

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

May 12, 2026 @ 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. Recognition of Muskegon High School Lady Reds Manager's Office
  - B. Recognition of Jessica Grimm City Clerk
  - C. Dangerous Building Enforcement Process Public Safety
- PUBLIC HEARINGS:
  - A. Neighborhood Enterprise Zone Certificates - 312 Edison Ct, 313 Edison Ct, and 315 Edison Ct Economic Development
  - B. Neighborhood Enterprise Zone Certificates - 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue. Economic Development
  - C. Issuance of an Obsolete Property Certificate - 1937 Lakeshore Dr. Economic Development
  - D. Brownfield Plan Amendment - Encore at Harbor Theatre, Lakeside Development Properties, LLC Economic Development
- FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- PUBLIC COMMENT ON AGENDA ITEMS:
- CONSENT AGENDA:
  - A. Approval of Minutes City Clerk
  - B. Recommendation to Award RFP for Grocery Market Analysis and Needs

**Assessment** Economic Development

- C. **Sale of 1936 Brunswick to Newkirk Electric** Planning
- D. **Big Belly Trash Compactors Contract Renewal** DPW- Parks
- E. **Parks - Toro Mower Purchase** DPW- Parks
- F. **Equipment Division: Purchase of Five (5) 2026 F-250's** Public Works
- G. **Filtration HVAC Service Agreement** Public Works
- H. **Amendment to the Zoning Ordinance - Waterfront Setbacks in FBC, LMR.**  
Planning
- I. **Amendment to the Zoning Ordinance - Several Changes to the Form Based Code** Planning
- J. **Equipment Division: 2026 Ford Explorer Fire Department** Public Works
- K. **Steele Middle School Purchase and Development Agreement** Economic Development
- L. **Amendment to the Harbor 31 Planned Unit Development (PUD)** Planning
- M. **Purchase of vacant lot at 1338 Arthur for Future Housing Infill** Economic Development
- N. **SafeBuilt Contract Amendment** Public Safety
- O. **Police Patrol Wage Union Contract Agreement** Public Safety
- P. **Development and Reimbursement Agreement — Encore at Harbor Theatre, 1937 Lakeshore Dr.** Economic Development
- Q. **Muskegon Farmers Market Grant & Professional Services Authorization**  
City Clerk

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- A. **Concurrence with the Housing Board of Appeals Notice and Order to Demolish 779 Yuba Street** Public Safety

**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:**

**A. Attorney/Client Communication** City Clerk

**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](http://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](mailto:clerk@shorelinecity.com)



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Recognition of Muskegon High School Lady Reds															
<b>Submitted by:</b>	<b>Department:</b> Manager's Office															
<b>Brief Summary:</b> Proclamation honoring Muskegon High School Lady Reds Basketball Team																
<b>Detailed Summary &amp; Background:</b>																
<b><u>Goal/Action Item:</u></b>																
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>																
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Other Division Heads	<input type="checkbox"/>															
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*CITY OF MUSKEGON  
PROCLAMATION*

*Honoring Muskegon High School Lady Reds Basketball Team*

WHEREAS, the Muskegon High School Lady Reds Basketball Team demonstrated extraordinary determination, resilience, and unity throughout the 2025–2026 season, finishing with an outstanding 26 - 2 record; and

WHEREAS, the Lady Reds achieved an historic milestone by becoming the first girls basketball team in Muskegon County to win a Michigan High School Athletic Association state championship; and

WHEREAS, on March 21, 2026, at the Breslin Center, the Lady Reds rallied from a significant early deficit to defeat Detroit Renaissance High School 34 - 29 in the Division 1 State Championship game, demonstrating exceptional grit and perseverance; and

WHEREAS, the team overcame adversity throughout the season, never losing belief and proving that unity and persistence prevail; and

WHEREAS, this achievement was led by outstanding contributions from senior combo guard and 2026 Miss Basketball runner-up Mariah Sain; junior center Dy’Nasti Bell; senior point guard Cece Bonner; and senior Jaila Martin, along with the dedication of their teammates; and

WHEREAS, under the leadership of Head Coach Bernard Loudermill, the team embraced a vision of excellence, overcoming challenges and growing into champions; and

WHEREAS, the Lady Reds have inspired the Muskegon community, serving as role models and leaving a legacy of pride, perseverance, and achievement;

NOW, THEREFORE, I, Mayor Kenneth D. Johnson, on behalf of the City of Muskegon, do hereby recognize and congratulate the Muskegon High School Lady Reds Basketball Team for their historic season and state championship victory, and I commend them for bringing honorable distinction and great pride to our community.

I hereby affix my signature this 12th day of May, 2026.

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Kenneth D. Johnson, Mayor  
City of Muskegon, MI

## 2025 - 2026 MUSKEGON LADY REDS VARSITY



0 Antanique Sargent  
1 Timera Hunter  
2 Jamiyah Ezell  
3 Dajuneek Piggue  
4 Camiyah Bonner  
5 Amora Hobson  
10 Mariah Antionette Sain  
11 Kennedi Loudermill  
12 Jayla McGhee  
20 Lauren Gates  
21 Nikyra Briggs  
23 Ja'Miyah Franklin  
24 Dy'Nasti Bell  
30 Jaila Martin  
32 Charitee Jones

Head Coach: Bernard Loudermill

Assistant Coaches: Maurice Sain Sr., Juwan Loudermill,  
Daz'Sha Day, Jasmond West (Phillips), Calvin Vance  
Maurice Sain Jr.     Athletic Trainer: Emily Lobsinger

Managers: KayCee Webb and Trevion Johnson



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Recognition of Jessica Grimm												
<b>Submitted by:</b> Ann Meisch, City Clerk	<b>Department:</b> City Clerk												
<b>Brief Summary:</b> The Michigan Association of Municipal Clerks is an organization that promotes and educates Michigan's Clerks. Through the Michigan Profession Municipal Clerk certification program, Clerks are recognized for their knowledge of the multifaceted Clerk's profession. Through Jessica's commitment to education and desire to obtain certification, she has obtained her Level One MiPMC certification, which clearly defines commitment to the Clerk's profession and the City of Muskegon. Please join us in congratulating Jessica!													
<b>Detailed Summary &amp; Background:</b>													
<b><u>Goal/Action Item:</u></b>													
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>													
<b>Amount Requested:</b>	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 20%;">N/A</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A							
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Legal Review			
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## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Dangerous Building Enforcement Process															
<b>Submitted by:</b> Steven Stout, Housing Board of Appeals	<b>Department:</b> Public Safety															
<b>Brief Summary:</b> Staff will explain the process of dealing with Dangerous Buildings in the City of Muskegon.																
<b>Detailed Summary &amp; Background:</b> Explaining the process of Investigating Dangerous Buildings and the pathways toward resolution.																
<b><u>Goal/Action Item:</u></b>																
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>																
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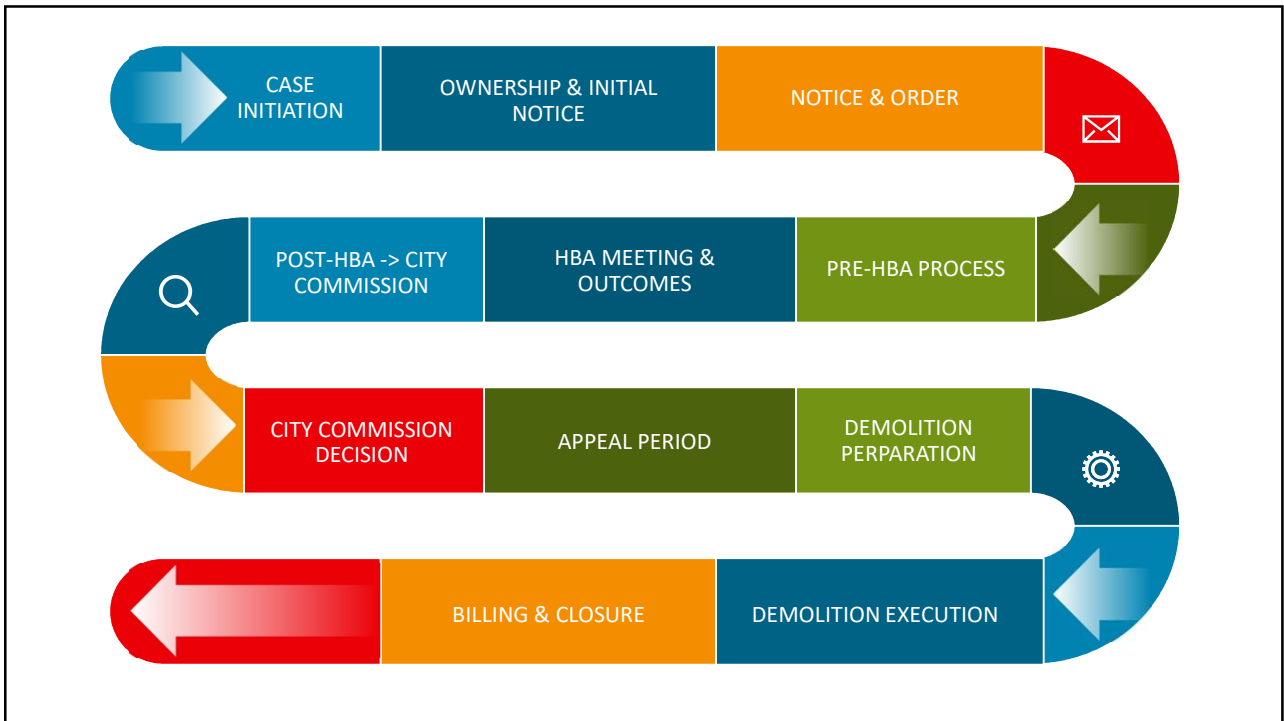


# Dangerous Building Enforcement Process

Step-by-Step Overview from Identification to Resolution

Presented by Steve Stout  
Designed by Gabbie Pulos & Steve Stout  
City of Muskegon Building Dept.

1



2

## IDENTIFICATION & NOTIFICATION

### Case Initiation:

1. Identify a dangerous building.
2. Take exterior photos.
3. Create a defect list.

### If Applicable Notify Historic District Commission (HDC):

1. HDC Meeting
2. HDC Determination Notice

### Ownership & Initial Notice

1. Perform a title search to identify all interested parties.
2. Send initial notification to owner(s) with list of defects.
3. Allow 2 weeks to respond.

### Notice & Order

1. If there is no response after 2 weeks, we issue a Notice & Order to Repair or Remove.
2. Timelines:
  1. 15 days → Owner must contact the Building Dept. for inspection.
  2. 30 days → Case goes before Housing Board of Appeals if unresolved.

3

## HOUSING BOARD OF APPEALS

### Pre-HBA Process

1. If no compliance → send HBA hearing notice (at least 3 weeks before meeting).
2. Complete Affidavit of Mailing.
3. Post notice clearly visible on the property.
4. Prepare HBA meeting packet.
5. Submit packet to HBA members ≥10 days in advance.

### HBA Meeting & Outcomes

1. Attend HBA meeting.
2. Issue HBA determination notice.
  1. Possible outcomes:
    1. Owner agrees to repair:
      1. Gets inspection
      2. Obtains permits
      3. Provides timeline
    2. Requests reconsideration from HBA.
  2. If no resolution → proceed toward demolition

4

## CITY COMMISSION & FINAL DETERMINATION

### Post-HBA → City Commission

1. Send HBA determination to owner.
2. Schedule City Commission (CC) meeting.
3. Send 3-week notice to owner.
4. Place item on agenda with City Clerk.
5. Prepare CC packet.

### City Commission Decision

1. Attend CC meeting.
2. Issue final determination.

### Appeal Period

1. Owner has 21 days to appeal in Circuit Court.

5

## DEMOLITION & COST RECOVERY

### Demolition Preparation (if no appeal or after appeal)

1. Send demo bid requests to contractors (~10 days for bids).
2. Handle asbestos:
  1. Separate asbestos inspection/company
  2. Demo contractor handles it
3. Open bids with city clerk.
4. Award contract to lowest/high bidder.
5. Notify contractor to proceed.
6. Contractor obtains demo permit.

### Demolition Execution

1. Post notice: owner has 7 days to remove belongings.
2. Perform demolition.
3. Conduct inspections:
  1. Cut & cap
  2. Final grade
4. Ensure:
  1. Site is seeded
  2. Sidewalk/curb not damaged

### Billing & Closure

1. Invoice demolition costs.
2. Send bill to property owner.
3. Close DB case and permit.

6

## IMPORTANT ONGOING STIPULATIONS

- All notices must be **certified/registered mail**.
- Notices must be sent **≥10 days before meetings**.
- Determinations are effective **upon mailing**.
- Notices must be **posted on the property**.
- Some steps require **minimum 30-day waiting periods**.
- **No permits allowed** until after HBA determination (unless granted).



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Neighborhood Enterprise Zone Certificates - 312 Edison Ct, 313 Edison Ct, and 315 Edison Ct				
<b>Submitted by:</b> Isabela Gonzalez, Development Analyst	<b>Department:</b> Economic Development				
<b>Brief Summary:</b> Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 312 Edison Ct., 313 Edison Ct., and 315 Edison.					
<b>Detailed Summary &amp; Background:</b> Fish Partners LLC has submitted three applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 312, 313, and 315 Edison Ct. 312 and 313 Edison Ct will each feature three bedrooms and two and a half bathrooms. 315 Edison Ct will feature four bedrooms and two and a half bathrooms. These proposed homes are located in an existing NEZ District. The estimated project costs for each of these homes is \$575,000. 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.					
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business					
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>					
<b>Amount Requested:</b> N/A	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">X</td> </tr> </table>	Yes	No	N/A	X
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Yes	No	N/A	X		
<b>Recommended Motion:</b> I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 312 Edison Ct., 313 Edison Ct., and 315 Edison Ct., and authorize the City Clerk and Mayor to sign the applications and resolutions.					
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division	X		<b>Name the Policy/Ordinance Followed:</b> Public Act 147 of 1992, as amended	
Immediate Division	X				

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

# STAKE HOUSE

FOR: West Urban Properties  
 3265 Walker Ave NW, Suite D  
 Grand Rapids, MI 49544



**Feenstra**  
 & Associates, Inc.  
 CIVIL ENGINEERS & SURVEYORS  
 3145 Prairie St SW Phone: 616.457.7050  
 Grandville, MI 49418 www.feenstrainc.com

Proj	250779
File	Viridian Shores
Date	10/14/2025
Drafted by	BDD

This parcel is situated in the City of Muskegon, Muskegon County, Michigan and is described as follows:

Unit 28, Viridian Shores, a Condominium according to the Master Deed, Exhibit "B" Recorded in Liber 4283, Pages 880 through 932 inclusive, in the office of the Muskegon County Register of Deeds and designated as Muskegon County Condominium Subdivision Plan No. 220; Together with rights in General Common Elements and Limited Common Elements as set forth in said Master Deed and as Described in Act 59 of the Public Acts of 1978, as amended.

