291	\$ 6,417	\$ 119,058
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
---	----	---	------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

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	
--------------------------------------	--	------	------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	--

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	\$ -	\$ -	\$ -
---------------------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	------------	------------	------------	------	------	------

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: September 23, 2025	Title: Fire Marshal Truck Purchase									
Submitted by: Dawson Romanosky, DPW Superintendent	Department: Public Works									
Brief Summary: Staff seeks approval of the purchase of a new Fire Marshal truck from Gorno Ford for \$59,690										
Detailed Summary & Background: The Battalion Chief truck was totaled in an accident in late August. Due to this, the Fire Marshal truck was moved to the Battalion Chief truck and the Fire Marshal is driving any vehicle available. Due to the unexpected loss of an emergency response vehicle, a replacement truck was purchased with emergency approval from the City Manager. The vehicle was budgeted to be replaced this year before the accident occurred. We are now retroactively seeking commission approval for this purchase. The total purchase price is \$59,690. This vehicle was purchased from Gorno Ford which is a MiDeal dealer. MiDeal is negotiated statewide purchasing contract that local governments can use in place of their own bidding process.										
Goal/Action Item: 2027 Goal 4: Financial Infrastructure										
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:										
Amount Requested: \$59,690	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): 661-563-978	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 approve the purchase of a new Fire Marshal truck from Gorno Ford for \$59,690										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></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	X		Information Technology			Other Division Heads			Name the Policy/Ordinance Followed: Purchasing Policy
Immediate Division Head	X									
Information Technology										
Other Division Heads										

Communication			
Legal Review			





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: Brownfield Plan Development and Reimbursement Agreement - Muskegon-Central Park, LLC								
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development								
Brief Summary: City staff is seeking approval of the Development and Reimbursement Agreement (D&RA) for Muskegon-Central Park, LLC brownfield plan amendment.									
Detailed Summary & Background: City staff is requesting approval of the Development and Reimbursement Agreement (D&RA) for the Muskegon-Central Park, LLC redevelopment project. The City Commission previously approved the Brownfield Plan Amendment for this project on February 25, 2025. The developer, Muskegon-Central Park, LLC, has submitted a D&RA for the redevelopment of the former General Hospital site, a 13.89-acre property proposed for multi-family residential use. The project consists of the construction of six new three-story buildings, which will provide a total of 144 housing units. Of these, 30 units will be income-qualified with rent rates targeted to households at 69 to 78 percent of Muskegon County's Area Median Income (AMI). Each building will contain 24 one- and two-bedroom units, ranging in size from 663 to 1,307 square feet. Under the terms of the agreement, the Brownfield Redevelopment Authority will reimburse the developer for eligible activities and costs through tax increment revenues for a period of up to 23 years. The project qualifies for housing development activities as 30 of the residential units will be designated for households with incomes below 120 percent of the Area Median Income.									
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Diverse housing types									
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:									
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):	Budget Amendment Needed:								

N/A		<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 approve the Muskegon-Central Park, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.																				
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			<u>Name the Policy/Ordinance Followed:</u> Act 381		
Immediate Division Head																				
Information Technology																				
Other Division Heads																				
Communication																				
Legal Review																				

BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on September 9, 2025, between the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), and **MUSKEGON-CENTRAL PARK, LLC** a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (the "Developer").

RECITALS

- A. The Authority was created by the City of Muskegon (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City of Muskegon Board of Commissioners (the "Brownfield Plan").
- B. The Developer owns or has an agreement to purchase approximately 13.89 acres of propeliy in the City of Muskegon at street addresses 1700 Oak Avenue, Muskegon, Muskegon County, Michigan (the "Property"), which is legally described in the attached Brownfield Plan for Muskegon-Central Park, LLC (the "Plan") attached as Exhibit A, and which is a "housing property" as defined in Act 381.
- C. The Plan was recommended for approval by the MBRA on February **11**, 2025, and approved by the City of Muskegon Board of Commissioners on February 25, 2025.
- D. The Developer proposes to construct six new, 3-story multifamily buildings consisting of 144 total housing units, including 30 income qualified units at rent rates targeting households at 69-78% of Muskegon County's AMI. Each building will include 24 units comprised of one to two bedrooms ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, otherwise enhancing the economic vitality and quality of life in the County.
- E. Subject to the Michigan State Housing Development Authority ("MSHDA") approval of the Act 381 Work Plan for the Project (the "Work Plan"), with respect to the state education tax and taxes levied for school operating purposes (the "Educational Taxes"), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible propeliy" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").
- F. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with building demolition, lead and asbestos abatement, site

- preparation, infrastructure improvements to support housing activities, development of a housing financing gap, brownfield plan and work plan preparation and development, and brownfield plan and work plan implementation, all as defined in the Brownfield Plan.
- G. The Developer is eligible for housing development activities under the Act based on Developer's commitment to reserve a portion of the Project's rental units as income restricted units for income qualified households (i.e. household incomes at or below 120% AMI (the "Annual Unit Income Restriction"). The Annual Unit Income Restriction for the Project includes a total of 30 units, for tenant households earning approximately 69-78% AMI for the Term of this Agreement.
- H. The Authority has incurred and will incur certain eligible administrative expenses associated with the Brownfield Plan (the "Administrative Costs"), for which it seeks reimbursement from Local Tax Increment Revenue ("Local TIR"), including brownfield plan and work plan implementation.
- I. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs, the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by 50% of the state education tax levy (the "SET SBRF Tax Increment Revenues") which is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").
- J. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below) and payment to Treasury of the SET SBRF Tax Increment Revenues for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund for five full years, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than five years after the time that capture is required to pay the Eligible Costs.
- K. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury for deposits to the SBRF, and to fund a local brownfield revolving fund pursuant to Act 381.
- L. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

Terms and Conditions

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority shall capture all available Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.

2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:

(a) a written statement detailing the costs;

(b) a written explanation as to why they are Eligible Costs;

(c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and

(d) copy of occupancy permit

(e) copies of local required building permits, inspection reports, and any other information which may be required by the Authority or its auditors.

3. **Payments:**

- a. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to 10% of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF. After retention of such Local Tax Increment Revenues and payment to Treasury of the SET SBRF Tax Increment Revenues, Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however*, if Developer has not paid any

applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after the 23-year Developer reimbursement period. The amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Propeliy will be limited to the Eligible Costs of eligible activities approved by MSHDA. Tax Increment Revenues shall be distributed according to the Cost Table included as Exhibit B.

- b. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within 30 days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues **until** all of the amounts, for which submissions have been made, have been fully paid to the Developer or to May 1, 2049, whichever occurs first.
- c. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any polliion of the Propeliy or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to the County, City, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the

Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

4. **Reporting:**

a. *Income and Rent Documentation and Reporting:*

- i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.
- ii. Prospective renters must verify eligibility to the Developer or their designee at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form attached as Exhibit C or as otherwise approved by MSHDA.
- iii. If after Authority's review of Developer's Annual Unit Income Restriction report, Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12-month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Development in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If Developer returns to compliance at the time of the next Annual Unit Income Restriction report, the Authority shall reimburse Developer using all available Tax Increment Revenues available to the Authority, including any amounts previously withheld. If, based on the formula outlined above, Authority has any Tax Increment Revenues withheld at the end of the Term,

Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.

iv. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381 :

1. Total investment and new capital investment since the prior year's report.
2. Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
3. New jobs created.
4. Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
5. Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
6. Annual Unit Income Restriction units rental rates.
7. Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
8. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Muskegon County Treasurer.

5. **Prohibition of Short-Term Rentals**

- a. During the Term of Tax Increment Revenues capture and reimbursement and in accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be consistent with the City of Muskegon zoning.

- b. The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

6. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

7. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the *Authority, provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

8. **Indemnification:** Developer agrees to indemnify and hold City of Muskegon, the City of Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any such persons.

9. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid or May 1, 2049.

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

MUSKEGON-Central Park, LLC

By: _____

Name: _____

Its: _____

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Name: _____

Its: _____

CITY OF MUSKEGON

By: _____
Ken Johnson, Mayor

By: _____
Ann Meisch, Clerk

RESOLUTION APPROVING THE BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Muskegon-Central Park, LLC (1700 Oak Avenue)

County of Muskegon, Michigan

2025-September 23

Minutes of a Regular meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd of September, 2025 at 5:30 p.m., prevailing Eastern Time.

PRESENT: Commissioners

ABSENT: Commissioners

The following preamble and resolution were offered by Commissioner [REDACTED] and supported by Commissioner [REDACTED]:

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

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Brownfield Plan constitutes a public purpose under Act 381.
2. The Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. 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. The costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. The amount of captured taxable value estimated to result from the adoption of

the Brownfield Plan is reasonable.

6. The Development and Reimbursement Agreement is approved and is effective immediately
7. All resolutions of parts of the 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:

RESOLUTION DECLARED ADOPTED.

Ann Marie 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 September 23, 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 Marie Meisch, City Clerk

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

**RESOLUTION APPROVING BROWNFIELD DEVELOPMENT AND REIMBURSEMENT
AGREEMENT**

Muskegon-Central Park, LLC (1700 Oak Avenue)

County of Muskegon, Michigan

Minutes of a meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority ("Authority"), County of Muskegon, State of Michigan, held in the City Hall on the 9th of September, 2025 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member [REDACTED] and supported by Member [REDACTED]:

WHEREAS, the Authority approved a Brownfield Plan Amendment to include the Muskegon-Central Park ("Project") during its meeting on February 25, 2025 ;

WHEREAS, Muskegon-Central Park, LLC Brownfield Plan Amendment includes tax increment financing to pay for certain eligible activities related to the Project;

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Development and Reimbursement Agreement between the City and Muskegon-Central Park, LLC for the Muskegon Central Park, LLC Brownfield Plan Amendment is necessary to facilitate the implementation of the Brownfield Plan.
2. The Authority hereby approves the Development and Reimbursement Agreement for Muskegon-Central Park, LLC Brownfield Plan, and recommends the approval of the Agreement by the Muskegon City Commission.
3. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Chairperson

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a meeting held on September 9, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Chairperson

Act 381 Work Plan

**Muskegon – Central Park, LLC
1700 Oak Avenue
Muskegon, Michigan 49442**

**Prepared For:
City of Muskegon Brownfield Redevelopment Authority
Muskegon, Michigan**

**March 11, 2025
Project No. 240603**

1.	Threshold Submission Requirements.....	1
i.	Taxes Levied for School Operating Purposes	1
ii.	Submitted by the Local BRA.....	1
iii.	Part of a Transformational Brownfield Plan.....	1
iv.	Items Submitted for the Brownfield Plan	2
a.	Copy of the Brownfield Plan	2
b.	Current Ownership Information	2
c.	Historical and Current Use of Each Property	2
d.	Existing and Proposed Future Zoning	2
e.	Summary of the Redevelopment and Future Use.....	2
f.	Work Plan for Each Eligible Activity	3
g.	Development and Reimbursement Agreement.....	3
h.	Proposed Income and Price Monitoring Responsibilities and Related Expenses.....	3
v.	Eligible Activities	4
a.	Description of Costs to be Paid for with Tax Increment Revenues	4
b.	MSHDA Housing Development Eligible Activities	4
2.	Housing Work Plan Review Criteria	5
i.	Development and Reimbursement Agreement Stipulates Price and Income Monitoring.....	5
ii.	Activities are Sufficient to Complete Housing Development Activity	5
iii.	Activities are Necessary to Complete Housing Development Activity	6
iv.	Cost for Eligible Housing Development Activity is Reasonable	7
v.	Public Benefit.....	8
vi.	Job Creation	9
vii.	Unemployment.....	9
viii.	Contamination Addressed by the Eligible Activities.....	9
ix.	Private Sector Contribution	9
x.	Relocation	9
xi.	Developer Financial Soundness	9
xii.	Other State and Local Incentives	10
xiii.	Alignment with Statewide Housing Plan	10
xiv.	Capacity for Price and Income Monitoring	10
xv.	Alignment with Local Workforce Housing Needs.....	11
xvi.	Deed Restriction for Term of Tax Capture	11

List of Figures

Figure 1 – Scaled Property Location Map

Figure 2 – Eligible Property Map(s)

Figure 3 – Project Site Plan

List of Tables

Table 1 – Summary of Eligible Costs

Table 2 – Total Captured Incremental Taxes Estimates

Table 3 – Estimated Reimbursement Schedule

List of Appendices

Appendix 1 Brownfield Plan and Resolution(s)

Appendix 2 Development and Reimbursement Agreement

Appendix 3	Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculation
Appendix 4	Bowen National Research 2023 Housing Needs Assessment for Muskegon County
Appendix 5	Relevant Sections from MSHDA Partnership F Data Document
Appendix 6	U.S Bureau of Labor Statistics – Muskegon- Norton Shores, MI
Appendix 7	Project Proforma
Appendix 8	Developer Financial and Economic Capacity
Appendix 9	Purchase Agreement
Appendix 10	Muskegon City Council & Planning Commission Decision and Order
Appendix 11	Phase I Environmental Site Assessment Update (Summary)
Appendix 12	Phase II Environmental Site Assessment Update (Summary)

List of Abbreviations/Acronyms

MBRA	City of Muskegon Brownfield Redevelopment Authority
AMI	Area Median Income
BRA	Brownfield Redevelopment Authority
Developer	Muskegon-Central Park, LLC
EGLE	Michigan Department of Environment, Great Lakes, and Energy
ESA	Environmental Site Assessment
HUD	U.S. Department of Housing and Urban Development
MEDC	Michigan Economic Development Corporation
MSHDA	Michigan State Housing Development Authority
PA	Public Act
PRL	Potential Rent Loss
PUD	Planned Unit Development
REC	Recognized Environmental Condition
THS	Total Housing Subsidy
TIF	Tax Increment Financing
TIR	Tax Increment Revenues

1. Threshold Submission Requirements

i. Taxes Levied for School Operating Purposes

Does the brownfield plan include the use of taxes levied for school operating purposes? Yes

If so, is the work plan or combined brownfield plan requesting reimbursement for housing development activities? Yes

Is at least some portion of the housing to be developed subsidized or to be sold or rented to households at or below 120% of Area Median Income? Yes

This Act 381 Work Plan has been prepared for the City of Muskegon Brownfield Redevelopment Authority (MBRA) to provide a means to capture state school operating and state education tax (SET) increment revenues for the reimbursement of MSHDA eligible activities, consistent with a Brownfield Plan adopted for Muskegon – Central Park LLC.

This plan helps to offset the cost gap associated with the development by reimbursing the Developer (Muskegon - Central Park, LLC) for eligible activities with the new tax increment generated by the project, including building demolition, lead and asbestos abatement, site preparation, infrastructure improvements, development of housing financing gap, and Brownfield Plan and Work Plan preparation and implementation costs.

The proposed project will include the demolition of a former hospital building and the new construction of six three-story, multifamily buildings consisting of 144 total rental housing units (the Project). Each building will include a combination of 24 one, two, and three-bedroom units ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage.

The Project focuses on providing affordable workforce housing for individuals and families projected to earn between approximately 69-78% of Muskegon County's Area Median Income (AMI). Upon Project completion, the 144 new housing units will help to offset more than 25% of the community housing need (prior to 2027) for renters within 51%-80% of the AMI, as defined in the 2023 Muskegon Housing Needs Assessment (MHNA) which is the greatest housing demand for the City of Muskegon. With a unit mix of 40% one-bedroom, 40% two-bedroom, and 20% three-bedroom, the Project successfully aligns with the MHNA goal for rental housing projects.

Of the 144 total units, 30 of the units will have controlled rents for affordable housing during the Brownfield Plan developer reimbursement period. Of the 30 units, 13 will be 1-bedroom units ranging from approximately 75%-78% of the AMI for rent and income, 13 will be 2-bedroom units ranging from approximately 70%-75% of the AMI for rent and income and 4 will be 3-bedroom units ranging from approximately 72%-74% of the AMI for rent and income. These units will remain subsidized and monitored during the Developer reimbursement period of the Brownfield Plan (23 years).

The property qualifies as "eligible property" under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended ("Act 381"), on the basis of meeting the definition of a "Housing Property" in Section 2(p)(ii), which allows for an expanded scope of eligible brownfield activities.

ii. Submitted by the Local BRA

Was the plan submitted by the local BRA or duly authorized municipal designee? Yes

The MBRA is the submitter.

iii. Part of a Transformational Brownfield Plan

Is the work plan part of a transformational brownfield plan? No

iv. Items Submitted for the Brownfield Plan**a. Copy of the Brownfield Plan**

A copy of the Brownfield Plan is included in Appendix 1.

b. Current Ownership Information

This parcel is currently owned by Melcor, LLC whose address is 3662 Airline Road, Muskegon, MI 49444. The contact representative is Doug Melching, doug@melchingdemo.com.

Krimson Exploratory Fund, LLC (Krimson) has entered into a purchase agreement with Melcor, LLC to acquire the property. Krimson is a pre-acquisition entity that manages initial due diligence expenses. As part of a 1031 exchange, Krimson assigned the purchase agreement to Maplegrove Investment II, LLC (Maplegrove). Maplegrove will close on the purchase agreement with a tenant in common interest, Muskegon-Central Park, LLC. Muskegon-Central Park, LLC will be the property owner and complete the project (e.g., eligible activities and construction).

Krimson, Maplegrove, and Muskegon-Central Park, LLC all maintain the same address: 1575 Watertower Place, East Lansing, MI 48823. The contact person for these entities is the same, Steve Calverley, steve@krimson.com. Refer to Appendix 9 for documents related to purchase of the property.

There are currently no delinquent taxes, interest, or penalties due on the Eligible Property.

c. Historical and Current Use of Each Property

Scaled Site location and eligible property boundary maps are provided as Figures 1 and 2, respectively.

Historical Use

The property exists as a 13.89 acres site which was utilized for medical purposes since the existing 6-story building was constructed in the 1960s. The building was utilized as a hospital (most recently as Trinity Health) from the 1960s through the Spring 2020 when the building was vacated.

Current Use

The property has been vacant since 2020.

d. Existing and Proposed Future Zoning

The property has been rezoned to Low-Density Multiple Family Residential from the City of Muskegon in September 2024 to accommodate the Project. Refer to Appendix 10 for a copy of the resolution from the City of Muskegon Planning Commission.

e. Summary of the Redevelopment and Future Use

The Developer intends to acquire and redevelop the functionally obsolete Property for residential purposes, creating new housing supply that meets community needs in the target area of the eastern portion of the City of Muskegon.

The Project will include the demolition of the former hospital building and the new construction of six three-story, multifamily buildings consisting of 144 total rental housing units. Each building will include 24 units, including a combination of one, two, and three-bedroom units ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage. The complete Project cost exceeds \$26,000,000. The proposed site plan is included as Figure 3.

The Project focuses on providing affordable workforce housing for individuals and families projected to earn between 69-78% of Muskegon County's AMI. Upon Project completion, the 144 new housing units will help to offset more than 25% of the community housing need (prior to 2027) for renters within 51%-80% of the AMI, as defined in the 2023 MHNA which is the greatest housing demand for the City of Muskegon. With a unit mix of 40% one-bedroom, 40% two-bedroom, and 20% three-bedroom, the Project successfully aligns with the MHNA goal for rental housing projects.

In addition to providing sorely needed workforce housing in the City of Muskegon, the Project will remove a functionally obsolete structure and safety concern for the community. Project benefits also include significant local and state tax base growth, aesthetic improvements to the local community, and new FTE jobs.

f. Work Plan for Each Eligible Activity

Only MSHDA approval of eligible activities is requested. MEDC approval will not be necessary as the Project is solely focused on residential housing targeted toward individuals and families earning up to 120% of Muskegon County's AMI. Michigan Department of Environment, Great Lakes, and Energy (EGLE) approval is also not necessary as minimal EGLE activities are anticipated, and the EGLE Eligible Activities are preapproved under Act 381.

The Eligible Activities under this Work Plan are described below in Section v.

g. Development and Reimbursement Agreement

A draft copy of Development and Reimbursement Agreement is presented in Appendix 2.

h. Proposed Income and Price Monitoring Responsibilities and Related Expenses

The duration of the commitment to provide the AMI-limited residential units will be 23 years (the estimated Developer reimbursement period), as authorized under the Muskegon – Central Park, LLC Brownfield Plan and the Development and Reimbursement Agreement between the MBRA and the Developer (Muskegon-Central Park, LLC) (refer to Appendix 2). Pursuant to the Development and Reimbursement Agreement:

- The Developer will use MSHDA's annual Income and Rent Limits report for Muskegon County to establish rents between approximately 69%-78% of Muskegon County's AMI for the 30 units which will have controlled rents for affordable housing during the Developer reimbursement period of the Brownfield Plan (23 years). Of the 30 units, 13 will be 1- bedroom units ranging from approximately 75%-78% of the AMI for rent and income, 13 will be 2-bedroom units from approximately 70%-75% of the AMI for rent and income and 4 will be 3-bedroom units ranging from approximately 72%-74% of the AMI for rent and income. These affordable units will remain subsidized and monitored during the Developer reimbursement period of the Brownfield Plan (23 years).
- At the time of move in, the Developer will verify renter incomes using MSHDA's Household Income Self-Certification Form or another method acceptable to MSHDA for the affordable units.
- The Developer will verify annually that the rental rates for the affordable units are within the MSHDA allowable range for Muskegon County AMI.
- The Developer will report to the MBRA annually by June 15 all information required for the State of Michigan brownfield reporting portal, including the number of income restricted units rented, the number of days those units were occupied, the number of income qualified renters, and the rent amounts for income restricted units.

Brownfield Plan and/or Work Plan Implementation for up to \$30,000 has been included in the Brownfield Plan and Act 381 Work Plan to cover the Developer's expenses related to income and price monitoring and reporting.

v. Eligible Activities

Are the eligible activities in the combined brownfield plan or work plan submitted by the BRA consistent with the eligible activities described in Section 13b(4)? Yes

Summary of All Eligible Activities

Activities	Developer Reimbursement	MBRA Reimbursement
Building Demolition	\$1,417,375	
Lead and Asbestos Abatement	\$621,000	
Site Preparation	\$701,385	
Infrastructure Improvements	\$2,100,590	
Development of Housing Financing Gap	\$3,905,950	
Brownfield Plan and Work Plan Preparation and Plan Implementation	\$55,000	
MBRA Administration (10% of Local Taxes)		\$674,440
Total	\$8,801,300	\$674,440

a. Description of Costs to be Paid for with Tax Increment Revenues

The total cost of the eligible activities is anticipated to be \$8,801,300. The estimated cost of all eligible activities under this plan is summarized in Table 1 and in the table above. Authority administrative costs are anticipated to be up to \$674,440. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$1,924,857.

b. MSHDA Housing Development Eligible Activities

Building Demolition

Building demolition costs are necessary for this Project. This includes building demolition/deconstruction (\$820,000), backfill (\$412,000), and a 15% contingency cost of \$184,875. The total cost of these eligible activities is anticipated to be \$1,417,375.

Lead and Asbestos Abatement

Lead and asbestos abatement activities are anticipated on the property, including disposal and air monitoring (\$540,000) and a 15% contingency cost of \$81,000. The total cost of these eligible activities is anticipated to be \$621,000.

Site Preparation

Site preparation activities are anticipated for this Project to support the housing activities. This includes cut and fill operations (\$80,000), geotechnical engineering (\$30,000), grading (\$14,000), land balancing (\$35,000), relocation of active utilities (\$72,000), solid waste disposal (\$82,500), staking (\$28,000), temporary construction access and/or roads (\$5,000), temporary erosion control (\$15,000), temporary facility (\$50,000), temporary sheeting/shoring (\$125,000), temporary site control (\$29,000), temporary traffic control (\$6,000), soft costs related to site preparation (\$38,400) and a 15% contingency cost of \$91,485. The total cost of these activities is anticipated to be \$701,385.

Infrastructure Improvements

Infrastructure improvements activities are anticipated on the Property to support the housing activities. This includes streets and roads (\$543,000), sidewalks (\$77,000), lighting (\$85,000), sanitary sewer mains (\$150,000),

water mains (\$340,000), curb and gutter (\$6,600), sanitary sewer mains (\$150,000), landscaping (\$110,000), urban storm water management systems (\$200,000), soft costs (\$165,000), and a 15% contingency cost (\$273,990). The total cost of these activities is anticipated to be \$2,100,590.

Development of a Housing Financing Gap

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income-qualified households.”

The Developer proposes to capture the available tax increment for a total of 23 years and will keep rents within MSHDA’s allowable range for households at or below 120% of the AMI for the Developer reimbursement period of the Brownfield Plan. The formula provided by MSHDA for determining the housing gap results in a gap amount that exceeds the available TIF revenues; refer to Appendix 3 for the PRL and THS calculation using the prescribed MSHDA format. The total Housing Financing Gap over the developer capture period of 23 years is \$11,696,328; however, the Developer is only anticipated to capture \$3,905,950 of that for reimbursement and will keep rents within MSHDA’s allowable range, for households at or below 120% of the AMI, for the duration of the Developer reimbursement period of the Brownfield Plan (23 years).

Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan and Work Plan is estimated to cost \$25,000.

Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan is estimated to cost \$30,000.

2.1.2 Authority Administration Fee

This Act 381 Work plan includes a 10% administration fee for the MBRA, which will be captured from new local TIR generated as a result of the Project. The estimated administration fee capture amount during the duration of the Plan is \$674,440.

2.1.3 Local Brownfield Revolving Fund

The Authority can capture new tax revenue from the Project for deposit in the LBRF, up to five years after Developer reimbursement occurs or not more than the eligible activities, whichever occurs first and as allowed by the statute. It is estimated that \$1,924,857 will be captured for deposit in the LBRF.

2. Housing Work Plan Review Criteria

i. Development and Reimbursement Agreement Stipulates Price and Income Monitoring

Does the development agreement or reimbursement agreement between the municipality or BRA and an owner or developer of the eligible property stipulate price and income monitoring for residential units? Yes

The draft Development and Reimbursement Agreement between the MBRA and Muskegon – Central Park, LLC is presented in Appendix 2.

ii. Activities are Sufficient to Complete Housing Development Activity

Are the individual activities included in the work plan or combined brownfield plan sufficient to complete the proposed eligible housing development activity? Yes

Rehabilitation and new construction projects must submit a copy of a purchase agreement and development cost budget.

A copy of the purchase agreement for the parcel is attached (Appendix 9).

A development cost budget is attached (Appendix 7).

The MSHDA Eligible Activities proposed under this Act 381 Work Plan have been evaluated thoroughly to develop accurate scopes of work, costs, and plans for implementation. Section 2.iii. provides a detailed work scope for each of the MSHDA Eligible Activities. Implementation will be governed by the Development and Reimbursement Agreement. The following is a brief explanation of sufficiency for each eligible activity:

- **Building Demolition:** Building Demolition activities will include building demolition/deconstruction, backfill, and a 15% contingency cost. The building demolition activities are necessary for the housing development and are sufficient to complete this eligible activity.
- **Lead and Asbestos Abatement:** Lead and asbestos abatement activities will include abatement, disposal, air monitoring, and a 15% contingency cost. The lead and asbestos abatement activities are necessary for the housing development and are sufficient to complete this eligible activity.
- **Site Preparation:** Site preparation activities to support the housing development include cut and fill measures, geotechnical engineering, relocation of active utilities, solid waste disposal, staking, land balance, grading, clearing and grubbing, temporary construction access and/or roads, temporary construction access and/or roads, temporary erosion control, temporary sheeting/shoring, temporary facility, temporary site control, temporary traffic control, and soft costs. The site preparation activities will meet the needs for housing development and are sufficient to complete this eligible activity.
- **Infrastructure Improvement:** Infrastructure improvements will be needed on the Property to support the housing activities. This includes streets and roads, sidewalks, lighting, sanitary sewer mains, water mains, curb and gutter, landscaping, urban storm water management systems, soft costs, and a 15% contingency. The infrastructure improvements will meet the needs for the housing development and are sufficient to complete this eligible activity.
- **Housing Financing Gap:** The cost of developing and operating housing for households at or below 120% AMI is greater than rental revenue. The inclusion of the Housing Financing Gap with documentation and monitoring of income and rental rates is sufficient to complete this eligible activity.
- **Brownfield Plan/Work Plan Preparation and Implementation:** The cost for preparation of the Brownfield Plan, MBRA's review, preparation of this Work Plan, and Brownfield Plan and Work Plan Implementation is included and is sufficient to complete this eligible activity.

iii. Activities are Necessary to Complete Housing Development Activity

Is each individual activity included in the work plan or combined brownfield plan required to complete the eligible housing development activity? Yes

In order for individual activities to be deemed to be required to complete the eligible housing development activity, they must be limited to those items detailed in the Development Cost Budget. All other activities will be deemed not required to complete the eligible housing development activity.

These plans and estimates are derived from previous experience by the developers, architects and engineers, legal advisors, and environmental consultants, such that the individual activities described in this plan are deemed required to complete the eligible activities. The following is a brief explanation of the need for each Eligible Activity:

- **Building Demolition**

Building demolition costs are necessary for this Project. This includes building demolition/deconstruction (\$820,000), backfill (\$412,000), and a 15% contingency cost of \$184,875. The total cost of these eligible activities is anticipated to be \$1,417,375.

- **Lead and Asbestos Abatement**

Lead and asbestos abatement activities are anticipated on the property. This includes abatement including disposal and air monitoring (\$540,000) and a 15% contingency cost of \$81,000. The total cost of these eligible activities is anticipated to be \$621,000.

- **Site Preparation**

Site preparation activities are anticipated for this Project to support the housing activities. This includes cut and fill operations (\$80,000), geotechnical engineering (\$30,000), grading (\$14,000), land balancing (\$35,000), relocation of active utilities (\$72,000), solid waste disposal (\$82,500), staking (\$28,000), temporary construction access and/or roads (\$5,000), temporary erosion control (\$15,000), temporary facility (\$50,000), temporary sheeting/shoring (\$125,000), temporary site control (\$29,000), temporary traffic control (\$6,000), soft costs related to site preparation (\$38,400) and a 15% contingency cost of \$91,485. The total cost of these activities is anticipated to be \$701,385.

- **Infrastructure Improvements**

Infrastructure improvements activities are anticipated on the Property to support the housing activities. This includes streets & roads (\$543,000), sidewalks (\$77,000), lighting (\$85,000), sanitary sewer mains (\$150,000), water mains (\$340,000), curb and gutter (\$6,600), sanitary sewer mains (\$150,000), landscaping (\$110,000), urban storm water management systems (\$200,000), soft costs (\$165,000), and a 15% contingency cost (\$273,990). The total cost of these activities is anticipated to be \$2,100,590.

- **Development of a Housing Financing Gap**

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income-qualified households.”

The Developer proposes to capture the available tax increment for a total of 23 years and will keep rents within MSHDA’s allowable range for households at or below 120% of the AMI for the duration of the Brownfield Plan’s Developer reimbursement. The formula provided by MSHDA for determining the housing gap results in a gap amount that exceeds the available TIF revenues; refer to Appendix 3 for the PRL and THS calculation using the prescribed MSHDA format. The total Housing Financing Gap over 23 years is \$11,696,328; however, the Developer is only anticipated to capture \$3,905,950 of that for reimbursement and will keep rents within MSHDA’s allowable range for households at or below 120% of the AMI for the duration of the Brownfield Plan’s Developer reimbursement,

- **Brownfield Plan/Work Plan Preparation**

Preparation of the Brownfield Plan and Work Plan is estimated to cost \$25,000.

- **Brownfield Plan/Work Plan Implementation**

Implementation of the Brownfield Plan is estimated to cost \$30,000.

iv. Cost for Eligible Housing Development Activity is Reasonable

Is the cost for the eligible housing development activity reasonable? Yes

According to the PRL gap cap and the THS calculation (Appendix 3), the total PRL gap cap is \$11,696,328 for the Developer reimbursement period (23 years). The approved MBRA TIF request is \$3,905,950. The total PRL gap cap allowed by MSHDA, and total gap needed to develop affordable housing versus market rate housing, is significantly larger than the approved TIR. The approved TIR was determined to be reasonable by the MBRA and City of Muskegon.

v. Public Benefit

Is there an overall benefit to the public? Yes

The Muskegon – Central Park, LLC project satisfies a housing need for the area as determined by a current housing needs assessment. According to Bowen National Research 2023 Housing Needs Assessment for the City of Muskegon, an overall housing gap of 2,924 rental units exists for low-income and workforce citizens and families (less than or equal to 120% of AMI). The assessment revealed that “while the shares of cost burdened renters (43.6%) and homeowners (17.8%) in the county are below the state averages (44.9% renters, 18.8% owners), approximately 3,233 renter households in the county are cost burdened and 1,374 homeowners are cost burdened”. The Bowen National Research document that shows this data is included in Appendix 4. Additional data is included in Appendix 5 as related to sections from the MSHDA Partnership F Document.

This project serves an important public purpose in the City of Muskegon and Muskegon County, as it will result in significant capital investment into the community and, most importantly, create workforce housing in a community where quality year-round housing for the local workforce is scarce. The City’s employment opportunities are growing, but they are impeded by housing availability. Filling some of that need will help the City of Muskegon’s employers fill jobs with qualified workers who can secure housing within easy commuting distance of their workplaces. Local employment data is provided in Appendix 6.

Is there reuse of vacant buildings and redevelopment of a blighted property? Yes

1. **Is the vacant building being torn down or repurposed?** The existing building is functionally obsolete and contains harmful hazardous materials (lead and asbestos containing building materials). Reuse of the building is not financially feasible. The building will be demolished to accommodate the new construction of environmentally safe and energy efficient housing structures.
2. **If the property is blighted, under what definition found in Section 2(c) is the property considered blighted?** The property is not blighted. Not applicable.
3. **If blighted, is the acquisition cost to promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit included in eligible activities?** Not applicable.
Acquisition cost: Not applicable.

Explain as applicable:

1. **Demolition of vacant buildings:** The existing vacant hospital is functionally obsolete and environmentally unsafe. To facilitate the construction of new, environmentally safe and energy efficient housing, the former hospital will be demolished. Prior to demolition, removal of lead and asbestos containing building materials will occur followed by appropriate disposal of same materials at a licensed Type 2 landfill. Lead and asbestos abatement and air monitoring will be completed by a HAZWOPER certified contractor complying with applicable regulatory guidelines and after a demolition permit has been obtained. Demolition will conform to industry standards, utilizing dust suppression measures, recycling materials when feasible, and disposing solid waste at a Type 2 landfill.
2. **Method used to determine that the property is blighted:** Not applicable. The property and buildings are not blighted.
3. **Is acquisition cost of blighted or obsolete property included as an eligible activity?** Not applicable.

4. **Is the property properly zoned or must it be rezoned?** The property was rezoned from medical care (MC) to low-density multiple family residential (RM-1) by the Muskegon Planning Commission and the Muskegon City Commission on August 15, 2024, and September 9, 2024, respectively.

vi. Job Creation

Are new jobs being created? Yes

New jobs created include a full-time Maintenance Manager, full-time Community Manager, and part-time Leasing Coordinator.

vii. Unemployment

Is the eligible housing development in an area of high unemployment? Yes

The most recent reported unemployment rate for City of Muskegon (December 2024) is 6.1% comparable to the State of Michigan's statewide rate of 4.2% at that same time, according to the U.S Bureau of Labor Statistics.

viii. Contamination Addressed by the Eligible Activities

A proposed housing development work plan must include an environmental review that meets MSHDA's Environmental Review Requirements found on MSHDA's website.

If the environmental review discloses that the proposed housing development site has environmental contamination, did EGLE provide clearance for residential development?

Environmental assessment activities were completed at the property when the current owner purchased the property in 2020. Phase I and II ESAs were completed and revealed no contamination on the Property and recommended no further investigation. The Prospective Purchaser/Developer is in the process of completing an updated Phase I ESA related to the proposed property acquisition. Phase I and II ESA summaries are provided in Appendix 11 and 12, respectively.

ix. Private Sector Contribution

The Muskegon-Central Park LLC project includes \$5,300,000 in private equity and \$21,142,016 in financing.

The Muskegon-Central Park LLC financial capacity to undertake the project is included as Appendix 8.

x. Relocation

Is the projected occupant of the new development moving from another location in this state? Unknown

Will the move create a brownfield? Unlikely but unknown.

xi. Developer Financial Soundness

Is the developer, landowner, or corporate entity that is included in the work plan or combined brownfield plan financially and economically unsound as determined by a review of the following requirements? No

1. **Is in default or material non-compliance with the LIHTC or any other MSHDA program.**
The Developer, Muskegon-Central Park LLC, and property owner, Melcorm LLC are not in default or material non-compliance with the LIHTC or any other MSHDA Program.
2. **Has outstanding flags in HUD's 2530 National Participation system.**
The Developer has no outstanding flags in HUD's 2530 National Participation system.
3. **Has been debarred or suspended from any MSHDA, HUD, or Rural Housing programs.**
The Developer has not been debarred or suspended from any MSHDA, HUD, or Rural Housing program.
4. **Has outstanding tax liens.**

The Developer has no outstanding tax liens.

5. Does not have liquid assets at least equal to 3% of the proposed project housing development eligible activity costs.

The Developer has liquid assets at least equal to 3% of the proposed project housing development eligible activity costs. Refer to Liquidity Letter in Appendix 8.

xii. Other State and Local Incentives

Are there other state and local incentives or subsidies available to the developer, landowner, or corporate entity for the housing development project that is included in the work plan or combined brownfield plan? Yes

1. What are the sources, uses, and amounts of the other state and local incentives or subsidies provided?

The City of Muskegon and Muskegon County are in the process of creating a Commercial Rehabilitation District for the purposes of supporting a Public Act (PA) 210 Tax abatement, which abates the local taxes for 10 years. The abatement is estimated to result in approximately \$2,640,486 in local tax being abated.

2. Are the other state and local incentives or subsidies firm commitments or contingent on some event?

The PA 210 district is being created by Muskegon County and the City of Muskegon. Once the developer acquires the property, they will submit the formal application which both the City of Muskegon and Muskegon County support.

3. Do the other state and local incentives or subsidies permit the housing development to serve lower-income households, seniors, the homeless, persons with disabilities, or other at-risk populations as may be deemed locally necessary based on housing reports or market studies?

No.

xiii. Alignment with Statewide Housing Plan

Does the proposed housing development align with the statewide housing plan? Yes

The Statewide Housing Plan, released in 2022, shares a vision that “Michigan’s successful housing ecosystem provides safe, healthy, affordable, accessible, and attainable housing for all in a community of their choice.” The Statewide Housing Plan includes a series of Priorities, Goals, and Strategies for eight priority areas including equity and racial justice, housing ecosystem, preventing and ending homelessness, increasing the housing stock, older adult housing, rental housing, homeownership, and communication and education.

The Muskegon-Central Park, LLC project aligns with the Vision, helps meet the Targets, and directly addresses the following Priorities:

- **Housing Stock:** Increasing the supply of affordable, accessible, attainable, and workforce housing. The Muskegon - Central Park, LLC project will result in 144 new housing units with rent rates serving households below 120% of AMI for Muskegon County. Of the 144 units, 30 income-qualified units will be allocated to households at approximately 69-78% of AMI for the duration of Developer reimbursement defined in the Brownfield Plan, 23 years.
- **Rental Housing:** Reducing the number of people experiencing rent burden and increasing the quality of rental housing. The project will include 30 income-qualified rental units, an important need and market in the area.

xiv. Capacity for Price and Income Monitoring

Under the terms of the Development and Reimbursement Agreement and as described above, the Developer or a qualified rental management company retained by the Developer will verify tenant incomes with MSHDA’s Household Income Self-Certification Form and will consult annual MSHDA Income and Rent Limits for Muskegon County to ensure that rents are maintained at rates suitable for tenants at or below 120% of AMI for all of the income/rent qualified units. The Developer or its qualified management company will provide annual verification

to the MBRA. The Developer does not have previous experience monitoring income-restricted housing units. If MSHDA training is available, Muskegon-Central Park, LLC management and staff would take advantage of such training to ensure compliance with MSHDA monitoring process and procedures.

The MBRA may opt to use its Brownfield Plan/Work Plan implementation budget from the project’s TIR to contract with an agency to monitor and verify price and income reported by the Developer.

What is the duration of the price and income monitoring?

Rents and income monitoring will be in effect during the Development reimbursement period of the Brownfield Plan (23 years).

xv. Alignment with Local Workforce Housing Needs

Does the proposed housing development project support housing at price points that align with the local workforce based on localized area income and community data provided? Yes

The following are the current AMI estimates for Muskegon County.

2024 MSHDA Income and Rent Limits

Rent By Bedroom (AMI)	1-Bedroom	2-Bedroom	3-Bedroom
55%	\$821	\$985	\$1,138
60%	\$896	\$1,075	\$1,242
70%	\$1,045	\$1,254	\$1,449
80%	\$1,195	\$1,434	\$1,656
100%	\$1,493	\$1,792	\$2,070
120%	\$1,792	\$2,151	\$2,484

Muskegon-Central Park LLC consists of six new, three-story multifamily buildings consisting of 144 total dwelling units for rent. Each building will include 24 units comprised of one to three bedrooms ranging from 663 to 1,307 square feet. Rents will range from \$1,125-\$1,530.

Based on the project rents and the AMI calculation above, the rents will be targeted toward the following AMIs:

Muskegon-Central Park, LLC Project Rents and AMI

Unit Description	Estimated No. of Units	Project Rent	Area Median Income (AMI)
One-bedroom units	13	\$1,125-1,165	75-78%
Two-bedroom units	13	\$1,250-1,350	69-75%
Three-bedroom units	4	\$1,500-\$1,530	72-74%

Rents will remain consistent with annual income and rent limits for 23 years, the Developer reimbursement period of the Brownfield Plan.

Local employers have stated in conversations with the Developer both the need for housing for their workers at 60–120% of AMI and that rents are feasible for their workers. Bowen National Research’s 2023 Housing Needs Assessment for Muskegon County (Appendix 4) verifies the need for housing in these categories and price ranges.

xvi. Deed Restriction for Term of Tax Capture

Is the proposed housing development to be income-restricted for a period not less than the period of tax capture by providing deed restrictions to ensure the development meets long-term local housing needs? Pursuant to the Development and Reimbursement Agreement, the developer is obligated to keep rents at 120% or below for the duration of the Developer reimbursement period of the Brownfield Plan. The MBRA determined that a deed restriction is not required.

If yes, do the terms of the draft deed restrictions match the proposed AMI levels to be served at the proposed housing development? Not applicable.

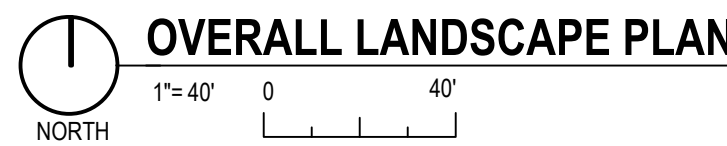
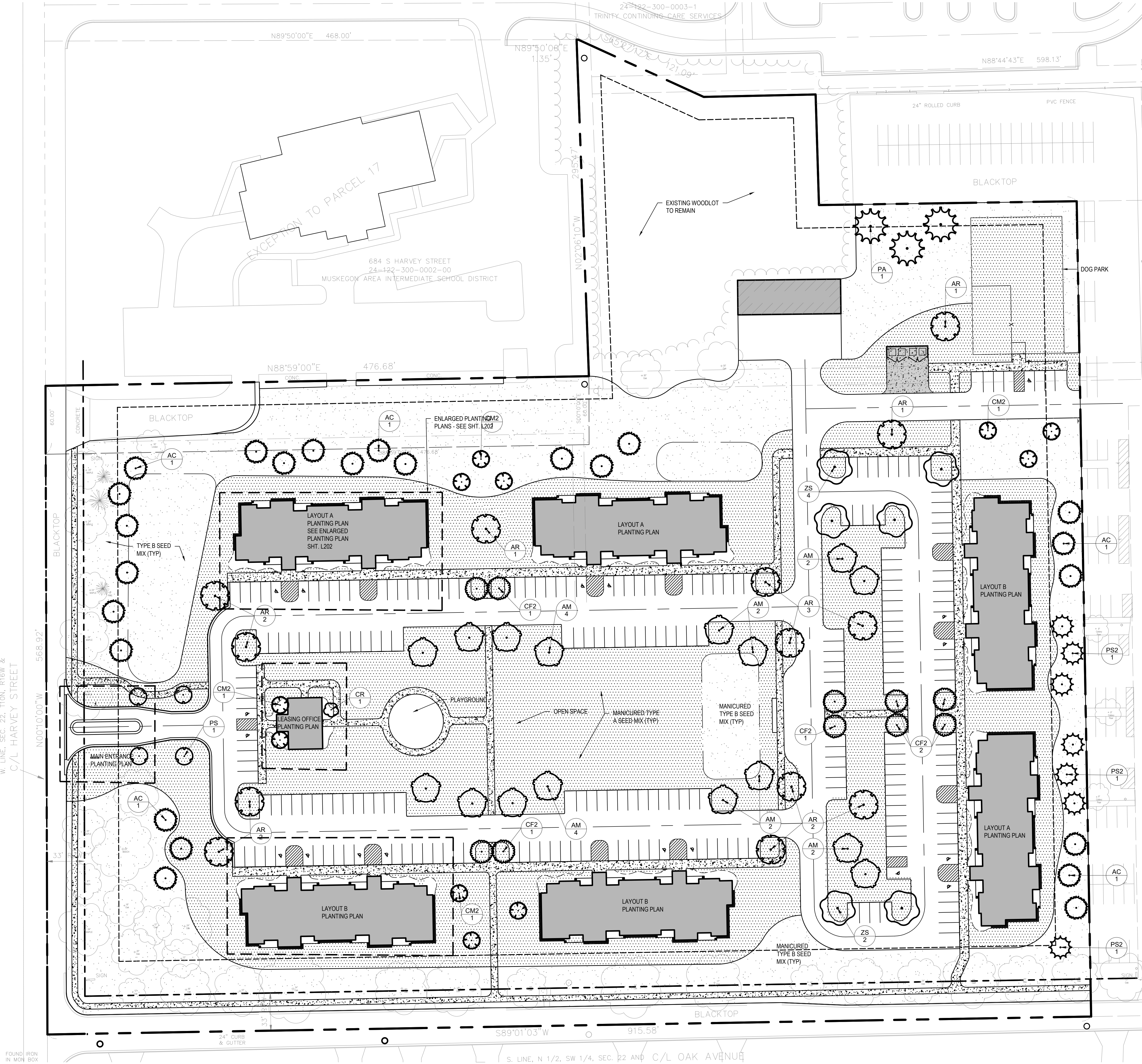
Figures

Krimson Development
1700 Oak Avenue, Muskegon, Michigan

Brownfield Plan

2





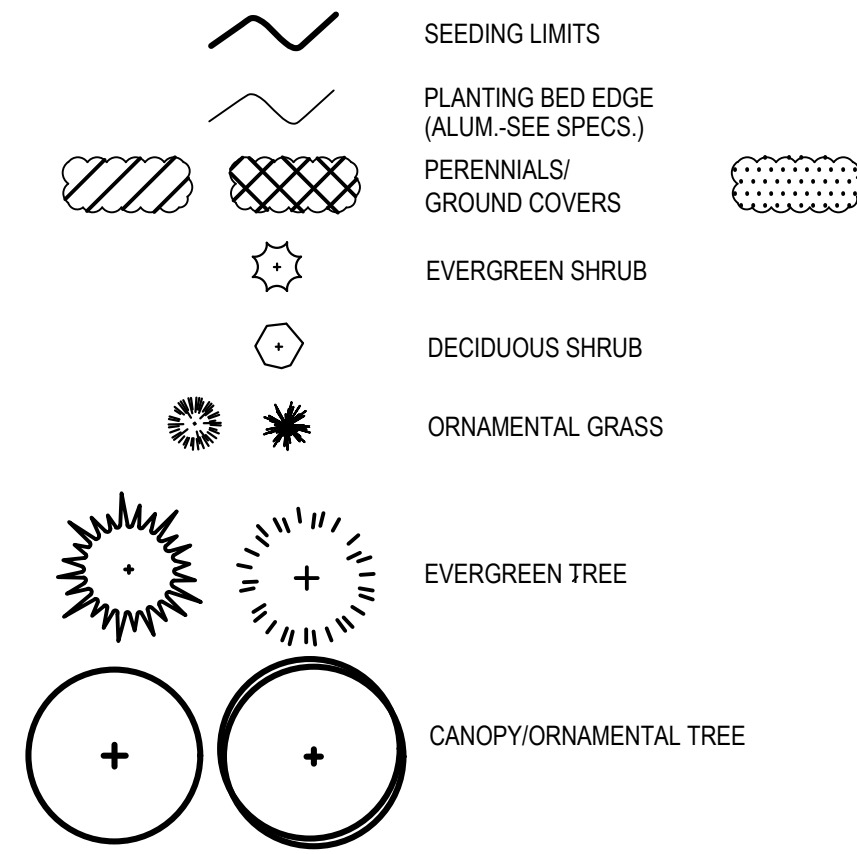
PLANT SCHEDULE PLANT LIST				
CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
TREES				
AC	Abies concolor / White Fir	B&B	2 1/2" CAL	6' HT.
AR	Acer rubrum / Red Maple	B&B	2 1/2" CAL	
AM	Acer saccharum 'PNI 0285' / Green Mountain® Sugar Maple	B&B	2 1/2" CAL	
CF2	Carpinus betulus 'Fastigiata' / Upright European Hornbeam	B & B	2 1/2" CAL	12' HT.
CM2	Cornus kousa 'Milk Way' / Milky Way Kousa Dogwood	B&B	2 1/2" CAL	
CR	Cornus kousa 'Ruby Slipper' / Ruby Slipper Kousa Dogwood	B&B	2 1/2" CAL	
PA	Picea abies / Norway Spruce	B&B	2 1/2" CAL	6' HT.
PS2	Pinus strobus / White Pine	B&B	2 1/2" CAL	6' HT.
PS	Prunus serrulata 'Kwanzan' / Flowering Cherry	B&B	2 1/2" CAL	8-10' HT.
ZS	Zelkova serrata / Japanese Zelkova	B&B	2 1/2" CAL	

FIGURE 3
SITE PLAN



CALL 811 NOTE:
CONTRACTOR TO CONTACT 811
SERVICE AT LEAST 3 WORKING
DAYS PRIOR TO CONSTRUCTION,
TO CONFIRM LOCATION OF
EXISTING UTILITIES. DIAL 811.

