

CITY OF MUSKEGON

CITY COMMISSION MEETING

November 25, 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. Citizen Life Savings Award Fire
 - B. Recognition of Lt. Pastoor - Firefighter of the Year Public Safety
- ☐ PUBLIC HEARINGS:
 - A. Neighborhood Enterprise Zone Certificates - 438 E Isabella Ave. and 444 E Isabella Ave. Economic Development
- ☐ FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Cost of Living Adjustment-Non Union Employees Finance
 - C. Fleet Vehicle Replacement - Plow Trucks Public Works
 - D. Fleet Vehicle Replacement - Water Dept. Construction Truck Public Works
 - E. Zoning Ordinance Amendment - Permitted Yard Encroachments Planning
 - F. Zoning Ordinance Amendment - Residential Design Criteria Planning
 - G. Contract Award - Building Inspection Services Public Safety

H. **Amendment to Froebel Purchase Agreement** Economic Development

I. **OpenGov Asset Management (Cartegraph) for the Highway Department**
Public Works

J. **School Resource Officer Contract** Public Safety

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish 1763 McIlwraith St, 1853 Sanford St, 275 Dratz St.** Public Safety

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

☐ **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: November 25, 2025		Title: Citizen Life Savings Award																
Submitted by: Jay Paulson, Deputy Director of Fire Services		Department: Fire																
Brief Summary: On October 5, 2025, at approx. 2:17pm, a swimmer in distress was observed at Pere Marquette Park. Before fire rescue personnel arrived, Matthew Verplank and Nate Witney were on a personal watercraft and noticed a woman struggling to keep afloat amid the high waves of Lake Michigan. One rider jumped from the safety of his watercraft and swam to the woman just before she went underwater. The other watercraft assisted both subjects to shore; both were extremely fatigued by the time firefighters arrived and assisted them to shore. A tragedy was averted that day by two citizens who were willing to help a stranger.																		
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>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No	X	N/A										
Yes		No	X	N/A														
Fund(s) or Account(s):		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:																		
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																		



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Recognition of Lt. Pastoor - Firefighter of the Year							
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: Lt. Samantha Pastoor has been recognized as the Firefighter of the Year for 2024 by the Michigan American Legion for her outstanding dedication, bravery and service to the community.								
Detailed Summary & Background: Lt. Pastoor, a 6-year veteran of the Muskegon Fire Department, has been an integral part of the team, exemplifying the core values of courage, integrity, and selflessness. Throughout the past year, she has shown extraordinary leadership in emergencies, provided crucial support in community outreach programs, and continuously trained and mentored fellow firefighters. Among Lt. Pastoor's notable achievements last year, she was pivotal in saving two lives in two different structure fires, demonstrating quick thinking and unwavering resolve in the face of danger. In her tenure with the Muskegon Fire Department, Lt. Pastoor has earned two lifesaving awards, three Unit Citations, a Commendation for Excellence, and a Medical Service Award for successfully reviving a subject while performing CPR. In addition to responding to emergencies, she has been actively involved in fire prevention education, CPR certification classes, and department training programs, further strengthening the department's impact on the community. Lt. Pastoor was formally presented the award at the American Legion's State Conference in July of this year. The City of Muskegon wanted to recognize this great achievement in front of our City Commission and community.								
Goal/Action Item:								
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></td><td></td></tr></table>	Yes		No		N/A		
Yes		No		N/A				
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Yes		No		N/A				

Recommended Motion:**Approvals:**

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Neighborhood Enterprise Zone Certificates - 438 E Isabella Ave. and 444 E Isabella Ave.							
Submitted by: Isabela Gonzalez, Development Analyst	Department: Economic Development							
Brief Summary: Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for a new construction home at 438 E Isabella Ave. and 444 E Isabella Ave.								
Detailed Summary & Background: Robert Muusse Builders LLC has submitted two applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 438 E Isabella Avenue and 444 E Isabella Avenue. The proposed sale prices are \$199,000 each for 438 E Isabella and 444 E Isabella. 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.								
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:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">☐</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%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">☐</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%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Recommended Motion: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 438 E Isabella Ave and 444 E Isabella Ave and authorize the City Clerk and Mayor to sign the applications and resolutions.								
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> </table>	Immediate Division Head	X		Name the Policy/Ordinance Followed: Diverse Housing Types				
Immediate Division Head	X							

Information Technology			
Other Division Heads			
Communication			
Legal Review			

Application for Neighborhood Enterprise Zone Certificate

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

LOCAL GOVERNMENTAL AGENCY USE ONLY	
Application No.	Date Received
	NOV 14 2025
STATE USE ONLY	
Application No.	Date Received
	NOV 14 2025
CITY OF MUSKEGON DEVELOPMENT SERVICES	

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit (LGU). An applicant may submit one application for multiple rehabilitated facilities located in the same building that will not be owner-occupied. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the LGU. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name ROBERT MUJSE		Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility	
Facility's Street Address 438 EAST ISABELLA AVE		No. of years requested for exemption (6-15; 11-17 for qualified historic building)	
City MUSKEGON	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) MUSKEGON		Is the facility owned or rented by occupants? ☒ Owned ☐ Rented	
☒ City ☐ Township ☐ Village	Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____		
County MUSKEGON		Estimated Project Cost (per unit) \$140,000.00 ~	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____			
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. SINGLE FAMILY HOME 900 square foot 2 Bed 1 bath possible extra bed and bath in basement			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date JUNE 2025	End Date NOVEMBER 2025	JUNE 2025	
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name ROBERT MUJSE			
Contact Telephone Number 616 437 0440		Contact Email Address ROBERTMUJSE.BUILDER@gmail.com	
Owner/Developer/Applicant Name ROBERT MUJSE			
Owner/Developer/Applicant Telephone Number		Owner/Developer/Applicant Email Address	
Owner/Developer/Applicant Mailing Address 3445 PALMER DRIVE		City SAUGATUCK	State MI ZIP Code 49453
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.			
Owner/Developer/Applicant Signature 		Date 11/2/25	

Continue on Page 2

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

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

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

To avoid processing delays use either email or mail, not both.

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

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

William A. Moulatsiotis Liber: 4400 Page: 890
Register of Deeds PAGE: 1 of 1
Muskegon County Michigan 11/04/2025 01:56 PM
002 5866421

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the grantor **ROBERT MUUSSE BUILDER LLC**, a Michigan limited liability company, of 3465 Palmer Dr., Saugatuck, MI, 49453,

QUIT CLAIMS TO: **ROBERT MUUSSE BUILDER LLC**, a Michigan limited liability company, of 3465 Palmer Dr., Saugatuck, MI, 49453, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON REVISED PLAT OF 1903 W 33FT LOT 10 BLK 68;

Address: **438 E ISABELLA** (#61-24-205-068-0010-01).

for the sum of: One Dollar (\$1.00)

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

Dated this 1st day of September 2024

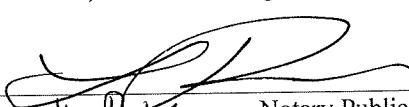
GRANTOR: 

By 
ROBERT MUUSSE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 1st day of September 2024, by ROBERT MUUSSE, to me known personally or who produced sufficient identification, and acknowledged their execution of this document as their free act and deed.

PREPARED BY: Grantor


Samantha Pulos, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: 3/2032

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

S PULOS
Notary Public, Muskegon County, Michigan
My Commission Expires March 25, 2032
Acting in the County of Muskegon

CITY OF MUSKEGON

933 TERRACE
MUSKEGON, MI 49440
United States
WWW.MUSKEGON-MI.GOV



Receipt: 0100998243 Oct/14/2025

Cashier: WENDY.WEBSTER

Received Of: ROBERT MUUSSE BUILDER LLC
3465 PALMER DR
SAUGATUCK, MI 49453

Desc: NEZ 438 E ISABELLA

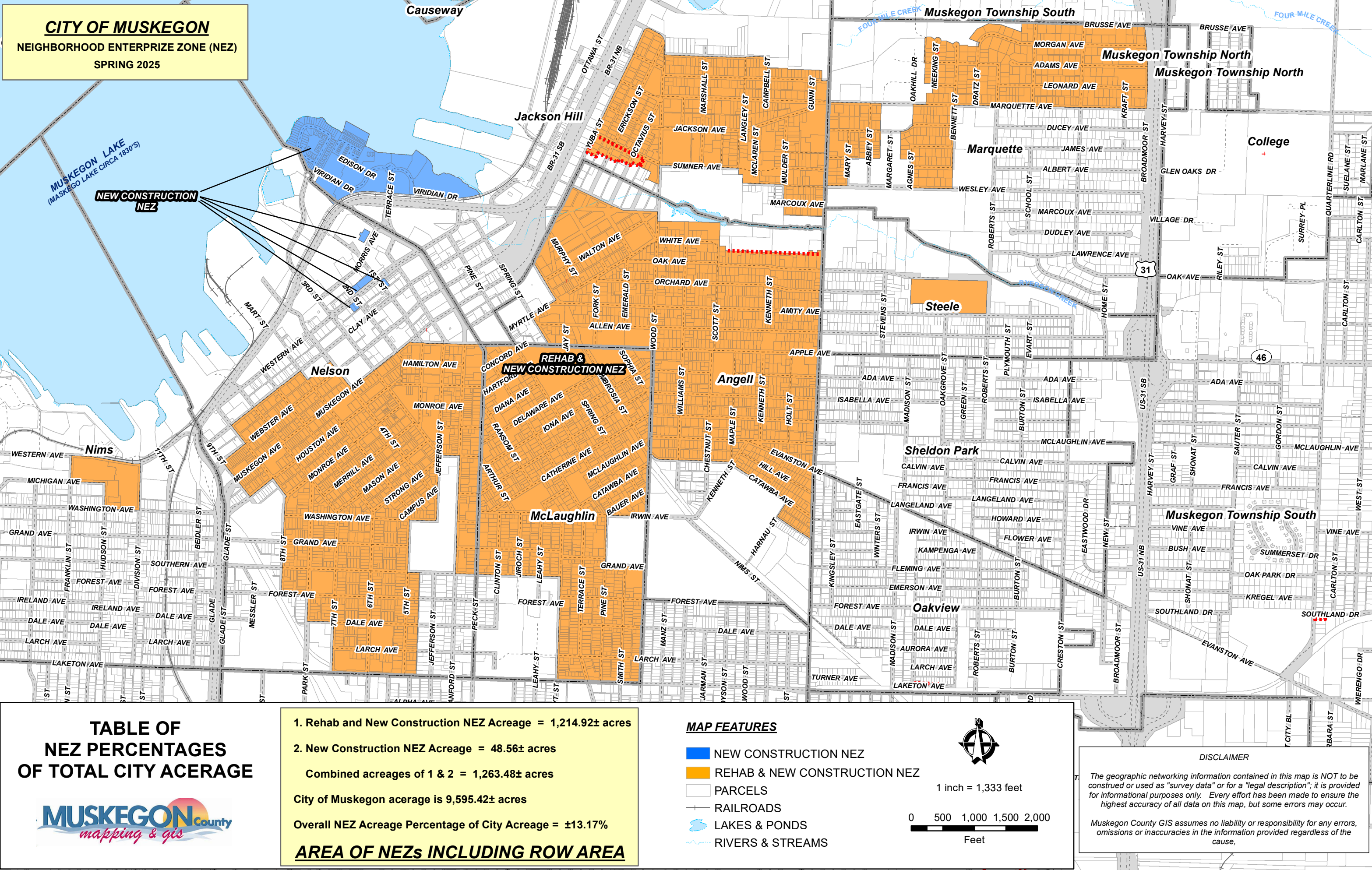
Planning

The sum of: **\$50.00**

19-10	NEZ APPLICATION FEE			50.00
	TAX ABATEMENT APPLICATION FEES	101-000-640	50.00	
			Total	50.00

TENDERED: CHECK PAYMENT 1392 50.00

NOTES NEZ 438 E ISABELLA



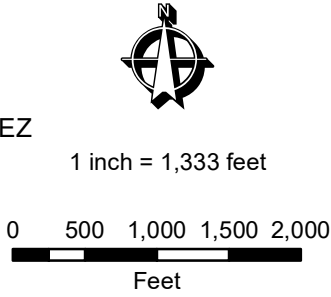
CITY OF MUSKEGON
NEIGHBORHOOD ENTERPRIZE ZONE (NEZ)
SPRING 2025

TABLE OF NEZ PERCENTAGES OF TOTAL CITY ACERAGE	
	

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

MAP FEATURES

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



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

Application for Neighborhood Enterprise Zone Certificate

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

RECEIVED	
LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No. 1	Date Received 11/4/2025
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit (LGU). An applicant may submit one application for multiple rehabilitated facilities located in the same building that will not be owner-occupied. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the LGU. Please see the instruction sheet.

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Owner/Developer/Applicant Name ROBERT MUVISE			Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility		
Facility's Street Address 448 EAST ISABELLA AVE			No. of years requested for exemption (6-15; 11-17 for qualified historic building)		
City MUSKEGON	State MI	ZIP Code 49442	Is the facility owned or rented by occupants? ☒ Owned ☐ Rented		
Name of City, Township or Village (taxing authority) MUSKEGON			Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____		
☒ City ☐ Township ☐ Village			County MUSKEGON		
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____			Estimated Project Cost (per unit) \$ 140,000.00 ~		

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

SINGLE family Home 900 square foot
2 bed 1 bath

Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)
Begin Date JUNE 2025	End Date November 2025	JUNE 2025

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name ROBERT MUVISE			
Contact Telephone Number 616 437 0446		Contact Email Address robertmuvisebuilder@gmail.com	
Owner/Developer/Applicant Name			
Owner/Developer/Applicant Telephone Number		Owner/Developer/Applicant Email Address	
Owner/Developer/Applicant Mailing Address 3405 PALMER DRIVE		City SAULT STE MARIE	State MI
		ZIP Code 49783	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.			
Owner/Developer/Applicant Signature 		Date 11/2/25	

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Assessor's Telephone Number <i>231 750 6750</i>		Assessor's Email Address <i>Vanderuriesdoo@MuskegonCounty.net</i>	
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Assessor's Signature <i>Donna VanderVries</i>			Date <i>11/6/2025</i>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
School District		Name of LGU that established district	
School Code		Date district was established	
Name or Number of Neighborhood Enterprise Zone		Revenue Sharing Code	
Action taken by LGU: ☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 qualified historic building) ☐ Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: ☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last)			
Clerk's Telephone Number			
Clerk's Email Address			
Clerk's Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone. I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

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

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

William A. Moulatsiotis Liber: 4400 Page: 891
Register of Deeds PAGE: 1 of 1
Muskegon County Michigan 11/04/2025 01:56 PM
002 5866422



QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the grantor **ROBERT MUUSSE BUILDER LLC**, a Michigan limited liability company, of 3465 Palmer Dr., Saugatuck, MI, 49453,

QUIT CLAIMS TO: **ROBERT MUUSSE BUILDER LLC**, a Michigan limited liability company, of 3465 Palmer Dr., Saugatuck, MI, 49453, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON REVISED PLAT OF 1903 E 33FT LOT 10 BLK 68;

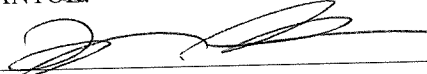
Address: **444 E ISABELLA** (#61-24-205-068-0010-10).

for the sum of: One Dollar (\$1.00)

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

Dated this 1st day of September 2024

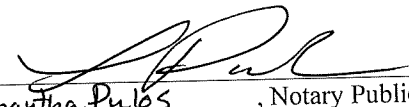
GRANTOR: 

By 
ROBERT MUUSSE

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 1st day of September 2024, by ROBERT MUUSSE, to me known personally or who produced sufficient identification, and acknowledged their execution of this document as their free act and deed.

PREPARED BY: Grantor


Samantha Pulos, Notary Public
Acting in the County of Muskegon, MI
Muskegon County, MI
My Comm. Expires: 3/2032

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

S PULOS
Notary Public, Muskegon County, Michigan
My Commission Expires March 25, 20 32
Acting in the County of Muskegon

CITY OF MUSKEGON

933 TERRACE
MUSKEGON, MI 49440
United States
WWW.MUSKEGON-MI.GOV



Receipt: 0100998240 Oct/14/2025

Cashier: WENDY.WEBSTER

Received Of: ROBERT MUUSSE BUILDER LLC
3465 PALMER DR
SAUGATUCK, MI 49453

Desc: NEZ 444 ISABELLA

Planning

The sum of: \$50.00

19-10	NEZ APPLICATION FEE		50.00
	TAX ABATEMENT APPLICATION FEES	101-000-640	50.00
		Total	50.00

TENDERED: CHECK PAYMENT 1393 50.00

NOTES NEZ 444 ISABELLA

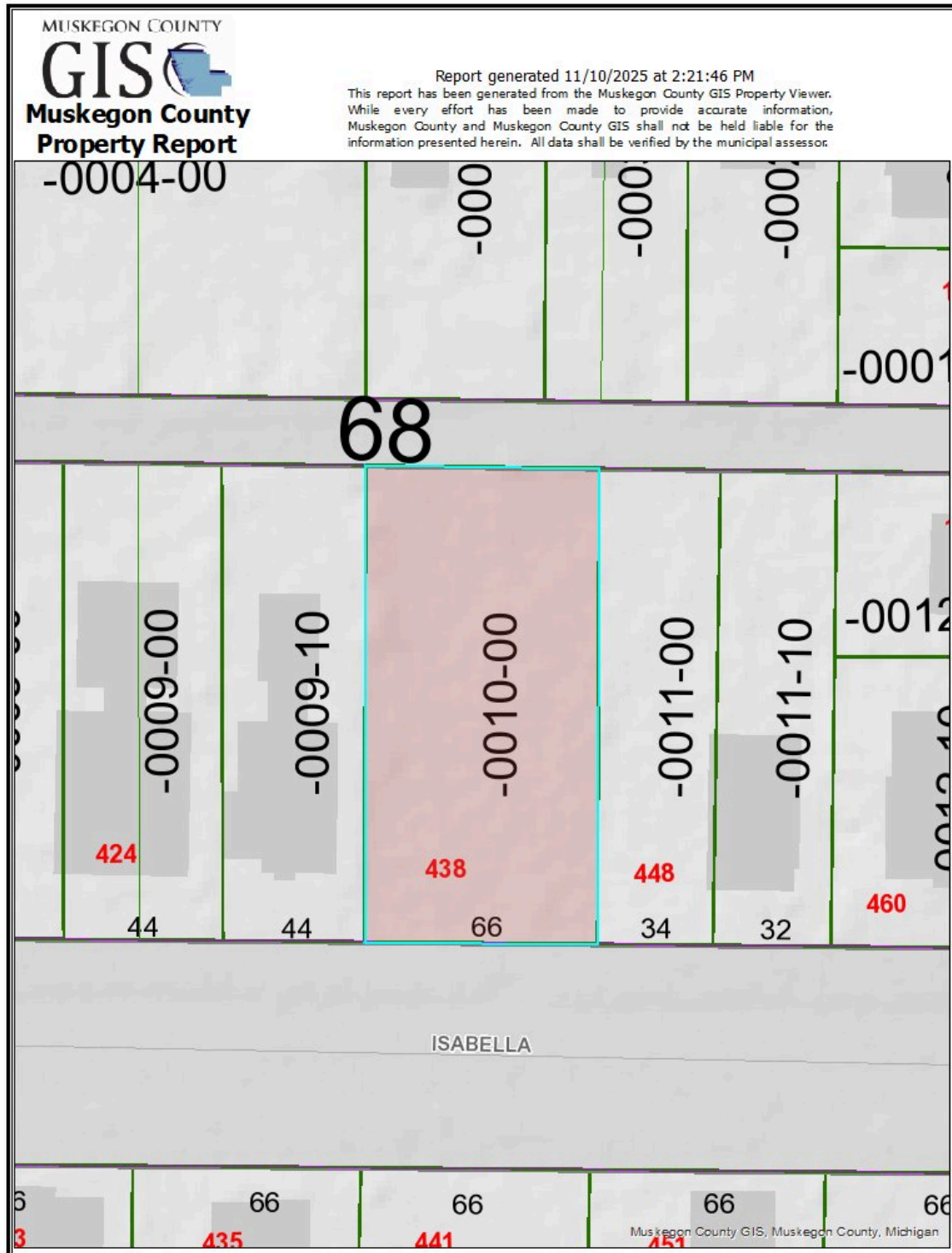


438 & 444 E Isabella Parent Parcel - Property Report

Area of Interest (AOI) Information

Area : 9,030.67 ft²

Nov 10 2025 14:21:09 Eastern Standard Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	9,030.67	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-068-0010-00	24	0.21	0.20	438	E	438 E ISABELLA 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	ROBERT MUUSSE BUILDER LLC	No Data	No Data	3465 PALMER DR	SAUGATUCK	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	49453	2,000.00	2,000.00	2,000.00	0	401	Residential - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 68	9,030.67

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

Resolution No. _____

MUSKEGON CITY COMMISSION

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

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Robert Muusse Builders LLC to construct a new home at 438 E. Isabella Ave. in the Angell neighborhood, and;

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Robert Muusse Builders LLC be approved.

Adopted this 25th day of November, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on November 25, 2025.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

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

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Robert Muusse Builders LLC to construct a new home at 444 E. Isabella Ave. in the Angell neighborhood, and;

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Robert Muusse Builders LLC be approved.

Adopted this 25th day of November, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on November 25, 2025.

By: _____
Ann Meisch
City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025		Title: Approval of Minutes																
Submitted by: Ann Meisch, City Clerk		Department: City Clerk																
Brief Summary: To approve minutes of the November 10, 2025, Worksession/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

WORKSESSION/COMMISSION MEETING

November 10, 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., Monday, November 10, 2025. Mayor Johnson opened the meeting with a moment of silence, 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 Jay Kilgo, Destinee Keener, Rachel Gorman, Katrina Kochin, and Willie German, Jr. (arrived at 5:45 p.m.), City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch

2025-86 HONORS, AWARDS, AND PRESENTATIONS

- A. Presentation from Melissa Howell, Muskegon County Department of Health and Human Services - Foster Parents** City Clerk

Melissa Howell explained the need to find and recruit Foster Parents.

- B. Work session Item — Beach Parking Report/Revenue Discussion** Public Safety

Public Safety Director Tim Kozal and Parking Enforcement Manager Ashley May presented an overview of Beach Parking for the 2025 season.

There is an action item under the consent agenda for a parking incentive program for 2026.

2025-87 PUBLIC HEARINGS

- A. Brownfield Plan Amendment #1 — Harbor 31 Hotel, Lakeshore Hotel Partners, LLC** Economic Development

Harbor 31 Hotel is requesting approval of Brownfield Plan Amendment #1. This amendment includes the addition of state school tax capture for reimbursement

of costs associated with Michigan Strategic Fund (MSF) eligible activities. The Brownfield Redevelopment Authority (BRA) approved the original Brownfield Plan on December 10, 2024, and the City Commission granted final approval on the same date. Amendment #1 includes the addition of state school tax capture for reimbursement of costs associated with Michigan Strategic Fund (MSF) eligible activities. The amendment adds \$15,000 for plan preparation, increases contingency by \$1,500 due to the addition of plan preparation costs, and reflects a decrease in interest from \$770,742 to \$533,328, resulting in a total reduction of \$237,414.

The 2.99-acre development will consist of a five-story hotel with 126 rooms. The project will include two meeting rooms, an indoor pool, fitness center, restaurant, and a bar with outdoor dining and patio space. The estimated total investment is approximately \$28.8 million and is expected to create approximately 35 full-time jobs. Construction is anticipated to begin in the winter of 2026 and be completed in the fall of 2027. The hotel will be part of the larger 31-acre Harbor 31 mixed-use community.

The Brownfield Plan is anticipated to remain in effect for up to 25 years, or until all eligible activities have been reimbursed. The final five years of the plan will allow for capture by the Local Brownfield Revolving Fund (LBRF). The total estimated cost of eligible activities is approximately \$2.2 million, with an estimated \$927,000 allocated to LBRF capture.

The Brownfield Redevelopment Authority approved Amendment #1 at their November 10, 2025 meeting. The Development and Reimbursement Agreement must be approved separately.

STAFF RECOMMENDATION: I move to close the public hearing and approve the resolution and authorize the Mayor and City Clerk to sign the resolution.

The Public Hearing opened to hear and consider any comments from the public. Comments were heard from Jamie Cross about public access, and Brad Hastings about ADA compliance.

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to close the public hearing and approve the resolution with the same condition attached by the Brownfield Redevelopment Authority on November 10, 2025, and authorize the Mayor and City Clerk to sign the resolution.

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

MOTION PASSES

B. PA 198 Industrial Facilities Exemption — 2034 Latimer Drive Economic Development

Pursuant to Public Act 198 of 1974, as amended, Johnson Technology, INC has requested the issuance of an Industrial Facilities Exemption Certificate for their

property located at 2034 Latimer Drive.

Johnson Technology, Inc., a subsidiary of GE Aerospace, has submitted an application for an Industrial Facilities Exemption (IFT) certificate for real property improvements at 2034 Latimer Drive. The company is proposing a 20,000 sq. ft. addition with a total investment of \$9,078,845. This addition will expand shipping and receiving facilities and add manufacturing floor space to support increasing production demands.

If approved, the IFT certificate would reduce property taxes on the real property improvements by 50% for the duration of the exemption.

Johnson Technology, Inc. is an aircraft engine parts manufacturer headquartered in the City of Muskegon, with additional facilities in Norton Shores. GE Aerospace employs over 330 people at its Muskegon location and plans to hire an additional 90 employees as part of this expansion. GE Aerospace (formerly GE Aviation) has been part of the Muskegon area since 1997, when it acquired Johnson Technology. The company is also investing \$70 million in a separate expansion in Norton Shores and has announced a broader \$1 billion nationwide commitment. Due to Johnson Technology's status as a federal contractor and pursuant to Executive Order 14173, the company is not subject to local affirmative action plan requirements. However, Johnson Technology remains committed to non-discrimination and ensuring equal opportunity for all employees and applicants, and has provided the City with a copy of its Respectful Workplace Policy reflecting that commitment.

Following its review, the City's Internal Tax Committee recommends approval of a 12-year abatement term for the proposed investment.

STAFF RECOMMENDATION: I move to close the public hearing and approve the issuance of an Industrial Facilities Exemption certificate for a period of 12 years for the property located at 2034 Latimer Dr. and to authorize the Mayor and City Clerk to sign the application and the resolution.

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

Motion by Commissioner German, second by Commissioner Kochin, to close the Public Hearing.

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

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2025-88 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the October 13, 2025, Commission Worksession Meeting and the October 14, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Ordinance Adoption: Unlawful Speed Exhibition Events (SECOND READING) Public Safety

The City of Muskegon Police Department requests consideration to adopt an ordinance to address the rise in unauthorized vehicle speed exhibitions—commonly known as “street takeovers”—which threaten public safety, disrupt neighborhoods, and damage infrastructure, by enhancing enforcement and providing progressive responses such as impoundment authority and advance notice procedures.

The City of Muskegon finds that unauthorized motor vehicle speed exhibition events—commonly known as “street takeovers,” “sideshows,” or “slideshows”—pose a serious threat to public safety, disrupt neighborhoods, damage infrastructure, and endanger motorists, pedestrians, and first responders. Events like these have been an issue in other communities, like Grand Rapids and Kalamazoo, and the police department has seen an uptick in these events in Muskegon. This ordinance is adopted to deter such behavior, enhance enforcement options, and provide for progressive administrative response through impoundment authority and advance notice procedures.

STAFF RECOMMENDATION: I move to adopt Chapter 92, Article VIII, Sections 92-500 through 92-504 of the Code of Ordinances of the City of Muskegon, Michigan to deter unauthorized speed exhibitions.

G. FY26 State Revolving Fund Engineering Services Public Works

Staff requests authorization to enter into two contracts with Prein & Newhof in the total amount of \$839,700 for design and construction engineering services related to the FY26 DWSRF and CWSRF programs, associated projects and service line replacements.

The City is again fortunate to have been offered loans, grants and principal forgiveness through the FY26 Drinking Water State Revolving Fund (DWSRF) and the Clean Water State Revolving Fund (CWSRF) programs through the State of Michigan Department of Environment, Great Lakes & Energy (EGLE). Specifically, the City has been offered a combination of grants and principal forgiveness totaling 28% funding, with the remaining 72% eligible for a 20-year loan at a 2% interest rate which is well below market.

Due to scoring requirements, several projects were included in the City's application and must be completed under the program in order to take advantage of the principle forgiveness (most of which is associated with the lead service line replacement work). The overall budget for the projects is \$14,450,000. Note that these represent the amounts the City is *eligible* for, and construction costs may be different once fully designed. Specifically, the program includes:

Project Component	DWSRF (Water)			CWSRF (Sewer)				
	Grant/PF	Loan	Total	Grant/PF	Loan	Ineligible	Total	Total
Lead Service Replacements	\$ 2,500,000	\$ 2,500,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
Glenside/9th	\$ 612,000	\$ 2,788,000	\$ 3,400,000	\$ 650,000	\$ 4,350,000	\$ 1,050,000	\$ 6,050,000	\$ 9,450,000
Total	\$ 3,112,000	\$ 5,288,000	\$ 8,400,000	\$ 650,000	\$ 4,350,000	\$ 1,050,000	\$ 6,050,000	\$ 14,450,000

The Glenside/9th Project includes 9th Street from Keating to Shelby, which will loop a dead end water main and provide better interconnects between the City's transmission mains, and work in Glenside to continue moving sewer and water mains from the alleys to the streets (work will occur on Hadden, Lexington, Randolph and Winchester, all west of Wickham).

Depending on bid prices, it is anticipated the FY26 program will replace up to 700 lead service lines. The debt service fees the SRF-eligible portion of the program are expected to add to the water bill are estimated at \$1.62 per month for a water residential account and at \$1.33 for a sewer residential account, for a total of \$2.95 per month which would begin impacting customer's bills in FY28 or FY29. Portions of the engineering work required for these projects are included in the 25/26 budget and should they move forward, the projects will continue to have allocations included in the 26/27 and 27/28 fiscal year budgets. The engineering costs are eligible for the principle forgiveness and bond at the same cost split as the construction work.

A qualifications-based process was used in 2019 that shortlisted Prein & Newhof along with two other firms to provide engineering services for these projects. Staff solicited proposals from Prein & Newhof which total \$1,113,600, split into one contract for the lead service line replacements and a second contract for the remainder of the projects. Prein & Newhof has already performed about 25% of the design work on the Glenside project for a prior SRF funding round, which the City elected not to take advantage of at that time due to system finances. The staff has reviewed the proposals and feels Prein & Newhof are best suited to handle these projects based on their experience and their intimate familiarity with our water system, the DWSRF program, and their history of exemplary performance on similar projects over the past several years.

STAFF RECOMMENDATION: Move to authorize staff to enter into two contracts with Prein & Newhof in the total amount of \$839,700 for design and construction engineering services related to the FY26 DWSRF and CWSRF programs, associated projects and service line replacements.

K. Harbor 31 Development and Reimbursement Agreement Economic Development

Harbor 31 Hotel is seeking approval of their development and reimbursement agreement for their hotel at 181 and 201 Viridian Dr.

The draft Development and Reimbursement Agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2047 or until all eligible activities have been reimbursed through

tax increment financing (TIF) capture, whichever occurs first. Brownfield Plan Amendment #1 was presented to the BRA on November 10, 2025, to incorporate state school tax capture for reimbursement of eligible non-environmental activities. The BRA approved the development and reimbursement agreement at their November 10, 2025 meeting. The Development and Reimbursement Agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement.

STAFF RECOMMENDATION: I move to approve the Development and Reimbursement Agreement for Harbor 31 Hotel as presented and to authorize the Mayor and City Clerk to sign.

M. Bid/RFP contract award - Engineering AutoCad standards DPW-Engineering

Staff is requesting authorization to enter into a contract with Fleis & Vandenbrink in the amount of \$98,490.00 for engineering services to update City specifications, bid documents, standard details and CAD software.

Bids were solicited for a technical project to develop and improve City Standards and AutoCad Templates; including but not limited to creating drawing details, blocks and layers, creating new front end construction specifications, and updating the City's construction specifications, training for engineering staff on these items, and a year of ongoing technical support. The bid tabulation is below. Staff recommends Fleis & Vandenbrink, a local firm, based on the details of their proposal being in line with staff's expectations for the project, and their local presence for the training and support components. The project was budgeted at \$100,000.

Spicer Group: \$95,500.00

Fleis & Vandenbrink: \$98,490.00

Prein & Newhof: \$160,900.00

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Fleis & Vandenbrink in the amount of \$98,490.00 for establishing engineering services to update City specifications, bid documents, standard details and CAD software.

O. Brunswick Sewer Work Manager's Office

The sewer fund would receive \$49,195 from Brunswick to cover its share of the repair costs. This is a reduction of the total bill, taking into account the costs Brunswick had already incurred in the repair process.

In 2024, the City collaborated with Brunswick to perform repair work on their sewer lateral within Laketon Ave. After taking into account various costs both parties incurred, this represents the balance that Brunswick is responsible for, \$49,195. Since this adjustment to the total bill exceeds \$25,000, approval from the Commission is required.

In 2024, the City collaborated with Brunswick to perform repair work on their sewer lateral within Laketon Ave. After taking into account various costs both parties

incurred, this represents the balance that Brunswick is responsible for, \$49,195. Since this adjustment to the total bill exceeds \$25,000, approval from the Commission is required.

STAFF RECOMMENDATION: To approve the sewer repair bill to Brunswick for \$49,195.

Motion by Commissioner German, second by Commissioner Keener, to approve the Consent Agenda as presented minus Items C, D, E, F, H, I, J, L, and N.

ROLL VOTE: **Ayes:** Kochin, St.Clair, Johnson, Kilgo, German, and Gorman
 Nays: None
 (Commissioner Keener stepped out for a moment)

MOTION PASSES

2025-89 ITEMS REMOVED FROM THE CONSENT AGENDA

C. Limited Traffic Data Software Subscription Public Works

Staff requests authorization to enter into a three-year contract with Vertosoft, LLC for \$26,752 per year for a subscription to Urban SDK traffic data software.

Staff in the Police Department and Engineering Department have long been interested in taking advantage of improving technology to gain a better understanding of traffic in the City. Current technology involves placing radar trailers or rubber hoses on the roadways and returning later to pick up the devices and process the data, one location at a time. Urban SDK offers a solution that will give both departments access to speed and volume data across the entire City network, instantaneously, via software. Urban SDK uses the connected devices already in nearly all vehicles to anonymously report speed and volume data.

Vertosoft has provided the City with a quote for a three-year contract that is based on Sourcwell pricing. Sourcwell is a purchasing cooperative that competitively bids goods and services and offers its members the ability to purchase those items at the lowest bid price. It meets the City's purchasing policy requirements for a public bid. While this item was not specifically budgeted for in the street fund budgets, reserves are available to cover this expense, and the budget will be amended accordingly. This advanced software will improve the staff's efficiency, knowledge and accuracy.

STAFF RECOMMENDATION: Move to authorize staff to enter into a three-year contract with Vertosoft, LLC for \$26,752 per year for a subscription to Urban SDK traffic data software.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to authorize staff to enter into a three-year contract with Vertosoft, LLC for \$26,752 per year for a subscription to Urban SDK traffic data software.

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

Nays: Kilgo and Kochin

MOTION PASSES

D. Sale of 617, 625, & 635 Oak Planning

Staff is seeking authorization to sell the City-owned vacant lots at 617, 625, and 635 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 617, 625, and 635 Oak for \$6,100 (50% of the True Cash Value of \$12,200) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex on each of the properties.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 617, 625, and 635 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to sell the City-owned vacant lots at 617, 625, and 635 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

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

MOTION PASSES

E. Sale of 638 & 644 Oak Planning

Staff is seeking authorization to sell the City-owned vacant lots at 638 and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lots at 638 and 644 Oak for \$4,000 (50% of the True Cash Value of \$8,000) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex on each property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 638 and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Motion by Commissioner German, second by Commissioner Kilgo, to authorize staff to sell the City-owned vacant lots at 638 and 644 Oak to Sjaarda Homes and Properties LLC (Derek Sjaarda).

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

MOTION PASSES

F. Sale of 595 Oak & 594 Orchard Planning

Staff is seeking authorization to sell the City-owned vacant lots at 595 Oak and 594 Orchard to Sue Ann Properties LLC (Eric Payne).

Sue Ann Properties LLC (Eric Payne) would like to purchase the City-owned buildable lots at 595 Oak and 594 Orchard for \$4,000 (50% of the True Cash Value of \$8,000) plus half of the closing costs, and the fee to register the deed. Sue Ann Properties LLC will be constructing a duplex on each property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 595 Oak and 594 Orchard to Sue Ann Properties LLC.

Motion by Commissioner German, second by Commissioner Kochin, to authorize staff to sell the City-owned vacant lots at 595 Oak and 594 Orchard to Sue Ann Properties LLC.

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

MOTION PASSES

H. Beach Pass Online Discount Public Safety

Request to give a discount to patrons who purchase their annual beach parking permits on the portal.

As we introduce our new license plate reader program for beach passes, a portal is available for the public to purchase all beach passes. As an incentive to encourage people to use the portal, we would like to offer a \$4.00 discount for annual passes purchased on the portal.

STAFF RECOMMENDATION: Approve \$4.00 discount for patrons who purchase annual beach passes on the new portal.

Motion by Commissioner Kilgo, second by Commissioner German, to approve a \$4.00 discount for patrons who purchase annual beach passes and a \$3 discount for patrons who purchase a daily beach pass on the new portal and request staff to move forward with the BOGO.

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

MOTION PASSES

I. Rezoning of 560 Mart St from Waterfront Marine (WM) to Waterfront Industrial PUD (WI-PUD). Planning

Request to rezone a portion of the property at 560 Mart St from Waterfront Marine (WM) to Waterfront Industrial PUD (WI-PUD), by West Michigan Dock & Market Corp.

The applicant is requesting to rezone 23.5 acres of the 43.5 acre site to WI-PUD. The area to be rezoned is located behind the existing security fence. This area has historically been used for port-related activities. Although these uses are not allowed in the WM zoning district, they are considered legally non-conforming (grandfathered). Rezoning this portion of the property to WI-PUD would allow the

applicant to apply for a PUD for port-related uses, which would allow them to become legally-conforming. The rest of the parcel would remain under Waterfront Marine (WM) zoning.

This rezoning request is related to the "land swap" project between the City, Mart Dock, and Verplank. More information regarding the project can be found here: <https://muskegon-mi.civilspace.io/en/projects/connecting-community-to-the-water-ports-and-parks>

The land swap project would help complete several goals identified in City plans, including the following:

- Increasing publicly-accessible land along the waterfront - Imagine Muskegon Lake (page 10).
- Increasing publicly-accessible shoreline - Imagine Muskegon Lake (page 10)
- Increasing multi-use paths and trails along the shoreline - Imagine Muskegon Lake (page 10)
- Increasing mixed-use development along the waterfront - Imagine Muskegon Lake (page 11)
- Activating the Mart Dock property as an activity center - Imagine Muskegon Lake (page 37,40,41)
- Habitat restoration at the future park on the Verplank site - Imagine Muskegon Lake (page 59)
- Connecting the Western & Central Waterfront Districts to Downtown - Imagine Muskegon Lake (page 15)
- Become regionally and nationally designated by organizations that will bring visibility and economic development to Muskegon Lake - Master Plan (Economic Development, page 19)
- Improve the environmental quality of greenway corridors by cleaning up contaminated sites, safeguarding areas highly susceptible to private land use, and reducing dumping - Master Plan (Natural Features, page 13)
- Increase and enhance publicly-accessible amenities along the waterfront and soften shorelines where possible - Master Plan (Economic Development, page 18)
- Invest in placemaking opportunities that capitalize on community assets - Master Plan (Economic Development, page 10)
- Increase access to the Muskegon Lake shoreline - Master Plan (Jackson Hill, page 11).

The Planning Commission recommended approval of the request by a 7-2 vote at their special meeting on October 23.

STAFF RECOMMENDATION: I move that the request to rezone a portion of the property at 560 Mart St. from Waterfront Marine to Waterfront Industrial PUD be approved.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to move that the request to rezone a portion of the property at 560 Mart St. from Waterfront Marine to Waterfront Industrial PUD be approved.

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

MOTION PASSES (REQUIRES SECOND READING)

J. Rezoning of 501 E Western Ave from Open Space Recreation (OSR) to Waterfront Industrial PUD (WI-PUD). Planning

Staff-initiated request to rezone 501 E Western Ave from Open Space Recreation (OSR) to Waterfront Industrial PUD (WI-PUD).

Staff is requesting to rezone a portion of Fisherman's Landing (501 E Western) to WI-PUD to allow for port activities on-site. Once the property is rezoned to WI-PUD, the owner would be able to apply for a PUD for port-related activities. The remainder of the property will remain OSR zoning, and the boat launch, fishing areas, and bathrooms will remain open to the public. About 3.5 of the 5 parking lots on-site will remain (about 46 parking spaces to be eliminated). Please see the map depicting the portion of the property to be rezoned and the zoning ordinance excerpts for WI-PUD and OSR.

This rezoning request is related to the "land swap" project between the City, Mart Dock, and Verplank. More information regarding the project can be found here: <https://muskegon-mi.civilspace.io/en/projects/connecting-community-to-the-water-ports-and-parks>

The land swap project would help complete several goals identified in City plans, including the following:

- Increasing publicly-accessible land along the waterfront - Imagine Muskegon Lake (page 10).
- Increasing publicly-accessible shoreline - Imagine Muskegon Lake (page 10)
- Increasing multi-use paths and trails align the shoreline - Imagine Muskegon Lake (page 10)
- Increasing mixed-use development along the waterfront - Imagine Muskegon Lake (page 11)
- Activating the Mart Dock property as an activity center - Imagine Muskegon Lake (page 37,40,41)
- Habitat restoration at the future park on the Verplank site - Imagine Muskegon Lake (page 59)
- Connecting the Western & Central Waterfront Districts to Downtown - Imagine Muskegon Lake (page 15)

- Become regionally and nationally designated by organizations that will bring visibility and economic development to Muskegon Lake - Master Plan (Economic Development, page 19)
- Improve the environmental quality of greenway corridors by cleaning up contaminated sites, safeguarding areas highly susceptible to private land use, and reducing dumping - Master Plan (Natural Features, page 13)
- Increase and enhance publicly-accessible amenities along the waterfront and soften shorelines where possible - Master Plan (Economic Development, page 18)
- Invest in placemaking opportunities that capitalize on community assets - Master Plan (Economic Development, page 10)
- Increase access to the Muskegon Lake shoreline - Master Plan (Jackson Hill, page 11).

The Planning Commission recommended approval of the rezoning by a 7-2 vote at their special meeting on October 23.

STAFF RECOMMENDATION: I move that the request to rezone a portion of the property at 501 E Western Ave from Open Space Recreation to Waterfront Industrial PUD be approved.

Motion by Commissioner Keener, second by Commissioner Kilgo, to move that the request to rezone a portion of the property at 501 E. Western Ave. from Open Space Recreation to Waterfront Industrial PUD be approved.

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

MOTION PASSES (REQUIRES SECOND READING)

L. Bid Award - Park Building Renovations DPW- Parks

Staff requests authorization to enter into a contract with JWK in the amount of \$390,295 for park building renovations to Sheldon Park and Hartshorn Marina & Park.

The parks department published a Request for Proposals in September for renovations to 3 park buildings in need of renovation and repairs. The improvements include restoring Sheldon Park bathroom and making ADA improvements. Hartshorn Marina harbormaster building will be renovated to improve work operations and properly seal the building. Hartshorn Boat Ramp & Park restroom will be renovated as well with all new fixtures and a new roof. Short Elliot Hendricks is the architect and project manager for these projects and will assist with project oversight. These projects are scheduled to be completed no later than fall of 2026. These improvements have been planned and budgeted since the Parks Master Plan update in 2024 due to high community desire for these bathrooms to reopen.

Bid Tab:

JWK Construction Inc - \$390,295
Clifford Buck Construction Company - \$409,481 (\$401,291 with 2% City preference)
Midwest Construction Group - \$424,312
Tridonn Construction Company - \$513,913 (\$508,774 with 1% County preference)
JWK Construction is the recommended contractor for this project. The Purchasing Policy does offer a 2% local contractor preference, and JWK is the lowest bidder with the 2% preference factored in.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with JWK in the amount of \$390,295 for park building renovations to Sheldon Park and Hartshorn Marina & Park.

Motion by Commissioner Keener, second by Commissioner Kochin, to authorize staff to enter into a contract with JWK in the amount of \$390,295 for park building renovations to Sheldon Park and Hartshorn Marina & Park.

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

MOTION PASSES

N. Police Department Wage Increase Public Safety

The City of Muskegon is proposing a wage increase for both the Patrol and Command Police Unions. This proposal recognizes the tremendous work our police officers and command staff perform under extraordinary circumstances and supports our commitment to retaining compassionate, professional, ethical, and community-focused officers. The proposed wage increase would pay officers at their 2026 rate starting on October 1, 2025, with an additional \$1 added to those wages.

The Muskegon Police Department, like many police departments nationwide, has experienced staffing shortages. Despite these challenges, our officers and command staff have continued to provide exceptional service to the community. The City of Muskegon must continue to reward our officers for their hard work and also have a competitive wage to attract new talent to fill our staffing shortage. The City of Muskegon is proposing a wage increase for the Patrol and Command Unions. The proposed wage increase would pay officers at their 2026 wage rate beginning October 1, 2025, with an additional \$1 added to those wages. The pay adjustment will be retroactive to October 1 and issued in the first pay period of December. Below is the breakdown of the wage increase.

Police Patrol Union Wage Matrix (hourly)

	Recruit	Start	1 YR	2 YRS	3 YRS	4 YRS	5-9 YRS	10+ YRS
2025	23.00	28.00	29.00	32.00	35.00	37.00	38.00	39.00
2026	24.00	29.00	32.00	35.00	37.00	38.00	39.00	41.00

Proposed Increase	25.00	30.00	33.00	36.00	38.00	39.00	40.00	42.00
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Police Command Union Wage Matrix (hourly)

	Sergeant	Lieutenant	Captain
2025	45.20	48.29	51.39
2026	47.10	50.16	53.21
Proposed Increase	48.10	51.16	54.21

It should be noted that for FY 2025-26, we were projecting a \$232,000 budget surplus, with total revenues of \$44,335,812. However, fiscal Year 2024-25 revenues came in better than expected at approximately \$44,251,000. This number is only about \$85,000 less than our projected revenues for the current fiscal year. Given the revenue number from this past fiscal year, and considering changes in state revenues, we're now projecting general fund revenues closer to \$45,000,000. This would give us more than enough flexibility in our budget to absorb this increase. Additionally, because FY 2024-25 revenues came in higher than initially forecast (and expenses were also down) we did not have to touch the fund balance as initially anticipated. So, we're projecting a slight increase in our fund balance position when the auditors present the audit after the first of the year.

STAFF RECOMMENDATION: I move to approve the wage increase for both the Patrol and Command Police Unions to begin 2026 wage rates plus a \$1 increase retroactively beginning October 1, 2025.

Motion by Commissioner German, second by Vice Mayor St.Clair, to approve the wage increase for both the Patrol and Command Police Unions to begin 2026 wage rates plus a \$1 increase retroactively beginning October 1, 2025.

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

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson thanked the Clerk and her staff for operating another excellent election and for sharing the results as soon as they were available.

Commissioner German also thanked the Clerk and those who ran for office and congratulated those who won.

City Manager Jonathan Seyferth stated we cannot get pennies anymore, they stopped being minted in May. We are working on a pilot program on rounding.