PROPERTY ADDRESS: 312 Edison Ct

MINIMUM REQUIRED OPENING ELEVATION: 589.50






NOTE: The location of the proposed house including required building setbacks and elevations should be approved by the governing agency prior to staking or start of construction.



Scale 1" = 20'

## LEGEND

- Found Iron Stake
- Set Iron Stake
- Set Wood Stake
- ⊕ Utility Pole
- x-x- Fence Line
- D = Deeded
- P = Platted
- M = Measured

-  Building
-  Deck
-  Concrete
-  Asphalt
-  Gravel

- - - Sanitary Sewer Easement
- - - Watermain Easement
- - - Storm Sewer Easement
- - - Underground Gas Easement



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.



PO Box 110 • Comstock Park, MI 49321 • Phone: 616-874-7085 • Fax: 616-874-7885

Henrickson Architecture  
Phone: 616-458-5554

Job Address:  
312 Edison Court  
Muskegon, MI 49440

**Print Date:** 12-26-2025

## 312 Edison Court Home Specifications

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### General Requirements - Permits/Fees/Soft Cost

- |                         |                                |  |                     |
|-------------------------|--------------------------------|--|---------------------|
| - Building Permits      | - Construction Staking         | - Job Trailers                           | - Port A Jon        |
| - Soil Erosion Permits  | - Surveying                    | - Office Supplies                        | - Dumpsters         |
| - Tap Fees              | - Testing                      | - Realtor Fees                           | - Small Tool Rental |
| - Architectural Design  | - Temp Weather Protect         | - Legal                                  | - Special Testing   |
| - Temporary Gas         | - Interior Protection          | - Engineering Fees                       | - Blueprints        |
| - Temporary Electric    | - Res Check Energy Calculation | - Ext. Window Clean                      | - Safety            |
| - Temporary Winter Heat | - Trailer Utilities            | - Water & Sewer Hook Ups                 | - Closeout          |
| - Snowplowing           | - Equipment Rental             | - Fencing/Barricades                     | - Daily Clean       |
| - Technology            | - Notice of Commence           | - Soft Cost Interest                     | - Final Clean       |
| - Soil Erosion Controls | - Soft Costs Legal             | - Soft Costs Architectural & Engineering |                     |

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### Water & Sewer Hook Up/Septic System

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### Excavating/Grading

Excavating and Grading includes:

- The building site will be excavated to a sufficient depth to facilitate the construction of the New Home at the elevation shown on the plan
  - Exterior Finish - Builder will clear the building site of construction debris and provide positive drainage away from the foundation of the New Home as required by applicable building codes.
  - Strip Topsoil from Building Area
  - Excavate for foundation
  - Backfill foundations with excavated soils
  - Import up to 50 CY of sand per Home to estimate the finished grade
  - Install 4" SCH40 Seer from 6" stub to inside house under footing
  - Install 1" Copper water service from curb stop to 12" above floor in utility closet
  - Install Silt Fence around work site
- 

### **Footing/Foundation**

Footing/Foundation Includes:

- Type of footings & foundation: Concrete
  - Vapor barrier: Spray a tack coat of Nitra Core to the foundation walls and immediately embed the base fabric into the material.
  - Spray apply 60 mils DFT of the NitraCore over the fabric.
  - Apply a protective layer of Land Science Bond over the entire area.
  - Sump Crock: N/A
  - Sump Pump: N/A
- 

### **Concrete Drive/Walk**

- Driveway: approx. 22' Width x 24' Depth      Finish: Broom
- Garage Approach: N/A      Finish: N/A
- Front walk: approx. 3.5' Width x 38' Depth      Finish: Broom

- Back Patio: approx. 22' Width x 10' Depth      Finish: Broom
  - Porch: Per Print      Finish: Smooth
  - City Sidewalk: N/A      Finish: N/A
  - Stoop: N/A      Finish: N/A
  - 1 1/2 Foam under concrete floor
  - 1 1/2 Foam around exterior walls
- 

## **Masonry**

N/A

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## **Rough Carpentry**

Includes the following for Rough Carpentry material and labor:

- Exterior Walls/Plate Height: 2x4 / 9' Main Level, 9' Second Level
- Interior Walls/Plate Height: 2x4 / 9' Main Level, 9' Second Level
- Sub-floor Material: 3/4" OSB
- floor structure: 11 7/8 I Joist
- Exterior Sheathing: Zip Panels 7/16" OSB with integrated vapor barrier

Deck Material and Labor Include:

- Floor Structure: Green Pressure Treated material per the plan
  - Deck Flooring: Azek Composite Decking Color: Silver Maple per the plan
  - Deck Railing System:
- 

## **Windows/Exterior Doors**

Windows include the following:

- Window Manufacturer/Model: NorthStar Black Ext./ Black Int. Vinyl 1000 Series per plan
- Style: Fiberglass - Double Hung & Fixed windows with screens per plan
- Screen doors: Slider's only

Exterior Doors included the following :

- Hinges: Brushed Nickel
  - one (1) Milliken Primed Fiberglass Front Door: Style FG-59 one panel with one lite clear glass window: color Black
  - one (1) Milliken Steel service door from the garage to home: Style MJ-1 flush panel: color Pure White
  - two (2) NorthStar Black Vinyl slider with screen from the family room to patio and dining room to deck
- 

## **Plumbing**

installation of the following:

- Water supply: Public Water
- Plumbing Fixtures (Sinks/Faucets/Drains, Toilets/Seats, shower/tubs, sinks/strainers, shower fixtures/drains): Samples in Portfolio at the end of this contract.
- Kitchen Garbage Disposal: yes, (1) InSinkErator Badger 5
- All water supply lines to be Copper & PEX
- Water Softener: N/A
- Water Softener Loop: N/A
- Waste disposal: Public Sewer
- All waste disposal lines to be PVC
- Hot water heater Manufacturer/Model: 50 Gallon Electric Water Heater -Bradford White RE250T61NCWW264
- Master Bath shower heads: (1) shower head Sample in Portfolio.
- Outside water faucets: yes (2) one on the left side of the home and the other on the right side of the home.

- Water stops/shutoffs: yes (1) at the main water supply.
  - Garbage disposal switch: Chrome Air Switch Button
  - Hot & Cold Spigot in Garage: N/A
- 

## HVAC

Installation of the following:

- Gas Supply: yes
  - Gas Outlets:
    - (a) Dryer: yes
    - (b) Furnace: yes
    - (c) Range/Oven: yes
    - (d) Water Heater: no
  - Furnace Name/Model: (1) 95% Efficient Amana Furnace
  - Zones: (1)
  - Air-conditioning: (1) 2.5 Ton Amana
  - Humidifier: Aprilaire 600M
  - Air Cleaner: 1" Standard Pleated Filter.
  - Thermostat(s): (1) Programmable Digital Honeywell T4 Pro Series
  - Fireplace(s): Manufacturer/Model: N/A
  - Rooftop Deck: N/A
  - Vents: (1) Dryer
  - Exhaust Fans:
    - (a) Bath: (3) 2- exhaust fan/light comb fan, 1-continuous run with motion detector per electrical plan
    - (b) Kitchen: (1) microwave above range
- 

## Electrical

- The location of all interior and exterior light fixtures and switches to be installed per code and shall be shown on the Electrical Plan.

- Exterior Receptacles: (1) on the front porch, and (1) on the Patio
- Type of electrical service: underground
- Main Service breaker box: 150 Amp
- Type of electrical receptacles: Standard white
  - Type of switches: Standard white toggle switch
    - No dimmers, Decora or Rocker are included unless otherwise specified.
- Special High voltage wiring (check if applicable):
 

(a) Stove - No	(g) Jetted Soaking Tub - No
(b) Fireplace - No	(h) Dryer - No
(c) Cooktop - No	(i) Oven/Double Over - No
(d) Heat Pump - No	(j) Water Heater - Yes
(e) Pool Room - No	(k) Automatic Generator - No
(f) Hot Tub - No	
- Special low voltage wiring (check if applicable):
 

(a) Doorbell- Yes
(b) Under Cabinet Kitchen lights- No
- Garage door opener: (1)
- Telephone outlets: (1)
- Television outlets: (2)
- Home Media: N/A
- Smoke Detector(s): yes and carbon monoxide detectors per code
- Fireplace Blower: N/A
- Computer Wiring: N/A

## Insulation

Home insulation includes:

- Main sidewalls: Open cell Spray Foam 3.25"
- Basement sidewalls: N/A
- Ceiling insulation: 12 Inch of loose fill cellulose an r-50 value

Garage insulation Includes:

- Ceiling insulation: open cell spray foam 8 inch
  - Firewall adjoining the home and garage: R-13 Batts Kraft Faced
  - Sidewalls: R-13 Fiberglass
- 

## Drywall

Home drywall includes:

- Walls: 1/2 Drywall Finished at a level 4
- Corner Bead: square
- Ceiling: 5/8" Drywall with a light textured finish.

Garage drywall includes:

- Firewall adjoining the home: 5/8" drywall with 1 coat fire tape
  - Ceiling: 5/8" Drywall with 1 coat fire tape
  - Sidewalls: 1/2 Drywall with 1 coat fire tape
- 

## Finish Carpentry

- Interior door (type and material): Milliken Doors Hollow: Madison (one panel). MDF Pre-primed. Painted Pure White
- Door Trim/Casing (style and material): Style B Flush 1x4 Eased Edge MDF. Painted Pure White
- Base Board Trim (style and material): Style B 1X6 Eased Edge MDF. Painted Pure White
- Window Trim/Casing(Style & material):
  - (a) Casing: Style B Flush 1x4 Eased Edge MDF. Painted Pure White
  - (b) Extension Jamb: 1x4 poplar (finger jointed). Pre-primed. Painted Pure White
- Stairs/ Custom Built-ins Pre Engineered:
  - (a) Treads: 3/4" OSB
  - (b) Risers: 3/4" OSB
  - (c) Side Skirt Boards: Pre-primed MDF 1x10 - Painted Pure White

- (d) Handrail: Wall Mounted LJ Smith 6010 – Poplar- Painted Black
- (e) Bathroom Mirrors: All Bathroom Mirrors are cased out with MDF 1x4 painted to match interior trim finish.

- Garage Finish Trim: N/A

---

## Interior Painting

- (2 CHOICE OF WALL COLORS, 1 CHOICE OF TRIM COLOR)

\$200.00 per extra color selection. Dark colors may need the extra cost of paint and will need to be priced separately from the paint contractor.

- (a) Interior wall: one (1) coat of primer and two (2) coats of wall paint; color: Repcolite - Hallmark Matte Finish-Color Drift of Mist SW9166 & Ususual Gray SW7059. see diagram for location
  - (b) Interior trim: two (2) coats of trim paint; Color: Repcolite- Scuff X Satin Finish-Color Pure White
  - (c) Handrail trim: two (2) coats of trim paint; Color: Repcolite- Scuff X Satin Finish-Color Pure White
  - (d) Garage Finish Paint: N/A
- 

## Siding/Roofing/Gutter

Siding includes the following:

- Siding: Vinyl, CertainTeed Monogram - (standard stock premium color) Choice of Samples selected by the Viridian Shore Architectural Community that is displayed in the showroom (.042) Dble 4" Lap Siding per plan. Color: Seagrass and Sterling Gray. See diagram for location

- Shake: N/A

- Board & Batten: N/A

- Exterior Trim: LP Smart - 1x6 on All doors, windows, and outside corners.

- Front Porch Beam & Columns: N/A

- Front Porch Soffit (ceiling): N/A

- Fascia & Soffit (eves): Aluminum 6" Fascia, Aluminum Triple 4" Soffit, Color White (fascia), Black (soffit)

Roofing Includes the following:

- CertainTeed Landmark 25 year Dimensional Shingles with xt-25 cap shingles (choice of samples displayed in the showroom) Color: Black

- Pitch of the roof: 4 /12

- Synthetic Felt - rhino or equal

- Underlay: two (2) course ice/water shield, iko storm-shield or equal synthetic 15lbs. felt

- Drip Edge: Aluminum, Color: Black

- Metal: N/A

Gutters system to be installed with 5" seamless (.027) Aluminum gutters, (.019) 2"x3" Downspouts with hidden fasteners Color White (Does not include drain tile and pop up drains)

---

## Exterior Painting

- two (2) coats of benjamin Moore Ultra Spec, Finish - Satin, Color: to match surrounding vinyl siding

---

## Overhead Garage Door

Overhead Garage Door Includes:

- Type of garage doors: Clopay modern steel model 4308

Style - Modern Flush Panel w/ Contemporary windows inserts (slim 37" x 8" frosted w/black frame)

Size - (1) Black 16'x8'.

Openers: Lift Master 8165. ½ hp, (1) 8' Chain Driven with (2) wireless remotes.