LANDSCAPE LEGEND



TYPE A SEED MIX
TYPE B SEED MIX

SEED MIXTURE (TYPE A)

EGS GREEN GROUNDS SEED MIX

19.96% KELLY KENTUCKY BLUEGRASS
19.94% BARON KENTUCKY BLUEGRASS
19.91% SOX FAN PERENNIAL RYEGRASS
19.82% EXACTA I GLSF PERENNIAL RYEGRASS
19.73% JUMPSTART KENTUCKY BLUEGRASS

BY ECO GREEN SUPPLY, SEED AT RATE OF
5-7 LBS. PER 1,000 SQ. FT.

SEED MIXTURE (TYPE B)

EGS SHADY SEED MIX

47.79% ORACLE CREEPING RED FESCUE
19.78% SHANNON KENTUCKY BLUEGRASS
10.96% SWORD HARD FESCUE
9.79% GALLOP PERENNIAL RYEGRASS
9.76% FAIRMONT CHEWINGS FESCUE

BY ECO GREEN SUPPLY, SEED AT RATE OF
5-6 LBS. PER 1,000 SQ. FT.

GENERAL LANDSCAPE NOTES

- CONTRACTOR RESPONSIBLE FOR UNDERSTANDING PROJECT CONDITIONS AND VERIFYING PLANT QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY PLAN DISCREPANCIES.
- PLANT LOCATIONS TO BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT AND OWNER. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL EXISTING UNDERGROUND UTILITIES. CONTACT THE APPROPRIATE UTILITY COMPANY FOR FIELD STAKING ALL LINES.
- ALL AREAS DISTURBED BY CONSTRUCTION TO BE TOPSOILED AND SEEDED UNLESS SHOWN OTHERWISE ON PLANS.
- CONTRACTOR TO CONTACT MISS DIG AT PHONE NUMBER 811 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION, TO CONFIRM LOCATION OF EXISTING UTILITIES.
- CONTRACTOR TO COORDINATE PLANTING SCHEDULE WITH IRRIGATION CONTRACTOR.
- NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUB-GRADE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
- SHRUB PLANTING BEDS AND TREE SAUCERS TO RECEIVE 3" SHREDDED HARDWOOD MULCH. PERENNIAL BEDS TO RECEIVE 2" DEPTH MULCH AND GROUND COVER AREAS TO RECEIVE 1" DEPTH MULCH.
- PLANTING MIXTURE FOR PERENNIALS SHALL BE SIX INCH DEPTH OF FOUR PARTS BY VOLUME OF TOPSOIL TO ONE PART OF SPAGNUM PEAT MOSS.
- CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUND COVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 AMERICAN STANDARD FOR NURSERY STOCK. PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICES AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- NOTIFY LANDSCAPE ARCHITECT AND OWNER (3 DAYS MIN. NOTICE) TO INSPECT AND TAG PLANT MATERIAL IN THE NURSERY PRIOR TO JOBSITE DELIVERY AND INSTALLATION.

KRIMSON
COA ARCHITECT

COA ENGINEER

NOT FOR
CONSTRUCTION

ISSUANCE

PROJECT NUMBER
8950010
PROJECT MANAGER
P.LAZDINS
PROFESSIONAL
P.LAZDINS
DRAWN BY
A.CARTER-CRANDELL
CHECKED BY

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan
Muskegon - Central Park, LLC
1700 Oak Dr
Muskegon, Michigan
January 2025

MSHDA Eligible Activities	Cost
Building Demolition	\$ 1,417,375
<i>Building Demolition/Deconstruction</i>	\$ 820,000
<i>Backfill</i>	\$ 412,500
<i>Contingency (15%)</i>	\$ 184,875
Lead and Asbestos Abatement	\$ 621,000
<i>Abatement Including Disposal and Air Monitoring</i>	\$ 540,000
<i>Contingency (15%)</i>	\$ 81,000
Site Preparation	\$ 701,385
<i>Cut and Fill Operations</i>	\$ 80,000
<i>Geotechnical Engineering</i>	\$ 30,000
<i>Grading</i>	\$ 14,000
<i>Land Balancing</i>	\$ 35,000
<i>Relocation of Active Utilities</i>	\$ 72,000
<i>Solid Waste Disposal</i>	\$ 82,500
<i>Staking</i>	\$ 28,000
<i>Temporary Construction Access and/or Roads</i>	\$ 5,000
<i>Temporary Erosion Control</i>	\$ 15,000
<i>Temporary Facility</i>	\$ 50,000
<i>Temporary Sheet piling/Shoring</i>	\$ 125,000
<i>Temporary Site Control</i>	\$ 29,000
<i>Temporary Traffic Control</i>	\$ 6,000
<i>Soft Costs Related to Site Preparation</i>	\$ 38,400
<i>Contingency (15%)</i>	\$ 91,485
Infrastructure Improvements	\$ 2,100,590
<i>Streets, roads</i>	\$ 543,000
<i>Sidewalks</i>	\$ 77,000
<i>Lighting</i>	\$ 85,000
<i>Sanitary Sewer Mains</i>	\$ 150,000
<i>Water mains</i>	\$ 340,000
<i>Curb and Gutter</i>	\$ 6,600
<i>Sanitary sewer mains</i>	\$ 150,000
<i>Landscaping</i>	\$ 110,000
<i>Urban Storm Water Management Systems (Traditional)</i>	\$ 200,000
<i>Soft Costs Related to Infrastructure</i>	\$ 165,000
<i>Contingency (15%)</i>	\$ 273,990
Development of Housing Financing Gap	\$ 3,905,950
<i>Development of Housing Financing Gap</i>	\$ 3,905,950
MSHDA Eligible Activities Subtotal	\$ 8,746,300
Brownfield Plan/Work Plan Preparation	\$ 25,000
Brownfield Plan/Work Plan Implementation	\$ 30,000
MSHDA Eligible Activities Total Costs	\$ 8,801,300

Table 2: Tax Increment Revenue Capture Estimates
Muskegon - Central Park, LLC
1700 Oak Dr
Muskegon, Michigan
January 2025

Estimated Taxable Value (TV) Increase Rate:		2%																														
Plan Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	TOTAL	
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
*Base Taxable Value		\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146		
Estimated New TV		\$ 945,146	\$ 5,333,629	\$ 9,633,629	\$ 9,826,302	\$ 10,022,828	\$ 10,223,284	\$ 10,427,750	\$ 10,636,305	\$ 10,849,031	\$ 11,066,012	\$ 11,287,332	\$ 11,513,078	\$ 11,743,340	\$ 11,978,207	\$ 12,217,771	\$ 12,462,126	\$ 12,711,369	\$ 12,965,596	\$ 13,224,908	\$ 13,489,406	\$ 13,759,194	\$ 14,034,378	\$ 14,315,066	\$ 14,601,367	\$ 14,893,395	\$ 15,191,262	\$ 15,495,088	\$ 15,804,989	\$ 16,121,089		
Incremental Difference (New TV - Base TV)		\$ -	\$ 4,388,483	\$ 8,688,483	\$ 8,881,156	\$ 9,077,682	\$ 9,278,138	\$ 9,482,604	\$ 9,691,159	\$ 9,903,885	\$ 10,120,866	\$ 10,342,186	\$ 10,567,932	\$ 10,798,194	\$ 11,033,061	\$ 11,272,625	\$ 11,516,980	\$ 11,766,223	\$ 12,020,450	\$ 12,279,762	\$ 12,544,260	\$ 12,814,048	\$ 13,089,232	\$ 13,369,920	\$ 13,656,221	\$ 13,948,249	\$ 14,246,116	\$ 14,549,942	\$ 14,859,843	\$ 15,175,943		
School Capture		Millage Rate																														
State Education Tax (SET)		6.0000	\$ -	\$ 26,331	\$ 52,131	\$ 53,287	\$ 54,466	\$ 55,669	\$ 56,896	\$ 58,147	\$ 59,423	\$ 60,725	\$ 62,053	\$ 63,408	\$ 64,789	\$ 66,198	\$ 67,636	\$ 69,102	\$ 70,597	\$ 72,123	\$ 73,679	\$ 75,266	\$ 76,884	\$ 78,535	\$ 80,220	\$ 81,937	\$ 83,689	\$ 85,477	\$ 87,300	\$ 89,159	\$ 91,056	\$ 1,916,182
School Operating Tax		18.0000	\$ -	\$ 78,993	\$ 156,393	\$ 159,861	\$ 163,398	\$ 167,006	\$ 170,687	\$ 174,441	\$ 178,270	\$ 182,176	\$ 186,159	\$ 190,223	\$ 194,367	\$ 198,595	\$ 202,907	\$ 207,306	\$ 211,792	\$ 216,368	\$ 221,036	\$ 225,797	\$ 230,653	\$ 235,606	\$ 240,659	\$ 245,812	\$ 251,068	\$ 256,430	\$ 261,899	\$ 267,477	\$ 273,167	\$ 5,748,546
School Total		24.0000	\$ -	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 253,630	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727
Local Capture		Millage Rate																														
County Museum		0.3143	\$ -	\$ 1,379	\$ 2,731	\$ 2,791	\$ 2,853	\$ 2,916	\$ 2,980	\$ 3,046	\$ 3,113	\$ 3,181	\$ 3,251	\$ 3,322	\$ 3,394	\$ 3,468	\$ 3,543	\$ 3,620	\$ 3,698	\$ 3,778	\$ 3,860	\$ 3,943	\$ 4,027	\$ 4,114	\$ 4,202	\$ 4,292	\$ 4,384	\$ 4,478	\$ 4,573	\$ 4,670	\$ 4,770	\$ 100,376
County Veterans		0.0732	\$ -	\$ 321	\$ 636	\$ 650	\$ 664	\$ 679	\$ 694	\$ 709	\$ 725	\$ 741	\$ 757	\$ 774	\$ 790	\$ 808	\$ 825	\$ 843	\$ 861	\$ 880	\$ 899	\$ 918	\$ 938	\$ 958	\$ 979	\$ 1,000	\$ 1,021	\$ 1,043	\$ 1,065	\$ 1,088	\$ 1,111	\$ 23,377
Senior CIT SVC		0.4880	\$ -	\$ 2,142	\$ 4,240	\$ 4,334	\$ 4,430	\$ 4,528	\$ 4,628	\$ 4,729	\$ 4,833	\$ 4,939	\$ 5,047	\$ 5,157	\$ 5,270	\$ 5,384	\$ 5,501	\$ 5,620	\$ 5,742	\$ 5,866	\$ 5,993	\$ 6,122	\$ 6,253	\$ 6,388	\$ 6,525	\$ 6,664	\$ 6,807	\$ 6,952	\$ 7,100	\$ 7,252	\$ 7,406	\$ 155,849
Central Dispatch		0.2927	\$ -	\$ 1,285	\$ 2,543	\$ 2,600	\$ 2,657	\$ 2,716	\$ 2,776	\$ 2,837	\$ 2,899	\$ 2,962	\$ 3,027	\$ 3,093	\$ 3,161	\$ 3,229	\$ 3,299	\$ 3,371	\$ 3,444	\$ 3,518	\$ 3,594	\$ 3,672	\$ 3,751	\$ 3,831	\$ 3,913	\$ 3,997	\$ 4,083	\$ 4,170	\$ 4,259	\$ 4,349	\$ 4,442	\$ 93,478
Comm College		2.1515	\$ -	\$ 9,442	\$ 18,693	\$ 19,108	\$ 19,531	\$ 19,962	\$ 20,402	\$ 20,851	\$ 21,308	\$ 21,775	\$ 22,251	\$ 22,737	\$ 23,232	\$ 23,738	\$ 24,253	\$ 24,779	\$ 25,315	\$ 25,862	\$ 26,420	\$ 26,989	\$ 27,569	\$ 28,161	\$ 28,765	\$ 29,381	\$ 30,010	\$ 30,651	\$ 31,304	\$ 31,971	\$ 32,651	\$ 687,111
M.A.I.S.D.		4.6382	\$ -	\$ 20,355	\$ 40,299	\$ 41,193	\$ 42,104	\$ 43,034	\$ 43,982	\$ 44,950	\$ 45,936	\$ 46,943	\$ 47,969	\$ 49,016	\$ 50,084	\$ 51,174	\$ 52,285	\$ 53,418	\$ 54,574	\$ 55,753	\$ 56,956	\$ 58,183	\$ 59,434	\$ 60,710	\$ 62,012	\$ 63,340	\$ 64,695	\$ 66,076	\$ 67,486	\$ 68,923	\$ 70,389	\$ 1,481,272
City Operating		9.6732	\$ -	\$ 42,451	\$ 84,045	\$ 85,909	\$ 87,810	\$ 89,749	\$ 91,727	\$ 93,745	\$ 95,802	\$ 97,901	\$ 100,042	\$ 102,226	\$ 104,453	\$ 106,725	\$ 109,042	\$ 111,406	\$ 113,817	\$ 116,276	\$ 118,785	\$ 121,343	\$ 123,953	\$ 126,615	\$ 129,330	\$ 132,099	\$ 134,924	\$ 137,806	\$ 140,744	\$ 143,742	\$ 146,800	\$ 3,089,268
City Sanitation		2.8838	\$ -	\$ 12,656	\$ 25,056	\$ 25,611	\$ 26,178	\$ 26,756	\$ 27,346	\$ 27,947	\$ 28,561	\$ 29,187	\$ 29,825	\$ 30,476	\$ 31,140	\$ 31,817	\$ 32,508	\$ 33,213	\$ 33,931	\$ 34,665	\$ 35,412	\$ 36,175	\$ 36,953	\$ 37,747	\$ 38,556	\$ 39,382	\$ 40,224	\$ 41,083	\$ 41,959	\$ 42,853	\$ 43,764	\$ 920,981
Hackley Library		2.3097	\$ -	\$ 10,136	\$ 20,068	\$ 20,513	\$ 20,967	\$ 21,430	\$ 21,902	\$ 22,384	\$ 22,875	\$ 23,376	\$ 23,887	\$ 24,409	\$ 24,941	\$ 25,483	\$ 26,036	\$ 26,601	\$ 27,176	\$ 27,764	\$ 28,363	\$ 28,973	\$ 29,597	\$ 30,232	\$ 30,881	\$ 31,542	\$ 32,216	\$ 32,904	\$ 33,606	\$ 34,322	\$ 35,052	\$ 737,634
MPS Sinking		0.9519	\$ -	\$ 4,177	\$ 8,271	\$ 8,454	\$ 8,641	\$ 8,832	\$ 9,026	\$ 9,225	\$ 9,428	\$ 9,634	\$ 9,845	\$ 10,060	\$ 10,279	\$ 10,502	\$ 10,730	\$ 10,963	\$ 11,200	\$ 11,442	\$ 11,689	\$ 11,941	\$ 12,198	\$ 12,460	\$ 12,727	\$ 12,999	\$ 13,277	\$ 13,561	\$ 13,850	\$ 14,145	\$ 14,446	\$ 304,002
County Operating		5.6097	\$ -	\$ 24,618	\$ 48,740	\$ 49,821	\$ 50,923	\$ 52,048	\$ 53,195	\$ 54,364	\$ 55,558	\$ 56,775	\$ 58,017	\$ 59,283	\$ 60,575	\$ 61,892	\$ 63,236	\$ 64,607	\$ 66,005	\$ 67,431	\$ 68,886	\$ 70,370	\$ 71,883	\$ 73,427	\$ 75,001	\$ 76,607	\$ 78,245	\$ 79,916	\$ 81,621	\$ 83,359	\$ 85,132	\$ 1,791,534
Local Total		29.3862	\$ -	\$ 128,961	\$ 255,321	\$ 260,983	\$ 266,759	\$ 272,649	\$ 278,658	\$ 284,786	\$ 291,038	\$ 297,414	\$ 303,918	\$ 310,551	\$ 317,318	\$ 324,220	\$ 331,260	\$ 338,440	\$ 345,765	\$ 353,235	\$ 360,856	\$ 368,628	\$ 376,556	\$ 384,643	\$ 392,891	\$ 401,304	\$ 409,886	\$ 418,639	\$ 427,567	\$ 436,674	\$ 445,963	\$ 9,384,884
Non-Capturable Millages		Millage Rate																														
Comm College Debt		0.2250	\$ -	\$ 987	\$ 1,955	\$ 1,998	\$ 2,042	\$ 2,088	\$ 2,134	\$ 2,181	\$ 2,228	\$ 2,277	\$ 2,327	\$ 2,378	\$ 2,430	\$ 2,482	\$ 2,536	\$ 2,591	\$ 2,647	\$ 2,705	\$ 2,763	\$ 2,822	\$ 2,883	\$ 2,945	\$ 3,008	\$ 3,073	\$ 3,138	\$ 3,205	\$ 3,274	\$ 3,343	\$ 3,415	\$ 71,857
MPS Debt 2020		0.8800	\$ -	\$ 3,862	\$ 7,646	\$ 7,815	\$ 7,988	\$ 8,165	\$ 8,345	\$ 8,528	\$ 8,715	\$ 8,906	\$ 9,101	\$ 9,300	\$ 9,502	\$ 9,709	\$ 9,920	\$ 10,135	\$ 10,354	\$ 10,578	\$ 10,806	\$ 11,039	\$ 11,276	\$ 11,519	\$ 11,766	\$ 12,017	\$ 12,274	\$ 12,537	\$ 12,804	\$ 13,077	\$ 13,355	\$ 281,040
MPS Debt 2021		6.6200	\$ -	\$ 29,052	\$ 57,518	\$ 58,793	\$ 60,094	\$ 61,421	\$ 62,775	\$ 64,155	\$ 65,564	\$ 67,000	\$ 68,465	\$ 69,960	\$ 71,484	\$ 73,039	\$ 74,625	\$ 76,242	\$ 77,892	\$ 79,575	\$ 81,292	\$ 83,043	\$ 84,829	\$ 86,651	\$ 88,509	\$ 90,404	\$ 92,337	\$ 94,309	\$ 96,321	\$ 98,372	\$ 100,465	\$ 2,114,187
Hackley Debt		0.2500	\$ -	\$ 1,097	\$ 2,172	\$ 2,220	\$ 2,269	\$ 2,320	\$ 2,371	\$ 2,423	\$ 2,476	\$ 2,530	\$ 2,586	\$ 2,642	\$ 2,700	\$ 2,758	\$ 2,818	\$ 2,879	\$ 2,942	\$ 3,005	\$ 3,070	\$ 3,136	\$ 3,204	\$ 3,272	\$ 3,342	\$ 3,414	\$ 3,487	\$ 3,562	\$ 3,637	\$ 3,715	\$ 3,794	\$ 79,841
Total Non-Capturable Taxes		7.9750	\$ -	\$ 34,998	\$ 69,291	\$ 70,827	\$ 72,395	\$ 73,993	\$ 75,624	\$ 77,287	\$ 78,983	\$ 80,714	\$ 82,479	\$ 84,279	\$ 86,116	\$ 87,989	\$ 89,899	\$ 91,848	\$ 93,836	\$ 95,863	\$ 97,931	\$ 100,040	\$ 102,192	\$ 104,387	\$ 106,625	\$ 108,908	\$ 111,237	\$ 113,613	\$ 116,036	\$ 118,507	\$ 121,028	\$ 2,546,925
Total Tax Increment Revenue (TIR) Available for Capture		\$ -	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 254,182	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727	

Footnotes:
Local Tax Abatement (10 years): 2026-2035

Table 3: Tax Increment Revenue Reimbursement Allocation
Muskegon - Central Park, LLC
1700 Oak Avenue
Muskegon, Michigan
January 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Abatement / Admin Fees & BRF**	Total
State	45.0%	\$ 4,948,129	\$ 739,751	\$ 4,948,129
Local	55.0%	\$ 3,853,171	\$ 3,314,926	\$ 3,853,171
MSHDA	100.00%	\$ 8,801,300	\$ -	\$ 8,801,300
			\$ -	

Estimated Total
Years of Plan: 28 (Developer capture 23 years)

Estimated Capture	\$ 8,801,300
Administrative Fees	\$ 674,440
State Brownfield Redevelopment Fund	\$ 739,751
Local Brownfield Revolving Fund	\$ 1,924,857

Year of Plan	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	TOTAL	
Total State Incremental Revenue	\$ -	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 253,630	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727	
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ (13,165)	\$ (26,065)	\$ (26,643)	\$ (27,233)	\$ (27,834)	\$ (28,448)	\$ (29,073)	\$ (29,712)	\$ (30,363)	\$ (31,027)	\$ (31,704)	\$ (32,395)	\$ (33,099)	\$ (33,818)	\$ (34,551)	\$ (35,299)	\$ (36,061)	\$ (36,839)	\$ (37,633)	\$ (38,442)	\$ (39,268)	\$ (40,110)	\$ (40,969)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (739,751)	
State TIR Available for Reimbursement	\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 221,927	\$ 226,762	\$ 231,694	\$ 236,725	\$ 241,857	\$ 247,091	\$ 252,429	\$ 257,875	\$ 263,429	\$ 269,095	\$ 274,874	\$ 280,768	\$ 286,781	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 6,924,977	
Total Local Incremental Revenue	\$ -	\$ 128,961	\$ 255,321	\$ 260,983	\$ 266,759	\$ 272,649	\$ 278,658	\$ 284,786	\$ 291,038	\$ 297,414	\$ 303,918	\$ 310,551	\$ 317,318	\$ 324,220	\$ 331,260	\$ 338,440	\$ 345,765	\$ 353,235	\$ 360,856	\$ 368,628	\$ 376,556	\$ 384,643	\$ 392,891	\$ 401,304	\$ 409,886	\$ 418,639	\$ 427,567	\$ 436,674	\$ 445,963	\$ 9,384,884	
PA 210 Abatement	\$ -	\$ (128,961)	\$ (255,321)	\$ (260,983)	\$ (266,759)	\$ (272,649)	\$ (278,658)	\$ (284,786)	\$ (291,038)	\$ (297,414)	\$ (303,918)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,640,486)
Administrative Fees (10%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (31,055)	\$ (31,732)	\$ (32,422)	\$ (33,126)	\$ (33,844)	\$ (34,576)	\$ (35,324)	\$ (36,086)	\$ (36,863)	\$ (37,656)	\$ (38,464)	\$ (39,289)	\$ (40,130)	\$ (40,989)	\$ (41,864)	\$ (42,757)	\$ (43,667)	\$ (44,596)	\$ (674,440)
Local TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,496	\$ 285,586	\$ 291,798	\$ 298,134	\$ 304,596	\$ 311,188	\$ 317,912	\$ 324,770	\$ 331,765	\$ 338,901	\$ 346,179	\$ 353,602	\$ 361,174	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 401,367	\$ 6,069,958	
Total State & Local TIR Available	\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 501,423	\$ 512,348	\$ 523,492	\$ 534,859	\$ 546,453	\$ 558,279	\$ 570,341	\$ 582,645	\$ 595,195	\$ 607,996	\$ 621,052	\$ 634,370	\$ 647,955	\$ 703,655	\$ 718,682	\$ 734,009	\$ 749,643	\$ 765,590	\$12,229,345	
DEVELOPER	Beginning Balance																														
DEVELOPER Reimbursement Balance	\$ 8,801,300	\$ 8,801,300	\$ 8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	-	
MSHDA Eligible Costs	\$ 8,801,300	\$ 8,801,300	\$ 8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	-	
State Tax Reimbursement	\$ 4,948,129	\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 221,927	\$ 226,762	\$ 231,694	\$ 236,725	\$ 241,857	\$ 247,091	\$ 252,429	\$ 257,875	\$ 263,429	\$ 269,095	\$ 274,874	\$ 280,768	\$ 56,655	\$ -	\$ -	\$ -	\$ -	\$ 4,948,129	
Local Tax Reimbursement	\$ 3,853,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,496	\$ 285,586	\$ 291,798	\$ 298,134	\$ 304,596	\$ 311,188	\$ 317,912	\$ 324,770	\$ 331,765	\$ 338,901	\$ 346,179	\$ 353,602	\$ 69,245	\$ -	\$ -	\$ -	\$ -	\$ 3,853,171	
Total MSHDA Reimbursement Balance	\$ 8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,801,300	
Total Annual Developer Reimbursement	\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 501,423	\$ 512,348	\$ 523,492	\$ 534,859	\$ 546,453	\$ 558,279	\$ 570,341	\$ 582,645	\$ 595,195	\$ 607,996	\$ 621,052	\$ 634,370	\$ 125,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,801,300	
LOCAL BROWNFIELD REVOLVING FI																															
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$ 1,924,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,929	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 109,438	
Total LBRF Capture	\$ 1,924,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,929	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 109,438	\$ 1,924,857
* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.																															
Footnotes: PA 210 Tax Abatment (10 years): 2026-2035 ** Not captured by developer but used in porportionality ratio																															

Appendix 1

Act 381 Brownfield Plan Amendment

Muskegon – Central Park, LLC
1700 Oak Avenue
Muskegon, Michigan 49442

City of Muskegon Brownfield
Redevelopment Authority

Project No. 240603
January 16, 2025

Act 381 Brownfield Plan Amendment

**Muskegon – Central Park, LLC
1700 Oak Avenue
Muskegon, Michigan 49442**

**Prepared For:
City of Muskegon Brownfield Redevelopment Authority
Muskegon, Michigan**

**January 16, 2025
Project No. 240603**

**Recommended for Approval by the Brownfield Redevelopment Authority on: February 11, 2025
Adopted by the City Council on: February 25, 2025**

1.0	Introduction.....	1
1.1	PROPOSED REDEVELOPMENT AND FUTURE USE FOR EACH ELIGIBLE PROPERTY	1
1.2	ELIGIBLE PROPERTY INFORMATION	1
2.0	Information Required by Section 13(2) of the Statute.....	2
2.1	DESCRIPTION OF COSTS TO BE PAID FOR WITH TAX INCREMENT REVENUES	2
2.1.1	MSHDA HOUSING DEVELOPMENT ACTIVITIES	2
2.1.2	AUTHORITY ADMINISTRATIVE FEE.....	3
2.1.3	LOCAL BROWNFIELD REVOLVING FUND	3
2.2	SUMMARY OF ELIGIBLE ACTIVITIES.....	3
2.3	ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES	4
2.4	METHOD OF FINANCING AND DESCRIPTION OF ADVANCES MADE BY THE MUNICIPALITY.....	4
2.5	MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS.....	4
2.6	DURATION OF BROWNFIELD PLAN	4
2.7	ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS.....	5
2.8	LEGAL DESCRIPTION, PROPERTY MAP, STATEMENT OF QUALIFYING CHARACTERISTICS, AND PERSONAL PROPERTY.....	5
2.9	ESTIMATES OF RESIDENTS AND DISPLACEMENT OF INDIVIDUALS/FAMILIES	5
2.10	PLAN FOR RELOCATION OF DISPLACED PERSONS.....	5
2.11	PROVISIONS FOR RELOCATION COSTS	5
2.12	STRATEGY FOR COMPLIANCE WITH MICHIGAN’S RELOCATION ASSISTANCE LAW	5
2.13	OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT	5

List of Figures

Figure 1 – Eligible Property Location Map

Figure 2 – Eligible Property Site Map

Figure 3 – Site Plan

List of Tables

Table 1 – Summary of Eligible Costs

Table 2 – Total Captured Incremental Taxes Estimates

Table 3 – Estimated Reimbursement Schedule

List of Appendices

Appendix 1: Brownfield Plan Resolution(s)

Appendix 2: Housing Support Documents

Appendix 3: MSHDA Total Housing Subsidy (THS) Calculation

Appendix 4: Development/Reimbursement Agreement

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (Authority or MBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the MBRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan Amendment (Plan Amendment) permits the use of TIF to reimburse Krimson Exploratory Fund, LLC (Developer) for the cost of eligible activities required to redevelop a portion of the former Muskegon General Hospital site located at 1700 Oak Avenue, Muskegon, Michigan (Eligible Property, Site, or Property) – see Eligible Property Maps (Figures 1 & 2). Copies of Plan Amendment resolutions are provided in Appendix 1.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer intends to acquire and redevelop the Eligible Property for multi-family residential purposes, consistent with existing zoning for the Site. The Site includes the western 13.89 acres of the former Muskegon General Hospital campus, which was developed in the 1960s and remained operational until 2020.

Due to the functional obsolete condition of the hospital, the proposed redevelopment will require demolition of the former hospital to facilitate construction of six new, three story, multifamily buildings consisting of 144 total dwelling units for rent (the Project), including 30 income qualified units. Each building will include 24 units comprised of one to three bedrooms ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage. The total capital investment for the Project is expected to be \$21,532,385. The proposed site plan is included as Figure 3.

The Project focuses on providing affordable workforce housing for individuals and families earning approximately 69-77% of Muskegon County's Area Median Income (AMI). Upon Project completion, 144 new housing units will be available to offset more than 25% of the community housing need (prior to 2027) for renters within 51%-80% of the AMI, as defined in the 2023 Muskegon Housing Needs Assessment (MHNA) as the greatest housing demand for the City of Muskegon. With a unit mix of 40% one-bedroom, 40% two-bedroom, and 20% three-bedroom, the Project successfully aligns with the MHNA goal for rental housing projects.

In addition to providing sorely needed workforce housing in the City of Muskegon, the Project will remove a functionally obsolete structure and safety concern for the community. Project benefits also include significant local and state tax base growth and new full-time equivalent jobs.

1.2 Eligible Property Information

Parcel ID No: The western 13.89 acres of 61-24-122-300-0003-00
Address: 1700 Oak Avenue, Muskegon, Muskegon County, Michigan
Size: Approximately 13.89 acres

The legal description is found under Section 2.8.

Basis of Eligibility

The Property qualifies as "Eligible Property" under Act 381, on the basis of meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will have six residential buildings with a total of 144 dwelling units for rent.

The Project is also located in the City of Muskegon, a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan.” Additionally, pursuant to Section 2(o)(ii) of Act 381, The Project meets these criteria based on the following:

- The MHNA (2023) identified low-income rental housing (\$895-\$1,430/month rent) as the greatest housing need for the City of Muskegon at 403 units by 2027. A significant factor contributing to this need, as identified in the MHNA (2023), is high poverty (greater than 22% in the Project area). People are spending more money on rent and cannot afford critical needs like food. Affordable housing options will improve poverty rates. The Project provides 144 new housing rental units within 69%-77% of AMI, most falling within the low-income rental category.
- According to the MHNA (2023), existing housing stock vacancy rates are low (7.6%) in the Project area - well below the statewide vacancy rate, 11.6%. In conjunction with the low vacancy rate, the MHNA (2023) noted that households are projected to increase more than double that of the state in the next five years, adding to the housing demand. New housing stock created by the Project will increase availability to support this growth.

Relevant housing data from the sources above is provided in Appendix 2. Michigan State Housing Development Authority’s (MSHDA) Total Housing Subsidy Site-Specific Calculation demonstrating Project congruence with meeting specific housing need is provided in Appendix 3.

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

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Plan Amendment has been developed to reimburse eligible brownfield costs incurred by the Developer to support the transition from a former hospital to new affordable workforce housing that meets community needs. New local and state tax increment revenues (TIR) will be captured for reimbursement of eligible expenses based on actual available new TIR generated from the Project and subject to local Authority and Michigan State Housing Development Authority (MSHDA) approval, as appropriate. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs. Eligible activities in this Plan support “for rent” housing units with households earning a projected 69-77% of AMI.

The total cost of eligible activities, including contingency is anticipated to be \$8,801,300, described below and summarized in Table 1 (attached). Authority administrative costs are anticipated to be \$674,440. The capture of TIR for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$1,924,857.

2.1.1 MSHDA Housing Development Activities

Building Demolition

Building Demolition costs are anticipated on the property. This includes building demolition/deconstruction (\$820,000), backfill (\$412,000), and a 15% contingency cost of \$184,875. The total cost of these eligible activities is anticipated to be \$1,417,375.

Lead and Asbestos Abatement

Lead and asbestos abatement activities are anticipated on the property. This includes abatement including disposal and air monitoring (\$540,000) and a 15% contingency cost of \$81,000. The total cost of these eligible activities is anticipated to be \$621,000.

Site Preparation

Site preparation activities is anticipated on the Property. This includes cut and fill operations (\$80,000), geotechnical engineering (\$30,000), grading (\$14,000), land balancing (\$35,000), relocation of active utilities (\$72,000), solid waste disposal (\$82,500), staking (\$28,000), temporary construction access and/or roads (\$5,000), temporary erosion control (\$15,000), temporary facility (\$50,000), temporary sheeting/shoring (\$125,000), temporary site control (\$29,000), temporary traffic control (\$6,000), soft costs related to site preparation (\$38,400) and a 15% contingency cost of \$91,485. The total cost of these activities is anticipated to be \$701,385.

Infrastructure Improvements

Infrastructure improvements activities are anticipated on the Property This includes streets & roads (\$543,000), sidewalks (\$77,000), lighting (\$85,000), sanitary sewer mains (\$150,000), water mains (\$340,000), curb and gutter (\$6,600), sanitary sewer mains (\$150,000), landscaping (\$110,000), urban storm water management systems (\$200,000), soft costs (\$165,000), and a 15% contingency cost (\$273,990). The total cost of these activities is anticipated to be \$2,100,590.

Development of a Housing Financing Gap

A development of a housing financing gap cost is anticipated on the property. The total cost if this activity is anticipated to be \$3,905,950.

Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan and Work Plan is estimated to cost \$25,000.

Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan is estimated to cost \$30,000.

2.1.2 Authority Administration Fee

This Plan Amendment includes a 10% administration fee for the MBRA, which will be captured from new local TIR generated as a result of the Project. The estimated administration fee capture amount during the duration of the Plan is \$674,440.

2.1.3 Local Brownfield Revolving Fund

The Authority can capture new tax revenue from the Project for deposit in the LBRF, up to five years after Developer reimbursement occurs or not more than the eligible activities, whichever occurs first and as allowed by the statute. It is estimated that \$1,924,857 will be captured for deposit in the LBRF.

2.2 Summary of Eligible Activities**Eligible Activities to Support Housing Property**

- Lead and asbestos abatement activities include abatement, disposal, and air monitoring.
- Demolition of functionally obsolete hospital to support new housing.
- Site preparation activities include cut and fill operations, geotechnical engineering, grading, land balancing, relocation of active utilities, solid waste disposal, staking, temporary construction access and/or roads, temporary erosion control, temporary facility, temporary sheeting/shoring, temporary site control, temporary traffic control, soft costs, and a 15% contingency.

- Infrastructure Improvements include streets/roads, sidewalks, lighting, sanitary sewer mains, water mains, curb and gutter, sanitary sewer mains, landscaping, urban storm water management systems, soft costs, and a 15% contingency.
- Development of Housing Financing Gap.
- Brownfield Plan/Work Plan preparation and implementation.

Authority Expenses

A 10% administration fee to cover eligible administrative costs incurred by the MBRA that are related to the Project are included in this Plan Amendment. These expenses will be reimbursed with local TIR only.

Contingency

A 15% contingency is included to cover unexpected cost overruns related to future eligible activities completed. The contingency is limited to infrastructure and site preparation activities.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2025 anticipated taxable value of \$945,146. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan Amendment captures real property tax increment revenues and assumes a 2% annual increase in taxable value of the Eligible Property.

Project activities will commence in 2025. Completion of construction is anticipated in 2026. Tax increment revenue collection is anticipated to begin in 2026.

After the completion of the Project, the projected taxable is estimated to be \$9,633,629. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF provided the amount does not exceed the total cost of eligible activities. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan Amendment will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and MBRA, included in Appendix 4. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan Amendment. No interest expenses will be reimbursed.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2026. It is anticipated that Developer reimbursement will be completed in 2048. Following Developer reimbursement, the MBRA may capture tax increment revenue for five years, or an amount equivalent to reimbursed Developer costs (whichever occurs sooner), for deposit into the LBRF. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

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

The Eligible Property is in the City of Muskegon, Muskegon County, Michigan, and consists of 13.89 acres of a 25-acre parent parcel. The parent parcel ID number is 61-24-122-300-0003-00. A Site layout map is attached as Figure 2. The legal description of the Eligible Property is as follows:

Eligible Property - The Western 13.89 acres of PARCEL ID 61-24-122-300-0003-00

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 that is 750.77 feet South 00 degrees 10 minutes 00 seconds East of the West 1/4 corner of Section 22; thence North 88 degrees 59 minutes 00 seconds East 476.68 feet; thence North 02 degrees 06 minutes 10 seconds West 295.47 feet; thence North 89 degrees 50 minutes 00 seconds East 1.35 feet; thence South 65 degrees 27 minutes 17 seconds East 121.09 feet; thence North 88 degrees 44 minutes 43 seconds East 98.19 feet; thence South 01 degrees 44 minutes 05 seconds East 97.05 feet; thence North 89 degrees 08 minutes 54 seconds East 226.07 feet; thence South 01 degrees 01 minutes 00 seconds East 715.27 feet along a line which is 66.0 feet West of the west boundary of Osteopathic Medical Plats No.1 & No.2; thence South 89 degrees 01 minutes 03 seconds West 915.58 feet along the south line of the North 1/2 of said SW 1/4 to the West line of said Section 22; thence North 00 degrees 10 minutes 00 seconds West 568.92 feet along said west line to the Point of Beginning. Parcel contains 604,850 square feet.

The Property qualifies as Eligible Property under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property, thus no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

In addition to providing much needed workforce housing to the community, redevelopment of the Site will eliminate vandalism and attractive nuisance concerns related to the vacant hospital, lessening public safety burdens. Site redevelopment will also serve as a potential catalyst for future development of the remaining former hospital campus to the east, providing new tax base to the community.

Figures

PLOT INFO: Z:\2024\240603\CAD\GIS\ProProj\Brownfield Plan.aprx Layout: FIG02_Eligible Property Map Date: 5/23/2024 8:48 AM User: ahavens

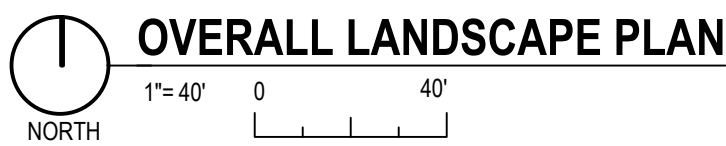


Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Krimson Development
1700 Oak Avenue, Muskegon, Michigan
Brownfield Plan

PROJECT NO.
240603

FIGURE NO.
2



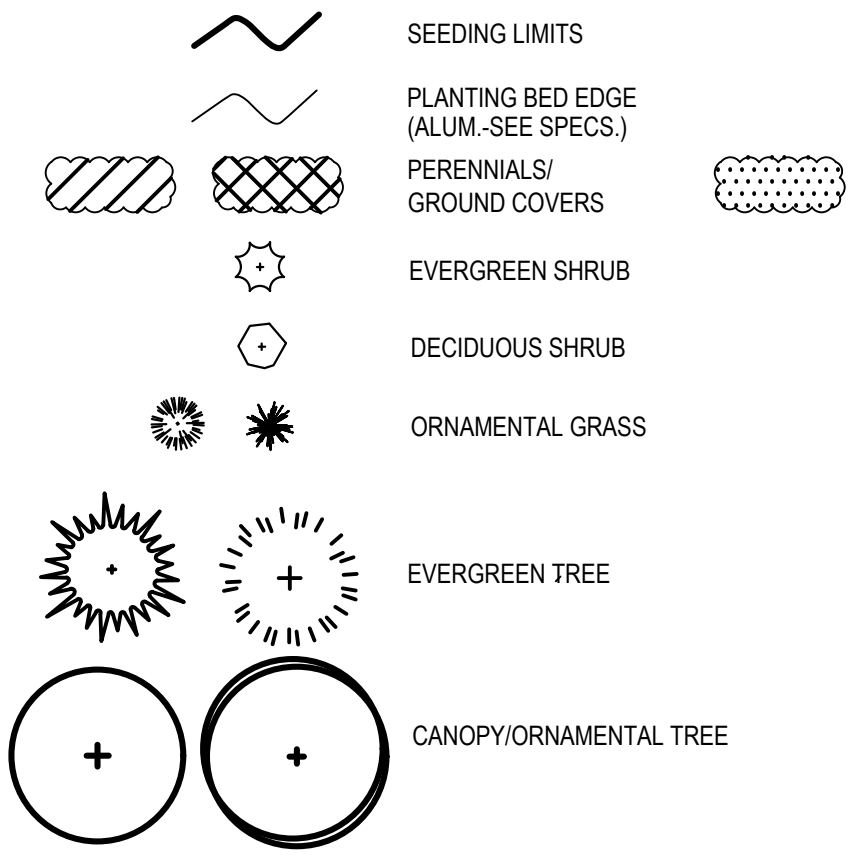
PLANT SCHEDULE PLANT LIST					
CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
TREES					
AR	Abies concolor / White Fir	B&B	2 1/2" CAL	6' HT.	
AR	Acer rubrum / Red Maple	B&B	2 1/2" CAL		
AM	Acer saccharum 'PNI 0285' / Green Mountain® Sugar Maple	B&B	2 1/2" CAL		
CF2	Carpinus betulus 'Fastigiata' / Upright European Hornbeam	5 & B	2 1/2" CAL	12' HT.	
CM9	Cornus kousa Milky Way / Milky Way Kousa Dogwood	B&B	2 1/2" CAL		
CR	Cornus kousa Ruby Slippers / Ruby Slippers Kousa Dogwood	B&B	2 1/2" CAL		
HA	Halesia dielsii / Norway Spruce	B&B	2 1/2" CAL	8' HT.	
PS	Pinus strobus / White Pine	B&B	2 1/2" CAL	8' HT.	
PS	Prunus serrulata 'Kawczana' / Flowering Cherry	B&B	2 1/2" CAL	8-10' HT.	
ZS	Zelkova serrata / Japanese Zelkova	B&B	2 1/2" CAL		

FIGURE 3 SITE PLAN



CALL 811 NOTE:
CONTRACTOR TO CONTACT 811
SERVICE AT LEAST 3 WORKING
DAYS PRIOR TO CONSTRUCTION,
TO CONFIRM LOCATION OF
EXISTING UTILITIES. DIAL 811.

LANDSCAPE LEGEND

SEED MIXTURE (TYPE A)

EGS GREEN GROUNDS SEED MIX

19.96%	KELLY KENTUCKY BLUEGRASS
19.94%	BARON KENTUCKY BLUEGRASS
19.91%	SOX FAN PERENNIAL RYEGRASS
19.82%	EXACTA II GLSR PERENNIAL RYEGRASS
19.73%	JUMPSTART KENTUCKY BLUEGRASS

BY ECO GREEN SUPPLY, SEED AT RATE OF
5-7 LBS, PER 1,000 SQ. FT.

SEED MIXTURE (TYPE B)

EGS SHADY SEED MIX
47.79% ORACLE CREEPING RED FESCUE
19.78% SHANNON KENTUCKY BLUEGRASS
10.96% SWORD HARD FESCUE
9.79% GALLOP PERENNIAL RYEGRASS
9.76% FAIRMONT CHEWINGS FESCUE

BY ECO GREEN SUPPLY, SEED AT RATE OF
5-6 LBS. PER 1,000 SQ. FT.