Mayor Johnson reminded that we have the kiosk in the atrium where you can pay your water bill and DTE bill.

Commissioner Kilgo asked council about Closed Session.

Commissioner Kochin announced that those who are struggling to get food there is an event on November 15, starting at noon, at the Paradise Event Center, 465 W. Broadway. They will be handing out food.

Mayor Johnson stated the fall menu at the Love Café is launching Tuesday, November 11. It is a pay-as-you-can diner. He also stated that our Farmers Market is a participant in the double-up food bucks program, and there is also bonus bucks.

GENERAL PUBLIC COMMENT

Public comments received.

2025-90 CLOSED SESSION

A. Discussion of Attorney/Client Privilege Manager's Office

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

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

MOTION PASSES

Motion by Commissioner Kilgo, second by Commissioner German, to go into Open Session.

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

MOTION PASSES

ADJOURNMENT

The City Commission meeting adjourned at 10:07 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City
Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Cost of Living Adjustment-Non Union Employees							
Submitted by: Kenneth Grant, Finance Director	Department: Finance							
Brief Summary: At the end of the calendar year management recommends an adjust to non-union wages. Management recommends a 3% COLA that is consistent with U.S Bureau of Labor Statics data thru September 2025.								
Detailed Summary & Background: Overall, with the 3% increase, it looks like the NU group is projecting a decrease of around \$270K from budgeted figures, specifically \$150K from the GF. Every fund affected is included in the summary, but the increases are less then \$20K, of which many impact the street funds. This decrease is most likely from a combination of a few items: 1. Budgeted numbers are finalized at the end of April, but staff currently employed by the end of March/ early April are assumed to continue employment. Just considering GF, we had three individuals either retire or resign prior to the end of FY 24-25, and were replaced sometime in early FY 25-26. The staff who replaced these members began at lower wages and lower fringe rates. 2. We had already considered at 2.3% increase in wages, due to projected inflation, so the additional 0.7% isn't all too much more 3. With the increase in opt-out rates, we are seeing that more new hires are choosing to go onto their spouse/ partner's insurance.								
Goal/Action Item:								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: No impact on budget	Budgeted Item: <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				
Fund(s) or Account(s): various	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>x</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	x	N/A		
Yes		No	x	N/A				
Recommended Motion:								

I move to approve the 3.0% wage increase for non-union employees effective January 1, 2026

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Estimated Expenses:		Budgeted FY 25-26	Estimated w/ 3% FY 25-26	Increase (Decrease)
Total:		9,131,569	8,860,504	(271,065)
Per Fund				
101		5,470,130	5,315,042	(155,088)
202		174,831	192,369	17,538
203		174,831	195,267	20,436
252		95,736	103,657	7,921
254		343,956	335,535	(8,421)
394		127,203	87,681	(39,522)
467			5,095	5,095
472		197,834	156,372	(41,462)
473		84,179	83,281	(898)
475		2,097	5,817	3,720
496			122	122
590		403,958	397,182	(6,775)
591		796,076	782,319	(13,757)
594		137,113	105,966	(31,147)
642		748,704	730,308	(18,397)
643		175,038	170,934	(4,103)
661		132,554	127,424	(5,129)
677		67,331	66,135	(1,196)

(271,065)

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25-1367-CHI
Thursday, September 11, 2025

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Related Links

[Detroit Area Economic Summary](#)

[Historical Table Detroit CPI-U](#)

[Historical Table Detroit CPI-W](#)

[CPI chart package](#)

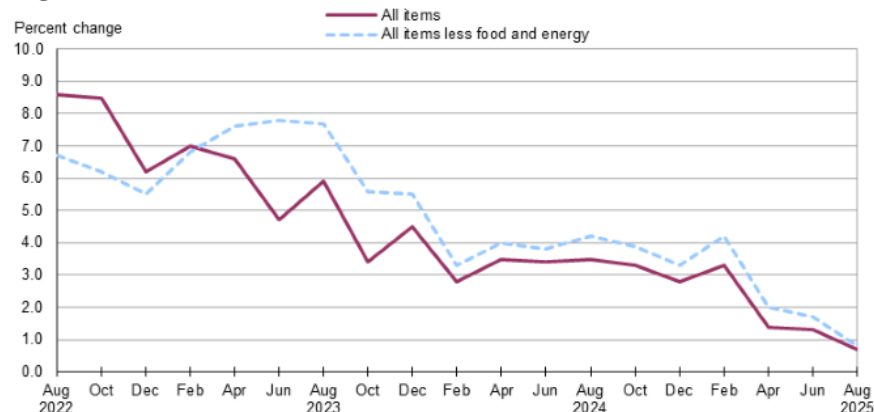
Consumer Price Index, Detroit-Warren-Dearborn area – August 2025

Area prices were up 0.2 percent over the past two months, up 0.7 percent from a year ago

The Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Warren-Dearborn area increased 0.2 percent for the two months ending in August 2025, the U.S. Bureau of Labor Statistics reported today. Acting Regional Commissioner Julie Wilson noted that the index for all items less food and energy increased 0.2 percent over the two-month period. The energy index rose 0.3 percent from June to August and the index for food was up 0.6 percent. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

The Detroit-Warren-Dearborn area all items CPI-U increased 0.7 percent for the 12 months ending in August. The index for all items less food and energy advanced 0.8 percent over the year. The food index rose 2.6 percent, and the energy index was down 3.0 percent compared to August 2024.

Chart 1. Over-the-year percent change in CPI-U, Detroit-Warren-Dearborn, MI, August 2022–August 2025



Source: U.S. Bureau of Labor Statistics.

Food

Food prices rose 0.6 percent for the two months ending in August. Prices for food at home (grocery store purchases) rose 0.9 percent.

Food prices rose 2.6 percent over the year. Prices for food at home advanced 2.3 percent. Grocery food categories increasing over the year included fruits and vegetables (+9.4 percent) and meats, poultry, fish, and eggs (+6.2 percent). The index for dairy and related products was down 6.0 percent over the year.

Energy

The energy index rose 0.3 percent for the two months ending in August. Gasoline prices were up 1.0 percent over the past two months.

Energy prices fell 3.0 percent over the year. Gasoline prices were down 8.3 percent compared to August 2024.

All items less food and energy

The index for all items less food and energy rose 0.2 percent during the two-month period. Among the index's components, prices were higher for shelter (+0.8 percent), apparel (+3.6 percent), and medical care (+0.7 percent). In contrast, prices were lower for communication.

The index for all items less food and energy advanced 0.8 percent over the year. Components contributing to the increase included owners' equivalent rent of residences (+2.0 percent), medical care (+3.7 percent), and new and used motor vehicles (+3.0 percent). In contrast, prices were lower for lodging away from home.

The October 2025 Consumer Price Index for the Detroit-Warren-Dearborn area is scheduled to be released on November 13, 2025.

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for Detroit is published bi-monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

Percent changes for all-items data previously found in Table A of this release can be accessed in Chart 1 for this release and its attendant data table. A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The **Detroit-Warren-Dearborn, MI, Core Based Statistical Area** includes Lapeer, Livingston, Macomb, Oakland, St. Clair, and Wayne Counties in Michigan.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Detroit-Warren-Dearborn, MI, CPI-U by expenditure category for August 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025
All items		298.928	-	299.658	0.7	0.2	-
All items (1967=100)		888.538	-	890.708	-	-	-
Food and beverages		292.685	-	294.201	2.6	0.5	-
Food		293.193	-	295.073	2.6	0.6	-
Food at home		275.024	275.200	277.447	2.3	0.9	0.8
Cereals and bakery products		344.812	345.778	339.703	0.2	-1.5	-1.8
Meats, poultry, fish, and eggs		295.393	298.750	301.230	6.2	2.0	0.8
Dairy and related products		199.941	199.807	196.732	-6.0	-1.6	-1.5
Fruits and vegetables		271.524	278.775	289.468	9.4	6.6	3.8
Nonalcoholic beverages and beverage materials ⁽¹⁾		276.115	268.665	268.420	1.3	-2.8	-0.1
Other food at home		259.216	256.531	260.294	0.3	0.4	1.5
Food away from home		-	-	325.000	3.0	-	-
Alcoholic beverages		281.728	-	278.653	2.7	-1.1	-
Housing		297.739	-	299.851	0.0	0.7	-
Shelter		345.451	348.863	348.064	-1.0	0.8	-0.2
Rent of primary residence		355.589	357.073	356.809	2.8	0.3	-0.1
Owners' equiv. rent of residences ⁽²⁾		339.147	341.281	339.705	2.0	0.2	-0.5
Owners' equiv. rent of primary residence ⁽²⁾		339.147	341.281	339.705	2.0	0.2	-0.5

Footnotes

(1) Index is on a December 1977=100 base.

(2) Index is on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

Expenditure category	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025
Household furnishings and operations		147.308	-	148.509	3.7	0.8	-
Apparel		112.082	-	116.158	6.4	3.6	-
Transportation		326.187	-	321.400	-1.6	-1.5	-
Private transportation		337.153	-	332.177	-1.7	-1.5	-
New and used motor vehicles ⁽³⁾		146.553	-	147.307	3.0	0.5	-
New vehicles ⁽¹⁾		260.850	-	260.654	1.0	-0.1	-
Used cars and trucks ⁽¹⁾		392.457	-	397.730	5.9	1.3	-
Motor fuel		286.060	286.966	289.018	-8.3	1.0	0.7
Gasoline (all types)		285.229	286.044	288.129	-8.3	1.0	0.7
Unleaded regular ⁽⁴⁾		284.918	285.573	287.761	-8.7	1.0	0.8
Unleaded midgrade ⁽⁴⁾⁽⁵⁾		356.123	358.542	360.477	-7.0	1.2	0.5
Unleaded premium ⁽⁴⁾		318.915	321.333	322.639	-5.4	1.2	0.4
Medical care		510.388	-	514.187	3.7	0.7	-
Recreation ⁽³⁾		129.140	-	130.431	2.1	1.0	-
Education and communication ⁽³⁾		164.642	-	162.507	0.0	-1.3	-
Tuition, other school fees, and childcare ⁽¹⁾		-	-	-	-	-	-
Other goods and services		563.257	-	562.338	1.4	-0.2	-
Footnotes (1) Index is on a December 1977=100 base. (2) Index is on a December 1982=100 base. (3) Indexes on a December 1997=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base. - Data not available. NOTE: Index applies to a month as a whole, not to any specific date.							

Table 2. Detroit-Warren-Dearborn, MI, CPI-U by special aggregate index for August 2025, not seasonally adjusted (1982-84=100 unless otherwise noted)

Special aggregate index	Indexes				Percent change from:		
	Historical data	Jun. 2025	Jul. 2025	Aug. 2025	Aug. 2024	Jun. 2025	Jul. 2025
All items		298.928	-	299.658	0.7	0.2	-
Food		293.193	-	295.073	2.6	0.6	-
Energy		280.557	278.840	281.453	-3.0	0.3	0.9
All items less food and energy		307.588	-	308.096	0.8	0.2	-
All items less energy		304.495	-	305.220	1.0	0.2	-
All items less medical care		290.648	-	291.233	0.4	0.2	-
All items less shelter		284.252	-	284.141	1.5	0.0	-
Commodities		214.810	-	216.630	1.3	0.8	-
Commodities less food		179.807	-	181.589	0.6	1.0	-
Commodities less food & beverages		176.014	-	177.965	0.5	1.1	-
Durables		138.025	-	139.224	3.5	0.9	-
Nondurables		247.725	-	249.806	0.6	0.8	-
Nondurables less food		209.176	-	211.442	-1.2	1.1	-
Nondurables less food & beverages		204.262	-	206.936	-1.4	1.3	-
Services		384.192	-	383.912	0.4	-0.1	-
Services less rent of shelter ⁽¹⁾		441.821	-	437.400	1.7	-1.0	-
Services less medical care services		376.150	-	375.607	-0.1	-0.1	-
Footnotes (1) Indexes on a December 1982=100 base. - Data not available. NOTE: Index applies to a month as a whole, not to any specific date.							

Last Modified Date: Thursday, September 11, 2025



Consumer Price Index

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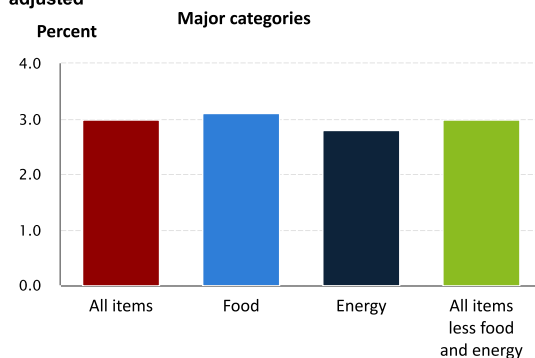
The **Consumer Price Index (CPI)** is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. Indexes are available for the U.S. and various geographic areas. Average price data for select utility, automotive fuel, and food items are also available.

NOTICES

» Recent and upcoming methodology changes: 2025 [Read More »](#)

CHARTS

12-month percentage change, Consumer Price Index, selected categories, September 2025, not seasonally adjusted

[read more »](#)

LATEST NUMBERS

+0.3%

Consumer Price Index (CPI): in Sep 2025

[read more »](#)

NEWS RELEASES

CPI for all items rises 0.3% in September; gasoline up

10/24/2025

In September, the Consumer Price Index for All Urban Consumers rose 0.3 percent, seasonally adjusted, and rose 3.0 percent over the last 12 months, not seasonally adjusted. The index for all items less food and energy increased 0.2 percent in September (SA); up 3.0 percent over the year (NSA).

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PUBLICATIONS

THE ECONOMICS DAILY

12-month percentage change, Consumer Price Index, selected categories

Category	Aug 2023	Feb 2024	Aug 2024	Feb 2025	Aug 2025
All items	1.8%	1.8%	1.8%	2.3%	2.1%
All items less food and energy	1.8%	1.8%	1.8%	2.1%	1.9%
Food	1.8%	1.8%	1.8%	2.1%	1.8%
Energy	1.8%	1.8%	1.8%	2.4%	2.1%

Source: Bureau of Economic Analysis, Consumer Price Index, All Urban Consumers (CPI-U). Data as of August 2025. For more information, visit <https://www.bls.gov>.

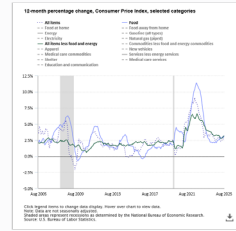
Consumer prices up 2.9 percent from August 2024 to August 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 2.9 percent for the 12 months ending August 2025, after rising 2.7 percent over the same period in June and July.

Prices for all items less food and energy

rose 3.1 percent, food prices increased 3.2 percent, and energy prices increased 0.2 percent since August 2024. [read more »](#)

1 2 3 4



Consumer prices up 2.9 percent from August 2024 to August 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 2.9 percent for the 12 months ending August 2025, after rising 2.7 percent over the same period in June and July. Prices for all items less food and energy

rose 3.1 percent, food prices increased 3.2 percent, and energy prices increased 0.2 percent since August 2024. [read more »](#)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Fleet Vehicle Replacement - Plow Trucks																
Submitted by: Joe Buthker, DPW Superintendent, Dawson Romanosky, DPW Equipment Supervisor	Department: Public Works																
Brief Summary: Staff is requesting approval to purchase two replacement plow trucks.																	
Detailed Summary & Background: This request is to purchase two replacement plow trucks for the City's equipment fleet. These new vehicles will replace existing plow trucks that are nearly 25 years old. The cab and chassis for each truck will be purchased from West Michigan International through the Sourcewell contract for \$117,632.82 per unit. The plow truck components, including the dump box, underbody scraper blade, and salt box, will be built and installed by Viking-Cives under the Sourcewell contract for \$139,952.69 per unit. Sourcewell is a purchasing collective that publicly bids items to offer the best value to member organizations, and its public bid process satisfies the City's purchasing policy requirements.																	
<table border="1"><thead><tr><th></th><th>Quantity</th><th>Price</th><th>Total</th></tr></thead><tbody><tr><td>Cab and chassis</td><td>2</td><td>\$117,632.82</td><td>\$235,265.64</td></tr><tr><td>Dump box, underbody scraper blade, and salt spreader</td><td>2</td><td>\$139,952.69</td><td>\$279,905.38</td></tr><tr><td>Total</td><td></td><td></td><td>\$515,171.02</td></tr></tbody></table>			Quantity	Price	Total	Cab and chassis	2	\$117,632.82	\$235,265.64	Dump box, underbody scraper blade, and salt spreader	2	\$139,952.69	\$279,905.38	Total			\$515,171.02
	Quantity	Price	Total														
Cab and chassis	2	\$117,632.82	\$235,265.64														
Dump box, underbody scraper blade, and salt spreader	2	\$139,952.69	\$279,905.38														
Total			\$515,171.02														
The total cost of \$515,171.02 is a budgeted expense from the Equipment Fund. Delivery timelines for fully assembled plow trucks have recently exceeded one year. It is likely the purchases of the cab and chassis (\$235,265.64) will occur this FY (2025-26), but the installation of the dump box, underbody scraper blade, and salt spreader (\$279,905.38) will be next FY (2026-27).																	
Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices																	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																	
Amount Requested: \$515,171.02	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A											
Yes	X	No		N/A													

Fund(s) or Account(s): Equipment Fund (661-563)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No	X	N/A										
Yes		No	X	N/A												
Recommended Motion: I move to authorize staff to purchase two new plow trucks through West Michigan International and Viking-Cives for \$515,171.02.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 65%;"></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			<u>Name the Policy/Ordinance Followed:</u> Purchasing Policy
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Equipment Purchase – Plow Truck



Prepared For:

City of Muskegon
Dawson Romanosky
1350 E Keating Ave.
Muskegon, MI 49442-6183
(231)724 - 6937
Reference ID: N/A

Presented By:

WEST MICHIGAN INTL
Steven E Bush
575 56TH ST. SW
WYOMING MI 49548 - 4497
(616)241-4656

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2027 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 36220. Calc. GVWR: 36220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 44.45% / 3.77% @ 55 MPH Calc. Geared Speed: 63.8 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 75.00 Axle to Frame.	5957/3683	9640
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	233/594	827
1LLK	BUMPER, FRONT Omit Item	-87/12	-75
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	139/-34	105
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	11/16	27
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/7	7
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VHZ	AIR TANK LOCATION (2) Mounted Under Cab, Outside Left Rail, on Step Bracket, with Ground Clearance	37/18	55
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
5710	STEERING COLUMN Tilting and Telescoping	16/3	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	101/-5	96
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	5/23	28
7BEU	AFTERTREATMENT COVER Aluminum	8/3	11
7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance	122/42	164
7WBU	EXHAUST HEIGHT 11' 6"	18/13	31
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	9/7	16
7WDT	TAIL PIPE (1) Straight Type	5/4	9
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense	7/0	7
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	25/28	53
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-34/11	-23
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u>		
	: PAINT SCHEMATIC ID LETTERS "WK"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	1/0	1
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)	531/33	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	23/-5	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	208/75	283

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO	0/0	0
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43	0/215	215
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/207	207
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-1/-4	-5
15SSC	FUEL TANK Temporary, Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Back of Cab	22/4	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KZX	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	0/0	0
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	15/8	23

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XXC	COWL TRAY LID	7/4	11
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	12/0	12
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/24	24
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	12/0	12
7382138137	(4) TIRE, REAR 11R22.5 Load Range H FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive	0/-4	-4
	Cab schematic 100WK		
	Location 1: 9219, Winter White (Std)		
	Chassis schematic N/A		

Services Section:

Vehicle Specifications
2027 HV507 SFA (HV507)

October 25, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40TWA	SRV CONTRACT, EXT ALLISON XMSN To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)	0/0	0
40YAP	SRV CONTRACT, EXT VEH COVERAGE To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission	0/0	0
40YYX	SRV CONT, EXT CUMMINS ENGINE To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1	0/0	0
Total Component Weight:		7977/4856 (lbs)	12833 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$158,842.00	
Service Items	\$9,156.00	
Total Factory List Price Including Options:		\$167,998.00
SALES INFORMATION G-6630H.	\$7,000.00	
Total Preparation And Delivery:		\$7,000.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$178,098.00
Less Customer Allowance:		(\$60,760.18)
Total Vehicle Price:		\$117,337.82
Total Sale Price:		\$117,337.82
Total Per Vehicle Sales Price:		\$117,337.82
Total Net Sales Excluding Taxes:		\$117,337.82
DOC FEE	\$280.00	
MICHIGAN TITLE FEE	\$15.00	
Total License, Title, & Taxes:		\$295.00
Net Sales Price:		\$117,632.82

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.



QUOTATION

Quote Number: 231126
 Quote Date: Nov 3, 2025
 Page: 1

1405 Shiga Dr, Battle Creek, MI 49037
 Phone: (269) 249-5806
 Web: www.vikingcives.com

Quoted To:
City of Muskegon DPW 1350 E Keating Ave Muskegon, MI 49442 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
	12/3/25	Net 30 Days	00000

Quantity	Item	Description
		NASPO CONTRACT: CONTRACT NUMBER: 240000000307 TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. EQUIPMENT PAYMENT TERMS: * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 200 days for all equipment to be in stock after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE: *****

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: 231126
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 Page: 2

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Customer ID	Good Thru	Payment Terms	Sales Rep
	12/3/25	Net 30 Days	00000

Quantity	Item	Description
1.00		SOURCEWELL TOTAL PRICE: ***** Truck & equipment per below items mounted and fully operational. ***** _____ DUMP BODY: _____ Viking Cives Great Lakes dump body 102632 DIMENSIONS: * 84" ID * 96" OD * 10' long * 26" sides * 32" rear MATERIALS: * 7 gauge 201 2B stainless steel front, sides, and rear * 1/4 AR450 floor * 7 gauge 201 2B stainless steel longmembers CONSTRUCTION: * Trapezoidal frame style * Crossmemberless TAILGATE: * Double acting * Manual with grease release style * 3/4" thick hinge plate CAB SHIELD:

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



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QUOTATION

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 Quote Date: Nov 3, 2025
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Customer ID		Good Thru	Payment Terms	Sales Rep
		12/3/25	Net 30 Days	00000

Quantity	Item	Description
		* 1/2 size (24") 10 gauge 201 2B stainless steel, no light cutouts HOIST: S671-2 Hoist / Hinge Kit VGL 9 - 11 Telescopic *Mailhot G4 90-4.25-3 DA Cylinder REAR CORNER POST LIGHT CUTOUTS: * (2) ovals in each rear corner post OTHER ITEMS: S671-20 120" GRIP STRUT WALK RAIL S671-1 Body Install Kit - VGL S671-22 2 IN RED/WHITE REFLECTIVE TAPE S67 Spreader Ratchet Tie Downs MUD FLAPS: 2.00 58403027 Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Mud Flap Weldment 2.00 58403026 Viking Stainless Steel Removable Swing Style Mud Flap Bracket - Truck Weldment 2.00 58408012 Viking Stainless Steel Removable Swing Style Mud Flap Pin 1.00 MD2436 DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black (price per pair) * Installed behind tires 1.00 405SS Stainless Steel Anti Sail Brackets (Pair) 1.00 MD2436 3/8" HD 24" x 36" Guard Mud Flap - Black (price per pair) * Installed in front of tires TARP SYSTEM:

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: 231126
 Quote Date: Nov 3, 2025
 Page: 4

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Customer ID		Good Thru	Payment Terms	Sales Rep
		12/3/25	Net 30 Days	00000

Quantity	Item	Description
1.00	64171	Roll-Rite Tarp System, Tarp Master 400 w/Wind Deflector 4S
1.00	10500-ROLL RITE	Roll-Rite Electric Kit, Heavy Duty Rotary Switch with bracket & indicator light
1.00	81200	Roll Rite 20' x 84" Mesh Tarp
4.00	76900	Roll-Rite Casting, Alumimum 30 Flat Elbow
LIGHTING AND ELECTRICAL:		
BACK UP ALARM:		
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.
BODY UP LIGHT & SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator
1.00	0800850	Imperial LED indicator light - red
JUNCTION BOX:		
1.00	PH-310	Phoenix 10-Pole Junction Box
MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.
CAB SHIELD LIGHTS:		
1.00		Install customer supplied strobe
		* Mounted on top of cab shield
WARNING LIGHTS:		
6.00	ENFS001ZL-P	SoundOff single 6" oval mount with 1' pigtail, 6 LED 10-16 volt, SAE 5-wire, black housing with Lexan clear lens, green/amber
		* 2 Installed in top oval in each rear corner post
		* 4 installed in spreader rear light bar
4.00	ECVO62STT LED	Sound Off 6" Oval Stop/Tail/Turn w/ Rubber Grommet & AMP Sure Seal Connector - Red Lens/Red LEDs

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



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Customer ID	Good Thru	Payment Terms	Sales Rep
	12/3/25	Net 30 Days	00000

Quantity	Item	Description
2.00	5627514	* Installed in bottom oval in each rear corner post * 2 installed in spreader rear light bar Buyers .75 Inch Round Marker Clearance Lights - 3 LED Red With Stripped Leads
3.00	5624110	* installed in spreader rear light bar Buyers 4" round red S/T/T LED light, with 3-pin quick plug and grommet. * installed in spreader rear light bar
1.00	0555743	PLOW LIGHTS: J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)
1.00	PLB11SS	Buyers stainless steel plow light brackets.
4.00	MWL-19	SCRAPER LIGHT: Maxxima LED clear work light * Mounted on driver and passenger side
2.00	MWL-19	SPREADER LIGHT: Maxxima LED clear work light * Mounted to spreader on driver side
		HYDRAULICS:
1.00	SDPP 83026628	FRONT MOUNTED PUMP: Certified Power Pump Load Sensing Pump
1.00	PTDR SG01010041	Certified Power driveline assembly.
1.00	ELCA SG07010115	LOW OIL SHUT DOWN: Certified Power Low Oil Warning Indicator and buzzer
1.00	PMCO DRV5HH	VALVES AND ENCLOSURE: Certified Power cushion valve, adjustable 1300-1500 PSI.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

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 Quote Date: Nov 3, 2025
 Page: 6

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Customer ID	Good Thru	Payment Terms	Sales Rep
	12/3/25	Net 30 Days	00000

Quantity	Item	Description
1.00	PMCO RV-5L	Certified Power relief valve (3) #8 ports. 500-1500 PSI
2.00		CTIM H3-63-T8 QUICK COUPLER, 3/8"FEM NIPPLE
1.00	SCHI SG03020011	Certified Power in-tank filter dual ported.
2.00	SCEE K10	Certified Power Service guard Head Filter
1.00	RESA BV32	Certified Power 2" brass ball valve full flow.
1.00	RESA BV12	Certified Power BALL VALVE, 3/4", FULL FLOW 943203 G100
1.00	Zing TF-2030-0-3	Certified Power strainer.
1.00	PIPE FORMRITE-ORFC-3	Certified Power Yoke PIPE FORMRITE-ORFC-32-90
1.00	ANCH 32SFO	Certified Power split flange, 2"
1.00	fitt 1704-16-16	Certified Power split flange elbow- sweep only
1.00	ANCH 16SFO	Certified Power split rings
1.00	RESE SG03030135	Certified Power Pump Mtg Plate, SAE-C, Steel, CT-SAE-C-2-BOLT-MOUNT
1.00	ANCH AE2S#16-11DB	Certified Power ball valve #16 SAE
1.00	MTEA30030000XX	Certified Power 9PVG32 +PR+2MDC+304SS Enclosure
1.00	DAMA AH0900312S	Certified Power aluminum header block
4.00	SAQC SS10-4	Certified Power, 1/2 stainless steel coupler
4.00	CPIM TFH-12	Certified Power, 1/2 Dust Cap ISO
4.00	CPIM TMH-12	Certified Power, 1/2 Dust Plug, Yellow
1.00		FUEL/HYDRAULIC COMBO RESERVOIR: TP-106437 Riverside Combination Tanks * Fuel Tank - 106 gallons (10 gauge) * Hydraulic Oil Tank - 43 gallons (10 gauge) * Zinga style return filter flange * 3" NPT Suction fitting * 1/2" NPT Drain with Magnetic plug * AB Breather Cap

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



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QUOTATION

Quote Number: 231126
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Customer ID		Good Thru	Payment Terms	Sales Rep
		12/3/25	Net 30 Days	00000

Quantity	Item	Description
1.00	800A06240	* SG-5 Sight and Temperature Gauge
1.00	RA9536-ISS	Riverside angle carriage bracket assembly includes (1) Carriage (part # 062400), and (3) straps (part # 381400)
1.00	ELCA SG07010377-003	Riverside Sending Unit
1.00	APSC VM7-5B352082035	CONTROLS:
1.00	BUPR BC 12914	Certified Power WIKA display kit D1 15
1.00	ELCA F22Spreader	Certified Power 5 Stick air control
1.00	ELCA SG07051073	Certified Power Control Console
1.00	ELCA SG07010468-003	Certified Power Freedom 2.2 spreader control
4.00	ELCA SG07050722-002	Certified Power F21-F22 main harness
2.00	ELCA SG07070362	Certified Power Freedom 2, mounting bracket, ram mount 3"
1.00	ELCA SG07010482	Certified Power MFE ST/ST BPM 5 meter
1.00	LISC SG06070047	Certified Power harness external thread cap with chain BH
1.00	LISC SG06070047-HARN	Certified Power electric prewet drive box assembly.
1.00	ELCA SG07050730-003	Certified Power prewet pump enclosure, single electric prewet for ML 100.
1.00	LISC SG06090028	Certified Power WIRING KIT FOR SG06070047
1.00	ELCA ORANGE-LENS-BL	Certified Power Brad Harrison TPE cable
1.00	ELCA SRSP-C15	Certified Power prewet plumbing kit, behind cab, 1 line, 2 nozzles
1.00	ELCA SRSP-A-16	Certified Power ORANGE LENS BLAST 0 DEGREE
1.00	ELCA YELLOW-LENS-PA	Certified Power on/off switch always DIM
2.00	8-049 304W/FJX-108"	Certified Power Spot Switch on/off SP function lighting 511.005
6.00	A2-12.7-A	Certified Power ELCA YELLOW-LENS-PAUSE
		STAINLESS STEEL TUBES FOR HOIST:
		Mid-State 1/2"x9' 304 S/S Line with fittings
		PCI HD Series Clamps for 1/2" tubing
		STAINLESS STEEL TUBES FOR PLOW:

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

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 Quote Date: Nov 3, 2025
 Page: 8

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Customer ID	Good Thru	Payment Terms	Sales Rep
	12/3/25	Net 30 Days	00000

Quantity	Item	Description
4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
12.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing QUICK COUPLERS FOR PLOW:
4.00	H4F4-S	Dixon 1/2" male stainless steel nipple
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		STAINLESS STEEL TUBES FOR SPREADER:
2.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
1.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing QUICK COUPLERS FOR SPREADER:
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler
4.00	H4F4-S	Dixon 1/2" male stainless steel nipple
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		PINTLE PLATE:
1.00		3/4" Rear Hitch Plate * 6" bottom channel ICC style bumper * 8-10 holes drilled for future hitch, valley of pintle to ground is 22" with adjustment up/down * No Pintle Hitch installed, customer will supply.
2.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D.
1.00		Install factory provided 7 way trailer plug
1.00		Install oem taillights on sides of rear frame rails

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

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 Quote Date: Nov 3, 2025
 Page: 9

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Customer ID		Good Thru	Payment Terms	Sales Rep
		12/3/25	Net 30 Days	00000

Quantity	Item	Description
1.00		PLOW HITCH:
		Heavy Duty Front Bumper
		* Remount factory tow hooks on kicker legs
1.00		S610-1 Husting Hitch - Truck Half 34"
1.00		S610-4 Plow Lift Cylinder - 4" x 10" DA
1.00		S610-5 Husting Hitch Roller Kit
		UNDERBODY SCRAPER:
1.00	S5020-B	Viking 10' Underbody Scraper assembly with KINK 2015 cheekplates, rocker angles, moldboard painted black
		Includes: kinked moldboard, cheek plates, rocker angles, and painted black
2.00	SAB-48-UB	Sabre Underbody 48" / 3-3-6"
1.00	SAB-36-UB	Sabre Underbody 36" / 3-3-6"
		SPREADER:
1.00		61082-013 120-82-54 MODULAR DA SPREADER ASS'Y
		S640-XX 10' Long
		Center discharge spinner assembly
		7" Augers
		Top Screens
		61082-024 REAR LIGHT BAR WELD'T WVDOT (SSTL)
		Four lifting loops
		75 gallon poly pre wet tank

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



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Customer ID		Good Thru	Payment Terms	Sales Rep
		12/3/25	Net 30 Days	00000

Quantity	Item	Description
		Cert Power Plumbing Kit
		PAINT:
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
1.00	PAINT SCRAPER	Paint Underbody Scraper, TurnTable and Cylinders Black
1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black
1.00	PAINT-MISCEL	Paint Miscel
		MISCELLANEOUS, FREIGHT, INSTALLATION:
2,603.90	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
3,140.00	FREIGHT	FREIGHT
190.00	INSTALLATION	Lindco-Cives Installation Labor Hours

Subtotal	139,952.69
Sales Tax	
TOTAL	139,952.69



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Fleet Vehicle Replacement - Water Dept. Construction Truck							
Submitted by: Joe Buttker, DPW Superintendent, Dawson Romanosky, DPW Equipment Supervisor	Department: Public Works							
Brief Summary: Staff is requesting approval to purchase a replacement construction truck for the Water Department.								
Detailed Summary & Background: Staff is requesting approval to purchase a construction truck from Gorno Ford at a cost of \$72,838. Construction trucks are used by the Water and Sewer Department to transport staff and equipment to job sites, as well as to carry the tools and supplies needed to install, repair, and replace water and sewer infrastructure throughout the city. The truck being replaced is from the early 2000s. Updating this vehicle will provide more reliable transportation for our staff and reduce emissions produced by the City's fleet. The truck will be purchased from Gorno Ford, a MiDEAL partner. MiDEAL is a state-negotiated purchasing program that allows local governments to purchase vehicles and equipment at a discounted rate without conducting their own bidding process. This purchase is a budgeted expense from the Equipment Fund.								
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: \$72,838	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">X</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): Equipment Fund (661-563)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: I move to authorize staff to purchase a construction truck from Gorno Ford for \$72,838.								
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> </table>	Immediate Division Head	X		Name the Policy/Ordinance Followed: Purchasing Policy				
Immediate Division Head	X							

Information Technology			
Other Division Heads			
Communication			
Legal Review			

DPW Construction Truck





Preview Order F100 - F3G 4x2 Reg Chas Cab DRW : Order Summary Time of Preview: 08/25/2025 10:10:20 Receipt: NA

Dealership Name : Gorno Bros Inc

Sales Code : F48022

Dealer Rep.	patrick southward
Customer Name	MUSKEGON

Type	Fleet
Priority Code	J3

Vehicle Line	Superduty
Model Year	2026

Order Code	F100
Price Level	625

DESCRIPTION

F350 4X2 CHASSIS CAB DRW/169
 169 INCH WHEELBASE
 TOTAL BASE VEHICLE
 OXFORD WHITE
 VINYL 40/20/40 SEATS
 MEDIUM DARK SLATE
 PREFERRED EQUIPMENT PKG.640A
 .XL TRIM
 .AIR CONDITIONING -- CFC FREE
 .AM/FM STEREO MP3/CLK
 .7.3L DEVCT NA PFI V8 ENGINE
 10-SPEED AUTO TORQSHIFT
 LT245/75R17E BSW ALL-TERRAIN
 4.30 RATIO LIMITED SLIP AXLE
 FORD FLEET SPECIAL ADJUSTMENT
 PLATFORM RUNNING BOARDS

DESCRIPTION

14000# GVWR PACKAGE
 50 STATE EMISSIONS
 120V/400W OUTLET
 JOB #1 ORDER
 TRAILER BRAKE CONTROLLER
 40 GAL AFT OF AXLE FUEL TNK
 410 AMP DUAL ALTERNATOR
 DUAL BATTERY
 REAR VIEW CAMERA & PREP KIT
 CONN PKG: 1 YR INCL W/FORD APP
 SPECIAL DEALER ACCOUNT ADJUSTM
 SPECIAL FLEET ACCOUNT CREDIT
 FUEL CHARGE
 NET INVOICE FLEET OPTION (B4A)
 PRICED DORA
 ADVERTISING ASSESSMENT
 DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MI Deal # MA240000001193

MI Deal Price Including Options Below Delivered \$72,838.00

*** Options ***

Chassis Cab Hitch Plate
 144" Steel Service Body
 Crane Reinforcement
 Stellar Service Crane
 Amber Light Pkg

This order has not been submitted to the order bank.

This is not an invoice.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Zoning Ordinance Amendment - Permitted Yard Encroachments							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to amend Section 2307 of the zoning ordinance to modify the permitted yard encroachment criteria.								
Detailed Summary & Background: This amendment is to clarify some information found in Section 2307 (permitted yard encroachments) of the zoning ordinance. The amendment will clean up some language regarding porches that encroach on the front setback requirement and will also allow steps on a porch to encroach a little further than currently allowed. This amendment will also eliminate #4 in the section that describes regulations for subdivisions that were 90% developed prior to 1940. Zoning reform has replaced the need for these requirements. Please see the redline version of the amendments in the attachments. The Planning Commission unanimously recommended approval of the request at their November 13 meeting.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Zoning Ordinance <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move the request to amend Section 2307 of the zoning ordinance to modify the permitted yard encroachment criteria be approved.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division	X		Guest(s) Invited / Presenting: No				
Immediate Division	X							

Head			
Information Technology			
Other Division Heads			
Communication			
Legal Review			

SECTION 2305: REDUCTION OF PARCELS BELOW MINIMUM REQUIRED SIZE, WIDTH, OR DEPTH

No parcel, whether or not platted as a lot, shall be split or reduced in size, width, or depth by any conveyance, survey, leasing, occupancy, or other means which creates a parcel substandard in size, width, or depth according to the requirements of this zoning ordinance. The splitting of a lot or parcel to add to another shall not be allowed unless the remaining portion is of legal size, width, and depth for the zone where the split parcel is located, or it is simultaneously combined by conveyance with a contiguous parcel which will thereafter be of legal size, width, and depth. Further, if contiguous nonconforming lots or parcels whether or not of record, are under common ownership or control, they shall be combined to meet the provisions of this Ordinance prior to permitting future site development or the issuance of a building permit.

SECTION 2306: ALLOCATION OF LOT AREAS & CONFIGURATION OF LOTS

1. Setback and yard allocations: No portion of a lot can be used more than once in complying with the provisions for lot area and yard dimensions for construction or alteration of buildings.
2. Corner Lots: Corner lots shall have the minimum lot width and front setback as required by that zoning district for each property line which is adjacent to a public or private road.
 - a. A corner lot shall have the required front setback measured from both the principal and secondary front lot lines.
 - b. The remaining setbacks shall be a rear and a side setback. The rear setback shall be measured from the rear lot line.
 - c. The driveway of the principal building on a corner lot shall be located on the secondary front lot line.
 - d. The width of a corner lot shall be determined by the length of the principal front lot line.
3. Width to depth ratios: The depth of lot(s) or parcel(s) created in all zoning districts after the effective date of this Ordinance shall not be more than three (3) times longer their width.
4. Frontage required: All parcels shall have the required minimum lot width along and adjacent to a public road or approved private road.

SECTION 2307: PERMITTED YARD ENCROACHMENTS

Encroachments may be made upon required yards under the following conditions:

1. Architectural elements: Existing buildings or structures shall be permitted to encroach upon the minimum setback requirements of this Ordinance with architectural elements that are necessary to the integrity of the structure of the building, or health or safety of the occupants such as cornices, gutters, chimneys, pilasters, outside stairways, fire escapes, and similar features. Such features may project into a required setback area no more than five (5) feet.
2. Patios, porches and decks: Patios and uncovered decks no more than two feet above grade may be built to the rear or side property line where an established fence line exists. If no established fence line exists,

patios and uncovered decks no more than two feet above grade must be a minimum of three (3) feet from rear and side property lines. All decks or porches more than two feet above grade, must comply with the setback requirements of the principal structure.

3. Unenclosed structures, front yard: Unenclosed porches, ~~steps or similar facilities and stoops (not including steps)~~ may project into a required front setback ~~and beyond a required front build-to-zone~~ for a distance not to exceed ~~five (5) ten (10) feet, but shall be no closer than five (5) feet to the front property line. Steps may completely encroach into the front setback or front build-to-zone, but shall not extend beyond the front property line.~~ In the case of a handicap wheelchair ramp, the Zoning Administrator may waive setback requirements at ~~his/her~~ their discretion, if no other options are available to provide a ramp, provided that the applicant agrees to remove the ramp if it is no longer necessary on the property. ~~A performance letter or performance guarantee may be required.~~
4. ~~Additions: Additions to homes on minor streets (not collectors), built in subdivisions ninety percent (90%) developed with homes prior to 1940 may encroach upon existing yards so long as:~~
 - a. ~~A minimum 10 foot front setback is maintained~~
 - b. ~~A minimum 15 foot rear setback is maintained~~
 - c. ~~Lot coverage, with accessory structures does not exceed 50%~~
 - d. ~~The addition does not further encroach upon existing side yards~~

SECTION 2308: OUTDOOR SEATING

Outdoor seating for restaurants, cocktail lounges, and similar uses is permitted, provided:

1. The area devoted to outdoor seating must be ancillary to the main use of an indoor restaurant, cocktail lounge, bakery, coffee shop, delicatessen, specialty food store, or similar establishment.
2. Where City bollards are located, they shall be treated as the curb as it pertains to this ordinance. These bollards may be moved by the City. When the City bollards are to be moved, the outdoor seating area may be moved, and it is the responsibility of the property owner to make sure the outdoor seating area is still in compliance with this ordinance.
3. Pedestrian circulation and access to the building entrance shall not be impaired (see Figure 2-10). A minimum of six (6) feet of sidewalk leading to the entrance to the establishment must be maintained free of tables, chairs, and other encumbrances. Pedestrians must have at least six (6) feet of clearance between the outdoor seating area and the building or at least six (6) feet of clearance between the outdoor seating area and the curb or City bollards. Pedestrians must always have at least four (4) feet of clearance around any fixed object. This distance is increased to six (6) feet if the pedestrian is directed towards the curb/City bollard or any other area with a drop off such as a planting bed.
4. The seating area shall be limited to the same property directly adjacent to the permitted use to which the seating area is accessory and shall not extend into adjoining sites.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2307 of the zoning ordinance to modify the regulations on permitted yard encroachments.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The regulations on permitted yard encroachments have been amended as proposed.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of November, 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: _____, 2025.

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 November 25, 2025, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2307 of the zoning ordinance to amend the regulations on permitted yard encroachments.

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 _____, 2025.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Zoning Ordinance Amendment - Residential Design Criteria							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to amend Section 2319 of the zoning ordinance to modify the residential design criteria.								
Detailed Summary & Background: These minor amendments are to address some incorrect information in the zoning ordinance that was created when zoning reform was approved. These changes would also require a house to have a door at the front of the house, which is not required as of now. The numbering of the design requirements has also been updated. Please see the redline version of the ordinance excerpt that is attached. The Planning Commission unanimously recommended approval of the request at their November 13 meeting.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Zoning Ordinance <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move the request to amend Section 2319 of the zoning ordinance to modify the residential design criteria be approved.								
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> </table>	Immediate Division Head	X		Guest(s) Invited / Presenting: No				
Immediate Division Head	X							

Information Technology			
Other Division Heads			
Communication			
Legal Review			

9. The cottage court development must contain a common, shared open space that is at least twenty (20) feet but no more than sixty (60) feet in width and landscaped in grass, ground cover, perennials, and/or other natural, living, landscape material.
10. All housing units that do not front on a street must front and have their main entrance face the shared open space.
11. The lot must be serviced by an alley at the side or rear of the lot or, if an alley is not available, from a single drive approach on a side street. If both an alley and side street is not available, parking may be accessed from a single drive approach on a front street.
12. All units must meet the living area standards listed in Section 2319, and each unit shall not exceed a maximum building footprint of 30'x30'.
13. Building facades facing streets or the shared open space shall have 10% to 50% of the facade be windows between the adjacent grade and the cornice expression line or eave.
14. Accessory dwelling units are not permitted in cottage court developments.

SECTION 2319: RESIDENTIAL DESIGN CRITERIA

It is the intent and purpose of this section to establish design review standards and controls over housing development in the City of Muskegon. It is recognized that there are unique design aspects inherent in the community appearance that need to be preserved and enhanced. The adoption of these criteria will guide and ensure that all future growth fits with the unique vernacular of the City of Muskegon's urban setting. A positive community image: enhances economic development opportunity; safeguards property values; curbs blight and deterioration; and enhances public safety and welfare.

All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum living area of five hundred and fifty (550) square feet for a one (1) bedroom dwelling. For each bedroom, an additional 100 square feet shall be provided. This shall be measured from the outside wall of the unit as described on the site plan.
2. If a principal structure is less than 850 square feet and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owner's discretion.

~~3. All buildings located in Neighborhood Residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single family residential districts if the home has already been altered with prior approval to allow for multiple dwellings.~~

- ~~4-3.~~ Roof drainage in the form of a roof overhang of at least twelve inches (12") shall be provided to direct storm or meltwater way from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

- ~~5-4.~~ The building shall have a minimum width across the front elevation view which is the lesser of:
- Twenty-four (24) feet on lots that are at least forty feet wide or
 - The average width of the homes on the same street, one block in any direction.

~~6-5.~~ A structure with a front elevation view of over 40 linear feet shall have a design offset including but not limited to; bay windows, covered porches, or structural offsets from the principal plane of the building.

6. The main entrance to the principal structure is required to be located at the front and shall be directly accessed from and face the front street. In the case where a building contains multiple dwelling units, at least one individual entrance or shared entrance to the principal structure is required to be located at the front and shall be directly accessed from and face the front street.

- In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the width of the front elevation view.
- In the event that a dwelling unit is a mobile home as defined herein, it shall be installed with the wheels removed. No dwelling unit shall have any exposed towing mechanism, undercarriage or chassis.
- The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.
- The compatibility of design and appearance shall be determined in the first instance by the Zoning Administrator upon review of the plans submitted for a particular building. The Zoning Administrator's decision may be appealed, to the Zoning Board of Appeals within a period of fifteen (15) days from the receipt of notice to the official's decision.
- Each building shall have established vegetative ground cover no less than 12 months after occupancy. Approval shall be given by zoning staff of the Planning Department as part of the initial residential site plan review. A minimum of one shade tree, two and one-half inches (2.5") in diameter, four feet (4') from the ground or one six foot (6') evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.
- Each building shall have a garage or a shed providing a minimum of sixty-four (64) square feet of storage.

All dwelling units within large multiplexes (6 units and above), mixed-use buildings, and accessory dwelling units shall conform to the following regulations in addition to all other regulations of this Ordinance:

~~4-13.~~ Each dwelling unit shall have a minimum size (excluding all basement area) of 375 square feet. For each bedroom, an additional 100 square feet shall be provided. This shall be measured from the outside wall of the unit as described on the site plan.

~~2. All buildings located in Neighborhood Residential districts must comply with Section 400.2 of the zoning ordinance. Multiple family dwellings are only allowed in single family residential districts if the home has already been altered with prior approval to allow for multiple dwellings. One family dwellings may not be altered to allow for multiple dwellings, nor may new homes be built for multiple dwellings.~~

~~3.14.~~ Roof drainage in the form of a roof overhang of at least twelve inches (12”) shall be provided to direct storm or meltwater away from the foundation, unless a gambrel roof or other design elements necessitate an alternative roof drainage system.