---

## Allowances

3141 - Electrical Fixtures Allowance

Fixtures included: All Pendant lights, Flush Mount, Semi-flush mount, Chandelier, Wall mounts, Exterior hanging, Ceiling fans, and Bathroom Vanities

7005 - Flooring/Tile Coverings Allowance

Flooring/Tile covers include:

- Cali Builder Choice LVP, Color: Gray Ash - Great Room, Dining Room, Kitchen, Foyer, Powder Room, Laundry, Bath #2, Family, Room Mech. Room

- Dreamweaver Finishing Touch Carpet Color: Seaside Cliff 2843 - Primary Bed, WIC, staircase, bed #2, bed #3

- DaTile 3x12 Color: Desert Matte with Tec Sterling grout - kitchen splash

- Design Positive Gloss 8x20 White Tile (vertical) with Tec Sterling grout - primary shower (not including the ceiling) in a brickset pattern and 2x2 square white tile floor

Please see attached portfolio.

7006 - Cabinets Allowance

Cabinets Includes:

- Kitchen - Homecrest Maple, Color: Wren

- Primary Bath - Homecrest Maple, Color: Wren

- Bath #2 - Homecrest Maple, Color: Wren

- Laundry - N/A

- powder bath - Homecrest Maple, Color: Wren

7007 - Countertops Allowance

Counter Tops Includes:

- Kitchen - Quartz Level 1 - Color: Obsidian Night
- Primary Bath - Quartz Level 1 - Color: Alabaster glow with 4" extruded backsplash
- Bath #2 - Quartz Level 1 - Color: Alabaster glow with 4" extruded backsplash
- powder bath - Quartz Level 1 - Color: Alabaster glow with 4" extruded backsplash
- Laundry: N/A

7009 - Hardware Allowance

Hardware Includes:

- Interior & Exterior Door Knobs
- cabinet pulls/knobs
- hinge stops
- Towel Bars
- Toilet Paper Holders
- House Address Numbers

7011 - Closet Shelving Allowance

Shelving Includes:

- Melamine - Owner's suite WIC
- Wire shelving -throughout the rest of the home

for All Closets/Storage/Linen Shelves

7013 - Appliances Allowance

Appliances includes:

- (a) Range/oven: Whirlpool WEG51550LS
- (b) Microwave: Whirlpool WMH31017HS
- (c) Dishwasher: Whirlpool WDF520PADM
- (d) Refrigerator/freezer: Whirlpool WRF535SWHZ
- (e) Washer/Dryer: N/A

5620 - Shower doors Allowance

Primary Shower - Euro Clear Glass Door/Panel with Chrome Hardware

7016 - Landscaping Allowance

Select from the three (3) pre-approved Architectural Committee Landscaping Plans

---

**HOMEOWNER IS RESPONSIBLE FOR ALL ITEMS they PURCHASED FROM ANY SUPPLIER OTHER THAN THRU BUILDER. BUILDER IS NOT RESPONSIBLE FOR ANY DAMAGES, THEFT, WARRANTIES ON ANY PRODUCTS NOT PURCHASED THRU THE BUILDER. THIS INCLUDES DURING COURSE OF CONSTRUCTION, DELIVER OR/AND INSTALLATION OF ALL PRODUCTS. OWNER IS RESPONSIBLE FOR ALL PICKUPS, DELIVERIES, AND RETURNS. BUILDER IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE HOME IN THE RESULT OF ANY MALFUNCTIONS OF THE PRODUCT AND OR INSTALLATION. BUILDER IS NOT RESPONSIBLE FOR ANY LABOR COST TO RECTIFY THE DAMAGES.**

**PLEASE NOTE: Excavation and Construction will not start until all selections have been signed for approval.**

**Final certificate of occupancy permits will not be given to the homeowner to move in until the builder has received final payment for all bank sworn statements and change orders.**

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

---

**Date:**

---

**Print Name:**

---

RECEIVED

MAR 26 2026

Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

# Application for Neighborhood Enterprise Zone Certificate

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

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and 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 Fish Partners LLC		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility	
Facility's Street Address 312 Edison Ct		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City Muskegon	State MI	ZIP Code 49440	
Name of City, Township or Village (taxing authority) Muskegon		Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
County Muskegon		Estimated Project Cost (per unit) \$575,000.00	
Identify who will complete the work <input type="checkbox"/> Licensed Contractor <input type="checkbox"/> 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. Construction of new single family home			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable) 10/07/2026	
Begin Date 10/27/2026	End Date 7/27/20226		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Frank Peterson			
Contact Telephone Number (231) 788-8086		Contact Email Address frank@fjpeterson.com	
Owner/Developer/Applicant Name Fish Partners LLC			
Owner/Developer/Applicant Telephone Number (231) 788-8086		Owner/Developer/Applicant Email Address frank@fjpeterson.com	
Owner/Developer/Applicant Mailing Address 1593 Jefferson Street		City Muskegon	State MI    ZIP Code 49441
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 <i>Frank Peterson</i>		Date 03/26/2026	

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
Name of LGU <b>City of Muskegon</b>			
Assessor's Name (First and last name) <b>Donna VanderVries</b>			
Assessor's Telephone Number <b>(231) 750-6750</b>		Assessor's Email Address <b>vandervries@muskegoncounty.net</b>	
<p><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></p> <p><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></p> <p><i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i></p>			
Assessor's Signature <b>D VanderVries</b>			Date <b>5/29/20</b>
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
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: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel identification number <input type="checkbox"/> 3. Resolution approving the zone. <input type="checkbox"/> 4. Resolution approving the application. <input type="checkbox"/> 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
<p><i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i></p> <p><i>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.</i></p>			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to [PTE@michigan.gov](mailto: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.

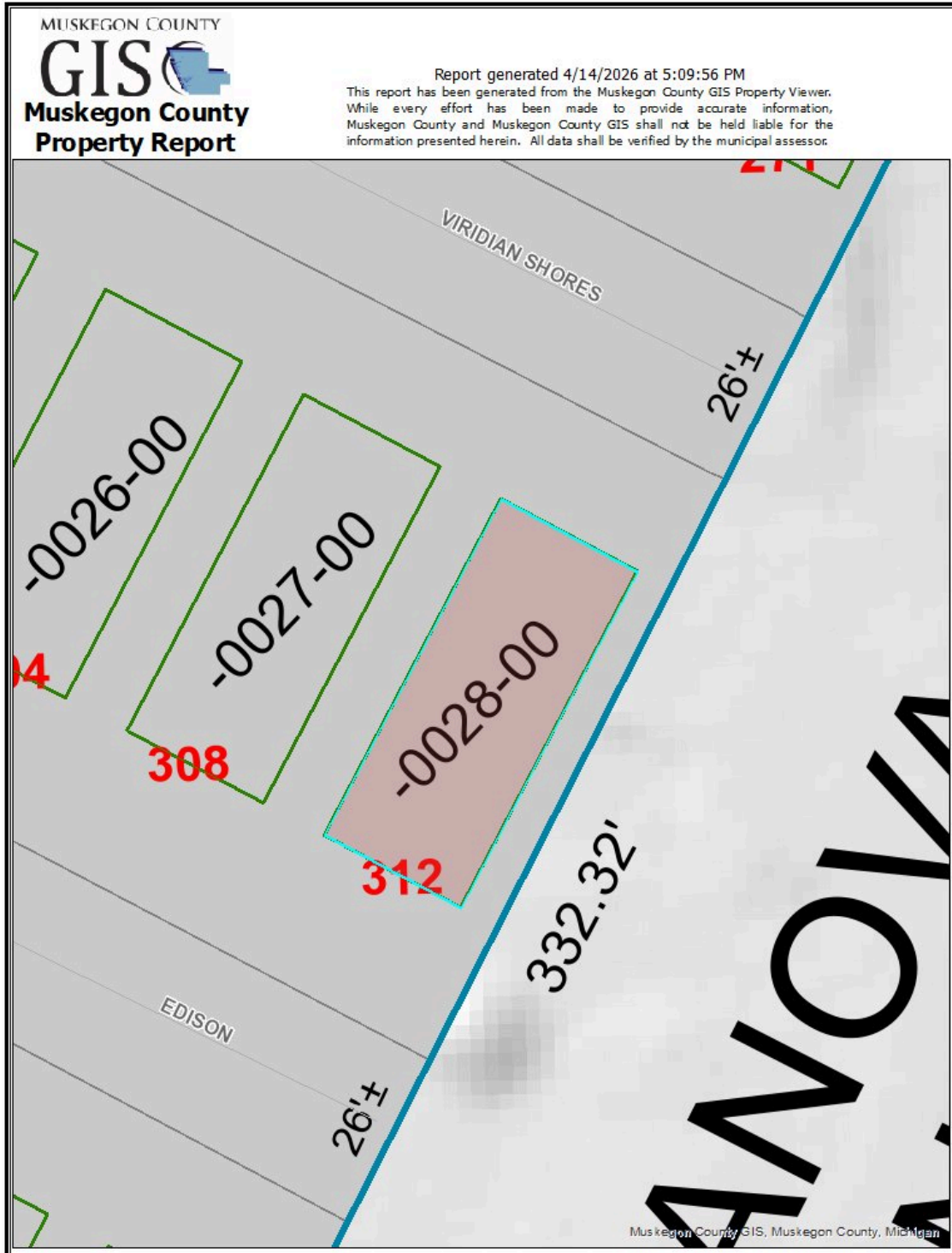


# Muskegon County Property Report - 312 Edison

## Area of Interest (AOI) Information

Area : 1,188.11 ft<sup>2</sup>

Apr 14 2026 17:09:38 Eastern Daylight Time



## Summary

Name	Count	Area(ft <sup>2</sup> )	Length(ft)
Parcels	2	2,376.22	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	61-24-840-000-0000-00	24	3.36	0.00	301	No Data	301 EDISON CT	MUSKEGON
2	61-24-840-000-0028-00	24	0.03	0.10	312	No Data	312 EDISON COURT	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49440	VIRIDIAN SHORES LAND CO LLC	No Data	No Data	2325 BELMONT CENTER DR NE	BELMONT	MI
2	MI	49440	FISH PARTNERS LLC	No Data	No Data	3045 RIDGE PORT NW	GRAND RAPIDS	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49306	0.00	0.00	0.00	0	6	Non-Assessable Permanent Reference	61010
2	49544	39,300.00	39,300.00	39,300.00	0	401	Residential - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft <sup>2</sup> )
1	MUSKEGON CITY SCHOOL DIST	PUD	REFERENCE PARCEL VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.11
2	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON VIRIDIAN SHORES UNIT 28 VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.11

©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 Fish Partners LLC to construct a new home at 312 Edison Ct. in the Jackson Hill neighborhood, and;

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

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

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

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

Adopted this 12th day of May, 2026.

**Ayes:**

**Nays:**

**Absent:**

By: \_\_\_\_\_  
Ken Johnson, Mayor

Attest: \_\_\_\_\_  
Ann Meisch  
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2026.

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 Fish Partners LLC to construct a new home at 313 Edison Ct. in the Jackson Hill neighborhood, and;

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

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

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Ann Meisch  
City Clerk

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By: \_\_\_\_\_  
Ann Meisch  
City Clerk

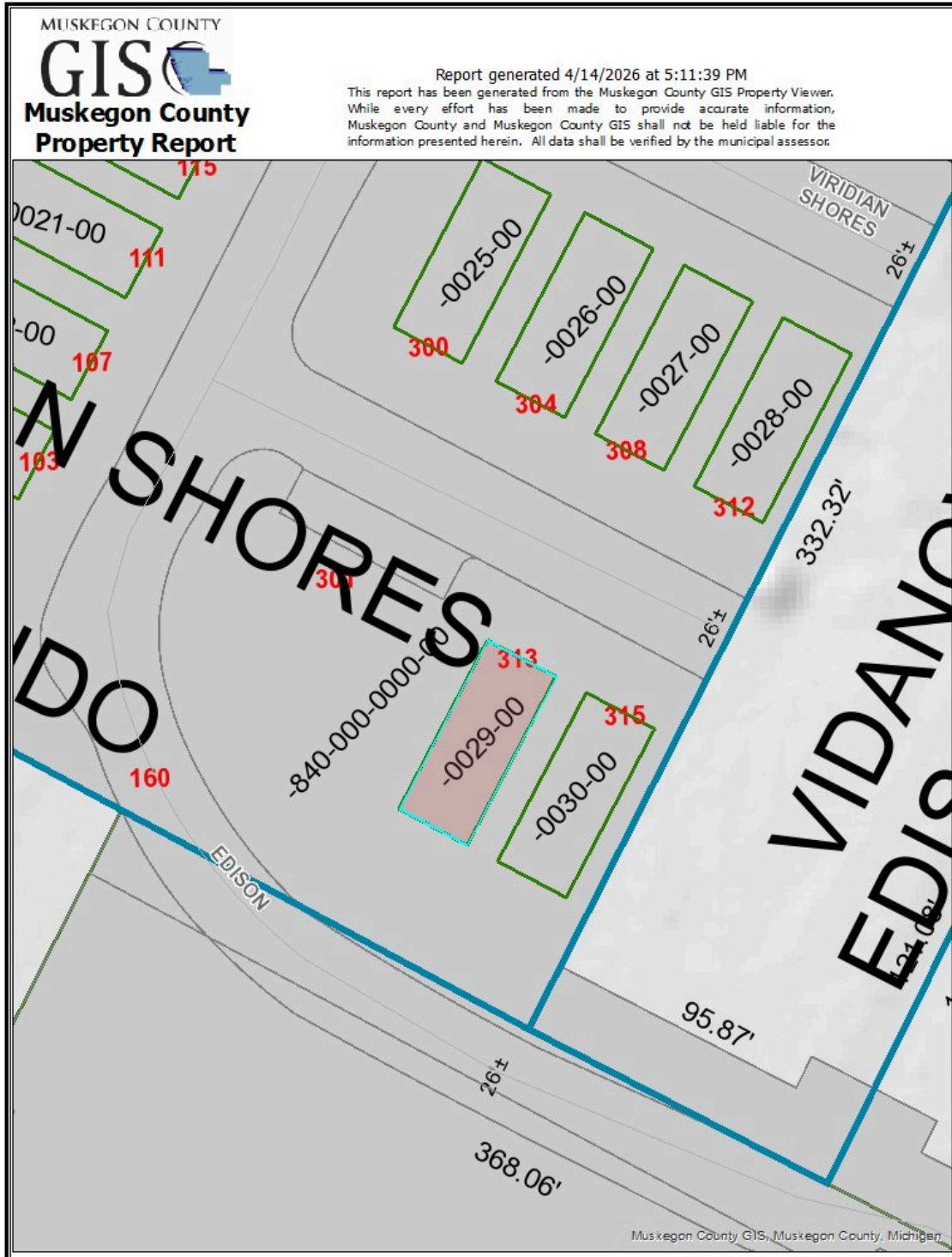


# Muskegon County Property Report - 313 Edison

## Area of Interest (AOI) Information

Area : 1,188.11 ft<sup>2</sup>

Apr 14 2026 17:11:20 Eastern Daylight Time



## Summary

Name	Count	Area(ft <sup>2</sup> )	Length(ft)
Parcels	2	2,376.22	N/A

## Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
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#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
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2	MI	49440	FISH PARTNERS LLC	No Data	No Data	3045 RIDGE PORT NW	GRAND RAPIDS	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
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2	49544	39,300.00	39,300.00	39,300.00	0	401	Residential - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft <sup>2</sup> )
1	MUSKEGON CITY SCHOOL DIST	PUD	REFERENCE PARCEL VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.11
2	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON VIRIDIAN SHORES UNIT 29 VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.11

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RECEIVED

MAR 26 2026

Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

CITY OF MUSKEGON  
DEVELOPMENT SERVICES

# Application for Neighborhood Enterprise Zone Certificate

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

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and 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.