GENERAL LANDSCAPE NOTES

1. CONTRACTOR RESPONSIBLE FOR UNDERSTANDING PROJECT CONDITIONS AND VERIFYING PLANT QUANTITIES NOTIFIED LANDSCAPE ARCHITECT OF ANY PLAN DISCREPANCIES.
2. PLANT LOCATIONS TO BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT AND OWNER. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL EXISTING UNDERGROUND UTILITIES. THE APPROPRIATE UTILITY COMPANY FOR FIELD STAKING ALL LINES.
3. ALL AREAS DISTURBED BY CONSTRUCTION TO BE TOPSOILED AND SEEDED UNLESS SHOWN OTHERWISE ON PLANS
4. CONTRACTOR TO CONTACT MISS DG AT PHONE NUMBER R11 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION, TO CONFIRM LOCATION OF EXISTING UTILITIES.
5. CONTRACTOR TO COORDINATE PLANTING SCHEDULE WITH IRRIGATION CONTRACTOR.
6. NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUB-GRADE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
7. SHRUB PLANTING BEDS AND TREE SALESPOTS TO RECEIVE 3" SHREDDED HARDWOOD MULCH, PERENNIAL BEDS TO RECEIVE 2" DEPTH MULCH AND GROUND COVER AREAS TO RECEIVE 1" DEPTH MULCH.
8. PLANTING MIXTURE FOR PERENNIALS SHALL BE SIX INCH DEPTH OF FOUR PARTS BY VOLUME OF TOPSOIL TO ONE PART OF SPAGNUM PEAT MOSS.
9. CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUND COVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z601 "AMERICAN STANDARD FOR NURSERY STOCK" AND THE NATIONAL STANDARD FOR NURSERY STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
10. NOTIFY LANDSCAPE ARCHITECT AND OWNER (3 DAYS MIN. NOTICE) TO INSPECT AND ACCEPT PLANT MATERIAL IN THE NURSERY PRIOR TO JOB SITE DELIVERY AND INSTALLATION.

KRIMSON
MILK

DA ARCHITECT

COA ARCHITECT COA ENGINEER

NOT FOR CONSTRUCTION

ISSUANCE

PROJECT NUMBER
9550010
PROJECT MANAGER
P. LAZDINS
PROFESSIONAL
P. LAZDINS
DRAWN BY
L. CARTEN-CRANDEL
CHECKED BY

OVERALL
LANDSCAPE PLAN
L201

Page 231 of 402

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan
Muskegon - Central Park, LLC
1700 Oak Dr
Muskegon, Michigan
January 2025

MSHDA Eligible Activities	Cost
Building Demolition	\$ 1,417,375
<i>Building Demolition/Deconstruction</i>	\$ 820,000
<i>Backfill</i>	\$ 412,500
<i>Contingency (15%)</i>	\$ 184,875
Lead and Asbestos Abatement	\$ 621,000
<i>Abatement Including Disposal and Air Monitoring</i>	\$ 540,000
<i>Contingency (15%)</i>	\$ 81,000
Site Preparation	\$ 701,385
<i>Cut and Fill Operations</i>	\$ 80,000
<i>Geotechnical Engineering</i>	\$ 30,000
<i>Grading</i>	\$ 14,000
<i>Land Balancing</i>	\$ 35,000
<i>Relocation of Active Utilities</i>	\$ 72,000
<i>Solid Waste Disposal</i>	\$ 82,500
<i>Staking</i>	\$ 28,000
<i>Temporary Construction Access and/or Roads</i>	\$ 5,000
<i>Temporary Erosion Control</i>	\$ 15,000
<i>Temporary Facility</i>	\$ 50,000
<i>Temporary Sheet piling/Shoring</i>	\$ 125,000
<i>Temporary Site Control</i>	\$ 29,000
<i>Temporary Traffic Control</i>	\$ 6,000
<i>Soft Costs Related to Site Preparation</i>	\$ 38,400
<i>Contingency (15%)</i>	\$ 91,485
Infrastructure Improvements	\$ 2,100,590
<i>Streets, roads</i>	\$ 543,000
<i>Sidewalks</i>	\$ 77,000
<i>Lighting</i>	\$ 85,000
<i>Sanitary Sewer Mains</i>	\$ 150,000
<i>Water mains</i>	\$ 340,000
<i>Curb and Gutter</i>	\$ 6,600
<i>Sanitary sewer mains</i>	\$ 150,000
<i>Landscaping</i>	\$ 110,000
<i>Urban Storm Water Management Systems (Traditional)</i>	\$ 200,000
<i>Soft Costs Related to Infrastructure</i>	\$ 165,000
<i>Contingency (15%)</i>	\$ 273,990
Development of Housing Financing Gap	\$ 3,905,950
<i>Development of Housing Financing Gap</i>	\$ 3,905,950
MSHDA Eligible Activities Subtotal	\$ 8,746,300
Brownfield Plan/Work Plan Preparation	\$ 25,000
Brownfield Plan/Work Plan Implementation	\$ 30,000
MSHDA Eligible Activities Total Costs	\$ 8,801,300

Table 2: Tax Increment Revenue Capture Estimates
Muskegon - Central Park, LLC
1700 Oak Dr
Muskegon, Michigan
January 2025

Estimated Taxable Value (TV) Increase Rate:		2%																														
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	TOTAL	
	Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
	*Base Taxable Value	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146	\$ 945,146		
	Estimated New TV	\$ 945,146	\$ 5,333,629	\$ 9,633,629	\$ 9,826,302	\$ 10,022,828	\$ 10,223,284	\$ 10,427,750	\$ 10,636,305	\$ 10,849,031	\$ 11,066,012	\$ 11,287,332	\$ 11,513,078	\$ 11,743,340	\$ 11,978,207	\$ 12,217,771	\$ 12,462,126	\$ 12,711,369	\$ 12,965,596	\$ 13,224,908	\$ 13,489,406	\$ 13,759,194	\$ 14,034,378	\$ 14,315,066	\$ 14,601,367	\$ 14,893,395	\$ 15,191,262	\$ 15,495,088	\$ 15,804,989	\$ 16,121,089		
	Incremental Difference (New TV - Base TV)	\$ -	\$ 4,388,483	\$ 8,688,483	\$ 8,881,156	\$ 9,077,682	\$ 9,278,138	\$ 9,482,604	\$ 9,691,159	\$ 9,903,885	\$ 10,120,866	\$ 10,342,186	\$ 10,567,932	\$ 10,798,194	\$ 11,033,061	\$ 11,272,625	\$ 11,516,980	\$ 11,766,223	\$ 12,020,450	\$ 12,279,762	\$ 12,544,260	\$ 12,814,048	\$ 13,089,232	\$ 13,369,920	\$ 13,656,221	\$ 13,948,249	\$ 14,246,116	\$ 14,549,942	\$ 14,859,843	\$ 15,175,943		
School Capture		Millage Rate																														
	State Education Tax (SET)	6.0000	\$ -	\$ 26,331	\$ 52,131	\$ 53,287	\$ 54,466	\$ 55,669	\$ 56,896	\$ 58,147	\$ 59,423	\$ 60,725	\$ 62,053	\$ 63,408	\$ 64,789	\$ 66,198	\$ 67,636	\$ 69,102	\$ 70,597	\$ 72,123	\$ 73,679	\$ 75,266	\$ 76,884	\$ 78,535	\$ 80,220	\$ 81,937	\$ 83,689	\$ 85,477	\$ 87,300	\$ 89,159	\$ 91,056	\$ 1,916,182
	School Operating Tax	18.0000	\$ -	\$ 78,993	\$ 156,393	\$ 159,861	\$ 163,398	\$ 167,006	\$ 170,687	\$ 174,441	\$ 178,270	\$ 182,176	\$ 186,159	\$ 190,223	\$ 194,367	\$ 198,595	\$ 202,907	\$ 207,306	\$ 211,792	\$ 216,368	\$ 221,036	\$ 225,797	\$ 230,653	\$ 235,606	\$ 240,659	\$ 245,812	\$ 251,068	\$ 256,430	\$ 261,899	\$ 267,477	\$ 273,167	\$ 5,748,546
	School Total	24.0000	\$ -	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 253,630	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727
Local Capture		Millage Rate																														
	County Museum	0.3143	\$ -	\$ 1,379	\$ 2,731	\$ 2,791	\$ 2,853	\$ 2,916	\$ 2,980	\$ 3,046	\$ 3,113	\$ 3,181	\$ 3,251	\$ 3,322	\$ 3,394	\$ 3,468	\$ 3,543	\$ 3,620	\$ 3,698	\$ 3,778	\$ 3,860	\$ 3,943	\$ 4,027	\$ 4,114	\$ 4,202	\$ 4,292	\$ 4,384	\$ 4,478	\$ 4,573	\$ 4,670	\$ 4,770	\$ 100,376
	County Veterans	0.0732	\$ -	\$ 321	\$ 636	\$ 650	\$ 664	\$ 679	\$ 694	\$ 709	\$ 725	\$ 741	\$ 757	\$ 774	\$ 790	\$ 808	\$ 825	\$ 843	\$ 861	\$ 880	\$ 899	\$ 918	\$ 938	\$ 958	\$ 979	\$ 1,000	\$ 1,021	\$ 1,043	\$ 1,065	\$ 1,088	\$ 1,111	\$ 23,377
	Senior CIT SVC	0.4880	\$ -	\$ 2,142	\$ 4,240	\$ 4,334	\$ 4,430	\$ 4,528	\$ 4,628	\$ 4,729	\$ 4,833	\$ 4,939	\$ 5,047	\$ 5,157	\$ 5,270	\$ 5,384	\$ 5,501	\$ 5,620	\$ 5,742	\$ 5,866	\$ 5,993	\$ 6,122	\$ 6,253	\$ 6,388	\$ 6,525	\$ 6,664	\$ 6,807	\$ 6,952	\$ 7,100	\$ 7,252	\$ 7,406	\$ 155,849
	Central Dispatch	0.2927	\$ -	\$ 1,285	\$ 2,543	\$ 2,600	\$ 2,657	\$ 2,716	\$ 2,776	\$ 2,837	\$ 2,899	\$ 2,962	\$ 3,027	\$ 3,093	\$ 3,161	\$ 3,229	\$ 3,299	\$ 3,371	\$ 3,444	\$ 3,518	\$ 3,594	\$ 3,672	\$ 3,751	\$ 3,831	\$ 3,913	\$ 3,997	\$ 4,083	\$ 4,170	\$ 4,259	\$ 4,349	\$ 4,442	\$ 93,478
	Comm College	2.1515	\$ -	\$ 9,442	\$ 18,693	\$ 19,108	\$ 19,531	\$ 19,962	\$ 20,402	\$ 20,851	\$ 21,308	\$ 21,775	\$ 22,251	\$ 22,737	\$ 23,232	\$ 23,738	\$ 24,253	\$ 24,779	\$ 25,315	\$ 25,862	\$ 26,420	\$ 26,989	\$ 27,569	\$ 28,161	\$ 28,765	\$ 29,381	\$ 30,010	\$ 30,651	\$ 31,304	\$ 31,971	\$ 32,651	\$ 687,111
	M.A.I.S.D.	4.6382	\$ -	\$ 20,355	\$ 40,299	\$ 41,193	\$ 42,104	\$ 43,034	\$ 43,982	\$ 44,950	\$ 45,936	\$ 46,943	\$ 47,969	\$ 49,016	\$ 50,084	\$ 51,174	\$ 52,285	\$ 53,418	\$ 54,574	\$ 55,753	\$ 56,956	\$ 58,183	\$ 59,434	\$ 60,710	\$ 62,012	\$ 63,340	\$ 64,695	\$ 66,076	\$ 67,486	\$ 68,923	\$ 70,389	\$ 1,481,272
	City Operating	9.6732	\$ -	\$ 42,451	\$ 84,045	\$ 85,909	\$ 87,810	\$ 89,749	\$ 91,727	\$ 93,745	\$ 95,802	\$ 97,901	\$ 100,042	\$ 102,226	\$ 104,453	\$ 106,725	\$ 109,042	\$ 111,406	\$ 113,817	\$ 116,276	\$ 118,785	\$ 121,343	\$ 123,953	\$ 126,615	\$ 129,330	\$ 132,099	\$ 134,924	\$ 137,806	\$ 140,744	\$ 143,742	\$ 146,800	\$ 3,089,268
	City Sanitation	2.8838	\$ -	\$ 12,656	\$ 25,056	\$ 25,611	\$ 26,178	\$ 26,756	\$ 27,346	\$ 27,947	\$ 28,561	\$ 29,187	\$ 29,825	\$ 30,476	\$ 31,140	\$ 31,817	\$ 32,508	\$ 33,213	\$ 33,931	\$ 34,665	\$ 35,412	\$ 36,175	\$ 36,953	\$ 37,747	\$ 38,556	\$ 39,382	\$ 40,224	\$ 41,083	\$ 41,959	\$ 42,853	\$ 43,764	\$ 920,981
	Hackley Library	2.3097	\$ -	\$ 10,136	\$ 20,068	\$ 20,513	\$ 20,967	\$ 21,430	\$ 21,902	\$ 22,384	\$ 22,875	\$ 23,376	\$ 23,887	\$ 24,409	\$ 24,941	\$ 25,483	\$ 26,036	\$ 26,601	\$ 27,176	\$ 27,764	\$ 28,363	\$ 28,973	\$ 29,597	\$ 30,232	\$ 30,881	\$ 31,542	\$ 32,216	\$ 32,904	\$ 33,606	\$ 34,322	\$ 35,052	\$ 737,634
	MPS Sinking	0.9519	\$ -	\$ 4,177	\$ 8,271	\$ 8,454	\$ 8,641	\$ 8,832	\$ 9,026	\$ 9,225	\$ 9,428	\$ 9,634	\$ 9,845	\$ 10,060	\$ 10,279	\$ 10,502	\$ 10,730	\$ 10,963	\$ 11,200	\$ 11,442	\$ 11,689	\$ 11,941	\$ 12,198	\$ 12,460	\$ 12,727	\$ 12,999	\$ 13,277	\$ 13,561	\$ 13,850	\$ 14,145	\$ 14,446	\$ 304,002
	County Operating	5.6097	\$ -	\$ 24,618	\$ 48,740	\$ 49,821	\$ 50,923	\$ 52,048	\$ 53,195	\$ 54,364	\$ 55,558	\$ 56,775	\$ 58,017	\$ 59,283	\$ 60,575	\$ 61,892	\$ 63,236	\$ 64,607	\$ 66,005	\$ 67,431	\$ 68,886	\$ 70,370	\$ 71,883	\$ 73,427	\$ 75,001	\$ 76,607	\$ 78,245	\$ 79,916	\$ 81,621	\$ 83,359	\$ 85,132	\$ 1,791,534
	Local Total	29.3862	\$ -	\$ 128,961	\$ 255,321	\$ 260,983	\$ 266,759	\$ 272,649	\$ 278,658	\$ 284,786	\$ 291,038	\$ 297,414	\$ 303,918	\$ 310,551	\$ 317,318	\$ 324,220	\$ 331,260	\$ 338,440	\$ 345,765	\$ 353,235	\$ 360,856	\$ 368,628	\$ 376,556	\$ 384,643	\$ 392,891	\$ 401,304	\$ 409,886	\$ 418,639	\$ 427,567	\$ 436,674	\$ 445,963	\$ 9,384,884
Non-Capturable Millages		Millage Rate																														
	Comm College Debt	0.2250	\$ -	\$ 987	\$ 1,955	\$ 1,998	\$ 2,042	\$ 2,088	\$ 2,134	\$ 2,181	\$ 2,228	\$ 2,277	\$ 2,327	\$ 2,378	\$ 2,430	\$ 2,482	\$ 2,536	\$ 2,591	\$ 2,647	\$ 2,705	\$ 2,763	\$ 2,822	\$ 2,883	\$ 2,945	\$ 3,008	\$ 3,073	\$ 3,138	\$ 3,205	\$ 3,274	\$ 3,343	\$ 3,415	\$ 71,857
	MPS Debt 2020	0.8800	\$ -	\$ 3,862	\$ 7,646	\$ 7,815	\$ 7,988	\$ 8,165	\$ 8,345	\$ 8,528	\$ 8,715	\$ 8,906	\$ 9,101	\$ 9,300	\$ 9,502	\$ 9,709	\$ 9,920	\$ 10,135	\$ 10,354	\$ 10,578	\$ 10,806	\$ 11,039	\$ 11,276	\$ 11,519	\$ 11,766	\$ 12,017	\$ 12,274	\$ 12,537	\$ 12,804	\$ 13,077	\$ 13,355	\$ 281,040
	MPS Debt 2021	6.6200	\$ -	\$ 29,052	\$ 57,518	\$ 58,793	\$ 60,094	\$ 61,421	\$ 62,775	\$ 64,155	\$ 65,564	\$ 67,000	\$ 68,465	\$ 69,960	\$ 71,484	\$ 73,039	\$ 74,625	\$ 76,242	\$ 77,892	\$ 79,575	\$ 81,292	\$ 83,043	\$ 84,829	\$ 86,651	\$ 88,509	\$ 90,404	\$ 92,337	\$ 94,309	\$ 96,321	\$ 98,372	\$ 100,465	\$ 2,114,187
	Hackley Debt	0.2500	\$ -	\$ 1,097	\$ 2,172	\$ 2,220	\$ 2,269	\$ 2,320	\$ 2,371	\$ 2,423	\$ 2,476	\$ 2,530	\$ 2,586	\$ 2,642	\$ 2,700	\$ 2,758	\$ 2,818	\$ 2,879	\$ 2,942	\$ 3,005	\$ 3,070	\$ 3,136	\$ 3,204	\$ 3,272	\$ 3,342	\$ 3,414	\$ 3,487	\$ 3,562	\$ 3,637	\$ 3,715	\$ 3,794	\$ 79,141
	Total Non-Capturable Taxes	7.9750	\$ -	\$ 34,998	\$ 69,291	\$ 70,827	\$ 72,395	\$ 73,993	\$ 75,624	\$ 77,287	\$ 78,983	\$ 80,714	\$ 82,479	\$ 84,279	\$ 86,116	\$ 87,989	\$ 89,899	\$ 91,848	\$ 93,836	\$ 95,863	\$ 97,931	\$ 100,040	\$ 102,192	\$ 104,387	\$ 106,625	\$ 108,908	\$ 111,237	\$ 113,613	\$ 116,036	\$ 118,507	\$ 121,028	\$ 2,546,925
Total Tax Increment Revenue (TIR) Available for Capture		\$ -	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 253,630	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727	

Footnotes:
Local Tax Abatement (10 years): 2026-2035

Table 3: Tax Increment Revenue Reimbursement Allocation

Muskegon - Central Park, LLC
1700 Oak Avenue
Muskegon, Michigan
January 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Abatement / Admin Fees & BRF**	Total
State	45.0%	\$ 4,948,129	\$ 739,751	\$ 4,948,129
Local	55.0%	\$ 3,853,171	\$ 3,314,926	\$ 3,853,171
MSHDA	100.00%	\$ 8,801,300	\$ -	\$ 8,801,300
			\$ -	

Estimated Total
Years of Plan: 28 (Developer capture 23 years)

Estimated Capture	\$ 8,801,300
Administrative Fees	\$ 674,440
State Brownfield Redevelopment Fund	\$ 739,751
Local Brownfield Revolving Fund	\$ 1,924,857

Year of Plan	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28				
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	TOTAL			
Total State Incremental Revenue	\$	-	\$ 105,324	\$ 208,524	\$ 213,148	\$ 217,864	\$ 222,675	\$ 227,582	\$ 232,588	\$ 237,693	\$ 242,901	\$ 248,212	\$ 253,630	\$ 259,157	\$ 264,793	\$ 270,543	\$ 276,408	\$ 282,389	\$ 288,491	\$ 294,714	\$ 301,062	\$ 307,537	\$ 314,142	\$ 320,878	\$ 327,749	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 7,664,727		
State Brownfield Redevelopment Fund (50% of SET)	\$	-	\$ (13,165)	\$ (26,065)	\$ (26,643)	\$ (27,233)	\$ (27,834)	\$ (28,448)	\$ (29,073)	\$ (29,712)	\$ (30,363)	\$ (31,027)	\$ (31,704)	\$ (32,395)	\$ (33,099)	\$ (33,818)	\$ (34,551)	\$ (35,299)	\$ (36,061)	\$ (36,839)	\$ (37,633)	\$ (38,442)	\$ (39,268)	\$ (40,110)	\$ (40,969)	\$ -	\$ -	\$ -	\$ -	\$ (739,751)			
State TIR Available for Reimbursement	\$	-	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 221,927	\$ 226,762	\$ 231,694	\$ 236,725	\$ 241,857	\$ 247,091	\$ 252,429	\$ 257,875	\$ 263,429	\$ 269,095	\$ 274,874	\$ 280,768	\$ 286,781	\$ 334,758	\$ 341,907	\$ 349,199	\$ 356,636	\$ 364,223	\$ 6,924,977		
Total Local Incremental Revenue	\$	-	\$ 128,961	\$ 255,321	\$ 260,983	\$ 266,759	\$ 272,649	\$ 278,658	\$ 284,786	\$ 291,038	\$ 297,414	\$ 303,918	\$ 310,551	\$ 317,318	\$ 324,220	\$ 331,260	\$ 338,440	\$ 345,765	\$ 353,235	\$ 360,856	\$ 368,628	\$ 376,556	\$ 384,643	\$ 392,891	\$ 401,304	\$ 409,886	\$ 418,639	\$ 427,567	\$ 436,674	\$ 445,963	\$ 9,384,884		
PA 210 Abatement	\$	-	\$ (128,961)	\$ (255,321)	\$ (260,983)	\$ (266,759)	\$ (272,649)	\$ (278,658)	\$ (284,786)	\$ (291,038)	\$ (297,414)	\$ (303,918)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,640,486)		
Administrative Fees (10%)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (31,055)	\$ (31,732)	\$ (32,422)	\$ (33,126)	\$ (33,844)	\$ (34,576)	\$ (35,324)	\$ (36,086)	\$ (36,863)	\$ (37,656)	\$ (38,464)	\$ (39,289)	\$ (40,130)	\$ (40,989)	\$ (41,864)	\$ (42,757)	\$ (43,667)	\$ (44,596)	\$ (674,440)	
Local TIR Available for Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,496	\$ 285,586	\$ 291,798	\$ 298,134	\$ 304,596	\$ 311,188	\$ 317,912	\$ 324,770	\$ 331,765	\$ 338,901	\$ 346,179	\$ 353,602	\$ 361,174	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 401,367	\$ 6,069,958		
Total State & Local TIR Available	\$	-	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 501,423	\$ 512,348	\$ 523,492	\$ 534,859	\$ 546,453	\$ 558,279	\$ 570,341	\$ 582,645	\$ 595,195	\$ 607,996	\$ 621,052	\$ 634,370	\$ 647,955	\$ 703,655	\$ 718,682	\$ 734,009	\$ 749,643	\$ 765,590	\$12,229,345		
DEVELOPER	Beginning Balance																																
DEVELOPER Reimbursement Balance	\$	8,801,300	\$ 8,801,300	\$ 8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	-		
MSHDA Eligible Costs	\$	8,801,300	\$ 8,801,300	\$ 8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	-		
State Tax Reimbursement	\$	4,948,129	\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 221,927	\$ 226,762	\$ 231,694	\$ 236,725	\$ 241,857	\$ 247,091	\$ 252,429	\$ 257,875	\$ 263,429	\$ 269,095	\$ 274,874	\$ 280,768	\$ 56,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,948,129	
Local Tax Reimbursement	\$	3,853,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 279,496	\$ 285,586	\$ 291,798	\$ 298,134	\$ 304,596	\$ 311,188	\$ 317,912	\$ 324,770	\$ 331,765	\$ 338,901	\$ 346,179	\$ 353,602	\$ 69,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,853,171	
Total MSHDA Reimbursement Balance	\$	8,801,300	\$ 8,709,142	\$ 8,526,684	\$ 8,340,179	\$ 8,149,548	\$ 7,954,707	\$ 7,755,573	\$ 7,552,058	\$ 7,344,077	\$ 7,131,538	\$ 6,914,353	\$ 6,412,930	\$ 5,900,582	\$ 5,377,090	\$ 4,842,231	\$ 4,295,778	\$ 3,737,499	\$ 3,167,158	\$ 2,584,513	\$ 1,989,318	\$ 1,381,322	\$ 760,270	\$ 125,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,801,300		
Total Annual Developer Reimbursement		\$ -	\$ 92,158	\$ 182,458	\$ 186,504	\$ 190,631	\$ 194,841	\$ 199,135	\$ 203,514	\$ 207,982	\$ 212,538	\$ 217,186	\$ 501,423	\$ 512,348	\$ 523,492	\$ 534,859	\$ 546,453	\$ 558,279	\$ 570,341	\$ 582,645	\$ 595,195	\$ 607,996	\$ 621,052	\$ 634,370	\$ 125,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,801,300		
LOCAL BROWNFIELD REVOLVING FI																																	
LBRF Deposits *	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
State Tax Capture	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$	1,924,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,929	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 109,438	\$ 1,924,857
Total LBRF Capture	\$	1,924,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291,929	\$ 368,897	\$ 376,775	\$ 384,811	\$ 393,007	\$ 109,438	\$ 1,924,857

Appendix 1

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

Muskegon-Central Park, LLC (Krimson Exploratory Fund, LLC)

1700 Oak Ave.

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 25th day of February, 2025 at 5:30 p.m., prevailing Eastern Time.

PRESENT: German, Gorman, St.Clair, Johnson, and Kilgo

ABSENT: Keener and Kochin

The following preamble and resolution were offered by Commissioner St.Clair and supported by Commissioner German.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to add Muskegon-Central Park, LLC (Krimson Exploratory Fund, LLC) 1700 Oak Ave.; and

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on February 25, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

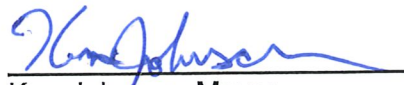
Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES: German, Gorman, St.Clair, Johnson, and Kilgo

NAYS: None

RESOLUTION DECLARED APPROVED.


Ann Marie 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 February 25, 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 altered under Michigan Governor's Executive Order 2020-75 (COVID-19) and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Ann Marie Meisch, City Clerk

Appendix 2

A. OVERALL HOUSING SUPPLY (SECONDARY DATA)

This section of area housing supply is based on secondary data sources such as the U.S. Census, American Community Survey and ESRI, and is provided for the Primary Study Area (Muskegon), the Secondary Study Area (Balance of County), the selected submarkets, and the state of Michigan, when applicable. When possible, data from the 2020 Census is used in conjunction with ESRI estimates to provide the most up-to-date data. Note that some small variation of total numbers and percentages within tables may exist due to rounding.

Housing Characteristics

The estimated distribution of the area housing stock by tenure for each study area for 2022 is summarized in the following table:

		Occupied and Vacant Housing Units by Tenure 2022 Estimates				
		Total Occupied	Owner Occupied	Renter Occupied	Vacant	Total
Beachwood-Bluffton	Number	655	596	59	187	842
	Percent	77.8%	91.0%	9.0%	22.2%	100.0%
Campbell Field/ Nims	Number	2,615	1,096	1,519	202	2,817
	Percent	92.8%	41.9%	58.1%	7.2%	100.0%
Glenside/Lakeside	Number	1,998	1,473	525	133	2,131
	Percent	93.8%	73.7%	26.3%	6.2%	100.0%
Jackson Hill/Marquette	Number	2,464	738	1,726	204	2,668
	Percent	92.4%	30.0%	70.0%	7.6%	100.0%
McLaughlin/Angell/ Marsh Field	Number	3,017	1,315	1,702	413	3,430
	Percent	88.0%	43.6%	56.4%	12.0%	100.0%
Nelson	Number	1,820	590	1,230	244	2,064
	Percent	88.2%	32.4%	67.6%	11.8%	100.0%
Steele/Sheldon Park/ Oakview/East Muskegon	Number	2,059	1,317	742	181	2,240
	Percent	91.9%	64.0%	36.0%	8.1%	100.0%
Muskegon (PSA)	Number	14,628	7,125	7,503	1,564	16,192
	Percent	90.3%	48.7%	51.3%	9.7%	100.0%
Balance of County (SSA)	Number	54,194	44,021	10,173	4,402	58,596
	Percent	92.5%	81.2%	18.8%	7.5%	100.0%
Muskegon County	Number	68,822	51,146	17,676	5,966	74,788
	Percent	92.0%	74.3%	25.7%	8.0%	100.0%
Michigan	Number	4,055,460	2,895,751	1,159,709	533,313	4,588,773
	Percent	88.4%	71.4%	28.6%	11.6%	100.0%

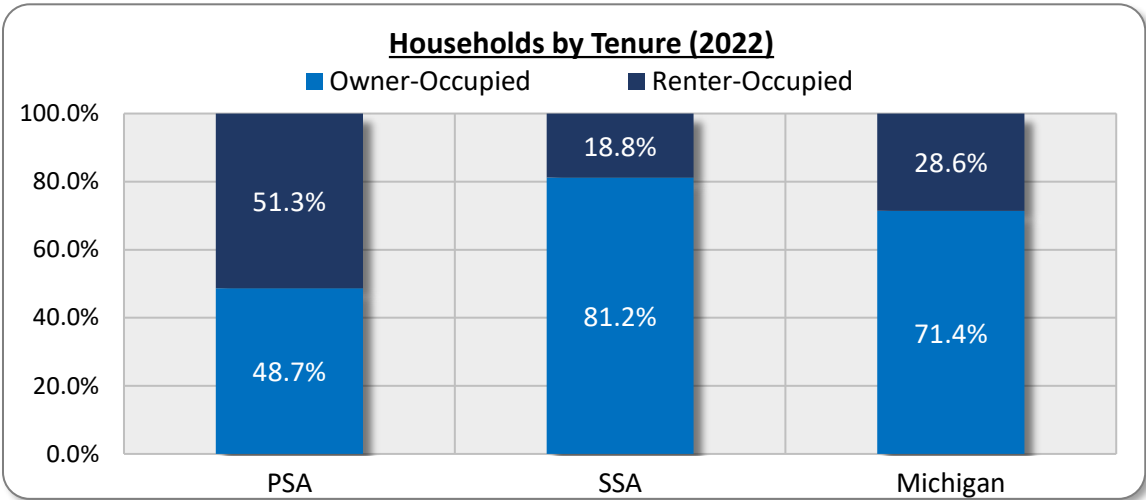
Source: 2020 Census; ESRI; Urban Decision Group; Bowen National Research

In total, there are an estimated 16,192 housing units within the PSA (Muskegon) in 2022. Based on ESRI estimates and 2020 Census data, of the 14,628 total *occupied* housing units in the PSA, 48.7% are owner occupied, while the remaining 51.3% are renter occupied. As such, the PSA has a considerably higher share of renter-occupied housing units when compared to the surrounding SSA (18.8%) and state (28.6%). Approximately 9.7% of the housing units within the PSA are classified as vacant, which is comparable to

the SSA (7.5%) and state (11.6%). Vacant units are comprised of a variety of units including abandoned properties, rentals, for-sale, and seasonal housing units.

Within the individual submarkets, the submarket with the highest share of owner-occupied units is the Beachwood-Bluffton Submarket, in which 91.0% of units are occupied by homeowners. The Jackson Hill/Marquette Submarket has the highest share of renter-occupied units, with 70.0% of units occupied by renters. The Beachwood-Bluffton Submarket has the highest share (22.2%) of vacant units, which is greatly influenced by the short-term housing market, as evidenced by the fact that over 80% of all vacant units in this submarket are classified as “Seasonal or Recreational” housing. Other submarkets with double-digit vacancy rates are the McLaughlin/Angell/Marsh Field Submarket (12.0%) and the Nelson Submarket (11.8%). These submarkets are also influenced by “Seasonal or Recreational” housing, as 83.9% of the units in the McLaughlin/Angell/Marsh Field Submarket and 50.5% of the vacant units in the Nelson Submarket are “Seasonal or Recreational” housing. These short-term housing alternatives limit the inventory available to more permanent residents. This topic is addressed further later in this section.

The following graph compares occupied units by tenure for the various study areas.



The following table compares key housing age and conditions of each study area and the state based on 2016-2020 American Community Survey (ACS) data. Housing units built over 50 years ago (pre-1970), overcrowded housing (1.01+ persons per room), or housing that lacks complete indoor kitchens or bathroom plumbing are illustrated for each study area by tenure. It is important to note that some occupied housing units may have more than one housing issue.

	Housing Age and Conditions											
	Pre-1970 Product				Overcrowded				Incomplete Plumbing or Kitchen			
	Renter		Owner		Renter		Owner		Renter		Owner	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Beachwood-Bluffton	16	57.1%	348	67.1%	0	0.0%	0	0.0%	0	0.0%	8	1.6%
Campbell Field/Nims	684	58.1%	970	85.3%	37	3.1%	26	2.3%	66	5.6%	16	1.4%
Glenside/Lakeside	460	73.3%	1,091	89.4%	11	1.8%	0	0.0%	0	0.0%	6	0.5%
Jackson Hill/Marquette	529	34.6%	387	50.0%	8	0.5%	0	0.0%	0	0.0%	0	0.0%
McLaughlin/Angell/Marsh Field	1,134	74.4%	1,236	93.0%	15	1.0%	37	2.8%	32	2.1%	0	0.0%
Nelson	711	67.7%	525	86.5%	45	4.3%	10	1.6%	21	2.0%	0	0.0%
Steele/Sheldon Park/Oakview/East Muskegon	702	88.3%	1,108	92.1%	35	4.4%	0	0.0%	44	5.6%	7	0.6%
Muskegon (PSA)	4,235	62.9%	5,665	83.4%	151	2.2%	73	1.1%	163	2.4%	37	0.6%
Balance of County (SSA)	4,251	47.4%	19,377	44.4%	419	4.7%	565	1.3%	322	3.6%	195	0.4%
Muskegon County	8,486	54.0%	25,042	49.7%	570	3.6%	638	1.3%	485	3.1%	232	0.4%
Michigan	526,133	46.8%	1,373,485	48.1%	32,741	2.9%	31,181	1.1%	24,337	2.1%	16,771	0.6%

Source: American Community Survey (2016-2020); ESRI; Urban Decision Group; Bowen National Research

In the PSA (Muskegon), nearly two-thirds (62.9%) of the renter-occupied housing units and over four-fifths (83.4%) of owner-occupied housing units were built prior to 1970. As such, the housing stock in the PSA appears to be considerably older than the SSA (Balance of County), where only 47.4% of the renter-occupied housing units and 44.4% of the owner-occupied units were built prior to 1970. While the shares of renter households (2.2%) and owner households (1.1%) in the PSA that experience overcrowding are similar to the corresponding shares in the state (2.9% and 1.1%, respectively), the share of overcrowded renter households in the surrounding SSA (4.7%) is much higher than the share in the state (2.9%). While the shares of renter-occupied units (2.4%) and owner-occupied units (0.6%) in the PSA with incomplete plumbing or kitchens are similar to the state's shares, the share of *renter*-occupied units (3.6%) in the surrounding SSA with this housing condition is higher than that in the PSA (2.4%) and state (2.1%). The largest number of substandard housing units are within the Campbell Field/Nims submarket, representing over one-third of all substandard housing in the PSA.

Overall, the housing inventory in the PSA, regardless of tenure, is comparably older than the surrounding SSA and state. In addition, it appears that *renter* households in the PSA are more likely to be affected by housing deficiencies compared to homeowners. Regardless, the PSA (Muskegon) has more than 400 households living in overcrowded units and/or units that lack complete plumbing or kitchen facilities.

The following table compares key household income, housing cost, and housing affordability metrics of each study area and the state. It should be noted that cost burdened households pay over 30% of income toward housing costs, while severe cost burdened households pay over 50% of income toward housing.

	Household Income, Housing Costs and Affordability						
	Median Household Income	Estimated Median Home Value	Average Gross Rent	Share of Cost Burdened Households*		Share of Severe Cost Burdened Households**	
				Renter	Owner	Renter	Owner
Beachwood-Bluffton	\$75,000	\$245, 192	\$509	7.1%	25.2%	7.1%	6.7%
Campbell Field/ Nims	\$39,802	\$91,623	\$870	54.3%	18.8%	29.0%	7.3%
Glenside/Lakeside	\$51,935	\$111,318	\$888	32.8%	26.2%	18.0%	8.4%
Jackson Hill/ Marquette	\$31,077	\$95,161	\$667	40.5%	19.9%	15.7%	5.2%
McLaughlin/Angell/ Marsh Field	\$26,669	\$40,288	\$690	51.0%	24.2%	31.9%	5.0%
Nelson	\$25,858	\$138,318	\$687	67.0%	26.8%	28.6%	16.2%
Steele/Sheldon Park/ Oakview/ East Muskegon	\$39,448	\$72,638	\$890	36.1%	6.2%	23.2%	2.7%
Muskegon (PSA)	\$35,671	\$91,085	\$756	48.1%	20.2%	24.8%	6.7%
Balance of County (SSA)	\$60,667	\$170,568	\$841	40.2%	17.4%	16.1%	6.2%
Muskegon County	\$55,010	\$160,847	\$804	43.6%	17.8%	19.8%	6.3%
Michigan	\$65,507	\$204,371	\$968	44.9%	18.8%	23.1%	7.4%

Source: American Community Survey (2016-2020); ESRI

*Paying more than 30% of income toward housing costs

**Paying more than 50% of income toward housing costs

The median household income of \$35,671 within the PSA (Muskegon) is less than the median household incomes for both the SSA (\$60,667) and state (\$65,507). The estimated median home value in the PSA of \$91,085 is substantially lower than the SSA's (\$170,568) and state's (\$204,371) estimated median home values. The average gross rent in the PSA (\$756) is lower than both the SSA (\$841) and state (\$968) average gross rents. Despite the lower gross rents and housing values in the PSA, the PSA has higher shares of housing cost burdened households among its renter households (48.1%) and owner households (20.2%) than the surrounding SSA and state. Overall, the PSA has an estimated 3,233 renter households and 1,374 owner households that are housing cost burdened. With an estimated total of 4,607 cost burdened households in the city of Muskegon, of which 2,124 are severe cost burdened, affordable housing alternatives should be part of future housing solutions.

B. HOUSING SUPPLY ANALYSIS (BOWEN NATIONAL SURVEY)

1. Multifamily Rental Housing

Between October of 2022 and January of 2023, Bowen National Research surveyed (both by telephone and in-person) numerous multifamily rental housing projects within the city of Muskegon and all of Muskegon County. While these rentals do not represent all multifamily rental housing projects in the market, they provide significant insight as to the market conditions of commonly offered multifamily rental product. We believe this survey represents a good base from which characteristics and trends of multifamily rental housing can be evaluated and from which conclusions can be drawn.

Projects identified, inventoried, and surveyed operate under a number of affordable housing programs including the Low-Income Housing Tax Credit (LIHTC), HUD Sections 8 and 202 and Public Housing programs, as well as market-rate. Definitions of each housing program are included in Addendum G: Glossary.

Managers and leasing agents at each project were surveyed to collect a variety of property information including vacancies, rental rates, design characteristics, amenities, utility responsibility, and other features. Each project was also rated based on quality and upkeep. Each surveyed property was photographed and mapped as part of this survey. Data collected during our survey is presented in aggregate format for the various study areas.

We identified and personally surveyed 51 multifamily apartment properties containing a total of 5,813 units within Muskegon County. Of these projects, 22 were in the PSA (Muskegon) with an overall total of 2,710 units. The remaining 29 surveyed projects in the surrounding SSA (Balance of Muskegon County) were used to provide a base of comparison. The survey was conducted to establish the overall strength of the local rental market and to identify potential housing needs in the subject market. The surveyed rentals within the PSA have a combined occupancy rate of 98.9%, an extremely high rate for multifamily rental housing. Typically, healthy, well-balanced markets have rental housing occupancy rates generally between 94% and 96%. As such, the PSA's multifamily rental market is operating at an exceedingly high occupancy level with very limited availability. Compounding the market's rental challenges is the fact that the surrounding SSA (Balance of Muskegon County) is operating at an even higher occupancy rate of 99.2%. As such, vacancies in the overall county are very limited. It should be noted that this survey only includes physical vacancies (vacant units ready for immediate occupancy) as opposed to economic vacancies (vacant units not immediately available for rent).

The following table summarizes the surveyed multifamily rental supply.

Multifamily Supply by Product Type				
Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
PSA (Muskegon)				
Market-Rate	9	1,453	25	98.3%
Market-Rate/Tax Credit	4	356	5	98.6%
Market-Rate/Government-Subsidized	1	124	0	100.0%
Tax Credit	3	151	0	100.0%
Government-Subsidized	5	626	0	100.0%
Total	22	2,710	30	98.9%
SSA (Balance of County)				
Market-Rate	15	2,081	25	98.8%
Market-Rate/Government-Subsidized	1	172	0	100.0%
Tax Credit	2	184	0	100.0%
Tax Credit/Government-Subsidized	3	129	0	100.0%
Market-Rate/Tax Credit/Government-Subsidized	1	84	0	100.0%
Government-Subsidized	7	453	0	100.0%
Total	29	3,103	25	99.2%

Overall, demand for multifamily rental housing in the PSA is very strong, as there does not appear to be many vacancies, regardless of the program type (e.g., market-rate, Tax Credit, government subsidized or some combination of these program types). All 30 vacancies in the PSA are among unrestricted market-rate units. All Tax Credit and government-subsidized units are occupied. As illustrated in the preceding table, the distribution of vacancies in the surrounding SSA mirror the PSA, as all 25 vacancies are among market-rate units. Despite these vacancies, the market-rate inventory in both the PSA and SSA are operating at very high occupancy levels. Therefore, demand for rental housing is strong even among non-assisted housing. Based on this survey of rental housing, there does not appear to be any weakness or softness among multifamily rentals in the county. As such, there appears to be a development opportunity for a variety of rental products, particularly for affordable rentals.

The following table summarizes the surveyed multifamily rental housing for each of the study areas, including the seven submarkets in the PSA (Muskegon).

Overall Market Performance by Area									
Data Set	Beachwood- Bluffton	Campbell Field/Nims	Glenside/ Lakeside	Jackson Hill/ Marquette	McLaughlin/ Angell/ Marsh Field	Nelson	Steele/Sheldon Park/Oakview/ East Muskegon	Muskegon (PSA)	Balance of County (SSA)
Projects	-	6	-	8	2	5	1	22	29
Total Units	-	598	-	1,537	360	155	60	2,710	3,103
Vacant Units	-	5	-	19	0	6	0	30	25
Occupancy Rate	-	99.2%	-	98.8%	100.0%	96.1%	100.0%	98.9%	99.2%

As previously stated, healthy, well-balanced rental housing markets have occupancy levels generally between 94% and 96%. Typically, a market occupancy level over 97% is an indication of a possible housing shortage, which can lead to housing problems such as unusually rapid rent increases, people forced to live in substandard housing, households living in rent overburdened situations, and residents leaving the area to seek housing elsewhere. Conversely, occupancy rates below 94% may indicate some softness or weakness in a market, which may be the result of a saturated or overbuilt market, or one that is going through a decline due to economic downturns and corresponding demographic declines.

With an overall occupancy rate of 98.9%, the PSA (Muskegon) multifamily rental housing market appears to have an insufficient number of vacancies. This overall occupancy rate is slightly lower than the 99.2% occupancy rate in the SSA (Balance of County). Two of the seven submarkets are operating at 100% occupancy levels and a third submarket (Campbell Field/Nims) is operating at a 99.2% occupancy level. The lowest occupancy rate of 96.1% in the Nelson Submarket is still considered high and reflective of a market lacking sufficient rental housing. With only 30 vacant units identified among the 2,710 apartment units included in the survey, the PSA has a very small base of potential rental alternatives from which prospective renters can choose.

The following table illustrates the distribution of units and occupancy levels by the *different housing programs* in each study area. It should be noted that the total number of projects shown in this table does not match the totals from other portions of this section, as some projects operate under multiple program types and were counted multiple times in the table below.

Overall Market Performance by Program Type by Area									
Data Set	Beachwood Bluffton	Campbell Field/Nims	Glenside/Lakeside	Jackson Hill/Marquette	McLaughlin/Angell/Marsh Field	Nelson	Steele/Sheldon Park/Oakview/East Muskegon	Muskegon (PSA)	Balance of County (SSA)
Market-Rate									
Projects	-	3	-	6	-	4	1	14	17
Total Units	-	304	-	1,298	-	59	30	1,691	2,113
Vacant Units	-	5	-	19	-	6	0	30	25
Occupancy Rate	-	98.4%	-	98.5%	-	89.8%	100.0%	98.2%	98.8%
Tax Credit (Non-Subsidized)									
Projects	-	3	-	1	-	2	1	7	6
Total Units	-	208	-	53*	-	96	30	334	272
Vacant Units	-	0	-	-	-	0	0	0	0
Occupancy Rate	-	100.0%	-	-	-	100.0%	100.0%	100.0%	100.0%
Government Subsidized									
Projects	-	2	-	2	2	-	-	6	12
Total Units	-	86	-	239	360	-	-	685	718
Vacant Units	-	0	-	0	0	-	-	0	0
Occupancy Rate	-	100.0%	-	100.0%	100.0%	-	-	100.0%	100.0%

*Units under construction (not included in total)

With only one exception, the occupancy levels by program type by submarket are extremely high, operating at occupancy rates of 98.4% or higher. The lone exception is within the Nelson Submarket, among its market-rate supply which is operating at an 89.8% occupancy rate. This is the result of just six vacant units among the 59 market-rate units in this submarket. Regardless of submarket, all affordable rental options operating under Tax Credit or government-subsidized programs are occupied. This is also true for the surrounding SSA (Balance of Muskegon County).

The following table summarizes the number of properties that maintain wait lists, and the length of their wait lists, within each of the PSA's established submarkets. Note that some wait lists may be representative of people on multiple wait lists.

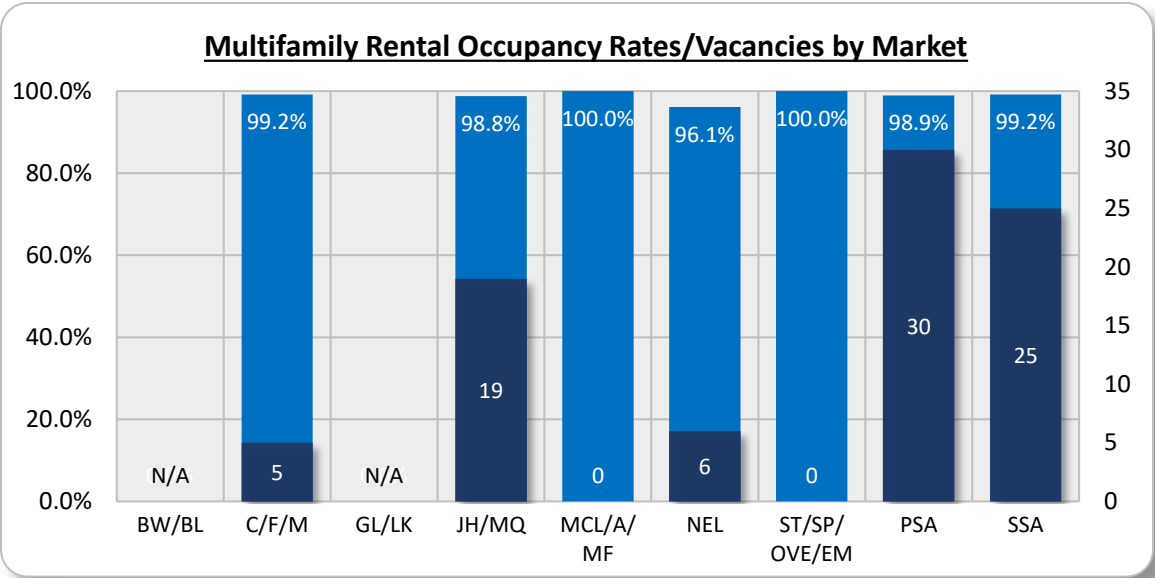
	Property Wait List Information by Property Type				
	MRR	GSS	TAX	MRT	MRG
Beachwood-Bluffton					
No Properties Surveyed					
Campbell Field/Nims					
Properties w/ Wait List	1	1	1	2	-
Total Properties	1	2	1	2	-
Share of Properties	100.0%	50.0%	100.0%	100.0%	-
# Households	-	23	-	30	-
# Months	2-3	-	6	6-12	-
Glenside/Lakeside					
No Properties Surveyed					
Jackson Hill/Marquette					
Properties w/ Wait List	2	1	U/C	-	1
Total Properties	5	1	1	-	1
Share of Properties	40.0%	100.0%	-	-	100.0%
# Households	3	-	-	-	-
# Months	2-6	6	-	-	6
McLaughlin/Angell/Marsh Field					
Properties w/ Wait List	-	2	-	-	-
Total Properties	-	2	-	-	-
Share of Properties	-	100.0%	-	-	-
# Households	-	55	-	-	-
# Months	-	1	-	-	-
Nelson					
Properties w/ Wait List	1	-	1	0	-
Total Properties	3	-	1	1	-
Share of Properties	33.3%	-	100.0%	-	-
# Households	12	-	-	-	-
# Months	-	-	6	-	-
Steele/Sheldon Park/Oakview/East Muskegon					
Properties w/ Wait List	-	-	-	1	-
Total Properties	-	-	-	1	-
Share of Properties	-	-	-	100.0%	-
# Households	-	-	-	75	-
# Months	-	-	-	-	-

MRR (market-rate), GSS (subsidized), TAX (Tax Credit), MRT=MRR+TAX, MRG=MRR+GSS
U/C – Property is Under Construction and not yet leasing.