~~15. At least one individual or shared entrance to the principal structure is required to be located at the front and shall be directly accessed from and face the front street.~~

~~4.16.~~ In the case of an attached garage, garage doors may not comprise more than fifty percent (50%) of the width of the front elevation view.

~~5.17.~~ The subject building shall be aesthetically compatible in design and appearance with other buildings on the same street, one block in any direction. The review shall include but not necessarily be limited to: roof pitch, scale, size, mass, minimum transparency, orientation to the street, and overhangs. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as (but not limited to) solar energy, view, or unique land contour.

~~6.18.~~ Each building shall have an established vegetative ground cover no less than 12 months after occupancy. A minimum of one shade tree, two and one-half inches (2.5”) in diameter, four feet (4’) from the ground or one six foot (6’) evergreen tree shall be provided. Existing landscaping may be accepted in lieu of this requirement.

~~7.19.~~ Each building shall have a garage or a shed providing a minimum of sixty-four (64) square feet of storage.

SECTION 2320: PRIVATE STREETS

1. Private streets shall require a development permit.
2. Regulation Michigan State Highway stops signs shall be positioned and installed in accordance with the Michigan State Manual of Uniform Traffic Control Devices on all private streets. Signs in the right of way shall be reviewed and installed by the City.
3. All private streets shall have names approved by the “911” emergency services coordinating agency.
4. All private streets shall provide an adequate right-of-way approved by the city in the event the street is eventually incorporated into the city street system.
5. Identification signs approved by the City shall be required for private streets and shall note they are private.
6. All private streets servicing or intended to serve two (2) or more lots, parcels or condominium units shall be under the control of an approved and recorded road maintenance agreement and deed restrictions which provide for the perpetual maintenance of such roads and/or easements to a necessary and

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2319 of the zoning ordinance to modify the regulations on residential design criteria.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The regulations on permitted yard encroachments have been amended as proposed.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 25th day of November, 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: _____, 2025.

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 November 25, 2025, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2319 of the zoning ordinance to amend the regulations on residential design criteria.

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 _____, 2025.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Contract Award - Building Inspection Services						
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety						
Brief Summary: Staff recommends awarding the contract for Building Inspection Services to SAFEbuilt. SAFEbuilt is the City's current provider and has demonstrated strong performance, comprehensive service capability, and reliable responsiveness. After reviewing the three proposals received, staff determined that SAFEbuilt is the most qualified firm to continue providing these services.							
Detailed Summary & Background: SAFEbuilt has provided building inspection services for the City of Muskegon since 2012. Over the past thirteen years, they have delivered professional, reliable, and timely inspection services for projects of all sizes, handled dangerous buildings, and the City's rental program. Their team has developed a strong working relationship with City staff, local contractors, and developers, and has maintained a clear understanding of the City's permitting processes, service expectations, and community development goals. In 2024, the City extended SAFEbuilt's contract for one year, with the current agreement set to expire on December 31, 2025. As part of the City's standard procurement process, staff solicited proposals for continued building inspection services. Three proposals were received and evaluated based on qualifications, experience, scope of services, and ability to meet the City's inspection and customer service needs. After a thorough review, staff determined that SAFEbuilt remains the most qualified provider. Their long-term performance, institutional knowledge, and demonstrated capacity to support Muskegon's continued growth make them the strongest choice for ongoing service delivery.							
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:	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 award SAFEbuilt the Building Inspections Services Contract.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Summarized

	Weight	SAFEBuilt		McKenna		Muskegon County	
		Raw	Weighted	Raw	Weighted	Raw	Weighted
Experience with muni inspections services	25	10	250	10	250	5	125
Approach to quality, responsiveness, performance metrics	20	8	160	8	160	6	120
Commitment to customer service and comm education	15	8	120	8	120	8	120
Depth of proposed services and resources	15	10	150	8	120	6	90
Past performance and references	15	8	120	6	90	5	75
Price competitiveness	10	9	90	9	90	5	50
Total Score	1000		890		830		580



Request for Qualifications (RFQ)

Inspection Services

PRINT COPY



City of Muskegon, MI

October 30, 2025 | 2:00 pm

Lauren Veri

Account Manager
440.346.3872
lveri@safebuilt.com

Glenn Lindsey, BO

Regional Director of Operations
616.401.3362
glindsey@safebuilt.com

SAFEbuilt Michigan, LLC

SAFEbuilt[✓]



HEADQUARTERS

444 N. Cleveland Avenue
Loveland, CO 80537
866.977.4111
www.safebuilt.com

BUILDING CODE SERVICES

Building Official
Plan Review
Inspection
Code Enforcement
Fire Prevention
Permit Technician
Permitting Software

PROFESSIONAL SERVICES

Planning & Zoning
Grant Writing & Management
Engineering
Parks/O&M/On-Site Services
Construction Services
Landscape Architecture & Urbanism
Construction Engineering
Inspection
IT, Data, & Technology Services
Real Estate/Right-of-Way
Transportation & Mobility
Surveying & Mapping
Disaster & Recovery

POINT OF CONTACT

Lauren Veri
Account Manager
440.346.3872
lveri@safebuilt.com

PROJECT OFFICE

933 Terrace Street
Suite 201
Muskegon, MI 49440
231.729.6715

Friday, October 24, 2025

City of Muskegon
Clerk's Office
933 Terrace Street
Muskegon, MI 49440

RE: Request for Qualifications (RFQ) for Inspection Services

Dear Tim Kozal and Evaluators:

SAFEbuilt Michigan, LLC (SAFEbuilt) is pleased to present this response to the City of Muskegon's (City) Request for Qualifications (RFQ) for Inspection Services. As the City's incumbent provider since 2012, we value our long-standing partnership and are committed to delivering continued excellence in building department services throughout the upcoming contract cycle. SAFEbuilt understands that efficient, timely, and accurate inspection services support both community growth and positive stakeholder experiences. The City of Muskegon can confidently continue to rely on our proven expertise, customer-focused approach, and competitive, value-driven solutions.

Our team brings deep familiarity with the City's unique codes, ordinances, and procedures, positioning us to continue work without interruption from day one, with no transition period required. The assigned professionals are the same highly qualified experts who currently serve Muskegon—each with direct experience supporting the City and a demonstrated record of exceeding project requirements. Accordingly, this continuity ensures uninterrupted, effective service delivery across all aspects of the building department, including inspections.

With over 33 years of experience in the building safety industry—including our current support of 64 Michigan municipalities such as the cities of Albion, Three Rivers, Wixom, and Mount Clemens—SAFEbuilt has demonstrated success with exceeding client expectations statewide. Since 2009, our Michigan-based teams have delivered comprehensive inspection, plan review, and building department management services tailored to each client's needs.

Beyond the services requested by this RFQ, SAFEbuilt offers the City immediate access to a robust network of in-house subject matter experts across disciplines, such as fire and health plan reviews and inspections, engineering plan reviews, floodplain management, and planning and zoning. Our depth of resources ensures responsive, specialized support without the costs or delays associated with outside consultants.

SAFEbuilt is dedicated to growing our partnership with the City of Muskegon, continuing to provide customized solutions that reflect the priorities of elected officials, City staff, residents, and local contractors. We trust that the qualifications and experience detailed in this proposal will serve as compelling evidence of our capacity and dedication as your trusted inspection services partner. Should SAFEbuilt be selected to continue our support for the City, we respectfully request the opportunity to engage in good faith negotiations regarding certain provisions of the proposed agreement.



MAKING A DIFFERENCE WHERE YOU NEED US





HEADQUARTERS

444 N. Cleveland Avenue
Loveland, CO 80537
866.977.4111
www.safebuilt.com

BUILDING CODE SERVICES

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Urbanism
Construction Engineering
Inspection
IT, Data, & Technology Services
Real Estate/Right-of-Way
Transportation & Mobility
Surveying & Mapping
Disaster & Recovery

POINT OF CONTACT

Lauren Veri
Account Manager
440.346.3872
lveri@safebuilt.com

PROJECT OFFICE

933 Terrace Street
Suite 201
Muskegon, MI 49440
231.729.6715

For questions or clarifications regarding this proposal, please contact your **Account Manager, Ms. Lauren Veri**, at 440.346.3872 or lveri@safebuilt.com. Again, thank you for continuing to choose SAFEbuilt as your trusted partner for these services for the past thirteen years and we look forward to serving you for many more years to come.

Best Regards,

Chris Giordano, *Chief Executive Officer*

SAFEbuilt Michigan, LLC & the SAFEbuilt, LLC family of companies

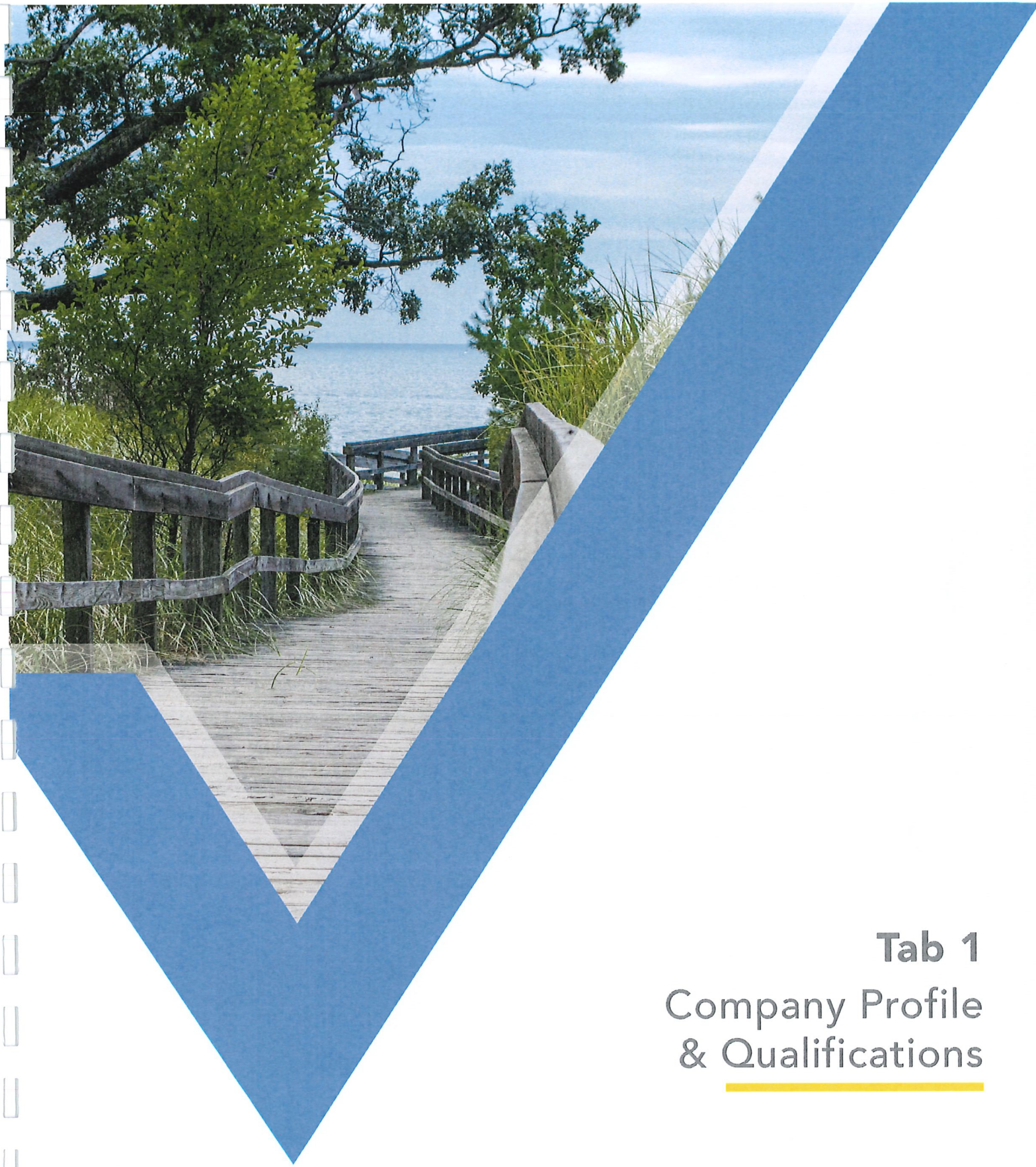




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Tab 1

Company Profile & Qualifications



COMPANY PROFILE

LEGAL NAME

SAFEbuilt Michigan, LLC

HEADQUARTERS

444 N. Cleveland Ave.
Loveland, CO 80537
866.977.4111

PROJECT OFFICE

933 Terrace Street
Suite 201
Muskegon, MI 49440
231.729.6715

BUSINESS STRUCTURE

A Delaware Limited
Liability Company
Established
November 9, 2009

ENTITY

Subsidiary of
SAFEbuilt, LLC

MAIN CONTACT

Lauren Veri
Account Manager
440.346.3872
lveri@safebuilt.com

COMPANY PROFILE & QUALIFICATIONS

In 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 41 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan reviews for several communities in Northern Colorado, our areas of service have expanded over the past 33 years to include:

- Full Service and Supplemental Building Department Operations
- Residential, Commercial, and Industrial Plan Review
- Building, Mechanical, Electrical, and Plumbing Inspection
- Fire and Life Safety Plan Review and Inspection
- Code Enforcement
- Permit Technician
- Certified Building Official
- Community Development Automation Software
- Expedited Plan Review, Inspections, and Engineering for Special Projects
- Housing Authority Inspections
- Planning and Zoning Services
- Disaster Recovery
- Grant Writing
- Landscape Architecture
- Surveying and Mapping
- Platting
- Land Development Codes

Over the decades, our capacity has grown to 1,700+ employees who provide flexibility and economy of scale to more than 2,000 clients like the City of Muskegon. We deliver solid teams of skilled industry professionals to meet the goals and objectives of each client and community we serve, providing experienced staff who have the licenses and certifications to achieve successful outcomes. SAFEbuilt has completed thousands of community development projects, and we have the staff to accommodate all the requirements needed for your growth, delivering consistent and responsive customer service every day.



EXPERIENCE IN MICHIGAN

SAFEbuilt began serving Michigan communities in 2009 and started supporting the City of Muskegon in 2012. Today, we partner with 64 municipal clients across the state, providing Building Official services for 32 municipalities, Building and Trades Inspection for 48, Plan Review for 47, Code Enforcement for 28, Rental Inspection for 15, and Permit Technician services for 8 municipalities.

The following is a list of SAFEbuilt Michigan's current clients, our services, and the first year of ongoing support to demonstrate our solid and long-term presence in the state.

CLIENT	CONTRACTED SERVICES	CLIENT SINCE
Buena Vista Charter Township	Building Official, BMEP Inspections and Plan Review, Permitting Software, Code Enforcement, Rental Housing/Property Maintenance	2023
Charter Township of DeWitt	Building Official, BMEP Inspections, Plan Review	2024
Charter Township of Oshtemo	Building Official, BMEP Inspections and Plan Review, Permitting Software	2023
City of Albion	BMEP Inspections, Plan Review, Building Official, Code Enforcement, Permit Technician	2010
City of Bloomfield Hills	Building Official, Building Inspection, Plan Review, Planning & Zoning	2010
City of Bronson	Rental Inspections	2018
City of Caseville	Plumbing Inspections, Plan Review	2025
City of Coldwater	Electrical, Mechanical, and Plumbing Inspections	2013
City of Detroit	Rental Inspections	2025
City of Ecorse	Building Official, BMEP Inspections, Plan Review, Permit Technician, Planning & Zoning, Rental Housing/Property Maintenance Services	2024
City of Grand Blanc	Planning & Zoning	2014
City of Grand Rapids	Building, Mechanical & Electrical Inspections, Plan Review	2025
City of Hamtramck	BMEP Inspections, Planning & Zoning	2024
City of Harper Woods	Building Official, BMEP and Fire Inspections and Plan Review, Code Enforcement, Permit Technician, Rental Inspections, Permitting Software	2014
City of Highland Park	Building Official, BMEP Inspections, Plan Review, Rental Inspections, Planning	2015
City of Kalamazoo	Plumbing Inspections, Plan Review	2014
City of Kentwood	Plan Review	2018
City of Madison Heights	Building Official, BMEP Inspections, Plan Review, Rental Inspections, Code Enforcement	2010
City of Mount Clemens	Building Official, BMEP Inspections, Plan Review	2015
City of Muskegon	Building Official, BMEP Inspections and Plan Review, Code Enforcement, Rental Inspections, and Permit Technician	2012
City of Portage	Plumbing and Mechanical Inspections, Plan Review	2013

CLIENT	CONTRACTED SERVICES	CLIENT SINCE
City of Scottville	Permit Technician, Code Enforcement, Rental Housing/Property Maintenance, Zoning Permit Review and Administration, Permitting Software	2023
City of South Lyon	Plan Review, Inspections, Fire Plan Review & Inspections, Rental Program Inspections, Building Official, Disaster and Emergency Response	2014
City of Three Rivers	Building Official, BMEP Inspections, Code Enforcement, Plan Review, Rental Inspections	2010
City of Vassar	Code Enforcement	2024
City of Wixom	Building Official, Plan Review, Inspections, Fire Plan Review, Code Enforcement, Rental Inspections, Permit Technician, Emergency Response	2013
City of Wyandotte	BMEP Inspections, Plan Review, Fire Plan Review	2024
City of Zeeland	Building Inspection, Plan Review, Code Enforcement	2014
Township of Burr Oak	BMEP Inspections, Plan Review, Code Enforcement	2011
Township of Caseville	Plumbing Inspections, Plan Review	2025
Township of Chikaming	BMEP Inspections, Plan Review, Code Enforcement	2018
Township of Clarendon	BMEP Inspections, Plan Review, Planning & Zoning	2017
Township of Coldwater	Planning & Zoning	2015
Township of Colon	Building Official, BMEP Inspections, Plan Review, Code Enforcement, Rental Inspections	2009
Township of Covert	Building Official, BMEP Inspections, Plan Review, Code Enforcement	2019
Township of Delta	BMEP Inspections and Plan Review, Fire Inspections	2023
Township of Genoa	Planning & Zoning	2024
Township of Grosse Ile	Planning & Zoning	2000
Township of Independence	Plumbing and Mechanical Inspections and Plan Review	2013
Township of Lawrence	Building Official, BMEP Inspections, Plan Review, Planning & Zoning	2019
Township of Millington	Code Enforcement	2025
Township of Mundy	Building Official, BMEP Inspections, Plan Review	2025
Township of Orion	Electrical, Mechanical, Plumbing, and Soil Erosion Inspections, Plan Review, Permit Technician, Permitting Software	2023
Township of Paw Paw	BMEP Inspections, Code Enforcement, Plan Review	2020
Township of Rose	Planning & Zoning	2024
Township of Sherwood	Building Official, BMEP Inspections, Plan Review, Code Enforcement	2011
Township of Vassar	Code Enforcement	2024
Township of West Bloomfield	BMEP Inspections and Plan Review	2022
Township of Wisner	Code Enforcement	2025

CLIENT	CONTRACTED SERVICES	CLIENT SINCE
Tuscola County	Building Official, BMEP and Soil Erosion Inspections, Plan Review, Permit Technician	2021
Village of Athens	Building Official, BMEP Inspections, Plan Review, Code Enforcement	2009
Village of Beverly Hills	Building Official, Building Inspections, Plan Review, Code Enforcement, Planning & Zoning	2009
Village of Burr Oak	Building Official, BMEP Inspections, Plan Review, Code Enforcement	2011
Village of Cass City	Code Enforcement	2024
Village of Climax	Building Official, BMEP Inspections, Plan Review	2020
Village of Decatur	Building Official, BMEP Inspections, Plan Review, Code Enforcement, Rental Inspections, Zoning	2019
Village of Homer	BMEP Inspections and Plan Review	2009
Village of Lawton	Building Inspection and Plan Review	2021
Village of Marcellus	Building Official, BMEP Inspections, Plan Review, Permit Technician, Zoning Permit Review and Administration, Planning & Zoning, Code Enforcement for Rental Inspections	2023
Village of Milford	Mechanical, Electrical & Plumbing Plan Review and Inspections, Building Official	2016
Village of Millington	Code Enforcement	2024
Village of Paw Paw	Building Official, BMEP Inspections, Plan Review	2019
Village of Tekonsha	BMEP Inspections, Plan Review, Code Enforcement	2009
Village of Unionville	Code Enforcement, Permitting Software	2023

"I have appreciated the consistent staffing provided by SAFEbuilt, and the extra effort to make sure our needs as a community are met."

– Ken Pike, Building Official | City of Wixom, MI



CAPABILITIES

Each year, the SAFEbuilt team completes thousands of inspections and plan reviews for new, unoccupied, and occupied builds, renovations, and expansion projects ranging from single-family homes, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers, including but not limited to:

- Airport Hangars
- Ambulatory Centers
- Apartment Complexes
- Aqueducts
- Arenas
- Assisted Living Facilities
- Automated Parking Systems & Mechanical Car Stacker
- Banks
- Beach Re-Nourishments
- Breakaway Walls
- Bridges
- Bulkheads
- Cabanas & Gazebos
- Casinos
- Cement Plants
- Cement Silos
- Chillers
- Churches
- City Halls
- Coastal High Hazard Zones
- Colleges & Universities (State & Privately Owned)
- Construction Trailers
- Courthouses
- Cruise Terminals
- Dentist Offices
- Dialysis Centers
- Drainage System
- Electric Cooperative
- Elementary, Middle & High Schools
- Fire Pump Houses
- Fire Repair
- Fire Stations
- Fuels Processing Plant
- Gatehouses
- Government Buildings
- Grocery Stores
- Gymnasiums
- High-Rise Buildings (Commercial & Residential)
- Historical Buildings
- Hospitals & Medical Facilities
- Hotels
- Housing Authorities
- Industrial Buildings
- Large Commercial Retail Developments
- LEED Buildings
- Libraries
- Liquid Natural Gas Plants
- Loading Docks
- Low-Income Housing
- Marinas
- Marine Research Facilities
- Medical Examiner's Office
- Mixed-Use Buildings
- Modular Baths
- Movie Theaters/Cinemas
- Multi-Family Dwellings
- Museums
- Parking Garages (Above & Below Grade)
- Parks
- Pharmacies
- Pools (Commercial & Residential)
- Prefabricated & Modular Bathrooms for Hospitals
- Preschools & Daycares
- Production Studios
- Recreational Centers
- Refrigerated Buildings
- Residential Developments (Single-Family, Townhouses & Condos)
- Restaurants
- Retirement Communities
- Seawalls
- Self-Storage Facilities
- Shipyards
- Shopping Malls
- Silos
- Single-Family Homes
- Solar Panel Systems
- Sorority/Fraternity Houses
- Spas
- Sport Fields
- Student Housing
- Theme Parks
- Threshold Buildings
- Tissue Banks
- Toll Plazas
- Train Station Facility
- Tunnels
- Warehouses
- Waterfront Properties

PROJECT SHOWCASE

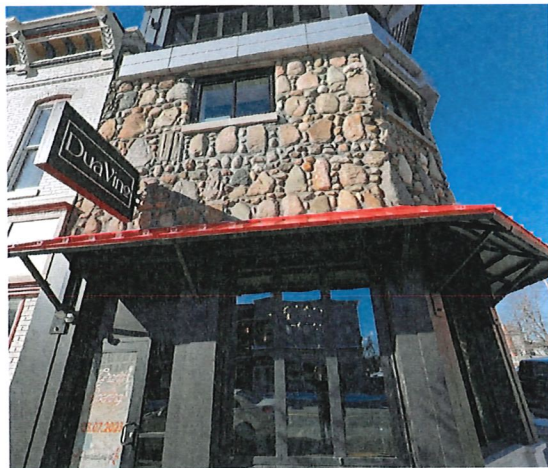
Below are a few notable projects our team has supported for the City of Muskegon and other Michigan municipalities where we deliver the same or similar services.



WIXOM LOGISTICS CENTER; WIXOM, MI

2019 – 2023

SAFEbuilt provided plan review and inspection services for the \$150M redevelopment of the 182-acre former Ford Motor Co. plant in Wixom. The project converted the site into an industrial park with seven buildings. The north section includes six buildings totaling 1,340,000 ft², while the south section features a 320,000 ft² building. The development also includes parking, sidewalks, driveways, and utilities to support the site's functionality and accessibility.



DUA VINO + THE BAR; SOUTH LYON, MI

2022 – 2024

SAFEbuilt recently completed a large commercial interior build-out and one-story addition for Dua Vino + The Bar in South Lyon. The project, located in the historic 140-year-old RCA building, carried a valuation of \$1.25M. Throughout the renovation and restoration process, SAFEbuilt performed all plan reviews and inspections for the project.



EASTLAND COMMERCE CENTER; HARPER WOODS, MI

2022 – 2024

The new \$97M Class-A warehouse, distribution, and manufacturing campus included three buildings ranging from 200,000 ft² to 536,000 ft², tilt-up construction, and an abundance of vehicle and trailer parking. The Eastland Commerce Center is located on the 80-acre site formerly the Eastland Center Shopping Mall. The demolition of the previous mall included the reworking of the underground utilities.

SAFEbuilt provided all plan reviews, permitting, inspections, and record maintenance for this project on behalf of the City of Harper Woods.



WESTLAKE PLACE APARTMENTS; SOUTH LYON, MI

2023 – 2024

SAFEbuilt provided plan review and inspection services for the construction of Westlake Place Apartments in South Lyon. Valued at \$6.5M, the project comprises three distinct buildings, accommodating a total of 72 units.



ADELAIDE POINT CONDOMINIUMS; MUSKEGON, MI

2023 – 2024

SAFEbuilt conducted comprehensive plan reviews and inspections, including fire safety, for the construction of a new four-story mass timber frame condominium building at Adelaide Pointe. Situated on the picturesque Lake Muskegon waterfront, the 55 luxury condominiums boast a permit value of \$20M.



YUKEN AMERICA; WIXOM, MI

2021 – 2023

This 36,420 ft² \$5M facility, part of the Yuken family of companies, produces and distributes industrial cleaning agents for the automotive and electronics industries. SAFEbuilt provided plan review and inspection services on behalf of the City of Wixom.



MACOMB COUNTY CENTRAL INTAKE & ASSESSMENT CENTER; MOUNT CLEMENS, MI

2024 – Ongoing

SAFEbuilt is providing plan review and inspection services for Macomb County's \$228M, four-story justice facility on behalf of our City of Mount Clemens client. The 177,000 ft² building includes central intake and booking, two floors of specialty housing and treatment for medical, mental health, and substance abuse needs, an on-site courtroom, and a fourth floor with 108 general population beds.

The project includes demolishing 78,000 ft² and renovating 28,000 ft² of existing space, expanding medical and mental health beds from 64 to 162 and total jail capacity from 1,034 to 1,218. The facility is scheduled to open by mid-2027.

OTHER PROJECTS SUPPORTED

- **Children's Hospital of Michigan; Troy, MI**
4-story, 65,436 ft² hospital | 2014 – 2016
- **305 Farms Campus; Lawrence, MI**
44,000 ft² marijuana grow facility | 2021 – 2022
- **The Bloomfield; Bloomfield Hills, MI**
11,370 ft² assisted living facility | 2022
- **Dearborn Engineering Lab Building Replacement at the University of Michigan – Tony England Engineering Lab Building; Ann Arbor, MI**
57,000 ft² of renovation and 66,000 ft² of new building construction | 2017 – 2020
- **American Axle & Manufacturing; Three Rivers, MI**
Automotive axle manufacturing plant | 2021 – 2024
- **Northern Biomedical Research (NBR) Research Laboratory; Muskegon, MI**
103,000 ft² research laboratory | 2023 – Ongoing
- **Amazon Distribution Center; Wixom, MI**
258,307 ft² warehouse. Part of the Wixom Logistics Center (see page 11) | 2024
- **Renaissance Global Logistics (RGL) Wixom Facility; Wixom, MI**
742,000 ft² aftermarket GM parts. Part of the Wixom Logistics Center (see page 11) | 2023
- **Springhill Suites by Marriott; Wixom, MI**
99-suite hotel | 2019
- **Marijuana Production Facility at Harvest Park; Dimondale, MI**
8,000 ft² marijuana production facility. Provided third-party plan review for Laux Construction LLC | 2022

Children's Hospital of Michigan



305 Farms Campus



Tony England Engineering Lab Building



"SAFEbuilt is an integrated part of our overall team and you are by far the best group of Building Officials I've had the pleasure of working with in years. I work in four different counties and multiple municipalities, and it is a pleasure dealing with your people from your office staff to your field staff."

– Daniel Atchison, Senior Project Manager for Canzano Contracting Corporation/JDM Building Company LLC

COMMUNITY INVOLVEMENT

SAFEbuilt's partnership with the City of Muskegon extends well beyond building department services. We deliver professionalism, expertise, and community engagement through educational programs, outreach, and charitable initiatives. As dedicated members of the communities we serve, we believe in giving back and actively support local events and initiatives that benefit our clients and their residents. Below are examples of how SAFEbuilt has supported the City of Muskegon and other partner communities.

For the City of Muskegon:

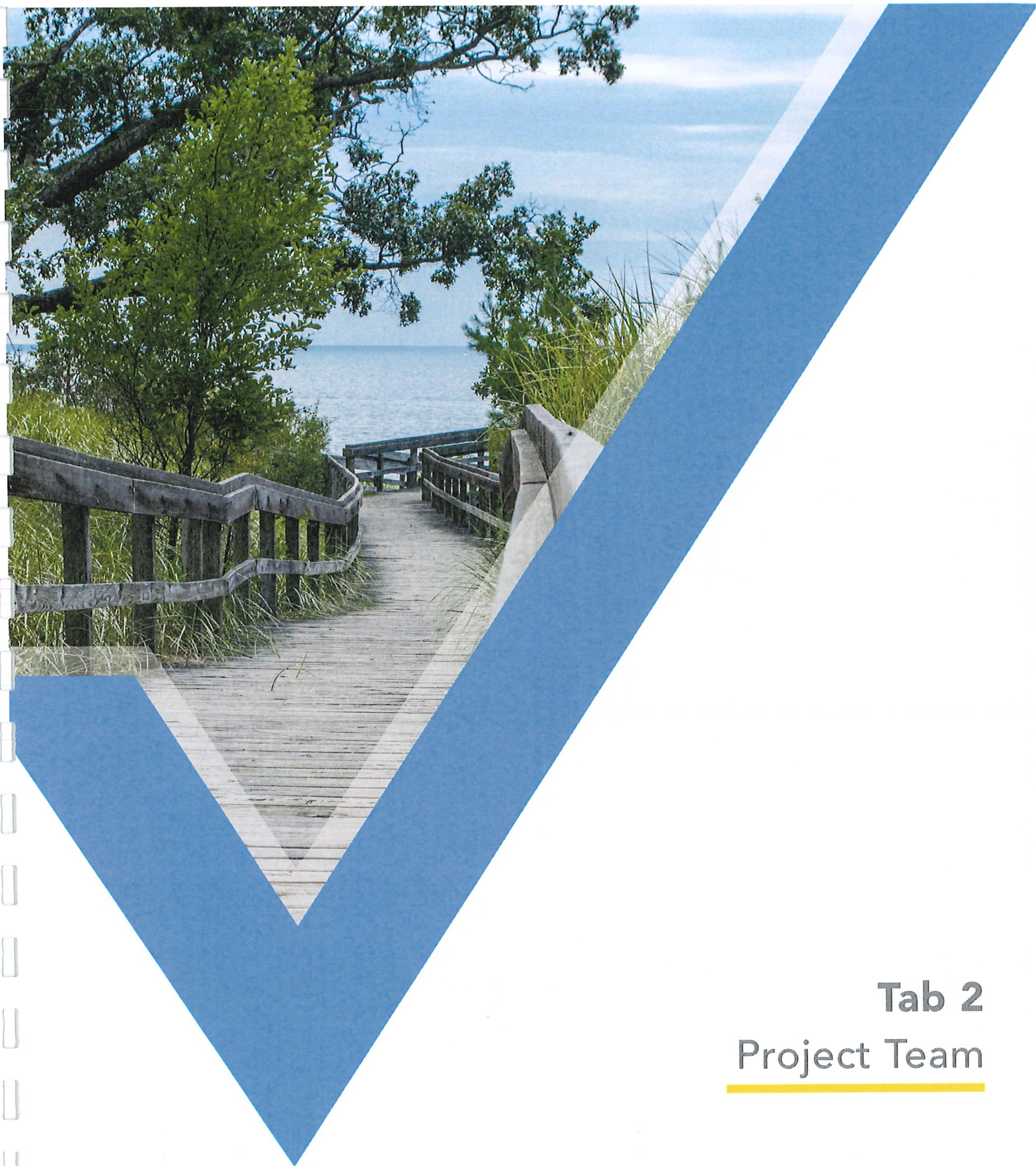
- **National Night Out:** SAFEbuilt donates food for the annual event.
- **Bike Rodeo:** SAFEbuilt donates bike helmets to children in the community to promote safety and works with the local Boys and Girls Club.
- **Staff Ice Cream Social:** SAFEbuilt staff volunteer time to support this engagement.
- **City Summer Cookout:** SAFEbuilt proudly donates the pig for the annual roast.
- **Fire Blanket Donation:** SAFEbuilt enhances community safety by donating fire blankets to the Muskegon Fire Department, supporting effective electric vehicle (EV) fire suppression.

SAFEbuilt is an active member of the City of Muskegon's Chamber of Commerce, with representatives from our leadership team attending Chamber meetings as schedules allow. Members of our team actively serve on boards and committees throughout the City, including the C2EM community engagement committee, the Blight Fight committee, and the Building Department's Housing Board of Appeals.

As Requested in the RFQ, SAFEbuilt will:

- **Provide a Minimum of Two Public Educational Workshops Annually:** Our team is happy to host these workshops for the City, creating valuable opportunities to engage with residents and contractors. These events help the community better understand construction projects, and SAFEbuilt has successfully delivered similar programs throughout Michigan and nationwide, giving homeowners practical guidance for projects such as deck building and basement finishing.
- **Offer Two \$500 Community Partner Scholarships Per Year:** SAFEbuilt is pleased to support the City of Muskegon by funding the Youth Achievement Scholarship (YAS), which celebrates outstanding youth in our partner communities. Each year, YAS recognizes graduating seniors who demonstrate leadership and community impact through volunteer work and service—embodying our core values of: SERVICE, INTEGRITY, TEAMWORK, IMPROVEMENT, and RESPECT. Recipients receive a scholarship, recognition on SAFEbuilt's website, press coverage, and a formal presentation at a City Council meeting.





Tab 2

Project Team

PROJECT TEAM

SAFEbuilt values its long-standing partnership with the City of Muskegon. Throughout our 13-year tenure, we have consistently demonstrated flexibility and responsiveness, adapting our fee structure to a tiered system as requested by the City, providing office space compensation, and promptly addressing staffing issues. Our deep familiarity with Muskegon's municipal codes and ordinances, as well as State of Michigan regulations and local priorities, combined with advanced insight into current and upcoming development projects, positions our team to deliver proactive, knowledgeable support for the City's ongoing and future needs.

Since 2012, SAFEbuilt has maintained a fully staffed office embedded within the City. All proposed team members are already proficient with the City's processes and working with staff, ensuring a seamless contract renewal and uninterrupted services. Our team has established strong working relationships across City departments, supporting operational continuity and efficiency into the next contract term.

We are pleased to offer the City the same proven team of professionals you have come to know and trust, shown in Figure 1, whose building code expertise and commitment to exceptional customer service have continually benefited the City's residents and businesses. Résumés for each proposed team member are presented on the following pages.

The City of Muskegon Building & Inspection Services Team

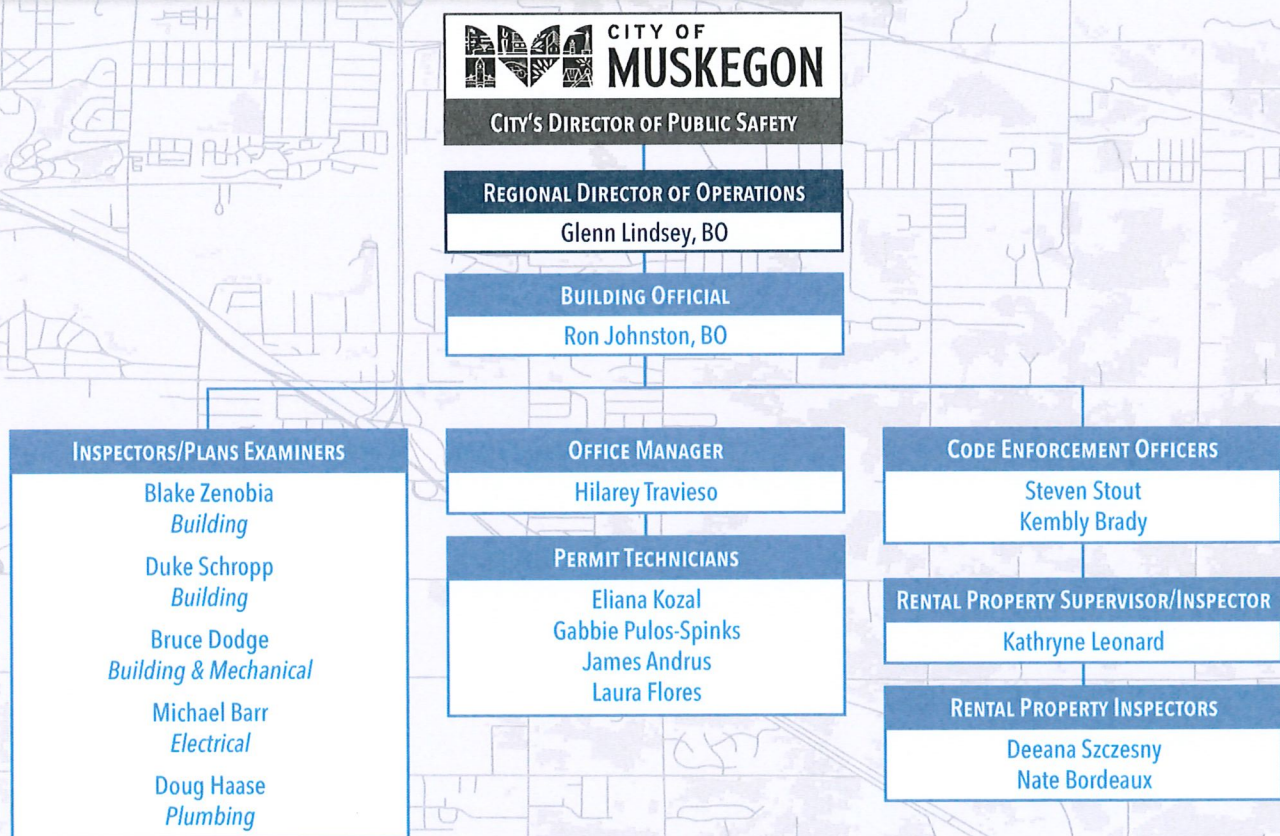


Figure 1. The City of Muskegon Building & Inspection Services Team

"[the SAFEbuilt Team] responds rapidly to resolve issues and does a great job of follow-up."

– George Letts, Township Supervisor, Township of Burr Oak, MI



RONALD "RON" JOHNSTON, BO

Building Official

43 YEARS OF EXPERIENCE

12 YEARS WITH THE FIRM

U.S. ARMY VETERAN

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#5874

- Building Official
- Building Plan Reviewer
- Building Inspector

Residential Builder Individual #2101179369

WORK HISTORY

- **Building Official, Building Inspector & Building Plan Reviewer**
SAFEbuilt, LLC
2013 - Present
- **Head of Construction**
ALT Property Management, LLC
Muskegon, MI
2013
- **Qualifying Officer, Installer & CNC Operator**
Lakeshore Vinyl Products
Hudsonville, MI
2009 - 2012
- **Trim Carpenter**
Duer Construction
Spring Lake, MI
1995 - 2009
- **Framing Crew Supervisor**
Adams Construction
Fruitport, MI
1984 - 1994
- **Framer**
Fischer Builders
Muskegon, MI
1982 - 1984
- **Active Duty Serviceman**
U.S. Army
1980 - 1986

PROJECT EXPERIENCE

- **Building Official, Building Inspector & Building Plan Reviewer**
SAFEbuilt Contract with the City of Muskegon, MI
- **Building Official, Building Inspector & Building Plan Reviewer**
SAFEbuilt Contract with the City of Zeeland, MI



SARAH DANIELL

Building Administrative Services Coordinator

18 YEARS OF EXPERIENCE

7 YEARS WITH THE FIRM

SAFEbuilt[✓]

EDUCATION

BA, History and Political Science

Grand Valley State University

Accounting Coursework

Muskegon Community College

WORK HISTORY

- **Permit Technician & Building Administrative Services Coordinator**
SAFEbuilt, LLC
2018 - Present
- **Treasurer's Office Support**
City of Muskegon, MI
2017 - 2018
- **Accounting Assistant**
Graphics House Sports Promotions
2016
- **Teller**
The Huntington National Bank
2011 - 2016
- **Service Clerk**
Walgreens
2010 - 2011
- **Service Desk Associate**
Meijer, Inc.
2007 - 2010

PROJECT EXPERIENCE

- **Building Administrative Services Coordinator**
SAFEbuilt Contract with the City of Muskegon, MI
- **Permit Technician**
SAFEbuilt Contract with the City of Zeeland, MI

BZ

BLAKE ZENOBIA

Building Inspector & Building Plans Examiner

8 YEARS OF EXPERIENCE

8 YEARS WITH THE FIRM

SAFEbuilt[✓]

EDUCATION

BS, Christian Ministry

Urshan College
St. Louis, MO

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407
#INSP01350

- Building Plan Reviewer
- Building Inspector

WORK HISTORY

- **Building Inspector, Rental Inspector & Dangerous Building Inspector**
SAFEbuilt, LLC
2017 - Present

PROJECT EXPERIENCE

- **Building Inspector, Rental Inspector & Dangerous Building Inspector**
SAFEbuilt Contract with the City of Muskegon, MI

DS

HAROLD "DUKE" SCHROPP

Building Inspector & Building Plans Examiner

37 YEARS OF EXPERIENCE

<1 YEAR WITH THE FIRM

SAFEbuilt®

EDUCATION

General Coursework

Western Michigan University

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#INSP01487

- Building Plan Reviewer

- Building Inspector

Residential Builder Individual #2101125352

WORK HISTORY

- **Building Inspector & Building Plans Examiner**
SAFEbuilt, LLC
2025 - Present
- **Building Inspector & Building Plans Examiner**
North Country Inspections
White Cloud, MI
2024 - 2025
- **Building Inspector & Building Plans Examiner**
Holton Township, MI
2023 - 2025
- **Owner/Operator**
Schropp Builders, LLC
Whitehall & Muskegon, MI
1996 - 2025
- **Test Floor Supervisor**
Johnson Boiler
Ferrysburg, MI
1988 - 1996

PROJECT EXPERIENCE

- **Building Inspector & Building Plans Examiner**
SAFEbuilt Contract with the City of Muskegon, MI

MEMBERSHIPS & AFFILIATIONS

Member of the Zoning Board of Appeals

Fruitland Township, MI



BRUCE DODGE

Building & Mechanical Inspector & Plans Examiner

36 YEARS OF EXPERIENCE

11 YEARS WITH THE FIRM

SAFEbuilt[®]

EDUCATION

AS, Business Administration with Accounting

Muskegon Business College

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#2596

Building Inspector

Building Plans Examiner

Mechanical Inspector

Mechanical Plans Examiner

Mechanical Contractor #7106043

Residential Building Individual #2101047253

WORK HISTORY

- **Building & Mechanical Inspector & Plans Examiner**
SAFEbuilt, LLC
2014 - Present
- **Inspector**
City of Roosevelt Park, MI
2013 - 2014
- **Building Department Head, Inspector & Plans Examiner**
City of Grand Haven, MI
1998 - 2012
- **Building Department Head, Inspector & Plans Examiner**
City of Ferrysburg, MI
1996 - 1998
- **Building Department Head, Inspector & Plans Examiner**
City of Muskegon, MI
1989 - 1995

PROJECT EXPERIENCE

- **Building & Mechanical Inspector & Plans Examiner**
SAFEbuilt Contract with the City of Muskegon, MI
- **Building & Mechanical Inspector & Plans Examiner**
SAFEbuilt Contract with the Village of Athens, MI



MICHAEL BAAR

Electrical Inspector & Electrical Plans Examiner

SAFEbuilt[✓]

29 YEARS OF EXPERIENCE

<1 YEAR WITH THE FIRM

U.S. AIR FORCE VETERAN

EDUCATION

Master Electrician Studies

National Center for Construction Education and Research

AS, Criminal Justice

Northern Michigan University

Marquette, MI

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#INSP01640

- Electrical Plan Reviewer

- Electrical Inspector

Master Electrician #6213531

WORK HISTORY

▪ Electrical Inspector & Electrical Plans Examiner

SAFEbuilt, LLC

2025 - Present

▪ Master Electrician

AAA Electric

Greenville, MI

2002 - 2025

▪ Master Electrician

Versar, Inc.

Springfield, VA

2010 - 2011

▪ Electrical Foreman

American Iraqi Solutions Group

Basra, Iraq

2009 - 2010

▪ Electrical Inspector

Hill International

Marlton, NJ

2008 - 2010

▪ Journeyman Electrician

Ohms Electric

Lansing, MI

2000 - 2002

▪ Apprentice Electrician

IBEW Local #275

Grand Rapids, MI

1996 - 1999

PROJECT EXPERIENCE

▪ Electrical Inspector & Electrical Plans Examiner

SAFEbuilt Contract with the City of Muskegon, MI



DOUGLAS "DOUG" HAASE

Plumbing Inspector & Plumbing Plans Examiner

45 YEARS OF EXPERIENCE

1 YEAR WITH THE FIRM

SAFEbuilt[✓]

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#INSP01013

- Plumbing Plan Reviewer

- Plumbing Inspector

Master Plumber #8108551

Plumbing Contractor #8001577 & 8108551

WORK HISTORY

- **Plumbing Inspector & Plumbing Plans Examiner**

SAFEbuilt, LLC

2024 - Present

- **Plumber**

Muskegon Public Schools

Muskegon, MI

2010 - 2024

- **General Maintenance Associate**

Fruitport Middle School

Fruitport, MI

2009 - 2010

- **Owner/Operator**

West Coast Plumbing, Inc.