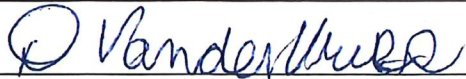
### PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name Fish Partners LLC			Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility		
Facility's Street Address 313 Edison Ct			No. of years requested for exemption (6-15; 11-17 for qualified historic building)		
City Muskegon	State MI	ZIP Code 49440	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented		
Name of City, Township or Village (taxing authority) City of Muskegon			Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____		
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			Estimated Project Cost (per unit) \$575,000.00		
County Muskegon			Identify who will complete the work <input type="checkbox"/> Licensed Contractor <input type="checkbox"/> 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. New construction single family home					
Timetable for undertaking and completing the rehabilitation or construction of the facility.			Building Permit Date (if applicable)		
Begin Date 10/07/2025	End Date 07/27/2026	10/07/2025			

### PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name Frank Peterson				
Contact Telephone Number (231) 788-8086		Contact Email Address frank@fjpeterson.com		
Owner/Developer/Applicant Name Fish Partners LLC				
Owner/Developer/Applicant Telephone Number (231) 788-8086		Owner/Developer/Applicant Email Address frank@fjpeterson.com		
Owner/Developer/Applicant Mailing Address 1593 Jefferson Street		City Muskegon	State MI	ZIP Code 49441
<p><i>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></p> <p><i>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></p> <p><i>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.</i></p>				
Owner/Developer/Applicant Signature <i>Frank Peterson</i>		Date 03/26/2026		

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
Name of LGU <b>City of Muskegon</b>			
Assessor's Name (First and last name) <b>Donna VanderVries</b>			
Assessor's Telephone Number <b>231 750 6758</b>		Assessor's Email Address <b>vanderuriesd@muskegoncounty.net</b>	
<p><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></p> <p><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></p> <p><i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i></p>			
Assessor's Signature 			Date <b>5/29/26</b>
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
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: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel identification number <input type="checkbox"/> 3. Resolution approving the zone. <input type="checkbox"/> 4. Resolution approving the application. <input type="checkbox"/> 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	
<p><i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i></p> <p><i>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.</i></p>			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to [PTE@michigan.gov](mailto: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.

RECEIVED

MAR 26 2026

Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

CITY OF MUSKEGON  
DEVELOPMENT SERVICES

# Application for Neighborhood Enterprise Zone Certificate

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

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and 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 Fish Partners LLC		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility	
Facility's Street Address 315 Edison Ct		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City Muskegon	State MI	ZIP Code 49440	
Name of City, Township or Village (taxing authority) Muskegon		Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
County Muskegon		Estimated Project Cost (per unit) \$575,000.00	
Identify who will complete the work <input type="checkbox"/> Licensed Contractor <input type="checkbox"/> 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. Construction of new single family home			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable) 10/07/2026	
Begin Date 10/27/2026	End Date 7/27/20226		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Frank Peterson			
Contact Telephone Number (231) 788-8086		Contact Email Address frank@fjpeterson.com	
Owner/Developer/Applicant Name Fish Partners LLC			
Owner/Developer/Applicant Telephone Number (231) 788-8086		Owner/Developer/Applicant Email Address frank@fjpeterson.com	
Owner/Developer/Applicant Mailing Address 1593 Jefferson Street		City Muskegon	State MI    ZIP Code 49441
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.			
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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 <i>Frank Peterson</i>		Date 03/26/2026	

Continue on Page 2

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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>Vandervriesdo@MuskegonCounty.net</i>	
<p><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></p> <p><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></p> <p><i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i></p>			
Assessor's Signature <i>D VanderVries</i>			Date <i>5/29/26</i>
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
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: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building) <input type="checkbox"/> Exemption Denied (include Resolution Denying)	The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel identification number <input type="checkbox"/> 3. Resolution approving the zone. <input type="checkbox"/> 4. Resolution approving the application. <input type="checkbox"/> 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
<p><i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i></p> <p><i>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.</i></p>			
Clerk's Signature			Date

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Michigan Department of Treasury, State Tax Commission  
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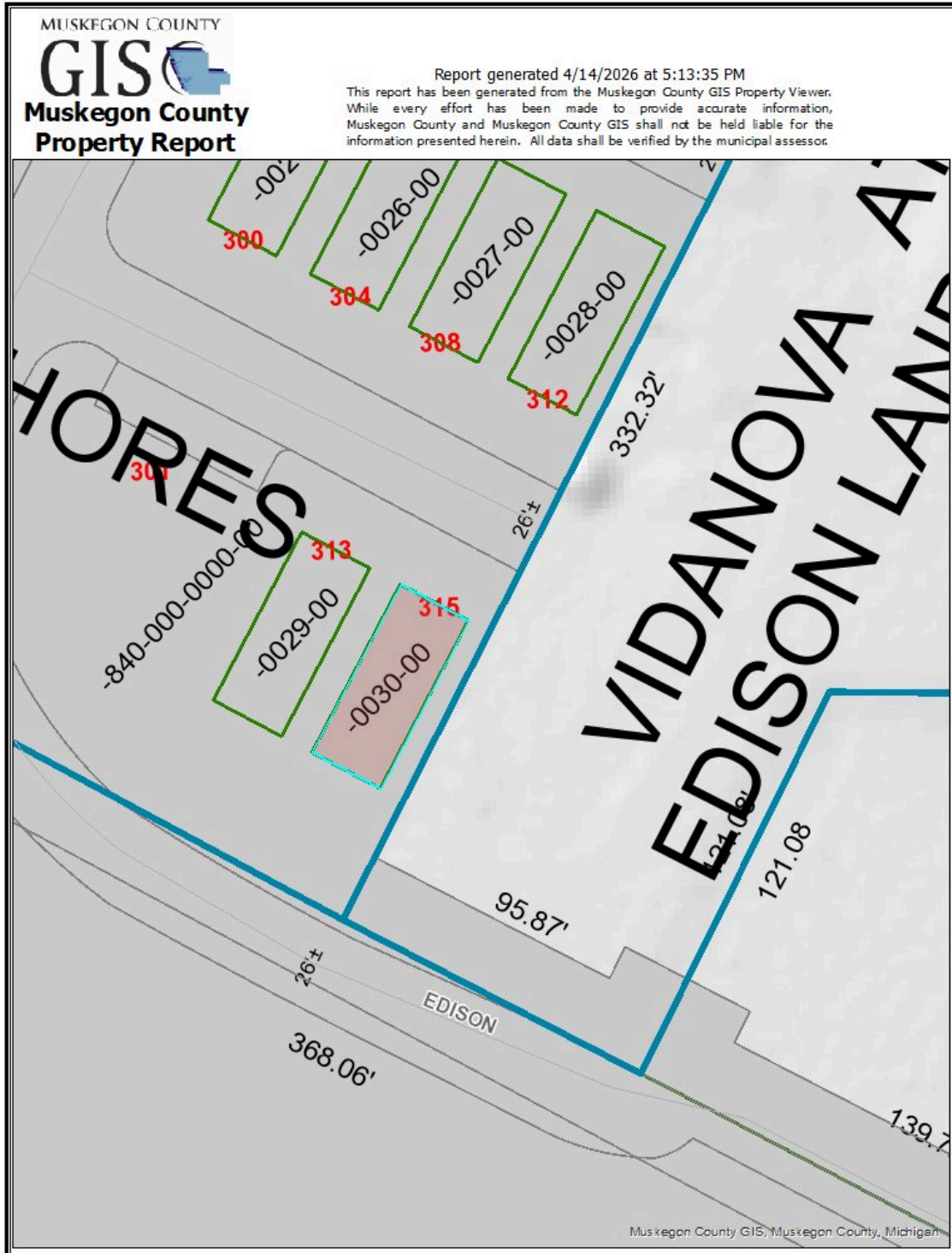


# Muskegon County Property Report - 315 Edison

## Area of Interest (AOI) Information

Area : 1,188.15 ft<sup>2</sup>

Apr 14 2026 17:13:17 Eastern Daylight Time



## Summary

Name	Count	Area(ft <sup>2</sup> )	Length(ft)
Parcels	2	2,376.30	N/A

## Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-840-000-0000-00	24	3.36	0.00	301	No Data	301 EDISON CT	MUSKEGON
2	61-24-840-000-0030-00	24	0.03	0.10	315	No Data	315 EDISON COURT	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49440	VIRIDIAN SHORES LAND CO LLC	No Data	No Data	2325 BELMONT CENTER DR NE	BELMONT	MI
2	MI	49440	FISH PARTNERS LLC	No Data	No Data	3045 RIDGE PORT NW	GRAND RAPIDS	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49306	0.00	0.00	0.00	0	6	Non-Assessable Permanent Reference	61010
2	49544	39,300.00	39,300.00	39,300.00	0	401	Residential - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft <sup>2</sup> )
1	MUSKEGON CITY SCHOOL DIST	PUD	REFERENCE PARCEL VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.15
2	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON VIRIDIAN SHORES UNIT 30 VIRIDIAN SHORES DRAIN L/P 4311/309	1,188.15

©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.

# STAKE HOUSE

FOR: West Urban Properties  
 3265 Walker Ave NW, Suite D  
 Grand Rapids, MI 49544



**Feenstra**  
 & Associates, Inc.  
 CIVIL ENGINEERS & SURVEYORS  
 3145 Prairie St SW Phone: 616.457.7050  
 Grandville, MI 49418 www.feenstrainc.com

Proj	250778
File	Viridian Shores
Date	10/14/2025
Drafted by	BDD

This parcel is situated in the City of Muskegon, Muskegon County, Michigan and is described as follows:

Unit 30, Viridian Shores, a Condominium according to the Master Deed, Exhibit "B" Recorded in Liber 4283, Pages 880 through 932 inclusive, in the office of the Muskegon County Register of Deeds and designated as Muskegon County Condominium Subdivision Plan No. 220; Together with rights in General Common Elements and Limited Common Elements as set forth in said Master Deed and as Described in Act 59 of the Public Acts of 1978, as amended.

PROPERTY ADDRESS: 315 Edison Ct

MINIMUM REQUIRED OPENING ELEVATION: 589.50



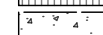


NOTE: The location of the proposed house including required building setbacks and elevations should be approved by the governing agency prior to staking or start of construction.







Scale 1" = 20'

## LEGEND

- Found Iron Stake
- Set Iron Stake
- Set Wood Stake
- ⊕ Utility Pole
- x-x- Fence Line
- D = Deeded
- P = Platted
- M = Measured

-  Building
-  Deck
-  Concrete
-  Asphalt
-  Gravel

-  Sanitary Sewer Easement
-  Watermain Easement
-  Storm Sewer Easement
-  Underground Gas Easement



This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.



PO Box 110 • Comstock Park, MI 49321 • Phone: 616-874-7085 • Fax: 616-874-7885

Job Address:  
315 Edison Court  
Muskegon, MI 49440

**Print Date:** 12-24-2025

## 315 Edison Court Home Specifications

---

### General Requirements - Permits/Fees/Soft Cost

- Building Permits
  - Construction Staking
  - Trailers
  - Port A Jon
  - Soil Erosion Permits
  - Surveying
  - Office Supplies
  - Dumpsters
  - Tap Fees
  - Realtor Fees
  - Architectural Design
  - Temp Weather Protect
  - Legal
  - Special Testing
  - Temporary Gas
  - Interior Protection
  - Engineering Fees
  - Blueprints
  - Temporary Electric
  - Final Clean
  - Safety
  - Water & Sewer Hook Ups
  - Technology
  - Ext. Window Clean
  - Daily Clean
  - Snowplowing
  - Equipment Rental
  - Closeout
  - Fencing/Barricades
  - Trailer Utilities
  - Notice of Commence
  - Soil Erosion Controls
  - Soft Costs Legal
  - Temporary Winter Heat
  - Soft Costs, Architectural & Engineering
  - Res Check Energy Calculation
- 

### Water & Sewer Hook Up/Septic System

---

### Excavating/Grading

Excavating and Grading Includes:

- The building site will be excavated to a sufficient depth to facilitate the construction of the New Home at the elevation shown on the plan
- Exterior Finish - The builder will clear the building site of construction debris and provide positive drainage away from the foundation of the New Home as required by applicable building codes.