Of the 22 properties surveyed within the PSA, 14 (63.6%) maintain wait lists. The wait lists exist among all housing program types, with wait lists maintained at four of the nine projects operating exclusively as market-rate product, four of five projects operating exclusively under a government-subsidized program, and two of three operating exclusively under the Tax Credit program. The greatest number of households on wait lists appear to be among the mixed-income market-rate and Tax Credit supply (denoted as MRT) with 105 households waiting for a unit and among the government-

subsidized supply (denoted as GSS) with a total of 78 households on a wait list. Many other product types reported their wait lists in terms of the number of months people have to wait for a unit, most of which ranges from six to twelve months in duration. Regardless, the relatively large shares of properties with wait lists and the length or duration of such lists indicate a very strong level of pent-up demand for rental housing in the PSA.

The following graph illustrates the occupancy rates and total vacancies by the seven submarkets, the PSA, and the SSA.



The remainder of the multifamily apartment analysis is broken out by product type (e.g., market-rate, Tax Credit, and government subsidized) for the PSA (Muskegon) versus the SSA (Balance of County) on the following pages.

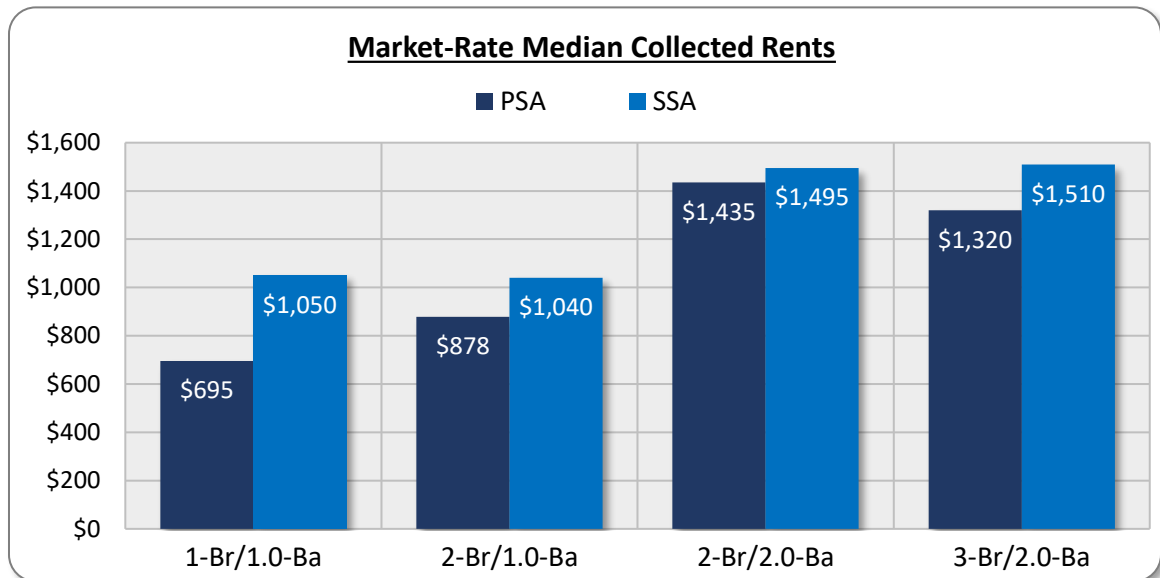
Market-Rate Housing

A total of 14 multifamily projects with at least some market-rate units were surveyed in the PSA. Overall, these properties contain 1,691 market-rate units. The following table summarizes the units by bedroom/bathroom type.

Market-Rate Multifamily Rentals by Bedroom/Bathroom						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Collected Rent
PSA (Muskegon)						
Studio	1.0	16	0.9%	1	6.3%	\$828
One-Bedroom	1.0	785	46.4%	9	1.1%	\$695
One-Bedroom	1.5	3	0.2%	2	66.7%	\$1,625
Two-Bedroom	1.0	566	33.5%	10	1.8%	\$878
Two-Bedroom	1.5	42	2.5%	0	0.0%	\$975
Two-Bedroom	2.0	129	7.6%	4	3.1%	\$1,435
Three-Bedroom	1.0	24	1.4%	2	8.3%	\$1,175
Three-Bedroom	1.5	53	3.1%	0	0.0%	\$1,066
Three-Bedroom	2.0	55	3.3%	0	0.0%	\$1,320
Four-Bedroom	1.5	18	1.1%	2	11.1%	\$1,300
Total Market-Rate		1,691	100.0%	30	1.8%	-
SSA (Balance of County)						
Studio	1.0	118	5.6%	3	2.5%	\$800
One-Bedroom	1.0	660	31.2%	6	0.9%	\$1,050
Two-Bedroom	1.0	452	21.4%	2	0.4%	\$1,040
Two-Bedroom	1.5	126	6.0%	1	0.8%	\$1,281
Two-Bedroom	2.0	570	27.0%	7	1.2%	\$1,495
Three-Bedroom	1.0	3	0.1%	0	0.0%	\$1,295
Three-Bedroom	1.5	58	2.7%	1	1.7%	\$1,300
Three-Bedroom	2.0	126	6.0%	5	4.0%	\$1,510
Total Market-Rate		2,113	100.0%	25	1.2%	-

The market-rate units in the PSA (Muskegon) are 98.2% occupied and such units in the surrounding SSA (Balance of County) are 98.8% occupied, which are very high occupancy rates for market-rate rentals. PSA vacancy rates by bedroom and bathroom type are low among most unit types, particularly among the most common bedroom types including one-bedroom/one-bathroom units (1.1% vacant), two-bedroom/one-bathroom units (1.8% vacant) and two-bedroom/two-bathroom units (3.1% vacant). Median collected rents for these same common unit types are \$695 for a one-bedroom/one-bathroom unit, \$878 for a two-bedroom/one-bathroom unit, and \$1,435 for a two-bedroom/two-bathroom unit. It is worth pointing out that the rent premium for the two-bedroom/two-bathroom units appears to be attributed to the fact that many of these particular units are more modern or recently remodeled and often offer heavily amenitized product. While a majority of market-rate rentals in the PSA have rents of \$878 and higher and would require a minimum annual household income of \$35,000, approximately 4,700 renter households representing nearly 70% of the renters in the market would not be able to afford the typical rent in this market.

The following graph illustrates median market-rate rents among common bedroom types offered in the PSA and SSA.



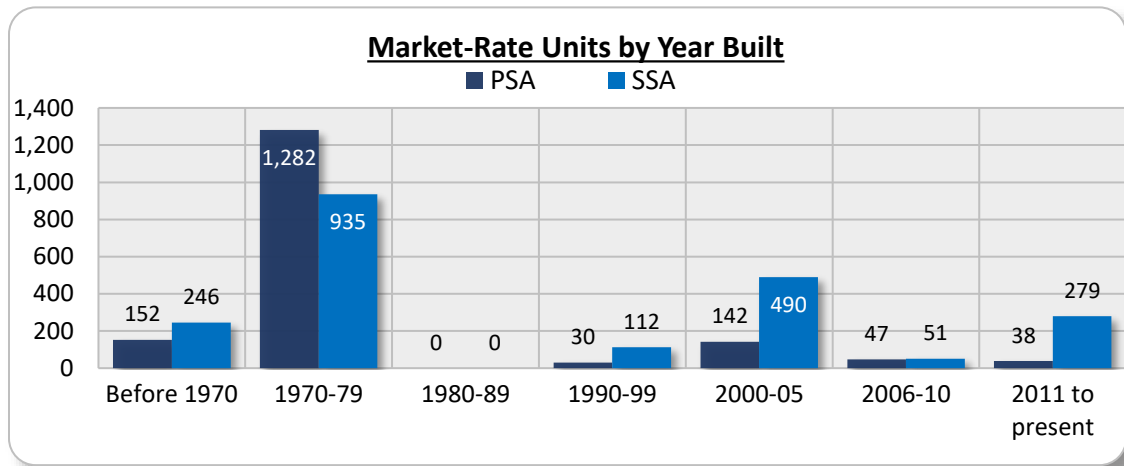
The following is a distribution of market-rate product surveyed by year built for the PSA and SSA:

Market-Rate Apartments by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1970	2	152	2.6%	3	246	1.2%
1970 to 1979	5	1,282	1.2%	5	935	0.7%
1980 to 1989	0	0	0.0%	0	0	0.0%
1990 to 1999	1	30	0.0%	1	112	0.0%
2000 to 2005	2	142	3.5%	4	490	2.9%
2006 to 2010	2	47	0.0%	1	51	0.0%
2011 to 2022*	2	38	13.2%	3	279	0.4%

*As of December

Most of the surveyed market-rate product in the PSA was built between 1970 and 1979, with the 1,282 units developed during this time representing 75.8% of the surveyed market-rate product. The vacancy rate of market-rate product by development period in the PSA is low among all periods except for the product built since 2011. Within the product built since 2011, there are only five vacant units resulting in the higher than typical vacancy rate. As a result, vacancies are low regardless of the age of product in the PSA.

The distribution of surveyed market-rate units in the PSA and SSA by development period is shown in the following graph.



*As of December

Representatives of Bowen National Research personally visited the surveyed rental projects within the overall county and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the surveyed market-rate supply by quality rating.

Market-Rate Multifamily Rental Housing by Quality Level								
Quality Rating	Projects	Total Units	Vacancy Rate	Studio	One-Br.	Two-Br.	Three-Br.	Four+-Br.
Market-Rate Properties				Median Collected Rent				
PSA (Muskegon)								
A	3	170	4.7%	\$1,020	\$1,530	\$1,605	\$1,750	-
B+	1	20	5.0%	\$750	\$900	\$1,000	-	-
B	6	921	0.5%	-	\$695	\$878	\$1,300	-
B-	4	580	2.8%	-	\$750	\$915	\$1,040	\$1,300
SSA (Balance of County)								
A	1	217	0.0%	-	\$1,495	\$1,675	-	-
B+	3	150	4.0%	-	\$1,350	\$1,262	\$1,387	-
B	7	1,119	1.3%	-	\$1,120	\$1,281	\$1,510	-
B-	4	519	0.4%	\$650	\$835	\$950	\$1,400	-
C+	2	108	2.8%	\$800	\$750	\$1,050	\$1,295	-

The vast majority (90.0%) of the surveyed market-rate supply in the PSA consists of product in the "B" range of quality levels, with the remaining product consisting of "A" quality product. Vacancies are generally low among all quality levels. Interestingly, the lowest quality projects with "B" or "B-" ratings have the lowest vacancy rates of 0.5% and 2.8%, respectively. As a result, it is clear that lower quality product is still in high

demand. It is worth pointing out that there is a clear rent premium being achieved among higher-end quality product. This demonstrates that better quality product can achieve a rent premium and still operate at a high level of demand.

Tax Credit Housing

Tax Credit housing is developed under the Low-Income Housing Tax Credit (LIHTC) program. Typically, these projects serve households with incomes of up to 60% of Area Median Household Income (AMHI), though legislation in 2017 now allows for some units to target households with incomes of up to 80% of AMHI. A total of seven surveyed multifamily projects in the PSA (Muskegon) offer a total of 334 Low-Income Housing Tax Credit (LIHTC or Tax Credit) units. Some of the supply operates as mixed-income properties with market-rate units. It is worth noting that approximately one-third of the surveyed LIHTC units are age-restricted to households ages 55 and older. This share is generally in line with the local household base by age cohort. This section focuses only on the non-subsidized Tax Credit units, while the Tax Credit units operating with concurrent subsidies are discussed in the government-subsidized section of this report (starting on page VI-18).

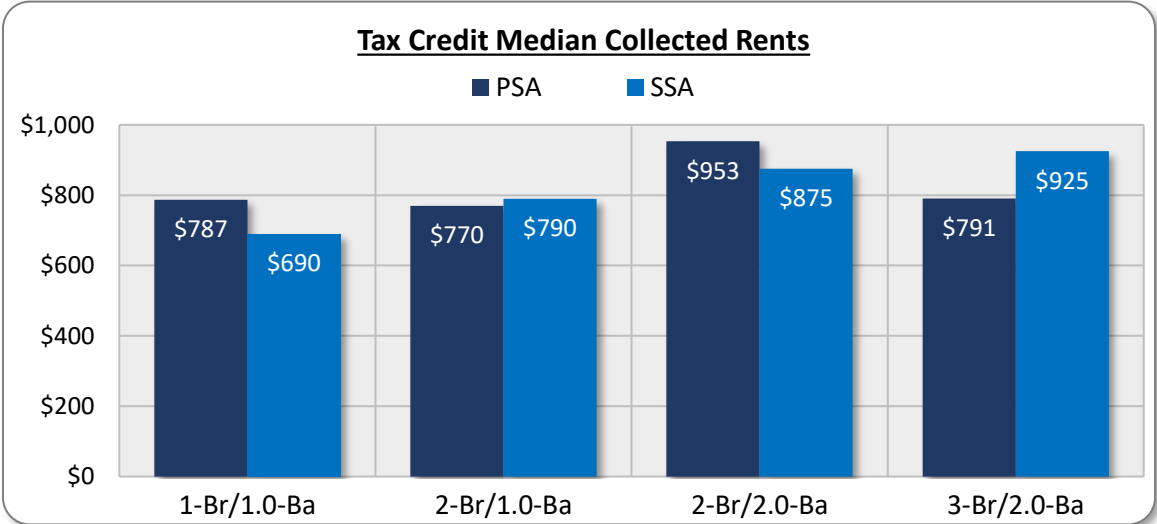
The following table summarizes the non-subsidized Tax Credit units surveyed by bedroom/bathroom type within the PSA and SSA.

Tax Credit (Non-Subsidized) Multifamily Rentals by Bedroom/Bathroom						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Collected Rent
PSA (Muskegon)						
One-Bedroom	1.0	142	42.5%	0	0.0%	\$787
Two-Bedroom	1.0	20	6.0%	0	0.0%	\$770
Two-Bedroom	1.5	42	12.6%	0	0.0%	\$708
Two-Bedroom	2.0	74	22.2%	0	0.0%	\$953
Three-Bedroom	2.0	56	16.8%	0	0.0%	\$791
Total Tax Credit		334	100.0%	0	0.0%	-
SSA (Balance of County)						
One-Bedroom	1.0	118	43.4%	0	0.0%	\$690
Two-Bedroom	1.0	49	18.0%	0	0.0%	\$790
Two-Bedroom	2.0	40	14.7%	0	0.0%	\$875
Two-Bedroom	2.5	40	14.7%	0	0.0%	\$875
Three-Bedroom	2.0	10	3.7%	0	0.0%	\$925
Three-Bedroom	2.5	15	5.5%	0	0.0%	\$925
Total Tax Credit		272	100.0%	0	0.0%	-

The non-subsidized Tax Credit units are 100.0% occupied within the PSA, as are the Tax Credit units in the SSA, which is evidence of the local market's strong demand for affordable rental housing. Five of the seven Tax Credit projects maintain a wait list, with over 100 combined households on wait lists.

The 334 Tax Credit units in the PSA consist of a broad mix of unit types. While the largest share (42.5%) of units consists of one-bedroom units, a notable share (40.8%) consists of two-bedroom units and 16.8% consists of three-bedroom units. The distribution of Tax Credit units by bedroom type in the PSA is similar to other well-balanced markets. Within the PSA, the LIHTC units have median rents ranging from \$708 to no more than \$953, which are generally higher than most of the median rents of corresponding bedroom/bathroom units in the SSA. Regardless, the median rents of the Tax Credit supply in both the PSA and SSA are well below the median rents of the market-rate multifamily supply. As such, Tax Credit housing is a value in the market, which is likely contributing to its strong level of demand.

The following graph illustrates median Tax Credit rents among common bedroom types offered in the PSA and SSA.



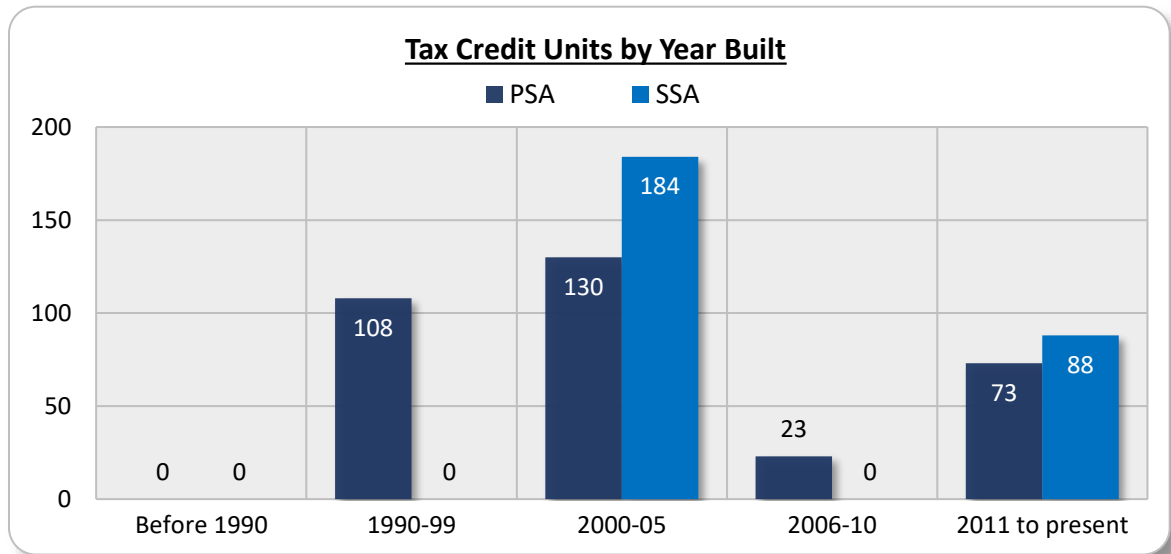
The following is a distribution of Tax Credit product surveyed by year built for the PSA and SSA (Note: The Tax Credit program started in 1986):

Tax Credit (Non-Subsidized) Apartments by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1990	0	0	0.0%	0	0	0.0%
1990 to 1999	2	108	0.0%	0	0	0.0%
2000 to 2005	2	130	0.0%	2	184	0.0%
2006 to 2010	1	23	0.0%	0	0	0.0%
2011 to 2022*	2	73	0.0%	2	88	0.0%

*As of December

Most of the surveyed Tax Credit product in the PSA was built between 1990 and 2005, with nearly three-quarters (71.3%) of all product developed during this time. Only 73 Tax Credit units were built in the PSA since 2011, though an additional 53 units are under construction and are expected to open in 2023.

The distribution of Tax Credit units in the PSA and SSA by year built is shown in the following graph:



*Through December

Representatives of Bowen National Research personally visited the surveyed rental projects within the market and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the Tax Credit properties by quality rating.

Tax Credit (Non-Subsidized) by Quality Rating			
Quality Rating	Projects	Total Units	Vacancy Rate
PSA (Muskegon)			
B+	2	73	0.0%
B	4	231	0.0%
B-	1	30	0.0%
SSA (Balance of County)			
B+	1	62	0.0%
B	3	210	0.0%

All of the surveyed Tax Credit projects have a quality rating of B- or better, with most product rated a "B." Regardless of the quality of housing, all Tax Credit product is operating at full occupancy. This demonstrates the level of need for affordable housing alternatives in the market.

Government-Subsidized Housing

There was a total of six projects surveyed within PSA that offer at least some units that operate with a government subsidy. Government-subsidized housing typically requires residents to pay 30% of their adjusted gross income toward rent and generally qualifies households with incomes of up to 50% of Area Median Household Income (AMHI). The six projects with a subsidy include 685 units.

The government-subsidized units surveyed within the PSA and SSA are summarized as follows.

Subsidized by Bedroom/Bathroom					
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant
PSA (Muskegon)					
Government-Subsidized					
One-Bedroom	1.0	625	91.2%	0	0.0%
Two-Bedroom	1.0	53	7.7%	0	0.0%
Two-Bedroom	1.5	7	1.0%	0	0.0%
Total Subsidized		685	100.0%	0	0.0%
SSA (Balance of County)					
Subsidized Tax Credit					
One-Bedroom	1.0	58	61.7%	0	0.0%
Two-Bedroom	1.0	32	34.0%	0	0.0%
Three-Bedroom	1.0	4	4.3%	0	0.0%
Total Subsidized Tax Credit		94	100.0%	0	0.0%
Government-Subsidized					
Studio	1.0	42	6.7%	0	0.0%
One-Bedroom	1.0	311	49.8%	0	0.0%
Two-Bedroom	1.0	205	32.9%	0	0.0%
Three-Bedroom	1.0	25	4.0%	0	0.0%
Three-Bedroom	1.5	34	5.4%	0	0.0%
Four-Bedroom	1.0	7	1.1%	0	0.0%
Total Subsidized		624	100.0%	0	0.0%

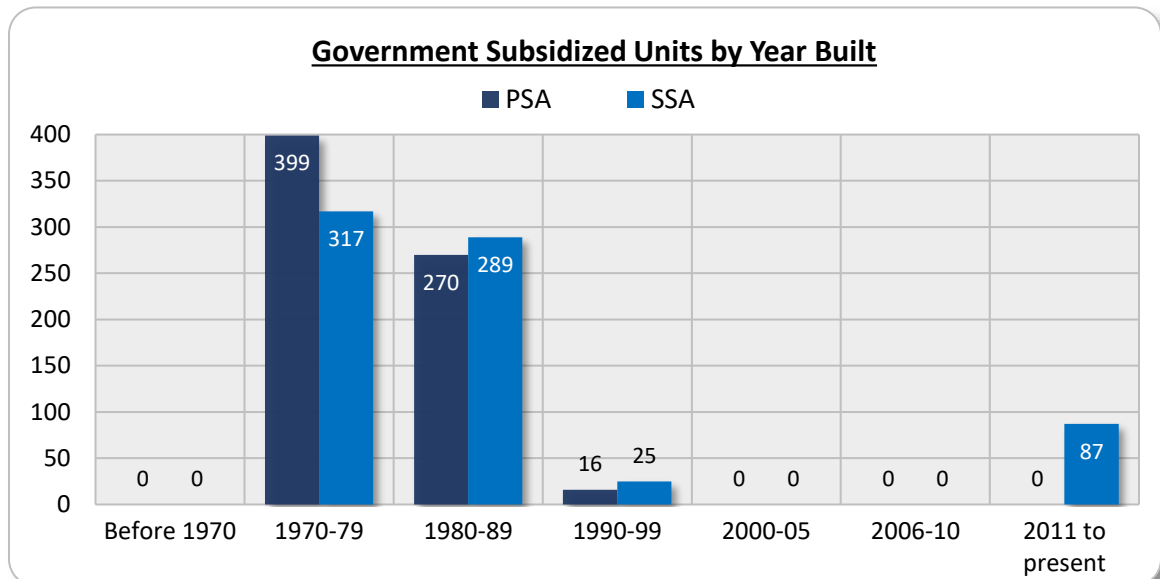
In the PSA, the subsidized Tax Credit units are 100.0% occupied. Given that most subsidized projects have long wait lists, very low-income renter households (making 50% or less of Area Median Household Income) have limited options available and likely must choose from either the non-subsidized multifamily housing options or non-conventional housing options, such as single-family homes and duplexes, or even mobile homes. Based on this analysis, it is clear that there is pent-up demand for subsidized housing in the county.

The following is a distribution of government-subsidized product surveyed by year built for the PSA and SSA:

Government-Subsidized by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1970	0	0	0.0%	0	0	0.0%
1970 to 1979	3	399	0.0%	3	317	0.0%
1980 to 1989	2	270	0.0%	5	289	0.0%
1990 to 1999	1	16	0.0%	1	25	0.0%
2000 to 2005	0	0	0.0%	0	0	0.0%
2006 to 2010	0	0	0.0%	0	0	0.0%
2011 to 2022*	0	0	0.0%	3	87	0.0%

*As of December

The development of government-subsidized product in the PSA primarily occurred prior to 1990, with virtually all (over 97%) of the units built during this time. Of the surveyed properties, no subsidized units have been added to the market over the past twenty years.



*As of December

Representatives of Bowen National Research personally visited the surveyed rental projects within the county and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the subsidized housing supply by quality rating.

Government-Subsidized by Quality Ratings						
Quality Rating	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
B+	-	-	-	1	15	0.0%
B	1	59	0.0%	5	223	0.0%
B-	2	250	0.0%	2	189	0.0%
C+	2	176	0.0%	4	291	0.0%
C	1	200	0.0%	-	-	-

Most of the subsidized product in the PSA is considered to have a quality rating of “B-.” However, there are a few hundred units rated “C+” or lower, indicating that lower quality product exists in the market.

We also evaluated the potential number of existing subsidized affordable housing units that are at risk of losing their affordable status. A total of 12 properties in the PSA (Muskegon) operate as subsidized projects under a current HUD contract. Because these contracts have a designated renewal date, it is important to understand if these projects are at risk of an expiring contract in the near future that could result in the reduction of affordable rental housing stock (Note: Properties with HUD contract renewal or expiration dates within five years are shown in **red**).

Expiring HUD Contracts - Muskegon, Michigan					
Property Name	Total Units	Assisted Units	Expiration Date	Program Type	Target Population
Barclay Senior Village	70	70	1/13/2035	Sec 8 NC	Senior
Bayview Tower	200	200	6/30/2033	HFDA/8 NC	Senior
Carriage House	124	59	11/30/2035	LMSA	Family
Hickory Village Apartments	180	180	2/29/2032	LMSA	Senior
Park Woods Apartments	100	100	10/31/2024	Sec 8 NC	Family & Senior
Pioneer Arbour	16	16	5/6/2031	202/8 NC	Disabled
Pioneer House-Ucpa	13	12	9/30/2022	202/8 NC	Disabled
Woodside Haven	46	45	9/30/2023	PRAC/202	Senior
Christian Manor	42	42	7/24/2033	202/8 NC	Family
Whispering Timbers	18	18	6/30/2023	PRAC/811	Disabled
Quail Meadows Apartments	120	120	9/29/2041	HFDA/8 NC	Family
Ten21 Apartments	62	11	7/31/2041	811 PRA DEMO	Family

Source: HUDUser.gov Assistance & Section 8 Contracts Database (Updated 12.30.22); Bowen National Research

While all HUD supported projects are subject to annual appropriations by the federal government, it appears that there are four projects in the city that have overall renewal dates within the past year or within the next two years and are at *potential* risk of losing their government assistance in the near future. Given the high occupancy rates and wait lists among the market’s surveyed subsidized properties, it will be important for the area’s low-income residents that the projects with pending expiring HUD contracts be preserved in order to continue to house some of the market’s most economically vulnerable residents.

According to a representative with the Muskegon Housing Commission, there are approximately 180 Housing Choice Vouchers issued within the housing authority's jurisdiction. Housing authority representatives indicated that over the past four years, between 37% and 60% of issued vouchers are returned annually due to the inability of voucher holders to find available housing or properties that would accept vouchers. The waiting list is closed, and it is unknown when the waiting list will reopen. This reflects the continuing need for affordable housing alternatives and/or Housing Choice Voucher assistance.

Maps illustrating the location of all multifamily apartments surveyed within the market are included on the following pages.

Housing Gap Estimates

The PSA has an overall housing gap of 2,924 units for rental and for-sale product at a variety of affordability levels - It is projected that the city has a five-year **rental** housing gap of 1,611 units and a **for-sale** housing gap of 1,313 units. While there are housing gaps among all affordability levels of both rental and for-sale product, the rental housing gap is distributed most heavily among the lower priced product (rents of \$1,430 or less) and the for-sale housing gap is primarily for product priced at \$190,668 or higher. Details of this analysis, including our methodology and assumptions, are included in Section VIII.

The following table summarizes the approximate potential number of new residential units that could be supported in the PSA (Muskegon) over the next five years.

PSA (Muskegon) Housing Gap Estimates (2022 to 2027) – Number of Units Needed		
Housing Segment		Number of Units
Rentals	Extremely Low-Income Rental Housing (<\$536/Month Rent)	385
	Very Low-Income Rental Housing (\$537-\$894/Month Rent)	321
	Low-Income Rental Housing (\$895-\$1,430/Month Rent)	403
	Moderate-Income Rental Housing (\$1,431-\$2,145/Month Rent)	295
	High-Income Market-Rate Rental Housing (\$2,146+/Month Rent)	207
	TOTAL UNITS	1,611
For-Sale	Entry-Level For-Sale Homes (<\$71,500 Price Point)	238
	Very Low-Income For-Sale Homes (\$71,501-\$119,167)	176
	Low-Income For-Sale Homes (\$119,168-\$190,667 Price Point)	164
	Moderate-Income For-Sale Homes (\$190,668-\$286,000 Price Point)	413
	High-Income Upscale For-Sale Housing (\$286,001+ Price Point)	322
	TOTAL UNITS	1,313

The preceding estimates are based on current government policies and incentives, recent and projected demographic trends, current and anticipated economic trends, and available and planned residential units. Numerous factors impact a market's ability to support new housing product. This is particularly true of individual housing projects or units. Certain design elements, pricing structures, target market segments (e.g., seniors, workforce, families, etc.), product quality and location all influence the actual number of units that can be supported. Demand estimates could exceed those shown in the preceding table if the community changes policies or offers incentives to encourage people to move into the market or for developers to develop new housing product.

Appendix 3

Housing TIF Financing Gap Calculation - Multifamily Rental (1700 Oak Drive, Muskegon, Michigan)

Housing TIF Financing Gap Calculation - Multifamily Rental (1700 Oak Drive, Muskegon, Michigan)														BF Plan # of Years: 28			
FORMULA	Location	Type	AMI (Based on Project Rents)	Control Rent	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years*	=	PRL GAP CAP	Per Unit
FMR	Muskegon Co.	1 Bedroom	75%	\$ 2,198.00	-	\$ 1,125.00	=	\$ 1,073.00	x	3	x	12	x	23	=	\$ 888,444.00	\$ 296,148.00
FMR	Muskegon Co.	1 Bedroom	76%	\$ 2,198.00	-	\$ 1,135.00	=	\$ 1,063.00	x	1	x	12	x	23	=	\$ 293,388.00	\$ 293,388.00
FMR	Muskegon Co.	1 Bedroom	77%	\$ 2,198.00	-	\$ 1,145.00	=	\$ 1,053.00	x	3	x	12	x	23	=	\$ 871,884.00	\$ 290,628.00
FMR	Muskegon Co.	1 Bedroom	77%	\$ 2,198.00	-	\$ 1,155.00	=	\$ 1,043.00	x	3	x	12	x	23	=	\$ 863,604.00	\$ 287,868.00
FMR	Muskegon Co.	1 Bedroom	78%	\$ 2,198.00	-	\$ 1,165.00	=	\$ 1,033.00	x	3	x	12	x	23	=	\$ 855,324.00	\$ 285,108.00
FMR	Muskegon Co.	2 Bedroom	69%	\$ 2,883.00	-	\$ 1,240.00	=	\$ 1,643.00	x	3	x	12	x	23	=	\$ 1,360,404.00	\$ 453,468.00
FMR	Muskegon Co.	2 Bedroom	70%	\$ 2,883.00	-	\$ 1,250.00	=	\$ 1,633.00	x	3	x	12	x	23	=	\$ 1,352,124.00	\$ 450,708.00
FMR	Muskegon Co.	2 Bedroom	73%	\$ 2,883.00	-	\$ 1,300.00	=	\$ 1,583.00	x	1	x	12	x	23	=	\$ 436,908.00	\$ 436,908.00
FMR	Muskegon Co.	2 Bedroom	74%	\$ 2,883.00	-	\$ 1,320.00	=	\$ 1,563.00	x	2	x	12	x	23	=	\$ 862,776.00	\$ 431,388.00
FMR	Muskegon Co.	2 Bedroom	74%	\$ 2,883.00	-	\$ 1,330.00	=	\$ 1,553.00	x	1	x	12	x	23	=	\$ 428,628.00	\$ 428,628.00
FMR	Muskegon Co.	2 Bedroom	75%	\$ 2,883.00	-	\$ 1,350.00	=	\$ 1,533.00	x	3	x	12	x	23	=	\$ 1,269,324.00	\$ 423,108.00
FMR	Muskegon Co.	3 Bedroom	72%	\$ 3,520.00	-	\$ 1,500.00	=	\$ 2,020.00	x	1	x	12	x	23	=	\$ 557,520.00	\$ 557,520.00
FMR	Muskegon Co.	3 Bedroom	73%	\$ 3,520.00	-	\$ 1,515.00	=	\$ 2,005.00	x	2	x	12	x	23	=	\$ 1,106,760.00	\$ 553,380.00
FMR	Muskegon Co.	3 Bedroom	74%	\$ 3,520.00	-	\$ 1,530.00	=	\$ 1,990.00	x	1	x	12	x	23	=	\$ 549,240.00	\$ 549,240.00
TOTAL Housing Subsidy										30						\$ 11,696,328.00	\$ 5,441,340.00
Approved BRA TIF Request																\$ 3,905,950.00	\$ 144,664.81
																\$ (7,790,378.00)	\$ (5,296,675.19)

* - The PRL GAP CAP was calculated based on 23 years of Developer reimbursement and does not include

* - The PRL GAP CAP was calculated based on 23 years of Developer reimbursement and does not include the 5 years of capture and deposit into the local brownfield revolving fund.

Appendix 4

BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on _____, 2025, between the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), and **MUSKEGON-CENTRAL PARK, LLC** a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (the "Developer").

RECITALS

- A. The Authority was created by the City of Muskegon (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City of Muskegon Board of Commissioners (the "Brownfield Plan").
- B. The Developer owns or has an agreement to purchase approximately 13.89 acres of property in the City of Muskegon at street addresses 1700 Oak Avenue, Muskegon, Muskegon County, Michigan (the "Property"), which is legally described in the attached Brownfield Plan for Muskegon-Central Park, LLC (the "Plan") attached as Exhibit A, and which is a "housing property" as defined in Act 381.
- C. The Plan was recommended for approval by the MBRA on February 11, 2025, and approved by the City of Muskegon Board of Commissioners on February 25, 2025.
- D. The Developer proposes to construct six new, 3-story multifamily buildings consisting of 144 total housing units, including 30 income qualified units at rent rates targeting households at 69-78% of Muskegon County's AMI. Each building will include 24 units comprised of one to two bedrooms ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, otherwise enhancing the economic vitality and quality of life in the County.
- E. Subject to the Michigan State Housing Development Authority ("MSHDA") approval of the Act 381 Work Plan for the Project (the "Work Plan"), with respect to the state education tax and taxes levied for school operating purposes (the "Educational Taxes"), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").
- F. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with building demolition, lead and asbestos abatement, site

- preparation, infrastructure improvements to support housing activities, development of a housing financing gap, brownfield plan and work plan preparation and development, and brownfield plan and work plan implementation, all as defined in the Brownfield Plan.
- G. The Developer is eligible for housing development activities under the Act based on Developer's commitment to reserve a portion of the Project's rental units as income restricted units for income qualified households (i.e. household incomes at or below 120% AMI (the "Annual Unit Income Restriction"). The Annual Unit Income Restriction for the Project includes a total of 30 units, for tenant households earning approximately 69-78% AMI for the Term of this Agreement.
- H. The Authority has incurred and will incur certain eligible administrative expenses associated with the Brownfield Plan (the "Administrative Costs"), for which it seeks reimbursement from Local Tax Increment Revenue ("Local TIR"), including brownfield plan and work plan implementation.
- I. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by 50% of the state education tax levy (the "SET SBRF Tax Increment Revenues") which is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").
- J. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below) and payment to Treasury of the SET SBRF Tax Increment Revenues for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund for five full years, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than 5 years after the time that capture is required to pay the Eligible Costs.
- K. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury for deposits to the SBRF, and to fund a local brownfield revolving fund pursuant to Act 381.
- L. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

Terms and Conditions

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority shall capture all available Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.
2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:
 - (a) a written statement detailing the costs;
 - (b) a written explanation as to why they are Eligible Costs;
 - (c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
 - (d) copy of occupancy permit
 - (e) copies of local required building permits, inspection reports, and any other information which may be required by the Authority or its auditors.
3. **Payments:**
 - a. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to 10% of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF. After retention of such Local Tax Increment Revenues and payment to Treasury of the SET SBRF Tax Increment Revenues, Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however*, if Developer has not paid any

applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after the 23 year Developer reimbursement period. The amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Property will be limited to the Eligible Costs of eligible activities approved by MSHDA. Tax Increment Revenues shall be distributed according to the Cost Table included as Exhibit B.

- b. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within 30 days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer or to December 31, 2048, whichever occurs first.
- c. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to the County, City, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the

Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

4. **Reporting:**

a. **Income and Rent Documentation and Reporting:**

- i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.
- ii. Prospective renters must verify eligibility to the Developer or their designee at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form attached as Exhibit C or as otherwise approved by MSHDA.
- iii. If after Authority's review of Developer's Annual Unit Income Restriction report, Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12 month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Development in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If Developer returns to compliance at the time of the next Annual Unit Income Restriction report, the Authority shall reimburse Developer using all available Tax Increment Revenues available to the Authority, including any amounts previously withheld. If, based on the formula outlined above, Authority has any Tax Increment Revenues withheld at the end of the Term,

Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.

iv. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:

1. Total investment and new capital investment since the prior year's report.
2. Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
3. New jobs created.
4. Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
5. Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
6. Annual Unit Income Restriction units rental rates.
7. Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
8. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Muskegon County Treasurer.

5. **Prohibition of Short-Term Rentals**

- a. During the Term of Tax Increment Revenues capture and reimbursement and in accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be consistent with the City of Muskegon zoning.

- b. The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

6. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

7. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

8. **Indemnification:** Developer agrees to indemnify and hold City of Muskegon, the City of Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any such persons.

9. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid or DATE.

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

MUSKEGON-Central Park, LLC

By: _____

Name: _____

Its: _____

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Name: _____, Chairperson

By: _____

Name: _____, Vice Chair/ Secretary

EXHIBIT A

Brownfield Plan

DRAFT

EXHIBIT B

Financial Consideration Between the Parties

DRAFT

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan
Muskegon - Central Park, LLC
1700 Oak Dr
Muskegon, Michigan
January 2025

MSHDA Eligible Activities	Cost
Building Demolition	\$ 1,417,375
<i>Building Demolition/Deconstruction</i>	\$ 820,000
<i>Backfill</i>	\$ 412,500
<i>Contingency (15%)</i>	\$ 184,875
Lead and Asbestos Abatement	\$ 621,000
<i>Abatement Including Disposal and Air Monitoring</i>	\$ 540,000
<i>Contingency (15%)</i>	\$ 81,000
Site Preparation	\$ 701,385
<i>Cut and Fill Operations</i>	\$ 80,000
<i>Geotechnical Engineering</i>	\$ 30,000
<i>Grading</i>	\$ 14,000
<i>Land Balancing</i>	\$ 35,000
<i>Relocation of Active Utilities</i>	\$ 72,000
<i>Solid Waste Disposal</i>	\$ 82,500
<i>Staking</i>	\$ 28,000
<i>Temporary Construction Access and/or Roads</i>	\$ 5,000
<i>Temporary Erosion Control</i>	\$ 15,000
<i>Temporary Facility</i>	\$ 50,000
<i>Temporary Sheet piling/Shoring</i>	\$ 125,000
<i>Temporary Site Control</i>	\$ 29,000
<i>Temporary Traffic Control</i>	\$ 6,000
<i>Soft Costs Related to Site Preparation</i>	\$ 38,400
<i>Contingency (15%)</i>	\$ 91,485
Infrastructure Improvements	\$ 2,100,590
<i>Streets, roads</i>	\$ 543,000
<i>Sidewalks</i>	\$ 77,000
<i>Lighting</i>	\$ 85,000
<i>Sanitary Sewer Mains</i>	\$ 150,000
<i>Water mains</i>	\$ 340,000
<i>Curb and Gutter</i>	\$ 6,600
<i>Sanitary sewer mains</i>	\$ 150,000
<i>Landscaping</i>	\$ 110,000
<i>Urban Storm Water Management Systems (Traditional)</i>	\$ 200,000
<i>Soft Costs Related to Infrastructure</i>	\$ 165,000
<i>Contingency (15%)</i>	\$ 273,990
Development of Housing Financing Gap	\$ 3,905,950
<i>Development of Housing Financing Gap</i>	\$ 3,905,950
MSHDA Eligible Activities Subtotal	\$ 8,746,300
Brownfield Plan/Work Plan Preparation	\$ 25,000
Brownfield Plan/Work Plan Implementation	\$ 30,000
MSHDA Eligible Activities Total Costs	\$ 8,801,300

EXHIBIT C

MSHDA Self-Certification Form

DRAFT

Appendix 2

BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on _____, 2025, between the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), and **MUSKEGON-CENTRAL PARK, LLC** a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (the "Developer").

RECITALS

- A. The Authority was created by the City of Muskegon (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City of Muskegon Board of Commissioners (the "Brownfield Plan").
- B. The Developer owns or has an agreement to purchase approximately 13.89 acres of property in the City of Muskegon at street addresses 1700 Oak Avenue, Muskegon, Muskegon County, Michigan (the "Property"), which is legally described in the attached Brownfield Plan for Muskegon-Central Park, LLC (the "Plan") attached as Exhibit A, and which is a "housing property" as defined in Act 381.
- C. The Plan was recommended for approval by the MBRA on February 11, 2025, and approved by the City of Muskegon Board of Commissioners on February 25, 2025.
- D. The Developer proposes to construct six new, 3-story multifamily buildings consisting of 144 total housing units, including 30 income qualified units at rent rates targeting households at 69-78% of Muskegon County's AMI. Each building will include 24 units comprised of one to two bedrooms ranging from 663 to 1,307 square feet of finished living space and one to three bathrooms based on the unit square footage. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, otherwise enhancing the economic vitality and quality of life in the County.
- E. Subject to the Michigan State Housing Development Authority ("MSHDA") approval of the Act 381 Work Plan for the Project (the "Work Plan"), with respect to the state education tax and taxes levied for school operating purposes (the "Educational Taxes"), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").
- F. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with building demolition, lead and asbestos abatement, site

- preparation, infrastructure improvements to support housing activities, development of a housing financing gap, brownfield plan and work plan preparation and development, and brownfield plan and work plan implementation, all as defined in the Brownfield Plan.
- G. The Developer is eligible for housing development activities under the Act based on Developer's commitment to reserve a portion of the Project's rental units as income restricted units for income qualified households (i.e. household incomes at or below 120% AMI (the "Annual Unit Income Restriction"). The Annual Unit Income Restriction for the Project includes a total of 30 units, for tenant households earning approximately 69-78% AMI for the Term of this Agreement.
- H. The Authority has incurred and will incur certain eligible administrative expenses associated with the Brownfield Plan (the "Administrative Costs"), for which it seeks reimbursement from Local Tax Increment Revenue ("Local TIR"), including brownfield plan and work plan implementation.
- I. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by 50% of the state education tax levy (the "SET SBRF Tax Increment Revenues") which is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").
- J. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below) and payment to Treasury of the SET SBRF Tax Increment Revenues for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund for five full years, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than 5 years after the time that capture is required to pay the Eligible Costs.
- K. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury for deposits to the SBRF, and to fund a local brownfield revolving fund pursuant to Act 381.
- L. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

Terms and Conditions

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority shall capture all available Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.
2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:
 - (a) a written statement detailing the costs;
 - (b) a written explanation as to why they are Eligible Costs;
 - (c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
 - (d) copy of occupancy permit
 - (e) copies of local required building permits, inspection reports, and any other information which may be required by the Authority or its auditors.
3. **Payments:**
 - a. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to 10% of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first 23 years that the Developer is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF. After retention of such Local Tax Increment Revenues and payment to Treasury of the SET SBRF Tax Increment Revenues, Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however*, if Developer has not paid any

applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after the 23 year Developer reimbursement period. The amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Property will be limited to the Eligible Costs of eligible activities approved by MSHDA. Tax Increment Revenues shall be distributed according to the Cost Table included as Exhibit B.

- b. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within 30 days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer or to December 31, 2048, whichever occurs first.
- c. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to the County, City, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the

Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

4. **Reporting:**

a. **Income and Rent Documentation and Reporting:**

- i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.
- ii. Prospective renters must verify eligibility to the Developer or their designee at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form attached as Exhibit C or as otherwise approved by MSHDA.
- iii. If after Authority's review of Developer's Annual Unit Income Restriction report, Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12 month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Development in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If Developer returns to compliance at the time of the next Annual Unit Income Restriction report, the Authority shall reimburse Developer using all available Tax Increment Revenues available to the Authority, including any amounts previously withheld. If, based on the formula outlined above, Authority has any Tax Increment Revenues withheld at the end of the Term,

Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.

iv. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:

1. Total investment and new capital investment since the prior year's report.
2. Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
3. New jobs created.
4. Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
5. Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
6. Annual Unit Income Restriction units rental rates.
7. Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
8. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Muskegon County Treasurer.

5. **Prohibition of Short-Term Rentals**

- a. During the Term of Tax Increment Revenues capture and reimbursement and in accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be consistent with the City of Muskegon zoning.

- b. The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

6. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

7. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

8. **Indemnification:** Developer agrees to indemnify and hold City of Muskegon, the City of Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any such persons.

9. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid or DATE.