Muskegon, MI

1986 - 2010

- **Journeyman Plumber**

Gras-Meyer Plumbing

Montague, MI

1982 - 1986

- **Journeyman Plumber**

Lakeland Plumber

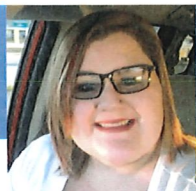
Fruitport, MI

1980 - 1982

PROJECT EXPERIENCE

- **Plumbing Inspector & Plumbing Plans Examiner**

SAFEbuilt Contract with the City of Muskegon, MI



KATHRYNE LEONARD

Rental Property Supervisor & Inspector

13 YEARS OF EXPERIENCE

9 YEARS WITH THE FIRM

SAFEbuilt®

EDUCATION

Business Management Coursework

Muskegon Community College

LICENSES & CERTIFICATIONS

State of Michigan

Building ACT 407

#INSP01379

- Building Plan Reviewer
- Building Inspector

WORK HISTORY

▪ Rental Property Supervisor & Inspector

SAFEbuilt, LLC

2016 - Present

▪ Teller

Comerica Bank

Muskegon Heights, MI

2014 - 2016

▪ Member Service Supervisor

Sam's Club

Muskegon, MI

2012 - 2014

PROJECT EXPERIENCE

▪ Rental Property Supervisor & Inspector

SAFEbuilt Contract with the City of Muskegon, MI

▪ Rental Property Inspector & Permit Technician

SAFEbuilt Contract with the City of Zeeland, MI

DS

DEEANA SZCZESNY

Rental Property Inspector

11 YEARS OF EXPERIENCE

4 YEARS WITH THE FIRM

SAFEbuilt[✓]

EDUCATION

General Studies

Muskegon Community College

WORK HISTORY

- **Rental Property Inspector**
SAFEbuilt, LLC
2021 - Present
- **Millwork/Building Materials Associate**
Home Depot
Ludington, MI
2019 - 2021
- **City Carrier Assistant**
U.S. Postal Service
Ludington, MI
2015 - 2021
- **Team Lead**
Sam's Club
Muskegon, MI
2014 - 2017

PROJECT EXPERIENCE

- **Rental Property Inspector**
SAFEbuilt Contract with the City of Muskegon, MI



NATHAN "NATE" BORDEAUX

Rental Property Inspector

5 YEARS OF EXPERIENCE

3 YEARS WITH THE FIRM

SAFEbuilt[✓]

WORK HISTORY

- **Rental Property Inspector**

SAFEbuilt, LLC
2023 - Present

- **Butcher**

Devries Meats
Coopersville, MI
2021 - 2023

- **Crew Leader**

Preferred Lawn Care
Muskegon, MI
2020 - 2021

PROJECT EXPERIENCE

- **Rental Property Inspector**

SAFEbuilt Contract with the City of Muskegon, MI



STEVEN STOUT

Code Enforcement Officer

32 YEARS OF EXPERIENCE

1 YEAR WITH THE FIRM

SAFEbuilt®

EDUCATION

AS, Criminal Justice

Grand Rapids Community College

WORK HISTORY

■ Code Enforcement Officer

SAFEbuilt, LLC

2024 - Present

■ Vehicle Photographer

Preferred Group

Grand Haven, MI

2017 - 2020

■ Police Officer (Retired)

City of Muskegon, MI

1993 - 2017

PROJECT EXPERIENCE

■ Code Enforcement Officer

SAFEbuilt Contract with the City of Muskegon, MI

KB

KEMBLY BRADY

Code Enforcement Officer

11 YEARS OF EXPERIENCE

11 YEARS WITH THE FIRM

SAFEbuilt®

EDUCATION

BS, Elementary Education (Mathematics)

Backer College
Muskegon, MI

WORK HISTORY

- **Code Enforcement Officer**
SAFEbuilt, LLC
2014 - Present
- **Teacher**
Ravenna Public Schools
Ravenna, MI
2014 - 2015

PROJECT EXPERIENCE

- **Code Enforcement Officer**
SAFEbuilt Contract with the City of Muskegon, MI



HILAREY TRAVIESO

Office Manager

22 YEARS OF EXPERIENCE

2 YEARS WITH THE FIRM

SAFEbuilt[✓]

WORK HISTORY

- **Building Department Services Manager**
SAFEbuilt, LLC
2023 - Present
- **Owner Relations/Office Manager**
Choice Property Management Solutions, LLC
Muskegon, MI
2017 - 2022
- **Office Assistant/Office Coordinator**
Choice Property Management Solutions, LLC
Muskegon, MI
2015 - 2017
- **FA Production Associate**
Gentex
Zeeland, MI
2014
- **Special Services Associate**
Home Depot
Grand Haven, MI
2013
- **Customer Service Representative**
Lake Express LLC
Muskegon, MI
2011 - 2012
- **Home Health Aide**
Kerensa Kidder
Muskegon, MI
2010 - 2012
- **Personal Assistant**
RE/MAX
Muskegon, MI
2007 - 2009
- **Home Health Aide**
Wasserman Family
Muskegon, MI
2003 - 2004

PROJECT EXPERIENCE

- **Office Manager**
SAFEbuilt Contract with the City of Muskegon, MI

EK

ELIANA KOZAL

Permit Technician

6 YEARS OF EXPERIENCE

<1 YEAR WITH THE FIRM

SAFEbuilt[✓]

WORK HISTORY

- **Permit Technician**
SAFEbuilt, LLC
2025 - Present
- **Patient Service Representative**
Corewell Health Outpatient Rehabilitation
Muskegon, MI
2024 - 2025
- **Patient Service Representative**
Corewell Health Primary Care, Internal Medicine and Pediatrics
Grandville, MI
2023 - 2024
- **Storefront Supervisor**
The Salted Cupcake
Kentwood, MI
2022 - 2023
- **Administrative Assistant**
The Rise Salon
Kentwood, MI
2020 - 2021
- **Receptionist**
Nectar Spa & Salon
Mainstee, MI
2019 - 2020

PROJECT EXPERIENCE

- **Permit Technician**
SAFEbuilt Contract with the City of Muskegon, MI



TATIANA "GABBIE" PULOS-SPINKS

Permit Technician

SAFEbuilt[✓]

9 YEARS OF EXPERIENCE

<1 YEAR WITH THE FIRM

EDUCATION

BA, Human Resources & Labor Relations

Michigan State University

AS, Health Sciences

Muskegon Community College

WORK HISTORY

- **Permit Technician**
SAFEbuilt, LLC
2025 - Present
- **Independent Contractor**
Self-Employed
2024 - 2025
- **Human Resources Generalist**
WestRock
Lansing, MI
2022 - 2024
- **Human Resources Intern**
WestRock
Lansing, MI
2022
- **Office Manager**
Big Green Life
Muskegon, MI
2020 - 2022
- **Assistant Manager**
Ryke's Baker, Catering & Cafe
Muskegon, MI
2016 - 2020

PROJECT EXPERIENCE

- **Permit Technician**
SAFEbuilt Contract with the City of Muskegon, MI

JA

JAMES ANDRUS

Permit Technician

12 YEARS OF EXPERIENCE

< 1 YEAR WITH THE FIRM

SAFEbuilt.

EDUCATION

BA, Film & Video Production

Grand Valley State University

WORK HISTORY

- **Permit Technician**
SAFEbuilt, LLC
2025 - Present
- **Multimedia Content Creator Intern**
Project Grand Path
2024
- **Videographer and Editor**
Orchard Hill Reformed Church
2022 - 2024
- **Service Technician**
Noordyk Business Enterprises
2016 - 2021
- **Stagehand and Teacher's Assistant**
Grand Rapids Civic Theater
2012 - 2016

PROJECT EXPERIENCE

- **Permit Technician**
SAFEbuilt Contract with the City of Muskegon, MI



LAURA FLORES

Permit Technician

3 YEARS OF EXPERIENCE

1 YEAR WITH THE FIRM

SAFEbuilt[✓]

EDUCATION

Early Childhood Development Certification

Muskegon Community College

WORK HISTORY

- **Permit Technician**
SAFEbuilt, LLC
2024 - Present
- **Sales Consultant**
Walgreens
Whitehall, MI
2022 - 2024

PROJECT EXPERIENCE

- **Permit Technician**
SAFEbuilt Contract with the City of Muskegon, MI

THE LEADERSHIP TEAM

The Leadership Team for the City will include the assigned Account Manager, our Regional Operations Director, and our Vice President of Operations for the eastern US. Together, they will manage the operation and administration of the contract. They will be responsible for managing team performance, ensuring that all contract goals are accomplished, and performing problem-solving support for issues at the contract level.



Ms. Lauren Veri
Account Manager
440.346.3872
lveri@safebuilt.com



Mr. Glenn Lindsey, BO
Regional Operations Director
269.729.9244
glindsey@safebuilt.com



Mr. Steve Burns, BO
East Coast VP of Operations
248.928.4729
sburns@safebuilt.com

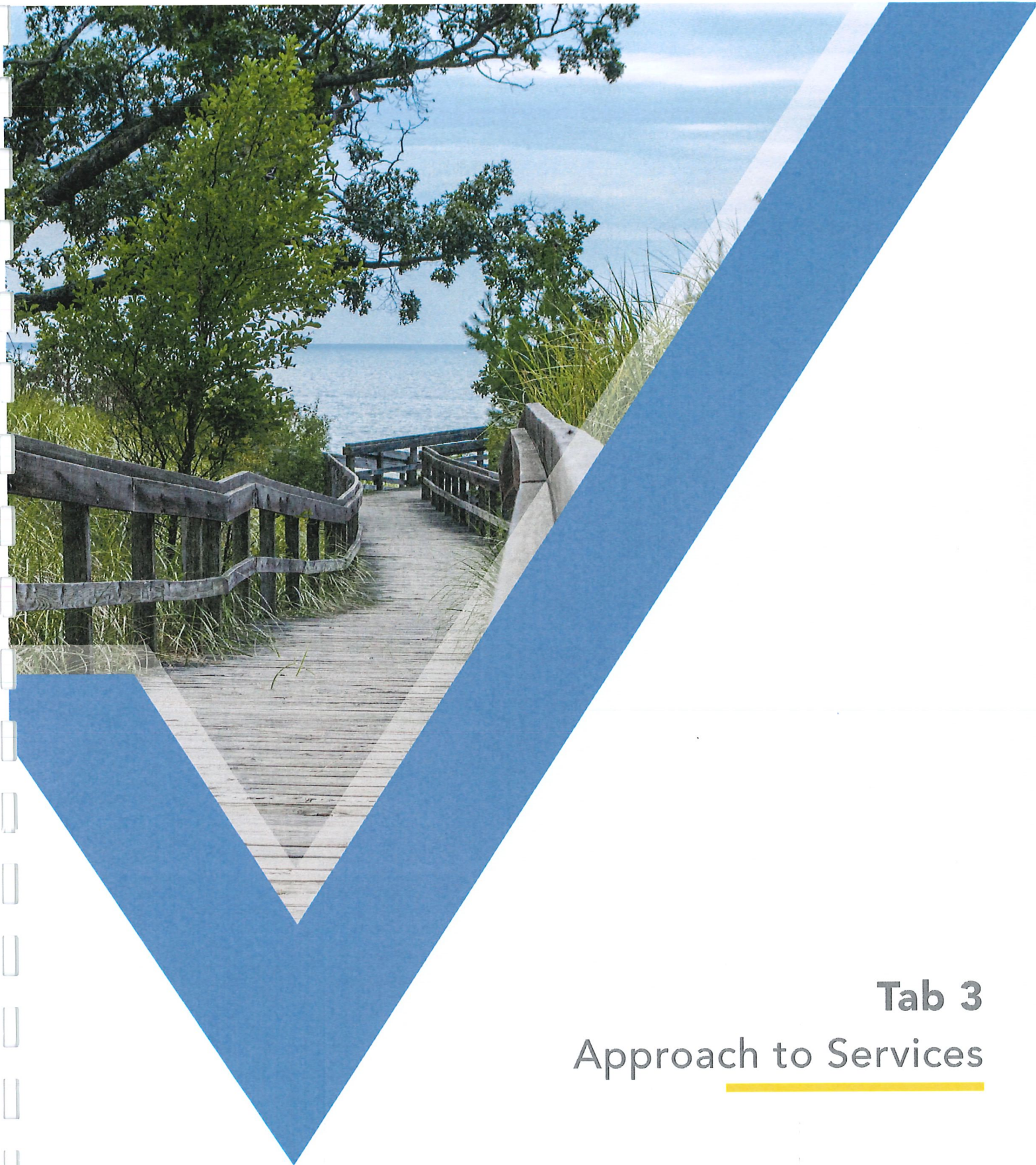
SAFEbuilt believes that maintaining frequent and consistent check-ins between the Account Management, Operations, and our clients is key to identifying performance risks sooner and contributes to contract success. As the *Account Manager*, **Ms. Lauren Veri** will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best contractor-client relationship possible. Further, we can also estimate and evaluate possible outcomes during this process and make any necessary changes.

Ms. Veri joined the SAFEbuilt family in September 2023 and has 17 years of experience in sales and account management roles. As the Account Manager for the City of Muskegon, she will serve as an intermediary between SAFEbuilt and the City, facilitating the exchange of information, support, and assistance to meet the City's needs. In turn, she helps SAFEbuilt to better understand the City's needs, expectations, and difficulties. Further, Ms. Veri will be available to discuss solutions for any potential add-on work the City may need.

Along with Ms. Veri, **Mr. Glenn Lindsey, BO**, *Regional Operations Director*, and **Mr. Steve Burns, BO**, *East Coast Vice President of Operations*, will support the City with contract operations oversight, ensuring our team operates in accordance with contract terms. They will work closely with the City and staff to set expectations and manage outcomes for service delivery performance. They are also responsible for ensuring increasing levels of client, customer, and employee satisfaction while improving workforce efficiency, service, and technology. They will perform periodic check-ins with the City to ensure staffing levels are sufficient for the current workload.

Mr. Lindsey and Mr. Burns are licensed Building Officials, Plans Examiners, and Building Inspectors in the State of Michigan, holding certifications #4936 and #4564, respectively. This attests to their extensive expertise in building code services. Notably, both professionals began their careers with SAFEbuilt as Building Officials. Mr. Lindsey became part of the SAFEbuilt team in 2016, while Mr. Burns has been a dedicated employee since 2011.

SAFEbuilt's Executive Leadership Team remains actively involved in managing this contract to ensure consistent quality and alignment with the City's goals. SAFEbuilt's *President*, **Mr. Joe DeRosa**, also plays a direct role in supporting this important partnership with the City.



Tab 3

Approach to Services

APPROACH TO SERVICES

With thirteen years of service to the City, SAFEbuilt understands the value of a trusted inspection and building code partner—one that consistently delivers timely, high-quality results aligned with City standards and goals. Our experienced team operates under the direction of the City's Director of Public Safety (or designee), working on-site as an integrated extension of City staff.

As the current provider, SAFEbuilt is ready to build on our established partnership through the next contract cycle. We offer a proven, dependable team (see "Figure 1. The City of Muskegon Building & Inspection Services Team" on page 16) that ensures operational continuity and meets all the City's inspection needs without disrupting workflow. The City of Muskegon has seen first-hand our team's expertise, reliability, and capacity to handle daily tasks efficiently. SAFEbuilt and our team of building department services professionals remain committed to delivering a combination of affordability, expertise, flexibility, and innovation that supports the City's stability, efficiency, and satisfaction for City staff, businesses, developers, contractors, and residents.

The benefits of a continued partnership with SAFEbuilt include:



Cost Control: Our percentage-of-fee cost model shields the City from fluctuating activity risks, incentivizes service efficiency, reduces backlogs, and keeps costs predictable and aligned with permit volume.



Reduced Safety Risks: SAFEbuilt's fully trained experts help ensure compliance and safety while maintaining project momentum and eliminating costly backlogs.



Improved Customer & Constituent Satisfaction: Faster turnaround times, strong communication, and reliable services reduce frustration for both contractors and residents.



Flexibility: Eliminate the fixed costs of hiring and maintaining in-house staff. SAFEbuilt offers scalable services to match project volume and can support evening, weekend, or holiday needs, as well as fast-track priority projects without interruption.



Digital Proficiency: Our team is highly proficient with using the City's BS&A system and experienced in electronic plan reviews for seamless, efficient service delivery. Our Account Manager was instrumental in the City's transition to BS&A's cloud-based platform, streamlining processes, improving integration, and enhancing overall workflow efficiency.



Professional Development: SAFEbuilt ensures all personnel remain current with industry certifications, codes, and practices—relieving the City of the burden of managing ongoing training requirements.



Improved Safety & Public Trust: At the request of the City's Police Chief, SAFEbuilt is outfitting code enforcement officers and rental inspectors with body cameras to promote accountability, transparency, and safety. Orders have been placed, supporting policies and procedures are being developed, and implementation is expected in early 2026.





DELIVERING THE SCOPE OF SERVICES

SAFEbuilt's continued objective is to provide efficient and customer-friendly services that enable our staff to deliver code-compliant projects to residents, businesses, and the City. To ensure contract success, we promote communication at every level of our organization. Using current technology, we can communicate more efficiently with our clients, residents, contractors, co-workers, and support staff. Communication throughout the organization is emphasized to ensure our clients remain informed about all major projects in the City. This communication enables our team to deliver services more efficiently and effectively.

Working under the supervision of the Director of Public Safety or their designee, all staff accept directions and instructions while performing their responsibilities independently and professionally.

All SAFEbuilt Team Members will:

- Wear/display proper identification and dress appropriately when working on behalf of the City.
- Consistently demonstrate professional conduct, courtesy, and appropriate appearance on and off the job site, provide exemplary customer service while performing duties, and attend City-required meetings.
- Possess/maintain required certifications and are experienced in performing compliant plan review and inspection services.
- Be knowledgeable of design principles, local zoning, and topographical site plans.
- Respond to calls and emails as quickly as possible.
- Maintain up-to-date knowledge of all applicable federal, state, and local laws, regulations, codes, and ordinances, and consistently enforce all adopted codes and amendments.
- Meet all job safety requirements and OSHA safety standards.
- Ensure standardized communication with City staff, accurately maintain compliance documentation, and keep records organized and properly retained.
- Keep relevant professional licenses and certifications current throughout the contract term.
- Attend SAFEbuilt's required minimum of 32 hours of training per calendar year—48 hours per calendar year for every new code adoption year (see "Staff Training" on page 45).
- Participate in public educational activities as requested.
- Be available to support the City during regular business hours of 8:30 am to 5:00 pm, except City-recognized holidays, and provide after-hours emergency building code response.



BUILDING OFFICIAL

The Building Official is the City's primary point of contact and will report to the staff members designated by the City. The Building Official attends staff, board, and council meetings as required. This position works closely with other City departments to coordinate efforts and ensure we operate as a seamless extension of your staff.

Our credentialed Building Officials are intimately familiar with the procedures and processes that need to be maintained to ensure a building department runs smoothly. They effectively work with all staff and departments.

As a technical lead in the office, the Building Official is a resource for other SAFEbuilt team members, City staff, and applicants to help guide citizens through the complexities of the codes. This position closely monitors changes to codes and any state or local requirements and determines how they may impact projects in the area. The Building Official also oversees our quality assurance and training programs and ensures that we meet our agreed-upon performance measurements and your expectations. The **range of services that SAFEbuilt's Building Official can provide** includes, but is not limited to:



- Managing the administration of the building department.
- Monitoring changes to the code and making recommendations regarding local amendments.
- Coordinating with other City departments.
- Attending staff and City meetings as required and mutually agreed.
- Providing reports and updates regarding building code services activity with mutually-agreed-upon frequency and content.
- Providing quality control of plan reviews and inspections.
- Ensuring client and applicant satisfaction.
- Working with City staff to establish and/or refine building department processes.
- Providing building code interpretations.
- Serving as the main point of contact from SAFEbuilt for the City.
- Assisting with and preparing written inspection reports, investigations of complaints, expiring and expired permits, and other reports.
- Updating Building & Safety Procedures.
- Performing building code updates for code adoption.
- Enforcing adopted codes and amendments.



PLANS EXAMINERS

Plans Examiners must demonstrate precision, strong written communication for documentation, and effective verbal skills for interactions with officials, residents, engineers, and design professionals. They must efficiently manage competing project schedules and transition seamlessly between reviews.

Our proposed staff will review permit applications, plans, shop drawings, and product approvals, noting conflicts with applicable codes and providing detailed comments. Reviews will be conducted during the City's business hours, resulting in recommendations to approve, modify, or deny based on compliance with laws, codes, and ordinances. Deficiencies will be clearly identified with applicable code citations, offering customers a clear path to approval.

Plans Examiners will assist contractors, homeowners, and design professionals by answering code-related questions. They will accommodate clients with tight or aggressive schedules as directed by the Building Official. All trades and disciplines will be reviewed for compliance with building, electrical, mechanical, plumbing, accessibility, fire, energy codes, and applicable ordinances. Completed reviews will be documented in the City's system. **The proposed Plans Examiners for the City will:**

- Examine, review, and analyze construction drawings, plans and specifications to ensure compliance with adopted local, state and federal codes, ordinances, policies and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Provide applicant guidance and manage the submittal and resubmittal processes.
- Attend pre-submittal and pre-construction meetings as requested.
- Process plan review comments and plan review actions via Bluebeam or the City's preferred method for electronic plan review.
- Return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.
- Conduct pre-plan review meetings as necessary.
- Review all construction documents and plan sets for all trades within proposed time frames.
- Monitor and report on plan review status.
- Use compliance checklists during plan reviews.
- Provide (at a minimum) the following in the plan review letter:
 - » Cite the applicable construction drawing sheet number(s).
 - » Note code section(s) and provide the code language.
 - » Provide a brief but concise comment explaining the identified issues.
- Return approved plans/associated documentation to the applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication).
- Perform plan reviews within specified time frames.
- Determine and communicate valuation/fee updates to the City.

INSPECTORS

Inspectors will work with other City staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and above all, very knowledgeable of the relevant codes and ordinances. Our Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, all team members will refresh their knowledge of codes and ordinances unique to the City. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

Your SAFEbuilt-provided Inspectors will conduct technical field inspections of residential and commercial structures and equipment installations during the various phase of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. The Inspector will issue written comments if the work is not in accordance with the approved plans or applicable codes. The Inspectors will maintain formal inspection records and process inspection comments and results immediately upon completion—and always within the same business day.

The Inspectors will advise and confer with architects, engineers, City personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. The proposed Inspectors will be available to the City throughout all construction phases. **The proposed Inspectors for the City will:**

- Review all plans submitted before each inspection.
- Provide flexible scheduling with morning or afternoon options and 2-hour inspection windows, and notify homeowners 30 minutes prior to arrival.
- Coordinate inspection requests and adhere to scheduled inspection times.
- Verify approved plans are on site and verify construction has not deviated from approved plans.
- Verify on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- Perform field inspections in accordance with the City's adopted ordinances, codes, and standards, including liquor licenses and fire coordination.
- Provide onsite consultation.
- Use inspection checklists and codebooks.
- Issue stop-work notices as authorized.
- Provide all required inspections and record the results for those inspections.
- Ensure safety and security, record and report any identified issues, and promptly notify staff of any violations.
- Identify code violations per the national and state building codes, and local ordinances and amendments.
- Manage dangerous building abatements.
- Work with contractors to facilitate appropriate remedies for code violations.
- Result inspections and review the reports and comments with the construction contractor on site whenever possible.
- Provide the written inspection results to the City and the client at the conclusion of the inspection.



CODE ENFORCEMENT

Code enforcement violations add up quickly and become very costly if not corrected promptly. Violations can come in many forms, including substandard housing conditions, unsafe buildings, zoning/illegal land use, etc. Our staff are specialists at identifying and correcting code violations to the exact specifications issued by local, state, and federal authorities with authorization to impose a notice of violation. SAFEbuilt has experience working with citizens and businesses to address and resolve code enforcement-related issues successfully.

Our services encompass preparing abatement cases, testifying in public hearings and court proceedings, and providing information on City regulations to property owners, residents, businesses, the public, and other City departments. Our Code Enforcement Officers support the City's code enforcement programs by monitoring and enforcing various codes and ordinances, including building and zoning codes, public nuisances, municipal codes, state health and safety codes, and housing regulations.

The proposed Code Enforcement Officers for the City will:

- Perform inspections for tall grass, trash, weeds, and leaves complaints.
- Patrol and identify code violations, focusing on issues such as overgrown vegetation, trash, debris, and grass/terrace violations.
- Educate citizens and businesses on ordinances and compliance requirements.
- Meet with City staff, builders, contractors, and homeowners to answer questions, provide information, and participate in Department meetings as assigned.
- Monitor, enforce, and follow up on City ordinances and the International Property Maintenance Code.
- Promptly investigate complaints and terrace violations, providing next-day follow-up as needed.
- Contact owners regarding violations and compliance deadlines.
- Document non-compliance with written records, electronic communication, and photographs in the City's BS&A system.
- Prepare, maintain, and present court materials as required; attend court cases as needed.
- Issue citations, violation notices, follow-up letters, and work orders to contractors.
- Oversee property cleanup and invoice owners; submit unpaid bills for collection.
- Manage the cutting and cleanup of City, County, State, and private lots, and facilitate collections for unpaid fees.
- Use code enforcement inspection checklists and codebooks during inspections.
- Observe and report safety/security concerns and potentially hazardous or vacant buildings.
- Oversee appeals process and submit unpaid bills for collection; City retains all code enforcement fees after submittal for collections.
- Supply and require Code Enforcement Officers to wear body cameras during inspections.

RENTAL PROPERTY INSPECTORS



Rental Property Inspectors play a vital role in ensuring that rental housing and properties within a community meet established health, safety, and maintenance standards. Their primary responsibility is to protect the well-being of renters by enforcing local ordinances, codes, and regulations that govern the condition and upkeep of rental properties. Inspectors ensure that both landlords and tenants are adhering to these requirements, fostering safe and sustainable living environments.



Inspectors schedule property visits as part of regular cycles, new occupancy, complaints, or code sweeps. They coordinate appointments and communicate the inspection process with owners or managers. On-site, inspectors assess the property's structure, systems, and safety features, including plumbing, electrical, smoke detectors, and secure access points.



They check for health and safety concerns like mold, pests, water damage, and fire hazards, ensuring facilities and appliances comply with regulations. Findings are documented with photos and detailed reports, specifying violations and needed corrections.

Inspection results and compliance deadlines are shared with property owners and managers. Inspectors may follow up to verify that all issues are resolved before final approval or case closure.

The proposed Rental Property Inspectors for the City will:

- Monitor and enforce City ordinances and the International Property Maintenance Code.
- Inspect and track long and short-term rentals.
- Educate citizens and businesses on ordinance requirements and compliance timelines.
- Conduct and follow up on scheduled rental inspections with tenants and owners.
- Document non-compliance using written records, electronic communication, and photographs.
- Contact property owners regarding violations and compliance deadlines.
- Prepare and maintain reports, issue citations, and handle documentation for court action and invoicing.
- Attend court sessions as required.
- Observe and report unsafe conditions, adhering to safety and security protocols.
- Supply and require Rental Property Inspectors to wear body cameras during inspections.



PERMIT TECHNICIANS

The Permit Technician is likely the first person the City's customers encounter when seeking assistance at City offices. This person represents the City and SAFEbuilt, and must be friendly, thoroughly knowledgeable of the permitting process, and always ready to help citizens and contractors navigate it. The Permit Technician works collaboratively with applicants and has a "can-do" attitude to help resolve issues and minimize applicant anxiety.

The following highlights some of the duties and expectations of the Permit Technicians:

- Working on-site at the City's Building Department counter during business hours.
- Facilitating the permitting process from initial permit intake to final permit issuance.
- Providing customer support and assistance at the permit counter and over the phone.
- Assisting the public in completing permit applications and other necessary forms.
- Helping customers with scheduling inspections and inspection status.
- Providing estimated review and completion timelines during permit intake.
- Coordinating and tracking plan reviews and inspections.
- Answering the public's questions quickly and correctly in person, via phone and email, and answering and providing continued applicant communication.
- Administering contractor registrations.
- Reviewing, processing, and issuing building permits.
- Verifying application accuracy and completeness, and notifying applicants when documents or permits are ready for pick up.
- Using the City's BS&A system to input and process permit applications.
- Distributing and maintaining relevant handouts.
- Maintaining a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans, and other counter-related items.
- Verifying projects have obtained all necessary approvals before issuing permits and that the following have been filed with the City, e.g., valid contractor's license, workers' compensation, and valid business license information.
- Facilitating Freedom of Information Act (FOIA) requests and public information requests.
- Preparing periodic reports—weekly, monthly, quarterly, and annual—for internal and external stakeholders on topics such as budget, permit volume, status, and agency requirements.
- Providing administrative support, including typing, filing, scheduling inspections, and maintaining accurate records.
- Collecting fees, if authorized.

TURNAROUND TIMES FOR INSPECTION AND PLAN REVIEW SERVICES

SAFEbuilt will continue to work with the City to provide inspection staff in a timely manner. **SAFEbuilt offers next-day inspections for any request received by 4:00 PM on the previous business day. All inspections will be performed within 24 hours of request unless otherwise requested by the applicant.** Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. We will, of course, make ourselves available to respond to inspections related to emergencies.

SAFEbuilt proposes the following plan review turnaround times for a contract with the City.

PLAN REVIEW TURNAROUND TIMES		
TYPE OF PROJECT	INITIAL CHECK	RECHECK
Residential	5 working days or less	5 working days or less
Multi-Family	10 working days or less	5 working days or less
Small Commercial (<\$5M in valuation)	10 working days or less	5 working days or less
Large Commercial (>\$5M in valuation)	15 working days or less	10 working days or less
Commercial Alteration	10 working days or less	5 working days or less
All Other Reviews	Same day to 5 days	Same day to 5 days

EMERGENCY BUILDING CODE RESPONSE

SAFEbuilt will continue providing after-hours emergency building code response, with our Building Official and two Inspectors available by mobile phone 24/7 for urgent and same-day needs. Designated staff will be on-call for emergency inspections and disaster situations, prioritizing community support and deploying trained team members for disaster mitigation. All time and materials are tracked, and documentation is provided to help the City secure federal reimbursement. SAFEbuilt does not bill for disaster services until federal funds are received, and will not request more than the reimbursement amount.

A WELL-EQUIPPED TEAM

SAFEbuilt provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late-model vehicles with removable signage, automobile insurance and maintenance, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles
- Laptops with mobile hot spots
- Standard business software and specialized software
- Personal protective equipment
- Tablets and mobile phones (loaded with electronic versions of essential codebooks)
- SAFEbuilt-branded professional clothing and lanyards for carrying the City-issued ID
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life



TRAINING

STAFF TRAINING

SAFEbuilt's leadership has implemented a program that allows employees to access comprehensive training, continuing education, and coaching. The focus on continuing education ensures that staff stays up to date with local, state, and federal codes, regulations, amendments, and the latest best practices, reducing the need for constant reference to code books in the field.



All building services staff receive a minimum of 32 hours of training per calendar year—48 hours per calendar year for every new code adoption year. Our commitment to our employees' well-being, continuing education, and competitive compensation enable us to keep our staff retention at optimum levels.

Our proposed Building Official will ensure that all staff meet Michigan's Building Act 407 CEU requirements and remain fully trained and current on Muskegon-specific codes, ordinances, and amendments.

SAFEBUILT ACADEMY



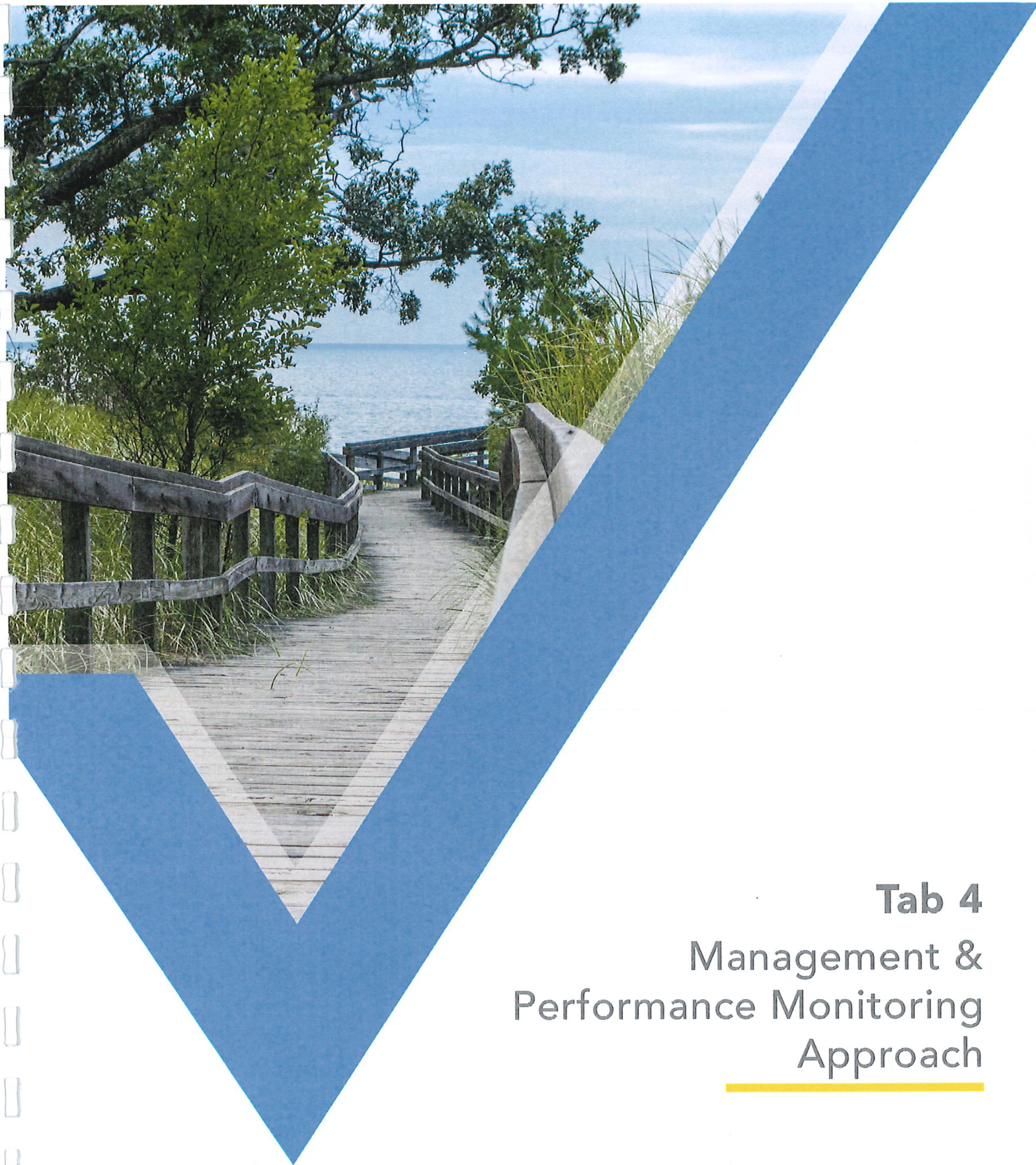
SAFEbuilt is committed to ensuring our people remain at the forefront of occupational skills. We offer a program called SAFEbuilt Academy, which provides online technical training to work with our building services staff's schedules. Our company strongly supports maintaining training certifications and encourages employees to work with their managers to identify and attend the best training opportunities for them.

All courses offered by SAFEbuilt Academy are approved by ICC, and most can provide dual credit through AIA. The 38 courses that SAFEbuilt Academy currently offers include Commercial and Residential Building, Mechanical, Electrical, Plumbing, Fire, Solar Inspector and Plan Review and Permit Technician certification courses, and more.

ICC PREFERRED PROVIDER

SAFEbuilt is recognized as an ICC Preferred Provider (#1104), offering approved continuing education and training related to International Codes. As a part of the International Code Council's (ICC) Preferred Provider Program, SAFEbuilt provides access to high-quality educational opportunities focused on building codes, standards, construction methods, and code enforcement practices. Through this program, SAFEbuilt ensures professionals stay updated with the latest industry requirements and advancements.





Tab 4

Management & Performance Monitoring Approach

MANAGEMENT & PERFORMANCE MONITORING APPROACH

Close coordination and frequent communication are critical to successfully managing fluctuating workloads. SAFEbuilt's long-standing practice of partnering with client staff to handle day-to-day issues is a priority for our team. Through consistent efforts, we can safeguard against miscommunications and minor mishaps.

Our project management approach begins with applying our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework (Figure 2) is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the scope of work.

Our support of the City requires a methodology to operate and maintain all service areas efficiently. The SAFEbuilt team's methodology is structured to streamline our resources and provide responsive services. Successful execution of services begins with a responsive team structure that can anticipate and address resource needs.

Our team efficiently handles multiple tasks simultaneously, supported by an organizational structure that ensures seamless oversight of all processes. The Building Official, with support from our Office Manager and Regional Director of Operations, will oversee the overall project and contract performance, managing day-to-day operations to ensure the timely completion of each work order.

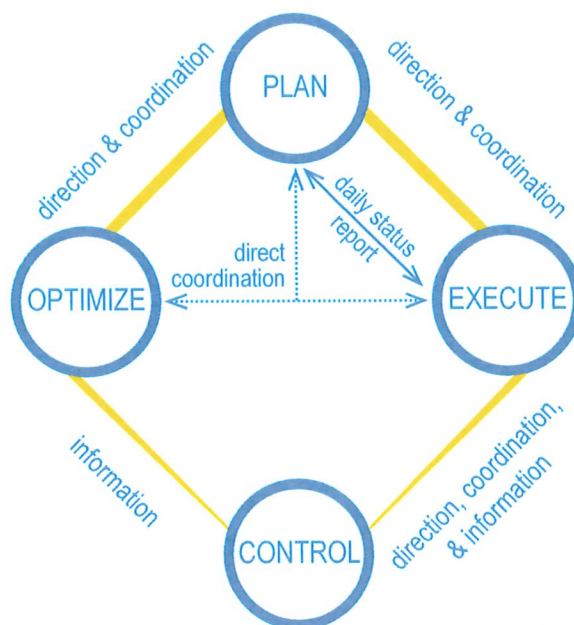


Figure 2. The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

COMMUNICATION & COLLABORATION

We prioritize clear, effective communication to keep all stakeholders informed about contract changes, progress, and challenges. Our team delivers timely updates and carefully scheduled meetings tailored to the City's needs, minimizing disruptions to City operations. From contract initiation through daily operations, we provide consistent updates and reports, outlining service expectations and progress. Our commitment to collaboration and open communication will continue throughout the next contract.

PERFORMANCE MONITORING

SAFEbuilt uses on a variety of performance metrics to evaluate the effectiveness of our systems and the efficiency of our staff. Our quantitative measures include:

CATEGORY	PERFORMANCE MEASUREMENT	GOAL	COMMENTS
Overall Department	Customer Service Ratings	100% Satisfaction	SAFEbuilt uses customer service surveys to determine if the department activity is satisfactory for the end user and to identify areas of strengths and areas that need improvement.
Administrative Support	Percentage of walk-ins experiencing counter wait times of less than 10 minutes.	100%	A front counter log is reviewed each month to ensure that any customer requests or issues are handled quickly and effectively, so as not to be an inconvenience. The data is compiled into a report.

CATEGORY	PERFORMANCE MEASUREMENT	GOAL	COMMENTS
Administrative Support	Percentage of phone inquiries/information requests/complaints handled within 24 hours.	100%	Inquiries and complaints from walk-in traffic, emails, and phone calls are tracked and compiled into a report.
Plan Review	Residential (IRC) Plan Reviews: Maximum time to first comments is 5 business days.	100%	The City's BS&A software captures this information. The 5 business day timeframe is a maximum time to receipt of comments. All plans are reviewed on an "as soon as possible" basis. The estimated time to completion is communicated to the applicant.
Plan Review	Multi-family Plan Reviews: Maximum time to first comments is 10 business days. Maximum time to second comments is 5 business days.	100%	The City's BS&A software captures this information. The 10 and 5 business day timeframe is a maximum time to receipt of comments. All plans are reviewed on an "as soon as possible" basis. The estimated time to completion is communicated to the applicant.
Plan Review	Small Commercial (<\$5M in valuation) Plan Reviews: Maximum time to first comments is 10 business days. Maximum time to second comments is 5 business days.	100%	The City's BS&A software captures this information. The 10 and 5 business day timeframe is a maximum time to receipt of comments. All plans are reviewed on an "as soon as possible" basis. The estimated time to completion is communicated to the applicant.
Plan Review	Large Commercial (>\$5M in valuation) Plan Reviews: Maximum time to first comments is 15 business days. Maximum time to second comments is 10 business days.	100%	The City's BS&A software captures this information. The 15 and 10 business day timeframe is a maximum time to receipt of comments. All plans are reviewed on an "as soon as possible" basis. The estimated time to completion is communicated to the applicant.
Building & Trade Inspections	All inspections are performed within 24 hours of request unless otherwise requested by the applicant.	100%	The City's BS&A software captures this information. The maximum time to complete a scheduled inspection is 24 hours. This does not include non-business days or City holidays.

REPORTING

Each month, our Account Manager—along with the Building Official, Office Manager, and Regional Director of Operations—submits detailed activity and compliance reports to the Director of Public Safety. We also deliver key data updates to the City Manager and Chief of Police on plan review, inspections, code enforcement, and rental activities. By tracking this data against performance benchmarks, we ensure the team remains accountable and maintains progress toward workload goals.

The following is a snapshot of recent reporting metrics SAFEbuilt submitted to the City of Muskegon.

PERFORMANCE SNAPSHOT

August 2024	August 2025	Δ Delta/Change
375 Permits Issued	549 Permits Issued	↑ 38% Increase from Previous Year
78 Plan Reviews Completed	84 Plan Reviews Completed	↑ 7.4% Increase from Previous Year
616 Inspections Completed	717 Inspections Completed	↑ 15% Increase from Previous Year
393 Rental Inspections Completed	230 Rental Inspections Completed	↓ 52% Decrease from Previous Year

QUALITY CONTROL & ASSURANCE

SAFEbuilt's success relies on delivering high-quality, detail-oriented services. Our Quality Control (QC) approach is proactive, ensuring oversight throughout the project, not just in the final review. Guided by Total Quality Management principles, each project has a customized QC plan detailing responsibilities, procedures, and standards. This ensures independent checks, data verification, compliance, and coordination of project documents.

At a minimum, SAFEbuilt's QC plan includes the following elements to uphold accuracy and timeliness:

- Clear understanding of the project scope.
- Verification of data accuracy and adherence to field procedures.
- Implementation of checks and balances throughout the process.
- Guidance for staff to ensure compliance with QC procedures.
- Confirmation of updated standards and methodologies.
- Integrated reviews at all levels of work.
- Field observations, documentation, guidelines, plans, and goals through internal monitoring and production.

To ensure we consistently deliver and maintain exceptional services for our customers, our Regional Operations Director performs random quality evaluations of our staff throughout the year. These activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, inspection reports, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Regional Operations Director conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews and ride-along with inspectors.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- SAFEbuilt's Account Manager and Regional Operations Director conduct periodic check-ins and quarterly business reviews with clients for feedback on satisfaction with work performed and services provided.
- SAFEbuilt's Account Manager sends periodic customer satisfaction surveys for feedback on work performed and services provided.
 - » SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

In addition to the routing and tracking systems used for plan review and inspections, staff receive regular training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

CUSTOMER SERVICE

Customer service is our top priority—we take the right steps to ensure your community is always satisfied with our performance. We treat all our internal and external clients with the same level of respect, fostering impartiality and mutually beneficial relationships among departments, stakeholders, and citizens alike. Additionally, our rigorous quality control and quality assurance approach (see “Quality Control and Assurance” on page 49) ensures consistent success for every project.

“The team goes above and beyond their normal job.”

— John Szymanski, Finance Director,
City of Harper Woods, MI

Our core values guide our approach to working relationships, customer service, and our philosophy of providing services. Our team stands out from others by remaining dedicated to a client-centered approach based on our core values, outlined in Figure 3 below.



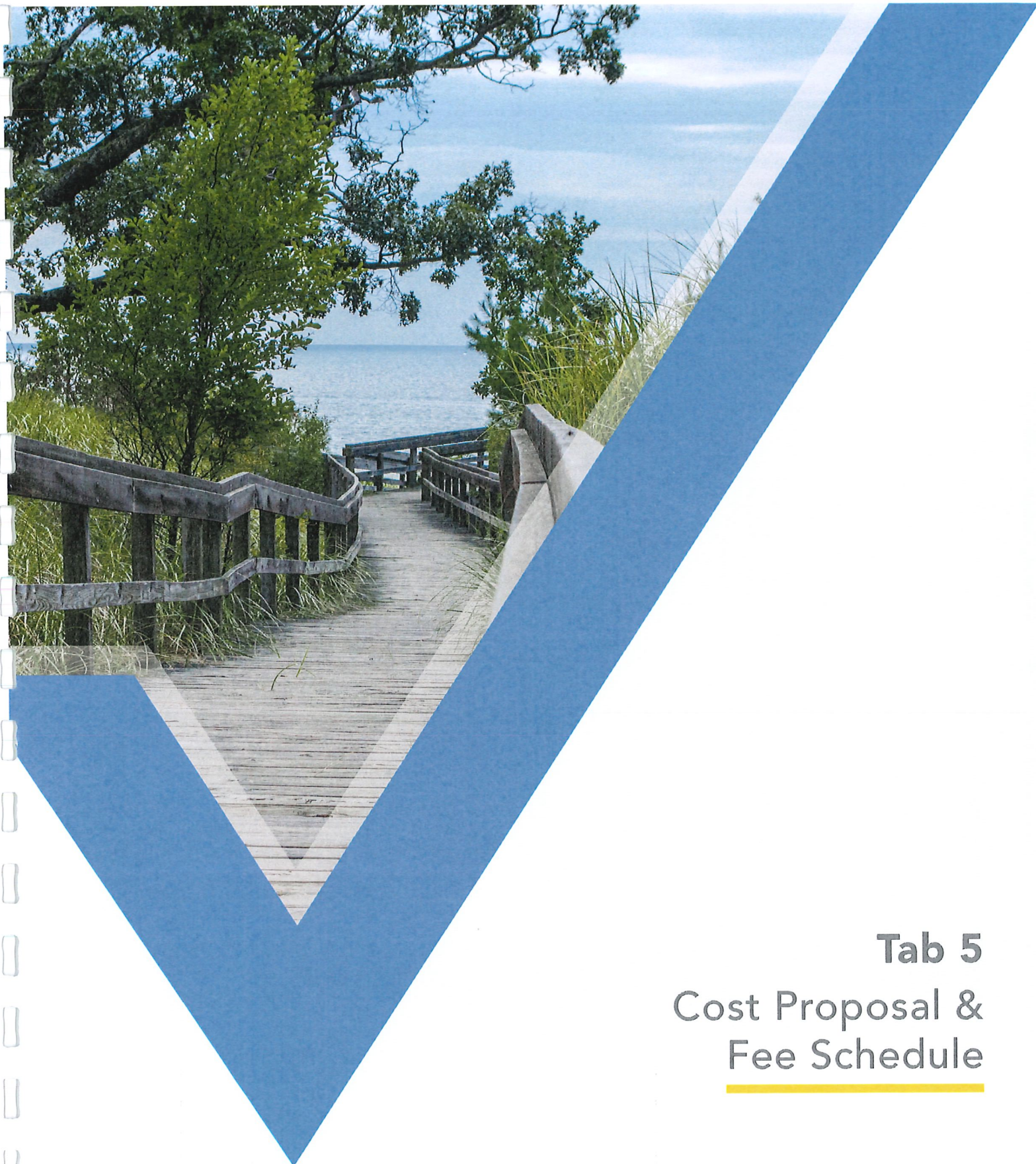
Figure 3. SAFEbuilt's Core Values of Service, Integrity, Improvement, Teamwork & Respect

Our staff's expertise, ongoing training, and commitment to customer satisfaction ensure consistently high levels of contract performance, professionalism, and responsiveness.

SAFEbuilt emphasizes superior, out-of-the-box customer service—our team brings a positive, collaborative approach, working as part of the project team, meeting with clients and applicants, and prioritizing efficient plan review and successful project outcomes for applicants, contractors, and designers.

Our proactive Building Official immediately addresses complaints, ensuring each is promptly captured, tracked, and resolved. As a result, customer complaints have steadily declined month over month.

Our building department professionals are accessible through multiple channels—in-person, phone, email, or virtual meetings—to address questions and support applicants throughout the permitting process. We resolve code-related issues collaboratively and provide complete, coordinated documentation upon completion of inspections and plan reviews.