- Strip Topsoil from Building Area
  - Excavate for foundation
  - Backfill foundations with excavated soils
  - Import up to 50 CY of sand per Home to estimate the finished grade
  - Install 4" SCH40 Seer from 6" stub to inside house under footing
  - Install 1" Copper water service from curb stop to 12" above floor in utility closet
  - Install Silt Fence around work site
- 

### Footing/Foundation

Footing/Foundation Includes:

- Type of footings & foundation: Concrete
  - Vapor barrier: Spray a tack coat of Nitra Core to the foundation walls and immediately embed the base fabric into the material.
  - Spray apply 60 Mils DFT of NitraCore over the fabric
  - Apply a protective layer of Land Science Bond over the entire area
  - Sump crock: N/A
  - Sump Pump: N/A
- 

### Concrete Drive/Walk

- |  |                |
|--|----------------|
| - Driveway: approx. 22' Width x 24' Depth    | Finish: Broom  |
| - Garage Approach: N/A                       | Finish: N/A    |
| - Front walk: approx. 3.5' Width x 38' Depth | Finish: Broom  |
| - Back Patio: approx. 22' Width x 12' Depth  | Finish: Broom  |
| - Porch: Per Print                           | Finish: Smooth |
| - City sidewalk: N/A                         | Finish: N/A    |

- Stoop at 4 Season room: N/A                      Finish: N/A

- Floor Drain: No

---

## Masonry

N/A

---

## Rough Carpentry

Rough Carpentry material and labor include:

- Exterior Walls/Plate Height: 2x4 / 9' Main Level, 2x4 / 9' Second Level
- Interior Walls/Plate Height: 2x4 / 9' Main Level, 2x4 / 9' Second Level
- Sub-floor Material: ¾" OSB
- floor structure: 11 7/8" Joist
- Exterior Sheathing: Zip Panels 7/16" OSB with integrated vapor barrier

Deck material and labor include:

- Floor Structure: N/A
  - Deck Flooring: N/A
  - Deck Railing System: N/A
- 

## Windows/Exterior Doors

Windows Includes:

- Window Manufacturer/Model: NorthStar Black Ext./Black Int. Vinyl 1000 Series per plan
- Style: Vinyl - Double Hung & Fixed windows with screens per plan
- Screen doors: Sliders only

Exterior Doors Includes:

- Hinges: Brushed Nickel
  - one (1) Milliken Primed Fiberglass (1) Front Door: Style FG-59 one panel with one lite clear glass window: Color Black
  - one (1) Milliken Steel service door from the garage to the home: Style BC-1 flush panel: color Pure White
  - one (1) NorthStar Black Vinyl slider with screen from the living room to the patio
- 

## Plumbing

Installation Includes:

- Water supply: Public Water
- Plumbing Fixtures (Sinks/Faucets/Drains, Toilets/Seats, shower/tubs, sinks/strainers, shower fixtures/drains): Samples in Portfolio at the end of this contract.
- Kitchen Garbage Disposal: yes, (1) InSinkErator Badger 5
- Water supply lines: Copper & PEX
- Water Softener: N/A
- Water Softener Loop: N/A
- Waste disposal: Public Sewer
- All waste disposal lines to be PVC
- Hot water heater Manufacturer/Model: 50 Gallon Electric Water Heater - Bradford White RE250T61NCWW264
- Primary Bath shower head: (1) shower head Sample in Portfolio.
- Lower Level Bar Sink: N/A
- Laundry Sink and Faucet: N/A
- Dog Wash with Faucet: N/A
- Outside water faucets: yes (2) one on the left side of the home and the other on the right side of the home.
- Water stops/shutoffs: yes (1) at the main water supply.

- Garbage disposal switch: Chrome Air Switch Button
  
  - Hot & Cold Spigot in Garage: N/A
- 

## HVAC

Installation Includes:

- Gas Supply: yes
  
  - Gas Outlets:
    - (a) Dryer: yes
    - (b) Furnace: yes
    - (c) Range/Oven: yes
    - (d) Water Heater: no
  
  - Furnace Name/Model: (1) 95% Efficient Amana furnace
  
  - Zones: (1)
  
  - Air-conditioning: (1) 2.5 Ton Amana
  
  - Humidifier: Aprilaire 600M
  
  - Air Cleaner: 1" Standard Pleated Filter.
  
  - Thermostat(s): (1) Programmable Digital Honeywell T4 Pro Series
  
  - Fireplace(s): Manufacturer/Model: N/A
  
  - Rooftop Deck: N/A
  
  - Vents: (1) Dryer
  
  - Exhaust Fans:
    - (a) Bath: (3) 2-exhaust fans/light comb, 1-continuous run with motion detector per electrical plan
    - (b) Kitchen: (1) yes, microwave above range.
- 

## Electrical

Installation Includes:

- The location of all interior and exterior light fixtures and switches to be installed per code and shall be shown on the Electrical Plan.

- Exterior Receptacles: (1) on the front porch, and (1) on the Patio
  
  - Type of electrical service: underground
  
  - Main Service breaker box: 150 Amp
  
  - Type of electrical receptacles: Standard white
    - Type of switches: Standard white toggle switch
      - No dimmers, Decora or Rocker are included unless otherwise specified.
  
  - Special High voltage wiring (check if applicable):
    - (a) Stove - No                      (g) Jetted Soaking Tub - No
    - (b) Fireplace - No                (h) Dryer - No
    - (c) Cooktop - No                 (i) Oven/Double Over - No
    - (d) Heat Pump - No              (j) Water Heater - Yes
    - (e) Pool Room - No              (k) Automatic Generator - No
    - (f) Hot Tub - No
  
  - Special low voltage wiring (check if applicable):
    - (a) Doorbell- Yes
    - (b) Under Cabinet Kitchen lights- No
  
  - Garage door opener: (1)
  
  - Telephone outlets: (1)
  
  - Television outlets: (2)
  
  - Home Media: N/A
  
  - Smoke Detector(s): yes and carbon monoxide detectors per code
  
  - Fireplace Blower: N/A
  
  - Computer Wiring: N/A
- 

## Insulation

Home insulation includes:

- Main sidewalls: Open cell Spray Foam 3.25"
  
- Basement sidewalls: N/A
  
- Ceiling insulation: 12 inch of loose fill cellulose an r-50 value

Garage insulation includes:

- Ceiling insulation: Open cell spray foam 8 inch
  - Firewall separation between home and garage: R-13 Batts Kraft Faced
  - Sidewalls: R-13 Fiberglass
- 

## Drywall

Home drywall Includes:

- Walls: 1/2" Drywall with a level 4 finish
- Corner Bead: Square
- Ceiling: 5/8" Drywall with a lightly textured finish.

Garage drywall includes:

- Firewall separation between home and garage: 5/8" drywall with 1 coat fire tape
  - Ceiling: 5/8" Drywall with 1 coat fire tape
  - Sidewalls: 1/2" Drywall with 1 coat fire tape
- 

## Finish Carpentry

- Interior door (style and material): Milliken Doors Hollow: Madison (one panel). MDF Pre-primed. Painted Pure White
- Interior Door Hinges: Brushed Nickel
- Door Trim/Casing (style and material): Style B Flush, 1x4 Eased Edge MDF. Painted Pure White
- Base Board Trim (style and material): Style B, 1X6 Eased Edge MDF. Painted Pure White
- Window Trim/Casing (style and material):
  - (a) Casing: Style B Flush, 1x4 Eased Edge MDF. Painted Pure White
  - (b) Extension Jamb: 1x4 poplar (finger jointed). Pre-Primed. Painted Pure White
- Stairs/ Custom Built-ins Pre-Engineered:
  - (a) Treads: 3/4" OSB

- (b) Risers: 3/4" OSB
- (c) Side Skirt Boards: Pre Primed MDF 1x10 - Painted Pure White
- (d) Handrail: Wall Mounted LJ Smith 6010 – Painted Black
- (e) Bathrooms Mirrors - All Bathroom mirrors are cased out with MDF 1x4 painted to match interior trim finish.

- Garage Finish Trim: N/A

---

## Interior Painting

- (2 CHOICE OF WALL COLORS, 1 CHOICE OF TRIM COLOR)

- \$200.00 per extra color selection. Dark colors may need extra coats of paint and will need to be priced separately from the paint contractor.

(a) Interior wall: one (1) coat of primer and two (2) coats of wall paint; Color: Repcolite- Hallmark Matte Finish-Color Big Chill SW7648 & Garret Gray SW6075. see diagram for locations

(b) Interior trim: two (2) coats of trim paint; Color: Repcolite- Scuff X Satin Finish-Color Pure White

(c) Handrail Trim Color: Interior trim: two (2) coats of trim paint; Color: Repcolite- Scuff X Satin Finish-Color Pure White

(d) Garage Finish Paint: N/A

---

## Siding/Roofing/Gutter

Siding Includes:

- Siding: Vinyl, CertainTeed Monogram - (Standard Stock Premium Color) Choice of Samples selected by the Viridian Shore Architectural Community that is displayed in the showroom (.042) Dble 4" Lap Siding per plan. Color: Linen and Sable. See diagram for location

- Shakes: N/A

- Board & Batten: N/A

- Exterior Trim: LP Smart - 1x6 on All doors, windows, and outside corners.

- Front Porch Beam & Columns: N/A

- Front Porch Soffit (ceilings): N/A

- Fascia & Soffit (eves): Aluminum 6" fascia, Aluminum Triple 4" Soffit, Color White (fascia), Black (soffit)

Roofing Includes:

- CertainTeed Landmark 25 year Dimensional shingles with xt-25 cap shingles (Choice of samples displayed in the showroom) Color: Black

- Pitch of the roof: 4/12"

- Synthetic felt - rhino or equal
- Underlay: two (2) course ice/water shield, iko storm-shield or equal Synthetic 15lbs. felt
- Drip Edge: Aluminum, Color: Black
- Metal: N/A

Gutters system to be installed with 5" seamless (.027) Aluminum gutters, (.019) 2"x3" Downspouts with hidden fasteners Color: White (Does not include drain tile and pop up drains)

---

## Exterior Painting

- two (2) coats of Benjamin Moore Ultra Spec, Finish - Satin, Color: to match surrounding vinyl siding
- 

## Overhead Garage Door

Overhead Garage Door Includes:

- Type of garage doors: Clopay modern steel model 4308
    - Style - Modern Flush Panel w/Contemporary windows inserts (slim 37" x 8" frosted w/black frame)
    - Size - (1) Black 16'x8'.
    - Openers - Lift Master 8165. ½ hp, (1) 8' Chain Driven with (2) wireless remotes.
- 

## Allowances

3141 - Electrical Fixtures Allowance

Fixtures included: All Pendant lights, Flush Mount, Semi-flush mount, Chandelier, Wall mounts, Exterior hanging, Ceiling fans, and Bathroom Vanities

7005 - Flooring/Tile Coverings Allowance

Flooring/Tile covers include:

- Cali Builder Choice LVP: Color Thornwood - Great Room, Dining Room, Kitchen, Foyer, Powder Room, Laundry, Hall Bath, Mech. Room
- Dreamweaver Finishing Touch Carpet: Color North Star 2852 - owner's suite, WIC, staircase, bed #2, bed #3, Bed #4 Loft
- DalTile 3x12 Color White Glossy with Tec Silverado grout - kitchen splash
- Design Positive Gloss 8x20 White Tile (vertical) with Tec Silverado grout- primary shower (not including the ceiling) in a brickset pattern and 2x2 square white tile floor

7006 - Cabinets Allowance

Cabinets Includes:

- Kitchen - Homecrest, Painted. Color: Iceberg
- Primary Bath - Homecrest, Painted. Color: Iceberg
- Bath #2 - Homecrest, Painted. Color: Iceberg
- Laundry - N/A
- powder bath - Homecrest, Painted. Color: Iceberg

7007 - Countertops Allowance

## Counter Tops Includes:

- Kitchen - Granite - Color: Antique White
- Primary Bath - Quartz - Color: Willow White with 4" extruded backsplash
- Bath #2 - Quartz - Color: Willow White with 4" extruded backsplash
- powder bath - Quartz - Color: Willow White with 4" extruded backsplash
- laundry - N/A

## 7009 - Hardware Allowance

## Hardware Includes:

- Interior & Exterior Door Knobs
- Towel Bars
- Toilet Paper Holders
- House Address Numbers
- Cabinet Pulls/Knobs
- Hinge Stops

## 7011 - Closet Shelving Allowance

## Shelving Includes:

- Melamine - Owner's suite WIC
- Wire shelving -throughout the rest of the home.

for All Closets/Storage/Linen Shelves

Please see attached portfolio.

## 7013 - Appliances Allowance

## Appliances includes:

- (a) Range/oven: Whirlpool WEG51550LS
- (b) Microwave: Whirlpool WMH31017HS
- (c) Dishwasher: Whirlpool WDF520PADM
- (d) Refrigerator/freezer: Whirlpool WRF535SWHZ
- (e) Washer/Dryer: N/A

## 5620 - Shower doors Allowance

Primary Shower - Euro Clear Glass Door/Panel with Chrome Hardware

## 7016 - Landscaping Allowance

Select from the three (3) pre-approved Architectural Committee Landscaping Plans

## 3131 - Plumbing Allowance

## Fixtures Include:

Fiberglass Tubs/ Showers, Valves, Valve Trim, Sinks, Faucets, Toilets, and Sink Drains.

Note: plumbing fixtures that are not purchased through the plumber will not be warranted.