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

MUSKEGON-Central Park, LLC

By: _____

Name: _____

Its: _____

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Name: _____, Chairperson

By: _____

Name: _____, Vice Chair/ Secretary

EXHIBIT A

Brownfield Plan

DRAFT

EXHIBIT B

Financial Consideration Between the Parties

DRAFT

EXHIBIT C

MSHDA Self-Certification Form

DRAFT

Appendix 3

Housing TIF Financing Gap Calculation - Multifamily Rental (1700 Oak Drive, Muskegon, Michigan)

Housing TIF Financing Gap Calculation - Multifamily Rental (1700 Oak Drive, Muskegon, Michigan)														BF Plan # of Years: 28			
FORMULA	Location	Type	AMI (Based on Project Rents)	Control Rent	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years*	=	PRL GAP CAP	Per Unit
FMR	Muskegon Co.	1 Bedroom	75%	\$ 2,198.00	-	\$ 1,125.00	=	\$ 1,073.00	x	3	x	12	x	23	=	\$ 888,444.00	\$ 296,148.00
FMR	Muskegon Co.	1 Bedroom	76%	\$ 2,198.00	-	\$ 1,135.00	=	\$ 1,063.00	x	1	x	12	x	23	=	\$ 293,388.00	\$ 293,388.00
FMR	Muskegon Co.	1 Bedroom	77%	\$ 2,198.00	-	\$ 1,145.00	=	\$ 1,053.00	x	3	x	12	x	23	=	\$ 871,884.00	\$ 290,628.00
FMR	Muskegon Co.	1 Bedroom	77%	\$ 2,198.00	-	\$ 1,155.00	=	\$ 1,043.00	x	3	x	12	x	23	=	\$ 863,604.00	\$ 287,868.00
FMR	Muskegon Co.	1 Bedroom	78%	\$ 2,198.00	-	\$ 1,165.00	=	\$ 1,033.00	x	3	x	12	x	23	=	\$ 855,324.00	\$ 285,108.00
FMR	Muskegon Co.	2 Bedroom	69%	\$ 2,883.00	-	\$ 1,240.00	=	\$ 1,643.00	x	3	x	12	x	23	=	\$ 1,360,404.00	\$ 453,468.00
FMR	Muskegon Co.	2 Bedroom	70%	\$ 2,883.00	-	\$ 1,250.00	=	\$ 1,633.00	x	3	x	12	x	23	=	\$ 1,352,124.00	\$ 450,708.00
FMR	Muskegon Co.	2 Bedroom	73%	\$ 2,883.00	-	\$ 1,300.00	=	\$ 1,583.00	x	1	x	12	x	23	=	\$ 436,908.00	\$ 436,908.00
FMR	Muskegon Co.	2 Bedroom	74%	\$ 2,883.00	-	\$ 1,320.00	=	\$ 1,563.00	x	2	x	12	x	23	=	\$ 862,776.00	\$ 431,388.00
FMR	Muskegon Co.	2 Bedroom	74%	\$ 2,883.00	-	\$ 1,330.00	=	\$ 1,553.00	x	1	x	12	x	23	=	\$ 428,628.00	\$ 428,628.00
FMR	Muskegon Co.	2 Bedroom	75%	\$ 2,883.00	-	\$ 1,350.00	=	\$ 1,533.00	x	3	x	12	x	23	=	\$ 1,269,324.00	\$ 423,108.00
FMR	Muskegon Co.	3 Bedroom	72%	\$ 3,520.00	-	\$ 1,500.00	=	\$ 2,020.00	x	1	x	12	x	23	=	\$ 557,520.00	\$ 557,520.00
FMR	Muskegon Co.	3 Bedroom	73%	\$ 3,520.00	-	\$ 1,515.00	=	\$ 2,005.00	x	2	x	12	x	23	=	\$ 1,106,760.00	\$ 553,380.00
FMR	Muskegon Co.	3 Bedroom	74%	\$ 3,520.00	-	\$ 1,530.00	=	\$ 1,990.00	x	1	x	12	x	23	=	\$ 549,240.00	\$ 549,240.00
TOTAL Housing Subsidy										30						\$ 11,696,328.00	\$ 5,441,340.00
Approved BRA TIF Request																\$ 3,905,950.00	\$ 144,664.81
																\$ (7,790,378.00)	\$ (5,296,675.19)

* - The PRL GAP CAP was calculated based on 23 years of Developer reimbursement and does not include

* - The PRL GAP CAP was calculated based on 23 years of Developer reimbursement and does not include the 5 years of capture and deposit into the local brownfield revolving fund.

Appendix 4

Housing Gap Estimates

The PSA has an overall housing gap of 2,924 units for rental and for-sale product at a variety of affordability levels - It is projected that the city has a five-year **rental** housing gap of 1,611 units and a **for-sale** housing gap of 1,313 units. While there are housing gaps among all affordability levels of both rental and for-sale product, the rental housing gap is distributed most heavily among the lower priced product (rents of \$1,430 or less) and the for-sale housing gap is primarily for product priced at \$190,668 or higher. Details of this analysis, including our methodology and assumptions, are included in Section VIII.

The following table summarizes the approximate potential number of new residential units that could be supported in the PSA (Muskegon) over the next five years.

PSA (Muskegon) Housing Gap Estimates (2022 to 2027) – Number of Units Needed		
Housing Segment		Number of Units
Rentals	Extremely Low-Income Rental Housing (<\$536/Month Rent)	385
	Very Low-Income Rental Housing (\$537-\$894/Month Rent)	321
	Low-Income Rental Housing (\$895-\$1,430/Month Rent)	403
	Moderate-Income Rental Housing (\$1,431-\$2,145/Month Rent)	295
	High-Income Market-Rate Rental Housing (\$2,146+/Month Rent)	207
	TOTAL UNITS	1,611
For-Sale	Entry-Level For-Sale Homes (<\$71,500 Price Point)	238
	Very Low-Income For-Sale Homes (\$71,501-\$119,167)	176
	Low-Income For-Sale Homes (\$119,168-\$190,667 Price Point)	164
	Moderate-Income For-Sale Homes (\$190,668-\$286,000 Price Point)	413
	High-Income Upscale For-Sale Housing (\$286,001+ Price Point)	322
	TOTAL UNITS	1,313

The preceding estimates are based on current government policies and incentives, recent and projected demographic trends, current and anticipated economic trends, and available and planned residential units. Numerous factors impact a market's ability to support new housing product. This is particularly true of individual housing projects or units. Certain design elements, pricing structures, target market segments (e.g., seniors, workforce, families, etc.), product quality and location all influence the actual number of units that can be supported. Demand estimates could exceed those shown in the preceding table if the community changes policies or offers incentives to encourage people to move into the market or for developers to develop new housing product.

A. OVERALL HOUSING SUPPLY (SECONDARY DATA)

This section of area housing supply is based on secondary data sources such as the U.S. Census, American Community Survey and ESRI, and is provided for the Primary Study Area (Muskegon), the Secondary Study Area (Balance of County), the selected submarkets, and the state of Michigan, when applicable. When possible, data from the 2020 Census is used in conjunction with ESRI estimates to provide the most up-to-date data. Note that some small variation of total numbers and percentages within tables may exist due to rounding.

Housing Characteristics

The estimated distribution of the area housing stock by tenure for each study area for 2022 is summarized in the following table:

		Occupied and Vacant Housing Units by Tenure 2022 Estimates				
		Total Occupied	Owner Occupied	Renter Occupied	Vacant	Total
Beachwood-Bluffton	Number	655	596	59	187	842
	Percent	77.8%	91.0%	9.0%	22.2%	100.0%
Campbell Field/ Nims	Number	2,615	1,096	1,519	202	2,817
	Percent	92.8%	41.9%	58.1%	7.2%	100.0%
Glenside/Lakeside	Number	1,998	1,473	525	133	2,131
	Percent	93.8%	73.7%	26.3%	6.2%	100.0%
Jackson Hill/Marquette	Number	2,464	738	1,726	204	2,668
	Percent	92.4%	30.0%	70.0%	7.6%	100.0%
McLaughlin/Angell/ Marsh Field	Number	3,017	1,315	1,702	413	3,430
	Percent	88.0%	43.6%	56.4%	12.0%	100.0%
Nelson	Number	1,820	590	1,230	244	2,064
	Percent	88.2%	32.4%	67.6%	11.8%	100.0%
Steele/Sheldon Park/ Oakview/East Muskegon	Number	2,059	1,317	742	181	2,240
	Percent	91.9%	64.0%	36.0%	8.1%	100.0%
Muskegon (PSA)	Number	14,628	7,125	7,503	1,564	16,192
	Percent	90.3%	48.7%	51.3%	9.7%	100.0%
Balance of County (SSA)	Number	54,194	44,021	10,173	4,402	58,596
	Percent	92.5%	81.2%	18.8%	7.5%	100.0%
Muskegon County	Number	68,822	51,146	17,676	5,966	74,788
	Percent	92.0%	74.3%	25.7%	8.0%	100.0%
Michigan	Number	4,055,460	2,895,751	1,159,709	533,313	4,588,773
	Percent	88.4%	71.4%	28.6%	11.6%	100.0%

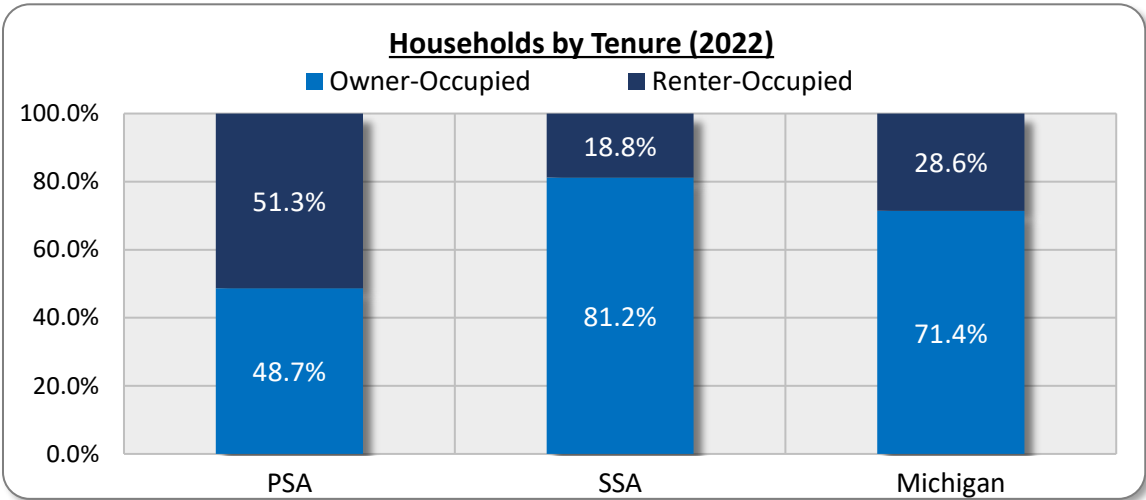
Source: 2020 Census; ESRI; Urban Decision Group; Bowen National Research

In total, there are an estimated 16,192 housing units within the PSA (Muskegon) in 2022. Based on ESRI estimates and 2020 Census data, of the 14,628 total *occupied* housing units in the PSA, 48.7% are owner occupied, while the remaining 51.3% are renter occupied. As such, the PSA has a considerably higher share of renter-occupied housing units when compared to the surrounding SSA (18.8%) and state (28.6%). Approximately 9.7% of the housing units within the PSA are classified as vacant, which is comparable to

the SSA (7.5%) and state (11.6%). Vacant units are comprised of a variety of units including abandoned properties, rentals, for-sale, and seasonal housing units.

Within the individual submarkets, the submarket with the highest share of owner-occupied units is the Beachwood-Bluffton Submarket, in which 91.0% of units are occupied by homeowners. The Jackson Hill/Marquette Submarket has the highest share of renter-occupied units, with 70.0% of units occupied by renters. The Beachwood-Bluffton Submarket has the highest share (22.2%) of vacant units, which is greatly influenced by the short-term housing market, as evidenced by the fact that over 80% of all vacant units in this submarket are classified as “Seasonal or Recreational” housing. Other submarkets with double-digit vacancy rates are the McLaughlin/Angell/Marsh Field Submarket (12.0%) and the Nelson Submarket (11.8%). These submarkets are also influenced by “Seasonal or Recreational” housing, as 83.9% of the units in the McLaughlin/Angell/Marsh Field Submarket and 50.5% of the vacant units in the Nelson Submarket are “Seasonal or Recreational” housing. These short-term housing alternatives limit the inventory available to more permanent residents. This topic is addressed further later in this section.

The following graph compares occupied units by tenure for the various study areas.



The following table compares key housing age and conditions of each study area and the state based on 2016-2020 American Community Survey (ACS) data. Housing units built over 50 years ago (pre-1970), overcrowded housing (1.01+ persons per room), or housing that lacks complete indoor kitchens or bathroom plumbing are illustrated for each study area by tenure. It is important to note that some occupied housing units may have more than one housing issue.

	Housing Age and Conditions											
	Pre-1970 Product				Overcrowded				Incomplete Plumbing or Kitchen			
	Renter		Owner		Renter		Owner		Renter		Owner	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Beachwood-Bluffton	16	57.1%	348	67.1%	0	0.0%	0	0.0%	0	0.0%	8	1.6%
Campbell Field/Nims	684	58.1%	970	85.3%	37	3.1%	26	2.3%	66	5.6%	16	1.4%
Glenside/Lakeside	460	73.3%	1,091	89.4%	11	1.8%	0	0.0%	0	0.0%	6	0.5%
Jackson Hill/Marquette	529	34.6%	387	50.0%	8	0.5%	0	0.0%	0	0.0%	0	0.0%
McLaughlin/Angell/Marsh Field	1,134	74.4%	1,236	93.0%	15	1.0%	37	2.8%	32	2.1%	0	0.0%
Nelson	711	67.7%	525	86.5%	45	4.3%	10	1.6%	21	2.0%	0	0.0%
Steele/Sheldon Park/Oakview/East Muskegon	702	88.3%	1,108	92.1%	35	4.4%	0	0.0%	44	5.6%	7	0.6%
Muskegon (PSA)	4,235	62.9%	5,665	83.4%	151	2.2%	73	1.1%	163	2.4%	37	0.6%
Balance of County (SSA)	4,251	47.4%	19,377	44.4%	419	4.7%	565	1.3%	322	3.6%	195	0.4%
Muskegon County	8,486	54.0%	25,042	49.7%	570	3.6%	638	1.3%	485	3.1%	232	0.4%
Michigan	526,133	46.8%	1,373,485	48.1%	32,741	2.9%	31,181	1.1%	24,337	2.1%	16,771	0.6%

Source: American Community Survey (2016-2020); ESRI; Urban Decision Group; Bowen National Research

In the PSA (Muskegon), nearly two-thirds (62.9%) of the renter-occupied housing units and over four-fifths (83.4%) of owner-occupied housing units were built prior to 1970. As such, the housing stock in the PSA appears to be considerably older than the SSA (Balance of County), where only 47.4% of the renter-occupied housing units and 44.4% of the owner-occupied units were built prior to 1970. While the shares of renter households (2.2%) and owner households (1.1%) in the PSA that experience overcrowding are similar to the corresponding shares in the state (2.9% and 1.1%, respectively), the share of overcrowded renter households in the surrounding SSA (4.7%) is much higher than the share in the state (2.9%). While the shares of renter-occupied units (2.4%) and owner-occupied units (0.6%) in the PSA with incomplete plumbing or kitchens are similar to the state's shares, the share of *renter*-occupied units (3.6%) in the surrounding SSA with this housing condition is higher than that in the PSA (2.4%) and state (2.1%). The largest number of substandard housing units are within the Campbell Field/Nims submarket, representing over one-third of all substandard housing in the PSA.

Overall, the housing inventory in the PSA, regardless of tenure, is comparably older than the surrounding SSA and state. In addition, it appears that *renter* households in the PSA are more likely to be affected by housing deficiencies compared to homeowners. Regardless, the PSA (Muskegon) has more than 400 households living in overcrowded units and/or units that lack complete plumbing or kitchen facilities.

The following table compares key household income, housing cost, and housing affordability metrics of each study area and the state. It should be noted that cost burdened households pay over 30% of income toward housing costs, while severe cost burdened households pay over 50% of income toward housing.

	Household Income, Housing Costs and Affordability						
	Median Household Income	Estimated Median Home Value	Average Gross Rent	Share of Cost Burdened Households*		Share of Severe Cost Burdened Households**	
				Renter	Owner	Renter	Owner
Beachwood-Bluffton	\$75,000	\$245, 192	\$509	7.1%	25.2%	7.1%	6.7%
Campbell Field/ Nims	\$39,802	\$91,623	\$870	54.3%	18.8%	29.0%	7.3%
Glenside/Lakeside	\$51,935	\$111,318	\$888	32.8%	26.2%	18.0%	8.4%
Jackson Hill/ Marquette	\$31,077	\$95,161	\$667	40.5%	19.9%	15.7%	5.2%
McLaughlin/Angell/ Marsh Field	\$26,669	\$40,288	\$690	51.0%	24.2%	31.9%	5.0%
Nelson	\$25,858	\$138,318	\$687	67.0%	26.8%	28.6%	16.2%
Steele/Sheldon Park/ Oakview/ East Muskegon	\$39,448	\$72,638	\$890	36.1%	6.2%	23.2%	2.7%
Muskegon (PSA)	\$35,671	\$91,085	\$756	48.1%	20.2%	24.8%	6.7%
Balance of County (SSA)	\$60,667	\$170,568	\$841	40.2%	17.4%	16.1%	6.2%
Muskegon County	\$55,010	\$160,847	\$804	43.6%	17.8%	19.8%	6.3%
Michigan	\$65,507	\$204,371	\$968	44.9%	18.8%	23.1%	7.4%

Source: American Community Survey (2016-2020); ESRI

*Paying more than 30% of income toward housing costs

**Paying more than 50% of income toward housing costs

The median household income of \$35,671 within the PSA (Muskegon) is less than the median household incomes for both the SSA (\$60,667) and state (\$65,507). The estimated median home value in the PSA of \$91,085 is substantially lower than the SSA's (\$170,568) and state's (\$204,371) estimated median home values. The average gross rent in the PSA (\$756) is lower than both the SSA (\$841) and state (\$968) average gross rents. Despite the lower gross rents and housing values in the PSA, the PSA has higher shares of housing cost burdened households among its renter households (48.1%) and owner households (20.2%) than the surrounding SSA and state. Overall, the PSA has an estimated 3,233 renter households and 1,374 owner households that are housing cost burdened. With an estimated total of 4,607 cost burdened households in the city of Muskegon, of which 2,124 are severe cost burdened, affordable housing alternatives should be part of future housing solutions.

B. HOUSING SUPPLY ANALYSIS (BOWEN NATIONAL SURVEY)

1. Multifamily Rental Housing

Between October of 2022 and January of 2023, Bowen National Research surveyed (both by telephone and in-person) numerous multifamily rental housing projects within the city of Muskegon and all of Muskegon County. While these rentals do not represent all multifamily rental housing projects in the market, they provide significant insight as to the market conditions of commonly offered multifamily rental product. We believe this survey represents a good base from which characteristics and trends of multifamily rental housing can be evaluated and from which conclusions can be drawn.

Projects identified, inventoried, and surveyed operate under a number of affordable housing programs including the Low-Income Housing Tax Credit (LIHTC), HUD Sections 8 and 202 and Public Housing programs, as well as market-rate. Definitions of each housing program are included in Addendum G: Glossary.

Managers and leasing agents at each project were surveyed to collect a variety of property information including vacancies, rental rates, design characteristics, amenities, utility responsibility, and other features. Each project was also rated based on quality and upkeep. Each surveyed property was photographed and mapped as part of this survey. Data collected during our survey is presented in aggregate format for the various study areas.

We identified and personally surveyed 51 multifamily apartment properties containing a total of 5,813 units within Muskegon County. Of these projects, 22 were in the PSA (Muskegon) with an overall total of 2,710 units. The remaining 29 surveyed projects in the surrounding SSA (Balance of Muskegon County) were used to provide a base of comparison. The survey was conducted to establish the overall strength of the local rental market and to identify potential housing needs in the subject market. The surveyed rentals within the PSA have a combined occupancy rate of 98.9%, an extremely high rate for multifamily rental housing. Typically, healthy, well-balanced markets have rental housing occupancy rates generally between 94% and 96%. As such, the PSA's multifamily rental market is operating at an exceedingly high occupancy level with very limited availability. Compounding the market's rental challenges is the fact that the surrounding SSA (Balance of Muskegon County) is operating at an even higher occupancy rate of 99.2%. As such, vacancies in the overall county are very limited. It should be noted that this survey only includes physical vacancies (vacant units ready for immediate occupancy) as opposed to economic vacancies (vacant units not immediately available for rent).

The following table summarizes the surveyed multifamily rental supply.

Multifamily Supply by Product Type				
Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
PSA (Muskegon)				
Market-Rate	9	1,453	25	98.3%
Market-Rate/Tax Credit	4	356	5	98.6%
Market-Rate/Government-Subsidized	1	124	0	100.0%
Tax Credit	3	151	0	100.0%
Government-Subsidized	5	626	0	100.0%
Total	22	2,710	30	98.9%
SSA (Balance of County)				
Market-Rate	15	2,081	25	98.8%
Market-Rate/Government-Subsidized	1	172	0	100.0%
Tax Credit	2	184	0	100.0%
Tax Credit/Government-Subsidized	3	129	0	100.0%
Market-Rate/Tax Credit/Government-Subsidized	1	84	0	100.0%
Government-Subsidized	7	453	0	100.0%
Total	29	3,103	25	99.2%

Overall, demand for multifamily rental housing in the PSA is very strong, as there does not appear to be many vacancies, regardless of the program type (e.g., market-rate, Tax Credit, government subsidized or some combination of these program types). All 30 vacancies in the PSA are among unrestricted market-rate units. All Tax Credit and government-subsidized units are occupied. As illustrated in the preceding table, the distribution of vacancies in the surrounding SSA mirror the PSA, as all 25 vacancies are among market-rate units. Despite these vacancies, the market-rate inventory in both the PSA and SSA are operating at very high occupancy levels. Therefore, demand for rental housing is strong even among non-assisted housing. Based on this survey of rental housing, there does not appear to be any weakness or softness among multifamily rentals in the county. As such, there appears to be a development opportunity for a variety of rental products, particularly for affordable rentals.

The following table summarizes the surveyed multifamily rental housing for each of the study areas, including the seven submarkets in the PSA (Muskegon).

Overall Market Performance by Area									
Data Set	Beachwood- Bluffton	Campbell Field/Nims	Glenside/ Lakeside	Jackson Hill/ Marquette	McLaughlin/ Angell/ Marsh Field	Nelson	Steele/Sheldon Park/Oakview/ East Muskegon	Muskegon (PSA)	Balance of County (SSA)
Projects	-	6	-	8	2	5	1	22	29
Total Units	-	598	-	1,537	360	155	60	2,710	3,103
Vacant Units	-	5	-	19	0	6	0	30	25
Occupancy Rate	-	99.2%	-	98.8%	100.0%	96.1%	100.0%	98.9%	99.2%

As previously stated, healthy, well-balanced rental housing markets have occupancy levels generally between 94% and 96%. Typically, a market occupancy level over 97% is an indication of a possible housing shortage, which can lead to housing problems such as unusually rapid rent increases, people forced to live in substandard housing, households living in rent overburdened situations, and residents leaving the area to seek housing elsewhere. Conversely, occupancy rates below 94% may indicate some softness or weakness in a market, which may be the result of a saturated or overbuilt market, or one that is going through a decline due to economic downturns and corresponding demographic declines.

With an overall occupancy rate of 98.9%, the PSA (Muskegon) multifamily rental housing market appears to have an insufficient number of vacancies. This overall occupancy rate is slightly lower than the 99.2% occupancy rate in the SSA (Balance of County). Two of the seven submarkets are operating at 100% occupancy levels and a third submarket (Campbell Field/Nims) is operating at a 99.2% occupancy level. The lowest occupancy rate of 96.1% in the Nelson Submarket is still considered high and reflective of a market lacking sufficient rental housing. With only 30 vacant units identified among the 2,710 apartment units included in the survey, the PSA has a very small base of potential rental alternatives from which prospective renters can choose.

The following table illustrates the distribution of units and occupancy levels by the *different housing programs* in each study area. It should be noted that the total number of projects shown in this table does not match the totals from other portions of this section, as some projects operate under multiple program types and were counted multiple times in the table below.

Overall Market Performance by Program Type by Area									
Data Set	Beachwood Bluffton	Campbell Field/Nims	Glenside/Lakeside	Jackson Hill/Marquette	McLaughlin/Angell/Marsh Field	Nelson	Steele/Sheldon Park/Oakview/East Muskegon	Muskegon (PSA)	Balance of County (SSA)
Market-Rate									
Projects	-	3	-	6	-	4	1	14	17
Total Units	-	304	-	1,298	-	59	30	1,691	2,113
Vacant Units	-	5	-	19	-	6	0	30	25
Occupancy Rate	-	98.4%	-	98.5%	-	89.8%	100.0%	98.2%	98.8%
Tax Credit (Non-Subsidized)									
Projects	-	3	-	1	-	2	1	7	6
Total Units	-	208	-	53*	-	96	30	334	272
Vacant Units	-	0	-	-	-	0	0	0	0
Occupancy Rate	-	100.0%	-	-	-	100.0%	100.0%	100.0%	100.0%
Government Subsidized									
Projects	-	2	-	2	2	-	-	6	12
Total Units	-	86	-	239	360	-	-	685	718
Vacant Units	-	0	-	0	0	-	-	0	0
Occupancy Rate	-	100.0%	-	100.0%	100.0%	-	-	100.0%	100.0%

*Units under construction (not included in total)

With only one exception, the occupancy levels by program type by submarket are extremely high, operating at occupancy rates of 98.4% or higher. The lone exception is within the Nelson Submarket, among its market-rate supply which is operating at an 89.8% occupancy rate. This is the result of just six vacant units among the 59 market-rate units in this submarket. Regardless of submarket, all affordable rental options operating under Tax Credit or government-subsidized programs are occupied. This is also true for the surrounding SSA (Balance of Muskegon County).

The following table summarizes the number of properties that maintain wait lists, and the length of their wait lists, within each of the PSA's established submarkets. Note that some wait lists may be representative of people on multiple wait lists.

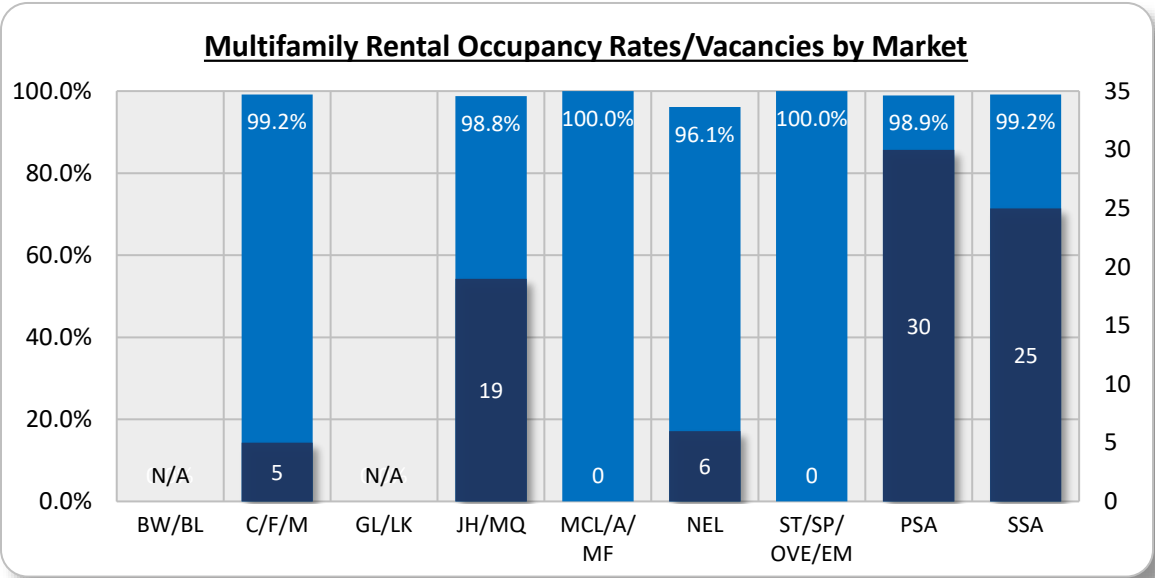
Property Wait List Information by Property Type					
	MRR	GSS	TAX	MRT	MRG
Beachwood-Bluffton					
No Properties Surveyed					
Campbell Field/Nims					
Properties w/ Wait List	1	1	1	2	-
Total Properties	1	2	1	2	-
Share of Properties	100.0%	50.0%	100.0%	100.0%	-
# Households	-	23	-	30	-
# Months	2-3	-	6	6-12	-
Glenside/Lakeside					
No Properties Surveyed					
Jackson Hill/Marquette					
Properties w/ Wait List	2	1	U/C	-	1
Total Properties	5	1	1	-	1
Share of Properties	40.0%	100.0%	-	-	100.0%
# Households	3	-	-	-	-
# Months	2-6	6	-	-	6
McLaughlin/Angell/Marsh Field					
Properties w/ Wait List	-	2	-	-	-
Total Properties	-	2	-	-	-
Share of Properties	-	100.0%	-	-	-
# Households	-	55	-	-	-
# Months	-	1	-	-	-
Nelson					
Properties w/ Wait List	1	-	1	0	-
Total Properties	3	-	1	1	-
Share of Properties	33.3%	-	100.0%	-	-
# Households	12	-	-	-	-
# Months	-	-	6	-	-
Steele/Sheldon Park/Oakview/East Muskegon					
Properties w/ Wait List	-	-	-	1	-
Total Properties	-	-	-	1	-
Share of Properties	-	-	-	100.0%	-
# Households	-	-	-	75	-
# Months	-	-	-	-	-

MRR (market-rate), GSS (subsidized), TAX (Tax Credit), MRT=MRR+TAX, MRG=MRR+GSS
U/C – Property is Under Construction and not yet leasing.

Of the 22 properties surveyed within the PSA, 14 (63.6%) maintain wait lists. The wait lists exist among all housing program types, with wait lists maintained at four of the nine projects operating exclusively as market-rate product, four of five projects operating exclusively under a government-subsidized program, and two of three operating exclusively under the Tax Credit program. The greatest number of households on wait lists appear to be among the mixed-income market-rate and Tax Credit supply (denoted as MRT) with 105 households waiting for a unit and among the government-

subsidized supply (denoted as GSS) with a total of 78 households on a wait list. Many other product types reported their wait lists in terms of the number of months people have to wait for a unit, most of which ranges from six to twelve months in duration. Regardless, the relatively large shares of properties with wait lists and the length or duration of such lists indicate a very strong level of pent-up demand for rental housing in in the PSA.

The following graph illustrates the occupancy rates and total vacancies by the seven submarkets, the PSA, and the SSA.



The remainder of the multifamily apartment analysis is broken out by product type (e.g., market-rate, Tax Credit, and government subsidized) for the PSA (Muskegon) versus the SSA (Balance of County) on the following pages.

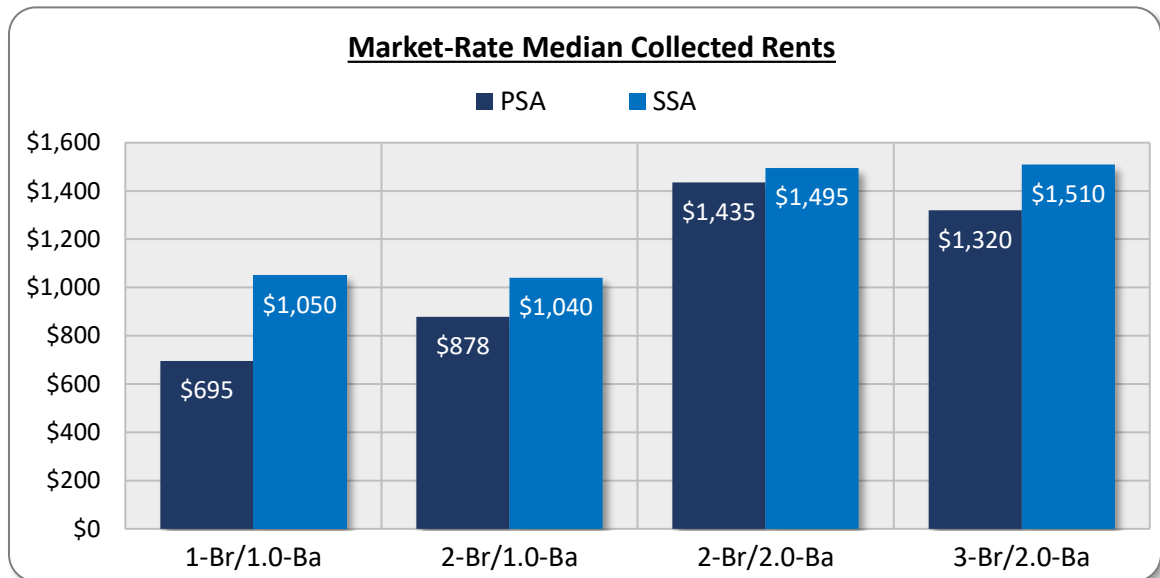
Market-Rate Housing

A total of 14 multifamily projects with at least some market-rate units were surveyed in the PSA. Overall, these properties contain 1,691 market-rate units. The following table summarizes the units by bedroom/bathroom type.

Market-Rate Multifamily Rentals by Bedroom/Bathroom						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Collected Rent
PSA (Muskegon)						
Studio	1.0	16	0.9%	1	6.3%	\$828
One-Bedroom	1.0	785	46.4%	9	1.1%	\$695
One-Bedroom	1.5	3	0.2%	2	66.7%	\$1,625
Two-Bedroom	1.0	566	33.5%	10	1.8%	\$878
Two-Bedroom	1.5	42	2.5%	0	0.0%	\$975
Two-Bedroom	2.0	129	7.6%	4	3.1%	\$1,435
Three-Bedroom	1.0	24	1.4%	2	8.3%	\$1,175
Three-Bedroom	1.5	53	3.1%	0	0.0%	\$1,066
Three-Bedroom	2.0	55	3.3%	0	0.0%	\$1,320
Four-Bedroom	1.5	18	1.1%	2	11.1%	\$1,300
Total Market-Rate		1,691	100.0%	30	1.8%	-
SSA (Balance of County)						
Studio	1.0	118	5.6%	3	2.5%	\$800
One-Bedroom	1.0	660	31.2%	6	0.9%	\$1,050
Two-Bedroom	1.0	452	21.4%	2	0.4%	\$1,040
Two-Bedroom	1.5	126	6.0%	1	0.8%	\$1,281
Two-Bedroom	2.0	570	27.0%	7	1.2%	\$1,495
Three-Bedroom	1.0	3	0.1%	0	0.0%	\$1,295
Three-Bedroom	1.5	58	2.7%	1	1.7%	\$1,300
Three-Bedroom	2.0	126	6.0%	5	4.0%	\$1,510
Total Market-Rate		2,113	100.0%	25	1.2%	-

The market-rate units in the PSA (Muskegon) are 98.2% occupied and such units in the surrounding SSA (Balance of County) are 98.8% occupied, which are very high occupancy rates for market-rate rentals. PSA vacancy rates by bedroom and bathroom type are low among most unit types, particularly among the most common bedroom types including one-bedroom/one-bathroom units (1.1% vacant), two-bedroom/one-bathroom units (1.8% vacant) and two-bedroom/two-bathroom units (3.1% vacant). Median collected rents for these same common unit types are \$695 for a one-bedroom/one-bathroom unit, \$878 for a two-bedroom/one-bathroom unit, and \$1,435 for a two-bedroom/two-bathroom unit. It is worth pointing out that the rent premium for the two-bedroom/two-bathroom units appears to be attributed to the fact that many of these particular units are more modern or recently remodeled and often offer heavily amenitized product. While a majority of market-rate rentals in the PSA have rents of \$878 and higher and would require a minimum annual household income of \$35,000, approximately 4,700 renter households representing nearly 70% of the renters in the market would not be able to afford the typical rent in this market.

The following graph illustrates median market-rate rents among common bedroom types offered in the PSA and SSA.



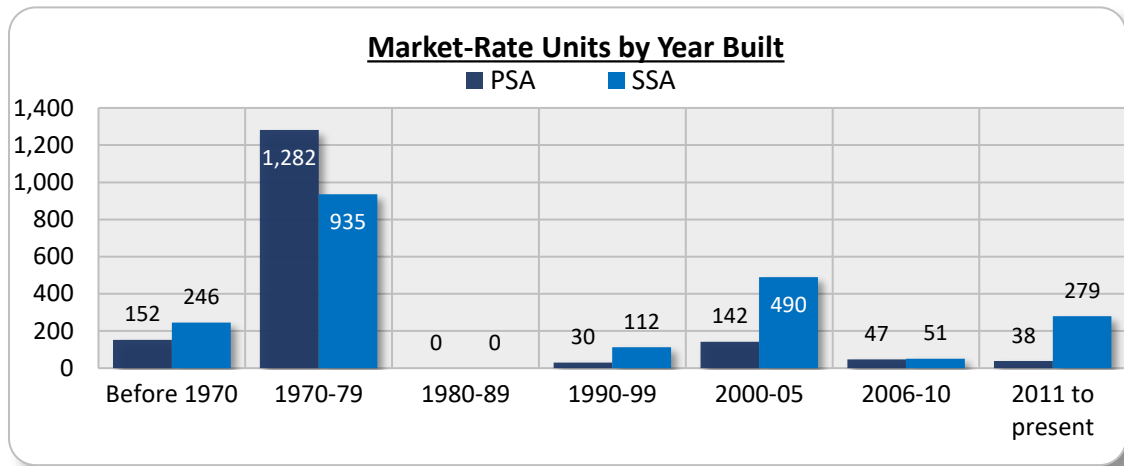
The following is a distribution of market-rate product surveyed by year built for the PSA and SSA:

Market-Rate Apartments by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1970	2	152	2.6%	3	246	1.2%
1970 to 1979	5	1,282	1.2%	5	935	0.7%
1980 to 1989	0	0	0.0%	0	0	0.0%
1990 to 1999	1	30	0.0%	1	112	0.0%
2000 to 2005	2	142	3.5%	4	490	2.9%
2006 to 2010	2	47	0.0%	1	51	0.0%
2011 to 2022*	2	38	13.2%	3	279	0.4%

*As of December

Most of the surveyed market-rate product in the PSA was built between 1970 and 1979, with the 1,282 units developed during this time representing 75.8% of the surveyed market-rate product. The vacancy rate of market-rate product by development period in the PSA is low among all periods except for the product built since 2011. Within the product built since 2011, there are only five vacant units resulting in the higher than typical vacancy rate. As a result, vacancies are low regardless of the age of product in the PSA.

The distribution of surveyed market-rate units in the PSA and SSA by development period is shown in the following graph.



*As of December

Representatives of Bowen National Research personally visited the surveyed rental projects within the overall county and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the surveyed market-rate supply by quality rating.

Market-Rate Multifamily Rental Housing by Quality Level								
Quality Rating	Projects	Total Units	Vacancy Rate	Studio	One-Br.	Two-Br.	Three-Br.	Four+-Br.
Market-Rate Properties				Median Collected Rent				
PSA (Muskegon)								
A	3	170	4.7%	\$1,020	\$1,530	\$1,605	\$1,750	-
B+	1	20	5.0%	\$750	\$900	\$1,000	-	-
B	6	921	0.5%	-	\$695	\$878	\$1,300	-
B-	4	580	2.8%	-	\$750	\$915	\$1,040	\$1,300
SSA (Balance of County)								
A	1	217	0.0%	-	\$1,495	\$1,675	-	-
B+	3	150	4.0%	-	\$1,350	\$1,262	\$1,387	-
B	7	1,119	1.3%	-	\$1,120	\$1,281	\$1,510	-
B-	4	519	0.4%	\$650	\$835	\$950	\$1,400	-
C+	2	108	2.8%	\$800	\$750	\$1,050	\$1,295	-

The vast majority (90.0%) of the surveyed market-rate supply in the PSA consists of product in the "B" range of quality levels, with the remaining product consisting of "A" quality product. Vacancies are generally low among all quality levels. Interestingly, the lowest quality projects with "B" or "B-" ratings have the lowest vacancy rates of 0.5% and 2.8%, respectively. As a result, it is clear that lower quality product is still in high

demand. It is worth pointing out that there is a clear rent premium being achieved among higher-end quality product. This demonstrates that better quality product can achieve a rent premium and still operate at a high level of demand.

Tax Credit Housing

Tax Credit housing is developed under the Low-Income Housing Tax Credit (LIHTC) program. Typically, these projects serve households with incomes of up to 60% of Area Median Household Income (AMHI), though legislation in 2017 now allows for some units to target households with incomes of up to 80% of AMHI. A total of seven surveyed multifamily projects in the PSA (Muskegon) offer a total of 334 Low-Income Housing Tax Credit (LIHTC or Tax Credit) units. Some of the supply operates as mixed-income properties with market-rate units. It is worth noting that approximately one-third of the surveyed LIHTC units are age-restricted to households ages 55 and older. This share is generally in line with the local household base by age cohort. This section focuses only on the non-subsidized Tax Credit units, while the Tax Credit units operating with concurrent subsidies are discussed in the government-subsidized section of this report (starting on page VI-18).

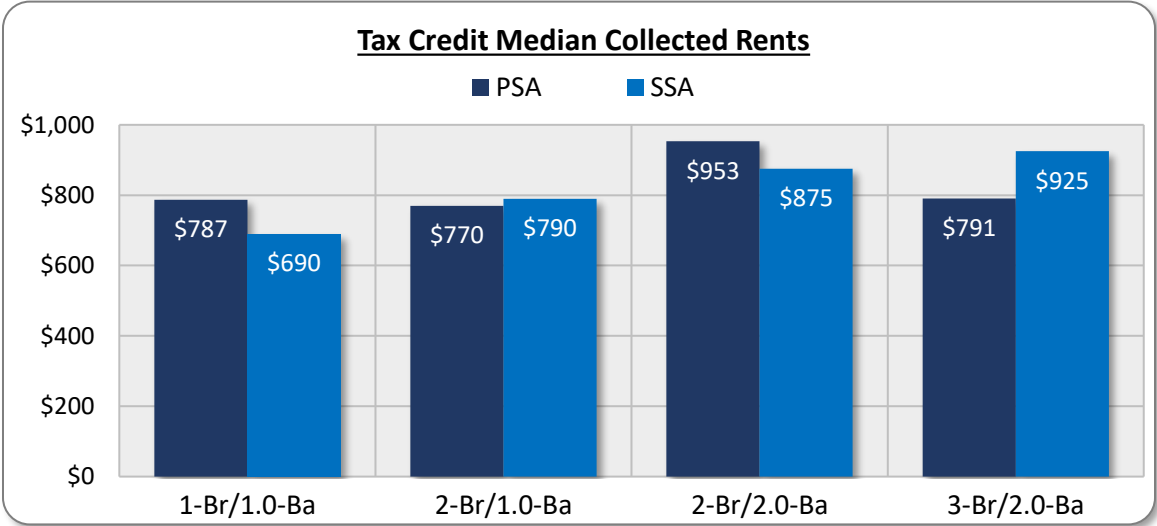
The following table summarizes the non-subsidized Tax Credit units surveyed by bedroom/bathroom type within the PSA and SSA.

Tax Credit (Non-Subsidized) Multifamily Rentals by Bedroom/Bathroom						
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant	Median Collected Rent
PSA (Muskegon)						
One-Bedroom	1.0	142	42.5%	0	0.0%	\$787
Two-Bedroom	1.0	20	6.0%	0	0.0%	\$770
Two-Bedroom	1.5	42	12.6%	0	0.0%	\$708
Two-Bedroom	2.0	74	22.2%	0	0.0%	\$953
Three-Bedroom	2.0	56	16.8%	0	0.0%	\$791
Total Tax Credit		334	100.0%	0	0.0%	-
SSA (Balance of County)						
One-Bedroom	1.0	118	43.4%	0	0.0%	\$690
Two-Bedroom	1.0	49	18.0%	0	0.0%	\$790
Two-Bedroom	2.0	40	14.7%	0	0.0%	\$875
Two-Bedroom	2.5	40	14.7%	0	0.0%	\$875
Three-Bedroom	2.0	10	3.7%	0	0.0%	\$925
Three-Bedroom	2.5	15	5.5%	0	0.0%	\$925
Total Tax Credit		272	100.0%	0	0.0%	-

The non-subsidized Tax Credit units are 100.0% occupied within the PSA, as are the Tax Credit units in the SSA, which is evidence of the local market's strong demand for affordable rental housing. Five of the seven Tax Credit projects maintain a wait list, with over 100 combined households on wait lists.

The 334 Tax Credit units in the PSA consist of a broad mix of unit types. While the largest share (42.5%) of units consists of one-bedroom units, a notable share (40.8%) consists of two-bedroom units and 16.8% consists of three-bedroom units. The distribution of Tax Credit units by bedroom type in the PSA is similar to other well-balanced markets. Within the PSA, the LIHTC units have median rents ranging from \$708 to no more than \$953, which are generally higher than most of the median rents of corresponding bedroom/bathroom units in the SSA. Regardless, the median rents of the Tax Credit supply in both the PSA and SSA are well below the median rents of the market-rate multifamily supply. As such, Tax Credit housing is a value in the market, which is likely contributing to its strong level of demand.

The following graph illustrates median Tax Credit rents among common bedroom types offered in the PSA and SSA.



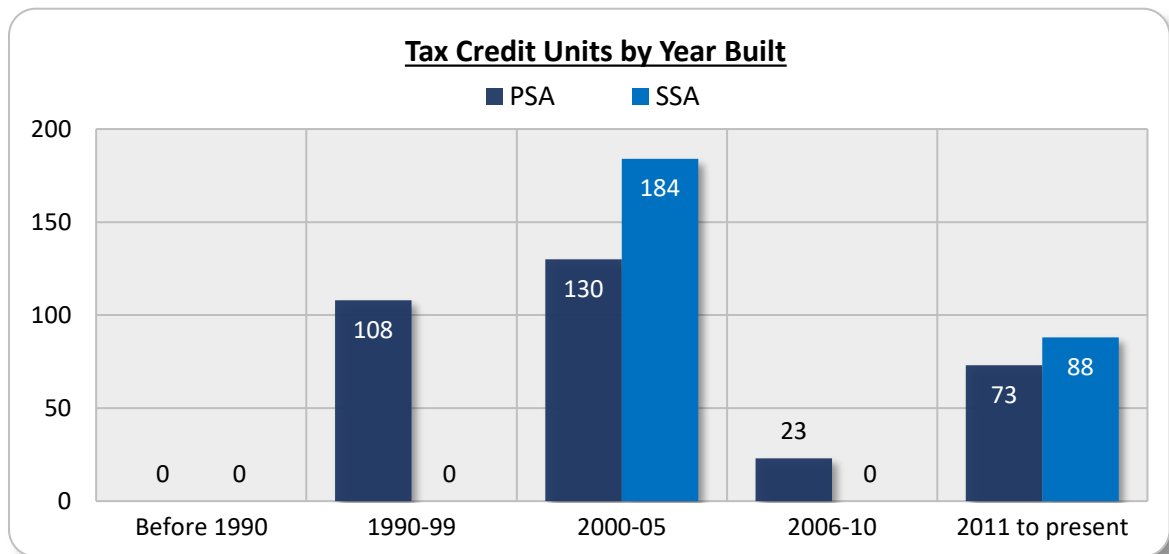
The following is a distribution of Tax Credit product surveyed by year built for the PSA and SSA (Note: The Tax Credit program started in 1986):

Tax Credit (Non-Subsidized) Apartments by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1990	0	0	0.0%	0	0	0.0%
1990 to 1999	2	108	0.0%	0	0	0.0%
2000 to 2005	2	130	0.0%	2	184	0.0%
2006 to 2010	1	23	0.0%	0	0	0.0%
2011 to 2022*	2	73	0.0%	2	88	0.0%

*As of December

Most of the surveyed Tax Credit product in the PSA was built between 1990 and 2005, with nearly three-quarters (71.3%) of all product developed during this time. Only 73 Tax Credit units were built in the PSA since 2011, though an additional 53 units are under construction and are expected to open in 2023.