Tab 5

Cost Proposal & Fee Schedule

COST PROPOSAL & FEE SCHEDULE

SAFEbuilt does not use a standardized company-wide fee schedule. Most of our fees are calculated as an appropriate percentage of the jurisdiction's adopted fee schedule for the services provided. We propose services at the rates in the provided Fee Schedule below, which are all-inclusive, with no separate billing for:

- Wages/Benefits
- Mileage/Vehicle Expense
- Materials
- Disbursement (copying, telephone rates, courier services)

FEE SCHEDULE

1. Building Department Related Fees - 80% of all adopted building department fees, except the following:
 - » Rental property and associated fees
 - » Certificate of Occupancy Fees

A project is defined on the basis of an individual parcel ID number. Permit fees for work performed on each parcel shall be aggregated over the life of the project and the aggregated amount used to determine the fee split, below.

- » For projects over \$100,000,000 up to \$199,000,000 in valuation SAFEbuilt will reduce the percentage of fee split from 80% of fees to 75% of fees associated with the project
- » For projects over \$200,000,000 up to \$299,000,000 in valuation SAFEbuilt will reduce the percentage of fee split from 75% of fees to 70% of fees associated with the project
- » For projects over \$300,000,000 up to \$399,000,000 in valuation SAFEbuilt will reduce the percentage of fee split from 70% of fees to 65% of fees associated with the project
- » For projects over \$400,000,000 up to \$499,000,000 in valuation SAFEbuilt will reduce the percentage of fee split from 65% of fees to 60% of fees associated with the project
- » For projects over \$500,000,000 in valuation SAFEbuilt will reduce the percentage of fee split from 60% of fees to 50% of fees associated with the project
 - For the avoidance of doubt, this impacts only the percentage of the permit fee split. Hourly rates for additional/other services, including those for the Rental Program, the Dangerous Building Program and for code enforcement remain unchanged and will be charged in addition to the percentage of the permit fee.

2. Liquor License Inspection & Re-Inspection Fees - 80% of fee
3. Hourly Rate Fee - \$70.00
4. Postage Fee - \$10,000 maximum annual allowance

5. Dangerous Building Fees

SAFEbuilt will attempt to issue and collect on all tickets and demolition fees from the property owner(s) as follows:

- » When the City pays for a demolition a 20% Administrative Fee shall be applied to the demolition costs charged to the property owner(s) - Administrative Fee shall be returned to the City after recovery
- » SAFEbuilt shall keep 30% of any demolition cost recovered prior to sending items to collections excluding the Administrative Fee
- » City and SAFEbuilt will share the net after collections 50/50 unless otherwise provided
- » Title Search fees shall be paid by the City - if required
- » City shall be responsible for collecting any escrow funds

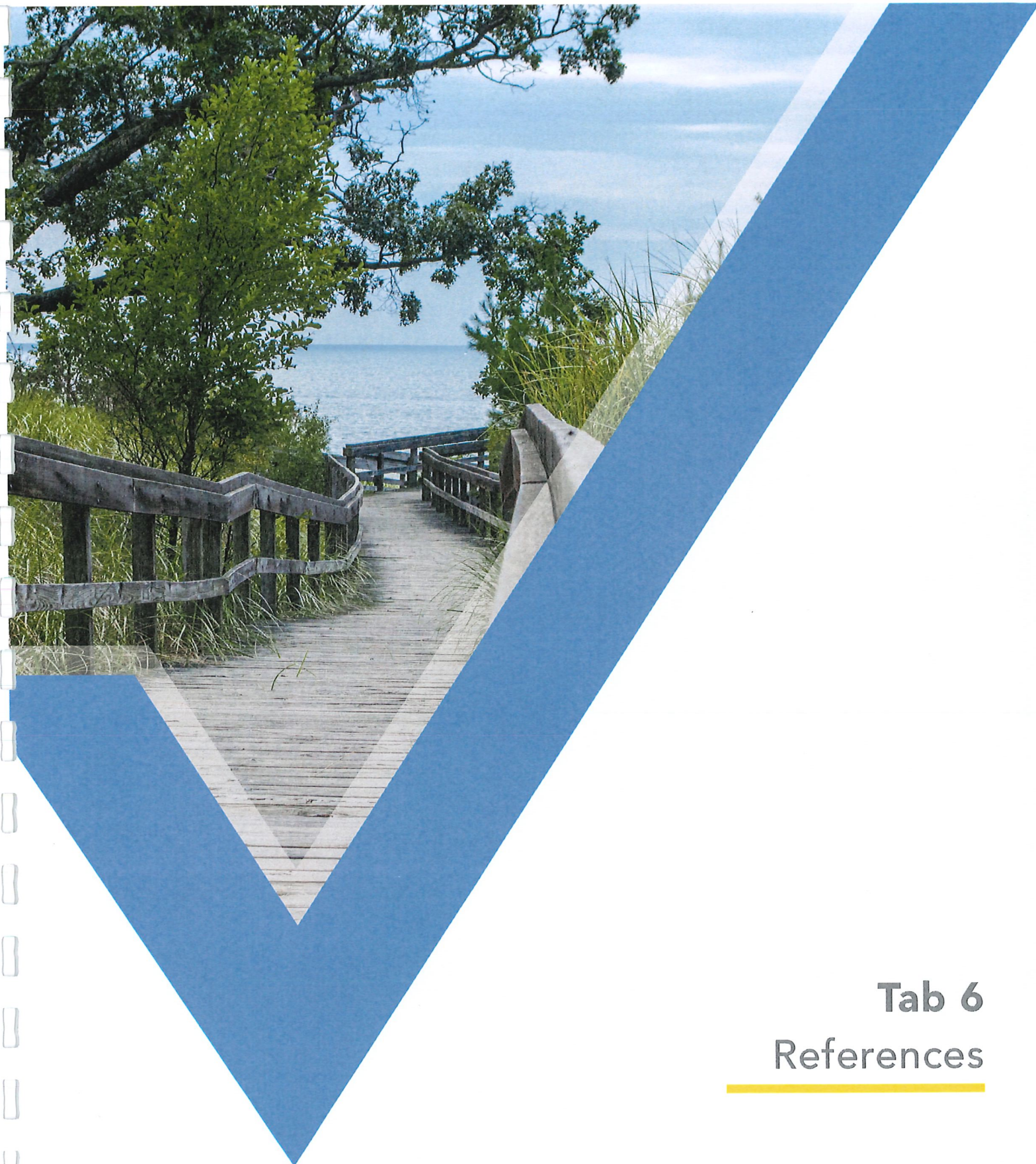
6. Rental Program Fee Schedule - City shall pay SAFEbuilt \$27,318.18 per month for the administration of the Rental Program.

- » A 3% inflator will be implemented every January 1st
- » A rate-opener will be held to determine the rate every January 1st
- » Rental Program Revenue Sharing shall be a 50/50 split for all revenue in excess of \$300,000 annually, City shall keep first \$300,000 in revenue

7. Code Enforcement Program Fee Schedule - City shall pay SAFEbuilt \$14,369.37 per month for the administration of the code enforcement program.

- » A 3% inflator will be implemented every January 1st
- » A rate-opener will be held to determine the rate for years every January 1st
- » Manage cutting and cleanup of City, County or State owned parcels for a \$10 fee per work order
- » Code Administrative Fees for private lot cleanup that are paid without being submitted to collections will be retained by SAFEbuilt; fees that are submitted for collection will become part of the collections for the City

8. Municipal Civil Infractions (MCI) Fee - SAFEbuilt and the City shall receive a 50/50 split of recovered fees (after going to collection)



Tab 6

References

REFERENCES

SAFEbuilt is pleased to provide references from our municipal clients in Michigan who can speak to the quality of our work and our experience delivering services similar to those requested by the City of Muskegon.



City of Albion

Client Since 2010

**BMEP Inspections | Plan Review | Building Official |
Code Enforcement**

Doug Terry, Interim City Manager

112 West Cass Street, Albion, MI 49224

dterry@cityofalbionmi.gov | 517.629.5535



City of Three Rivers

Client Since 2010

**Building Official | BMEP Inspections | Code Enforcement |
Plan Review | Rental Inspections**

Leslie Wilson, City Clerk

333 West Michigan Avenue, Three Rivers, MI 49093

leslie@threeriversmi.org | 269.273.1075



City of Wixom

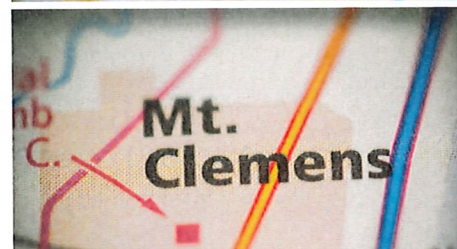
Client Since 2013

**Building Official | Plan Review | Inspections | Fire Plan Review |
Code Enforcement | Rental Inspections | Permit Technician**

Drew Benson, Asst. City Manager & Economic Development Director

49045 Pontiac Trail, Wixom, MI 48393

dbenson@wixomgov.org | 248.624.3280



City of Mount Clemens

Client Since 2015

Building Official | BMEP Inspections | Plan Review

Brian Tingley, Community Development Director

One Crocker Boulevard, Mount Clemens, MI 48043

btingley@mountclemens.gov | 586.469.6818

"I want to reach out and let you know how awesome your staff at SAFEbuilt has been to work with, especially on the Boys and Girls Club project that was recently completed. I am sure you are aware this project took an awful turn when an arsonist broke into the building and set fire only weeks before the original scheduled grand opening. It left the contractors in scramble mode, we had to abate the entire building and completely start over. The leadership and communication of your inspection department to help us get this project back on task saved months off the back end of the rebuild. [The] team's willingness to work with MQB on inspections as areas became available for occupancy was a huge benefit to the owner to move back into sections of their building and get out of the temporary facilities where they were housing their operations.

I feel it very important to let you know how wonderful SAFEbuilt staff have been to work with."

— Thomas A. Grimm, President of Muskegon Quality Builders, Inc.



CITY OF ALBION

♦ 112 West Cass Street ♦ Albion, MI 49224

10/22/2025

To Whom It May Concern:

The City of Albion is pleased to provide this letter of recommendation for SAFEbuilt Michigan, LLC. The City of Albion has maintained a successful partnership with SAFEbuilt since 2010. Throughout this time, the company has consistently demonstrated the highest standards of professionalism, technical competence, and a comprehensive understanding of municipal operations.

SAFEbuilt provides the City with a full range of services, including building and trades inspections, plan review, building official and permit technician support, and code enforcement. Their staff members possess exceptional expertise and exhibit a strong commitment to accuracy, responsiveness, and regulatory compliance. The firm's ability to manage complex projects efficiently—while maintaining open communication and collaboration with City personnel—has been instrumental in supporting the City's development and permitting operations.

Over the course of our long-standing partnership, SAFEbuilt has proven to be a trusted and dependable extension of the City's development services. They consistently deliver timely, high-quality service and approach each project, regardless of scope or size, with diligence and professionalism.

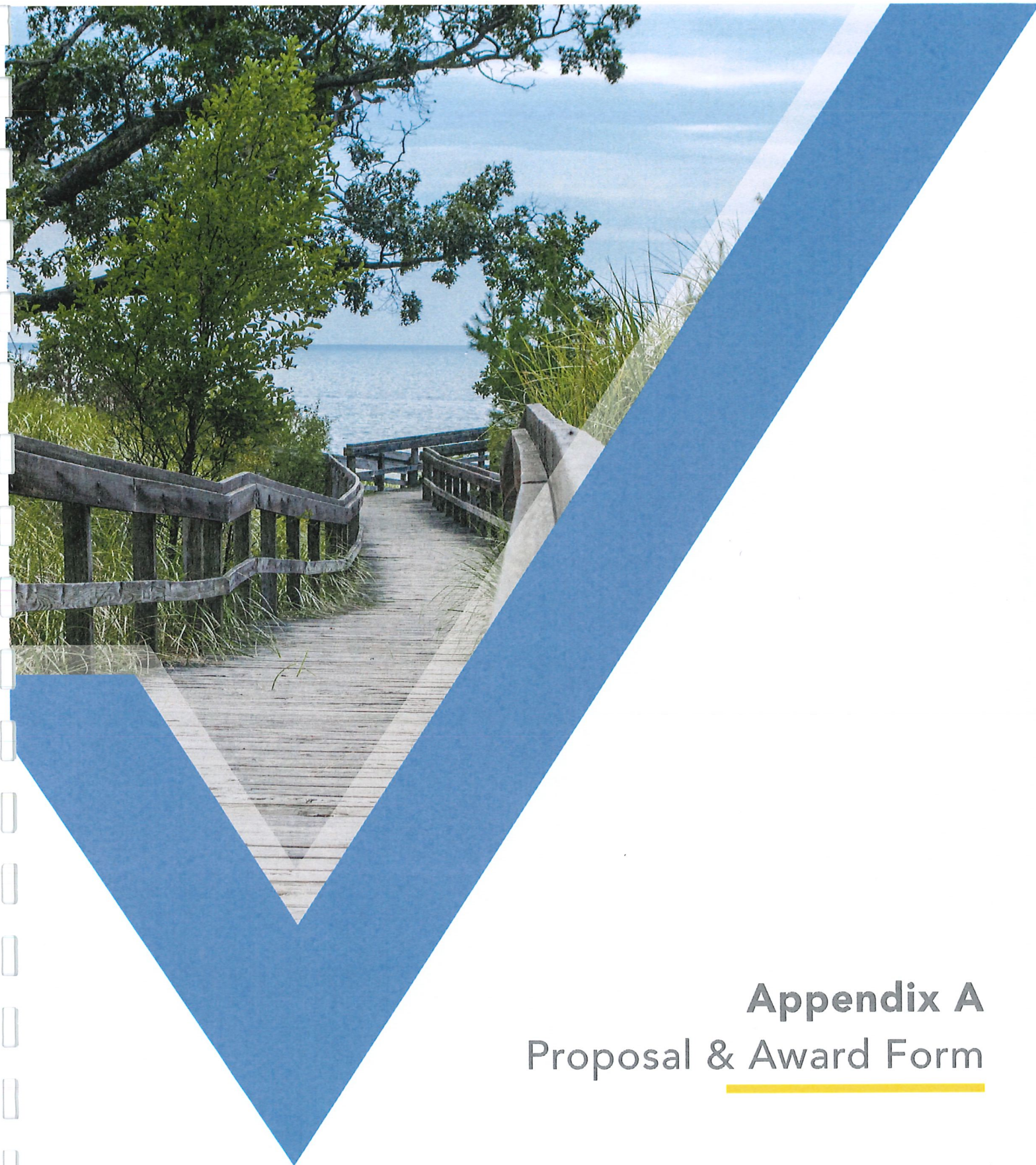
The City of Albion confidently recommends SAFEbuilt Michigan, LLC to any municipality seeking a knowledgeable partner for building and code enforcement services. Their extensive experience, professionalism, and dedication make them a valuable asset to any community.

Sincerely,

Doug Terry

Interim City Manager

City of Albion



Appendix A

Proposal & Award Form

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 (hereinafter "the City" or "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 Chief Executive Officer

Print Name Chris Giordano Date October 24, 2025

Firm Name SAFEbuilt Michigan, LLC

Address 444 North Cleveland Avenue

Loveland, CO 80537

Telephone No. 954.266.6475

E-Mail cgiordano@safebuilt.com

Fax No. 954.921.8807



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Amendment to Froebel Purchase Agreement						
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development						
Brief Summary: Samaritas is requesting an extension on closing on the former Froebel School building for the Froebel Place Apartments project. They are also requesting to split the lot and have the city retain the large vacant area on Jackson.							
Detailed Summary & Background: With the changes to the scoring system for LIHTC that has been codified this year by the Michigan Statewide Housing Development Authority, there are 3-5 additional points available for a project in the event the parcel has been subject to a Request for Proposals to seek redevelopment by the community in the preceding 24 months. In the event that Samaritas closed on the whole property now, that would not be the case and would make any future application for a new construction phase at Froebel non-competitive. Therefore, staff and Samaritas have prepared the attached addendum to the original purchase agreement which provides an updated legal description reflecting the lot split, and also extends the closing deadline to better align with the State Land Bank Blight Elimination Grant requirements.							
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: NA	Budgeted Item:						
Fund(s) or Account(s): NA	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: Motion to approve the addendum as presented, and to authorize the City Manager to sign.							
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>☒</td></tr></table>	Immediate Division Head	☒	Name the Policy/Ordinance Followed:				
Immediate Division Head	☒						

Information Technology			
Other Division Heads			
Communication			
Legal Review			

Office of: NAI Wisinski of West Michigan, REALTOR®
Grand Rapids Michigan, Phone: 616-250-8151 FAX: 616-776-0101
 Email: jackg@naiwwm.com Date: _____, Time: _____

1. Addendum to Agreement dated 8/14/2023 covering property commonly known as:

417 JACKSON AVE, MUSKEGON, MI 49442

Permanent Parcel Number 61-24-205-024-0001-00

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

THE "LAND" SHALL BE AMMENDEED AND REDUCED TO THE FOLLOWING LEGAL DESCRIPTION:

All that part of Blocks 25, 26 and 27 of the CITY OF MUSKEGON REVISED PLAT OF 1903 described as: BEGINNING at the Northwest corner of Block 26, said point being the intersection of the South right of way line of Jackson Avenue (66 feet wide) and the East right of way line of Wood Street (66 feet wide); thence South 87°51'42" East 369.73 feet along the north line of said Blocks 26 and 25 and South right of way line of Jackson Avenue; thence South 02°05'21" West 346.12 feet; thence North 87°49'19" West 213.60 feet parallel with the northerly right of way of Sumner Avenue (66 feet wide); thence South 02°05'21" West 182.05 feet to a point on the North right of way line of said Sumner Avenue; thence North 87°49'19" West 156.13 feet along said line to its intersection with the East right of way line of Wood Street; thence North 02°05'21" East 527.92 feet along said line and the West line of Blocks 27 and 26 to the place of beginning.

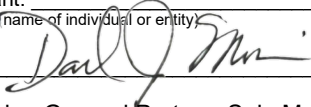
Containing 156,347 Square feet (3.59 acres), more or less. Subject to any and all easements of record.

The Financing Contingency Period shall extend the buyer's obligation purchase contingent upon obtaining financing to "December 31, 2026" The Closing Date shall be extended to "December 31, 2026"

The Agreement, as amended by the above, constitutes the entire agreement between the parties relative to the subject matter of the Agreement. If there is a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control. Except as expressly amended by this Addendum, all terms and conditions of the Agreement remain in full force and effect.

3. By signing below, Buyer/Tenant acknowledges having read and received a copy of this agreement.

Buyer/Tenant: Samaritas Affordable Living Froebel LDHA LP
(print name of individual or entity)

Signature: 

Its: Managing General Partner, Sole Member, CEO
(if Buyer is an entity)

Buyer/Tenant Address: 8131 East Jefferson Avenue
Detroit, MI 48214

Buyer/Tenant: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Bus. Phone: _____ Fax: _____

Email: _____

4. By signing below, Seller/Landlord acknowledges having read and received a copy of this agreement.

Seller/Landlord: CITY OF MUSKEGON
(print name of individual or entity)

Signature: _____

Its: CITY MANAGER
(if Seller is an entity)

Seller/Landlord Address: 933 TERRACE STREET
MUSKEGON, MI, 49440

Seller/Landlord: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Bus. Phone: _____ Fax: _____

Email: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: OpenGov Asset Management (Cartegraph) for the Highway Department
Submitted by: Joe Buthker, DPW Superintendent, Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff requests approval to enter into a contract modification with OpenGov for Asset Management and Work Order Software in the total amount of \$173,477.74 over a three-year contract.	
Detailed Summary & Background: Cartegraph, a division of OpenGov (a government software services company), is an asset management software designed for public works. It tracks asset condition and maintenance practices and uses department priorities and AI to recommend new maintenance tasks, replacement schedules and other valuable information. It also has the important benefit of including a work order management system that will allow for electronic work order management, improving efficiency at DPW, providing better tools for supervision of labor, equipment and materials, and increasing the data available for reporting and decisions. In November of 2023, the City's Water & Sewer Department began the transition to Cartegraph, and as of about six months ago (after delays due to the BS&A cloud conversion), is fully utilizing the software for their daily operations. During that time the Water Filtration Plant also implemented Cartegraph, and the Equipment department is also working to prepare the system for their needs. As the SeeClickFix citizen reporting tool came online, we integrated it with Cartegraph to allow citizen requests to flow directly into work tasks in the Cartegraph system. These experiences have been positive. The workflows, asset management capabilities, reporting and financial tracking are helping DPW's operations move into the modern era. When fully realized and implemented, the software will allow the department to do more with less, track material and equipment costs much more accurately, and more clearly and easily report how dollars are being spent. To continue this transition, staff looked at how various departments work together and determined that the Highway Department (in charge of the City's streets and drainage as their main tasks) would be the best area to next bring on to the software. In order to have the tools needed for Highway to use the software, additional "modules" are needed. This includes the Transportation, Stormwater and Walkability (sidewalks and forestry) domains. The first year of this contract modification is higher than the annual costs to allow Cartegraph staff to help DPW implement the software and develop customizations that will assist our operations. Attachments include the fees by year and the scope of work document which defines the implementation services. This will be a modification to our existing contract with OpenGov to provide Cartegraph to our other departments. The Streets funds (202 and 203) will be paying these costs. While the implementation schedule was not known at the time of budgeting, these costs are well within the capability of the funds and a budget amendment will be prepared for an upcoming reforecast.	

Additional device costs are necessary to make the system function, including approximately \$20,000 for in-vehicle computer systems in the highway department trucks. These additional costs will be made following the purchasing policy and will be brought to the Commission, if applicable, in the future.

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:

FY25-26: \$95,743.19 (includes implementation)

FY26-27: \$37,919.29

FY27-28: \$39,815.26

Budgeted Item:

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

Fund(s) or Account(s):

202 & 203 (Streets Funds)

Budget Amendment Needed:

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

Recommended Motion:

Move to approve staff to enter into a contract modification with OpenGov for Asset Management and Work Order Software in the total amount of \$173,477.74 over a three-year contract.

Approvals:

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

Name the Policy/Ordinance Followed:



Statement of Work

City of Muskegon, MI

Creation Date: 11/17/2025
SoW Expiration Date: 12/31/2025
Document Number: PS-10483.1
Created by: Brittany Worthy

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Muskegon, MI ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management (EAM)

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments

will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to two onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed \$4800. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is [8] months. The specific timeline, including order of delivery of the suite(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

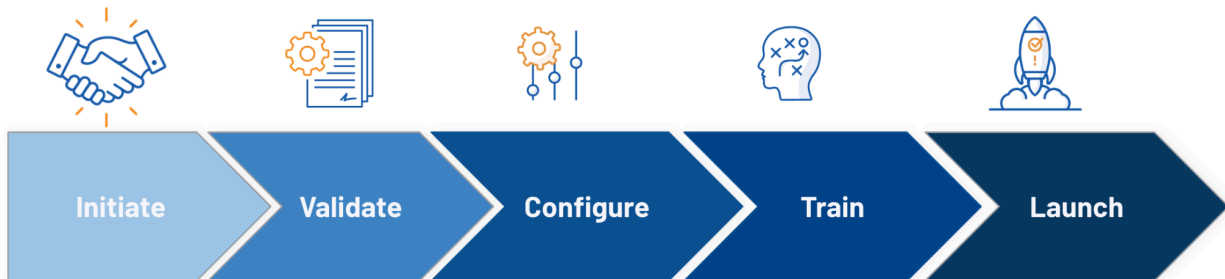
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Walkability
- Stormwater

Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist
- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, Esri authentication, and single sign on identity provider (if applicable).

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twelve (12) hours, validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.

Completion Criteria:

- Completion of validation workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

- Provide service for Customer historical data listed below:
 - Roadsoft data related to: assets, work history, total cost history, up to 250k records, up to 15 asset types.
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
 - Maximum historical record count:
 - Requests : 150,000
 - Tasks: 1,000,000
 - Overall Asset count: 2,000,000
 - Exclusions:
 - Child records and associated child-level attributes, condition inspection history, request history, attachments, and resources.

- Provide service for Customer historical data listed below:
 - TreeKeeper data related to: assets, work history, total cost history, up to 250k records, up to 15 asset types.
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
 - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map

- o All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
- o Maximum historical record count:
 - Requests : 150,000
 - Tasks: 1,000,000
 - Overall Asset count: 2,000,000
- o Exclusions:
 - Child records and associated child-level attributes, condition inspection history, request history, attachments, and resources.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - o Walkability (7)
 - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
 - o Stormwater (9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps

- o Grids
- o System Navigation
- o Views (List & Detail)
- o Standard Reports
- o Attachments
- o Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to Work Order
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management

- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
 - o OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
 - Preventative Maintenance
 - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) sessions. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Material Planning
 - Status Default
 - Workflow Setup
 - Notifications
 - OpenGov recommended best practices for advanced material management and Material Planning.
- Provide SeeClickFix Request remote train-the-trainer training, up to three (3) sessions. Training topics include:
 - Integrated Request workflow
 - Configuring or enabling of OpenGov Request Issues
- Provide Integration Toolkit remote train-the-trainer, up to two (2) sessions. Training topics include:
 - API
 - Webhooks
 - Scheduled Import/Export
 - OpenGov recommended best practices for utilizing the Integration Toolkit

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide a two-day (2-day) onsite, The agenda will be defined, and agreed upon, by both Customer and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work
 - o Software and process support for staff during production roll out
 - o Field, Layout, and Report configuration guidance, if applicable

Completion Criteria:

- Go Live Support has been conducted.



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-12546
Created On: 11/18/2025
Order Form Expiration: 11/28/2025
Subscription Start Date: 01/27/2026
Subscription End Date: 11/26/2028

Prepared By: Samantha Grabovac
Email: sgrabovac@opengov.com
Contract Term: 34 Months

Customer Information:

Customer:	City of Muskegon, MI	Contact Name:	Dan VanderHeide
Bill To/Ship To:	PO Box 536 207 Muskegon, Michigan 49440 United States	Email:	dan.vanderheide@shorelinecity.com
		Phone:	231-724-6705

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Stormwater Domain	01/27/2026	11/26/2026	\$9,937.20
Transportation Domain	01/27/2026	11/26/2026	\$10,645.59
Walkability Domain	01/27/2026	11/26/2026	\$9,511.88
Stormwater Domain	11/27/2026	11/26/2027	\$12,520.87
Transportation Domain	11/27/2026	11/26/2027	\$13,413.45
Walkability Domain	11/27/2026	11/26/2027	\$11,984.97
Stormwater Domain	11/27/2027	11/26/2028	\$13,146.92

Transportation Domain	11/27/2027	11/26/2028	\$14,084.12
Walkability Domain	11/27/2027	11/26/2028	\$12,584.22

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	01/27/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$65,648.52

Professional Services Total: \$65,648.52
Travel and Expense (Billed as incurred and not to exceed): \$4,800.00

Customer Billing/Service Periods:

Period:	Total:
01/27/2026	\$95,743.19
11/27/2026	\$37,919.29
11/27/2027	\$39,815.26

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

City of Muskegon, MI:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: School Resource Officer Contract															
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety															
Brief Summary: Approve annual School Resource Officer (SRO) contract with Muskegon High and Muskegon Middle School																
Detailed Summary & Background: Muskegon Middle School is to pay the City of Muskegon \$60,437.00 per year for one officer. Muskegon High School is to pay the City of Muskegon \$32,049.55 per year for one officer.																
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"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒									
Yes		No		N/A	☒											
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒									
Yes		No		N/A	☒											
Recommended Motion: Please approve both contracts																
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			Name the Policy/Ordinance Followed:
Immediate Division Head	☒															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

SCHOOL RESOURCE OFFICER & MUSKEGON PUBLIC SCHOOLS (MMS)

(Commission Action No.)

AGREEMENT 2025-2026

This Agreement is effective **August 1, 2025** through **June 30, 2026**, between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Muskegon Public Schools, of 1458 Fifth St., Muskegon, Michigan, 49441 ("MPS"), with reference to the following facts:

Background

A. City and MPS have determined that it is in each of their best interests to provide police services at the Muskegon Middle School ("MMS"). The purpose of this agreement is to establish the City's placement of a School Resource Officer (SRO) in the district through the support of the 2023 School Resource Officer Grant Program

B. City has agreed to provide a School Resource Officer to be on patrol at MMS. The position is to be filled by a Michigan Commission on Law Enforcement Standards (MCOLES) certified law enforcement officer. At all times the officer assigned to work at MMS shall be a City Police Officer and, as such an employee of the City. Duties will be decided between mutual parties. It is agreed that a component of the role is to help establish a positive, safe learning environment at MMS and develop positive relationships with the student body. SROs are not be responsible for requests to resolve routine discipline problems involving students.

C. MPS has agreed to pay the City a flat rate according to nine (9) months of service. The community officer will report to the Muskegon Middle School Principal.

It is therefore agreed:

1. **School Resource Officer.** City shall provide a police officer to be on patrol at MMS during the published academic calendar year, commencing **August 25, 2025** (which shall not include any published vacation days or summer school sessions. i.e. Christmas break, mid-winter break, Thanksgiving break, Professional Development days, Good Friday, or Memorial Day). The officer shall be present at MMS during hours which are mutually agreeable between the City and MPS.

2. **Payment.** MPS shall pay **\$6,043.70** on the first of **EACH MONTH**, as invoiced, commencing **September 1, 2025** through **June 1, 2026**. Total payment will not exceed **\$60,437.00** (based on 5 year officer). The invoice should specify the breakdown of Salary, Benefits and SRO-specific training, not to exceed 50% of the actual costs.

3. **Term: Termination.** The term of this Agreement shall be for one year from

August 1, 2025 through **June 30, 2026**, and may be renewed annually by mutual agreement. This Agreement may be terminated before the end of its term by subsequent written agreement, which shall be signed by both parties.

4. **Venue.** The parties agree that for purposes of any dispute in connection with this agreement, the Muskegon County Court shall have exclusive jurisdiction and venue.

Muskegon Public Schools

By: _____

Name: Matthew Cortez

Title: Superintendent of Schools

Date: _____

City of Muskegon

By: _____

Name: Kenneth Johnson

Title: Mayor

Date: _____

COMMUNITY OFFICER (SRO) & MUSKEGON PUBLIC SCHOOLS

(Commission Action No.)

AGREEMENT **2025-2026**

This Agreement is effective **August 1, 2025** through **June 30, 2026**, between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Muskegon Public Schools, of 1458 Fifth St., Muskegon, Michigan, 49441 ("MPS"), with reference to the following facts:

Background

A. City and MPS have determined that it is in each of their best interests to continue police services at the Muskegon High School ("MHS"). The purpose of this agreement is to establish the City's placement of a School Resource Officer (SRO) in the district.

B. City has agreed to provide a police officer to be on patrol at MHS. The position is to be filled by a Michigan Commission on Law Enforcement Standards (MCOLES) certified law enforcement officer. At all times the officer assigned to work at MHS shall be a City police officer and, as such an employee of the City. Duties will be decided between mutual parties. It is agreed that a component of the role is to help establish a positive, safe learning environment at MHS and develop positive relationships with the student body. SROs are not be responsible for requests to resolve routine discipline problems involving students.

C. MPS has agreed to pay the City a flat rate of 25% of the officer's total wage and benefit compensation. The Community Officer/SRO will report to the MHS School principal.

It is therefore agreed:

1. **Community/School Resource Officer.** City shall provide a police officer to be on patrol at MHS during the published academic calendar year, commencing **August 25, 2024** (which shall not include any published vacation days or summer school sessions. i.e. Christmas break, mid-winter break, Thanksgiving break, Professional Development days, Good Friday, or Memorial Day). The officer shall be present at MHS during hours which are mutually agreeable between the City and MPS.

2. **Payment.** MPS shall pay **\$3,204.96** on the first of **EACH MONTH**, as invoiced, commencing **September 1, 2025** through **June 1, 2026**. Total payment will not exceed **\$32,049.55**. The invoice should specify the breakdown of Salary and Fringe Benefits, not to exceed 25% of the actual costs.

3. **Term: Termination.** The term of this Agreement shall be for one year from **August 1, 2025** through **June 30, 2026**, and may be renewed annually by mutual agreement. This Agreement may be terminated before the end of its term by subsequent written agreement, which shall be signed by both parties.

4. **Venue.** The parties agree that for purposes of any dispute in connection with this agreement, the Muskegon County Court shall have exclusive jurisdiction and venue.

Muskegon Public Schools

By: _____

Name: Matthew Cortez

Title: Superintendent of Schools

Date: _____

City of Muskegon

By: _____

Name: Kenneth Johnson

Title: Mayor

Date: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Concurrence with the Housing Board of Appeals Notice and Order to Demolish 1763 McIlwraith St, 1853 Sanford St, 275 Dratz St.												
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety												
Brief Summary: The Housing Board of Appeals is requesting that the City Commission concur with their findings that the three properties 1763 McIlwraith St, 1853 Sanford St, and 275 Dratz St are unsafe, substandard, a public nuisance and that these properties be demolished.													
Detailed Summary & Background: See attached document for details.													
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: \$50,000	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;">☒</td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;">☐</td> </tr> <tr> <td></td> <td></td> <td>N/A</td> <td style="text-align: center;">☒</td> </tr> </table>	Yes	☒	No	☐			N/A	☒				
Yes	☒	No	☐										
		N/A	☒										
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;">☐</td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;">☒</td> </tr> <tr> <td></td> <td></td> <td>N/A</td> <td style="text-align: center;">☒</td> </tr> </table>	Yes	☐	No	☒			N/A	☒				
Yes	☐	No	☒										
		N/A	☒										
Recommended Motion: I move to concur with the Housing Board of Appeals decision to demolish properties 1763 McIlwraith St, 1853 Sanford St, and 275 Dratz St.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">☒</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td style="text-align: center;">☐</td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">☐</td> <td></td> </tr> <tr> <td>Communication</td> <td style="text-align: center;">☐</td> <td></td> </tr> </table>	Immediate Division Head	☒		Information Technology	☐		Other Division Heads	☐		Communication	☐		Name the Policy/Ordinance Followed: City Ordinance Chapter 010 - Building and Regulations
Immediate Division Head	☒												
Information Technology	☐												
Other Division Heads	☐												
Communication	☐												

Legal Review			
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**EN1900277-1763 McIlwraith Street
CC MEETING November 10th, 2025**

Michael E Baker Sr.
1763 McIlwraith St.
Muskegon, MI 49442

Information:

This property experienced a fire in February 2025. Upon MFD's arrival they found the structure to be engulfed in flames. Despite an aggressive attempt to extinguish the fire, the exterior envelope of the property is all that remains intact. The fire was so severe that it damaged adjacent properties. At the time of the fire, the only contact information available was for a private fire investigator. City Staff have not been able to reach owner, and no efforts have been made to secure or repair the property.

Owner Contact:

- On 2/17/25 a DB Fire Inspection Letter was sent.
- On 3/20/25 a Notice and Order was sent and posted.
- On 5/27/25 a 10-day Notice of Hearing was sent and posted.
- On 6/5/25 Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

Owner has had no contact with City Staff despite attempts by phone and email as well as attempts through the private fire investigator.

Additional Information:

- This is a 1-1/2 story, 1,296 Sq Ft single family home.
- SEV & Taxable value: \$
- Built in N/A.
- Current property taxes due: \$
- Staff estimated cost for interior/exterior repairs at N/A.
- 7 enforcement actions for grass, trash, and brush since 2021
- The structure is in the Marsh Field neighborhood.

Permits obtained: No permits since 2005.



10.20.2025 10:54



10.20.2025 10:55

EN1900277-1853 Sanford Street
CC MEETING November 10th, 2025

NA Capital Group LLC
4655 5th Street
Caledonia, MI 49316

Information:

This property has been a source of blight dating back to 2011, and was identified as a Dangerous Building in 2018. In 2019, the City Commission determined this property for demolition, but action was delayed due to City Staff attempting to work with the owner at that time at the recommendation of City Administration. Over the next year, the owner scheduled some pre-permit advisory inspections but took no action to apply for permits or repair the structure. During an advisory inspection, the house was found to be gutted down to the studs and multiple areas of rotten and damaged structural members were noted. City staff compiled a list of DB violations and submitted them to the owner. Subsequently, the owner sold the property to another LLC. That owner met with City Staff to discuss an abatement plan in 2023, but no abatement plan, permits, or additional advisory inspections have been completed. The house was sold again in 2023 after being declared for the third time at the HBA. City Staff has been unable to reach new owner, NA Capital LLC. The house continues to deteriorate and attract unwanted attention with City Staff having boarded up the house multiple times.

Owner Contact:

- On 10/21/18 a Notice and Order was sent and posted.
- On 1/8/19 a HBA Determination was sent and posted.
- On 1/18/19 a 10-Day CC Notice was sent and posted.
- On 1/29/19 a CC Determination Letter was sent and posted.
- On 12/20/22 a HBA Notice of Hearing was sent and posted.
- On 1/6/2023 a HBA Determination was sent and posted.
- On 4/27/25 a HBA Notice of Hearing was sent and posted.
- On 5/6/25 the Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

Staff has not been able to reach owner who purchased the property in 2023 despite attempts via mail and phone.

Complaint Notices:

- DB Inspection Report 10/17/18
- DB Inspection Report 10/31/18

Additional Information:

- This is a 1-1/2 story, 988 Sq Ft single family.
- SEV & Taxable value: \$29,700
- Built in N/A.
- Current property taxes due: \$
- Staff estimated cost for interior/exterior repairs at \$150,000.
- enforcement actions for grass, trash, working without permits, and brush since 2019
- The structure is in the Marsh Field neighborhood.

Permits obtained: 3 Building Permits issued since 2019.

- Issued 9/5/19 for new roof on house. Expired without completing work or inspection.
- Issued 11/9/21 for DB repairs. Expired without completing work or inspection.
- Issued 2/26/23 for interior demolition. Finaled on 2/28/23.



10.20.2025 10:06



10.20.2025 10:06



10:20:2025 10:07



10.20.2025 10:08



10.20.2025 10:09

**EN1900277-275 Dratz Street
CC MEETING November 10th, 2025**

Charles Jenkins/Robin Benne
275 Dratz Street
Muskegon, MI 49442

Information:

In November 2021 staff noted during a field inspection that a large tree had fallen on the property destroying the covered front porch. Staff notified the owners that the house had been added to the Dangerous Buildings list, and the owner explained that their progress on getting the tree removed had been halted due to inclement weather. Staff agreed to revisit the issue in the spring. Come Spring 2022, little progress had been made, and in June it was decided that the property should come before the HBA for a hearing. On 7/29/22, Muskegon Fire notified staff that the property had experienced a fire that was unrelated to the damaged front porch, but was of major concern and the house could not be inhabited. To date, no additional contact with owner, no permits have been applied for, and no abatement plan has been received.

Complaint Notice:

Dangerous Building Inspection Report was sent on 11/23/21

Notice & Order:

- On 11/29/21 a Notice and Order was sent and posted.
- On July 18th, 2022 a 10-Day Notice of Hearing was sent and posted.
- On 8/23/22 a 10-Day Notice of Hearing was sent and posted.
- On 5/10/23 the Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

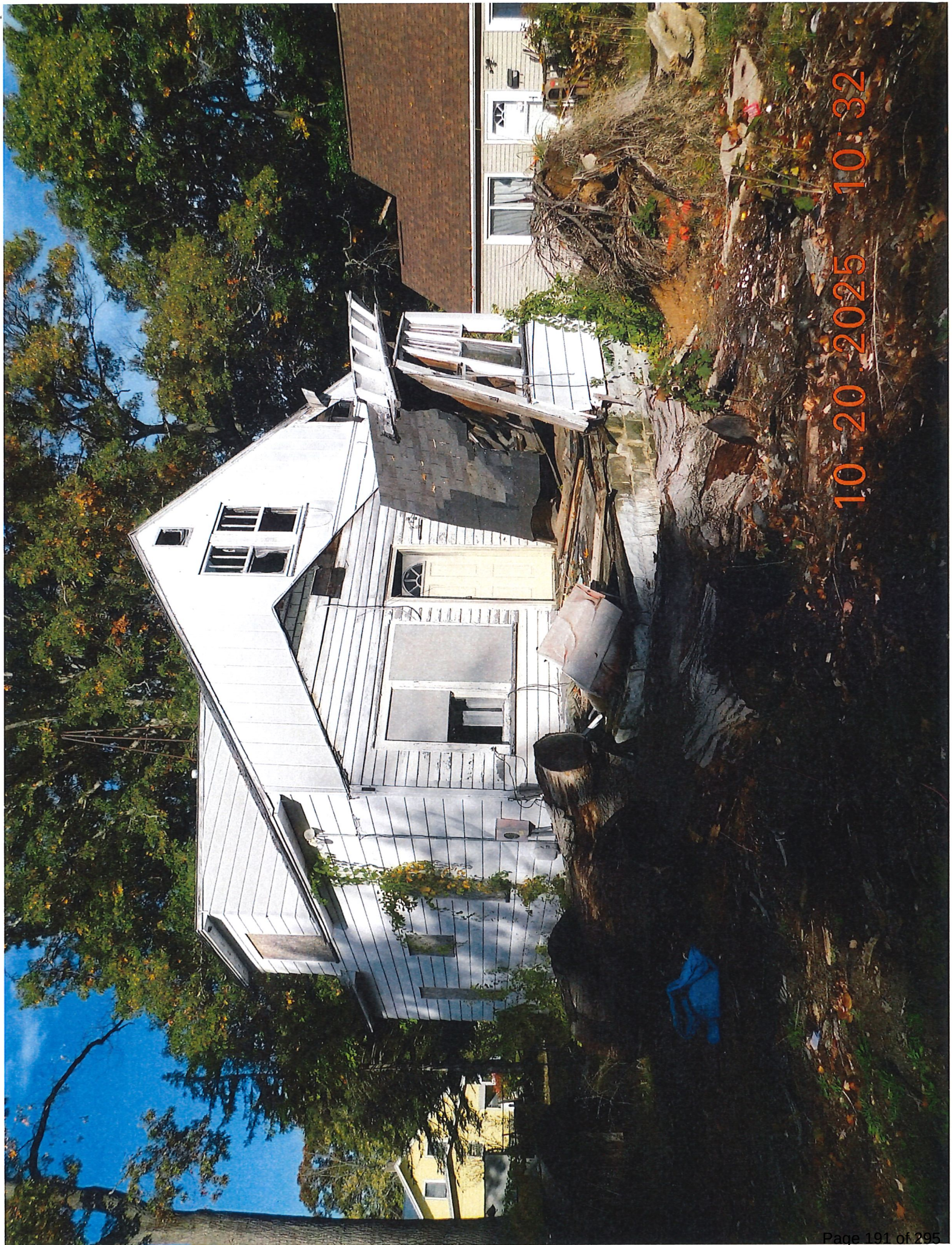
Contact with Owner:

Owner and staff communicated regarding the fallen tree, but have been unable to reach the owner since the fire.

Additional Information:

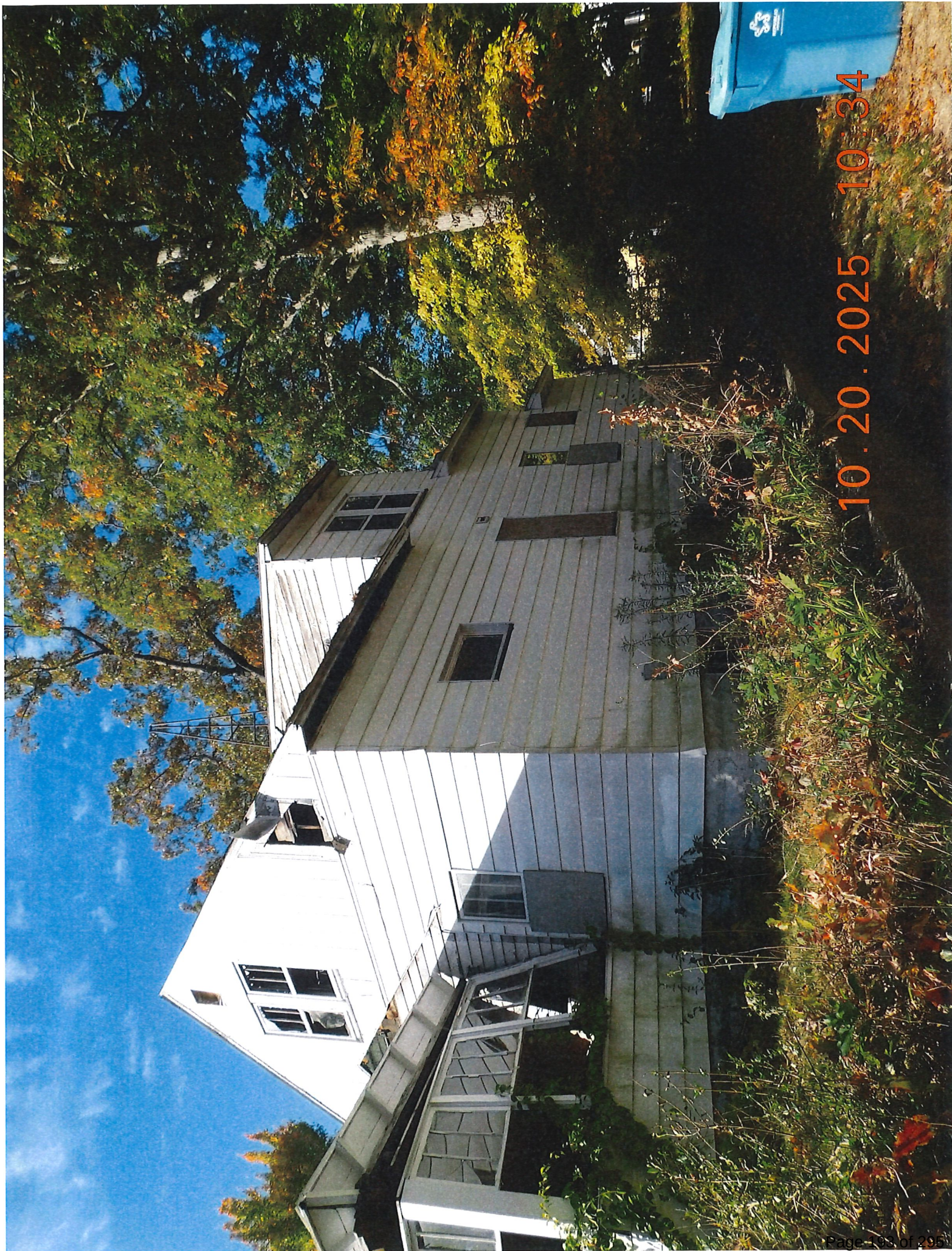
- This is a 1 ½ Story, 930sqft single-family house.
- SEV & Taxable value: \$
- Built in N/A. Effective age 44yrs.

- Current property taxes due: \$
- Staff estimated cost for exterior repairs at \$175,000.
- 2 enforcement actions since 2021 for trash.
- The structure is in the Marquette neighborhood.





10.20.2025 10:33



10.20.2025 10:34



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 25, 2025	Title: Fisherman's Landing/Third Street Wharf Lake Front Development
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: For nearly a year, and at the direction of the City Commission, 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. Enclosed is the final development agreement.	
Detailed Summary & Background: In September, staff presented a draft of the development agreement. At that time, several exhibits were still incomplete. Following feedback from the commission and the public, the development agreement, including exhibits, has been finalized.	
Key points include: • 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. The lease would begin March 15, 2026. • The campground will remain in operation until the City closes on/acquires the conversion property (Verplank acreage). • 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. • The City would agree to riparian restrictions at Third Street Wharf to safeguard docking (cruise ships) and launching activities. • The Mart Dock has agreed to keep the shoreline on the north side of the campground "soft" up to 25 feet beyond the ordinary highwater mark. There will not be public access in this area. • The development agreement notes that Mart Dock would be responsible for the cost of moving the picnic pavilion at Fisherman's Landing. • Revenue sharing is outlined in the agreement.	