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**HOMEOWNER IS RESPONSIBLE FOR ALL ITEMS they PURCHASED FROM ANY SUPPLIER OTHER THAN THRU BUILDER. BUILDER IS NOT RESPONSIBLE FOR ANY DAMAGES, THEFT, WARRANTIES ON ANY PRODUCTS NOT PURCHASED THRU THE BUILDER. THIS INCLUDES DURING COURSE OF CONSTRUCTION, DELIVER OR/AND INSTALLATION OF ALL PRODUCTS. OWNER IS RESPONSIBLE FOR ALL PICKUPS, DELIVERIES, AND RETURNS. BUILDER IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE HOME IN THE RESULT OF ANY MALFUNCTIONS OF THE PRODUCT AND OR INSTALLATION. BUILDER IS NOT RESPONSIBLE FOR ANY LABOR COST TO RECTIFY THE DAMAGES CAUSED BY ITEMS SUPPLIED BY HOMEOWNER.**

**PLEASE NOTE: Excavation and Construction will not start until all selections have been signed for approval.**

**Final certificate of occupancy permits will not be released to the homeowner to move in until the builder has received final payment for all sworn statements and change orders.**

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

---

**Date:**

---

**Print Name:**

---

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 Fish Partners LLC to construct a new home at 315 Edison Ct. in the Jackson Hill neighborhood, and;

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

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

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

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

Adopted this 12th day of May, 2026.

**Ayes:**

**Nays:**

**Absent:**

By: \_\_\_\_\_  
Ken Johnson, Mayor

Attest: \_\_\_\_\_  
Ann Meisch  
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2026.

By: \_\_\_\_\_  
Ann Meisch  
City Clerk

**Muskegon County Treasurer's Certificate**

I hereby Certify that there are no Tax Liens or Titles held by The State Or any Individual against the within description, and all Taxes on same Are paid for five years preceding the 8th day of October, 2025 as Shown by the records in my office Muskegon County Treasurer

No. TN196406



**Received & Sealed for Record**  
**William A. Moulatsiotis Register of Deeds**  
**Muskegon County Michigan**

10/08/2025 08:39:43 AM Liber: 4398 Page: 557

**William A. Moulatsiotis**  
**Register of Deeds**  
Muskegon County Michigan  
5864090 D01

**Liber: 4398 Page: 557**  
**Page: 1 of 2**  
10/08/2025 08:39:43 AM

**AFFIX REAL ESTATE TRANSFER  
TAX STAMP AFTER RECORDING**

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS: That Viridian Shores Land Co., LLC, a Michigan limited liability company

whose address is 112 W Jefferson Blvd., Suite 200, South Bend, IN 46601

Convey(s) and Warrant(s) to Fish Partners LLC, a Michigan limited liability company

whose address is: 3045 Ridge Port NW, Grand Rapids, MI 49544

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

Units 13, 28, 29, 30, Viridian Shores, a Condominium according to the Master Deed recorded in Liber 4283, Page 880, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 220, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and as Described in Act 59 of the Public Acts of 1978 as amended.

61-24-840-000-0013-00 MLP/EQ                      61-24-840-000-0029-00 MLP/EQ  
61-24-840-000-0028-00 MLP/EQ                      61-24-840-000-0030-00 MLP/EQ

Tax Parcel # 61-24-840-000-0013-00, 61-24-840-000-0028-00, 61-24-840-000-0029-00, 61-24-840-000-0030-00

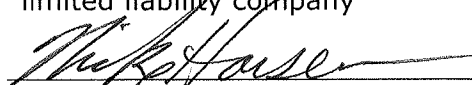
Commonly known as: 270 Viridian Shores Drive Lot 13, Muskegon, MI 49440; Viridian Shores Drive Lot 28  
312 Edison Ct, Muskegon, MI 49440; Viridian Shores Drive Lot 29  
313 Edison Ct, Muskegon, MI 49440; Viridian Shores Drive Lot 30  
315 Edison Ct, Muskegon, MI 49440

For the full consideration of: One Dollar (\$1.00) and other valuable considerations.  
PLEASE AFFIX REVENUE STAMPS AFTER RECORDING

subject to easements, use, building and other restrictions of record, if any; further subject to any liens or encumbrances thereon due to the acts or negligence of the grantee since 8/12/2025 that being the date of a certain land contract and/or a certain lease in fulfillment of which this deed is given and accepted

Dated: October 07, 2025

Signed and Sealed:  
Viridian Shores Land Co., LLC, a Michigan limited liability company

  
By Mike Houseman, manager

Page 1  
File No.: 469144LKR



**Received for Record**  
**William A. Moulatsiotis Register of Deeds**  
**Muskegon County Michigan**

10/07/2025 04:11:09 PM 196406 58 of 551

(Warranty Deed (page 2) dated: October 07, 2025  
between Viridian Shores Land Co., LLC, a Michigan limited liability company, Seller(s) and Fish Partners  
LLC, a Michigan limited liability company, Purchaser(s).)

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me on October 7, 2025, by Mike Houseman, manager  
of Viridian Shores Land Co., LLC, a Michigan limited liability company.

(Sign Name:)



(Print Name:)

**Megan Hall**

Notary Public Muskegon County, Michigan

Acting in \_\_\_\_\_ County

My commission expires: \_\_\_\_\_

Notary Public, Muskegon Co., Michigan

My Commission Expires 03/19/2027

Acting in the County of: MUSKEGON

File No.: 469144LKR

Drafted by:	Return to:
Mike Houseman Viridian Shores Land Co., LLC, a Michigan limited liability company 112 W Jefferson Blvd #200 South Bend, IN 46601	Fish Partners LLC 3045 Ridge Port NW Grand Rapids, MI 49544
County Treasurer's Certificate	City Treasurer's Certificate



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Neighborhood Enterprise Zone Certificates - 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue.							
<b>Submitted by:</b> Isabela Gonzalez, Development Analyst	<b>Department:</b> Economic Development							
<b>Brief Summary:</b>  Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue.								
<b>Detailed Summary &amp; Background:</b>  Habitat for Humanity of Kent County has submitted three applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 541, 551, and 561 Catherine Avenue. Each home is estimated to cost \$244,012 to construct. Habitat for Humanity of Kent County intends to sell these homes to households earning up to 80% of the Area Median Income (AMI).  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.								
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business								
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>								
<b>Amount Requested:</b> N/A	<b>Budgeted Item:</b> <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%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Fund(s) or Account(s):</b> N/A	<b>Budget Amendment Needed:</b> <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%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

**Recommended Motion:**

I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years for the properties located at 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue, and authorize the City Clerk and Mayor to sign the applications and resolutions.

**Approvals:**

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

**Name the Policy/Ordinance Followed:**

Public Act 147 of 1992, as amended

Project name 26001 | 541 Catherine  
 Plan owner Isabela Braga  
 Project start date 2/19/2026  
 Project finish date 10/16/2026  
 Duration 190 days  
 % complete 0%  
 Exported on 3/5/2026

Task Nbr	Outline Nbr	Name	Duration	Depends on	Start	Finish
1	1	[ SUMMARY ]	136 days		4/9/2026	10/16/2026
7	2	[ PRE-DEVELOPMENT ]	31 days		1/26/2026	3/9/2026
15	3	[ PRE-CONSTRUCTION ]	29 days		3/2/2026	4/9/2026
36	4	[ CONSTRUCTION ]	151 days		3/20/2026	10/16/2026
37	4.1	Procurement +	120 days		4/20/2026	5/4/2026
38	4.1.1	Under slab, VB, tape (2w)	10 days	106SF	4/20/2026	5/4/2026
39	4.1.2	Lumber	38 days		4/27/2026	6/17/2026
40	4.1.2.1	Basement, subfloor (2w)	10 days	108SF	4/27/2026	5/11/2026
41	4.1.2.2	1st Floor Joists (2w)	10 days	108SF	4/27/2026	5/11/2026
42	4.1.2.3	1st Floor Walls (2w)	10 days	113SF	5/7/2026	5/21/2026
43	4.1.2.4	2nd Floor Joists (2w)	10 days	114SF	5/21/2026	6/3/2026
44	4.1.2.5	2nd Floor Walls (2w)	10 days	115SF	5/21/2026	6/3/2026
45	4.1.2.6	Trusses (3w)	15 days	116SF	5/14/2026	6/4/2026
46	4.1.2.7	i-Stair (2w)	10 days	113FS	6/4/2026	6/17/2026
47	4.1.3	Exterior	44 days		4/27/2026	6/26/2026
48	4.1.3.1	Windows (7-8w)	40 days	123SF	4/27/2026	6/22/2026
49	4.1.3.2	Exterior Doors (4w)	20 days	124SF	5/28/2026	6/25/2026
50	4.1.3.3	Roofing (1-2w)	10 days	120SF	6/1/2026	6/15/2026
51	4.1.3.4	Exterior Foam, Weather Barrier, Tape (2w)	10 days	117SF	5/25/2026	6/8/2026
52	4.1.3.5	Siding (2-3w)	15 days	125SF	6/5/2026	6/26/2026
53	4.1.4	Finishes	65 days		6/1/2026	8/31/2026
54	4.1.4.1	LVP Flooring (2w)	10 days	154SF	7/15/2026	7/29/2026
55	4.1.4.2	Interior Doors (4w)	20 days	155SF	7/6/2026	8/3/2026
56	4.1.4.3	Interior Trim (2w)	10 days	155SF	7/20/2026	8/3/2026
57	4.1.4.4	Door Hardware, TA, Shelves (2w)	10 days	160SF	8/17/2026	8/31/2026
58	4.1.4.5	Cabinets/Vanities (6-8w)	40 days	152SF	6/1/2026	7/27/2026
59	4.1.4.6	Countertops (3w)	15 days	153FS	7/30/2026	8/19/2026
60	4.1.5	MEPs	88 days		6/1/2026	9/30/2026
61	4.1.5.1	Electrical Gear (2w)	10 days	139SF	6/1/2026	6/15/2026
62	4.1.5.2	Water Meter Spacer, water heater (2w)	10 days	135SF	6/10/2026	6/24/2026
63	4.1.5.3	ERV (2w)	10 days	131SF	6/8/2026	6/22/2026
64	4.1.5.4	Toilet (1w)	5 days	165SF	8/28/2026	9/4/2026
65	4.1.5.5	Light Fixtures, other finishes (2-3w)	15 days	164FS	9/10/2026	9/30/2026
66	4.1.6	Appliances (4w)	20 days	168FS	9/7/2026	10/2/2026
67	4.2	Mobilization +	49 days		3/20/2026	5/27/2026
89	4.3	Site Work Pt 1 +	2 days		4/16/2026	4/17/2026

90	4.3.1	Stake (1d)	1 day	91SF	4/16/2026	4/17/2026
91	4.3.2	Dig Foundation	1 day	83FS	4/17/2026	4/17/2026
92	4.3.3	Drop on site: silt & snow fences, blankets, etc.	1 day	91SS	4/17/2026	4/17/2026
<b>93</b>	<b>4.4</b>	<b>Site Work Pt 2 +</b>	<b>5 days</b>		<b>7/10/2026</b>	<b>7/16/2026</b>
94	4.4.1	Site prep for concrete	1 day	125FS	7/10/2026	7/10/2026
95	4.4.2	Pour driveway and sidewalk	1 day	94FS	7/13/2026	7/13/2026
96	4.4.3	Shed	1 day	95FS	7/14/2026	7/14/2026
97	4.4.4	Landscaping	1 day	96FS	7/15/2026	7/15/2026
98	4.4.5	Remove catch basin bags & other erosion controls	1 day	97FS	7/16/2026	7/16/2026
<b>99</b>	<b>4.5</b>	<b>Foundation +</b>	<b>4 days</b>		<b>4/27/2026</b>	<b>4/30/2026</b>
100	4.5.1	Set foundation walls	2 days	91FS+5d	4/27/2026	4/28/2026
101	4.5.2	Inspection	2 days	100FS	4/29/2026	4/30/2026
<b>102</b>	<b>4.6</b>	<b>Underground +</b>	<b>5 days</b>		<b>4/29/2026</b>	<b>5/5/2026</b>
103	4.6.1	Water and sewer hook up, GLSW seal at penetration	5 days	100FS	4/29/2026	5/5/2026
104	4.6.2	Plumbing underground and inspections	3 days	100FS	4/29/2026	5/1/2026
<b>105</b>	<b>4.7</b>	<b>Slab and Framing +</b>	<b>35 days</b>		<b>5/4/2026</b>	<b>6/19/2026</b>
106	4.7.1	Install underslab insulation & vapor barrier, 3rd party inspection	2 days	104FS	5/4/2026	5/5/2026
107	4.7.2	Pour footing (and slab, if possible)	3 days	106FS	5/6/2026	5/8/2026
108	4.7.3	Set sills, joists, blocking, frame basement walls	3 days	107FS	5/11/2026	5/13/2026
109	4.7.4	Build 1st floor deck	1 day	108FS	5/14/2026	5/14/2026
110	4.7.5	Pour basement floor (if delay is required)	0 days	109FS	5/14/2026	5/14/2026
111	4.7.6	GLSW inspection	2 days	110FS	5/15/2026	5/18/2026
112	4.7.7	Backfill	2 days	111FS	5/19/2026	5/20/2026
113	4.7.8	Frame 1st floor walls, stairs, blocking, porch	10 days	112FS	5/21/2026	6/3/2026
114	4.7.9	Build 2nd floor deck (3d)	0 days	113FS	6/3/2026	6/3/2026
115	4.7.10	Frame 2nd floor walls, stairs, blocking (10d)	0 days	114FS	6/3/2026	6/3/2026
116	4.7.11	Set trusses, roof sheathing	2 days	115FS	6/4/2026	6/5/2026
117	4.7.12	Ext foam, weather barrier, tape	5 days	116FS	6/8/2026	6/12/2026
118	4.7.13	Rough in building inspection	5 days	117FS	6/15/2026	6/19/2026
<b>119</b>	<b>4.8</b>	<b>Exterior +</b>	<b>24 days</b>		<b>6/15/2026</b>	<b>7/16/2026</b>
120	4.8.1	Shingle Roof	5 days	117FS	6/15/2026	6/19/2026
121	4.8.2	Air seal all wood to wood joint at ext walls, tyvek behind tub at ext wall	5 days	120FS	6/22/2026	6/26/2026
<b>122</b>	<b>4.8.3</b>	<b>Secure home</b>	<b>4 days</b>		<b>6/22/2026</b>	<b>6/25/2026</b>
123	4.8.3.1	Windows	3 days	118FS	6/22/2026	6/24/2026
124	4.8.3.2	Doors	1 day	123FS	6/25/2026	6/25/2026
125	4.8.4	Install siding and soffit	10 days	122FS	6/26/2026	7/9/2026
126	4.8.5	Exterior finish work (trim, caulk, paint)	5 days	125FS	7/10/2026	7/16/2026
127	4.8.6	Gutter Install	3 days	125FS	7/10/2026	7/14/2026
<b>128</b>	<b>4.9</b>	<b>Rough In +</b>	<b>22 days</b>		<b>6/8/2026</b>	<b>7/7/2026</b>
129	4.9.1	MEP walk through	5 days	116FS	6/8/2026	6/12/2026
<b>130</b>	<b>4.9.2</b>	<b>HVAC</b>	<b>9 days</b>		<b>6/22/2026</b>	<b>7/2/2026</b>
131	4.9.2.1	Rough in, fire stop, tape/seal at ext. penetrations	5 days	120FS	6/22/2026	6/26/2026
132	4.9.2.2	Inspection approved	3 days	131FS	6/29/2026	7/1/2026
133	4.9.2.3	Cover/protect ducts	1 day	132FS	7/2/2026	7/2/2026
<b>134</b>	<b>4.9.3</b>	<b>Plumbing</b>	<b>8 days</b>		<b>6/24/2026</b>	<b>7/3/2026</b>