The distribution of Tax Credit units in the PSA and SSA by year built is shown in the following graph:



*Through December

Representatives of Bowen National Research personally visited the surveyed rental projects within the market and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the Tax Credit properties by quality rating.

Tax Credit (Non-Subsidized) by Quality Rating			
Quality Rating	Projects	Total Units	Vacancy Rate
PSA (Muskegon)			
B+	2	73	0.0%
B	4	231	0.0%
B-	1	30	0.0%
SSA (Balance of County)			
B+	1	62	0.0%
B	3	210	0.0%

All of the surveyed Tax Credit projects have a quality rating of B- or better, with most product rated a "B." Regardless of the quality of housing, all Tax Credit product is operating at full occupancy. This demonstrates the level of need for affordable housing alternatives in the market.

Government-Subsidized Housing

There was a total of six projects surveyed within PSA that offer at least some units that operate with a government subsidy. Government-subsidized housing typically requires residents to pay 30% of their adjusted gross income toward rent and generally qualifies households with incomes of up to 50% of Area Median Household Income (AMHI). The six projects with a subsidy include 685 units.

The government-subsidized units surveyed within the PSA and SSA are summarized as follows.

Subsidized by Bedroom/Bathroom					
Bedroom	Baths	Units	Distribution	Vacancy	% Vacant
PSA (Muskegon)					
Government-Subsidized					
One-Bedroom	1.0	625	91.2%	0	0.0%
Two-Bedroom	1.0	53	7.7%	0	0.0%
Two-Bedroom	1.5	7	1.0%	0	0.0%
Total Subsidized		685	100.0%	0	0.0%
SSA (Balance of County)					
Subsidized Tax Credit					
One-Bedroom	1.0	58	61.7%	0	0.0%
Two-Bedroom	1.0	32	34.0%	0	0.0%
Three-Bedroom	1.0	4	4.3%	0	0.0%
Total Subsidized Tax Credit		94	100.0%	0	0.0%
Government-Subsidized					
Studio	1.0	42	6.7%	0	0.0%
One-Bedroom	1.0	311	49.8%	0	0.0%
Two-Bedroom	1.0	205	32.9%	0	0.0%
Three-Bedroom	1.0	25	4.0%	0	0.0%
Three-Bedroom	1.5	34	5.4%	0	0.0%
Four-Bedroom	1.0	7	1.1%	0	0.0%
Total Subsidized		624	100.0%	0	0.0%

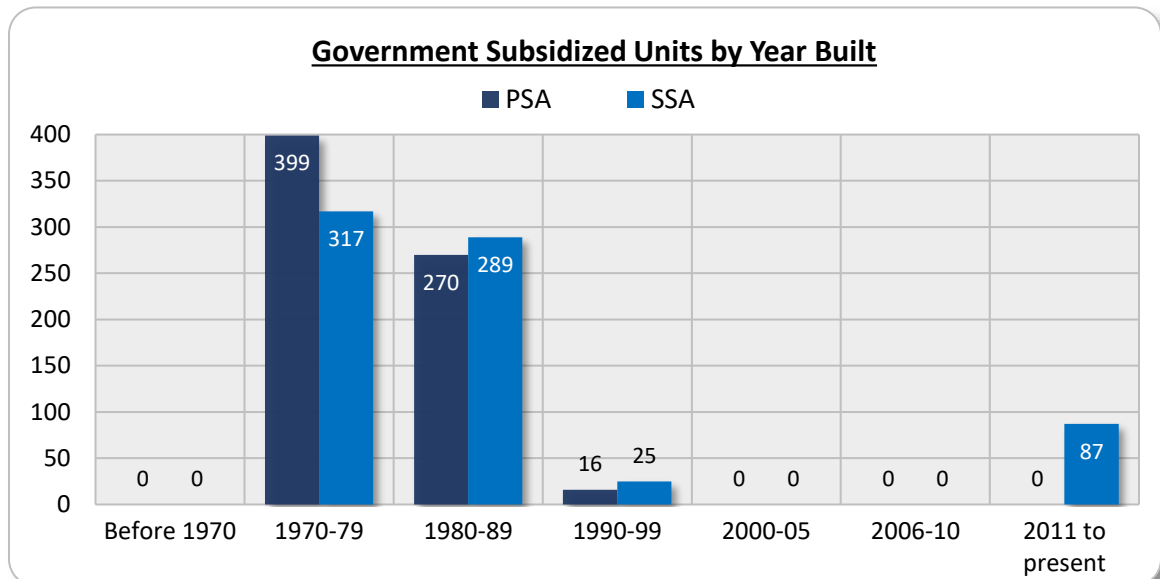
In the PSA, the subsidized Tax Credit units are 100.0% occupied. Given that most subsidized projects have long wait lists, very low-income renter households (making 50% or less of Area Median Household Income) have limited options available and likely must choose from either the non-subsidized multifamily housing options or non-conventional housing options, such as single-family homes and duplexes, or even mobile homes. Based on this analysis, it is clear that there is pent-up demand for subsidized housing in the county.

The following is a distribution of government-subsidized product surveyed by year built for the PSA and SSA:

Government-Subsidized by Year Built						
Year Built	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
Before 1970	0	0	0.0%	0	0	0.0%
1970 to 1979	3	399	0.0%	3	317	0.0%
1980 to 1989	2	270	0.0%	5	289	0.0%
1990 to 1999	1	16	0.0%	1	25	0.0%
2000 to 2005	0	0	0.0%	0	0	0.0%
2006 to 2010	0	0	0.0%	0	0	0.0%
2011 to 2022*	0	0	0.0%	3	87	0.0%

*As of December

The development of government-subsidized product in the PSA primarily occurred prior to 1990, with virtually all (over 97%) of the units built during this time. Of the surveyed properties, no subsidized units have been added to the market over the past twenty years.



*As of December

Representatives of Bowen National Research personally visited the surveyed rental projects within the county and rated the exterior quality of each property on a scale of "A" (highest) through "F" (lowest). All properties were rated based on quality and overall appearance (i.e., aesthetic appeal, building appearance, landscaping and grounds appearance). The following is a distribution of the subsidized housing supply by quality rating.

Government-Subsidized by Quality Ratings						
Quality Rating	PSA (Muskegon)			SSA (Balance of County)		
	Projects	Units	Vacancy Rate	Projects	Units	Vacancy Rate
B+	-	-	-	1	15	0.0%
B	1	59	0.0%	5	223	0.0%
B-	2	250	0.0%	2	189	0.0%
C+	2	176	0.0%	4	291	0.0%
C	1	200	0.0%	-	-	-

Most of the subsidized product in the PSA is considered to have a quality rating of “B-.” However, there are a few hundred units rated “C+” or lower, indicating that lower quality product exists in the market.

We also evaluated the potential number of existing subsidized affordable housing units that are at risk of losing their affordable status. A total of 12 properties in the PSA (Muskegon) operate as subsidized projects under a current HUD contract. Because these contracts have a designated renewal date, it is important to understand if these projects are at risk of an expiring contract in the near future that could result in the reduction of affordable rental housing stock (Note: Properties with HUD contract renewal or expiration dates within five years are shown in **red**).

Expiring HUD Contracts - Muskegon, Michigan					
Property Name	Total Units	Assisted Units	Expiration Date	Program Type	Target Population
Barclay Senior Village	70	70	1/13/2035	Sec 8 NC	Senior
Bayview Tower	200	200	6/30/2033	HFDA/8 NC	Senior
Carriage House	124	59	11/30/2035	LMSA	Family
Hickory Village Apartments	180	180	2/29/2032	LMSA	Senior
Park Woods Apartments	100	100	10/31/2024	Sec 8 NC	Family & Senior
Pioneer Arbour	16	16	5/6/2031	202/8 NC	Disabled
Pioneer House-Ucpa	13	12	9/30/2022	202/8 NC	Disabled
Woodside Haven	46	45	9/30/2023	PRAC/202	Senior
Christian Manor	42	42	7/24/2033	202/8 NC	Family
Whispering Timbers	18	18	6/30/2023	PRAC/811	Disabled
Quail Meadows Apartments	120	120	9/29/2041	HFDA/8 NC	Family
Ten21 Apartments	62	11	7/31/2041	811 PRA DEMO	Family

Source: HUDUser.gov Assistance & Section 8 Contracts Database (Updated 12.30.22); Bowen National Research

While all HUD supported projects are subject to annual appropriations by the federal government, it appears that there are four projects in the city that have overall renewal dates within the past year or within the next two years and are at *potential* risk of losing their government assistance in the near future. Given the high occupancy rates and wait lists among the market’s surveyed subsidized properties, it will be important for the area’s low-income residents that the projects with pending expiring HUD contracts be preserved in order to continue to house some of the market’s most economically vulnerable residents.

According to a representative with the Muskegon Housing Commission, there are approximately 180 Housing Choice Vouchers issued within the housing authority's jurisdiction. Housing authority representatives indicated that over the past four years, between 37% and 60% of issued vouchers are returned annually due to the inability of voucher holders to find available housing or properties that would accept vouchers. The waiting list is closed, and it is unknown when the waiting list will reopen. This reflects the continuing need for affordable housing alternatives and/or Housing Choice Voucher assistance.

Maps illustrating the location of all multifamily apartments surveyed within the market are included on the following pages.

Appendix 5

Muskegon City

Population

31,468

Households

10,411

Median HH Income

\$34,891

Owner HH Income

\$45,837

Renter HH Income

\$25,442

Housing Costs

Owner Units

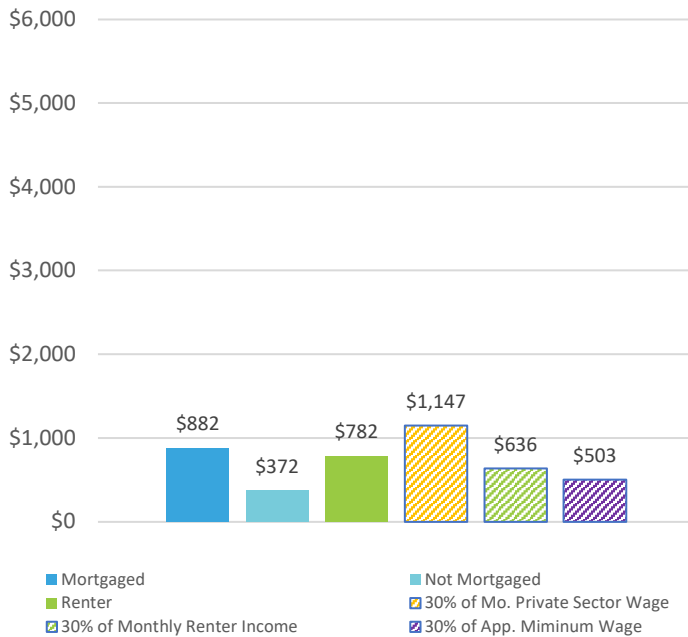
Home Value	\$52,173	2016 Value	\$53,331
Cost M/NM	\$882/\$372	Value ▲	-2.2%
\$17,391 To afford median home			

Renter Units

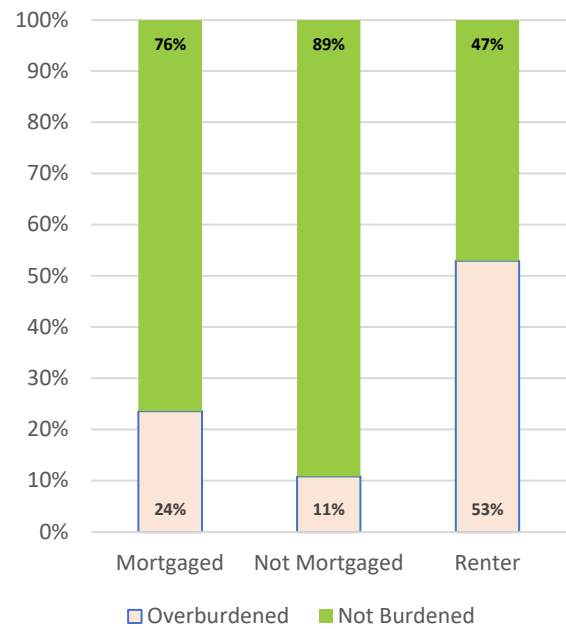
Gross Rent	\$782	2016 Rent	\$730
		Rent ▲	7.1%
\$31,280 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	12,802	Owner HH	49%	Renter HH	51%
Median Year Built	1945	% Built Pre-1970			83.8%
Median Move Year	2013	% Built After 2010			1.3%
Median Rooms	4.9	SF%	72.4%	MM%	15.7%
				MF%	10.7%

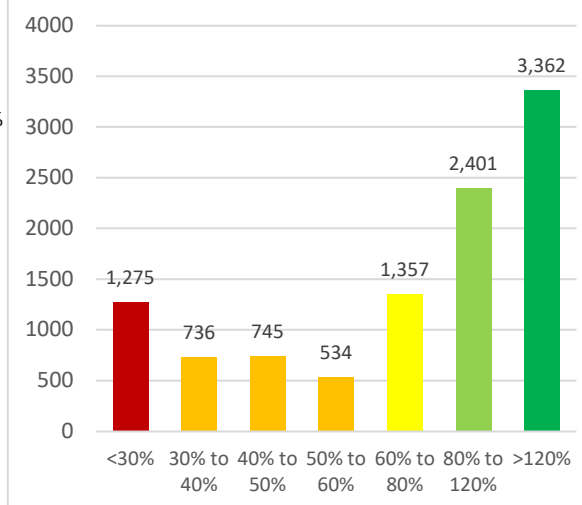
Vacancy Rates

Total	18.7%	Owner	0%	Renter	0.1%
Seasonal	0.6%	Other	12.5%	# V Rent	584
				# V Owner	83

Homeownership Rate by Race/Ethnicity

Black	46.3%	White	53.7%
Asian	0.0%	Other or Multiracial	49.8%
Am. Indian	41.4%	Hispanic	69.4%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Muskegon City

Housing Policy Indicators

Household Count and Growth

Household Change, 2016 to 2021
Household Count, 2021

Market

-5.5%
10,411

Partnership

5.3%
607,624

Housing Affordability

Home value / partnership income
Median Income, 2021
Median owner income, 2021
Median renter income, 2021
Median home value
Median gross rent
Income needed for median rent
Income needed for median value
Overburdened households

Market

Number	%	% Change
0.78	--	--
\$34,891	--	37.0%
\$45,837	--	16.9%
\$25,442	--	28.8%
\$52,173	--	-2.2%
\$782	--	7.1%
\$31,280	--	--
\$17,391	--	--
3,663	35%	-29.7%

Partnership

Number	%	% Change
--	--	--
\$66,906	--	15.3%
\$78,276	--	13.6%
\$38,135	--	17.1%
\$186,510	--	26.3%
\$936	--	12.0%
\$37,422	--	--
\$62,170	--	--
140,776	23.2%	-8.7%

Housing Quality and Vacancy

"Other" vacancy
Seasonal vacancy
For-Sale vacancy
For-Rent vacancy
Homes built pre-1940
Homes built post-1990

Market

Number	%	% Change
1,602	12.5%	-16.0%
73	0.6%	78.0%
83	0.6%	-66.0%
584	4.6%	59.1%
5,285	41.3%	--
914	7.1%	--

Partnership

Number	%	% Change
17,331	2.6%	-13.8%
47,247	7.1%	-5.1%
3,104	0.5%	-50.7%
6,237	0.9%	-7.3%
104,716	15.8%	--
235,045	35.4%	--

Other Market Indicators

Housing Policy Matchmaker Type*
Strength and Need Type**

Low Cost and Shrinking
Low Strength and High Need (Type II)

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	126	231	357
Market supply (vacant on market, adjusted for age)	74	436	510
5 year Market production goals (based on 75K units)	50	0	50
1 year Market production goals (based on 15K units)	10	0	10
5 year Partnership goals (based on 75K units)	7,025	6,566	13,591
1 year Partnership goals (based on 15K units)	1,405	1,313	2,718

Muskegon City

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	412	Total Amt/App	\$110,898	% Approved	69.7%
Total Conventional Apps	200	Conventional Amt/App	\$117,850	% Conv Apprvd	72.5%
Total Assisted Apps	212	Assisted Amt/App	\$104,340	% Asst Apprvd	67.0%
Applications by Race: White					
Total Apps	240	Total Amt/App	\$113,708	% Positive	75.0%
Total Conventional Apps	131	Conventional Amt/App	\$117,748	% Conv Positive	75.6%
Total Assisted Apps	109	Assisted Amt/App	\$108,853	% Asst Positive	74.3%
Applications by Race: Black					
Total Apps	99	Total Amt/App	\$98,535	% Positive	60%
Total Conventional Apps	33	Conventional Amt/App	\$102,879	% Conv Positive	69.7%
Total Assisted Apps	66	Assisted Amt/App	\$96,364	% Asst Positive	54.5%
Applications by Race: Asian					
Total Apps	2	Total Amt/App	\$40,000	% Positive	50.0%
Total Conventional Apps	2	Conventional Amt/App	\$40,000	% Conv Positive	50.0%
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Native American					
Total Apps	9	Total Amt/App	\$183,889	% Positive	66.7%
Total Conventional Apps	3	Conventional Amt/App	\$171,667	% Conv Positive	100.0%
Total Assisted Apps	6	Assisted Amt/App	\$190,000	% Asst Positive	50.0%
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Race Not Available					
Total Apps	62	Total Amt/App	\$120,645	% Positive	66.1%
Total Conventional Apps	30	Conventional Amt/App	\$140,333	% Conv Positive	66.7%
Total Assisted Apps	32	Assisted Amt/App	\$102,188	% Asst Positive	65.6%
Applications by Ethnicity: Hispanic					
Total Apps	21	Total Amt/App	\$99,762	% Positive	76.2%
Total Conventional Apps	8	Conventional Amt/App	\$91,250	% Conv Positive	62.5%
Total Assisted Apps	13	Assisted Amt/App	\$105,000	% Asst Positive	84.6%

Muskegon-Northeast

Population

45,001

Households

17,133

Median HH Income

\$57,718

Owner HH Income

\$64,374

Renter HH Income

\$29,210

Housing Costs

Owner Units

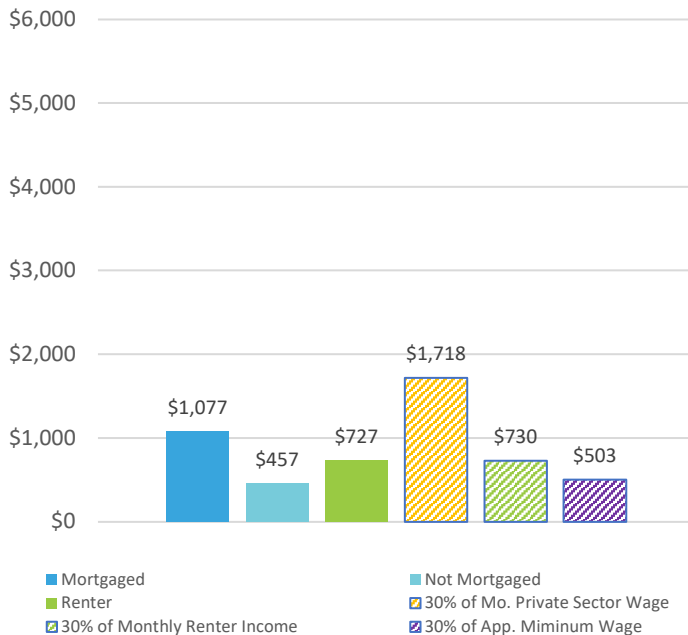
Home Value	\$122,491	2016 Value	\$108,876
Cost M/NM	\$1077/\$457	Value ▲	12.5%
\$40,830 To afford median home			

Renter Units

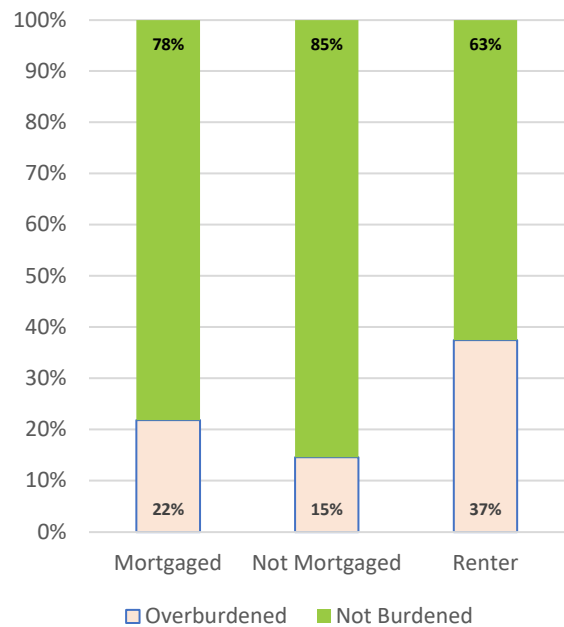
Gross Rent	\$727	2016 Rent	\$695
		Rent ▲	4.6%
\$29,080 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	18,925	Owner HH	81%	Renter HH	19%
Median Year Built	1976	% Built Pre-1970		39.3%	
Median Move Year	2009	% Built After 2010		3.2%	
Median Rooms	5.4	SF%	72.8%	MM%	5.6%
				MF%	7.9%

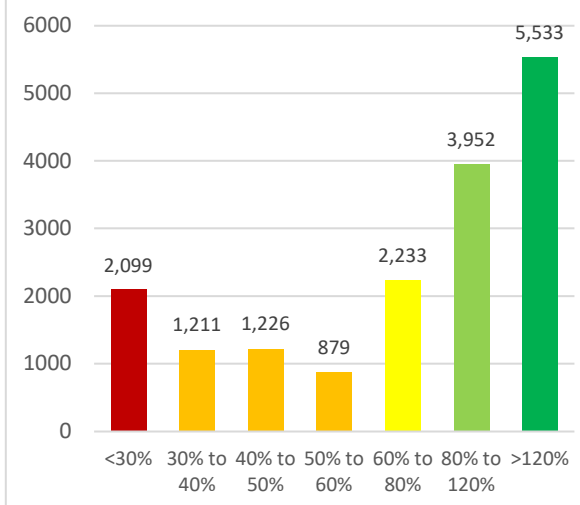
Vacancy Rates

Total	9.5%	Owner	0%	Renter	0%
Seasonal	3.1%	Other	3.0%	# V Rent	137
				#V Owner	242

Homeownership Rate by Race/Ethnicity

Black	46.6%	White	84.7%
Asian	100.0%	Other or Multiracial	59.8%
Am. Indian	81.1%	Hispanic	74.6%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Muskegon-Northeast

Housing Policy Indicators

Household Count and Growth

Household Change, 2016 to 2021
Household Count, 2021

Market

7.8%
17,133

Partnership

5.3%
607,624

Housing Affordability

Home value / partnership income
Median Income, 2021
Median owner income, 2021
Median renter income, 2021
Median home value
Median gross rent
Income needed for median rent
Income needed for median value
Overburdened households

Market

Number	%	% Change
1.83	--	--
\$57,718	--	22.5%
\$64,374	--	17.1%
\$29,210	--	43.8%
\$122,491	--	12.5%
\$727	--	4.6%
\$29,080	--	--
\$40,830	--	--
3,842	22%	-12.6%

Partnership

Number	%	% Change
--	--	--
\$66,906	--	15.3%
\$78,276	--	13.6%
\$38,135	--	17.1%
\$186,510	--	26.3%
\$936	--	12.0%
\$37,422	--	--
\$62,170	--	--
140,776	23.2%	-8.7%

Housing Quality and Vacancy

"Other" vacancy
Seasonal vacancy
For-Sale vacancy
For-Rent vacancy
Homes built pre-1940
Homes built post-1990

Market

Number	%	% Change
573	3.0%	-31.5%
585	3.1%	81.1%
242	1.3%	356.6%
137	0.7%	0.0%
1,639	8.7%	--
6,311	33.3%	--

Partnership

Number	%	% Change
17,331	2.6%	-13.8%
47,247	7.1%	-5.1%
3,104	0.5%	-50.7%
6,237	0.9%	-7.3%
104,716	15.8%	--
235,045	35.4%	--

Other Market Indicators

Housing Policy Matchmaker Type*
Strength and Need Type**

Low Cost and Growing
High Strength and Low Need (Type IV)

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	262	192	454
Market supply (vacant on market, adjusted for age)	97	42	139
5 year Market production goals (based on 75K units)	159	144	304
1 year Market production goals (based on 15K units)	32	29	61
5 year Partnership goals (based on 75K units)	7,025	6,566	13,591
1 year Partnership goals (based on 15K units)	1,405	1,313	2,718

Muskegon-Northeast

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	731	Total Amt/App	\$174,631	% Approved	83.0%
Total Conventional Apps	440	Conventional Amt/App	\$174,432	% Conv Apprvd	83.9%
Total Assisted Apps	291	Assisted Amt/App	\$174,931	% Asst Apprvd	81.8%
Applications by Race: White					
Total Apps	565	Total Amt/App	\$173,354	% Positive	82.8%
Total Conventional Apps	348	Conventional Amt/App	\$174,483	% Conv Positive	84.2%
Total Assisted Apps	217	Assisted Amt/App	\$171,544	% Asst Positive	80.6%
Applications by Race: Black					
Total Apps	27	Total Amt/App	\$190,556	% Positive	85%
Total Conventional Apps	8	Conventional Amt/App	\$181,250	% Conv Positive	87.5%
Total Assisted Apps	19	Assisted Amt/App	\$194,474	% Asst Positive	84.2%
Applications by Race: Asian					
Total Apps	5	Total Amt/App	\$197,000	% Positive	100.0%
Total Conventional Apps	3	Conventional Amt/App	\$165,000	% Conv Positive	100.0%
Total Assisted Apps	2	Assisted Amt/App	\$245,000	% Asst Positive	100.0%
Applications by Race: Native American					
Total Apps	1	Total Amt/App	\$185,000	% Positive	100.0%
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	1	Assisted Amt/App	\$185,000	% Asst Positive	100.0%
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Race Not Available					
Total Apps	114	Total Amt/App	\$175,351	% Positive	82.5%
Total Conventional Apps	70	Conventional Amt/App	\$172,714	% Conv Positive	78.6%
Total Assisted Apps	44	Assisted Amt/App	\$179,545	% Asst Positive	88.6%
Applications by Ethnicity: Hispanic					
Total Apps	35	Total Amt/App	\$172,143	% Positive	82.9%
Total Conventional Apps	20	Conventional Amt/App	\$147,000	% Conv Positive	85.0%
Total Assisted Apps	15	Assisted Amt/App	\$205,667	% Asst Positive	80.0%

Muskegon-Northwest

Population

16,221

Households

6,725

Median HH Income

\$74,825

Owner HH Income

\$77,950

Renter HH Income

\$64,285

Housing Costs

Owner Units

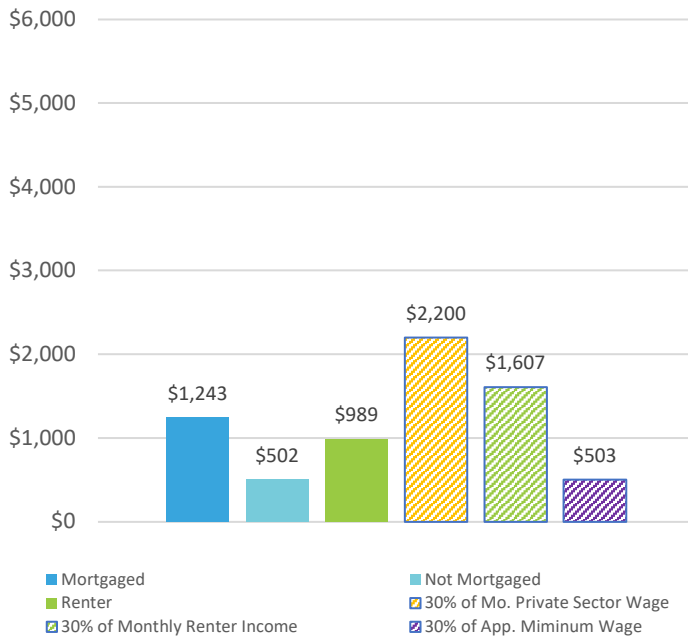
Home Value	\$173,493	2016 Value	\$140,137
Cost M/NM	\$1243/\$502	Value ▲	23.8%
\$57,831 To afford median home			

Renter Units

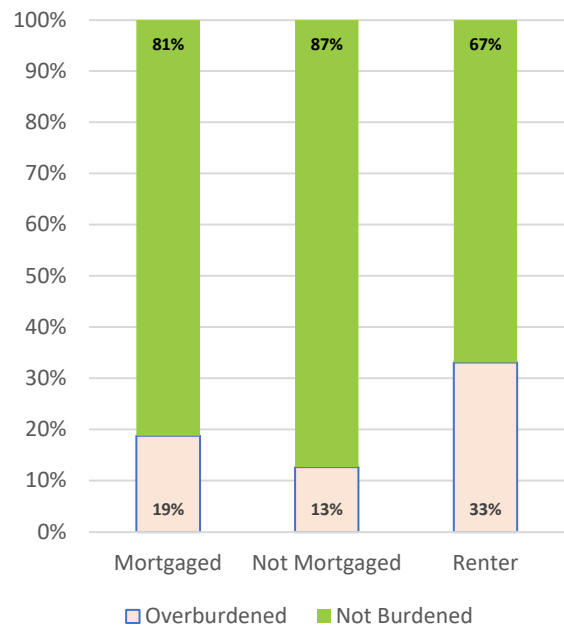
Gross Rent	\$989	2016 Rent	\$781
		Rent ▲	26.6%
\$39,560 To afford median gross rent			

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

Units	7,730	Owner HH	86%	Renter HH	14%
Median Year Built	1965	% Built Pre-1970		57.3%	
Median Move Year	2010	% Built After 2010		2.8%	
Median Rooms	6.2	SF%	87.2%	MM%	8.2%
				MF%	2.9%

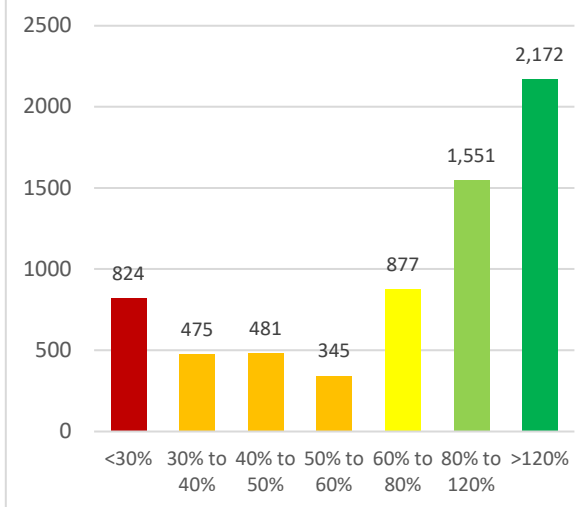
Vacancy Rates

Total	13%	Owner	0%	Renter	0%
Seasonal	6.2%	Other	4.2%	# V Rent	33
				#V Owner	90

Homeownership Rate by Race/Ethnicity

Black	79.5%	White	85.7%
Asian	94.6%	Other or Multiracial	84.9%
Am. Indian	100.0%	Hispanic	67.8%
Pacific Islnd	0.0%		

Number of Households by AMI Group



Muskegon-Northwest

Housing Policy Indicators

Household Count and Growth

Household Change, 2016 to 2021
Household Count, 2021

Market

0.0%
6,725

Partnership

5.3%
607,624

Housing Affordability

Home value / partnership income
Median Income, 2021
Median owner income, 2021
Median renter income, 2021
Median home value
Median gross rent
Income needed for median rent
Income needed for median value
Overburdened households

Market

Number	%	% Change
2.59	--	--
\$74,825	--	17.8%
\$77,950	--	10.6%
\$64,285	--	120.3%
\$173,493	--	23.8%
\$989	--	26.6%
\$39,560	--	--
\$57,831	--	--
1,258	19%	-14.1%

Partnership

Number	%	% Change
--	--	--
\$66,906	--	15.3%
\$78,276	--	13.6%
\$38,135	--	17.1%
\$186,510	--	26.3%
\$936	--	12.0%
\$37,422	--	--
\$62,170	--	--
140,776	23.2%	-8.7%

Housing Quality and Vacancy

"Other" vacancy
Seasonal vacancy
For-Sale vacancy
For-Rent vacancy
Homes built pre-1940
Homes built post-1990

Market

Number	%	% Change
322	4.2%	56.3%
482	6.2%	44.3%
90	1.2%	-46.7%
33	0.4%	-70.5%
1,162	15.0%	--
2,009	26.0%	--

Partnership

Number	%	% Change
17,331	2.6%	-13.8%
47,247	7.1%	-5.1%
3,104	0.5%	-50.7%
6,237	0.9%	-7.3%
104,716	15.8%	--
235,045	35.4%	--

Other Market Indicators

Housing Policy Matchmaker Type*
Strength and Need Type**

Moderate Cost and Stable
High Strength and Low Need (Type IV)

Gap Analysis 2021

	Owner Units	Renter Units	Total Units
Market demand (estimated annual moves)	100	91	190
Market supply (vacant on market, adjusted for age)	52	18	70
5 year Market production goals (based on 75K units)	46	70	116
1 year Market production goals (based on 15K units)	9	14	23
5 year Partnership goals (based on 75K units)	7,025	6,566	13,591
1 year Partnership goals (based on 15K units)	1,405	1,313	2,718

Muskegon-Northwest

Home Mortgage Disclosure Act Patterns, 2021

Total Apps	349	Total Amt/App	\$208,811	% Approved	80.8%
Total Conventional Apps	234	Conventional Amt/App	\$219,103	% Conv Apprvd	81.6%
Total Assisted Apps	115	Assisted Amt/App	\$187,870	% Asst Apprvd	79.1%
Applications by Race: White					
Total Apps	275	Total Amt/App	\$209,109	% Positive	83.3%
Total Conventional Apps	192	Conventional Amt/App	\$218,177	% Conv Positive	83.3%
Total Assisted Apps	83	Assisted Amt/App	\$188,133	% Asst Positive	83.1%
Applications by Race: Black					
Total Apps	9	Total Amt/App	\$156,111	% Positive	33%
Total Conventional Apps	1	Conventional Amt/App	\$325,000	% Conv Positive	0.0%
Total Assisted Apps	8	Assisted Amt/App	\$135,000	% Asst Positive	37.5%
Applications by Race: Asian					
Total Apps	2	Total Amt/App	\$160,000	% Positive	100.0%
Total Conventional Apps	1	Conventional Amt/App	\$235,000	% Conv Positive	100.0%
Total Assisted Apps	1	Assisted Amt/App	\$85,000	% Asst Positive	100.0%
Applications by Race: Native American					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Hawaiian or Pacific Islander					
Total Apps	0	Total Amt/App	\$0	% Positive	NA
Total Conventional Apps	0	Conventional Amt/App	\$0	% Conv Positive	NA
Total Assisted Apps	0	Assisted Amt/App	\$0	% Asst Positive	NA
Applications by Race: Race Not Available					
Total Apps	58	Total Amt/App	\$215,690	% Positive	75.9%
Total Conventional Apps	37	Conventional Amt/App	\$218,784	% Conv Positive	75.7%
Total Assisted Apps	21	Assisted Amt/App	\$210,238	% Asst Positive	76.2%
Applications by Ethnicity: Hispanic					
Total Apps	11	Total Amt/App	\$233,182	% Positive	54.5%
Total Conventional Apps	5	Conventional Amt/App	\$223,000	% Conv Positive	40.0%
Total Assisted Apps	6	Assisted Amt/App	\$241,667	% Asst Positive	66.7%

Appendix 6

Economy at a Glance

 Midwest Office 

Muskegon-Norton Shores, MI

Muskegon, MI

Data Series	Back Data	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024
Labor Force Data							
Civilian Labor Force ⁽¹⁾		82.6	81.1	81.2	80.5	81.7	^(p) 81.1
Employment ⁽¹⁾		77.7	76.6	77.1	76.4	77.4	^(p) 76.2
Unemployment ⁽¹⁾		5.0	4.5	4.0	4.1	4.3	^(p) 4.9
Unemployment Rate ⁽²⁾		6.0	5.5	5.0	5.1	5.2	^(p) 6.1
Nonfarm Wage and Salary Employment							
Total Nonfarm ⁽³⁾		66.6	66.4	66.2	65.8	66.2	^(p) 66.1
12-month % change		-0.6	-0.7	0.9	-0.2	0.2	^(p) -0.5
Mining, Logging, and Construction ⁽³⁾		2.7	2.7	2.7	2.6	2.6	^(p) 2.6
12-month % change		3.8	3.8	3.8	0.0	0.0	^(p) 4.0
Manufacturing ⁽³⁾		13.5	13.4	13.3	13.3	13.5	^(p) 13.5
12-month % change		0.7	0.0	-0.7	-1.5	0.0	^(p) -0.7
Trade, Transportation, and Utilities ⁽³⁾		14.8	14.8	14.7	14.7	14.9	^(p) 15.0
12-month % change		-1.3	0.0	0.0	-1.3	-2.0	^(p) -3.2
Information ⁽³⁾		0.3	0.3	0.3	0.3	0.3	^(p) 0.3
12-month % change		0.0	0.0	0.0	0.0	0.0	^(p) 0.0
Financial Activities ⁽³⁾		1.7	1.7	1.7	1.7	1.7	^(p) 1.7
12-month % change		-5.6	-5.6	0.0	0.0	0.0	^(p) 0.0
Professional and Business Services ⁽³⁾		3.3	3.3	3.4	3.5	3.5	^(p) 3.4
12-month % change		-5.7	-5.7	-5.6	-2.8	-2.8	^(p) -5.6
Education and Health Services ⁽³⁾		11.0	11.0	10.9	10.9	11.0	^(p) 10.9
12-month % change		-0.9	-1.8	0.9	0.0	0.0	^(p) -0.9
Leisure and Hospitality ⁽³⁾		9.8	9.7	9.2	8.8	8.6	^(p) 8.6
12-month % change		-1.0	-3.0	4.5	2.3	2.4	^(p) 3.6
Other Services ⁽³⁾		2.3	2.3	2.3	2.3	2.3	^(p) 2.3
12-month % change		-11.5	-8.0	4.5	4.5	4.5	^(p) 4.5
Government ⁽³⁾		7.2	7.2	7.7	7.7	7.8	^(p) 7.8
12-month % change		5.9	5.9	2.7	1.3	2.6	^(p) 1.3
Footnotes ⁽¹⁾ Number of persons, in thousands, not seasonally adjusted. ⁽²⁾ In percent, not seasonally adjusted. ⁽³⁾ Number of jobs, in thousands, not seasonally adjusted. See about the data . ^(p) Preliminary							

Data extracted on: February 14, 2025

Source: U.S. Bureau of Labor Statistics

Note: More data series, including additional geographic areas, are available through the "[Databases & Tables](#)" tab at the top of this page.

Geographically based survey data available from BLS:

Employment & Unemployment

- [Employment, Hours, and Earnings from the CES survey \(State and Area\)](#)
- [Local Area Unemployment Statistics](#)
- [Create Customized Maps -- Unemployment Rates](#)
- [Quarterly Census of Employment and Wages](#)
- [Occupational Employment Statistics](#)
- [Geographic Profile](#)

Prices & Living Conditions

- [Consumer Price Index](#)

Appendix 7

Muskegon Central-Park, LLC Proforma (Including Brownfield TIF)

Building Count: 6
Unit Count: 144

Construction Breakout:						Year Escalator		Monthly Rent	
Units per Building	Unit Style	Unit Count	Monthly Rent	Total Month	6%	Unit sq/ft	Rent sq/ft	Net sq/ft	With Escalator
2	One Bed/1BA - Standard 1st Floor	12	\$1,090	\$13,080	\$13,865	605	1.802	7260	\$1,155.40
2	One Bed/1BA - Standard 2nd Floor	12	\$1,100	\$13,200	\$13,992	605	1.818	7260	\$1,166.00
2	One Bed/1BA - Large 1st Floor	12	\$1,145	\$13,740	\$14,564	663	1.727	7956	\$1,213.70
2	One Bed/1BA - Standard 3rd Floor	12	\$1,145	\$13,740	\$14,564	605	1.893	7260	\$1,213.70
2	One Bed/1BA-Large 2nd floor	12	\$1,155	\$13,860	\$14,692	663	1.742	7956	\$1,224.30
2	One Bed/1BA-Large 3rd Floor	12	\$1,165	\$13,980	\$14,819	663	1.757	7956	\$1,234.90
2	Two Bed/2BA-Standard 1st Floor	12	\$1,345	\$16,140	\$17,108	904	1.488	10848	\$1,425.70
2	Two Bed/2BA-Standard 2nd Floor	12	\$1,360	\$16,320	\$17,299	904	1.504	10848	\$1,441.60
1	Two Bed/2BA- Large 1st Floor	6	\$1,405	\$8,430	\$8,936	1,047	1.342	6282	\$1,489.30
1	Two Bed/2BA- Large 2nd Floor	6	\$1,410	\$8,460	\$8,968	1,047	1.347	6282	\$1,494.60
1	Two Bed/2BA- Large 3rd Floor	6	\$1,415	\$8,490	\$8,999	1,047	1.351	6282	\$1,499.90
2	Two Bed/2BA-Loft 3rd Floor	12	\$1,370	\$16,440	\$17,426	1,060	1.292	12720	\$1,452.20
1	Three Bed/2BA-1st Floor	6	\$1,600	\$9,600	\$10,176	1,307	1.224	7842	\$1,696.00
1	Three Bed/2BA-2nd Floor	6	\$1,615	\$9,690	\$10,271	1,307	1.236	7842	\$1,711.90
1	Three Bed/2BA-3rd Floor	6	\$1,630	\$9,780	\$10,367	1,307	1.247	7842	\$1,727.80
24	Total Units	144			\$207,810	13,734		122,436	

Debt Service Coverage Ratio (DSCR)

NOI (Forecasted - Stabilized)	\$1,778,510	NOI	\$1,778,510
Mortgage and Interest Pmts	\$1,448,100	All Debt Service	\$1,766,100
Debt Service Coverage Ratio (DSCR)	1.23		1.01
		Excess Cash Flow	\$12,409

NOTE-
This Proforma factors in the PA 210 Abatement and TIF Reimbursement for 23 years as specified in the Brownfield Plan

SOURCES AND USES

Muskegon-Central Park, LLC

TOTAL UNITS: 144
COMMUNITY BLD: 1
TOTAL SF: 144,072

SOURCES	TOTAL
Traditional Bank Loan (80%)	\$ 21,142,016
Investor Equity / Cash (20%)	\$ 5,300,000
TOTAL SOURCES	\$ 26,442,016

USES / PROJECT COSTS	TOTAL
Land Acquisition Cost	\$ 800,616
Construction	\$ 14,638,700
MSHDA Demolition	\$1,417,375
MSHDA Asbestos/Lead Abatement	\$621,000
MSHDA Infrastructure Improvements (includes 15% contingency)	\$2,100,590
MSHDA Site Preparation (includes 15% contingency)	\$701,385
MSHDA Development of Housing Financing Gap	\$3,905,950
MSHDA Brownfield / Act 381 Work Plan Preparation	\$20,000
MSHDA Brownfield / Act 381 Work Plan Implementation	\$30,000
Guarantee Fee	\$385,000
Developer Fee	\$ 820,000
Soft Costs / Financing Fees/ Design / Entitlements / Holding / Mgmt	\$ 1,001,400
TOTAL USES / PROJECT COST	\$ 26,442,016

Appendix 8



March 4, 2025

RE: Muskegon-Central Park, LLC Liquidity Verification

1575 Watertower Place
East Lansing, MI 48823

To Whom It May Concern,

Please accept this letter as verification from Horizon Bank and acknowledgement that the above listed entity and various parties in ownership of Muskegon-Central Park, LLC (Borrower) maintain liquidity with the bank well in excess of 3.00% of the estimated Total Project Costs.

Please reach out with any questions related to this matter.

Best,

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Sam Ghannam
Market President, Lansing Market
Horizon Bank
1600 Abbot Road
East Lansing, MI 48823
P: 517.816.4137
M: 517.819.1969
sghannam@horizonbank.com

Beyond ordinary banking

Appendix 9

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

MUSKEGON - CENTRAL PARK, LLC

ID Number: 803350625

received by electronic transmission on March 03, 2025 ***, is hereby endorsed.***

Filed on March 03, 2025 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of March, 2025.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

MUSKEGON - CENTRAL PARK, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: STEVE CALVERLEY
2. Street Address: 1575 WATERTOWER PLACE
Apt/Suite/Other:
City: EAST LANSING
State: MI Zip Code: 48823

3. Registered Office Mailing Address:

P.O. Box or Street
Address:
Apt/Suite/Other:
City:
State: Zip Code:

Article V

(Insert any desired additional provision authorized by the Act.)
THE ENTITY WILL BE MANAGED BY ONE OR MORE MANAGERS.

Signed this 3rd Day of March, 2025 by the organizer(s):

Signature	Title	Title if "Other" was selected
Steve Calverley	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

**AMENDED AND RESTATED
PURCHASE AND SALE AGREEMENT**

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of the Effective Date, by and between **MELCOR, LLC**, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, MI 49444 (collectively, “Seller”), and **KRIMSON EXPLORATORY FUND, LLC**, a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (“Purchaser”). The “Effective Date” shall be the date this Agreement is fully executed by Seller and Purchaser. Seller and Purchaser each may, individually, be referred to as a “Party,” and together they may be referred to as the “Parties.”