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).
- The City would be compensated for the Fisherman's Landing property in a pre-paid lease (same value as a property sale) and use those funds to acquire the Verplank property (with additional funding required to complete the purchase, the funding gap will be in the six-figure range).
- The cost to rehab Verplank is still unknown. Staff is working with the Great Lakes and St. Lawrence Seaway Cities Initiative to develop plans for the next steps in the redevelopment of the Verplank properties into a park. (Including a list of unknowns, possible avenues forward for grants, and planning options.) We anticipate securing grants for the river estuary restoration.
- The \$2.8 million state enhancement grant (of which the City already holds one-quarter) would support:
 - 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).
- 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.
 - **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 attached), 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 Tuesday night's Commission Meeting focusing on what's changed since the last presentation, providing context and connecting this draft to the earlier public engagement presentations.

Public Engagement:

In Person:

- Muskegon Lake Watershed Partnership, January 7, 2025
- Muskegon Rotary, West Michigan Port Operators, January 9, 2025 (available on YouTube for viewing)
- Parks & Recreation Advisory Committee, February 15, 2025
- Public Information Session #1 - Sim Ray Community Building at Smith Ryerson, January 27, 2025
- Public Information Session #2 - Public Works Building, February 4, 2025
- Neighborhood Associations of Muskegon, February 5, 2025
- Public Information Session #3 - The HUB, February 17, 2025
- Muskegon Chamber Governmental Affairs Meeting, March 4, 2025
- Commission Worksession, September 8, 2025
- Public Q&A Session at Muskegon High School, October 21, 2025 (available online for viewing)
- Muskegon Rotary Presentation, November 6, 2026 (available on YouTube for viewing)

(more than 18 hours of large-scale public engagement. This does not include Neighborhood Association Meetings attended where Ports & Parks have been a topic of discussion.)

Digital:

- Social media Q&A (taken from engagement questions/online/written feedback)
- Connect Muskegon Page
 - All documents available on Connect Muskegon
 - The public can provide feedback
 - The public can sign up for updates when documents change/information changes on the page (641 subscribers to Ports & Parks (86 only for Ports & Parks, 555 for all city projects on Connect Muskegon))
 - Summaries of public meetings can be viewed
 - Copies of feedback received can be viewed
 - Digital presentations (same presentations as given in the public information sessions)

Print:

- Covered in our Fall/Winter 2025 newsletter

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:

Staff presented a draft development agreement in September. This is an updated development agreement that has been reworked in light of Commission feedback following the September discussion.

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: none - discussion only																							
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> <tr> <td>Other Division Heads</td> <td>X</td> <td></td> </tr> <tr> <td>Communication</td> <td>X</td> <td></td> </tr> <tr> <td>Legal Review</td> <td>X</td> <td></td> </tr> </table>			Immediate Division Head	X		Information Technology			Other Division Heads	X		Communication	X		Legal Review	X		<u>Name the Policy/Ordinance Followed:</u> 					
Immediate Division Head	X																						
Information Technology																							
Other Division Heads	X																						
Communication	X																						
Legal Review	X																						

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") is made effective as of _____, 2025, between the City of Muskegon, a Michigan municipal corporation ("**City**"), and West Michigan Dock & Market Corporation, a Michigan corporation ("**WMD**"). City and WMD are sometimes individually referenced as a "**Party**" and collectively referenced as "**Parties**" in this Agreement.

RECITALS

A. City owns certain real property located in the City of Muskegon, commonly known as 501 E. Western Ave., Muskegon, MI 49442 (Parcel No.), more particularly described on **Exhibit A** attached to this Agreement, together with all the improvements, fixtures, easements, division rights, bonus division rights, re-division rights, hereditaments, and appurtenances associated with that real estate ("**Fisherman's Landing Property**").

B. WMD owns certain real property located in the City of Muskegon more particularly described in **Exhibit B** (Parcel No. 24-205-567-0002-00) ("**WMD Property**"). WMD engages in commercial port activities on the portion of the WMD Property commonly known as the Mart Dock, depicted on **Exhibit C** ("**Mart Dock Parcel**").

C. The Parties seek to collaborate on a redevelopment project to enhance public access and use of the Muskegon Lake waterfront, historical preservation, and economic development of the Fisherman's Landing Property and WMD Property.

D. WMD desires to lease, with an option to purchase, the portion of the Fisherman's Landing Property set forth on **Exhibit D** ("**FL Campground Property**") and the City desires to purchase the portion of the WMD Property depicted on **Exhibit E** ("**City Acquired Property**").

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Background.** The Parties agree that the Recitals set forth above are true and correct and are incorporated into the body of this Agreement. This Agreement serves as a global agreement with regards to the Parties' collaboration to enhance public access and use of the Muskegon Lake waterfront, historical preservation, and economic development of the Fisherman's Landing Property and WMD Property, including the City Acquired Property. The Parties acknowledge and agree that the agreements, obligations, and responsibilities described in paragraphs two through seven are legally independent of one another, unless otherwise specified.

2. **FL Campground Lease Agreement.** Following the conclusion of the 2025 camping season or at a date as mutually agreed, but no later than January 1, 2026, the City shall lease to WMD the FL Campground Property ("**Campground Lease**") (attached as **Exhibit F**). The City shall deliver the FL Campground Property to WMD in a substantially similar condition as it existed on the date of this Agreement, reasonable wear and tear excepted.

- (a) The Campground Lease shall be for a term of fifty (50) years, with one option to extend for an additional period of forty (40) years (the “**Campground Lease Term**”).
- (b) The Campground Lease shall require WMD to operate the FL Campground Property as a campground until the closing of the Conversion Property Purchase defined below in Section 5. WMD may terminate its obligation to operate the FL Campground Property as a campground upon thirty (30) days’ written notice to the City after the Conversion Property Purchase is completed, provided that such termination shall not take effect during the camping season, defined as April 15 to October 15, in which case WMD shall continue to operate the campground through the end of the camping season before terminating its obligations. If the Conversion Property Purchase does not close, WMD shall operate the FL Campground Property as a campground for the Campground Lease Term per the conditions of the Campground Lease.
- (c) The Parties agree that the value of the FL Campground Property shall be determined by an independent, licensed appraiser mutually selected by the Parties, whose appraisal (“**FL Campground Appraisal**”) shall be conducted at the Parties' joint expense, with the cost allocated equally between the Parties. The appraiser selected shall be the same appraiser used to determine the value of the City Acquired Property. The Appraiser shall consider the restrictions in Section 2(g) when determining the value of the FL Campground Property. The Parties' obligations under this Agreement and the Campground Lease will be contingent on the receipt of the FL Campground Appraisal that is satisfactory to each Party, in its sole discretion. If either Party deems the initial FL Campground Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of such initial FL Campground Appraisal. Upon such notice, the Parties shall each select an additional independent, licensed appraiser. Both of the additionally selected appraisers shall independently appraise the FL Campground Property. The final appraised value shall be the average of the two appraisals provided by the two additionally selected independent appraisers. The costs of the additional independent appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.
- (d) The Parties agree that the total rent for the entire Campground Lease Term (“**Campground Lease Payments**”) shall be paid in two installments. The first rent payment shall be equal to the value of the City Acquired Property and is due upon closing of the City Acquired Property. The second rent payment shall be equal to the amount by which the value of the FL Campground Property exceeds the value of the City Acquired Property (the “**Second Rent Payment**”), as determined pursuant to Section 4(c) of this Agreement. The amount of the Campground Lease Payments shall be equal to the appraised value of the FL Campground Property set

forth in the FL Campground Appraisal, as determined pursuant to Section 2(c) of this Agreement.

- (e) The Parties agree to act diligently and in good faith with each other in connection with WMD's simultaneous application for rezoning of the Mart Dock Parcel to allow waterfront industrial port terminal uses on no more than 65% of the Mart Dock Parcel.
- (f) Beginning on January 1, 2028, and continuing until the expiration of the Campground Lease Term, WMD may exercise an option to purchase, and acquire fee simple title through a quitclaim deed to the FL Campground Property from the City ("**WMD Option**"); provided, however, that the WMD Option shall not be exercisable unless and until both rent payments have been completed by WMD under the Campground Lease, WMD is not in default of the Campground Lease, and provided further that WMD may only exercise such WMD Option upon or after the City's closing on the purchase of the Conversion Property (as defined below), Neighboring Property (as defined below) or Alternative Property as the case may be. The Parties expressly intend that, upon WMD's exercise of the WMD Option pursuant to the terms set forth in the Campground Lease, the Campground Lease Payments shall constitute the economic consideration (i.e., the purchase price) for the WMD Option.
- (g) Language shall be included in the Campground Lease and in a quitclaim deed to the FL Campground Property, upon WMD's exercise of the WMD Option, to the following effect: WMD shall be prohibited from developing the northwesterly shoreline parallel to Muskegon Lake, (the "Muskegon Lake Shoreline"), for port operations on the surface or against any dock face parallel to Muskegon Lake and that any development on the FL Campground Property be set back at least 25 feet from the ordinary high water line of the Muskegon Lake Shoreline.

Further, WMD may utilize the minimal portion of the Muskegon Lake Shoreline, located closest to and perpendicular to the port slip, for the purpose of fortifying and tying back the slip wall infrastructure and/or enhancing the port's surface load capacity. Any portion of the Muskegon Lake Shoreline not required for these purposes may be designed and improved for the purpose of erosion control and surface drainage, provided that such improvements promote biotic connectivity and, to the extent feasible, maintain the natural characteristics of the shoreline consistent with the design of adjacent shores to the north of the FL Campground Property.
- (h) The Parties recognize that the port capacity at the terminal to be located on the FL Campground Property ("**FL Terminal**") will be developed over a period of years, requiring substantial capital investment. Upon Commencement of Port Operations at FL Terminal, WMD will have five (5) years to vacate port operations at the Mart Dock Parcel, except that the City Manager may, at their sole and absolute discretion, annually grant additional one-year extensions to WMD (together the

“**Mart Dock Vacation**”). For the purposes of this Agreement, “Commencement of Port Operations” shall mean the earliest of the following events: (i) the first loading or unloading of cargo (whether containerized, bulk, or otherwise) onto or from a vessel that isn’t solely for the purpose of constructing improvements at FL Terminal; or (ii) the use of any FL Terminal infrastructure or equipment (including berths, storage areas, or handling equipment) for the purpose of supporting port operations that are not the result of constructing improvements at the FL Terminal.

- (i) Upon Mart Dock Vacation, WMD agrees to contemporaneously create a deed restriction on the property title of the Mart Dock Parcel, recorded in the public records (the “Restriction”) (attached hereto as **Exhibit G**). WMD will require the consent of the City to remove or modify the Restriction. The Restriction shall run with the land, binding all current and future owners, tenants, lessees, licensees, and occupiers of the property, and may be enforced by the City through legal means, including injunctive relief and monetary penalties. The Restriction shall prohibit any use of the Mart Dock Parcel for port operations of any kind, including but not limited to cargo handling, container storage, loading or unloading of freight, and related logistical support, except that the Mart Dock Parcel may be used as a port solely for the embarking and disembarking of cruise ship and other commercial excursion vessel passengers and associated cruise and excursion-related activities, and recreational boat storage, service, and repair. No other port-related uses shall be permitted under this exception. This exception shall in no way prohibit the development and operation of private or public marina services at the Mart Dock Parcel. If WMD fails to record the Restriction within sixty (60) days of Mart Dock Vacation, the City is hereby authorized to file the Restriction on behalf of WMD.
 - (j) The Campground Lease shall be executed by the Parties simultaneously with the execution City Acquired Property Purchase Agreement.
3. **Profit Sharing Agreement.** The Parties agree to enter into a Profit Sharing Agreement (attached hereto as **Exhibit H**) in which WMD agrees to pay 0.3% of its operating margins for each \$1,000,000 of grant funds received to [REDACTED]. For the purposes of this Section, “WMD’s operating margins” shall mean [REDACTED]. Certain items shall be excluded from operating expenses for this calculation and will be further detailed in the Profit Sharing Agreement. WMD shall provide to the City, on an annual basis, an accounting statement detailing WMD’s operating margins. City shall have the right to conduct an independent audit of WMD’s financial records at the City’s sole cost, but not more than once every 12 months, to verify the accuracy of the WMD’s operating margins calculations.

In the event of a sale, transfer, or merger of WMD, or a significant change in the operations of the FL Campground Property, WMD shall notify the City in writing within 30 days. The obligations under this Profit-Sharing Agreement shall survive any such change, and the successor entity shall assume all of WMD’s responsibilities under this Agreement, including but not limited to the payment of operating margin

percentages to the Fund. Failure to notify the City of such changes shall be considered a material breach of this Agreement.

4. **City Acquired Property Purchase Agreement.** The Parties agree to enter into a purchase agreement, in the form attached hereto as **Exhibit I**, whereby the City acquires fee simple ownership in the City Acquired Property from WMD ("**City Acquired Property Purchase Agreement**").
- (a) The Parties agree that the warranty deed from WMD to the City for the City Acquired Property will include a restriction that prohibits the City from using the area along the perimeter of the City Acquired Property bordering the Third Street Wharf and extending into the Third Street Wharf as depicted on **Exhibit J** ("**Restricted Riparian Area**"), in a manner that would unreasonably impede or otherwise prohibit vessel docking and launching.
 - (b) The City acknowledges that the WMD Property is subject to a certain Declaration of Restrictive Covenant for a Restricted Nonresidential (MDEQ Reference No.: RC-RRD-201-18-041), which is recorded at Liber 4184, Page 454 of the Muskegon County Register of Deeds ("**Restrictive Covenant**"), attached for reference as **Exhibit K**. City understands that the Restrictive Covenant places restrictions and limitations on development of the WMD Property. The City has reviewed the Restrictive Covenant and is entering into this Agreement and the City Acquired Property Purchase Agreement with full knowledge of the restrictions and limitations imposed on development of the WMD Property.
 - (c) The Parties agree that the value of the City Acquired Property shall be determined by an independent, licensed appraiser mutually selected by the Parties, whose appraisal ("**City Acquired Property Appraisal**") shall be conducted at the Parties' joint expense, with the cost allocated equally between the Parties. The appraiser selected shall be the same appraiser used to determine the value of the FL Campground Property, as described in **Section 2(c)**, above. The Appraiser shall consider the restrictions in Section 4(a) and 4(b) when determining the value of the City Acquired Property. The Parties' obligations under this Agreement will be contingent on the receipt of the City Acquired Property Appraisal that is satisfactory to each Party, in its sole discretion. If either Party deems the initial City Acquired Property Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of the initial City Acquired Property Appraisal. Upon such notice, the Parties shall each select an additional independent, licensed appraiser. Both of the additionally selected appraisers shall independently appraise the City Acquired Property. The final appraised value shall be the average of the two appraisals provided by the two additionally selected independent appraisers. The costs of the additional independent appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.

- (d) The City Acquired Property Purchase Agreement shall be executed by the Parties simultaneously with the execution of the Campground Lease.

5. **Conversion Property Purchase.** In connection with the Campground Lease and City Acquired Property Purchase Agreement, the City desires to enter into a real estate purchase agreement with the then owner of the Conversion Property ("**Conversion Property Owner**") to purchase an estimated 25-acre portion of the Neighboring Property (as defined below) located at 205 E. Western Avenue, Muskegon, MI 49442 (Parcel No. 61-24-117-300-0004-00) (the "**Conversion Property**"). The City may, in its sole discretion select an alternate property to satisfy this condition, but there shall be no obligation to do so (the "**Alternate Property**"). City intends to use the proceeds from the Campground Lease to purchase the Conversion Property or Alternate Property. The Conversion Property or Alternate Property must be similar in kind, nature, and value to the FL Campground Property. It is the City's intent to acquire the Conversion Property to develop the parcel into a City of Muskegon park for the public's use and benefit.

WMD has entered into a purchase agreement to purchase in fee simple (the "**Option**," attached as **Exhibit L**) approximately 57 acres of the neighboring real estate on the terms identified in Exhibit M from the current owner ("**Neighboring Property**"). The Parties shall enter into an Assignment Agreement (the "**Assignment**," attached as **Exhibit M**) to assign the Option from WMD to the City.

The Assignment shall provide the Parties may mutually exercise the Option any time until December 31, 2027, however, that at any time prior to July 1, 2027, the City may only exercise the Option with the written consent of WMD. On or after July 1, 2027, the City may exercise the Option unilaterally, in its sole discretion, upon written notice to WMD. If the City exercises the Option unilaterally, WMD shall not be required to (i) pay the Additional Funds (as defined below) or (ii) make the Second Rent Payment until WMD elects to add the Additional Leased Parcel (as defined below) to the Campground Lease (the "**Election**"). WMD shall provide written notice of the Election to the City. The Election shall be effective only upon WMD's simultaneous payment of the Additional Funds and the Second Rent Payment to the City.

At any time after October 1, 2027, if the City has not exercised the Option and the Parties have not mutually agreed to exercise the Option, upon written notice to the City, WMD shall have the right, at WMD's discretion, to reclaim the Option and close on the Neighboring Property. If WMD closes on the Neighboring Property in this way, ~~WMD shall convey~~ the Neighboring Property shall be conveyed to the City for One Dollar (\$1.00), and the Parties shall add the Neighboring Property to the Campground Lease. If the Neighboring Property is conveyed in this way, the City shall have an option to remove the Conversion Property from the Lease upon written notice to WMD and a simultaneous payment of a termination fee (the "**Termination Fee**"). The Termination Fee shall be equal to the purchase price allocable to the Conversion Property, calculated on a pro rata per-acre basis, less the value of the Second Rent Payment, to be exercised within five years from the date of the date of WMD's closing on the Neighboring Property (the "**City Option**"). If WMD reclaims the Option and closes on the Neighboring Property unilaterally, the Additional Funds (as defined below) and the Second Rent Payment shall be considered paid in full. The Conversion Property is excluded from the WMD Option.

If the Parties mutually exercise the Option, at the closing of the Neighboring Property, WMD shall provide the funds to the City for that portion of the purchase price allocable to the 32 acres of the Neighboring Property that will be utilized by WMD (the "**Additional Funds**"), as further described in the Campground Lease (the "**Additional Leased Parcel**"), with such allocation to be calculated on a pro rata per-acre basis. Further, WMD shall have the right, exercisable in its sole discretion, to elect to have the Additional Leased Parcel added to the Campground Lease, pursuant to the terms set forth in the Campground Lease. If any or all of the Additional Leased Property is conveyed to the City in a manner other than the Assignment described above, upon payment to the City, WMD may elect to incorporate the Additional Lease Parcel into the Campground Lease, with such payment allocation to be calculated based on the City's purchase price on a pro rata per-acre basis.

6. **Utilization of Grant Funds for City Acquired Property Improvements.** The City commits to utilizing its \$2,800,000 Michigan Enhancement Grant from the State of Michigan (the "**Grant Funds**") in or around the City Acquired Property with use of such Grant Funds for activities including, but are not limited to rerouting applicable sewer lines, the acquisition and improvement of the City Acquired Property, and for the relocation and display of the USS LST 393 ("**LST Vessel**"). Notwithstanding the following, any Grant Funds expended by the City in connection with the acquisition of the City Acquired Property shall be excluded from the calculation of the Priority Allocation (defined below) threshold, such that the Priority Allocation amount shall begin to be counted only after the City has finalized the acquisition cost following the completion of the City Acquired Property purchase. City agrees that fifty percent (50%) of any Grant Funds actually received shall be utilized for the rerouting applicable sewer lines and for the relocation and display of USS LST 393 (the "**LST Allocation**"), provided that the first One Million Dollars (\$1,000,000) of any Grant Funds actually received be used for the LST Allocation (the "**Priority Allocation**"). The LST Allocation may be used for relocation and display of any other vessel which might relocate in or around the City Acquired Property, subject to the Parties' mutual agreement.

7. **Financial Incentives & Grants.** The City shall sponsor, co-sponsor, or, upon mutual agreement allow an alternative sponsor for, WMD's application for grants to assist with port infrastructure development at the FL Campground Property. The Parties shall also cooperate in applying for any grant programs, as mutually agreed upon by the Parties. The cost of the relocation or replacement of the pavilion located on the Fisherman's Landing Property shall be included in the port construction project. While WMD operates the FL Campground Property as a campground, the pavilion shall be accessible to the public. Upon commencement of construction of the port construction project, WMD shall relocate or replace the pavilion at a location mutually agreed by the Parties. The City will continue maintain the launch ramp, bathrooms, fish cleaning station, and fishing dock in its sole discretion.

8. **Representations and Warranties of City.** City represents and warrants to WMD, to the best of the City Manager's knowledge, as follows:

(a) *Organization and Powers.* City is a Michigan municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Michigan.

City has all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

(b) *Authorization.* The execution, delivery, and performance of this Agreement by City has been duly authorized by all necessary action, pursuant to resolution passed by the City Commission.

(c) *No Conflict.* The execution, delivery and performance by City of this Agreement and consummation of the transactions contemplated hereby do not and will not, except for conversion as governed by Michigan Department of Natural Resources (DNR) law: (i) violate any provisions of law applicable to it or its ordinances, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation, subject to the Encumbrances noted above.

(d) *Governmental Consents.* The execution, delivery and performance by City of this Agreement and consummation of the transactions contemplated hereby may require any registration with consent or approval of or notice to, or other action to, with or by, federal, state or other governmental authority, judicial or regulatory body.

(e) *Binding Obligation.* This Agreement, when executed and delivered by the Parties, will be a legally valid and binding obligation of City, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, by general principles of equity, and subject to the Encumbrances noted above.

9. Representations and Warranties of WMD. WMD represents and warrants to City as follows:

(a) *Organization and Powers.* WMD is a Michigan corporation, duly organized, validly existing, and in good standing under the laws of the State of Michigan. WMD has all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

(b) *Authorization.* The execution, delivery, and performance of this Agreement by WMD has been duly authorized by all necessary corporation action.

(c) *No Conflict.* The execution, delivery and performance by WMD of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligations.

(d) *Governmental Consents.* The execution, delivery and performance by WMD of this Agreement and consummation of the transactions contemplated hereby may

require any registration with consent or approval of or notice to, or other action to, with or by, federal, state or other governmental authority, judicial or regulatory body.

(e) *Binding Obligations.* The execution, delivery and performance by WMD of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation.

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

To City: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager
Email: jonathan@shorelinecity.com (or the then City Manager's email)

w/ copy to: Parmenter Law
601 Terrace St.
Muskegon, MI 49440
Attn: Muskegon City Attorney

To WMD: West Michigan Dock & Market Corporation
560 Mart St.
Muskegon, MI 49440
Attn: Max McKee, President
Email: MMcKee@sandproductscorp.com

w/ copy to: Warner Norcross + Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 49503
Attn: Rob Davies
Email: rdavies@wnj.com

11. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

12. **Non-Binding Arbitration Prior to Litigation.** Any dispute or matter arising in connection with or relating to this Agreement shall first be submitted to non-binding arbitration before either party may initiate a proceeding in Circuit Court. The non-binding arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to the facts, and shall not be consolidated in any non-binding arbitration or other proceeding with any claim or controversy of any other party. Participation in the non-binding arbitration process shall be a condition precedent to the filing of any legal action in Circuit Court. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Muskegon County, Michigan.

13. **General Provisions.**

(a) *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan. The Parties agree that for purposes of any dispute in connection with this Agreement.

(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; Fax or Electronic Signatures.* 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. Electronic or fax copies of the signed Agreement shall constitute a valid, enforceable agreement.

(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. This Agreement shall become effective on the date when signed by all of the Parties as shown below ("Effective Date"). If the date for closing, for the delivery of a document, or for giving of a notice, falls on a Saturday, Sunday or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday or bank holiday.

(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.* 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, which approval shall not be unreasonably withheld, delayed, or conditioned.

[Remainder of page intentionally left blank].

The Parties have executed this Agreement on the date set forth below.

City – City of Muskegon

WMD – West Michigan Dock & Market Corporation

By: _____
Name: Kenneth Johnson
Title: Mayor
Date: _____, 2025

By: _____
Name: Max B. McKee
Title: President
Date: _____, 2025

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____, 2025

Exhibit A

Fisherman's Landing Property Legal Description

CITY OF MUSKEGON COM AT INTERSECTION OF N LN OF BLK 551 & W LN OF E WESTERN AVE TH N 65 DEG 55 MIN W 200 FT TH N 78 DEG 45 MIN W 50 FT TH N 11 DEG 15 MIN E 600 FT TH N 78 DEG 45 MIN W TO CENTER OF MUSKEGON LAKE TO A POINT TO BE HEREINAFTER REFERRED TO AS PT A RECOMMENCE AT POB TH SLY ALG W LN OF E WESTERN AVE 140 FT TH N 80 DEG 30 MIN W 123.06 FT TH N 76 DEG 00 MIN W TO CENTER OF MUSKEGON LAKE TH NLY ALG CENTER OF MUSKEGON LAKE TO POINT A BEING ENTIRE BLK 551 TH NLY 90 FT OF BLK 552 & PART OF BLKS 547 548 & 549 SUBJ TO AFFIDAVIT CONCERNING ASSIGNMENT OF ESMT 2320/960 SUBJ TO ESMT RECORD IN L/P 3673/635

Exhibit B

WMD Property Legal Description

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF CENTRAL WARF LYING NLY OF SLY LN OF SD LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LN BEG ON WLY LN THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24D 27M W TO SW LN BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY LN THIRD ST 858.25 FT NWLY OF NELY COR BLK 566 NLY ALG THIRD ST 107.5 FT TH S 24D 27M W 378.8 FT TH S 41D 45M E 132.4 FT NELY ALG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569
SUBJ TO ESMTS/COVENANTS L/P 3609/137

Exhibit C

Mart Dock Parcel

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF CENTRAL WARF LYING NLY OF SLY LN OF SD LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LN BEG ON WLY LN THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24D 27M W TO SW LN BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY LN THIRD ST 858.25 FT NWLY OF NELY COR BLK 566 NLY ALG THIRD ST 107.5 FT TH S 24D 27M W 378.8 FT TH S 41D 45M E 132.4 FT NELY ALG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569

EXC THAT PART OF BLK 567 LOT 2 & BLK 563 LOT 9, DESCRIBED AS FOLLOWS: COM AT SE COR OF SAID BLK 566 BEING THE NW COR OF 3RD & WESTERN AVE FOR POB THEN 1,944 FT NWLY ALG THE SW LINE OF 3RD ST TO NW COR OF LOT 9, BLK 563 ALSO W 100 FT & N 200 FT LOT 9 BLK 563 NW OF CURVE OF TERRACE PT RD SUBJ TO ESMTS/COVENANTS L/P 3609/137

Exhibit D

FL Campground Property

CITY OF MUSKEGON COM AT INTERSECTION OF N LN OF BLK 551 & W LN OF E WESTERN AVE TH N 65 DEG 55 MIN W 200 FT TH N 78 DEG 45 MIN W 50 FT TH N 11 DEG 15 MIN E 600 FT TH N 78 DEG 45 MIN W TO CENTER OF MUSKEGON LAKE TO A POINT TO BE HEREINAFTER REFERRED TO AS PT A RECOMMENCE AT POB TH SLY ALG W LN OF E WESTERN AVE 140 FT TH N 80 DEG 30 MIN W 123.06 FT TH N 76 DEG 00 MIN W TO CENTER OF MUSKEGON LAKE TH NLY ALG CENTER OF MUSKEGON LAKE TO POINT A BEING ENTIRE BLK 551 TH NLY 90 FT OF BLK 552 & PART OF BLKS 547 548 & 549 EXC EASTRLY 472FT

SUBJ TO AFFIDAVIT CONCERNING ASSIGNMENT OF ESMT 2320/960 SUBJ TO ESMT RECOR'D IN L/P 3673/635

Subject to a final survey.

Exhibit E

City Acquired Property

CITY OF MUSKEGON REVISED PLAT OF 1903

THAT PART OF BLK 567 LOT 2 & BLK 563 LOT 9, DESCRIBED AS FOLLOWS: WLY LN COM AT SE COR OF SAID BLK 566 BEING THE NW COR OF 3RD & WESTERN AVE FOR POB

THEN 1,944 FT NWLY ALG THE SW LINE OF 3RD ST TO NW COR OF LOT 9, BLK 563
ALSO W 100 FT & N 200 FT LOT 9 BLK 563 NW OF CURVE OF TERRACE PT RD
SUBJ TO ESMNTS/COVENANTS L/P 3609/137

Subject to a final survey.



Exhibit F

Campground Lease

LEASE

THIS LEASE ("**Lease**") is made and entered into on this ____ day of _____ 2025, by and between the CITY OF MUSKEGON (the "Effective Date"), a Michigan municipal corporation ("**City**"), and WEST MICHIGAN DOCK & MARKET CORPORATION, a Michigan corporation ("**WMD**"). City and WMD are sometimes individually referenced as a "**Party**" and collectively referenced as "**Parties**" in this Lease.

1. **Premises.** City is the owner of the real property commonly known as 501 E. Western Avenue, in the City of Muskegon, Muskegon County, Michigan (Parcel No. 61-24-120-100-0001-00), as legally described on the attached **Exhibit A**. City leases to WMD, and WMD hires from City, only a portion of the Premises as further described and identified on the attached **Exhibit B** (the "**Premises**"), on the terms and subject to the conditions contained herein, together with all improvements, buildings, and appurtenances thereon and all apparatus, equipment, fittings, and fixtures used in connection with the operation and maintenance of the Premises as listed on **Exhibit C**.

2. **Commencement Date; Term.** The initial term of this Lease shall be fifty (50) years, commencing on March 15, 2026 ("**Commencement Date**"), and expiring on March 14, 2076 ("**Initial Term**"), unless sooner terminated or otherwise extended as provided herein. Provided WMD is not then in default in the performance of any of its covenants and agreements under this Lease, WMD may renew this Lease for one (1) additional forty (40) year term ("**Renewal Term**"), upon the same terms and conditions as provided in this Lease. In order to exercise such renewal right, WMD shall serve City with written notice of WMD's election to renew not less than one hundred eighty (180) days prior to the end of the Initial Term. The Renewal Term, if exercised, shall continue as if such term were part of the Initial Term of this Lease. As used in this Lease, the word "**Term**" shall include the Initial Term of this Lease and any Renewal Term.

3. **Rent.**

(a) "**Rent**" means the appraised value of the Premises, as determined in accordance with the following appraisal process: The Parties agree that the value of the Premises shall be determined by an appraisal ("**Appraisal**") of the Premises conducted by an independent, licensed appraiser mutually selected by the Parties and at the Parties' joint expense, with the cost allocated equally between the Parties. The Appraiser shall consider the restrictions as detailed in section 2(g) of the Development Agreement, dated the same, between the Parties. The Parties' obligations under this Lease will be contingent on the receipt of the Appraisal satisfactory to each Party, in its sole discretion. If either Party deems the Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of such Appraisal. Upon such notice, the Parties shall each select an additional independent, licensed appraiser. Both of the additionally selected appraisers shall independently appraise the FL Campground Property. The final appraised value shall be the average of the two appraisals provided by the two additionally selected independent appraisers. The costs of the additional independent appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.

(b) Rent shall be paid in two installment payments by WMD. The first Rent payment shall be made within seven (7) days following the closing City's purchase of a portion of 560 Mart St., Muskegon, MI 49440 (Parcel No. 24-205-567-0002-00) (the "**TSW Parcel**"), depicted on **Exhibit D**, in the amount equal to the price the City paid for the TSW Parcel (the "**First Rent Payment**"). The second Rent payment shall be equal to the amount by which the value of the

Premises exceeds the value of the TSW Parcel, as determined pursuant to Section 3(a) of this Lease (the “**Second Rent Payment**”).

(c) WMD has entered into a purchase agreement to purchase in fee simple (the “**Option**,” attached as **Exhibit E**) approximately 57 acres of the neighboring real estate on the terms identified in Exhibit D from the current owner (Parcel No. 61-24-117-300-0004-00 (the “**Neighboring Property**”). The Parties shall enter into an Assignment Agreement (the “**Assignment**,” attached as **Exhibit F**) to assign the Option from WMD to the City.

The Assignment shall provide the Parties may mutually exercise the Option any time until December 31, 2027, however, that at any time prior to July 1, 2027, the City may only exercise the Option with the written consent of WMD. On or after July 1, 2027, the City may exercise the Option unilaterally, in its sole discretion, upon written notice to WMD. If the City exercises the Option unilaterally, WMD shall not be required to (i) pay the Additional Rent (as defined below) or (ii) make the Second Rent Payment until WMD elects to add the Additional Leased Parcel (as defined below) to the Campground Lease (the “**Election**”). WMD shall provide written notice of the Election to the City. The Election shall be effective only upon WMD’s simultaneous payment of the Additional Rent and the Second Rent Payment to the City.

At any time after October 1, 2027, if the City has not exercised the Option and the Parties have not mutually agreed to exercise the Option, upon written notice to the City, WMD shall have the right, at WMD’s discretion, to reclaim the Option and close on the Neighboring Property. If WMD closes on the Neighboring Property in this way, ~~WMD shall convey~~ the Neighboring Property shall be conveyed to the City for One Dollar (\$1.00), and the Parties shall add the Neighboring Property to the Campground Lease. If the Neighboring Property is conveyed in this way, the City shall have an option to remove the Conversion Property from the Lease upon written notice to WMD and a simultaneous payment of a termination fee (the “**Termination Fee**”). The Termination Fee shall be equal to the purchase price allocable to the Conversion Property, calculated on a pro rata per-acre basis, less the value of the Second Rent Payment, to be exercised within five years from the date of the date of WMD’s closing on the Neighboring Property (the “**City Option**”). If WMD reclaims the Option and closes on the Neighboring Property unilaterally, the Additional Rent (as defined below) and the Second Rent Payment shall be considered paid in full. The Conversion Property is excluded from the WMD Option.

If the Parties mutually exercise the Option, at the closing of the Neighboring Property, WMD shall provide the funds to the City for that portion of the purchase price allocable to the 32 acres of the Neighboring Property that will be utilized by WMD (the “**Additional Rent**”), as further described in this Lease (the “**Additional Leased Parcel**”), with such allocation to be calculated on a pro rata per-acre basis. Further, WMD shall have the right, exercisable in its sole discretion, to elect to have the Additional Leased Parcel added to the Campground Lease, pursuant to the terms set forth in the Campground Lease. If any or all of the Additional Leased Property is conveyed to the City in a manner other than the Assignment described above, upon payment to the City, WMD may elect to incorporate the Additional Lease Parcel into the Campground Lease, with such payment allocation to be calculated based on the City’s purchase price on a pro rata per-acre basis.

(d) All Rent payment(s) and Additional Rent payment(s) made, or accounted for as described below, by WMD shall be credited toward the Purchase Price (as defined below) and treated as economic consideration under WMD’s purchase option set forth in Section 28.

4. **Use of Premises.**

(a) Except as otherwise set forth herein, WMD shall use the Premises for the operation of a campground ("**Campground Operations**"). For the purposes of this Lease, "Campground Operations" shall mean WMD's obligations to perform the following during Campground Operations Term (as defined below):

- i. WMD shall operate the campground facility in an efficient and competent manner and shall adhere to generally accepted standards for the operation of campgrounds of similar size, nature, and location. The campground shall be open, at a minimum, from April 15th to October 15th on an annual basis (the "Campground Season"). During the Campground Season, the campground must remain open at reasonable hours for check-in and check-out, and staff must be available for customer service and maintenance during all staffed operational hours.
- ii. WMD shall maintain a minimum of 105 campsites available for daily rental throughout each Campground Season.
- iii. WMD shall establish and maintain clear and efficient check-in and check-out procedures for guests, including providing necessary documentation (such as guest registrations, liability waivers, and rules of conduct).
- iv. WMD shall ensure that the premises are maintained in a clean and acceptable condition, including regular upkeep of the grounds such as mowing the grass and picking up litter. WMD shall make necessary capital improvements, replacements, and upgrades to keep the park and its facilities safe, accessible, and functional for use.
- v. WMD shall supply cleaning supplies and paper products as necessary for the maintenance and operation of the restroom and shower facilities.
- vi. WMD shall use reasonable measures to secure and maintain any and all required licenses and permits for the operation of a campground on the Premises.
- vii. WMD shall be responsible for preparing the Premises for each season, including but not limited to winterizing systems, ensuring proper drainage for the spring thaw, and inspecting all structures (e.g., cabins, pavilions, etc.) for weather-related damage before opening for the season.
- viii. WMD shall ensure that all waste, including trash, sewage, and hazardous materials, is properly disposed of in accordance with local and state environmental regulations. WMD is responsible for maintaining waste disposal systems, including any septic tanks, sewer lines, or trash removal systems.
- ix. WMD shall be responsible for ensuring that appropriate signage is posted around the campground, including but not limited to safety rules, fire safety information, campground regulations, emergency contacts, and any local ordinances or restrictions.

- x. WMD shall maintain and display emergency procedures for guests, including evacuation routes, emergency contact information, and instructions in case of fire, medical emergency, or natural disaster.
- xi. WMD shall be responsible for commercially reasonable control of rodents, insects, and other pests that could negatively affect the health and safety of the campers or damage the Premises.
- xii. WMD shall ensure that all operations, activities, and facilities comply with all applicable local, state, and federal health and safety standards. This includes but is not limited to fire safety, sanitation standards, accessibility requirements, and food service safety, consistent with existing operations, if applicable.
- xiii. WMD shall operate the campground in a manner that provides a safe and welcoming environment, for guests. WMD agrees to respond promptly to guest inquiries and complaints, and take reasonable steps to ensure that all guests comply with campground rules and regulations. WMD shall maintain an active system for receiving and addressing guest feedback and complaints.

(b) WMD may terminate its obligation to provide Campground Operations at the Premises under this Lease upon thirty (30) days' written notice to City; provided that such termination may only occur upon or after City's closing on the purchase of the Neighboring Property and provided further that such termination shall not take effect during the camping season, defined as April 15th to October 15th, in which case WMD shall continue to operate the campground through the end of the camping season before terminating its obligations. WMD may not terminate its obligation to provide Campground Operations prior to November 1, 2026 (together with the above, the "**Campground Operations Term**").

(c) Upon termination of the Campground Operations Term, WMD shall use the Premises only in accordance with Waterfront Industrial PUD zoning district solely for the operation of commercial port, which may include, but are not limited to, the docking, loading, and unloading of vessels, the management of port facilities, and any ancillary services related to the operation of a commercial port. WMD shall not engage in any other business or use of the Premises without the prior written consent of the City. Upon termination of the Campground Operations Term, WMD shall work in diligently and in good faith to complete the construction of its port facilities and commence port operations. WMD shall take all commercially reasonable actions necessary to ensure that the port facilities are operational and that port operations commence in a timely manner.

5. **Possession.** WMD shall have possession of the Premises on the Commencement Date.

6. **As-Is.** WMD shall perform a visual inspection of the Premises ~~no later than thirty (30) days~~ prior to the Commencement Date, ~~to determine if~~ (the "WMD Inspection"). Except as otherwise expressly set forth in this Lease, WMD agrees that City shall not be obligated to make improvements, alterations, or replacements to the Premises ~~prior to April 15, 2026 the Commencement Date~~ unless they are ~~a result of to remedy any~~ substantial changes or removal of substantial equipment from the Premises after the 2025 camping season ~~ended on November 15, 2025~~, or a failure to properly winterize ~~the Premises or secure the Camp Ground Operations~~ after the 2025 camping season ~~ended on November 15, 2025~~. ~~WMD shall have until June 15, 2026 to notify the City of any necessary repairs or replacements.~~ Except as otherwise provided in this Lease, by taking possession of the Premises on the Commencement Date, WMD

shall be deemed to have accepted the Premises in its as-is and where-is condition and acknowledged that the Premises are in satisfactory condition and repair.

7. **Repair and Maintenance.** Until the termination of the Campground Operations Term, WMD shall keep, maintain, repair and replace the Premises, and each component of the Premises, including but not limited to any improvements, all grounds, shoreline, equipment, structures, and amenities, in good order, condition, and repair. WMD shall be responsible for normal, routine maintenance and care of the Premises including all necessary maintenance, repairs, and replacements of the electrical and plumbing systems servicing the Premises, as well as all normal, routine, and preventative maintenance and care of other electrical and plumbing systems servicing the Premises, as well as minor repairs of the same. WMD shall, at its own expense shall install and maintain fire extinguishers, other protection devices, and/or fire suppression or prevention facilities or systems as may be required by any agency having jurisdiction and the insurance underwriters insuring the Premises. Any repairs, replacements, systems, improvements, or alterations necessary or required for fire protection/suppression within the Premises shall be completed by WMD. WMD shall keep and maintain the Premises in accordance with the laws of the State of Michigan and in accordance with all directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of WMD, and WMD shall comply with all Legal Requirements, ordinance and otherwise, affecting the Premises.

At all times during the Term, all maintenance, repairs and/or replacements made to the Premises by or on behalf of WMD shall be made and performed (i) at WMD's cost and expense (subject to the limitations above), (ii) by fully licensed, insured, and bonded contractors and mechanics, (iii) in a good and workmanlike manner, (iv) with materials at least equal in quality, value, and utility to those being maintained, repaired and/or replaced in their respective original state, (v) in accordance with such reasonable requirements as City may impose with respect to insurance to be obtained by WMD or WMD's contractors with respect to such work, (vi) in compliance with all applicable Legal Requirements in all material respects, and (vii) free and clear of any mortgage, pledge, lien, encumbrance or security interest of any kind, including any Liens.

8. **Alterations, Additions, and Improvements.** Upon termination of the Campground Operations Term, WMD shall have the right, at its sole cost and expense, to make alterations, additions, and improvements to the Premises as WMD deems necessary or desirable for its use. WMD shall not be required to obtain City's consent, only in its capacity as City, for any such alterations, additions, and/or improvements. WMD is subject to all zoning ordinance requirements, Legal Requirements, and applicable governmental approvals.

9. **Covenant Against Liens.** WMD has no express or implied authority to create or place, or permit to be placed, any mechanic's lien, construction lien, charge, order for payment of money, or any other lien or encumbrance of any kind whatsoever (a "Lien") upon, or in any manner to bind the interest of City or WMD in, the Premises, or any other part of the Premises for any claim in favor of any person dealing with WMD, including those who may furnish materials or perform labor for any construction or repairs, and will not subject the Premises, or any part thereof or City's interest in the Premises to any Liens of any kind. WMD shall at all times keep the Premises, free from any and all Liens arising out of any work performed, materials furnished, or obligations incurred by or for WMD or any of WMD's Agents. If any Lien is filed as a result of the act or omission of, or work performed by or at the direction of, WMD or any of WMD's Agents, WMD will cause such Lien to be immediately discharged, but in no event later than fifteen (15) days after notice from City thereof. If WMD fails to cause the Lien to be fully discharged and released within the 15-day period, then, in addition to any other right or remedy, City will be entitled, but not obligated to, discharge the same by paying the amount claimed to be due or by deposit or bonding proceedings. WMD will indemnify and save City and City's Agents harmless from all Losses (defined below) to the extent arising from any Liens filed as a result of the act or omission of, or work performed by

or at the direction of, WMD or any of WMD's Agents, or arising from WMD's failure to timely discharge same. WMD shall reimburse City for any and all reasonable costs and expenses which may be incurred by City by reason of the filing of any such Liens and/or the removal of same, such reimbursement to be made within 10 days after receipt of a statement from City setting forth the amount of such costs and expenses.

10. **Compliance with Legal Requirements.** WMD shall, at its sole cost and expense, comply with all Legal Requirements insofar as it relates to the use of the Premises by WMD and WMD's managers, directors, contractors, officers, employees, agents, invitees, or assignees (the "WMD's Agents"). WMD shall be responsible for ensuring that all applicable covenants, restrictions, easements, zoning and other Legal Requirements in effect as of the date hereof and as of the Commencement Date permit the use of the Premises for the above Use(s) and uses incidental thereto.

11. **Expenses.** WMD shall be responsible for all Operating Costs for the Premises, which will mean all costs, expenses, fees, sums, and disbursements (and taxes thereon) of any kind or nature whatsoever incurred in connection with the leasing, operation, cleaning, repair, safety, management, security or maintenance of the Premises that City or WMD shall pay or become obligated to pay, including, but not limited to, (A) property management fees; (B) wages and salaries of all employees engaged in the operation, maintenance, or security of the Premises, including all taxes, insurance and benefits relating to such employees; (C) WMD's Insurance with respect to the Premises of every kind and nature; (D) energy costs, including cost of heating, air conditioning, gas and electrical service; (E) water, sewer, and other utility costs; (F) the cost of interior and exterior repairs, maintenance, replacements (including capital repairs and replacements), and painting, including, without limitation, all maintenance, repair and replacement, as well as repairs, replacements, and maintenance of all parking areas on or servicing the Premises, including, without limitation, snowplowing, snow and ice removal, and parking lot striping and resurfacing; (G) the cost or rental of all supplies, tools, materials, and equipment; (H) the cost of cleaning and sanitary control, dumpsters, and removal of trash, rubbish, garbage, and other refuse from the Premises; (I) charges of independent contractors performing work included within this definition of Operating Expenses; (J) legal, accounting, and other professional fees and disbursements incurred in connection with the operation and management of the Premises; (K) costs and expense of fire suppression systems and other safety and/or security systems and repairs and maintenance thereof; (L) gardening, landscaping, and irrigation costs and repairs, including, without limitation, lawn maintenance, fertilizer costs, sprinkler system costs; snow and ice removal from the Premises; (M) licensing and permitting fees, costs, and expenses incurred in connection with the operation of the Premises; and (N) all real estate taxes, assessments of any kind (special or otherwise), real property taxes, sewer and water rents, rates and charges, and any other governmental levies, impositions and charges of a similar nature, which may be levied, assessed or imposed on or in respect of all or any part of the Premises, whether or not the same constitute one or more tax lots.

12. **Services and Utilities.**

(a) All lines and current utility connections at the Premises are taken "As-Is, Where-Is." WMD shall be responsible for the installation of any supply runs, hook-ups to WMD-owned or leased equipment, fixtures, or trade fixtures, pipes or other facilities required for services from the connection points currently provided within and throughout the Premises.

(b) WMD will be responsible for all costs and charges of all water, sewer, electricity, gas, trash removal, janitorial, security services, cable, telephone, internet, and any other utility service of any kind provided to or used at the Premises (together, "Services"). WMD will directly pay, without penalty or delinquency, for any and all such Services provided to or used at the Premises, to the extent separately metered. Notwithstanding anything to the contrary herein,

WMD's responsibility for all costs and charges of all Services shall begin upon the Commencement Date.

13. Environmental Compliance.

(a) WMD represents and warrants that (i) it will conduct its activities on the Premises in compliance with all applicable Environmental Laws and Environmental Permits; (ii) WMD will not, nor will it allow any guests, agents, or invitees to bring any hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, or any other substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any Environmental Laws (collectively called "Hazardous Substances"), onto or into the Premises or any part of the Premises; and (iii) the Premises will not be used by WMD to emit through ground, water or air, or to refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat or transport, Hazardous Substances; provided, however, WMD may have limited quantities of Hazardous Substances used or stored at the Premises to the extent required in connection with its routine operations at the Premises, and then only in strict compliance with all applicable Environmental Laws and Environmental Permits.

(b) City shall not be responsible for any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees and costs, that City or City's managers, directors, contractors, officers, employees, agents, guests, invitees, or assignees ("City's Agents") may incur or suffer arising from or related to (i) the existence or discovery of Hazardous Substances on the Premises or released into the environment that are caused by the acts, omissions, or negligence of WMD or WMD's Agents or by the use of the Premises or any of the Common Areas by WMD or WMD's Agents, (ii) any Environmental Claim arising from the acts, omissions, or negligence of WMD or any of WMD's Agents, or (iii) WMD's breach of any of the above representations and warranties. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remedial, removal or restoration work required.