135	4.9.3.1	Rough in, fire stop, tape/seal at ext. penetrations	4 days	131FS-3d	6/24/2026	6/29/2026
136	4.9.3.2	Install pipe insulation	1 day	135FS	6/30/2026	6/30/2026
137	4.9.3.3	Inspections approved	3 days	136FS	7/1/2026	7/3/2026
<b>138</b>	<b>4.9.4</b>	<b>Electrical</b>	<b>17 days</b>		<b>6/15/2026</b>	<b>7/7/2026</b>
139	4.9.4.1	Set service and panel	1 day	117FS	6/15/2026	6/15/2026
140	4.9.4.2	Rough in, fire stop, tape/seal at ext. penetrations	5 days	135FS-3d	6/25/2026	7/1/2026
141	4.9.4.3	Inspections approved	3 days	140FS	7/2/2026	7/6/2026
142	4.9.4.4	Email 'Go Ready' to CE	1 day	141FS	7/7/2026	7/7/2026
<b>143</b>	<b>4.10</b>	<b>Insulation, Drywall, Paint +</b>	<b>20 days</b>		<b>6/29/2026</b>	<b>7/24/2026</b>
144	4.10.1	Pre-insulation clean	1 day	121FS, 118FS	6/29/2026	6/29/2026
145	4.10.2	Install closed cell foam and cellulose insulation	1 day	144FS	6/30/2026	6/30/2026
146	4.10.3	Pre-drywall inspection by third party	1 day	145FS	7/1/2026	7/1/2026
147	4.10.4	Hang drywall and finish	11 days	146FS	7/2/2026	7/16/2026
148	4.10.5	Install attic foam flash and blow insulation	2 days	147FS-5d	7/10/2026	7/13/2026
149	4.10.6	Pre-paint clean	1 day	147FS	7/17/2026	7/17/2026
150	4.10.7	Prime, paint walls and ceiling	5 days	149FS	7/20/2026	7/24/2026
<b>151</b>	<b>4.11</b>	<b>Carpentry and Finishes +</b>	<b>33 days</b>		<b>7/27/2026</b>	<b>9/9/2026</b>
152	4.11.1	Kitchen/bath cabinets install	2 days	150FS	7/27/2026	7/28/2026
153	4.11.2	Template countertops	1 day	152FS	7/29/2026	7/29/2026
154	4.11.3	LVP install	3 days	152FS	7/29/2026	7/31/2026
155	4.11.4	Interior trim and doors	10 days	154FS	8/3/2026	8/14/2026
156	4.11.5	Spackle, caulk, sand	2 days	155FS	8/17/2026	8/18/2026
157	4.11.6	Paint trim	4 days	156FS	8/19/2026	8/24/2026
158	4.11.7	Install countertops	1 day	59FS	8/20/2026	8/20/2026
159	4.11.8	Paint interior and exterior doors	4 days	157FS	8/25/2026	8/28/2026
160	4.11.9	Door hardware, TA, Shelves	3 days	159FS	8/31/2026	9/2/2026
161	4.11.10	Caulk at countertop, touch up wall paint, clean up	3 days	158FS, 160FS	9/3/2026	9/7/2026
162	4.11.11	Carpet installation	2 days	161FS	9/8/2026	9/9/2026
<b>163</b>	<b>4.12</b>	<b>MEP Finishes +</b>	<b>4 days</b>		<b>9/4/2026</b>	<b>9/9/2026</b>
164	4.12.1	EC to install plugs, faceplates, switches, fixtures	4 days	161FS-2d	9/4/2026	9/9/2026
165	4.12.2	Plumbing fixtures	4 days	161FS-2d	9/4/2026	9/9/2026
166	4.12.3	HVAC filters, vents	4 days	161FS-2d	9/4/2026	9/9/2026
<b>167</b>	<b>4.13</b>	<b>MEP Final Connections and Inspections +</b>	<b>6 days</b>		<b>9/4/2026</b>	<b>9/11/2026</b>
168	4.13.1	Install appliances	1 day	161FS-2d	9/4/2026	9/4/2026
169	4.13.2	EC Final connections and inspections	5 days	168FS	9/7/2026	9/11/2026
170	4.13.3	HVAC Final connections and inspections	5 days	168FS	9/7/2026	9/11/2026
171	4.13.4	Plumbing Final connections and inspections	5 days	168FS	9/7/2026	9/11/2026
<b>172</b>	<b>4.14</b>	<b>Misc. and Punch +</b>	<b>25 days</b>		<b>9/14/2026</b>	<b>10/16/2026</b>
173	4.14.1	HFHKC Punch Walk	1 day	167FS, 93FS	9/14/2026	9/14/2026
174	4.14.2	Punch work	10 days	173FS	9/15/2026	9/28/2026
175	4.14.3	Final Clean, Notify Comms for photos	2 days	174FS	9/29/2026	9/30/2026
176	4.14.4	Energy Audit, LEED/Energy Start checklists, Final HERS for DPA, place air sticker	10 days	175FS	10/1/2026	10/14/2026
177	4.14.5	Final Building Inspection	2 days	176FS	10/15/2026	10/16/2026
<b>178</b>	<b>5</b>	<b>[ POST-CONSTRUCTION ]</b>	<b>0 days</b>		<b>10/16/2026</b>	<b>10/16/2026</b>

QUIT CLAIM DEED

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

QUIT CLAIMS TO: **Habitat for Humanity of Kent County**, a Michigan nonprofit corporation, of 425 Pleasant Street, SW, Grand Rapids, MI, 49503, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

**CITY OF MUSKEGON REVISED PLAT 1903 W 44 FT LOT 5 BLK 81;**

Address: **541 CATHERINE** (#24-205-081-0005-01).

for the sum of: Two Thousand, Five Hundred Dollars (\$2,500.00)

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 April 2026

Signed in the presence of:

Linda Potter  
Linda Potter

Jessica Grimm  
Jessica Grimm

CITY OF MUSKEGON

By Ken Johnson  
Ken Johnson, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 1st day of April 2026, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos  
City of Muskegon  
933 Terrace St Rm 202  
Muskegon, MI 49440  
Telephone: (231) 724-6702

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

**WHEN RECORDED RETURN TO: GRANTEE**

**SEND SUBSEQUENT TAX BILLS TO: GRANTEE**

RECEIVED

MAR 25 2026

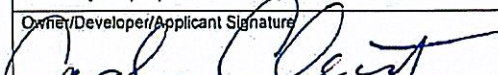
Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

# Application for Neighborhood Enterprise Zone Certificate

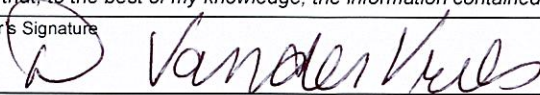
Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and 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 Habitat for Humanity of Kent County		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility	
Facility's Street Address 541 Catherine Ave		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City Muskegon	State MI	ZIP Code 49442	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
Name of City, Township or Village (taxing authority) Muskegon		Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		County Muskegon	
Identify who will complete the work <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit) \$244,012.00	
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. Habitat for Humanity of Kent County is currently building an affordable 3 bed, 1 bath, 1150 sq ft home on this property. When completed, the home will be sold to a homebuyer earning up to 80% of the Area Median Income (AMI).			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date 1/26/2026	End Date 10/16/2026		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Andrew Claucherty			
Contact Telephone Number (616) 588-5233		Contact Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Name Habitat for Humanity of Kent County			
Owner/Developer/Applicant Telephone Number (616) 588-5233		Owner/Developer/Applicant Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Mailing Address 1739 Elizabeth Ave NW		City Grand Rapids	State MI    ZIP Code 49504
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 3/24/26	

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>				
Name of LGU <b>City of Muskegon</b>				
Assessor's Name (First and last name) <b>Donna VanderVries</b>				
Assessor's Telephone Number <b>231 750 6750</b>		Assessor's Email Address <b>vandervriesdo@MuskegonCounty.net</b>		
<p><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></p> <p><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></p> <p><i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i></p>				
Assessor's Signature 			Date <b>5/8/26</b>	
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>				
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: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application:  <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel identification number <input type="checkbox"/> 3. Resolution approving the zone. <input type="checkbox"/> 4. Resolution approving the application. <input type="checkbox"/> 5. <b>REHABILITATION APPLICATIONS ONLY.</b> 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
<p><i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i></p> <p><i>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.</i></p>				
Clerk's Signature			Date	

The completed application and additional required documentation can be emailed to [PTE@michigan.gov](mailto: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.

RECEIVED

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MAR 25 2026

Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

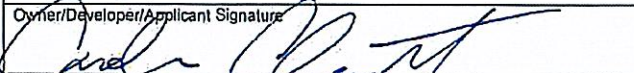
CITY OF MUSKEGON  
DEVELOPMENT SERVICES

# Application for Neighborhood Enterprise Zone Certificate

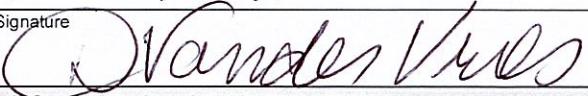
Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
CITY OF MUSKEGON DEVELOPMENT SERVICES	
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.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name Habitat for Humanity of Kent County		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility	
Facility's Street Address 551 Catherine Ave		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City Muskegon	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) Muskegon		Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
County Muskegon		Estimated Project Cost (per unit) \$244,012.00	
Identify who will complete the work <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> 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. Habitat for Humanity of Kent County is currently building an affordable 3 bed, 1 bath, 1150 sq ft home on this property. When completed, the home will be sold to a homebuyer earning up to 80% of the Area Median Income (AMI).			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date 2/19/2026	End Date 11/20/2026		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Andrew Claucherty			
Contact Telephone Number (616) 588-5233		Contact Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Name Habitat for Humanity of Kent County			
Owner/Developer/Applicant Telephone Number (616) 588-5233		Owner/Developer/Applicant Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Mailing Address 1739 Elizabeth Ave NW		City Grand Rapids	State MI    ZIP Code 49504
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 3/24/26	

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
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>vanderuriesdo@MuskegonCounty.net</i>	
<p><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></p> <p><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></p> <p><i>I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.</i></p>			
Assessor's Signature 			Date <i>5/4/20</i>
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
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: <input type="checkbox"/> Exemption Approved for _____ Years (6-15) <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building) <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: <input type="checkbox"/> 1. Original Application <input type="checkbox"/> 2. Legal description of the real property with parcel identification number <input type="checkbox"/> 3. Resolution approving the zone. <input type="checkbox"/> 4. Resolution approving the application. <input type="checkbox"/> 5. <b>REHABILITATION APPLICATIONS ONLY.</b> 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](mailto: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.

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Michigan Department of Treasury  
4775 (Rev. 09-25), Page 1

MAR 25 2026

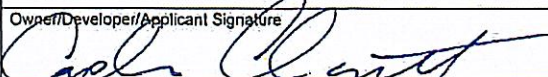
# Application for Neighborhood Enterprise Zone Certificate

DEVELOPMENT SERVICES

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

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
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PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name Habitat for Humanity of Kent County		Type of Approval Requested <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Rehabilitated Facility	
Facility's Street Address 561 Catherine Ave		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
City Muskegon	State MI	ZIP Code 49442	Is the facility owned or rented by occupants? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented
Name of City, Township or Village (taxing authority) Muskegon		Type of Property (check one) <input checked="" type="checkbox"/> House <input type="checkbox"/> Duplex <input type="checkbox"/> Condo <input type="checkbox"/> Loft <input type="checkbox"/> Apartment - No. of Units _____	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		County Muskegon	
Identify who will complete the work <input checked="" type="checkbox"/> Licensed Contractor <input type="checkbox"/> Other _____		Estimated Project Cost (per unit) \$244,012.00	
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. Habitat for Humanity of Kent County is currently building an affordable 3 bed, 1 bath, 1150 sq ft home on this property. When completed, the home will be sold to a homebuyer earning up to 80% of the Area Median Income (AMI).			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Building Permit Date (if applicable)	
Begin Date 2/19/2026	End Date 12/25/2026		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Andrew Claucherty			
Contact Telephone Number (616) 588-5233		Contact Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Name Habitat for Humanity of Kent County			
Owner/Developer/Applicant Telephone Number (616) 588-5233		Owner/Developer/Applicant Email Address AClaucherty@habitatkent.org	
Owner/Developer/Applicant Mailing Address 1739 Elizabeth Ave NW		City Grand Rapids	State MI
		ZIP Code 49504	
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.			
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Owner/Developer/Applicant Signature 		Date 3/24/2026	

Continue on Page 2

<b>PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)</b>			
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>vandervriesdo@muskogoncounty.net</i>	
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Assessor's Signature <i>D VanderVries</i>			Date <i>5/4/26</i>
<b>PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)</b>			
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:  <input type="checkbox"/> Exemption Approved for _____ Years (6-15)  <input type="checkbox"/> Exemption Approved for _____ Years (11-17 qualified historic building)  <input type="checkbox"/> Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application:  <input type="checkbox"/> 1. Original Application  <input type="checkbox"/> 2. Legal description of the real property with parcel identification number  <input type="checkbox"/> 3. Resolution approving the zone.  <input type="checkbox"/> 4. Resolution approving the application.  <input type="checkbox"/> 5. <b>REHABILITATION APPLICATIONS ONLY.</b> 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
<p><i>I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.</i></p> <p><i>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.</i></p>			
Clerk's Signature			Date

The completed application and additional required documentation can be emailed to [PTE@michigan.gov](mailto: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.