Recitations

- A. WHEREAS, Seller is the owner of approximately 13.84 acres located at 1700 Oak Avenue in Muskegon, Michigan, 49442, identified as Muskegon County, MI, Parcel #: TBD, and more particularly described in the legal description attached hereto as Exhibit A (a sketch of the area is attached hereto, with a formal description to be supplied in the updated ALTA survey provided by the Seller pursuant to Section 5.4) and hereinafter referred to in this Agreement as the “Property”.
- B. WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement effectively dated July 26, 2023, which was later amended by a First Amendment to Purchase and Sale Agreement, dated October 10, 2023, and Second Amendment to Purchase and Sale Agreement, dated January 15, 2024 (collectively, “Original Agreement”)
- C. WHEREAS, the Original Agreement included the sale and purchase of 26 acres, however, the parties have agreed to the sale and purchase of the reduced acreage of the Property as defined above.
- D. WHEREAS, the Seller and Purchaser have negotiated changes to the terms of the Original Agreement due to the reduced acreage being purchased, and with regard to other matters.
- E. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property, and other rights in accordance with and subject to the terms and conditions and representations and warranties contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Seller and Purchaser agree as follows:

1. **Agreement of Purchase and Sale.** Purchaser agrees to purchase, and Seller agrees to sell, upon the terms and conditions set forth in this Agreement, the following:

- 1.1 The Property, including any and all improvements, tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining to the Property.
 - 1.2 *[intentionally omitted]*.
 - 1.3 To the extent transferable, any and all of Seller's rights in and to any licenses and permits related to the ownership or operation of the Property (the "Licenses").
 - 1.4 Any and all of Seller's rights, title and interest in any and all streets, roads or avenues, open or proposed, abutting, adjacent, contiguous or adjoining the Property, to the center line thereof.
 - 1.5 The right to utilize, along with Seller and other benefitted parties, any and all easements, strips and rights-of-way whether or not of record, abutting, adjacent, contiguous or adjoining the Property.
 - 1.6 Any and all right, title and interest of Seller in and to any and all air, mineral, oil, gas, timber and riparian rights in any way appertaining to the Property.
2. **Purchase Price/ Total Consideration.** Purchaser agrees to (i) pay to Seller Eight Hundred Thousand Six Hundred Sixteen and 00/100 dollars (\$800,616.00) for all of the Property and rights enumerated in Section 1 above, subject to adjustments and prorations as provided for in this Agreement ("**Purchase Price**"); and (ii) to enter into a contract with Melching Demolition for demolition of all structures on the Property with the exception of a four (4) stall maintenance building, at the cost of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) per the terms of the Demolition/Abatement Contract set forth in Exhibit C attached hereto, for total consideration of the Property in the amount of Two Million Three Hundred Thousand Six Hundred Sixteen and no/100 Dollars (\$2,300,616.00) ("**Total Consideration**")
- 2.1 **Earnest Money.** On September 11, 2023 Purchaser delivered to Seller One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) which was originally a loan. Seller delivered to Purchaser a Promissory Note and Mortgage to evidence the same. With the restatement of the Original Agreement and terms herein, the parties agree that upon the signing hereof: (a) the Promissory Note shall be marked "VOID" and returned to the Seller; (b) the Purchaser shall deliver an originally signed discharge of the Mortgage in the form attached hereto as Exhibit D, which shall be the Seller's responsibility to record; and (c) the One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with that interest that has accrued under the Promissory Note, being six percent (6%) interest per annum, calculated on the basis of a 365 day year and the actual number of days from September 11, 2023, to the Effective Date hereof, is hereinafter

deemed a refundable earnest money deposit ("**Earnest Money**"). In the event this Agreement is not terminated prior to the end of the Inspection Period (defined below), the Earnest Money will become non-refundable at the end of the Inspection Period and be a credit towards the Purchase Price at Closing or otherwise be Seller's remedy under Section 13.2.

2.2 Demolition/Abatement Contract/Price Adjustment. Prior to the Closing Date, the Purchaser shall enter into a Demolition/Abatement Contract with Melching Demolition for the demolition of all structures on the Property with the exception of a four (4) stall maintenance building, at the cost of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) ("**Demolition Costs**"). The Demolition Costs will be deposited by Purchaser with the Title Company at Closing and paid out to Melching Demolition in draws as work is completed. Demolition must be completed in accordance with the Demolition/Abatement Contract within 120 days of Closing.

2.3 Title Company. The title company shall be Transnation Title Agency, 570 Seminole Road, #102, Muskegon, Michigan 49444, and Suzanne Balcom shall act as Escrow Officer ("**Title Company**"), and the Title Company shall be directed to provide proof of deposit(s) to Seller upon receipt.

3. Payment of the Purchase Price. The balance of the Purchase Price shall be paid at the time of closing ("**Closing**") in the following manner: Purchaser shall pay by federal wire transfer to the Title Company (to be disbursed to an account designated by Seller) or by a certified or cashier's check an amount equal to the Purchase Price less the sum of: (a) the Earnest Money referred to in Section 2 above; and (b) the adjustments and prorations provided for in this Agreement.

4. Transfer Documents. Seller shall convey and transfer its interest in all of the Property and rights enumerated in Section 1 above by the following instruments and documents.

4.1 Seller shall convey title to the Property by warranty deed (or warranty deeds if necessary) acceptable to Purchaser and the Title Company as good and sufficient to convey marketable and insurable title to the Property in the title condition provided for in this Agreement plus all of the divisions to which Seller may be entitled under Section 108 of the Land Division Act, 1967 PA 208;

4.2 (*intentionally omitted.*); and

4.3 Seller and Purchaser shall execute and deliver any other Closing or transfer documents that Purchaser and Seller may reasonably require.

5. Title Requirements.

- 5.1 **Title Commitment.** Seller, at Seller's sole expense, will order from the Title Company within five (5) Business Days of full execution of this Agreement by both parties, and to be delivered to Purchaser: (a) an updated commitment for an owner's policy of title insurance without standard exceptions for the reduced land being purchased (the "**Title Commitment**"); and (b) legible copies of all documents identified in the title commitment as exceptions to the title (the "**Title Documents**"). For purposes of this Agreement, the phrase "**Business Days**" shall mean the days of the week other than Saturday, Sunday, or a day on which banking institutions in Lansing, Michigan are obligated or authorized by law or executive action to be closed to the transaction of normal banking business. The Title Commitment shall be issued by the Title Company, in the amount of not less than the Purchase Price as may be adjusted pursuant to this Agreement, bearing an effective date later than the date of this Agreement and insuring title to the Property to be in good and marketable condition free and clear of any liens and encumbrances except those liens, encumbrances, easements and other matters which are acceptable to Purchaser.
- 5.2 **Title.** As of the Closing, Seller will have full, complete, absolute and indefeasible title to all of the Property which is the subject of this Agreement, free and clear from all liens, claims, encumbrances, charges, pledges, mortgages, security agreements or rights of whatever nature, all easements establishing storm water, roadway and utility rights and obligations for the Property, together with such other easements, burdens and restrictions of record which will not, in the sole discretion of Purchaser, interfere with Purchaser's intended use of the Property as an apartment community, or otherwise materially or detrimentally affect the value of the Property ("**Permitted Exceptions**"). Seller agrees to certify and provide any information or evidence required by the Title Company for the issuance of additional endorsements required for all additional coverage ordered and paid for by Purchaser.
- 5.3 **Removing Unpermitted Exceptions.** Purchaser shall have fifteen (15) Business Days from the date of receipt by Purchaser of the last of the Title Commitment, Title Documents and Survey (as defined below) ("**Title Review Period**") to review the same and advise Seller of any objections. In the event Purchaser timely objects to any matters of title reflected in the Title Commitment or exception documents identified therein, or reflected in the Survey (the "**Title Objections**"), Seller shall have **fifteen (15)** days from the date of receipt by Seller of written notice of the Title Objections ("**Seller's Cure Period**") to have the Title Objections cured by: (a) removing the unacceptable title exceptions from the commitment or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions; and (b) resolving to Purchaser's satisfaction any Survey exceptions.

- 5.4 **Survey.** Within five (5) Business Days of full execution of this Agreement by both parties, Seller shall order, at Seller's sole expense, an updated ALTA survey of the Property for the reduced land being purchased, inclusive of any buildings, structures, and improvements (if any), as well as any and all easements of record, prepared by a registered land surveyor licensed in the State of Michigan and certified later than the date of this Agreement ("Survey"), and provide the Survey to the Purchaser when it becomes available.
- 5.5 **Curing Survey Defects.** Purchaser shall have the time period provided in Section 5.3 above to provide notice to Seller of any objections to the Survey ("Survey Defects"). Seller shall, within three (3) Business Days after receipt of the notice of Survey Defects, notify Purchaser whether Seller elects to cure the Survey Defects. If Seller elects to cure, Seller shall have ten (10) Business Days from the date of receipt by Seller of the written notice from Purchaser of Survey Defects to correct such Survey Defects.
- 5.6 **Purchaser's Election.** If any Title Objections or Survey Defects cannot be cured within the specified time; or if Seller shall elect not to cure any Title Objection or Survey Defect (other than one concerning a monetary lien, claim, mortgage, encumbrance or security instrument); or if Seller is unable or unwilling to obtain endorsements from the title insurer satisfactory to Purchaser and Purchaser's lender, in their sole discretion, and at Seller's sole expense, Purchaser may either (A) elect to take title to the Property on the expiration of the Inspection Period subject to any Title Objections or Survey Defects not then cured (in which event such objections and defects shall be deemed included in the definition of Permitted Exceptions) or, in the alternative, (B) Purchaser may terminate this Agreement by giving notice to Seller prior to the Purchaser obtaining city and state gap funding approval.
- 5.7 **Effect of Termination.** In the event that this Agreement is terminated by Purchaser pursuant to Section 5.6 above, this Agreement shall thereupon become null and void and the parties shall have no further obligations with respect to each other and Seller shall cooperate as needed with the Title Company to return all of the Earnest Money to Purchaser.

6. **Indemnification.**

- 6.1 **Indemnification by Seller.** Seller, by executing this Agreement, agrees to indemnify, defend and hold harmless Purchaser, its partners, members, employees, and agents, from any and all liabilities, claims, demands, causes of action, or other matters arising from (i) any material breach of any of Seller's representations and warranties as to Seller's covenants and agreements set forth herein except those liabilities specifically and expressly assumed by Purchaser pursuant to this Agreement; and (ii) from

any and all third party claims arising out of events prior to the Closing Date regardless of when such claims are made. Such indemnification includes, but is not limited to costs, attorneys' fees, paralegal fees, and expert witness fees (including attorneys and paralegal fees on appeal) reasonably incurred in connection with the defense of any claim against Purchaser by any party.

6.2 **Indemnification by Purchaser.** Purchaser, by executing this Agreement, agrees to indemnify Seller and hold Seller, its members, employees and agents harmless from and against any and all claims, demands, liabilities, causes of action, costs and expenses of every nature and kind which Seller may sustain at any time: (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property after the Closing; or (ii) by reason of the material untruth, breach, misrepresentation or non-fulfillment of any covenant or representation made by Purchaser in this Agreement or in any document or agreement delivered in connection with this Agreement. Such indemnification includes, but is not limited to costs, attorneys' fees, paralegal fees, and expert witness fees (including attorneys and paralegal fees on appeal) reasonably incurred in connection with the defense of any claim against Seller by any party.

7. **Possession.** Seller shall deliver possession of the Property on the Closing Date.
8. **Prorations.** Property taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. Taxes which are first billed in the year of Closing will be prorated so that Seller will pay taxes from the first of the year to Closing Date and Purchaser will pay taxes for the balance of the year, including the day of Closing. If any bill for taxes is not issued as of the date of Closing, then the current taxable value and tax rate and any administrative fee will be substituted and prorated. Seller shall at or before Closing pay all delinquent taxes on the Property including penalties, interest, and other charges. Any assessments or special assessments, capital charges or payback agreement which relate to the installation of improvements, and which arose prior to the date of Closing, or which have been levied or confirmed as of the date of Closing, shall be the sole and absolute responsibility of the Seller, and shall be paid and discharged by Seller in full at time of Closing, whether same are payable in installments or otherwise. Any "roll back" real property taxes or taxes for ending enrollment of the Property under Michigan PA 116 (the Michigan Farmland and Open Spaces Preservation Act), or similar benefit programs, shall be paid solely by Seller.
9. **Risk of Loss.** If the Property is materially damaged or destroyed by a casualty or taken, in whole or part, by eminent domain between the date this Agreement is fully executed and the Closing Date, then Seller and Purchaser shall negotiate in good faith to adjust the Total Consideration to reflect the change in fair market value. If the parties cannot agree on an adjusted Total Consideration within twenty (20) days following receipt from Seller of notice of the applicable event (the "Election

Period”), then Purchaser shall elect, by giving written notice to Seller, either to: (A) terminate this Agreement and this Agreement shall thereupon be null and void and neither party shall have any rights or obligations hereunder and Purchaser shall have any and all of its Earnest Money returned; or (B) close the transaction contemplated by this Agreement, in which case Purchaser shall be entitled to any insurance proceeds (and Seller shall pay the amount of any applicable insurance deductible) or condemnation award resulting from such damage, destruction, condemnation or taking and shall have the absolute right to handle the negotiations and/or suit regarding same. If Purchaser fails to notify Seller by the expiration of the Election Period, Purchaser shall be deemed to have elected option B. It is understood and agreed that unless specifically addressed in this Agreement, all liabilities and responsibility for the Property and any costs, expenses, claims or damages associated therewith, shall be the responsibility of Seller up to the time of the Closing; and upon Closing and thereafter, all such liabilities and responsibilities shall be the responsibility of Purchaser.

10. **Warranties and Representations.**

10.1 **Mutual Representations.** Each party represents and warrants to the other that: (1) it has full power and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement; and (2) all necessary actions have been taken to authorize the signatories herein to execute and deliver this Agreement and the other documents and instruments contemplated by this Agreement.

10.2 **Evidence of Representations.** Each party shall, on or before the Closing Date, deliver to the other evidence in form and substance reasonably satisfactory to the party entitled to receipt thereof, evidence of the truth of the representations and warranties set forth in Section 10.1.

10.3 **Inducement.** Each party makes the representations and warranties made by it in order to induce the other to enter into this Agreement.

10.4 **Seller’s Representations and Warranties.** Seller represents and warrants that each of the following are true as of the date hereof and will be true as of the date of Closing and makes these representations and warranties with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Purchaser, and has been relied upon by Purchaser in connection herewith and shall survive for a period of one (1) year after the Closing of any sale made pursuant to this Agreement and the delivery of the warranty deed (or warranty deeds) and other closing documents.

10.4.1 **Litigation.** There is no litigation, claim, governmental proceeding or investigation of any kind or nature pending or threatened, or any orders, judgments of any court relating to Seller or any officer or partner of Seller or the Property, or

against Seller's title to or right to possess the Property and Seller has no knowledge or reason to believe that anyone other than Seller has any interest or right whatsoever in the Property.

10.4.2 Other Claims. Seller has received no notice and has no knowledge of any threatened or planned condemnation or regular or special assessment, or proceeding concerning same, affecting either the whole or any part of the Property, and no federal, state or local taxing authority has asserted any tax deficiency, lien or assessment against the Property of Seller or any officers of Seller.

10.4.3 Environmental Status. Except as may be disclosed in any reports obtained by Purchaser, no toxic or hazardous substance or waste, including without limitation any substance defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601 *et seq.* as amended), or any federal, state or local environmental law, ordinance, rule or regulation (collectively "Hazardous Materials") have been used, stored, generated, treated, released, spilled, discharged or otherwise disposed of by Seller on, in, under or otherwise affecting the Property during any period in which Seller was either the owner or occupier of the Property except in compliance with environmental laws. Moreover, Seller has not received any notice from any applicable governmental entity of the potential or actual existence of any Hazardous Materials on, in, under or otherwise affecting the Property. Seller has no knowledge that during Seller's ownership of the Property, Hazardous Materials were used, stored, generated, treated, released, spilled, discharged or otherwise disposed of by anyone on the Property in violation of any environmental laws. To Seller's Knowledge, there are no underground storage tanks or underground storage tank systems on, in or under the Property. Notwithstanding the foregoing, Purchaser acknowledges that Seller has informed it of the existence of asbestos in the decommissioned medical facilities on the Property which must be abated before further demolition can begin.

10.4.4 Other Obligations. Seller has not contracted for any services or employment and Seller has made no commitment or obligation which would bind Purchaser as successor in interest with respect to the Property that is not terminable upon thirty (30) days' notice. Seller has not granted any license or lease, nor has it received any transferable permit with respect to the Property.

- 10.4.5 Taxes and Assessments. No assessments for public improvements have been made against the Property which remain unpaid, including, without limitation, those for construction of sewer and water lines and mains, streets, sidewalks, and curbs. Seller has no knowledge and has received no notice of public improvements which have been ordered, threatened, announced, or contemplated and/or which have not heretofore been contemplated, assessed, and fully paid for.
- 10.4.6 Ownership. Seller is the equitable owner of the Property. Seller has not granted any option or rights of first refusal to third parties to acquire or purchase any interest in any of the Property that may impede Seller's performance under this Agreement or remain outstanding after the Closing.
- 10.4.8 Bankruptcy. As of the date of this Agreement, there are no attachments, executions or assignments for the benefit of creditors or voluntary proceedings in bankruptcy or under other debtor relief law pending, contemplated by, or (to Seller's knowledge, and the knowledge of Seller's member(s)) threatened against Seller, or otherwise affecting all or any of the Property, other than any such action against an individual tenant. Seller will, at Closing, reaffirm this representation.
- 10.4.9 Legal Compliance. Seller has not received notice of, and has no knowledge of, any violations of building and use restrictions, applicable laws, codes, ordinances and regulations of any governmental body or administrative agency and is not aware of any investigations relating thereto.
- 10.4.10 Condemnation. Seller is not aware of any notice and has no knowledge of any pending or threatened condemnation or similar proceeding affecting any of the Property, or any pending public improvements in or adjoining any of the Property that could in any manner affect any of the Property.
- 10.4.11 Right to Possession. Except as provided in recorded easements and other documents, no person, firm, or corporation has a right to possession or is in possession of the Property or any portion thereof, as a lessee or tenant of Seller or otherwise.
- 10.4.12 Non-Foreign Status. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code and Regulations promulgated thereunder, which Seller shall so certify at Closing.

- 10.4.13 Changed Circumstances. Seller shall promptly disclose in writing to Purchaser any change in any facts and circumstances which come to Seller's knowledge which would make any of the representations, warranties or covenants set forth herein materially inaccurate.
- 10.4.14 OFAC. Seller is not a "specially designated national and block person" on the most current list published by the U.S. Treasury Department of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the "**Executive Order**"); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.

11. Conditions; Acts Prior to Closing.

- 11.1 Condition of Property at Closing. Seller agrees to deliver possession of the Property in materially the same condition as exists on the date of this Agreement.
- 11.2 Acts Prior to Closing. Seller covenants with Purchaser that after the Effective Date of this Agreement, unless Purchaser consents in writing:
- 11.2.1 Seller shall not enter into any contracts relating to the maintenance or operation of the Property which will survive the Closing Date or are not terminable within thirty (30) days written notice, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.
- 11.2.2 Seller may not enter into any leases relating to the Property.
- 11.2.3 Seller shall not sell, transfer, assign, convey or dispose of any of its rights under this Agreement or in the Property.
- 11.2.4 Seller shall not grant any lien or encumbrance on or permit any additional lien or encumbrance on the Property.
- 11.2.5 Seller shall not grant any easement or right-of-way in or on the Property.
- 11.2.6 Seller shall not alter, modify, improve, or impair the Property in any respect, except in ordinary course of business.
- 11.2.7 Seller will not intentionally cause, suffer, or permit waste, depletion or any adverse change in the physical condition or any

part of the Property to occur after the date hereof and prior to Closing except for the asbestos abatement referred to in Section 10.4.3.

11.2.8 Seller shall permit Purchaser and Purchaser's agents, employees, contractors, and consultants' access to all areas of the Property at all reasonable times for the purpose of inspecting the Property.

11.3 **Conditions Precedent.** Seller and Purchaser agree that this Agreement and all obligations hereunder are subject to and conditioned upon the occurrence of the following conditions precedent to the Closing:

11.3.1 **Site Inspection Rights.** Purchaser, and Purchaser's agents, employees, contractors and consultants, shall have until such time as the city and state approves gap funding showing the city and state taxes will not exceed \$45,000 annually for the Property once construction is complete for a minimum period of thirty (30) years to secure all municipal approvals, assurance of Brownfield/TIF fundings, secure financing, conduct inspections, investigations, appraisals, tests and determinations of the Property as Purchase shall desire in order to determine, in Purchaser's sole opinion, that the condition of the Property is acceptable and that the Property is suitable for Purchaser's intended use of a multifamily residential community (the "**Inspection Period**"). Such inspections, investigations, appraisals, tests and determinations of the Property during the Inspection Period may include, but shall not be limited to, (i) reviewing title work; (ii) reviewing environmental reports; (iii) conducting soil tests of the Property and borings; (iv) reviewing the survey; (v) investigating the environmental conditions which exist at the Property (including a Phase I and Phase II environmental assessment) and the Property's compliance with all applicable state and federal environmental laws and regulations; (vi) holding discussions with Muskegon County regarding brownfield opportunities; (vii) acquisition of loan; (viii) determining the availability of any governmental approvals or permits; (ix) zoning to permit the intended use; and (x) receipt of all necessary permits and governmental approvals. The cost of any and all such inspections, investigations, appraisals, tests, and determinations shall be paid by the Purchaser except as expressly provided for otherwise under this Agreement. Any report obtained shall be kept confidential and disclosed only to those necessary to affect this transaction or to comply with applicable laws and regulations. In the event

Purchaser discovers an environmental condition to which it objects, Purchaser shall notify Seller of such objection. Seller shall have the right, but not the obligation, to correct such objection within thirty (30) days of notice of such objection which correction may be acceptable to Purchaser in its sole discretion. The Inspection Period expires when the Purchaser obtains approval for gap funding through the MSHDA pilot program from the City of Muskegon and the State of Michigan or five (5) days after the City of Muskegon and/or State of Michigan indicate that approval for the program will not occur. Purchaser will work diligently in good faith to timely seek such approvals. Notwithstanding anything to the contrary contained in this Section, Purchaser acknowledges and agrees that it shall not make or perform any invasive tests or inspections on, about or to the Property without Seller's prior written consent via email, which consent shall not be unreasonably withheld. Seller shall notify Purchaser of its decision to grant or to withhold its consent within three (3) Business Days following Seller's receipt of Purchaser's request for permission to perform any physical test or procedure. In the event Seller withholds its consent to Purchaser performing any physical test or procedure, Purchaser shall have the right to immediately terminate this Agreement, which will be of no further force or effect, and upon proper termination, the Title Company shall promptly return the Earnest Money to the Purchaser.

Purchaser and its agents, employees and independent contractors shall have an irrevocable license and right to enter the Property upon advanced coordination with Seller, for engineering, inspection and other purposes, including, but not limited to, feasibility studies, environmental inspections, the establishment of boundaries, and the examination of any and all utilities and/or mechanical devices or equipment contained on the Property. All such entries shall be at the risk of Purchaser and its agents, employees and independent contractors and Seller shall have no liability arising from these parties' entries. Purchaser shall restore the Property to the same condition that existed prior to such entry. Purchaser hereby indemnifies and holds Seller harmless from any and all loss, claim, actions, demands, and liability, including reasonable attorneys' fees, that may arise against Seller or the Property by virtue of Purchaser's actions in connection with this Agreement. The terms of this Section shall survive Closing or termination of this Agreement.

11.3.2 *(intentionally omitted.)*

- 11.3.2 **Document Inspection Rights.** Seller shall make available to Purchaser at Seller's offices, as Purchaser may request, during normal business hours and upon 48 hours' notice to Seller, all books, records, construction documents, demolition reports/estimates, supervising architect's reports, leases, contracts, drawings, plans and specifications, soil boring reports, environmental audits, inspection reports, permits, licenses, site plan approval, service and maintenance agreements, and other documents and instruments relating to the Property and in Seller's possession. Seller shall allow Purchaser to make copies of any or all of the foregoing at Purchaser's expense. Purchaser agrees to keep all information obtained by Purchaser from Seller or from its investigations confidential.
- 11.3.3 **Purchaser to Authorize Additional Work.** Within five (5) days of the full execution of this Agreement, Purchaser agrees to authorize Fishbeck and Progressive AE to complete the work necessary to submit the gap funding request to the city and state.
- 11.3.4 **Purchaser's Right to Terminate during Inspection Period.** At any time during the Inspection Period, Purchaser may, in Purchaser's sole opinion determine that the condition of the Property is not acceptable or that the Property is not suitable for Purchaser's intended use. Thereupon, Purchaser may in Purchaser's sole discretion, terminate this Agreement by delivering written notice to Seller, whereupon this Agreement shall thereafter be of no further force or effect, and the Earnest Money shall be returned by Purchaser. If Purchaser fails to notify Seller in writing within the aforementioned period that Purchaser is satisfied with, or that it waives the conditions, this right to terminate shall automatically expire and Purchaser shall be conclusively presumed to have waived the Inspection Period contingency. It is agreed that the conditions which are imposed upon Seller in this Section are for the benefit of Purchaser, and Purchaser may elect to waive any and all of such conditions and proceed to closing.
- 11.3.5 **Flood Plain.** Purchaser may terminate this Agreement if the Property or any portion thereof is located in a designated flood plain area.

12. **Closing Deliveries; Closing Date.**

12.1 **Closing Deliveries.** Unless the parties otherwise agree in writing, the Closing shall be conducted through a customary escrow arrangement with the Title Company, and on or before the Closing Date (as defined in 12.1.5, below), the parties shall proceed as follows:

12.1.1 **By the Seller.** The Seller shall execute and/or deliver each of the following:

12.1.1.1 The deed or deeds referred to in Section 4.1 hereof;

12.1.1.2 *intentionally omitted;*

12.1.1.3 Such other and further documents and instruments as may be reasonably required by Purchaser or its lender to be delivered on the part of the Seller to perform its obligations under this Agreement;

12.1.1.4 In addition to any and all outstanding Property taxes, and rollback taxes, Seller shall be responsible for State and County transfer taxes;

12.1.1.5 Seller shall be responsible for one-half (1/2) of the escrow fee charged by the Title Company

12.1.1.6 Seller shall be responsible for any and all real estate/broker commissions.

12.1.2 **By the Purchaser.** On the Closing Date, the Purchaser shall execute and/or deliver to the Seller each of the following:

12.1.2.1 The funds, documents, and instruments, if any, as required by Section 2 hereof;

12.1.2.2 Such other and further documents and instruments as may be reasonably required by Seller to be delivered on the part of the Purchaser;

12.1.2.3 Purchaser shall be responsible for one-half (1/2) of the escrow fee charges incurred from the Title Company;

12.1.2.4 Purchaser shall be responsible for all costs incurred in recording to evidence the sale of the Property.

12.1.4 **By All Parties.** On the Closing Date, each party shall execute and/or deliver to the other such other and further additional documents and undertakings as may be reasonably required by any of the parties, their counsel or the lender in order to carry into effect or to evidence the terms, conditions and purposes of this Agreement. Additionally, the parties will execute such documentation as is necessary to allow Seller (or its successors) to access utilities that may be brought to the Property for Purchaser's intended purpose, for an adjacent parcel owned by Seller. Access to such utilities for Seller's adjacent parcel shall be subject to (i) municipal approval, and (ii) reasonable proof to Purchaser that such access will not diminish the capacity needed for Purchaser's intended purpose.

12.1.5 **Closing Date.** Closing of the subject purchase transaction shall take place within thirty (30) days following expiration of the Inspection Period. Such date is herein referred to as the "Closing Date".

13. **Termination; Defaults and Remedies.**

13.1 **Seller's Default.** If Seller defaults in the performance of its obligations hereunder, then provided Purchaser is not also in default, Purchaser may, at its option, (a) specifically enforce the terms of this Agreement in a court of equity; or (b) terminate this Agreement and receive a reimbursement of out-of-pocket costs it incurred on the inspections, investigations, appraisals, tests and determination of the Property, in which event neither party shall have any other or further liability hereunder. This provision is not intended, and shall not act, to limit Seller's warranties under Section 10 (to the extent not otherwise limited by the terms of Section 10), or under any Closing documents.

13.2 **Purchaser's Default.** Except as otherwise expressly provided herein, in the event Purchaser defaults in the performance of its obligations hereunder, then provided Seller is not also in default, Seller shall, as its sole and exclusive remedy on account of Purchaser's default, receive the Earnest Money as liquidated damages and neither party shall have any further liability or obligation to the other. Purchaser acknowledges and agrees that actual damages in such event of default are uncertain in amount and difficult to ascertain and that the foregoing amount of liquidated damages have been reasonably determined by the parties.

14. **Brokers.**

Purchaser and Seller agree that no brokers other than Harbour Pointe Realty (Michael Murphy) of 12259 Cleveland Street, Nunica, Michigan 49448 are involved in this transaction. All brokerage fees are to be paid by Seller. For disclosure purposes only, Krimson LLC, an affiliate of Purchaser, is a Michigan licensed broker.

15. **Notices.** All notices required or permitted hereunder shall be given to the parties in writing and shall be personally delivered, timely deposited in a next business day/overnight delivery service or the United States next business day/overnight mail service, with all fees and/or postage prepaid, or transmitted by facsimile or electronic mail (provided transmittal of the same is electronically verified and a copy of said notice is also delivered via overnight delivery service) at their respective addresses and fax numbers/email addresses as set forth below. Any notice(s) timely deposited with a next business day/overnight delivery service or next business day/overnight mail service by the said parties to this Agreement shall be deemed delivered the next business day following such deposit. Any notice(s) timely transmitted by facsimile or by electronic mail to the parties at the facsimile numbers or e-mail addresses set forth below shall be deemed delivered upon receipt by the sending party of successful transmissions. If a party delivers a notice provided for in this Agreement in a different manner than discussed in this Section, such notice shall be effective as of the date the other party actually receives the notice. Any notice may be given on behalf of any party by its counsel. Notices shall be addressed as follows:

If to Seller at: Melcor, LLC
Attention: Douglas Melching
3662 Airline Road
Muskegon, Michigan 49444
Phone (616)837-1214
Email: doug@melchingdemo.com

With a copy to: Robert J. Zitta, Esq.
Scheuerle & Zitta, LLP
300 Washington Avenue, Suite 120
P.O. Box 212
Grand Haven, MI 49417
Phone: (616) 842-1470
Fax: (616) 842-1693
Email: bzitta@grandhavenlaw.com

If to Purchaser at: Krimson Exploratory Fund, LLC
Attn: Steven J. Calverley

1575 Watertower Place
East Lansing, MI 48823
Phone: (517)333-9622
Fax: (517) 333-9677
Email: steve@krimson.com

With a copy to: James F. Anderton, V, Esq.

Foster, Swift, Collins & Smith, PC
313 South Washington Square
Lansing, Michigan 48933
Phone: (517)371-8282
Fax: (517)371-8200
Email: janderton@fosterswift.com

16. **Miscellaneous.**

- 16.1 **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto and may not be modified except by instrument in writing signed by the parties hereto.
- 16.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 **Time of Essence.** Time is of the essence of this Agreement.
- 16.4 **Further Documents and Actions.** The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon the request of the other, execute and deliver such further documents and do such further actions and things as may be reasonably requested in order to fully effect the purposes of this Agreement.
- 16.5 **Assignment.** Purchaser shall have the right to assign this Agreement and its rights hereunder at any time prior to Closing without the consent of Seller to any entity in which Purchaser, or an affiliate if Purchaser, is the controlling party. In the event of such a transfer, the transferee shall assume the rights of the Purchaser and the Purchaser shall remain liable hereunder. Any other assignment shall not be made without Seller's consent, which shall not be unreasonably withheld. Seller shall not market or entertain other offers between acceptance of the LOI and the execution of this Purchase Agreement.
- 16.6 **Construction.** This Agreement shall not be construed more strictly against any one party than against any other party, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the parties hereto and their respective counsel have

contributed substantially and materially to the preparation of this Agreement.

- 16.7 **Third Party Beneficiaries.** Notwithstanding anything to the contrary contained herein, the parties hereto hereby expressly acknowledge and confirm that the terms and provisions set forth in this Agreement are intended to inure solely to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties hereto that no other person or entity shall be entitled, or shall be deemed to have any right, to rely on any term or provision herein contained to any extent or for any purpose whatsoever, nor shall any other person or entity have any right of action of any kind thereon or be deemed to be a third party beneficiary hereunder.
- 16.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which counterpart shall be deemed an original instrument and all of which together shall constitute a single Agreement. Facsimile or scanned pdf images of a signature will be of the same effect as an original.
- 16.9 **Amendment.** This Agreement may be amended only by a writing signed by all of the parties to be affected thereby.
- 16.10 **No Waiver of Rights.** Except as otherwise expressly provided herein, no failure or delay on the part of any party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision or condition hereof and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.
- 16.11 **Section Headings.** All section headings have been included herein solely for the convenience of the parties and shall not affect or govern to any extent the construction or interpretation of the express provisions of such sections.
- 16.12 **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but if any such provision is invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provision of the affected document.
- 16.13 **Non-Business Days.** Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-Business Day, then such period (or date) shall be extended until the immediately following Business Day.

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

SELLER:

MELCOR, LLC,
A Michigan limited liability company

By: _____
Douglas Melching
Its: President

Dated: April 15, 2024

PURCHASER:

KRIMSON EXPLORATORY FUND, LLC,
a Michigan limited liability company

By: Steven J. Calverley
Steven J. Calverley
Its: Manager

Dated: April 15, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

SELLER:

MELCOR, LLC,
A Michigan limited liability company

By: 
Douglas Melching
Its: President

PURCHASER:

KRIMSON EXPLORATORY FUND, LLC,
a Michigan limited liability company

By: _____
Steven J. Calverley
Its: Manager

EXHIBIT A

Legal Description

[to be determined by surveyor]

۱۳۸۵



EXHIBIT B

WARRANTY DEED

Made between:

Grantor:

whose address is:

and:

Grantee:

whose address is:

Witnesseth: the above named Grantor, in consideration of the sum noted on the Real Estate Transfer Tax Valuation Affidavit filed with the Register of Deeds,

the receipt of which is hereby acknowledged, does by this instrument convey and warrant unto the above named Grantee the land situated in the City of Muskegon, Muskegon County, Michigan, as described on Exhibit A attached, and subject to zoning ordinances, and those items reflected on the attached Exhibit B, if any, commonly known as:

Grantor further grants to Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Covenants herein shall be binding on and inure to the benefit of the respective heirs, successors and legal representatives of the Grantors and the Grantees.

See Real Estate Transfer Tax Valuation Affidavit for actual consideration.

Dated _____

Signed _____

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On this, the _____ day of _____, 2024, personally appeared before me, a Notary Public in and for the above named county, the person known to me to be _____ who, being by me duly sworn, did say that he is the _____ of _____, that the foregoing instrument was signed and sealed on behalf of the _____; and that said person acknowledged this instrument to be the free act and deed of the _____.

Notary Public,
My commission expires: _____

Drafted by and when recorded, return to:

Send Subsequent Tax Bills To:

Grantee

EXHIBIT A to WARRANTY DEED

[Legal Description]

EXHIBIT B to WARRANTY DEED

[Permitted Encumbrances]

EXHIBIT C

DISCHARGE OF MORTGAGE

Melcor, LLC, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, Michigan ("Mortgagor") executed a Mortgage ("Mortgage") in favor of **Krimson Exploratory Fund, LLC**, a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 ("Mortgagee"), dated January 17, 2024, and recorded in the Muskegon County Records on January 31, 2024, in Liber 4347, at Page 648, covering that property located in the of City of Muskegon, Muskegon County, Michigan, legally described as:

See Exhibit A attached hereto

commonly known as 1762 Wagner Avenue, Muskegon, Michigan 49442, PIN 61-24-122-300-0003-30 and 1788 Wagner Avenue, Muskegon, Michigan, 49442, PIN 61-24-122-300-0003-40.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Mortgagee does hereby certify that that certain Mortgage from Mortgagor recorded with the Muskegon County Register of Deeds in Liber 4347, at Page 648, is fully released and discharged.

-Signature contained on next page-

Dated as of this _____ day of _____, 2024.

KRIMSON EXPLORATORY FUND, LLC,
A Michigan limited liability company

By: _____
Steven J. Calverley
Its:

STATE OF MICHIGAN)
 : ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me a Notary Public, personally appeared the above-named Steven J. Calverley, as Manager of Krimson Exploratory Fund, LLC, a Michigan limited liability company, known to me to be the person named in and who executed the above instrument.

Notary Public

This instrument prepared by and
when recorded return to:

James F. Anderton, V
FOSTER SWIFT COLLINS & SMITH, P.C.
313 South Washington Square
Lansing, Michigan 48933

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT to the PURCHASE AND SALE AGREEMENT (the “1st Amendment”) is made effective as of OCTOBER 10, 2023, by and between MELCOR, LLC, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, MI 49444 (collectively, “Seller”), and KRIMSON EXPLORATORY FUND, LLC, a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (“Purchaser”). Seller and Purchaser each may, individually, be referred to as a “Party,” and together they may be referred to as the “Parties.”

Recitations

- A. The Parties entered into a Purchase and Sale Agreement, effectively dated July 26, 2023, (“the Agreement”) for that certain 26 acres located at 1700 Oak Avenue, Muskegon, Michigan 49442, identified as Muskegon County, MI, Parcel #:61-24-122-300-0003-00.
- B. Pursuant to Section 2.1 of the Agreement, the Purchaser provided an Earnest Money Loan to the Seller to purchase Former Parcels 13 and 14, being certain of the parcels of land excepted out of the legal description attached as Exhibit A to the Agreement.
- C. The Earnest Money Loan has been made, and the Seller has purchased Former Parcels 13 and 14.
- D. The Parties wish to amend Recitation A of the Agreement and Exhibit A to include Parcels 13 and 14 within the definition of the “Property”.

NOW, THEREFORE, pursuant to the understandings of the Parties as set forth above, Seller and Purchaser agree as follows:

- 1. Recitation A. is deleted in its entirety and replaced as follows:

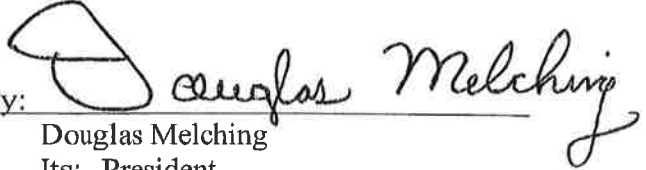
“A. Seller is the owner of land located at 1700 Oak Avenue in Muskegon, Michigan, 49442, identified as Muskegon County, MI, Parcel #:61-24-122-300-0003-00; 61-24-122-300-0003-30, and 61-24-122-300-0003-40, and more particularly described in the legal description attached hereto as Exhibit A and hereinafter referred to in this Agreement as the “Property”.
- 2. Exhibit A to the Agreement is deleted in its entirety and replaced in the form attached hereto.
- 2. This 1st Amendment may be executed in several counterparts, each of which counterpart shall be deemed an original instrument and all of which together shall constitute a single Agreement. Facsimile or scanned pdf images of a signature will be of the same effect as an original.

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have executed this 1st Amendment effective as of the date first set forth above.

SELLER:

MELCOR, LLC,
A Michigan limited liability company

By: 
Douglas Melching
Its: President

PURCHASER:

KRIMSON EXPLORATORY FUND, LLC,
a Michigan limited liability company

By: 
Steven J. Calverley
Its: Manager

EXHIBIT A

Legal Description

PARCEL 17-A:

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 that is 750.77 feet South 00 degrees 10 minutes 00 seconds East of the West 1/4 corner of Section 22; thence North 88 degrees 59 minutes 00 seconds East, 476.68 feet; thence North 02 degrees 06 minutes 10 seconds West, 295.47 feet; thence North 89 degrees 50 minutes 00 seconds East, 1.35 feet; thence South 65 degrees 27 minutes 17 seconds East, 121.09 feet; thence North 88 degrees 44 minutes 43 seconds East, 98.19 feet; thence South 01 degrees 44 minutes 05 seconds East, 97.05 feet; thence North 89 degrees 08 minutes 54 seconds East, 284.84 feet; thence North 01 degrees 15 minutes 17 seconds West, 99.05 feet; thence North 88 degrees 44 minutes 43 seconds East, 214.30 feet; thence North 00 degrees 32 minutes 46 seconds West, 509.95 feet to the East-West 1/4 line of Section 22; thence North 88 degrees 44 minutes 43 seconds East, 444.45 feet along said East-West 1/4 line; thence South 00 degrees 10 minutes 00 seconds East, 1074.38 feet along the East line of the West 1617.0 feet of said SW 1/4; thence South 89 degrees 01 minutes 03 seconds West, 36.85 feet along the North line of the South 253.0 feet of the North 1/2 of said SW 1/4; thence North 01 degree 01 minutes 00 seconds West, 140.91 feet along the East boundary of Amended Plat of Lots 11 thru 20, Vacated Wells Avenue (Private) and the Vacated Portion of Riley Street (Private) of Osteopathic Medical Plat No. 2; thence South 88 degrees 59 minutes 00 seconds West, 377.18 along the North line of Vacated Wells Avenue; thence South 01 degrees 01 minutes 00 seconds East, 27.00 feet; thence South 88 degrees 59 minutes 00 seconds West, 225.32 feet; thence South 01 degrees 01 minutes 00 seconds East, 366.55 feet along the West boundary of said Amended Plat and along the West boundary of Osteopathic Medical Plat; thence South 89 degrees 01 minutes 03 seconds West, 981.58 feet along the South line of the North 1/2 of said SW 1/4 to the West line of said Section 22; thence North 00 degrees 10 minutes 00 seconds West, 568.92 feet along said West line to the Point of Beginning.

Together with an easement for ingress and egress reserved in Liber 3822, Page 681.

EXCEPT:

Parcel 12:

Lots 30-33, inclusive, and that part of Wells Avenue (Private) Northerly adjacent to Lots 26, 27 and 29, Amended Plat of Lots 11 Thru 20, Vacated Wells Avenue (Private) and the Vacated Portion of Riley Street (Private) of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16. (Formerly: The Northerly 25.00 feet of Lot 11, Osteopathic Medical Plat No. 2, part of the Southwest 1/4, Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 21 of Plats, Page 30).

Parcel 17-A-1:

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16, extended North that is 162.00 feet North 01 degrees 01 minutes West of the Northwest corner of said Osteopathic Medical Plat No. 2; thence North 01 degrees 01 minutes West 116.00 feet along said West line extended; thence North 88 degrees 59 minutes East 125.00 feet; thence South 01 degrees 01 minutes East 116.00 feet; thence South 88 degrees 59 minutes West 125.00 feet to the point of beginning.

Parcel 17-A-2:

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point that is 162.00 feet North 01 degrees 01 minutes West along the West line of Osteopathic Medical Plat No. 2 extended North and 125.00 feet North 88 degrees 59 minutes East of the Northwest corner of Osteopathic Medical Plat No. 2; thence North 01 degrees 01 minutes West 156.00 feet; thence North 88 degrees 59 minutes East 105.00 feet; thence South 01 degrees 01 minutes East 156.00 feet; thence South 88 degrees 59 minutes West 105.00 feet to the point of beginning.

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made this 15th day of January, 2024, by and between **Melcor, LLC**, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, Michigan 49444, (the "Seller") and **Krimson Exploratory Fund, LLC**, a Michigan limited liability company, whose address is 1575 Watertower Place, East Lansing, Michigan 48823 (the "Purchaser"), with regard to the following facts and circumstances and as follows:

Statement of Background Information

A. The parties entered into a Purchase Agreement with an effective date of July 26, 2023, as amended by a First Amendment to Purchase and Sale Agreement, dated October 10, 2023 (collectively, the "Agreement") for the sale and purchase of lands and premises commonly known as 1700 Oak Avenue, Muskegon, Michigan 49442 (Parcel No. 61-24-122-300-0003-00) (the "Hospital Property")

B. Purchaser desired that two (2) additional office building properties commonly known as 1762 Wagner Avenue and 1788 Wagner Avenue (collectively the "Wagner Properties") be included in the transaction, however Seller had not acquired the Wagner Properties at the time of the negotiation of the Agreement.

C. An affiliated entity of Seller, 1762 - 1788 Wagner Avenue, LLC (the "Wagner LLC") acquired the Wagner Properties.

D. The Wagner LLC has now deeded the Wagner Properties to Seller by virtue of a certain Quit Claim Deed dated December 18, 2023 and recorded December 18, 2023 in Liber 4345 of Muskegon County Records at Page 139. A copy of such Deed is attached hereto as Exhibit "1".

E. Seller is now in a position, by virtue of Exhibit "1", to convey title to the lands and premises described in Exhibit "A" of the Agreement without the exceptions for the Wagner Properties.

F. The parties desire to amend the Agreement to confirm the inclusion of the Wagner Properties in the transaction described herein.

G. The Agreement in paragraph 11.3.1 gives Purchaser one hundred eighty (180) days (the "Initial Inspection Period") to determine whether it wishes to proceed further with the transaction, and, if so, then a deposit of certain Extension Money is required under the provisions of paragraph 2.2. The parties agree that the Initial Inspection Period ends on January 15, 2024.

H. The parties, however, have agreed that the Initial Inspection Period should be extended to a new ending date of April 15, 2024, and that delivery of the Extension Money is not required until that date if the Agreement has not been terminated by Purchaser.

I. Pursuant to paragraph 16.9 of the Agreement an amendment is to be in writing and executed by both parties.

Statement of Agreement

NOW, THEREFORE, for a good and valuable consideration, deemed by the parties to be actual and adequate, they agree as follows:

1. That the Agreement is hereby amended to delete Exhibit "A" and to substitute in its place, as the legal description for the lands and premises referred to as the "Property" to be the legal description attached hereto as Exhibit "X".

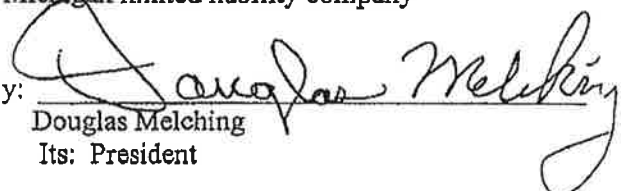
2. The Initial Inspection Period as provided in the Agreement is hereby extended to an ending date of April 15, 2024 and that Purchaser is not required to deposit any Extension Money until that date if the Agreement has not been terminated by Purchaser.

3. All of the other terms and provisions of the Agreement not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

SELLER:

Melcor, LLC,
a Michigan limited liability company

By: 
Douglas Melching
Its: President

PURCHASER:

Krimson Exploratory Fund, LLC,
a Michigan limited liability company

By: _____
Steven J. Calverley
Its: Manager

I. Pursuant to paragraph 16.9 of the Agreement an amendment is to be in writing and executed by both parties.

Statement of Agreement

NOW, THEREFORE, for a good and valuable consideration, deemed by the parties to be actual and adequate, they agree as follows:

1. That the Agreement is hereby amended to delete Exhibit "A" and to substitute in its place, as the legal description for the lands and premises referred to as the "Property" to be the legal description attached hereto as Exhibit "X".

2. The Initial Inspection Period as provided in the Agreement is hereby extended to an ending date of April 15, 2024 and that Purchaser is not required to deposit any Extension Money until that date if the Agreement has not been terminated by Purchaser.

3. All of the other terms and provisions of the Agreement not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first set forth above.