(c) For purposes of this Section, "Environmental Laws" means any federal, state, or local statute, law, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, health, safety, or Hazardous Substances in any way; "Environmental Claims" means any and all administrative, regulatory, or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders, or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, clean up, removal, response, remedial, or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive relief resulting from Hazardous Substances or arising from alleged injury or threat of injury to health, safety, or the environment; and "Environmental Permits" means all permits, approvals, identification numbers, licenses, and other authorizations required under any applicable Environmental Law.

14. Indemnification. WMD shall defend, indemnify and hold City, its successors, subWMDs, assigns, officers, directors, shareholders, members, managers, employees and agents, harmless from and

against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with: (i) WMD's use or occupancy of the Premises, (ii) any breach by WMD, WMD's agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) any act or omission of the WMD, or WMD's agents, contractors, employees, customers, invitees or licensees. WMD's liability under this Lease extends to the acts and omissions of any subWMD, and any agent, contractor, employee, customer, invitee or licensee of any subWMD. In case any action or proceeding is brought against City by reason of any such claim, WMD, upon written notice from City, will, at WMD's expense, resist or defend such action or proceeding by reasonable counsel chosen by City in writing.

15. **Assignment and Subletting.** Neither Party shall assign all or any portion of its rights and obligations contained in this Agreement, including WMD's Campground Operations, without the express prior written approval of the other party, which approval [_____]. (the foregoing herein collectively called "**Transfers**"). The foregoing notwithstanding, if WMD is not in default of this Lease and the assignee will operate the premises as a port, City's consent shall not be required and the assigning WMD shall be released from liability under this Lease for any Transfer: (a) to any parent, subsidiary or entity related or affiliated with WMD that has substantially the same net worth as WMD; (b) made as part of a sale of all or substantially all of WMD's assets, merger, consolidation or reorganization of WMD, or transfer as part of the sale of the stock of, an interest in or the assets or property of WMD or of a transferee to whom City has consented; or (c) to a transferee to whom City has consented or the parent, subsidiary or entity related or affiliated with WMD or such transferee (each, a "**Permitted Transfer**"), provided that in the event of any Permitted Transfer, (i) the successor WMD shall have a net worth equal to or greater than WMD at the time of the Permitted Transfer, (ii) WMD shall have first provided sixty (60) days prior written notice of the Permitted Transfer, and (iii) the Profit-Sharing Agreement between City and WMD dated XX/XX/2025 is simultaneously assigned to the same entity (the "**Profit-Sharing Agreement**").

16. **Default.** The following events shall be deemed to be events of default (each, a "**Default**") by WMD under this Lease: (a) WMD fails to pay Rent or Additional Rent within ten (10) days following written notice from City that such payment is overdue; (b) WMD breaches or otherwise fails to perform any other term or obligation under this Lease or violates any Legal Requirement, and such breach, violation, or failure shall continue for 30 days after written notice from City (unless such default is not reasonably capable of being cured within such thirty (30) day period, City may exercise all remedies available to City at law and equity); provided, however, that if the cure cannot be completed within 30 days and WMD promptly commences such cure upon receipt of City's notice and thereafter diligently pursues such cure to completion, WMD shall be afforded the benefit of such additional period of time as may be necessary to complete such cure, but in no event more than an additional 45 days (or such lesser applicable period if required under any applicable Legal Requirement; (c) WMD files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, or shall seek or consent to or acquiesce in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of WMD or of all of any substantial part of WMD's properties or of the Premises; (d) WMD shall attempt or there shall occur any assignment, subleasing or other Transfer of WMD's interest in or with respect to this Lease or the Premises except as otherwise expressly permitted in this Lease; (e) WMD shall fail to timely discharge any Lien pursuant to Section 9 above; (f) WMD dissolves or otherwise fails to maintain its legal existence; (g) WMD is in default of the Profit-Sharing Agreement; or (h) WMD fails to continuously maintain any insurance required to be maintained by WMD pursuant to this Lease or such insurance shall be canceled or terminated or shall expire or shall be reduced or materially changed and such required insurance coverage is not restored within forty-eight (48) hours.

17. City's Remedies Upon Default.

(a) In the event of any Default by WMD as set forth in Section 16 above, City, at its option, may exercise any and all of its rights and remedies provided in this Lease, as well as any or all rights and remedies available at law or in equity. Included among City's remedies is the right to terminate this Lease and/or WMD's right of possession of the Premises by any lawful means, in which case WMD shall immediately surrender possession to City. Any and all third party out-of-pocket costs, expenses and disbursements, of any kind or nature, reasonably incurred by City in connection with the successful enforcement of any and all of the terms and provisions of this Lease, including attorneys' reasonable fees (through all appellate proceedings), shall be due and payable, as Additional Rent, upon City's submission of an invoice therefore. If WMD shall be in Default under this Lease, City may cure the Default at any time for the account and at the expense of WMD. If City cures any Default on the part of WMD, WMD shall reimburse City, upon demand, for any third party out-of-pocket amount reasonably expended by City to effectuate the cure, including, without limitation, reasonable attorneys' fees.

(b) The rights and remedies of City set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time. No delay or omission by City in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default. No waiver of Default shall extend to or affect any other Default or impair any right or remedy with respect thereto, and no waiver of a Default shall be effective unless it is in writing and signed by City.

(c) Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity shall affect City's right of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of WMD, and all rights to indemnification and all other obligations of WMD intended to be performed after termination of this Lease shall survive termination of this Lease

18. City Default; Remedies. If City fails to perform any obligation under this Lease and such failure continues beyond a reasonable period of time, not to exceed thirty (30) days after City's receipt of written notice from WMD specifying in reasonable detail the nature of such failure (unless such default is not reasonably capable of being cured within such thirty (30) day period and City is diligently prosecuting such cure to completion) ("**City Default**"), WMD may, by written notice to City, elect to cure the City Default and City shall, on demand, reimburse WMD for the cost of curing the City Default. Additionally, in the event City's default cannot be cured as set forth herein, WMD may exercise all remedies available to WMD at law and equity.

19. Termination; Surrender of Possession.

(a) City shall have the right to terminate this Lease upon written notice to City in the event that either Party terminates the City Acquired Property Purchase Agreement prior to the closing of its purchase of the City Acquired Property. Neither Party shall have any further rights or obligations, hereunder, except for those that expressly survive termination of this Lease.

(b) WMD shall have the right to terminate this Lease upon 60 days written notice to the City. Such termination shall not take effect during the camping season, defined as April 15th to

October 15th. Neither Party shall have any further rights or obligations, hereunder, except for those that expressly survive termination of this Lease.

(c) Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, WMD shall (a) remove all of its personal property from the Premises and repair any damage to the Premises caused by such removal; and (b) surrender possession of the Premises to City clean and undamaged, normal and customary wear and tear, casualty event, and eminent domain excepted.

20. **Insurance; Release.** By this Section, City and WMD intend that the risk of loss or damages described in this Section shall be borne by responsible insurance carriers licensed in the state of Michigan, to the extent provided in this Lease.

(a) WMD shall maintain, at its sole cost and expense, insurance coverage customary for properties of similar use and nature, including but not limited to comprehensive general liability insurance, property insurance covering improvements and personal property, and any other insurance required by applicable laws or reasonably required by City and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days prior written notice.

(b) WMD's insurance policies shall name City as an additional insured. Following City's written request, WMD shall deliver to City evidence of its required insurance coverage.

(c) All insurance required to be maintained by WMD herein shall be with an insurance company authorized to do business in the State of Michigan, with a rating of at least "A" or better, unless otherwise approved by City in writing, and a copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to City prior to commencement of the Term and upon renewals not less than 30 days prior to the expiration of such coverage. Such policies shall also provide that no act or default of any person shall render the policy void as to City or affect City's right to recover thereon. Such coverage shall be primary and noncontributory with any coverage that City or any other party may obtain. If, in the opinion of City's insurance advisor, the amount or scope of such coverage required to be carried by WMD hereunder is deemed inadequate at any time during the Term, WMD shall increase such coverage to such reasonable amounts or scope as City's advisor deems adequate. Prior to the Commencement Date, WMD shall submit to City insurance certificates demonstrating the required policies.

(d) The limits of insurance required by this Lease, or as carried by WMD, shall not limit the liability of WMD or relieve WMD of any obligation thereunder. Any deductibles selected by WMD shall be the sole responsibility of WMD.

(e) In the event that WMD fails to comply with the foregoing insurance requirements or to timely deliver to City copies of such policies and certificates evidencing the coverage required herein, City, in addition to any remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and WMD shall pay to City on demand all costs thereof, plus an administrative fee of ten percent (10%) of such costs.

21. **Compliance With Laws.** WMD, at its sole expense, shall comply with applicable laws, statutes, ordinances, rules, and regulations of all federal, state, county, city and local departments and agencies having jurisdiction over the Premises, including, without limitation all orders, judgments,

ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions of record now or hereafter applicable to the Premises, including all regulations imposed upon the City by the Michigan Department of Environment, Great Lakes, and Energy insofar as such regulations pertain to any of the promises or undertakings of WMD set forth in this Lease, and including making such alterations and modifications within or without the Premises that are required by Legal Requirements as the result of WMD's use or operation of the Premises (collectively, "Legal Requirements").

22. **Interruption of Services.** City does not warrant that any of the services or utilities referred to in this Lease will be free from interruption, curtailment, or suspension, WMD acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations, or improvements, or by reason of causes beyond the control of City. City shall not be liable to WMD in damages or otherwise.

23. **Signs.** WMD may erect, maintain and remove such signs as it deems necessary, appropriate or desirable to its operations in, on or about the Premises, provided that the signs are in compliance with all governmental regulations.

24. **Taxes.** WMD shall be pay or discharge all real estate taxes, assessments, liens, bond obligations, license fees or taxes levied or assessed by any lawful authority against the Premises during the Term. WMD shall also be responsible for any costs, penalties, interest, or fines that may arise due to the WMD's failure to pay such amounts in a timely manner. Additionally, if this Lease is deemed a 'transfer' of the Premises under MCL 211.27a, WMD shall be responsible for any resulting increase in or assessment of such real estate taxes. WMD shall pay when due and before the same become delinquent any personal property taxes levied on WMD's merchandise, equipment, inventory, furniture, and other personal property and contents at the Property.

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

To City: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager
Email: jonathan@shorelinecity.com (or the then current City Manager's email)

w/ copy to: Parmenter Law
601 Terrace St.
Muskegon, MI 49440
Attn: Muskegon City Attorney

To WMD: West Michigan Dock & Market Corporation
560 Mart St.
Muskegon, MI 49440
Attn: Max McKee, President
Email: MMcKee@sandproductscorp.com

w/ copy to: Warner Norcross + Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 49503
Attn: Rob Davies
Email: rdavies@wnj.com

26. **Successors and Assigns.** The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of City and WMD and their respective permitted successors and assigns.

27. **Subordination; Attornment.** Provided that WMD is provided with a signed non-disturbance and attornment agreement in form and substance reasonably acceptable to WMD, this Lease shall be subject and subordinate at all times to any ground lease, mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of the Property. To confirm WMD's subordination, WMD agrees, within ten (10) days after written request, to execute and deliver a subordination, non-disturbance and attornment agreement in form and substance reasonably acceptable to WMD.

28. **Option to Purchase.**

(a) Beginning on January 1, 2028, and continuing until the end of the Term unless terminated sooner ("**WMD Option Term**"), City grants to WMD the exclusive option to purchase the Premises or any Additional Leased Parcel acres, excluding the Conversion Property, upon the terms and conditions contained in this Section ("**WMD Option**").

(b) The Parties expressly intend that, upon WMD's exercise of the WMD Option, the Rent shall constitute the economic consideration for the WMD Option ("**Purchase Price**").

(c) WMD may exercise its WMD Option at any time during the WMD Option Term, provided that the following conditions are satisfied:

- i. The Purchase Price is paid in full (including both Rent payments and Additional Rent payment);
- ii. WMD is not in default of this Lease; and
- iii. The City of Muskegon acquired fee simple title to the Neighboring Property. The City of Muskegon may, in its sole discretion select an alternate property to satisfy this condition, but there shall be no obligation to do so.

(d) The closing ("**Closing**") shall take place at the offices of a Title Company (defined below) or by whatever method, including by electronic exchange of documents, that WMD and City mutually determine. The Closing shall take place at a time and date to be selected by WMD, but in no case later than forty-five (45) days after WMD exercises the WMD Option ("**Closing Date**").

(e) At any time during the Term of this Lease, WMD shall be permitted to undertake a due diligence investigation of the Premises, including review of surveys, engineering plans, title policies/commitments, environmental reports and other documents related to the Premises which are in City's possession. WMD shall also be permitted to obtain, at its sole cost and expenses, its own surveys, environmental reports and building inspections of the Premises. WMD acknowledges and agrees that it shall acquire the Premises in its then current "AS IS," "WHERE IS" condition without any representations or warranties from City. WMD shall cause and require all of its representatives and consultants to comply with all applicable health, safety, and environmental laws, rules, regulations, and ordinances while on the Premises.

(f) Within twenty (20) days after WMD exercises its WMD Option, City will cause a title commitment covering the Premises or any Additional Leased Property acres, excluding the Conversion Property ("**Title Commitment**") to be prepared and delivered to WMD by Transnation Title Agency, of 570 Seminole Rd #102, Muskegon, MI 49444 ("**Title Company**"). WMD will have ten (10) business days after receipt of the Title Commitment to notify City in writing of WMD's disapproval of any Schedule B exceptions shown on the Title Commitment ("**Disapproved Exceptions**"). If, on or before Closing, the Title Company notifies City or WMD of any Schedule B exception in addition to the Schedule B exceptions shown in the Title Commitment ("**Additional Exceptions**"), the ten (10) business day period with respect to Additional Exceptions will run from the date WMD is given notice of such Additional Exceptions. City will have thirty (30) days from the date of receipt of any notice of disapproval to cause the Disapproved Exceptions to be removed from the Title Commitment or cause the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, during which time the Closing will be delayed as necessary. If City is unwilling or unable to modify, remove or obtain a commitment for title insurance over Disapproved Exceptions within such period, WMD will notify City within five (5) days from the expiration of such thirty (30) day period whether WMD will either: (i) proceed to Closing and take title to the Premises subject to the Disapproved Exceptions, in which case the Disapproved Exceptions will be deemed to have been waived by WMD, or (ii) terminate its exercise of its WMD Option. The Closing Date will be delayed as necessary to permit the completion of all time periods provided for under this paragraph. Upon conveyance of title to WMD on the Closing Date, City shall purchase a policy of title insurance to be issued pursuant to the Title Commitment, insuring WMD's fee simple absolute title in the Premises in the amount of the Purchase Price, which policy of title insurance shall not contain any exceptions other than those shown on the Title Commitment and not objected to by WMD as Disapproved Exceptions.

(g) At the time of Closing, City shall execute and deliver to WMD a quitclaim deed conveying good, clear and marketable title to the Premises subject to easements, restrictions, interests, and reservations of record; taxes and assessments not yet due and payable; and any matters that would be disclosed by an accurate ALTA/NSPS Land Title Survey. Provided, however, that the quitclaim deed shall include a use restriction to prohibit any development or construction from occurring within 25 feet of the high water line on the western portion of the Premises and in the immediately adjacent bottomlands in order to preserve the natural integrity and environmental quality of Muskegon Lake.

(h) If the Title Company requires a survey to remove any standard exceptions to title, WMD, at its own expense, shall obtain and provide such survey. For purposes of this WMD Option, WMD shall be responsible for all taxes and assessments with respect to the Premises.

(i) Transaction costs contemplated by this Lease will be paid on or prior to Closing on the following basis: (i) City will be solely responsible for the cost of the title insurance policy, any special title insurance endorsements City may obtain over any Disapproved Exceptions, the cost of recording any title clearance documents or collateral discharges, all transfer taxes or stamps on the quitclaim deed (if applicable), half of all closing fees or escrow fees charged by the Title Company, and the fees and expenses of City's attorneys and its designated representatives; (ii) WMD will be solely responsible for the cost of any special title insurance endorsements requested by WMD, any survey, the cost of all recording fees for the quitclaim deed, half the costs of all closing fees or escrow fees charged by the Title Company, the cost of all environmental assessments, inspections, investigations and tests by WMD, and the fees and expenses of WMD's attorneys, accountants, engineers, and consultants.

(j) At Closing, City and WMD shall deliver to the other such other documents or instruments as shall reasonably be required by such party's counsel or by the Title Company to consummate the transaction contemplated herein or to issue the policy of title insurance which, in the other party's counsel's opinion, does not increase such parties' liability or decrease such parties' rights or which are customarily provided in the sale and purchase of real estate similar to the Premises.

29. **OFAC Representation.** WMD represents and warrants to City that WMD is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Premises and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto. WMD hereby certifies that: (i) WMD is not acting, directly or indirectly, of or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) WMD is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

30. **Obligations Survive.** All obligations arising prior to the termination of this Lease and all provisions of this Lease allocating responsibility or liability between the parties, including without limitation the indemnity provisions, shall survive the termination of this Lease.

31. **Memorandum of Lease.** City shall, upon the mutual agreement of the parties, enter into and record a memorandum or notice of this Lease reasonably satisfactory to City and WMD, and WMD shall be responsible for the preparation thereof, and the cost of recording the same.

32. **Waiver of Security Interest.** City waives any security interest in and to all City's liens over WMD's goods, inventory, trade fixtures and all other personal property, whether statutory, consensual or equitable.

33. **Counterparts.** This Lease may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Lease, shall be deemed to have the same legal effect as original signatures on this Lease.

34. **Litigation Costs.** In connection with any dispute or litigation between the parties arising under this Lease, the nonprevailing party shall pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in successfully enforcing the nonprevailing party's obligations or successfully defending the prevailing party's rights under this Lease against the nonprevailing party.

35. **Non-Binding Arbitration Prior to Litigation.** Any dispute or matter arising in connection with or relating to this Lease shall first be submitted to non-binding arbitration before either party may initiate a proceeding in Circuit Court. The non-binding arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to the facts, and shall not be consolidated in any non-binding arbitration or other proceeding with any claim or controversy of any other party. Participation in the non-binding arbitration process shall be a condition precedent to the filing of any legal action in Circuit Court. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Muskegon County, Michigan.

36. **Miscellaneous.** This Lease may be modified only by a written instrument signed by both parties. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge, or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not any other breach, whether prior or subsequent thereto. This Lease shall be governed by and construed in accordance with the laws of the state of Michigan. If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect. This Lease may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. This Lease shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

[Signature Page Follows]

The parties have caused this Lease to be executed as of the date first indicated above.

CITY
CITY OF MUSKEGON

WMD
WEST MICHIGAN DOCK & MARKET
CORPORATION

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

Exhibit A

Legal Description of 501 E. Western Avenue

CITY OF MUSKEGON COM AT INTERSECTION OF N LN OF BLK 551 & W LN OF E WESTERN AVE TH N 65 DEG 55 MIN W 200 FT TH N 78 DEG 45 MIN W 50 FT TH N 11 DEG 15 MIN E 600 FT TH N 78 DEG 45 MIN W TO CENTER OF MUSKEGON LAKE TO A POINT TO BE HEREINAFTER REFERRED TO AS PT A RECOMMENCE AT POB TH SLY ALG W LN OF E WESTERN AVE 140 FT TH N 80 DEG 30 MIN W 123.06 FT TH N 76 DEG 00 MIN W TO CENTER OF MUSKEGON LAKE TH NLY ALG CENTER OF MUSKEGON LAKE TO POINT A BEING ENTIRE BLK 551 TH NLY 90 FT OF BLK 552 & PART OF BLKS 547 548 & 549 SUBJ TO AFFIDAVIT CONCERNING ASSIGNMENT OF ESMT 2320/960 SUBJ TO ESMT RECORD IN L/P 3673/635

Exhibit B
Legal Description of the Premises

CITY OF MUSKEGON COM AT INTERSECTION OF N LN OF BLK 551 & W LN OF E WESTERN AVE TH N 65 DEG 55 MIN W 200 FT TH N 78 DEG 45 MIN W 50 FT TH N 11 DEG 15 MIN E 600 FT TH N 78 DEG 45 MIN W TO CENTER OF MUSKEGON LAKE TO A POINT TO BE HEREINAFTER REFERRED TO AS PT A RECOMMENCE AT POB TH SLY ALG W LN OF E WESTERN AVE 140 FT TH N 80 DEG 30 MIN W 123.06 FT TH N 76 DEG 00 MIN W TO CENTER OF MUSKEGON LAKE TH NLY ALG CENTER OF MUSKEGON LAKE TO POINT A BEING ENTIRE BLK 551 TH NLY 90 FT OF BLK 552 & PART OF BLKS 547 548 & 549 EXC EASTRLY 472FT
SUBJ TO AFFIDAVIT CONCERNING ASSIGNMENT OF ESMT 2320/960 SUBJ TO ESMT RECOR'D IN L/P 3673/635

Exhibit C
Equipment List

Exhibit D
Legal Description of the TSW Parcel

CITY OF MUSKEGON REVISED PLAT OF 1903 THAT PART OF BLK 567 LOT 2 & BLK 563 LOT 9, DESCRIBED AS FOLLOWS: WLY LN COM AT SE COR OF SAID BLK 566 BEING THE NW COR OF 3RD & WESTERN AVE FOR POB THEN 1,944 FT NWLY ALG THE SW LINE OF 3RD ST TO NW COR OF LOT 9, BLK 563 ALSO W 100 FT & N 200 FT LOT 9 BLK 563 NW OF CURVE OF TERRACE PT RD SUBJ TO ESMNTS/COVENANTS L/P 3609/137

Exhibit E
Option Agreement Neighboring Property

Exhibit F
Assignment Agreement for
Option Agreement Neighboring Property

Exhibit G

Mart Dock Deed Restriction

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (“Declaration” is hereby declared, imposed, and made effective as of the _____ day of _____, 202__ by West Michigan Dock and Market Corporation (“WMD”), whose address is 560 Mart St., Muskegon, MI 49440, and the City of Muskegon (the “City”), whose address is 933 Terrace St., Muskegon, MI 49440 (individually a “Party,” together the “Parties”).

RECITALS

- A. The Parties have entered into a Development Agreement that includes the purchase, sale, and leasing of various real property between the Parties. As an integral part of the Development Agreement, cessation of certain activities on the Property is required.
- B. WMD is the owner of certain real property and improvements situated in the City of Muskegon, County of Muskegon, and State of Michigan more particularly described on Exhibit A, attached hereto and made a part of this Declaration (the “Property”).
- C. To facilitate and implement the Development Agreement, the Parties desire to impose certain covenants, conditions, restrictions, and reservations upon the Property that will promote and provide benefit to the City of Muskegon.

NOW, THEREFORE, to further the intentions and desires of WMD set forth in the above Recitals, which are incorporated herein, WMD does hereby impose the following conditions, covenants, restrictions and reservations on the Property.

- 1. The Property is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the restriction that any use of the Property for port operations of any kind, including but not limited to cargo handling, container storage, loading or unloading of freight, and related logistical support, except that the Property may be used as a port solely for the embarking and disembarking of cruise ship and other commercial excursion vessel passengers and associated cruise and excursion-related activities, and recreational boat storage, service, and repair. No other port-related uses shall be permitted under this exception. This exception shall in no way prohibit the development and operation of private or public marina services at the Property.
- 2. All subsequent owners of any interest in the Property, including but not limited to a land contract or lease interest in the Property or any part thereof (the “Successors”) are hereby

deemed to have received record notice of the existence of this Declaration imposed on the Successors from their grantor, seller, licensee, occupiers, lessor or predecessor in interest in the Property.

3. The conditions, covenants, restrictions, and reservations on the Property under this Declaration (collectively the “Restrictions”) shall be imposed upon and control the use of the Property by the following (each an “Owner”): (a) WMD; (b) the initial purchaser from or successor to the interest of WMD; (c) all Successors; and (d) all other parties and persons claiming an interest in the Property. The Restrictions shall be enforceable by the City against the Owner during such Owner’s period of seisin, title, or interest in and to the Property.
4. The Restrictions against the Property and all rights and remedies of the City under this Declaration shall survive and not be merged into the interests of WMD that are conveyed to an Owner under any instrument of conveyance, assignment, or lease.
5. This Declaration and the rights and remedies of the City under this Declaration, at law or in equity, shall run with the land.
6. All references in this Declaration to WMD or the City shall include the successors and assigns of either Party without prior requirement of consent by any Owner.
7. The City shall have the exclusive right to enforce the Restrictions under this Declaration, however, if the City shall fail to do so from time to time, such failure shall not act as a waiver of the right to enforce these Restrictions as to any violation thereof. Any Owner will require the consent of the City to remove, amend, or modify the Restriction.
8. In addition to all other remedies, the City shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of this Declaration.
9. Acceptance by any Owner of an interest in any portion of the Property shall constitute the agreement of such persons, persons, or entity of continued compliance with this Declaration.
10. This Declaration is to be governed by and construed in accordance with the laws of the State of Michigan. In the event that any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

City – City of Muskegon

WMD – West Michigan Dock & Market Corporation

By: _____
Name: Kenneth Johnson
Title: Mayor
Date: _____, 2025

By: _____
Name: Max B. McKee
Title: President
Date: _____, 2025

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____, 2025

Exhibit H

Profit Sharing Agreement

Exhibit I

City Acquired Property Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made by and between West Michigan Dock & Market Corporation, a Michigan corporation, of 560 Mart St., Muskegon, MI 49440 ("Seller"), and City of Muskegon, a Michigan municipal corporation, of 933 Terrace St, Muskegon, MI 49440 ("Buyer") (collectively the "Parties"), with reference to the following facts:

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

1. **Sale of Premises.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, and assign and Buyer agrees to purchase, a portion of real estate located in the City of Muskegon, County of Muskegon, State of Michigan (Parcel No.: 61-24-205-567-0002-00), and further described on the attached **Exhibit A**, together with all the improvements, fixtures, easements, and appurtenances associated with such Premises, but subject to all easements, matters, and building and use restrictions apparent or of record, zoning ordinances, and any Permitted Exceptions (collectively, the "Premises").
2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be determined by an independent, licensed appraiser mutually selected by the Parties, whose appraisal ("City Acquired Property Appraisal") shall be conducted at the Parties' joint expense, with the cost allocated equally between the Parties. The Appraiser shall consider the restrictions in Sections 4(a) and 4(b) of the Development Agreement between the Parties when determining the value of the City Acquired Property. The Parties' obligations under this Agreement will be contingent on the receipt of the City Acquired Property Appraisal that is satisfactory to each Party, in its sole discretion. If either Party deems the initial City Acquired Property Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of the initial City Acquired Property Appraisal. Upon such notice, the Parties shall each select an additional independent, licensed appraiser. Both of the additionally selected appraisers shall independently appraise the City Acquired Property. The final appraised value shall be the average of the two appraisals provided by the two additionally selected independent appraisers. The costs of the additional independent appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.
3. **Inspection Period.** As used in this Agreement, the term "Inspection Period" means the period commencing on the Effective Date and ending at 5:00 p.m., Eastern Time, on the date that is sixty (60) days thereafter; provided, however, Buyer may extend the expiration of the Inspection Period for up to thirty (30) days by delivering written notice to Seller prior to the expiration of the initial 60-day Inspection Period.
4. **Title; Survey; Deed Restriction.**
 - a. As evidence of title to the Premises, Buyer shall, within fourteen (14) days following the full execution of this Agreement, order from Transnation Title, whose address is 570 Seminole Rd #102, Muskegon, MI 49444 ("Title Company"), a commitment ("Title Commitment") to issue an owner's title insurance policy insuring the Premises in the amount of the Purchase Price, without the standard printed exceptions to the extent the same can be removed by delivery of an executed owner's affidavit in form requested by the Title Company, which shall be in a form approved by the American

Land Title Association ("ALTA"). Within thirty (30) days following the last to occur of (i) Buyer's receipt of the Title Commitment, and (ii) Buyer's receipt of the Survey, but in no event later than the end of the Inspection Period, Buyer shall notify Seller in writing if the Title Commitment discloses any requirements, exceptions, or other matters not acceptable to Buyer or if the Survey (defined below) is not acceptable to Buyer (individually and collectively, a "Defect"). If Buyer fails to notify Seller of such objections within such period, Buyer shall be deemed to have waived any objection and accepted all exceptions. Seller shall notify Buyer within three (3) business days after Seller's receipt of Buyer's objections whether or not Seller is willing to cure Buyer's objections. Seller's failure to respond to such objections shall be deemed an election by Seller not to remove or cure any such title objections. If Seller fails or refuses to remove any Defect or satisfy any requirement on the Title Commitment, Buyer may: (y) proceed to Closing, waiving the Defect or requirement at issue; or (z) terminate this Agreement by a written notice to Seller. The Parties shall use commercially reasonable efforts to satisfy the requirements set forth in the Title Commitment on or before the Closing Date. The term "Permitted Exceptions" means (A) applicable zoning ordinances and building codes of record; (B) current taxes and assessments not yet due and payable as of Closing; and (C) any matters and exceptions revealed on the Title Commitment that Buyer (y) does not object to as provided herein, or (z) initially objects to but later accepts by proceeding to Closing.

- b. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Premises which is certified to Buyer, Buyer's lender, and the Title Company insuring the transaction along with its underwriter ("Survey"). If a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of affecting a remedy within 30 days after disclosure. Buyer may elect to purchase the Premises subject to said encroachment or variation.
 - c. **Deed Restriction.** The Parties agree that the Deed (as defined below) shall include a deed restriction that prohibits the Buyer from using the area along the perimeter of the Premises, as depicted on **Exhibit C** ("Restricted Riparian Area"), in a manner that would impede or otherwise prohibit vessel docking and launching.
5. **Buyer's Contingencies and Other Closing Requirements.** Buyer's obligation to purchase the Premises and the remainder of Buyer's obligations under this Agreement shall be subject to its approval of each contingency set forth below (collectively, the "Buyer Contingencies"). The Buyer Contingencies are for the sole benefit of Buyer. The satisfaction or waiver of each of the Buyer Contingencies, in Buyer's sole discretion, is a condition precedent to the Closing. This Agreement may be terminated by Buyer upon written notice to Seller as a result of Buyer's disapproval of any of the Buyer Contingencies in its discretion. If this Agreement is so terminated, neither Seller nor Buyer shall have any further liability to the other under this Agreement.
- a. **Inspections.** On or before the end of the Inspection Period, Buyer's satisfaction, in its sole discretion, with the results of all inspections of the Premises that Buyer desires, to be performed at Buyer's discretion and expense, including, but not limited to,

compliance of the Premises with applicable laws, ordinances and regulations; the physical condition of the Premises and the improvements thereon; the environmental condition of the Premises; to determine whether any necessary zoning exceptions, variances, or conditional use permits may be obtained; to determine whether the Premises may be developed as intended by performing any soil compaction or other necessary geological or engineering or architectural analysis; and to obtain necessary governmental permits and approvals for Buyer's intended use and development of the Premises. The foregoing Buyer Contingency shall be deemed approved and waived by Buyer upon the expiration of the Inspection Period, unless Buyer has previously exercised its right of termination hereunder.

- b. **Documents to be Provided by Seller.** Within seven (7) business days following the Effective Date, to the extent in the possession of Seller, Seller shall deliver to Buyer copies of the following documentation, along with such other documents as Buyer may reasonably request within seven (7) business days of such request, all to the extent within Seller's possession (the "Premises Documents"), for Buyer's review and approval, in its sole discretion:
- i. all plans and specifications, soil, engineering, environmental reports and studies or architectural notices, studies, reports or plans, and all other reports concerning the Premises or any portion thereof which relate to the physical condition or operation of the Premises (collectively, the "Plans and Reports");
 - ii. zoning and land use applications, site plan, land use and governmental approvals, city resolutions, permits, licenses, entitlements and other governmental, utility service provider and other quasi-governmental authorizations, including any certificates of occupancy that Seller now holds in connection with the ownership, planning, development, construction, use, operation or maintenance of the Premises and all amendments, modifications, supplements, general conditions and addenda thereto, and including any and all licenses, permits, or authorizations for any well, septic system, or private waste water treatment system on or serving the Premises (collectively, the "Licenses");
 - iii. all written guarantees, representations and/or warranties, made to or inuring to the benefit of Seller regarding the Premises or its operation ("Warranties"). Seller shall also cause to be delivered to Buyer copies of all written contracts and other agreements currently in effect relating to the Premises and/or the use thereof, together with any and all amendments, modifications or supplements thereto (collectively, the "Contracts");
 - iv. copies of any and all written notices received by Seller from any governmental or quasi-governmental authorities with respect to (A) violations or alleged violations of any License, law, code or regulation, including, without limitation, any health and sanitation, fire or building codes; (B) defects or other deficiencies in the Premises and (C) results of all inspections of the Premises;

- v. such other documents or items as Buyer may reasonably request during the Inspection Period in connection with its due diligence investigation of the Premises or the operation thereof.

The foregoing Buyer Contingency shall be deemed approved and waived by Buyer upon the expiration of the Inspection Period, unless Buyer has previously exercised its right of termination hereunder.

- c. **Date Down of Representations; No Breach of Covenants.** All representations and warranties of Seller pursuant to Paragraph 9 below shall be true and correct in all material respects as of the Closing Date and, prior to the Closing Date, there shall be no material breach of Seller's covenants or obligations under this Agreement.
 - d. **Title Policy.** The Title Company issuing a marked-up title commitment or proforma owner's title policy to be issued at the Closing, along with title insurance policy endorsements required by Buyer and to be obtained at Buyer's expense.
6. **Property Taxes; Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing, without proration. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.
7. **Closing.**
- a. **Closing; Closing Date.** The closing of the transaction contemplated herein (the "Closing") shall take place on a date mutually agreeable to Buyer and Seller ("Closing Date") that is within fourteen (14) days following Buyer's written notice to Seller that Buyer is prepared to close and has waived all of the Buyer Contingencies (other than those set forth in this Paragraph, but in no event later than ("Closing Deadline"). Closing shall be deemed to have occurred as of 12:01 a.m. local time on the date of the Closing Date. The Closing shall be held as an escrow closing at the Title Company, unless otherwise agreed in writing by the parties.
 - b. **Seller Closing Deliverables.** As a condition precedent to the Closing in favor of Buyer, Seller shall deliver or cause to be delivered the items set forth below in a timely manner to the Title Company:
 - i. duly executed and acknowledged warranty deed for the Premises in the form attached to this Agreement as **Exhibit B** ("Deed");
 - ii. duly executed non-foreign affidavit;
 - iii. Real Estate Transfer Tax Valuation Affidavit;
 - iv. payoff letters from the holders or claimants of, or with respect to, any monetary lien or mortgage affecting the Premises or any portion thereof that arises from Seller's acts or omissions;

- v. any and all transfer declarations or disclosure documents, duly executed by the appropriate parties, required in connection with the recordation of the Deed by any state, city, or county agency having jurisdiction over the Premises or the transactions contemplated hereby;
 - vi. a duly executed closing statement setting forth the Purchase Price and closing adjustments ("Closing Statement");
 - vii. a corporate resolution of the Board of Directors of Seller authorizing the closing of the transaction in a form reasonably acceptable to Title Company and Seller;
 - viii. any other documents reasonably required by the Title Company to consummate this transaction.
- c. **Buyer Closing Deliverables.** As a condition precedent to the Closing in favor of Seller, Buyer shall deliver or cause to be delivered in a timely manner to the Title Company the following:
- i. a sum equal to the Purchase Price less any credits against the Purchase Price and other adjustments provided for in this Agreement, plus any other sums required for costs to be paid by Buyer pursuant to the terms of this Agreement, all in immediately available U.S. funds;
 - ii. a duly executed counterpart of the Closing Statement; and
 - iii. any executed or other documents reasonably required by the Title Company or Seller to consummate this transaction.
- d. **Possession.** Seller shall deliver actual physical possession of the Premises to Buyer at Closing, free of all tenants and other occupants.

8. **Costs.**

- a. **Seller Costs.** Seller shall pay (i) any documentary transfer tax, revenue tax or excise tax (and any surtax thereon) due in connection with the consummation of this transaction; (ii) Seller's legal, accounting and other professional fees and expenses, and the cost of all certificates, instruments and documents required to be delivered, or to cause to be delivered, by Seller hereunder; (iii) fifty percent (50%) of all closing fees of the Title Company; (iv) any and all costs, expenses or fees associated with Seller's paying off of any loans or liens on the Premises that arise from acts or omissions of Seller.
- b. **Buyer Costs.** Buyer shall pay (i) all costs incurred by Buyer in connection with its investigation of the Premises, including site inspections or environmental audits; (ii) Buyer's legal, accounting, and other professional fees and expenses and the cost of all certificates, instruments, and documents required to be delivered by Buyer hereunder; (iii) fifty percent (50%) of all closing fees of the Title Company; and (iv) the fees for recording the Deed.

- c. **Cost of the Title Policy.** Buyer shall pay the cost of the premium for the Title Policy, including any special endorsements requested by Buyer which shall be paid by the Buyer.
 - d. **Other Costs.** Any other costs of the Title Company or of closing pertaining to this transaction not otherwise expressly allocated among the Parties under this Agreement shall be apportioned in the manner customary in Muskegon County.
9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing Date.
- a. **Organization; Authority; Enforceability; Conflict.** Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Michigan. This Agreement and all the documents and items to be executed and delivered by Seller pursuant to the terms of this Agreement (i) have been or will be duly authorized, executed and delivered by Seller; (ii) are or will be legal and binding obligations of Seller as of the date of their respective executions; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); and (iv) do not, and will not as of the Closing Date, violate any provision of any agreement to which such Seller is a party, any of such Seller's organizational documents or any existing obligation of or restriction on Seller under any order, judgment or decree of any state or federal court or governmental authority binding on Seller.
 - b. **Condition of Premises; Compliance with Laws.** To Seller's knowledge, there are no violations of any applicable laws, moratoria, initiative, referenda, ordinances, rules, regulations, codes, standards, judgments, orders, directives, injunctions, writs or decrees promulgated by any federal, state or local governmental body or by any quasi-governmental body having authority over Seller or the Premises or the operations thereof (collectively, "Laws"), and Seller has not received written notice of any such violations.
 - c. **Accuracy of Information.** To Seller's knowledge, the information provided to Buyer is true in all material respects and include complete copies (or summaries, with respect to verbal leases or contracts) of all material documents, contracts, warranties, licenses, and schedules with respect to the Premises that are in Seller's possession, and there are no other written material agreements or understandings to which Seller or any of its affiliates are a party or are bound relating to the Premises or their operation or use in Seller's possession other than as delivered or disclosed in writing to Buyer or disclosed on the Title Commitment.
 - d. **Litigation; Condemnation.** There are no (i) actions, suits or proceedings pending or, to Seller's knowledge, threatened before or by any governmental authority or other person, against or affecting Seller, any of its affiliates or the Premises or (ii) to Seller's knowledge, proposed or threatened eminent domain or similar proceedings which would affect the Premises in any manner whatsoever.

- e. **CC&Rs.** Seller has received no notice or complaint with respect to any violation of any covenant, condition or restriction applicable to the Premises.
- f. **Hazardous Materials.** To Seller's knowledge, other than the restrictions imposed by a certain Declaration of Restrictive Covenant for a Restricted Nonresidential (MDEQ Reference No.: RC-RRD-201-18-041), which is recorded at Liber 4184, Page 454 of the Muskegon County Register of Deeds ("Restrictive Covenant"): (i) there has been no release or threatened release of hazardous substances or hazardous materials (as those terms are defined in all applicable environmental laws) on, from, or onto the Premises; (ii) the Premises is not a "facility", as defined under applicable Michigan Laws, and is not subject to any environmental restrictions, easements, or other encumbrances; (iii) there are no underground storage tanks located at or under the Premises; and (iv) Seller has not received any notice, claim, demand, or other communication, written or oral, alleging that the Premises is or may be contaminated, subject to environmental restrictions, easements, or other encumbrances, that the Premises is or may be in violation of any applicable environmental laws, or that the Premises is the subject of any investigatory, remedial or cleanup action, order, or directive.
- g. **Third Party Consents.** Seller has the full right and authority to consummate the transactions contemplated by this Agreement, including, without limitation, assigning to Buyer the Warranties, Licenses, and Contracts, pursuant to the terms and conditions contained herein and no consents from third parties are required in connection therewith. No approval, authority, or consent of, or filing by, Seller with, or notification to, any federal, state, or local court, authority, or governmental or regulatory body or agency or any other corporation, limited liability company, partnership, individual, or other entity is necessary (a) to authorize the execution and delivery of this Agreement or any of the related agreements by Seller; or (b) to authorize the consummation of the transactions contemplated by this Agreement or any of the related agreements by Seller.
- h. **Foreign Person.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the United States Internal Revenue Code of 1986. Neither Seller nor any of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. "Prohibited Person" means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (B) a person or entity owned or controlled by, or acting for or 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; (C) a person or entity that is listed as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website www.treas.gov/office/enforcement/ofac; (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subsection (A), (B), (C) and/or (D).

No representation or warranty made by Seller in this Agreement shall merge into any instrument of conveyance delivered at the Closing, but shall survive the Closing.

10. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing Date:

- a. **Organization.** Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Michigan.
- b. **Authority; Enforceability; Conflict.** This Agreement and all the documents to be executed and delivered by Buyer to Seller or Title Company pursuant to the terms of this Agreement (i) have been or will be duly authorized, executed and delivered by Buyer; (ii) are or will be legal and binding obligations of Buyer as of the date of their respective executions; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); and (iv) do not, and will not at the Closing Date, violate any provision of any agreement to which Buyer is a party, any of Buyer's organizational documents or any existing obligation of or restriction on Buyer under any order, judgment or decree of any state or federal court or governmental authority binding on Buyer. This Agreement has been duly authorized by all requisite action on the part of Buyer and the individual executing this Agreement on behalf of Buyer has full power and authority to legally bind Buyer.

No representation or warranty made by Buyer in this Agreement shall merge into any instrument of conveyance delivered at the Closing but shall survive the Closing.

11. **Right to Enter Premises.** Buyer and its agents and contractors shall be afforded the right and opportunity, at Buyer's sole cost and expense, to enter onto the Premises for the purpose of making such tests and inspections as Buyer deems necessary in connection with its investigation of the Premises and all improvements thereon, including, without limitation, inspections and evaluations of the physical condition of the Premises and the improvements thereon, a Phase I environmental site assessment (ESA), a Phase II ESA, or any other environmental inspections, samplings, drillings, borings, or testing of any kind. Buyer agrees to keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer with respect to any inspection, testing or visits of the Premises. If any such lien at any time shall be filed, Buyer shall cause the same to be discharged within twenty (20) days thereafter by satisfying the same or, if Buyer, in its discretion and in good faith determines that such lien should be contested, by recording a bond.

If this Agreement fails to close for any reason, Buyer shall repair any damage to the Premises caused by Buyer, its agents, or Buyer's activities on the Premises, and shall return the Premises to the condition it was materially in before Buyer's activities on the Premises, unless such damage was caused by Seller or its representatives or agents.

Notwithstanding the foregoing, Buyer's rights under this paragraph are subject to the following limitations, covenants, and agreements: (i) prior to any entry onto the Premises by Buyer or its agents, Buyer shall give Seller notice at least one (1) business day before conducting any inspections on the Premises, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Premises; and (ii) Buyer shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and policies in conducting any of its inspections or testing of the Premises.

12. **Indemnification by Seller.** Seller hereby agrees to indemnify, defend, and hold harmless Buyer (including the Buyer's officers, directors, employees, advisors, accountants, and attorneys) from and against any losses, damages, costs and expenses (including attorney fees) resulting from (i) any claims, demands, causes of action, liabilities and obligations of any kind or description arising from facts or circumstances occurring before the Closing, or (ii) any inaccuracy or breach of any representation, warranty, or covenant of Seller contained herein.
13. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that no agent, broker, salesperson, or other party is entitled to a real estate commission upon the Closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.
14. **Notice.** 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 e-mail; (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 e-mail; one day after depositing with a nationally recognized overnight delivery service; and three days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To Seller:
c/o Max McKee
560 Mart St.
Muskegon, Michigan 49440
Email: MMcKee@sandproductscorp.com

To Buyer:
c/o Jonathan Seyferth
933 Terrace St.
Muskegon, Michigan 49440
Email: jonathan@shorelinecity.com

with a copy to:

Attn: _____

with a copy to:

City Attorney
601 Terrace Street, Suite 200
Muskegon, Michigan 49440
E-mail: brennen@parmenterlaw.com

15. **Operating Covenants; Final Walkthrough Inspection.** From the Effective Date until the Closing or earlier termination of this Agreement: (a) Seller shall continue to maintain the Premises in good condition and repair and to operate the Premises and pay for all expenses in

a manner similar to its operation prior to the execution of this Agreement, including, without limitation, to the providing of insurance, management, maintenance and services in the ordinary course; (b) no leases, rental or use agreements, service contracts, restrictions, declarations, agreements or options shall be entered into, amended, or terminated without Buyer's prior written consent, not to be unreasonably withheld; (c) Seller shall promptly furnish Buyer copies of (i) all notices of violation by Seller or the Premises of federal, state or municipal laws, ordinances, regulations, orders, or requirements of departments of housing, buildings, fire, labor, health, environment or other federal, state or municipal departments or other governmental authorities, (ii) disputes with adjacent land owners and other third parties, (iii) all notices of any changes in assessed value and/or taxes for the Premises and (iv) any material matter, claim, threat, or complaint threatening to adversely affect the Premises or Seller of which Seller has knowledge or received notice; and (d) Seller shall not market the Premises for sale or otherwise accept or negotiate any offers for sale or refinancing.

On the day prior to the Closing Date, or such other date and time as mutually agreed by Seller and Buyer, Buyer shall be entitled to conduct a final walk-through inspection of the Premises to inspect the Premises and to ensure that the Premises is in substantially the same state and condition as it was on the Effective Date, that no material damage has occurred to the Premises between the end of the Inspection Period and such final walk-through inspection, that all representations and warranties of Seller pursuant to Paragraph 9 with respect to the physical condition of the Premises and improvements thereon continue to be true and correct in all material respects, and that any repairs agreed to be made by Seller to the Premises prior to Closing have been completed (the "Final Walk-Through Inspection").

16. **Condition of Premises.** Buyer acknowledges and agrees that Seller is selling and conveying the Premises to Buyer, and Buyer is accepting and purchasing the Premises, "AS IS, WHERE IS", and that, except for the representations and warranties of Seller provided in this Agreement.