SELLER:

Melcor, LLC,
a Michigan limited liability company

By: _____
Douglas Melching
Its: President

PURCHASER:

Krimson Exploratory Fund, LLC,
a Michigan limited liability company

By: Steven J. Calverley 1-15-24
Steven J. Calverley
Its: Manager

Exhibit "1"



Received & Sealed for Record
MARK F. FAIRCHILD REGISTER OF DEEDS
Muskegon County Michigan
12/18/2023 04:26 PM Liber: 4345 Page: 139

MARK F. FAIRCHILD Liber: 4345 Page: 139
REGISTER OF DEEDS PAGE: 1 of 3
Muskegon County Michigan 12/18/2023 04:26 PM
D02 5810719

QUIT CLAIM DEED

The Grantor, 1762 - 1788 Wagner Avenue, LLC, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, Michigan, 49444, QUIT CLAIMS to the Grantee, Melcor, LLC, a Michigan limited liability company, whose address is 3662 Airline Road, Muskegon, Michigan 49444, the following lands and premises situated in the City of Muskegon, County of Muskegon, and State of Michigan, described as follows, to wit:

See attached Exhibit "A"

(Commonly known as 1762 Wagner Avenue and 1788 Wagner Avenue, Muskegon, Michigan 49442; Tax Parcel Nos. 61-24-122-3300-0003-30 and 61-24-122-360-0003-40)

for the sum of ONE AND NO/100 (\$1.00) DOLLAR, and other good and valuable consideration, subject to easements and building and use restrictions of record, if any.

This conveyance is exempt from Real Estate Transfer Tax, the actual consideration being less than \$100 per MCL 207.505(a) and MCL 207.526(a).

IN WITNESS WHEREOF, this instrument has been executed this 18th day of December, 2023.

1762 - 1788 WAGNER AVENUE, LLC


By: Douglas Melchior
Its: sole Member

STATE OF MICHIGAN)
) ss
COUNTY OF Muskegon)

The foregoing instrument was acknowledged before me, a notary public, on this 18 day of December, 2023, by Douglas Melching, the sole Member of 1762 - 1788 WAGNER AVENUE, LLC.



Janet Woodring
Notary Public, State of Michigan, County of Muskegon
My commission expires: 5-14-25
Acting in the County of Muskegon

Tax Parcel Nos. 61-24-122-300-0003-30
61-24-122-300-0003-40

Recording fee - \$30.00
Transfer tax - exempt.

Drafted by/after
recording return to:
✓ Robert J. Zitta
Scheuerle & Zitta, LLP
300 Washington Ave., Suite 120
P.O. Box 212
Grand Haven, MI 49417
(616) 842-1470

Send subsequent tax bills to Grantee

Exhibit "A"

PARCEL 17-A-1 (1762 Wagner)

Part of the North one-half of the Southwest one-quarter of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16, extended North that is 162.00 feet North 01 degrees 01 minutes West of the Northwest corner of said Osteopathic Medical Plat No. 2; thence North 01 degrees 01 minutes West 116.00 feet along said West line extended; thence North 88 degrees 59 minutes East 125.00 feet; thence South 01 degrees 01 minutes West 116.00 feet; thence South 88 degrees 59 minutes West 125.00 feet to the point of beginning. Together with an easement for ingress, egress and parking purposes over the following described property: Beginning at a point on the West line of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16, extended North that is 98.00 feet North 01 degrees 01 minutes West of the Northwest corner of said Osteopathic Medical Plat No. 2; thence North 01 degrees 01 minutes West 84.00 feet along said West line; thence North 88 degrees 59 minutes East 338.00 feet; thence South 01 degrees 01 minutes East 64.00 feet; thence South 88 degrees 59 minutes West 338.00 feet to the point of beginning. Also together with a 24 foot wide easement for ingress and egress lying 12 feet each side of the following described centerline: Beginning at a point on the North line of Oak Avenue that is 12.00 feet South 88 degrees 59 minutes West of the Southwest corner of the Osteopathic Medical Plat, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 20 of Plats, Page 50; thence North 01 degree 01 minute West 490.00 feet; thence North 88 degrees 59 minutes East 12.00 feet to the point of ending.

PARCEL 17-A-2 (1768 Wagner)

Part of the North one-half of the Southwest one-quarter of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point that is 162.00 feet North 01 degrees 01 minutes West along the West line of Osteopathic Medical Plat No. 2 extended North and 125.00 feet North 88 degrees 59 minutes East of the Northwest corner of Osteopathic Medical Plat No. 2; thence North 01 degrees 02 minutes West 156.00 feet; thence North 88 degrees 59 minutes East 105.00 feet; thence South 01 degrees 01 minutes East 156.00 feet; thence South 89 degrees 59 minutes West 105.00 feet to the point of beginning. Together with an easement for ingress, egress and parking purposes over the following described property: Beginning at a point on the West line of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16, extended North that is 98.00 feet North 01 degrees 01 minutes West of the Northwest corner of said Osteopathic Medical Plat No. 2; thence North 01 degrees 01 minutes West 64.00 feet along said West line; thence North 88 degrees 59 minutes East 338.00 feet; thence South 01 degrees 01 minutes East 64.00 feet; thence South 88 degrees 59 minutes West 338.00 feet to the point of beginning. Also together with a 24 foot wide easement for ingress and egress lying 12 feet each side of the following described centerline: Beginning at a point on the North line of Oak Avenue that is 12 feet South 88 degrees 59 minutes West of the Southwest corner of the Osteopathic Medical Plat, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 20 of Plats, Page 50; thence North 01 degrees 01 minutes West 490.00 feet; thence North 88 degrees 59 minutes East 12.00 feet to the point of ending.

Parcel No: 61-24-122-300-0003-30 and 61-24-122-300-0003-40

EXHIBIT X

Legal Description

PARCEL 17-A:

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 that is 750.77 feet South 00 degrees 10 minutes 00 seconds East of the West 1/4 corner of Section 22; thence North 88 degrees 59 minutes 00 seconds East, 476.68 feet; thence North 02 degrees 06 minutes 10 seconds West, 295.47 feet; thence North 89 degrees 50 minutes 00 seconds East, 1.35 feet; thence South 65 degrees 27 minutes 17 seconds East, 121.09 feet; thence North 88 degrees 44 minutes 43 seconds East, 98.19 feet; thence South 01 degrees 44 minutes 05 seconds East, 97.05 feet; thence North 89 degrees 08 minutes 54 seconds East, 284.84 feet; thence North 01 degrees 15 minutes 17 seconds West, 99.05 feet; thence North 88 degrees 44 minutes 43 seconds East, 214.30 feet; thence North 00 degrees 32 minutes 46 seconds West, 509.95 feet to the East-West 1/4 line of Section 22; thence North 88 degrees 44 minutes 43 seconds East, 444.45 feet along said East-West 1/4 line; thence South 00 degrees 10 minutes 00 seconds East, 1074.38 feet along the East line of the West 1617.0 feet of said SW 1/4; thence South 89 degrees 01 minutes 03 seconds West, 36.85 feet along the North line of the South 253.0 feet of the North 1/2 of said SW 1/4; thence North 01 degree 01 minutes 00 seconds West, 140.91 feet along the East boundary of Amended Plat of Lots 11 thru 20, Vacated Wells Avenue (Private) and the Vacated Portion of Riley Street (Private) of Osteopathic Medical Plat No. 2; thence South 88 degrees 59 minutes 00 seconds West, 377.18 along the North line of Vacated Wells Avenue; thence South 01 degrees 01 minutes 00 seconds East, 27.00 feet; thence South 88 degrees 59 minutes 00 seconds West, 225.32 feet; thence South 01 degrees 01 minutes 00 seconds East, 366.55 feet along the West boundary of said Amended Plat and along the West boundary of Osteopathic Medical Plat; thence South 89 degrees 01 minutes 03 seconds West, 981.58 feet along the South line of the North 1/2 of said SW 1/4 to the West line of said Section 22; thence North 00 degrees 10 minutes 00 seconds West, 568.92 feet along said West line to the Point of Beginning.

Together with an easement for Ingress and egress reserved in Liber 3822, Page 681.

EXCEPT:

Parcel 12:

Lots 30-33, inclusive, and that part of Wells Avenue (Private) Northerly adjacent to Lots 26, 27 and 29, Amended Plat of Lots 11 Thru 20, Vacated Wells Avenue (Private) and the Vacated Portion of Riley Street (Private) of Osteopathic Medical Plat No. 2, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 31 of Plats, Page 16. (Formerly: The Northerly 25.00 feet of Lot 11, Osteopathic Medical Plat No. 2, part of the Southwest 1/4, Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, as recorded in Liber 21 of Plats, Page 30).

Appendix 10

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: September 9, 2024	Title: Rezoning of 1700 Oak Ave from Medical Care (MC) to Low-Density Multiple Family Residential (RM-1). SECOND READING							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: The Planning Commission unanimously recommended approval of the request at their August meeting.								
Detailed Summary & Background: The property is the site of the former Muskegon General Hospital and is still zoned MC, Medical Care. The site measures just under 26 acres. The applicant is seeking a rezoning to RM-1, Low-Density Multi-Family Residential to allow for a 144-unit "work force" apartment development. The plans include the demolition of the existing hospital buildings. The applicant would utilize about 14 acres of the 26 acre site. The Planning Commission recommended in favor of the rezoning and also approved the site plan, contingent upon the City Commission approving the rezoning.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <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>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 the rezoning of 1700 Oak Ave from Medical Care (MC) to Low-Density Multiple Family Residential (RM-1).								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr></table>	Immediate Division Head	X		Information Technology			Guest(s) Invited / Presenting: No	
Immediate Division Head	X							
Information Technology								

PLANNING COMMISSION PACKET EXCERPT

August 15, 2024

Hearing, Case 2024-20: Request to rezone 1700 Oak Avenue from Medical Care (MC), to Low-Density Multiple Family Residential (RM-1), by Krimson Development, LLC.

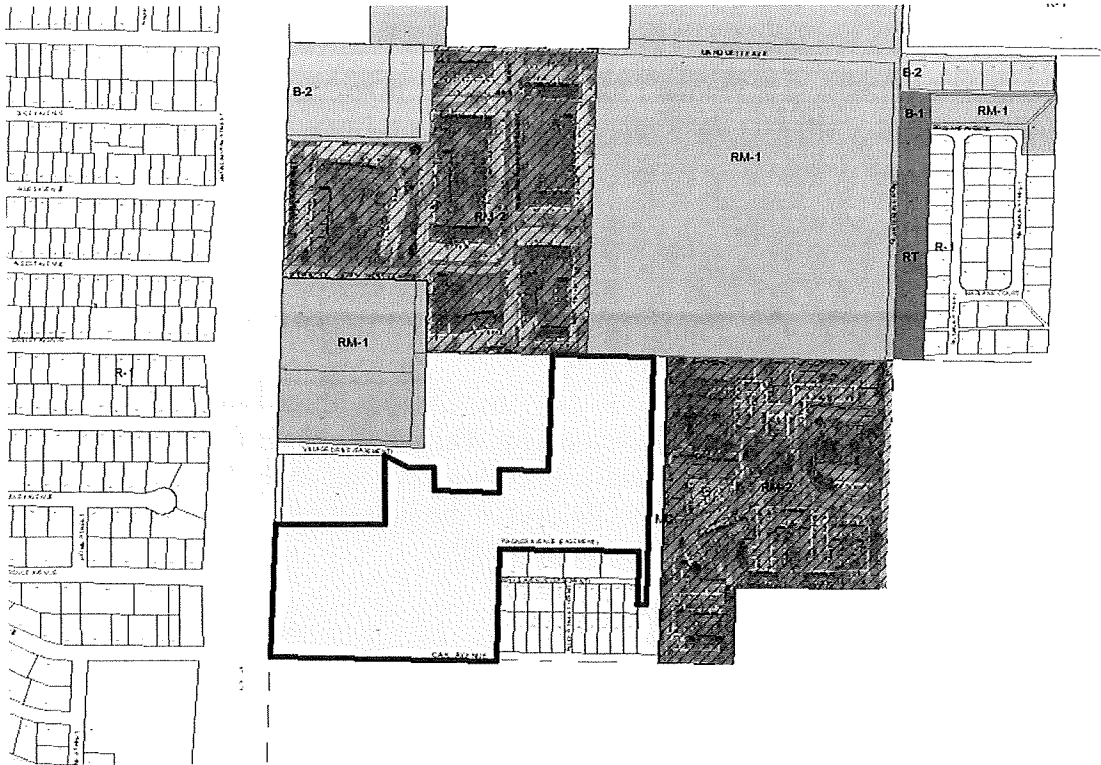
SUMMARY

1. The property is the site of the former Muskegon General Hospital and is still zoned MC, Medical Care. The site measures just under 26 acres.
2. The applicant is seeking a rezoning to RM-1, Low-Density Multi-Family Residential to allow for a 144-unit “work force” apartment development. The plans include the demolition of the existing hospital buildings. The applicant would utilize about 14 acres of the 26 acre site.
3. Notice was sent to all properties within 300 feet of the subject property. At the time of this writing, staff had not received any comments from the public.

Former General Hospital Building on Site



Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. 2511

An ordinance to amend the zoning map of the City to provide for a zone change for 1700 Oak Ave from Medical Care (MC) to Low Density Multifamily Residential (RM-1).

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning from MC to RM-1.

This ordinance adopted:

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

Nays: None

Adoption Date: September 9, 2024

Effective Date: September 27, 2024

First Reading: August 27, 2024

Second Reading: September 9, 2024

CITY OF MUSKEGON

By: 

Ann Meisch, MMC

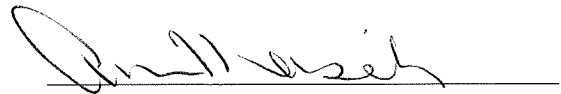
City Clerk

CERTIFICATE

(Rezoning 1700 Oak Ave from MC to RM-1)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 9th day of September, 2024, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: September 9, 2024

A handwritten signature in black ink, appearing to read "Ann Meisch", is written over a horizontal line.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on August 27, 2024, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1700 Oak Ave from MC to RM-1.

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

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

Published Sept 17, 2024

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Appendix 11

1.0 Executive Summary

Westshore Consulting has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E1527-13 for the Trinity Health – Michigan Oak Campus property (Subject Property) commonly located at 1700 Oak Avenue, Muskegon, Michigan. The Subject Property consists of 18 mixed-use land parcels that have primarily been used for medical purposes while noting various parcels of vacant and undeveloped land. The main parcel, 1700 Oak Avenue, contains a vacant 6-story Trinity Health hospital that was built in the 1960s. The hospital was in operation until the Spring 2020. To the east of the hospital are the remaining 17 land parcels. Six of the parcels are currently developed with small medical office buildings which were constructed in the 1970s through 1990s. Only the office building at 1787 Wagner Avenue is occupied with the remaining five units having recently become vacant. The other 11 land parcels are currently vacant and undeveloped and two of the parcels historically contained medical office buildings. The current owners of the Subject Property are Trinity Health – Michigan, Muskegon General Hospital and Mercy Health Partners. Any exceptions to, or deletions from this practice are described in Section 2.4 of this report.

This assessment has revealed no evidence of *recognized environmental conditions (RECs)* in connection with the Subject Property, except for the following:

- Historical USTs present at former Trinity Health Hospital that were removed in 1995 with no documented soil and/or groundwater sampling completed at the time of removal.

The following Best Management Practices (BMPs) are recommended:

- Existing diesel Aboveground Storage Tank (AST) – The existing diesel AST was installed as a back-up source to power the hospital generators. The hospital is currently vacant and is slated for demolition. Therefore, if there is no future intended use, the AST should be properly taken out-of-service by pumping of residual fuel followed by physical removal for off-site disposal/recycling.
- Existing Irrigation Well – The hospital historically utilized an on-site irrigation well located in a shed to the north of the building. If there is no future intended use, the well should be properly abandoned by a Michigan licensed well driller for purpose of preventing the potential for future introduction of contaminants into the groundwater.

A Phase II ESA is recommended to evaluate the *REC* and environmental risks. Following Phase II sampling, if contamination is identified on the Subject Property, a new Baseline Environmental Assessment (BEA) should be completed for any new owner or operator of the Subject Property to provide liability exemption from pre-existing contamination. Preparation of a Documentation of Due Care Compliance (DDCC)/Due Care Plan may also be warranted if contamination is confirmed and would be completed to address on-site contamination and protect future employees working at the Subject Property.

Appendix 12



February 16, 2021

Sent Via Email Only

Mr. Mark Oliver
Phoenix Reclamation, LLC
3662 Airline Road
Muskegon, MI 49444

*Re: Phase II Environmental Site Assessment, Trinity Health – Michigan Oak Campus,
Commonly Located at 1700 Oak Avenue, Muskegon, Michigan 49442*

Dear Mr. Oliver:

Westshore Consulting (Westshore) has completed a Phase II Environmental Site Assessment (ESA) for the Trinity Health – Michigan Oak Campus, commonly located at 1700 Oak Avenue, Muskegon, Michigan 49442 (Subject Property). The Subject Property consists of 18 mixed-use land parcels that have primarily been used for medical purposes while noting various parcels of vacant and undeveloped land. The main parcel, 1700 Oak Avenue, contains a vacant 6-story Trinity Health hospital that was built in the 1960s. Westshore understands the Subject Property is being considered for purchase by Phoenix Reclamation, LLC.

Westshore recently prepared a Phase I ESA, dated December 28, 2020, on behalf of Phoenix Reclamation, LLC. After conducting *all appropriate inquiry* into the Subject Property, the assessment revealed no evidence of *recognized environmental conditions (RECs)* in connection with the Subject Property, except for the following:

- Historical USTs present at former Trinity Health Hospital that were removed in 1995 with no documented soil and/or groundwater sampling completed at the time of removal.

Based upon the *REC* identified in the Phase I ESA, additional environmental assessment (Phase II ESA) was recommended by Westshore to confirm whether the USTs had negatively impacted the subsurface at the Subject Property. Accordingly, Westshore was retained by Phoenix Reclamation, LLC to complete the Phase II ESA prior to finalization of the proposed real estate transaction.

The following sections describe Phase II ESA field investigation, analytical testing and results, conclusions and recommendations if further actions at the Subject Property are warranted.

Scope of Service

Task 1 – Geoprobe Installation for Soil Sampling

Using Geoprobe methodologies (small, track mounted, hydraulically driven sampling probe), soil borings were completed at three locations in the vicinity of the former UST locations on January 21, 2021 (Figure 1). It is unknown exactly where the USTs were located but a vent pipe was observed adjacent to the mechanical systems, along the north side of the hospital building, which served as a likely indicator of where the USTs were located. Based upon that information, one boring (B-1) was advanced within the grassy area, just north of the existing vent pipe. The other two soil borings (B-2 and B-3) were advanced to the west of B-1, just north of the existing diesel AST and other mechanical systems.

At each boring location, soil samples were recovered at 5-foot intervals throughout the soil profile ranging from a depth of 15 to 30 feet below ground surface (bgs). Each soil sample interval was screened for the presence of volatile organics by placing a portion of the soil sample into a plastic bag, allowing time for equilibration, and insertion of a photo-ionization detector (PID) meter to observe a reading of total volatile organic vapors (VOVs) in parts per million (ppm). It should be noted that all PID readings were 0.0 parts per million (ppm).

Westshore utilized field screening methods (visual, olfactory and PID readings) to evaluate if soils had been impacted by the USTs. The subsurface lithology of each boring consisted of approximately 6" of sandy topsoil overlaying brown to light-brown fine sand which extended to the depth explored. Saturated soil conditions were only noted in soil boring B-2, which was encountered at 29 feet bgs. Through the completion of the three soil borings, there was no evidence or indications of a release of gasoline and/or diesel fuel. No staining, odors or elevated PID readings were recorded. As such, no soil samples were collected for laboratory analysis.

Task 2 – Groundwater Sampling

Following soil sampling efforts, Westshore converted soil boring B-2 into a temporary groundwater monitoring well (TMW-2) to obtain a water sample at a selected depth interval within the saturated zone. The temporary well that was installed consisted of a 5-ft long section of 1-inch inside diameter (ID), 0.01-inch slotted PVC screen and 1-inch ID PVC riser pipe completed to approximately 1-foot above land surface. After installation, the temporary well was purged until the water discharge (approximately 2 to 3 gallons) became relatively visually free of solids prior to initiating groundwater sampling activities. As previously mentioned, groundwater was not encountered in soil borings B-1 or B-3.

The groundwater sample containers were appropriately labeled, packed on ice, and forwarded to Trace Analytical Laboratories, in Muskegon, Michigan under chain-of-custody procedures for laboratory analysis of gasoline and diesel indicator parameters (MDEQ Remediation & Redevelopment Division (RRD) *Resource Materials Application of Target Detection Limits and Designated Analytical Methods*, March 2016) and lead. Following sample collection, Westshore closed the boreholes by physically removing PVC well materials and/or adding bentonite clay up to within 6 inches of the ground surface, and completed filling of the borehole with materials consistent with that of surrounding cover (i.e., soil, asphalt, etc.).

Discussion of Findings

Laboratory Analysis – Soil

Field investigation activities completed resulted in the advancement of three soil borings (B-1 through B-3) at the Subject Property that each extended to depths ranging from 15 to 30 feet bgs. As previously mentioned, there were no indications that a release of gasoline or diesel fuel in the borings; therefore, soil samples were not collected for laboratory analysis.

Laboratory Analysis – Groundwater

The attached laboratory report presents an overall summary of groundwater data.

Gasoline Indicator Parameters (GIPs) in Groundwater

As indicated in the laboratory report, there were no GIPs reported at or above laboratory detection limits for the one groundwater sample submitted for analysis.

Diesel Indicator Parameters (DIPs) in Groundwater

As indicated in the laboratory report, there were no DIPs reported at or above laboratory detection limits for the one groundwater sample submitted for analysis.

Lead in Groundwater

As indicated in the laboratory report, lead was not reported at or above laboratory detection limits for the one groundwater sample submitted for analysis.

Conclusions

Westshore has completed a Phase II ESA for the Trinity Health – Michigan Oak Campus, commonly located at 1700 Oak Avenue, Muskegon, Michigan 49442. The purpose of this investigation was to determine if the *recognized environmental condition* (REC) identified in Westshore's recent Phase I ESA had negatively impacted soil and/or groundwater at the Subject Property.

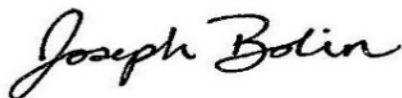
Westshore's Phase II ESA included the advancement of three soil borings in the vicinity of the former gasoline and diesel UST locations, which appear to have historically been installed along the northern exterior wall of the hospital building. The presence of the vent pipe was used in our assessment of where the USTs may have been located. It appears that the vent pipe was cut and left-in-place during the removal of the tanks and is not believed to be associated with another UST. Through completion of the borings there was no evidence or indications of a release of gasoline and/or diesel fuel. No staining, odors or elevated PID readings were recorded. As such, no soil samples were submitted for laboratory analysis. One groundwater sample was collected, which was not confirmed with any gasoline or diesel indicator parameters above their respective laboratory detection limits. Lead was also not detected in the sample.

Based upon the field investigation and laboratory testing of one groundwater sample, it does not appear that the former gasoline and diesel USTs removed in 1995 have impacted the subsurface. Further investigation at the Subject Property is not warranted.

We appreciate the opportunity to be of service on this project. Should you have any questions or require any additional information, please contact us at (231) 777-3447.

Sincerely,

WESTSHORE CONSULTING



Joseph R. Bolin, CHMM
Geologist / Project Manager

JB/jlg/04292-0010

Atts: Figure 1 – Sample Location Map
– Laboratory Groundwater Analytical Datasheets
– Qualifications



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 23, 2025	Title: CORRECTION: PA 210 Commercial Rehabilitation Certificate - 1700 Oak Avenue
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: CITY STAFF IS SEEKING APPROVAL OF A DATE CORRECTION TO THE RESOLUTION APPROVING THE CERTIFICATE. Pursuant to Public Act 210 of 2005, as amended, Muskegon Central Park, LLC has requested the issuance of a Commercial Rehabilitation Certificate at 1700 Oak Avenue.	
Detailed Summary & Background: CITY STAFF IS SEEKING APPROVAL OF A DATE CORRECTION TO THE RESOLUTION APPROVING THE CERTIFICATE. Muskegon Central Park, LLC is requesting a Commercial Rehabilitation Certificate for the property located at 1700 Oak Avenue. This site is the former General Hospital, which is now planned for redevelopment into six (6) three-story multifamily buildings, totaling 144 dwelling units ranging from one (1) to three (3) bedrooms. A Commercial Rehabilitation District for this site was established following a public hearing held by the City Commission on July 22, 2025, allowing taxing jurisdictions the opportunity to provide input. Establishment of the district is a required step prior to the consideration of a certificate under Public Act 210 of 2005. In addition to the PA 210 incentive, this project also received approval for a Brownfield Plan Amendment on February 25, 2025. If approved, the Commercial Rehabilitation Certificate will freeze the taxable value of the existing building (in this case, the vacant hospital structure), and exempt the new real property investment from local property taxes for the duration of the certificate. The school operating tax and State Education Tax (SET) will continue to be levied. Land and personal property are not eligible for exemption under this act. The estimated capital investment exceeds \$21 million and is expected to create approximately 100 construction jobs, and generate three (3) new permanent jobs following project completion. The City's internal tax committee has reviewed the application and is recommending an abatement duration of ten (10) years.	
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:	

There needs to be a date correction of the resolution approving the certificate.

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	
-----	--	----	--	-----	--

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	
-----	--	----	--	-----	--

Recommended Motion:

I move to approve the Commercial Rehabilitation Certificate for 1700 Oak Avenue for a duration of ten (10) years, and authorize the Mayor and City Clerk to sign amended resolution.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Public Act 210 of 2005, as amended

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF A COMMERCIAL REHABILITATION CERTIFICATE
*Muskegon-Central Park, LLC***

WHEREAS, pursuant to P.A. 210 of 2005 as amended, after duly noticed public hearing held on July 22, 2025, this Commission by resolution established a Commercial Rehabilitation District as requested by Muskegon-Central Park, LLC for the building at 1700 Oak Avenue, Muskegon, Michigan 49442; and

WHEREAS, Muskegon-Central Park, LLC requested in writing for the City to establish a Commercial Rehabilitation District at 1700 Oak Avenue in a letter dated March 7, 2025; and

WHEREAS, the application for the issuance of a Commercial Rehabilitation Certificate was filed within six months of the project's commencement; and

WHEREAS, the rehabilitation of this building is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, Muskegon-Central Park LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, Muskegon-Central Park, LLC has provided answers to all required questions under the application instructions to the City of Muskegon; and

WHEREAS, the City of Muskegon requires that rehabilitation of the facility shall be completed by March 31, 2027; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005; and

WHEREAS, a Public Hearing was held on August 12, 2025 at which the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard; and

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

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

- 1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 210 of the Public Act of 2005 as amended shall not have the effect of substantially impeding the operation

of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

- 2) The application of Muskegon-Central Park, LLC, for the issuance of a Commercial Rehabilitation Certificate with respect to the building improvements and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

CITY OF MUSKEGON SEC 22 T10N R16W PART OF THE N 1/2 OF THE SW 1/4 SEC 22 T10N R16W

- 3) The Commercial Rehabilitation Certificate is issued and shall be and remain in force and effect for a period of ten (10) years, ending on December 31, 2035 and may not be extended.

Adopted this 23rd Day of September 2025.

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on September 23, 2025.

Ann Meisch
Clerk

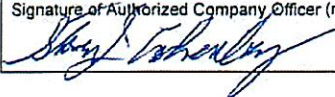
Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No.	▶ Date Received

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) Muskegon Central Park, LLC			NAICS or SIC Code
Facility's Street Address 1700 Oak Avenue	City Muskegon	State MI	ZIP Code 49442
Name of City, Township or Village (taxing authority) Muskegon	County Muskegon	School District Where Facility is Located Muskegon Public Schools	
☒ City ☐ Township ☐ Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 06/15/2025	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 03/31/2027		
Estimated Cost of Rehabilitation \$21,532,385	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
☒ Increase Commercial Activity ☐ Retain Employment ☒ Revitalize Urban Areas			
☒ Create Employment ☐ Prevent Loss of Employment ☒ Increase Number of Residents in Facility's Community			
No. of jobs to be created due to facility's rehabilitation 3	No. of jobs to be retained due to facility's rehabilitation	No. of construction jobs to be created during rehabilitation 100	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
☒ General description of the facility (year built, original use, most recent use, number of stories, square footage)		☒ Statement of the economic advantages expected from the exemption	
☒ Description of the qualified facility's proposed use		☒ Legal description	
☒ Description of the general nature and extent of the rehabilitation to be undertaken		☐ Description of the "underserved area" (Qualified Retail Food Establishments only)	
☒ Descriptive list of the fixed building equipment that will be a part of the qualified facility		☐ Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)	
☒ Time schedule for undertaking and completing the facility's rehabilitation			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Steven J. Calverley		Telephone Number (517) 333-9622	
Fax Number (517) 333-9677		E-mail Address Steve@Krimson.com	
Street Address 1575 Watertower Place	City East Lansing	State MI	ZIP Code 48823
<i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</i>			
<i>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</i>			
Signature of Authorized Company Officer (no authorized agents) 		Title Managing Member	Date 07/08/2025

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)

Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Land	42,156	48,600
Building(s)	864,124	996,200

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll.

☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.

Name of Local Government Body

City of Muskegon

Name of Assessor (first and last name)

Donna VanderVries

Telephone Number

231 750 6750

Fax Number

231 724-1129

E-mail Address

I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.

Assessor's Signature

(i) VanderVries

Date

7/31/25

PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)

Action Taken By LGU (attach a certified copy of the resolution):

☐ Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)

☐ Exemption Denied

Date District Established (attach resolution for district)

Local Unit Classification Identification (LUCI) Code

School Code

PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)

Clerk's Name (first and last)

Telephone Number

Fax Number

E-mail Address

Mailing Address

City

State

ZIP Code

LGU Contact Person for Additional Information

LGU Contact Person Telephone Number

Fax Number

I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.

Clerk's 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

**Application for Commercial Rehabilitation Exemption Certificate
Multi-Family Development
1700 Oak Avenue, Muskegon, Michigan**

PART 2: Application Documents

General description of the facility (year built, original use, most recent use, number of stories, square footage)

The Site includes the western 13.89 acres of the former Muskegon General Hospital campus (located at 1700 Oak Avenue, Muskegon), which was developed in the late 1960s and remained operational until 2020. The combined 5-story west wing and single-story east wing of the hospital currently includes over 82,000 square feet of functionally obsolete space.

Description of the qualified facility's proposed use

The property owner intends to demolish the existing vacant, functionally obsolete, and environmentally unsafe hospital building (due do asbestos containing building materials) to facilitate the new construction of six, three story, multifamily buildings consisting of 144 total dwelling units (the Project). Each building will include 24 units comprised of one to three bedrooms that will be priced at affordable workforce housing rental rates.

Description of the general nature and extent of the rehabilitation to be undertaken

Rehabilitation activities to be undertaken at the Site include:

- Lead and asbestos abatement activities (abatement, disposal, and air monitoring).
- Demolition of functionally obsolete hospital.
- Site preparation activities including cut and fill operations, geotechnical engineering, grading, land balancing, relocation of active utilities, solid waste disposal, staking, temporary construction access and/or roads, temporary erosion control, temporary sheeting/shoring, temporary site control, temporary traffic control, and related engineering.
- Infrastructure improvements include construction of streets/roads, sidewalks, lighting, sanitary sewer mains, water mains, curb and gutter, sanitary sewer mains, landscaping, urban storm water management systems, and engineering.
- Construction of six new, three story, multifamily buildings and a leasing office.

Total project investment exceeds \$21,000,000.

Descriptive list of the fixed building equipment that will be a part of the qualified facility

- Heating and cooling system.
- Fire prevention and suppression system (e.g., sprinkling, smoke detectors, and fire extinguishers).
- Fresh water supply system throughout buildings (e.g., water heaters and faucets).
- Irrigation system components within buildings (e.g., timers and gauges).
- Cabinets, doors, shelves, and mirrors.
- Appliances

Estimated time schedule for undertaking and completing the facility's rehabilitation

- Abatement and demolition activities: June – September 2025
- Site preparation and infrastructure improvements: September 2025 – March 2027
- Vertical construction of multi-family buildings: October 2025 – March 2027

Statement of the economic advantages expected from the exemption

- 1) The exemption will help reduce project operating costs so that affordable rent rates for much-needed workforce housing can be maintained for City of Muskegon residents.
- 2) Three new jobs will be created to support this affordable housing project.
- 3) Numerous construction jobs will be created during the project development.
- 4) Removing a vacant, blighted and functionally obsolete hospital building will spur investment in nearby properties and increase taxable values at adjoining properties.
- 5) The project will significantly increase the property's taxable value and bring new tax revenue to the local community.

Legal description

The property is in the City of Muskegon, Muskegon County, Michigan, and consists of 13.89 acres of a 25-acre parent parcel. The parent parcel ID number is 61-24-122-300-0003-00.

The legal description of the Eligible Property is as follows:

Eligible Property - The Western 13.89 acres of PARCEL ID 61-24-122-300-0003-00

Part of the North 1/2 of the Southwest 1/4 of Section 22, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 that is 750.77 feet South 00 degrees 10 minutes 00 seconds East of the West 1/4 corner of Section 22; thence North 88 degrees 59 minutes 00 seconds East 476.68 feet; thence North 02 degrees 06 minutes 10 seconds West 295.47 feet; thence North 89 degrees 50 minutes 00 seconds East 1.35 feet; thence South 65 degrees 27 minutes 17 seconds East 121.09 feet; thence North 88 degrees 44 minutes 43 seconds East 98.19 feet; thence South 01 degrees 44 minutes 05 seconds East 97.05 feet; thence North 89 degrees 08 minutes 54 seconds East 226.07 feet; thence South 01 degrees 01 minutes 00 seconds East 715.27 feet along a line which is 66.0 feet West of the west boundary of Osteopathic Medical Plats No.1 & No.2; thence South 89 degrees 01 minutes 03 seconds West 915.58 feet along the south line of the North 1/2 of said SW 1/4 to the West line of said Section 22; thence North 00 degrees 10 minutes 00 seconds West 568.92 feet along said west line to the Point of Beginning.

Parcel contains 604,850 square feet.

Description of the "underserved area" (Qualified Retail Food Establishments only)

N/A

Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)

N/A

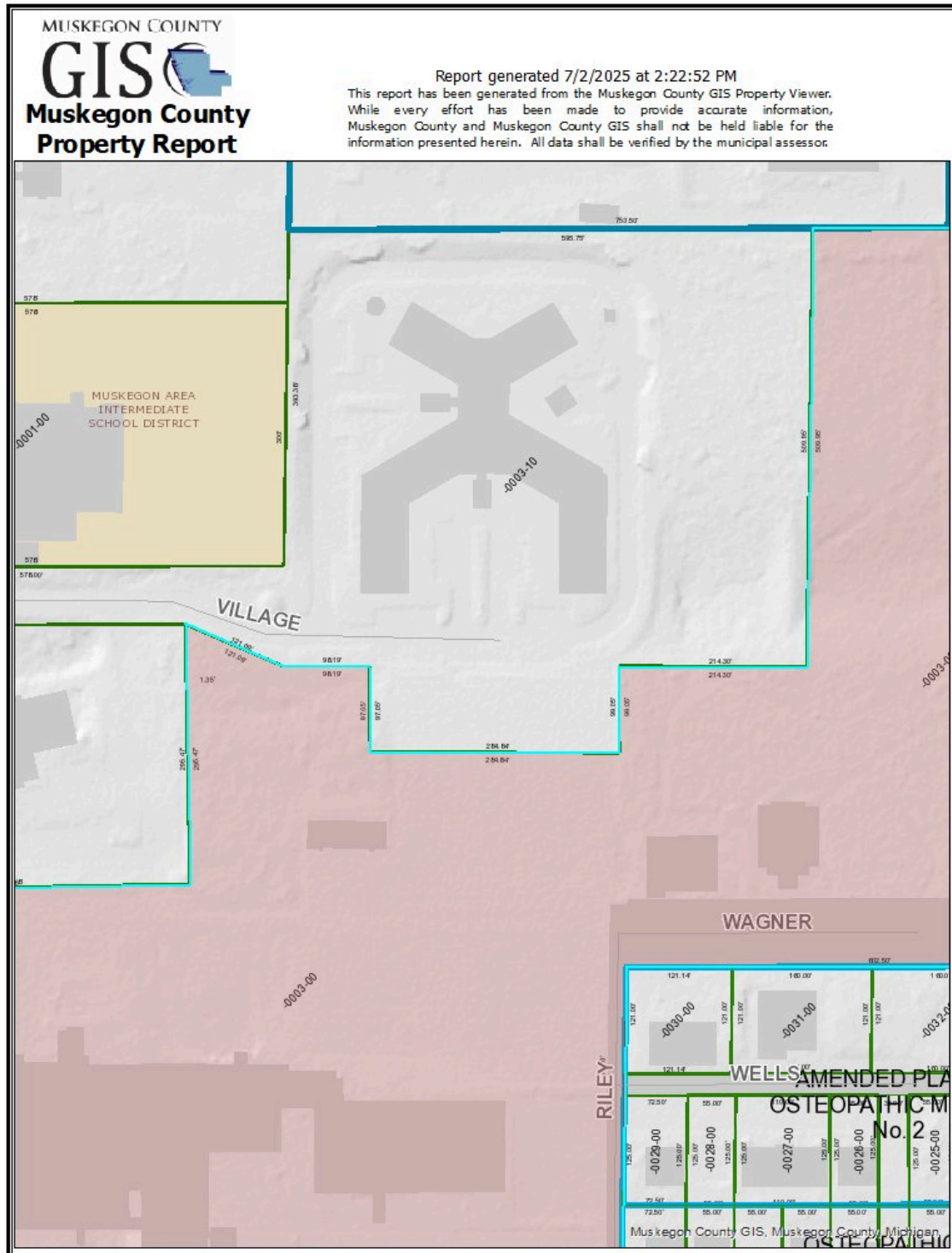


1700 Oak Ave Property Viewer Report

Area of Interest (AOI) Information

Area : 1,109,932.9 ft²

Jul 2 2025 14:22:13 Eastern Daylight Time



Summary

Name	Count	Area(ft²)	Length(ft)
Parcels	1	1,109,932.90	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	61-24-122-300-0003-00	24	25.48	26.70	1700	No Data	1700 OAK 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	PHEONIX RECLAMATI ON LLC	No Data	No Data	3662 AIRLINE 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	49444	1,089,600.00	1,089,600.00	945,146.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft²)
---	----------------------	--------------------------------	-----------------	-----------

1	MUSKEGON CITY SCHOOL DIST	RM-1	CITY OF MUSKEGON SEC 22 T10N R16W PART OF THE N 1/2 OF THE SW 1/4 SEC 22 T10N R16W DESCRIBED AS: BEG AT A PT ON THE W LN OF SD SEC 22 750.77 FT S 00D 10M 00S E OF WEST 1/4 CORNER OF SEC 22 TH N 88D 59M 00S E 476.68 FT TH N 02D 06M 10S W 295.47 FT TH N 89D 50M 00S E 1.35 FT TH S 65D 27M 17S E 121.09 FT TH N 88D 44M 43S E 98.19 FT TH S 01D 44M 05S E 97.05 FT TH N 89D 08M 54S E 284.84 FT TH N 01D 15M 17S W 99.05 FT TH N 88D 44M 43S E 214.30 FT TH N 00D 32M 46S W 509.95 FT TO EAST-WEST 1/4 LINE OF SEC 22 TH N 88D 44M 43S E 444.45 FT ALG SD EAST-WEST 1/4 LINE TH S 00D 10M 00S E 1074.38 FT ALG E LINE OF THE WEST 1617.0 FT OF SD SW 1/4 TH S 89D 01M 03S W 36.85 FT ALG N LN OF S 253.0 FT OF THE N 1/2 OF SAID SW 1/4 TH N 01D 01M 00S W 140.91 FT ALG THE EAST BOUNDARY OF AMENDED PLAT OF LOTS 11 THRU 20 VACATED WELLS AVE (PRIVATE) AND THE VACATED PORTION OF RILEY ST (PRIVATE) OF OSTEOPATHIC MEDICAL PLOT NO. 2 TH S 88D 59M 00S W 377.18 FT ALG N LN OF VACATED WELLS AVE TH S 01D 01M 00S E 27.00 FT TH S 88D 59M 00S W 225.32 FT TH S 01D 01M 00S E 366.55 FT ALG THE W BOUNDARY OF SD AMENDED PLAT AND ALG THE W BOUNDARY OF OSTEOPATHIC MEDICAL PLAT TH S 89D 01M 03S W 981.58 FT ALG THE S LN OF N 1/2 OF SD SW 1/4 TO WEST LN OF SD SEC 22 TH N 00D 10M 00S W 568.92 FT ALG SD W LN TO POB. EXCEPT THAT PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A POINT ON THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXTENDED NORTH THAT IS 162.00 FT N 01D 01M W OF THE NW COR OF SD	1,109,932.90
---	------------------------------	------	---	--------------

				OSTEOPATHIC MEDICAL PLAT NO 2 TH N 01D 01M W 116.00 FT ALG SD W LN EXTENDED TH N 88D 59M E 125.00 FT TH S 01D 01M W 116.00 FT TH S 88D 59M W 125.00 FT TO POB ALSO EXC TH PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A PT THAT IS 162.00 FT N 01D 01M W ALG THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXT NORTH AND 125.00 FT N 88D 59M E OF THE NW COR OF OSTEOPATHIC MEDICAL PLAT NO 2 TH N 01D 02M W 156.00 FT TH N 88D 59M E 105.00 FT TH S 01D 01M E 156.00 FT TH S 89D 59M W 105.00 FT TO POB SUBJ TO EASEMENT FOR INGRESS/EGRESS AND UTILITIES DESC AS: BEG AT A PT ON THE WEST LN OF SEC 22 T10N R16W 750.77 FT S 00D 10M 00S E OF THE W 1/4 CORNER OF SD SEC 22 TH N 88D 59M 00S E 476.68 FT TH S 00D 10M 00S E 60.00 FT TH S 88D 59M 00S W 476.68 FT TO THE WEST LN OF SD SEC 22 TH N 00D 10M 00S W 60.00 FT TO THE POB. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN LIBER 3822 PAGE 681.	
--	--	--	--	--	--

©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.

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CREATION OF A COMMERCIAL REHABILITATION DISTRICT
1700 OAK AVE**

WHEREAS, pursuant to PA 210 of 2005, the City of Muskegon has the authority to establish "Commercial Rehabilitation Districts" within the City of Muskegon at request of itself or a commercial business enterprise; and

WHEREAS, Muskegon-Central Park, LLC has requested the establishment of the Commercial Rehabilitation District for an area in the vicinity of 1700 Oak Ave. located in the City of Muskegon hereinafter described; and

WHEREAS, the City Commission of the City of Muskegon determined that the district meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice has been given by certified mail to the county and all owners of real property located within the proposed district as required by section 3(3) of PA 210 of 2005; and

WHEREAS, a Public Hearing was held on July 22, 2025 at which the applicant, the assessor and representatives of the affected taxing units were afforded an opportunity to be heard;

WHEREAS, the City Commission deems it to be in the public interest of the City of Muskegon to establish the Commercial Rehabilitation District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel of land situated in the City of Muskegon, Muskegon County, and State of Michigan, to wit:

CITY OF MUSKEGON SEC 22 T10N R16W PART OF THE N 1/2 OF THE SW 1/4 SEC 22 T10N R16W DESCRIBED AS: BEG AT A PT ON THE W LN OF SD SEC 22 750.77 FT S 00D 10M 00S E OF WEST 1/4 CORNER OF SEC 22 TH N 88D 59M 00S E 476.68 FT TH N 02D 06M 10S W 295.47 FT TH N 89D 50M 00S E 1.35 FT TH S 65D 27M 17S E 121.09 FT TH N 88D 44M 43S E 98.19 FT TH S 01D 44M 05S E 97.05 FT TH N 89D 08M 54S E 284.84 FT TH N 01D 15M 17S W 99.05 FT TH N 88D 44M 43S E 214.30 FT TH N 00D 32M 46S W 509.95 FT TO EAST-WEST 1/4 LINE OF SEC 22 TH N 88D 44M 43S E 444.45 FT ALG SD EAST-WEST 1/4 LINE TH S 00D 10M 00S E 1074.38 FT ALG E LINE OF THE WEST 1617.0 FT OF SD SW 1/4 TH S 89D 01M 03S W 36.85 FT ALG N LN OF S 253.0 FT OF THE N 1/2 OF SAID SW 1/4 TH N 01D 01M 00S W 140.91 FT ALG THE EAST BOUNDARY OF AMENDED PLAT OF LOTS 11 THRU 20 VACATED WELLS AVE (PRIVATE) AND THE VACATED PORTION OF RILEY ST (PRIVATE) OF OSTEOPATHIC MEDICAL PLOT NO. 2 TH S 88D 59M 00S W 377.18 FT ALG N LN OF VACATED WELLS AVE TH S 01D 01M 00S E 27.00 FT TH S 88D 59M 00S W 225.32 FT TH S 01D 01M 00S E 366.55 FT ALG THE W BOUNDARY OF SD AMENDED PLAT AND ALG THE W BOUNDARY OF OSTEOPATHIC MEDICAL PLAT TH S 89D 01M 03S W 981.58 FT ALG THE S LN OF N 1/2 OF SD SW 1/4 TO WEST LN OF SD SEC 22 TH N 00D 10M 00S W 568.92 FT ALG SD W LN TO POB. EXCEPT THAT PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A POINT ON THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXTENDED NORTH THAT IS 162.00 FT N 01D 01M W OF THE NW COR OF SD OSTEOPATHIC MEDICAL PLAT NO 2 TH N 01D 01M W 116.00 FT ALG SD W LN EXTENDED TH N 88D 59M E 125.00 FT TH S 01D 01M W 116.00 FT TH S 88D 59M W 125.00 FT TO POB ALSO EXC TH PART OF THE N 1/2 OF SW 1/4 SEC 22 DESC AS BEG AT A PT THAT IS 162.00 FT N 01D 01M W ALG THE W LN OF OSTEOPATHIC MEDICAL PLAT NO 2 EXT NORTH AND 125.00 FT N 88D 59M E OF THE NW COR OF OSTEOPATHIC MEDICAL PLAT NO 2 TH N

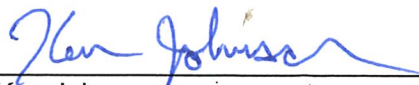
01D 02M W 156.00 FT TH N 88D 59M E 105.00 FT TH S 01D 01M E 156.00 FT TH S 89D 59M W 105.00 FT TO POB SUBJ TO EASEMENT FOR INGRESS/EGRESS AND UTILITIES DESC AS: BEG AT A PT ON THE WEST LN OF SEC 22 T10N R16W 750.77 FT S 00D 10M 00S E OF THE W 1/4 CORNER OF SD SEC 22 TH N 88D 59M 00S E 476.68 FT TH S 00D 10M 00S E 60.00 FT TH S 88D 59M 00S W 476.68 FT TO THE WEST LN OF SD SEC 22 TH N 00D 10M 00S W 60.00 FT TO THE POB. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN LIBER 3822 PAGE 681.

Adopted this 22nd Day of July, 2025.

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

Nays: None

Absent: Keener

BY: 
Ken Johnson

Mayor

ATTEST: 
Ann Meisch

Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on July 22, 2025.


Ann Meisch
Clerk