17. **Miscellaneous Provisions.**

- a. **Incorporation of Prior Agreements.** This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and no prior or contemporaneous written or oral agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors in interest.
- b. **Attorney Fees.** In the event any action or proceeding is commenced to obtain a declaration of rights hereunder, to enforce any provision hereof or to seek rescission of this Agreement for default contemplated herein, whether legal or equitable, the prevailing party in such action will be entitled to recover its reasonable attorney fees in addition to all other relief to which it may be entitled therein.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

- d. **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the protection and benefit of the parties and their successors and permitted assigns. No other person shall have any right of action hereunder.
- e. **Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Michigan without giving effect to any “conflict of law” rules of such state.
- f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Executed copies hereof may be delivered by email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter. The parties further agree that the electronic signature, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, of a party on this Agreement or any of the closing documents referenced herein shall be deemed an original signature having the same legal effect as its manual signature.
- g. **Interpretation; Construction.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against the party that drafted such language. Section and paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.
- h. **Exhibits; Schedules; Recitals Verified.** All Exhibits attached hereto are incorporated herein by reference. The Recitals to this Agreement are hereby stated to be true and correct and are incorporated herein by this reference.
- i. **Waiver by a Party.** The waiver of any contingency, representation, warranty, covenant, or other matter or provision hereof may only be made in writing (including electronic mail) by the party benefited by the same.
- j. **Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed and/or delivered hereunder, Buyer and Seller agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments and assurances as may be reasonably required to consummate the transactions contemplated hereby.
- k. **Default; Injunctive and Equitable Relief.** In the event all conditions precedent to Buyer’s obligation to close have been satisfied or otherwise waived and Buyer fails to close by the Closing Deadline and Seller is not otherwise in default hereunder, such default not being cured within seven (7) days after Buyer’s receipt of written notice thereof from Seller, then Seller may either (a) terminate this Agreement as Seller’s sole

and exclusive remedy against Buyer and neither party shall have any further obligations hereunder except as expressly survives the termination of this Agreement, or (b) pursue a claim for damages arising from Buyer's default and breach of this Agreement. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for specific performance of this Agreement. In the event of a default or breach by Buyer of any of Buyer's covenants, representations, or warranties set forth in this Agreement but not described above in this paragraph (m), Seller shall be entitled to pursue any right or remedy available under applicable law.

Seller and Buyer hereby agree that the Premises are of a special and unique character which gives it a peculiar value, and that Buyer cannot reasonably or adequately be compensated in damages in an action at law if Seller breaches its obligations under the Agreement. Therefore, Buyer shall be entitled to injunctive and other equitable relief (including, without limitation, the right to specifically enforce Seller's obligation to sell the Premises) in the event of such breach, in addition to any other rights or remedies which may be available to Buyer at law or in equity.

- l. **Business Days.** As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or any day on which banking institutions in Muskegon County, Michigan, are authorized by law or other governmental action to close. All other references to "days" or "calendar days" in this Agreement shall refer to calendar days. If any period expires or delivery date falls on a date that is not a business day under this Agreement, such period shall be deemed to expire, and such delivery date shall be deemed to fall on the immediately succeeding business day.
- m. **Survival.** All covenants, representations, and indemnities set forth in this Agreement shall survive the Closing or any termination of this Agreement.
- n. **Review by Legal Counsel.** Seller acknowledges that this Agreement was prepared by Parmenter Law, legal counsel for Buyer, on behalf of Buyer only; that Parmenter Law does not represent Seller in this transaction; and that Seller is strongly advised to seek (and has had an adequate opportunity to seek) advice from independent legal counsel with respect to their rights, the execution of this Agreement, and the consummation of the purchase of the Premises.

The parties have executed this Agreement to be effective as of the Effective Date.

**Seller – West Michigan Dock & Market
Corporation, a Michigan corporation**

**Buyer – City of Muskegon, a Michigan
municipal corporation**

By: Max McKee

Its: President

Date: _____

By: Ken Johnson

Its: Mayor

Date: _____

By: Ann Meisch

Its: Clerk

Date: _____

Exhibit A
Description of Premises

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

Parcel No.:

Exhibit B
Warranty Deed

Exhibit C
Restricted Riparian Area

Exhibit J

Restricted Riparian Area

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (“Declaration” is hereby declared, imposed, and made effective as of the _____ day of _____, 202__ by West Michigan Dock and Market Corporation (“WMD”), whose address is 560 Mart St., Muskegon, MI 49440, and the City of Muskegon (the “City”), whose address is 933 Terrace St., Muskegon, MI 49440 (individually a “Party,” together the “Parties”).

RECITALS

- A. The Parties have entered into a Development Agreement that includes the purchase, sale, and leasing of various real property between the Parties. As an integral part of the Development Agreement, cessation of certain activities on the Property is required.
- B. The City is the owner of certain real property and improvements situated in the City of Muskegon, County of Muskegon, and State of Michigan more particularly described on Exhibit A, attached hereto and made a part of this Declaration (the “Property”).
- C. To facilitate and implement the Development Agreement, the Parties desire to impose certain covenants, conditions, restrictions, and reservations upon the Property that will promote and provide benefit to the City of Muskegon.

NOW, THEREFORE, to further the intentions and desires of the City set forth in the above Recitals, which are incorporated herein, the City does hereby impose the following conditions, covenants, restrictions and reservations on the Property.

- 1. The Property is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the restriction that any use of the Property shall not at any time be used, occupied, or permitted to be used in any manner that unreasonably impedes or prohibits vessel docking or launching within the riparian area along the southwestern shoreline of the Property. This restriction shall not apply to the riparian area along the northwestern shoreline of the Property or the appurtenant riparian rights thereto. This restriction is intended to run with the land and shall be binding upon all successors and assigns.
- 2. All subsequent owners of any interest in the Property, including but not limited to a land contract or lease interest in the Property or any part thereof (the “Successors”) are hereby deemed to have received record notice of the existence of this Declaration imposed on the

Successors from their grantor, seller, licensee, occupiers, lessor or predecessor in interest in the Property.

3. The conditions, covenants, restrictions, and reservations on the Property under this Declaration (collectively the “Restrictions”) shall be imposed upon and control the use of the Property by the following (each an “Owner”): (a) the City of Muskegon; (b) the initial purchaser from or successor to the interest of the City of Muskegon; (c) all Successors; and (d) all other parties and persons claiming an interest in the Property. The Restrictions shall be enforceable by WMD against the Owner during such Owner’s period of seisin, title, or interest in and to the Property.
4. The Restrictions against the Property and all rights and remedies of WMD under this Declaration shall survive and not be merged into the interests of the City that are conveyed to an Owner under any instrument of conveyance, assignment, or lease.
5. This Declaration and the rights and remedies of WMD under this Declaration, at law or in equity, shall run with the land.
6. All references in this Declaration to WMD or the City shall include the successors and assigns of either Party without prior requirement of consent by any Owner.
7. The City shall have the exclusive right to enforce the Restrictions under this Declaration, however, if the City shall fail to do so from time to time, such failure shall not act as a waiver of the right to enforce these Restrictions as to any violation thereof. Any Owner will require the consent of the City to remove, amend, or modify the Restriction.
8. In addition to all other remedies, WMD shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of this Declaration.
9. Acceptance by any Owner of an interest in any portion of the Property shall constitute the agreement of such persons, persons, or entity of continued compliance with this Declaration.
10. This Declaration is to be governed by and construed in accordance with the laws of the State of Michigan. In the event that any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

City – City of Muskegon

**WMD – West Michigan Dock & Market
Corporation**

By: _____

Name: Kenneth Johnson

Title: Mayor

Date: _____, 2025

By: _____

Name: Max B. McKee

Title: President

Date: _____, 2025

By: _____

Name: Ann Meisch

Title: City Clerk

Date: _____, 2025

Exhibit K

Restrictive Covenant



MARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 1 of 13
Muskegon County Michigan 83/27/2019 09:43 AM
044 5656152



DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL REMEDIAL ACTION

MDEQ Reference No.: RC-RRD-201-18-041

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Muskegon County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property located at 560 Mart Street, Muskegon, Michigan. Portion of Property Tax ID Number 61-244-205-567-0002-00, owned by West Michigan Dock & Market Corporation (WDMC) and legally described in Exhibit 1 attached hereto ("Property"). Exhibit 1 also includes a survey of the Property.

The Property is part of the larger MichCon/Lakey Foundry Facility Site ("Facility"). Site # 61000027, for which Michigan Consolidated Gas Company ("MichCon") (now DTE Gas Company (DTE Gas)) has submitted a No Further Action (NFA) Report to the Michigan Department of Environmental Quality ("MDEQ") that includes nonresidential land use-based criteria as defined and set forth in Section 20120a of Part 201 of the Natural Resources and Environmental Protection Act ("NREPA"), 1994 PA 451, as amended, MCL 324.20101 et seq., for the environmental remediation associated with the Facility.

Working with the MDEQ, DTE Gas has performed environmental response activities by installing a Hydraulic Control System (Remedy) on the Property to address groundwater venting from the Facility to Muskegon Lake above applicable Part 201 criteria. The Remedy includes the continuing operation of the Hydraulic Control System as detailed in the NFA Report.

The Access Settlement Agreement, dated June 18, 2004, between MichCon (now DTE Gas) and WDMC ("Agreement"), required the recording of this Restrictive Covenant with the Muskegon County Register of Deeds, which: 1) restricts unacceptable exposures to hazardous substances located on the Property; 2) assures that the use of Property is consistent with the exposure assumptions utilized in the development of nonresidential criteria pursuant to Section 20120a of the NREPA; and 3) prevents damage or disturbance of any element of the Remedy constructed on the Property. The restrictions contained in this Restrictive Covenant are based upon information available at the time it was filed. Failure of the Remedy to achieve and maintain the criteria pursuant to Sections 20120 of the NREPA; future changes in the environmental condition of the Property or changes in the nonresidential criteria developed under Sections 20120a of the NREPA;

the discovery of environmental conditions at the Property that were not accounted for at the time this Restrictive Covenant was filed; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

As part of approving the Remedy or NFA Report, the MDEQ may require that this Restrictive Covenant be amended. In such case, Owner agrees to record an amended restrictive covenant if necessary to accommodate the Remedy or NFA Report within 21 days after MDEQ approval of such amended restrictive covenant.

Exhibit 1 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Summary of Response Activities and Environmental Contamination

Soil and/or groundwater at the Property are contaminated primarily with benzene, ethylbenzene, xylenes, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, acenaphthene, benzo(a)pyrene, bis-2-ethylhexylphthalate, dibenzofuran, fluoranthene, fluorene, 2-methylnaphthalene, naphthalene, phenanthrene and pyrene along with a few metals and cyanide from historical industrial operations. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to hydraulically control affected groundwater by the installation of a slurry wall and the installation and continuing operation of a groundwater capture system. Some hazardous substances remain present on the Property that require controls in the form of groundwater use restrictions and soil management restrictions to prevent unacceptable exposure.

Residual Dense Non-aqueous Phase Liquid (DNAPL), related to historic foundry operations were properly characterized and assessed, and will remain in place at the Property. The DNAPL exists below the ground surface at a depth of approximately 20 to 30 feet below ground surface and is located within the eastern portion of the Property approximately where shown on Exhibit 3. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances for the entire Property as a result of the conditions created by the presence of the DNAPL, soil and/or groundwater contaminant concentrations that exceed the unrestricted nonresidential criteria under Section 20120a of the NREPA.

DTE Gas constructed, is and will maintain, operate, implement and monitor the Remedy, as defined herein, at the Property to address groundwater venting from the Facility to Muskegon Lake above applicable Part 201 criteria.

Areas of the Property described in Exhibit 1 contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed through the response activities undertaken at the Property at the time this Restrictive Covenant was filed.



Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

"Remedy" means construction, installation, maintenance, operation, implementation and monitoring of, and any investigation associated with: (a) a Hydraulic Control System as described in the NFA Report and (b) any other response activity required to be addressed under the NFA Report.

"Remedy" does not include any response activity on the Property caused by a new development by an Owner.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Pursuant to Sections 20120a of NREPA and the Access Settlement Agreement, dated June 18, 2004, between MichCon (now DTE Gas) and West Michigan Dock and Market Corp. ("Agreement"), West Michigan Dock and Market Corp. (WMD), 560 Mart, Muskegon, MI 49440, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. The Owner acknowledges that areas contained within the boundary of the Property are known to contain hazardous substances in excess of the concentrations which satisfy the requirements of Section 20120a(1)(a) or (17) and have not been remediated as of the date of filing of this Restrictive Covenant:

2. The Owner shall prohibit all uses of the Property that are not compatible with the nonresidential land use category as defined in Section 20120a of Part 201 of NREPA, as amended, or other use that is not consistent with the assumptions and basis for the criteria established pursuant to Section 20120a. Specifically the prohibited residential land uses may include, but is not limited to homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time. Cleanup criteria for land use-based remedial action plans are located in the Government Documents section of the State of Michigan Library.

3. (A) Unless otherwise first approved by MDEQ, the Owner shall prohibit the following activities on the Property:



- i. any use of the Property that is not consistent with the assumptions and basis of the nonresidential criteria established pursuant to Section 20120a;
- ii. any use not consistent with other criteria subsequently established pursuant to Section 20120a;
- iii. any use determined to be unacceptable according to paragraphs 3(B) and 3(C) of this Restrictive Covenant;
- iv. any use of groundwater located under the Property and any construction of wells or other devices to extract groundwater for consumption, irrigation, dewatering, or any other use, except for wells and devices that are part of a response activity or any dewatering by an easement holder that is necessary to maintain or repair a utility located within a utility easement or utility corridor on the Property, so long as such easement holder complies with Part 201 of NREPA and the Part 201 Rules, and develops an appropriate health and safety plan for persons involved in such activities; and
- v. any construction of structures below the elevation of the surface soils that are capable of being occupied.

(B) With respect to future use(s) of the Property, the Owner shall conduct an appropriate evaluation of the potential risks from exposure to contaminants present in the subsurface soils and groundwater, in order to assure that unacceptable exposure to contaminants does not occur. The evaluation shall be consistent with Section 20120a of Part 201 of NREPA. Appropriate control measures that are identified to be necessary to prevent unacceptable exposure shall be incorporated into the construction plans and implemented. In addition, the Owner shall timely conduct and file a baseline environmental assessment to the extent permitted by MCL 324.20126(l)(c) and the Administrative Rules for Part 201, or any amendments thereto, and by its federal counterpart, if any.

(C) Notwithstanding the provisions of paragraph 3(A) (v.), construction in and occupancy of areas that are above the elevations of the surface soils are allowed as long as a vapor intrusion risk evaluation is completed, and so long as the areas capable of being occupied are entirely above the elevations of the surface soils. Structures below the elevation of the surface soils that are capable of being occupied are prohibited. Construction of foundations, utilities, and related structural components of buildings on the property and subsequent maintenance thereof, may penetrate the surface soils into areas of existing contaminated soil without such risk evaluation, so long as such activity does not interfere with implementation of the Remedy and NFA, and so long as any sump or utility manhole used in connection with any such structural component is located outside of any occupied building structure. The elevations to be used as reference points for any construction to be completed in compliance with this section are those shown in Exhibit 2. A health and safety plan shall be developed for persons involved in subsurface construction and maintenance activities to assure protection of workers pursuant to all applicable worker safety laws.

(D) The Owner shall provide written notice to the MDEQ, Remediation and Redevelopment Division, and provide an opportunity to review and approve any construction plans that would or interfere with the Remedy at the Property. The written notice with a copy provided to DTE Gas shall be provided at least 90 days prior to any construction activity.

(E) The Owner shall comply with its due care obligations pursuant to Section 20107a of



NREPA.

4. Interference with Remedial Actions. The Owner shall prohibit activities on the Property that may interfere with any element of the Remedy or is otherwise contrary to the Agreement including the performance of operation and maintenance activities, monitoring, or other measures necessary to assure the effectiveness and integrity of the Remedy unless agreement to changes in the Remedy are addressed per Section 3(D).

5. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part III. Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

6. Access. The Owner shall grant to DTE Gas access to the Property as provided in the Agreement, and to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring the condition of the groundwater, including the right to take samples, inspect the operation of the Remedy and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

7. Notice. The Owner shall provide notice to the MDEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. A copy of this Restrictive Covenant, including its exhibits, shall be provided to MDEQ when providing such notice and to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

8. Term and Enforcement of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of MDEQ and DTE Gas.

The State of Michigan, through the MDEQ, and DTE Gas may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

9. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.



10. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and the City of Muskegon as a holder of a legal interest whose interest may be affected by this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

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MARIK F. FAIRCHILD Liber: 4124 Page: 454
REGISTER OF DEEDS PAGE: 6 of 13
Muskegon County Michigan 03/27/2015 09:43 am
044 3650182



IN WITNESS WHEREOF, West Michigan Dock & Market Company has caused this Restrictive Covenant to be executed on this 22 day of March, 2019.

West Michigan Dock & Market Company

By: [Signature]
Signature
Name: Max McKee
Print or Type Name
Its: President
Title

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 03/22/19 by Max McKee of West Michigan Dock & Market Company, a Michigan Corporation behalf of the corporation.

Notary Public [Signature]
Name Scott A. Musselman
Commissioned in Muskegon County, MI
My Commission Expires: 11/15/23

Drafted by and when
recorded return to:
Vincent E. Buening
TRC Environmental Corporation
1540 Eisenhower Place
Ann Arbor, MI 48108

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MARK F. FAIRCHILD Liber: 4184 Page: 454
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Muskegon County Michigan 03/27/2019 09:43 AM
044 0060182

EXHIBIT I

Legal Description and Survey of the Property

MARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 8 of 13
Muskegon County Michigan 6/3/2019 6:43 AM
044 5688152

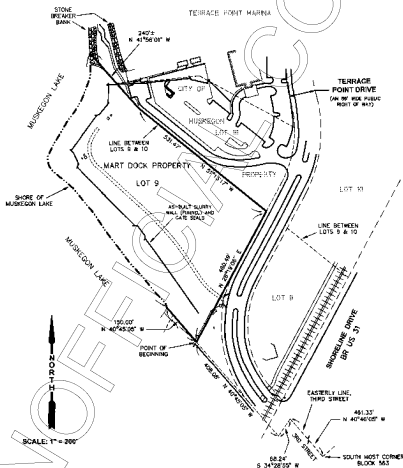


PROPERTY DESCRIPTION NFA Lot 9

That part of Lot 9, Block 563 of the Revised Plat of 1903, Section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **COMMENCING** at the Southernmost corner of said Block 563; thence North $40^{\circ}48'05''$ West 461.33 feet along the Easterly line of 3rd Street to the Southeastery line of said Lot 9; thence South $34^{\circ}28'55''$ West 68.24 feet along said line to the Southwesterly line of said Lot 9; thence North $40^{\circ}45'05''$ West 408.08 feet along the Southwesterly line of said Lot 9 to the **PLACE OF BEGINNING**; thence North $28^{\circ}19'06''$ East 480.49 feet; thence North $51^{\circ}13'17''$ West 531.47 feet along the line between said Lots 9 and Lot 10 of said Block 563; thence North $41^{\circ}56'01''$ West 240 feet more or less to the shore of Muskegon Lake; thence traveling along the ordinary high water line of Muskegon Lake to a point which is located North $40^{\circ}45'05''$ West 150.00 feet from the place of beginning; thence South $40^{\circ}45'05''$ East 150.00 feet to the place of beginning.

6.5 acres more or less

MARK F. PATRICHILD Lib#: 4184 Page: 484
REGISTER OF DEEDS PAGE: 9 of 13
Muskegon County Michigan 03/27/2018 09:43 AM
044 5689162



FIELD SURVEY BY: M&B OFFICE	CHECKED BY: S.J.G.
DRAWN BY: MDJ	CONTACT INFO: sgreen@mbce.com
DATE: SEPTEMBER 27, 2018	PROJECT NO.: 023038.4

Prepared By:



Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9901 mail@mbce.com

EXHIBIT 2

Ground Surface Elevation to be Maintained on the Property

ROCK P. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 18 of 13
Muskegon County Michigan 03/27/2019 09:43 AM
044 5689182



EXHIBIT 3

Extent of Dense Non-Aqueous Phase Liquid

ROCK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 12 of 13
Muskegon County Michigan 03/27/2019 09:43 AM
044 6688182





Notice of Rescission of Land and Resource Use Restrictions

This Notice of Rescission of Land and/or Resource Use Restrictions (Notice) has been recorded with the Muskegon County Register of Deeds and serves to rescind the land and resource use restrictions imposed by the previously recorded Declaration of Restrictive Covenants indicated below:

- Liber 3609, Page 137, filed 05/29/2004
- Liber 4180, Page 236, filed 03/06/2019

These Declaration of Restrictive Covenants were recorded on property located at 560 Marl Street, Muskegon, Muskegon County, and legally described in Exhibit 1 attached hereto (the Property). Exhibit 1 also provides a survey of the Property that was subject to the land and/or resource use restrictions specified in the previously recorded Declaration of Restrictive Covenants.

West Michigan Dock and Market Corporation (Owner) received approval from the Michigan Department of Environmental Quality (MDEQ) to rescind the land and resource use restrictions imposed by these Declaration of Restrictive Covenants and replace it with another restrictive covenant, as indicated below:

Additional land use and/or resource use restrictions have been imposed on the Property pursuant to the Declaration of Restrictive Covenant recorded with the Muskegon County Register of Deeds at Liber 4184, Page(s) 454.

The Property is associated with MichCon/Lakey Foundry Facility (Site ID S1006027) for which remedial activities were performed pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 et seq.

Signature by the MDEQ representative below serves only to indicate that the person executing this Notice has received approval from the MDEQ to rescind the previously recorded land and/or resource use restrictions imposed on the Property.

Abigail Hendershott

Abigail Hendershott, Supervisor
Grand Rapids District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

3/18/2019

Date

STATE OF MICHIGAN
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 18th day of March, 2019 by Abigail Hendershott on behalf of the Michigan Department of Environmental Quality.

[Signature]
Notary Public Signature

LUCY L. Robinson
Printed Name

Notary Public, State of MICHIGAN

County of KENT

My commission expires: AUGUST 24 2019

Acting in the County of KENT

The undersigned person executing this Notice is the Owner and certifies that he or she is duly authorized and has been empowered to execute and record this Notice.

IN WITNESS WHEREOF, the said Owner of the above-described Property has caused this Notice to be executed on this 22 day of March, 2019.

BY: [Signature]
Signature

Max McKee
Name

3/22/19
Date

President, West Michigan Dock and Market Corp.
Title and Business Name

STATE OF MICHIGAN
COUNTY OF Muskegon

The foregoing instrument was acknowledged before me this 22 day of March, 2019,
by Max McKee President, West Michigan Dock and Market Corp.
Name Title and Business Name
owner of the Property.

[Signature]
Notary Public Signature
Scott A. Musselman
Printed Name
Notary Public, State of Michigan
County of Muskegon
My commission expires: 11-18-23
Acting in the County of Muskegon

Prepared by:
Nancy Johnson, MDEQ-RRD
350 Ottawa N.W.
Grand Rapids, Michigan 49503

When filed, return to:
Vincent Buening
TRC Environmental Corporation
1540 Eisenhower Place
Ann Arbor, Michigan 48106

MARK F. BIRCHFIELD Liben: 4184 Page: 435
REGISTER OF DEEDS PAGE: 2 of 4
Muskegon County Michigan 83/27/2019 08:43 AM
022 5650103

EXHIBIT 1

LEGAL DESCRIPTION AND SURVEY OF PROPERTY

UNOFFICIAL COPY

MARK P. FRISCHOLD Liber: 4184 Page: 455
REGISTER OF DEEDS PAGE: 3 of 4
Muskegon County Michigan 03/27/2019 09:43 AM
022 8880193



PROPERTY DESCRIPTION
NFA Lot 9

That part of Lot 9, Block 563 of the Revised Plat of 1903, Section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **COMMENCING** at the Southernmost corner of said Block 563, thence North $40^{\circ}46'05''$ West 461.33 feet along the Easterly line of 3rd Street to the Southeastery line of said Lot 9; thence South $34^{\circ}28'55''$ West 68.24 feet along said line to the Southwesterly line of said Lot 9; thence North $40^{\circ}45'05''$ West 408.06 feet along the Southwesterly line of said Lot 9 to the **PLACE OF BEGINNING**; thence North $28^{\circ}19'08''$ East 480.49 feet; thence North $51^{\circ}13'17''$ West 531.47 feet along the line between said Lots 9 and Lot 10 of said Block 563; thence North $41^{\circ}56'01''$ West 240 feet more or less to the shore of Muskegon Lake; thence traveling along the ordinary/high water line of Muskegon Lake to a point which is located North $40^{\circ}45'05''$ West 150.00 feet from the place of beginning; thence South $40^{\circ}45'05''$ East 150.00 feet to the place of beginning.

6.5 acres more or less

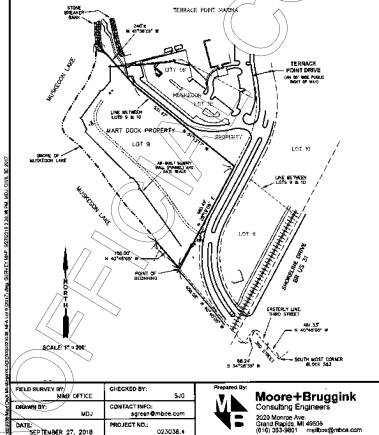


Exhibit L

Option Agreement Neighboring Property

REAL ESTATE OPTION AND SALE AGREEMENT

THIS REAL ESTATE OPTION AND SALE AGREEMENT (“**Agreement**”) has been made as of November 26, 2025 (“**Effective Date**”), by and between VERPLANK DOCK CO., a Michigan corporation, of 705 West Second Street, PO Box 8, Ferrysburg, Michigan 49409 (“**Seller**”), and WEST MICHIGAN DOCK & MARKET CORPORATION, a Michigan corporation, of 560 Mart Street, Muskegon, Michigan 49440 (“**Buyer**”). Seller and Buyer shall each be referred to as a “**Party**” or collectively be referred to herein as the “**Parties**.”

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, that parcel of real estate commonly known as 205 East Western Avenue, City of Muskegon, Muskegon County, Michigan, and more particularly described on **Exhibit A** attached to this Agreement, together with all improvements, fixtures, easements, hereditaments and appurtenances (including not more than two division rights which shall be conveyed without warranty) associated with that real estate with the riparian rights to be determined as provided in this Agreement (collectively, “**Property**”). The purchase and sale transaction provided for in this Agreement is sometimes referred to as the “Purchase.”

1. **Purchase Price; Earnest Money.** The purchase price for the Property shall be Five Million Dollars (\$5,000,000.00) (“**Purchase Price**”) to be paid at Closing (as defined below) by bank money order, cashier’s check, or wire transfer of immediately available funds. Buyer shall pay Seller Two Hundred Thousand Dollars (\$200,000.00) earnest money (“**Earnest Money**”) within 10 days of the Effective Date, which shall be credited against the Purchase Price at Closing (defined below) or otherwise applied as provided in this Agreement. If Buyer does not timely make such Earnest Money deposit, Seller may exercise the Termination Remedy (defined below).

2. **Seller’s Retained Rights.**

(a) **Use Restriction.**

(i) The Property shall not be used for aggregate dock purposes. Without limiting the foregoing, and except for those uses described in 2(a)(iv) below, the Property shall not be used for: lading, unlading, loading, offloading, shipping, transportation, storage or handling of bulk aggregates, including, but not limited to, limestone, dolomite, slag, trap rock, natural stone, and salt. The foregoing sentences are the “**Use Restriction**”.

(ii) The Use Restriction shall be set forth in the Warranty Deed, shall burden the Property, and shall benefit tax parcels 61-23-168-004-0002-10, 61-24-117-300-0001-00, 61-24-205-546-0001-00, 61-24-205-552-0001-10, 61-24-205-552-0001-00, 61-24-205-553-0001-20, and 61-24-205-596-0008-20 (collectively, the “**Benefitted Property**”). The Use Restriction shall run with the land. The Use Restriction may be enforced by any owner or occupant of any of the Benefitted Property, as described in 2(a)(iii) immediately below.

(iii) The Use Restriction shall last for 40 years from the date of Closing and shall continue thereafter until such time that no activity prohibited by the Use Restriction has occurred on any portion of any Benefitted Property for more than 365 continuous days.

(iv) Seller agrees that (i) the export of natural sands handled by Buyer or a Buyer Affiliate in the 30 mesh to 200 mesh size range does not violate the Use Restriction, and/or (ii) the import of any bulk aggregates by Buyer or a Buyer Affiliate for use on a development project majority owned by Buyer or a Buyer Affiliate does not violate the Use Restriction. "Buyer Affiliate" means: any entity or trust affiliated with or controlled by Buyer; any entity or trust affiliated with or controlled by any person who is a shareholder, member, director, officer, owner, employee or agent of Buyer or by any person who is a Close Relative of a shareholder, member, director, officer, owner, employee or agent of Buyer; any person who is a shareholder, member, director, officer, owner, employee or agent of Buyer or a Close Relative of a shareholder, member, director, officer, owner, employee or agent of Buyer. "Close Relative" means a: spouse, parent, child, or grandchild.

3. **Seller's Specific Contingency.** Seller's obligations under this Agreement are contingent on Seller prior to Closing being satisfied in its sole discretion as to the bottomland, riparian, and littoral rights to be included in the Property, the Parties recognizing that Seller does not intend to include in the Property any bottomland, riparian, or littoral rights that Seller may deem necessary or convenient, in its sole discretion, for current or anticipated operations on any of the Benefitted Property.

4. **Buyer's Specific Contingencies.** Buyer's obligations under this Agreement are contingent on Buyer prior to Closing being satisfied:

(a) **Riparian Rights.** As to the bottomland, riparian, and littoral rights to be included in the Property, the Parties recognizing that Seller does not intend to include in the Property any bottomland, riparian, or littoral rights that Seller may deem reasonably necessary or convenient, for current or anticipated operations on any of the Benefitted Property.

(b) **Zoning Prospects.** In its reasonable discretion with its investigation of zoning approvals that may be needed for Buyer's proposed use.

5. **Title.** As evidence of Seller's title to the Property, Seller has, at Seller's expense, furnished Buyer with a commitment dated July 11, 2025, at 8:00 a.m. ("**Title Commitment**") from First American Title Insurance Company ("**Title Company**") issued by Transnation Title Agency of Michigan Grand Rapids Division, 921 North Division, Grand Rapids, Michigan 49503 ("**Title Agent**"). Buyer acknowledges and agrees that the Title Commitment shows that Seller has good and marketable title to the Property. Buyer agrees to take title to the Property subject to: Seller's Retained Rights set out in Section 2, above, all of which shall survive Closing; easements, restrictions, interests and reservations of record; taxes and assessments not yet due and payable; all laws, regulations, codes, and ordinances, including, but not limited to, zoning ordinances and building codes; any matters that would be shown by an accurate land title survey prepared in accordance with the latest standards approved by the American Land Title Association and the

National Society of Professional Surveyors (“**ALTA/NSPS**”); and any matters shown on the Survey (defined below) (collectively, the “**Permitted Exceptions**”). Seller agrees to convey good and marketable title to the Property to Buyer by a warranty deed (“**Deed**”) subject to the Permitted Exceptions. If the Title Agent issues an updated Title Commitment that shows additional exceptions to title, Buyer shall have ten (10) business days after receipt of same to object in writing to Seller of any additional exception shown on such updated Title Commitment. If Buyer gives Seller timely written notice of its objections, then the Seller shall, in its sole discretion, have thirty (30) days from receipt of the notice to remedy the defect, during which time the Closing shall be delayed as necessary. If Seller, in its sole discretion, is unable or unwilling to remedy the objections within the specified time then Buyer may waive its objection and proceed to Closing in which case such exceptions shall be deemed Permitted Exceptions, or Buyer, as Buyer’s sole remedy for Seller’s refusal or inability to remedy the title objection, may exercise Buyer’s Termination Remedy. “**Termination Remedy**” means that the party entitled to the remedy may terminate this Agreement by notice to the other party, in which case neither party shall have any further liability to the other under this Agreement except under provisions of this Agreement that specifically survive its termination and the Earnest Money shall be returned to Buyer (unless otherwise provided in this Agreement).

6. **Survey.**

(a) **Obtaining Survey.** Prior to the Option Date (defined below), Buyer shall obtain and provide to Seller a survey of the Property, all improvements to the Property, any easements or rights of way affecting or benefiting the Property, any encroachments across the boundaries of the Property, the bottomland, riparian and littoral rights to be included with the Property (subject to the approval by Seller and Buyer as provided above) (“**Survey**”). The Survey shall be performed at Buyer’s expense. The Survey shall be performed in accordance with the current standards for an ALTA/NSPS Land Title Survey, and include a survey of the riparian rights, and shall be certified to Seller, Buyer, and the Title Company.

(b) **Buyer’s Survey Contingency.** Buyer has to approve or object to any matter disclosed on the Survey. Buyer will be deemed to have waived any objection if not made in writing no less than sixty (60) days prior to the Option Date and all matters shown on the Survey shall be deemed Permitted Exceptions. If Buyer gives Seller timely written notice of its objections, then the Seller shall, in its sole discretion, have thirty (30) days from receipt of the notice to remedy the defect, during which time the Closing shall be delayed as necessary. If Seller, in its sole discretion, is unable or unwilling to remedy the objections within the specified time then Buyer may waive its objection and proceed to Closing in which case such exceptions shall be deemed Permitted Exceptions, or Buyer, as Buyer’s sole remedy for Seller’s refusal or inability to remedy the title objection, may exercise Buyer’s Termination Remedy. For purposes of clarification, this contingency is in addition to the bottomland, riparian and littoral rights contingency that each Party has as set forth in Sections 3 and 4, above.

7. **General Inspections.**

(a) **Obtaining Inspections.** Buyer and its agents may, at Buyer’s expense, conduct general inspections or inquiries. Buyer acknowledges that the Property may require repairs or

maintenance and Buyer agrees to accept the Property in its present “AS IS” condition, with no warranties concerning its condition or permitted use. All inspections and tests performed on the Property by Buyer or Buyer’s agents shall be conducted in compliance with all federal, state, and local laws, orders, regulations, and ordinances. Buyer and its agents shall provide Seller with certificates of commercial general liability insurance acceptable to Seller in its reasonable discretion before Buyer or its agents access the Property.

(b) **Buyer’s Inspection Contingency.** Buyer has to approve or object to any matter disclosed through Buyer’s general inspections or inquiries. Buyer will be deemed to have waived any objection if not made in writing the earlier of the date Buyer exercises its option to purchase under this Agreement or sixty (60) days prior to the Option Date. If Buyer gives Seller timely written notice of its objections, then the Seller shall, in its sole discretion, have thirty (30) days from receipt of the notice to remedy the objection, during which time the Closing shall be delayed as necessary. If Seller, in its sole discretion, is unable or unwilling to cure the objection, then Buyer may proceed to Closing and take title to the Property subject to the objection, in which case the objection shall be considered to have been waived by Buyer, or Buyer, as Buyer’s sole remedy, may terminate this Agreement, in which case the Termination Remedy shall apply.

8. **Notice of Transfer of a Facility; Environmental Matters.**

(a) Buyer acknowledges that Seller has advised Buyer pursuant to MCL 324.20116(1) that Seller has knowledge or information or is on notice through a recorded instrument that the Property is a “facility” within the meaning of MCL 324.20101(o). The general nature of the hazardous substances present on the Property is documented in the Baseline Environmental Assessment (“BEA”) for the Property dated December 9, 1999, by Abonmarche Environmental, Inc., which Buyer acknowledges having received.

(b) Prior to the Option Date (defined below), Buyer may, at its expense, conduct an environmental assessment of the Property in one or more phases, including the procurement and analysis of samples of soil, groundwater, indoor air, or any other environmental medium, and any building component or other material located at the Premises. The entire environmental assessment, including the generation of any reports or follow-up procedures, shall be completed within the time period noted at the beginning of this subsection. Seller shall provide reasonable access and information to Buyer and otherwise reasonably cooperate with Buyer in the environmental assessment. Buyer shall provide copies of all environmental assessment reports and related data it receives to Seller within forty-eight (48) hours of its receipt. Buyer shall have the right to interview representatives of Seller who have knowledge of conditions and events relevant to the operating history or environmental condition of the Property. If the environmental assessment confirms that the Property is a “facility” within the meaning of Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. (“**Part 201**”), Buyer may, at Buyer’s expense and with Seller’s prior written approval, prepare and submit to the Michigan Department of Environment, Great Lakes and Energy (“**EGLE**”) its own BEA for the Property pursuant to Section 26 of Part 201, MCL 324.20126. Upon receiving Seller’s written approval to prepare and submit the BEA, Buyer shall be absolutely obligated to close the Purchase. Buyer shall not submit the BEA to EGLE until after the Closing. Before submitting, Buyer shall prepare a draft BEA for Seller’s review and shall incorporate any Seller comments or suggested

revisions to the BEA before submittal. If any environmental condition is disclosed by the environmental assessment, then, as Buyer's sole remedy, Buyer shall have five (5) days from the date it receives the disclosure to terminate this Agreement, in which case the Termination Remedy shall apply. If Buyer shall fail to complete any environmental investigations or terminate this Agreement within the time periods provided, Buyer shall be considered to have waived any objection to the environmental condition of the Property.

(c) Buyer acknowledges that Buyer has had or will have the opportunity to investigate all matters of interest pertinent to the Property, including, without limitation, its environmental condition and history. Buyer shall bear all responsibility and liability that is or may be asserted, claimed or determined in respect of the Property after the Closing from any cause, regardless of whether the responsibility and liability arose or might have arisen, or was or might have been caused by acts or omissions occurring, before Closing. Buyer hereby releases Seller from all responsibility, claims, obligations, and liability arising from or associated with (i) the presence or release of any hazardous substance or solid or hazardous waste (as those terms are defined in applicable federal and state environmental protection laws and regulations, including, without limitation, petroleum and its derivatives, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation, per and polyfluoroalkyl substances, and asbestos) relating to the Property; and (ii) any environmental matters associated with or arising from the condition or use of the Property prior to, on or after the Closing. This release shall survive the Closing indefinitely.

9. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that: Buyer has all necessary power and authority to enter into and perform this Agreement; Buyer has taken all necessary action to approve, execute, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms; and no judgment is outstanding against Buyer 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 Buyer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

10. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that: Seller has all necessary power and authority to enter into and perform this Agreement; Seller has taken all necessary action to approve, execute, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; and no judgment is outstanding against Seller 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 Seller, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

11. **Buyer's Exercise of Option and Closing.**

(a) Buyer shall have until December 31, 2027 (the "**Option Date**"), to exercise its option to purchase the Property on the terms contained in this Agreement by giving written notice to Seller.

(b) The closing ("**Closing**") shall take place on a date ("**Closing Date**") specified by Seller on at least seven (7) days' advance notice, but no later than thirty (30) days after the date Buyer has exercised its option to purchase the Property, via a deed and money escrow with the Title Agent. At Closing: (a) Seller shall execute and deliver to Buyer the Deed for the Property, which shall be subject to Permitted Exceptions; (b) Seller shall pay the real estate transfer taxes and the premium for the owner's title insurance policy; (c) Buyer shall pay to Seller the Purchase Price as provided in Section 1, above, pay the recording fee for the Deed, and pay the cost of any title insurance policy endorsements issued by the Title Company; and (d) each Party shall sign and deliver a closing statement setting forth the transaction, and all other documents that may be reasonably necessary to evidence the transaction. Each party shall be responsible for its own attorney fees and shall share equally any closing fee charged by the Title Agent.

12. **Possession.** Buyer shall have possession of the Property immediately following Closing, subject to the Permitted Exceptions.

13. **Taxes and Assessments.** Seller shall pay all real estate property taxes and installments of special assessments with respect to the Property that first become due and payable (or in the case of special assessments, a lien on the Property) on or before the Closing Date, prorated as provided below. Taxes and assessments shall be prorated to the Closing Date on a calendar year basis for the twelve (12) month period constituting the year in which they first are billed and become due and payable. Buyer shall be responsible for all other taxes and assessments, including, without limitation, deferred installments not yet payable of special assessments that are a lien on the Property.

14. **Option Fee.** If Buyer has not duly exercised the option to purchase the Property by the Option Date, then the Termination Remedy shall automatically apply except that the Earnest Money shall be retained by the Seller upon such termination as a fee for the option.

15. **Seller Termination Right.** If Buyer has not duly exercised its option to purchase the Property by October 15, 2027, then any time on or before the Option Date Seller may by written notice to Buyer terminate this Agreement and the Termination Remedy shall apply.

16. Default by Seller or Buyer.

(a) **Seller Default.** If Buyer duly exercises the option to purchase by the Option Date and Seller, after notice and opportunity to cure, defaults on Seller's obligations to close under this Agreement then Buyer may either (i) sue for specific performance, or (ii) exercise the Termination Remedy.

(b) **Buyer Default.** If Buyer duly exercises the option to purchase by the Option Date and Buyer, after notice and opportunity to cure, defaults on Buyer's obligation to close under this Agreement, then Seller may either (i) sue for specific performance, or (ii) exercise the Termination Remedy except that the Earnest Money shall be retained by the Seller upon such termination.

(c) Except for Seller's right to seek damages under any indemnification, responsibility or release provision contained in this Agreement, each Party hereby waives and releases all other rights and remedies it may have relative to default of the other Party, including, but not limited to, the right to seek damages.

17. Assignment to the City of Muskegon or the County of Muskegon as Buyer / Simultaneous Closings. The Seller hereby authorizes the Buyer to complete the Closing on the purchase of the Property in two simultaneous Closings, made up of two properly surveyed and duly approved sub-parcels, so long as the Closing of the purchase encompasses the entire Property. So long as Buyer duly and timely exercises its option to purchase under this Agreement and remains primarily liable under this Agreement, the Seller authorizes the Buyer to assign the purchase of one or both sub-parcels constituting the entire Property, under the same terms and conditions contained in this Agreement, to either the City of Muskegon and/or Muskegon County. The Seller shall have no additional costs if the Buyer shall choose to close under multiple sub-parcels and transactions and Buyer shall promptly reimburse Seller, no later than Closing, for all such costs incurred by Seller.

18. Condemnation; Fire; Other Casualty. Seller shall promptly notify Buyer of any impending or actual condemnation proceedings against the Property or any portion of the Property of which Seller has actual notice or any fire or other casualty to the Property. Following any one of these events, Buyer shall take the Property at Closing in its then-current condition and shall be entitled to receive all of the condemnation or insurance proceeds attributable to the Property payable as a result of the condemnation or damage.

19. Brokers. Each party agrees and represents to the other that no broker is involved in this transaction who is entitled to a commission.

20. Miscellaneous.

(a) This Agreement embodies the entire agreement and understanding between the parties to this Agreement with respect to the subject matter of this Agreement and supersede all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not

expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(b) Each party to this Agreement acknowledges and agrees that: (i) such party and the party's counsel have reviewed and negotiated, or have had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision; (ii) any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be used to interpret this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties to this Agreement and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

(c) This Agreement shall bind and benefit Seller and Buyer and their respective successors and assigns.

(d) Time is of the essence of this Agreement.

(e) If the date for Closing, for the delivery of a document, or for giving of a notice falls on a Saturday, Sunday, or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday, or bank holiday.

(f) All notices, requests, consents and other communications required by this Agreement must be in writing and shall be delivered to Seller and Buyer at their respective addresses set forth above, or at another place designated by like notice to one another. Personal delivery or mailing of a notice by certified mail, postage prepaid, shall be sufficient notice. Notice shall be effective upon receipt, if personally delivered, or upon mailing, if mailed.

(g) Nothing in this Agreement shall be construed to create any rights or obligations except between the parties to this Agreement, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

(h) The terms and provisions of this Agreement may be waived, or consent for the departure from the terms and provisions may be granted, only by written document executed by the parties. No waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

(i) This Agreement and the rights and obligations of the parties under this Agreement shall be governed and interpreted by Michigan law, without giving effect to the conflict of law principles of the state of Michigan.

(j) In the event that any court of competent jurisdiction shall determine that any provision, or any portion of a provision, contained in this Agreement shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any

provision, or portion of any provision, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(k) The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

(l) Except as otherwise specifically set forth in this Agreement, each party shall pay the party's respective fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by the party) in connection with the preparation or enforcement of, or of any requests for consents or waivers under, this Agreement, including any amendments or waivers to this Agreement.

(m) This Agreement may be signed in one or more counterparts, and by different parties to this Agreement on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures.

(n) No party shall issue any press release or otherwise make any public statement with respect to the transactions contemplated by this Agreement without prior written notice to the other party, except as may be required by law.

(o) In the event of a dispute arising out of this Agreement, the prevailing party will be entitled to actual attorney fees and costs.

(p) Notwithstanding any other provision of this Agreement, other than those rights afforded in Section 17, Buyer shall not be permitted to assign its interest hereunder, in whole or in part, without Seller's consent, which consent Seller may withhold in its sole and absolute discretion for any or no reason.

{signatures on following page}

Seller and Buyer have signed or caused this Real Estate Option and Sale Agreement to be signed by their duly authorized representatives as of the Effective Date.

SELLER:

BUYER:

VERLANCK DOCK CO.

WEST MICHIGAN DOCK & MARKET
CORPORATION

By: _____
Ron Matthews, CEO

By: _____
Max McKee, President

29192320-14

Exhibit A

Property

A parcel of land in the Southwest 1/4 of Section 17, the Southeast 1/4 of Section 18, the Northeast 1/4 of Section 19 and the Northwest 1/4 of Section 20, all in Township 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, said parcel of land containing all or parts of Blocks 547, 548, 549 and 551 of the Revised Plat (of 1903) of the City of Muskegon and other land, said parcel of land being more specifically described as follows: Commence at the point where the center line of Giddings Avenue intersects the East line of Ottawa Street; thence Westerly along said center line of Giddings Avenue extended to the Westerly line of Western Avenue; thence North 22 degrees 50 minutes East along said Westerly line of Western Avenue, 50.00 feet; thence North 67 degrees 10 minutes West along the Northerly line of property sold to the City of Muskegon by Consumers Power Company (Warranty Deed dated May 11, 1944), 200.00 feet to the place of beginning of this description; thence North 10 degrees East along the Westerly line of property now or formerly owned by the Pere Marquette Railway Company, 600.00 feet to a point, said point hereinafter referred to as Point "A"; thence continuing North 10 degrees East along said railroad property line, 2335.33 feet to an iron rod near the Southerly bank of the Muskegon River; thence continuing North 10 degrees East to the thread of said river; thence Westerly and Southwesterly along said thread to the Easterly shore of Muskegon Lake extended; thence Southerly along said shore as extended and said shore to a point North 80 degrees West of Point "A"; thence South 80 degrees East to an iron rod near the Easterly shore of Muskegon Lake; thence continuing South 80 degrees East along the North line of property sold to the City of Muskegon by Consumers Power Company (Warranty Deed dated May 11, 1944), 1289.21 feet to the Easterly line of said property sold to the City of Muskegon by Consumers Power Company; thence South 10 degrees West along said Easterly line, 600.00 feet; thence South 80 degrees East 50.00 feet to the place of beginning. (Bearings are based on the Westerly line of Western line of Western Avenue assumed as North 22 degrees 50 minutes East.)

Together with the right of ingress and egress on, over and across the existing driveway extending Westerly and Northerly from East Western Avenue upon the Southerly 140 feet of the land sold to the City of Muskegon by Consumers Power Company (Warranty Deed dated May 11, 1944) to the Southerly line of property sold to CMS Shoreside Resort Co., by Consumers Power Company by Quit Claim Deed dated July 28, 1989 and recorded August 11, 1989 in Liber 1485, Page 654, Muskegon County Records.

EXCEPT: That part of Section 17 and 20, Town 10 North, Range 16 West, City of Muskegon and part of Blocks 549 and 551, Revised Plat of (1903) of the City of Muskegon, described as: Beginning at a point on the Westerly line of the CSX Railroad right of way which is South 09 degrees 36 minutes 47 seconds West along the Westerly line of the CSX Railroad 1229.71 feet and North 78 degrees 28 minutes 13 seconds West 135.00 feet from the intersection of the Southwesterly line of M-120 Causeway and the Westerly line of the CSX Railroad right of way; thence South 09 degrees 28 minutes 05 seconds West along said Westerly line 3004.77 feet; thence North 80 degrees 31 minutes 55 seconds West 16.00 feet; thence North 09 degrees 28 minutes 05 seconds East 3005.35 feet; thence South 78 degrees 28 minutes 13 seconds East 16.01 feet to the point of beginning.

Exhibit M

**Assignment Agreement for
Option Agreement Neighboring Property**