**CITY OF MUSKEGON**

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



Receipt: 0101074466      Apr/09/2026

Cashier:      WENDY.WEBSTER

Received Of: **HABITAT FOR HUMANITY OF KENT CO**  
**1739 ELIZABETH AVE NW**  
**GRAND RAPIDS, MI 49504**

Desc: NEZ 541, 551, 561 CATHERINE

Planning

The sum of:      **\$150.00**

19-10	NEZ APPLICATION FEE			150.00
	TAX ABATEMENT APPLICATION FEES	101-000-640	150.00	
			<b>Total</b>	<b>150.00</b>

TENDERED:	CREDIT CARD PAY	pi_3TKL9AGIQKDaq3mu1Pf	150.00
TENDERED:	Credit Card Fee	pi_3TKL9AGIQKDaq3mu1Pf	4.70

NOTES NEZ 541, 551, 561 CATHERINE

QUIT CLAIM DEED

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

QUIT CLAIMS TO: **CITY OF MUSKEGON, Habitat for Humanity of Kent County**, a Michigan nonprofit corporation, of 425 Pleasant Street, SW, Grand Rapids, MI, 49503, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

**CITY OF MUSKEGON REVISED PLAT 1903 W 22 FT LOT 4 & E 22 FT LOT 5 BLK 81;**

Address: **551 CATHERINE** (#24-205-081-0004-10).

for the sum of: Two Thousand, Five Hundred Dollars (\$2,500.00)

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 April 2026

Signed in the presence of:

Linda Potter  
Linda Potter

Jessica Grimm  
Jessica Grimm

CITY OF MUSKEGON

By Ken Johnson  
Ken Johnson, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 1st day of April 2026, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos  
City of Muskegon  
933 Terrace St Rm 202  
Muskegon, MI 49440  
Telephone: (231) 724-6702

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

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

QUIT CLAIM DEED

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

QUIT CLAIMS TO: **Habitat for Humanity of Kent County**, a Michigan nonprofit corporation, of 425 Pleasant Street, SW, Grand Rapids, MI, 49503, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

**CITY OF MUSKEGON REVISED PLAT 1903 E 44 FT LOT 4 BLK 81;**

Address: **561 CATHERINE** (#24-205-081-0004-01).

for the sum of: Two Thousand, Five Hundred Dollars (\$2,500.00)

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 April 2026

Signed in the presence of:

Linda Potter  
Linda Potter  
Jessica Grimm  
Jessica Grimm

CITY OF MUSKEGON

By Ken Johnson  
Ken Johnson, Its Mayor

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

STATE OF MICHIGAN  
COUNTY OF MUSKEGON

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PREPARED BY: Samantha Pulos  
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933 Terrace St Rm 202  
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Telephone: (231) 724-6702

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

**WHEN RECORDED RETURN TO: GRANTEE**

**SEND SUBSEQUENT TAX BILLS TO: GRANTEE**

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 Habitat for Humanity of Kent County to construct a new home at 561 Catherine 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 Habitat for Humanity of Kent County be approved.

Adopted this 12th day of May, 2026.

**Ayes:**

**Nays:**

**Absent:**

By: \_\_\_\_\_  
Ken Johnson, Mayor

Attest: \_\_\_\_\_  
Ann Meisch  
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2026.

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 Habitat for Humanity of Kent County to construct a new home at 551 Catherine 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 Habitat for Humanity of Kent County be approved.

Adopted this 12th day of May, 2026.

**Ayes:**

**Nays:**

**Absent:**

By: \_\_\_\_\_  
Ken Johnson, Mayor

Attest: \_\_\_\_\_  
Ann Meisch  
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2026.

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 Habitat for Humanity of Kent County to construct a new home at 541 Catherine 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 Habitat for Humanity of Kent County be approved.

Adopted this 12th day of May, 2026.

**Ayes:**

**Nays:**

**Absent:**

By: \_\_\_\_\_  
Ken Johnson, Mayor

Attest: \_\_\_\_\_  
Ann Meisch  
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 12, 2026.

By: \_\_\_\_\_  
Ann Meisch  
City Clerk



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Issuance of an Obsolete Property Certificate - 1937 Lakeshore Dr.
<b>Submitted by:</b> Isabela Gonzalez, Development Analyst	<b>Department:</b> Economic Development
<p><b>Brief Summary:</b>          Pursuant to Public Act 146 of 2000, Lakeside Development Properties LLC has requested the issuance of an Obsolete Property Rehabilitation Certificate for the property located at 1937 Lakeshore Drive to support redevelopment of the site.</p>	
<p><b>Detailed Summary &amp; Background:</b></p> <p>Lakeside Development Properties LLC has requested the issuance of an Obsolete Property Rehabilitation Certificate for the property located at 1937 Lakeshore Drive. If approved, the property's taxable value would be frozen at the pre-rehabilitation level for the duration of the certificate. The Obsolete Property Rehabilitation District for this site was previously established by the City Commission.</p> <p>The applicant is proposing the redevelopment of the former Harbor Theater site as part of the Encore at Harbor Theater project, with an estimated total project cost of \$3,665,733. The project has previously been before the City Commission for multiple incentive-related actions, including approval of a Commercial Redevelopment Act abatement and establishment of a Neighborhood Enterprise Zone district. Additionally, a prior Obsolete Property Rehabilitation Certificate associated with the former property owner was revoked.</p> <p>At the time of initial incentive discussions, staff recommended utilization of incentives available under Public Act 255 of 1978, as amended. However, that program, along with Public Act 210 of 2005, expired at the end of 2025 and has not been extended by the State Legislature. While the State Senate approved legislation to extend the program, it has not advanced in the State House, and extension is not anticipated in the near term. At this time, there are no current tax abatements for this property.</p> <p>Given the project timeline and anticipated construction start in spring, staff recommended that the applicant pursue an Obsolete Property Rehabilitation Certificate under Public Act 146 of 2000 prior to construction in order to support project financing.</p> <p>The City's Internal Tax Committee has reviewed the application and supporting documentation. Based on its analysis and the applicable scoring criteria, which are consistent with the former Public Act 255 framework, the Committee recommends approval of the attached resolution granting an eight (8)-year Obsolete Property Rehabilitation Certificate.</p>	

**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:**

This is a new application for a different commercial tax abatement.

**Amount Requested:**

N/A

**Budgeted Item:**

Yes		No		N/A	X	
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**Fund(s) or Account(s):**

N/A

**Budget Amendment Needed:**

Yes		No		N/A	X	
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**Recommended Motion:**

I move to close the public hearing and approve the attached resolution for the issuance of an Obsolete Property Rehabilitation Certificate for 1937 Lakeshore Drive and authorize the City Clerk and Mayor to sign.

**Approvals:**

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

**Name the Policy/Ordinance Followed:**

Public Act 146 of the Michigan Public Acts of 2000, as amended

# LAKESIDE DEVELOPMENT PROPERTIES, LLC

RECEIVED

APR - 7 2026

## LETTER OF TRANSMITTAL

CITY OF MUSKEGON  
DEVELOPMENT SERVICES

TO: City of Muskegon Clerk's Office      DATE: 04/07/2026      JOB NO: 12513  
933 Terrace Street      ATTN: \_\_\_\_\_  
Muskegon, MI 49440      RE: OPRE Certificate - Harbor Theater Condos & Retail

YOU ARE RECEIVING:

- Attached / Enclosed
- Copy of
- Purchase or Change Order(s)
- Other:
- Drawings / Plans / Prints
- Shop Drawings
- Specifications / Samples

COPIES	DATE	# OF PAGES	DESCRIPTION
1	04/07/2026	1	Application for Obsolete Property Rehabilitation Exemption Certificate -- Cover Letter
1	04/07/2026	2	Application for Obsolete Property Rehabilitation Exemption Certificate
1	04/07/2026	1	OPRE Application Supporting Documentation / Information
1	12/18/2025	1	Estimated Construction Cost

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- For distribution
- For review and certificate
- As requested
- Other:

1937 Lakeshore Drive Muskegon, MI 49441

By: Joseph W. Bourdon  
 Joseph W. Bourdon, P.E.  
 Managing Member

*If enclosures are not as noted, kindly notify us at once*

Mailing Address:

c/o Randers E&C, Property Manager  
 3597 Henry Street Suite 200  
 Norton Shores, MI 49441

PH: 231-780-1200  
 FX: 231-780-0211  
 randers@randers.com

# LAKESIDE DEVELOPMENT PROPERTIES, LLC

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April 7, 2026

Lakeshore Development Properties, LLC  
3597 Henry Street Suite 200  
Muskegon, MI 49441  
231-780-1200

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

**RE: Application for Obsolete Property Rehabilitation Exemption Certificate  
1937 Lakeshore Drive Muskegon, MI 49441**

To Whom It May Concern:

We are writing to formally apply for the Obsolete Property Rehabilitation Exemption Certificate for the property located at **1937 Lakeshore Drive Muskegon, Michigan** and the project planned at this location.

The project involves the redevelopment of the former Harbor Theater property into a mixed-use building consisting of residential condominium units and retail space. The redevelopment aligns with the City's goals of reinvestment, revitalization, and increasing business and housing opportunities within the community. Establishing the exemption for this parcel will support the economic feasibility of the project and encourage continued investment in the Lakeside community.

Please let us know if any additional documentation, forms, site plans, or application materials are required at this time. We are prepared to provide all necessary information to move this request forward.

Thank you for your time and consideration. We look forward to working with the City on this redevelopment effort.

Sincerely,

*Joe Bourdon*

Joseph W. Bourdon  
Lakeside Development Properties, LLC

---

**Mailing Address:**  
c/o Randers E&C, Property Manager  
3597 Henry Street Suite 200  
Norton Shores, MI 49441

**PH: 231-780-1200**  
**FX: 231-780-0211**  
[randers@randers.com](mailto:randers@randers.com)

RECEIVED

Michigan Department of Treasury  
3674 (Rev. 12-20)

APR - 7 2026

# Application for Obsolete Property Rehabilitation Exemption Certificate

CITY OF MUSKEGON  
DEVELOPMENT SERVICES

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility. (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Lakeside Development Properties, LLC</b>		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) <b>3597 Henry Street Suite 200 Norton Shores, Michigan 49441</b>		
Location of obsolete facility (Number and Street, City, State, ZIP Code) <b>1937 Lakeshore Drive Muskegon, Michigan 49441</b>		
City, Township, Village (indicate which) <b>City of Muskegon</b>	County <b>Muskegon</b>	
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>05/13/2026</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>12/31/2026</b>	School District where facility is located (include school code) <b>Muskegon City (61010)</b>
Estimated Cost of Rehabilitation <b>\$3,665,733.00</b>	Number of years exemption requested <b>MAX</b>	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <u>TBD</u>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
<b>APPLICANT CERTIFICATION</b>		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.		
The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents) <b>Joseph W. Bourdon</b>	Telephone Number <b>(231) 780-1200</b>	Fax Number <b>(231) 780-0211</b>
Mailing Address <b>3597 Henry Street Suite 200 Norton Shores, MI 49441</b>	E-mail Address <b>randers@randers.com</b>	
Signature of Company Officer (no authorized agents) <i>Joseph W. Bourdon</i>	Title <b>Co-Owner, Managing Member</b>	
<b>LOCAL GOVERNMENT UNIT CLERK CERTIFICATION</b>		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature	Date Application Received	
<b>FOR STATE TAX COMMISSION USE</b>		
Application Number	Date Received	LUCI Code

<b>LOCAL GOVERNMENT ACTION</b>		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
<b>PART 1: ACTION TAKEN</b>		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
<b>PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)</b>		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
<b>PART 3: ASSESSOR RECOMMENDATIONS</b>		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value	Building State Equalized Value	
\$ 123,519	\$ 278,000	
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
City of Muskegon	4/8/2026	4/6/2026
<b>PART 4: CLERK CERTIFICATION</b>		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature	Date	

For faster service, email completed application and attachments to [PTE@michigan.gov](mailto:PTE@michigan.gov). An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

## **Affidavit of Functional Obsolescence**

### **Project**

Former Harbor Theater Building  
1937 Lakeshore Drive  
Muskegon, MI 49441

### **Inspection**

The subject property was inspected on April 6, 2026 by Equalization Director Donna Vandervries, Senior Appraiser Wes Dault and Commercial/Industrial Manager Justin George from the Muskegon County Equalization Department, which performs the assessing functions for the City of Muskegon, with the property owner.

The building included in this project is a vacant, partial two story, commercial building that had been in near continuous operation as a movie theater since its construction as the Rivoli Theater in 1921 until its closure in 2018. The building sits on approximately one quarter of an acre in the City of Muskegon at 1937 Lakeshore Drive in the Lakeside Commercial Business District.

The building is one of the oldest commercial structures located in the City of Muskegon. Constructed in 1921, the building's two-story exterior façade consists of brick and block with a combination of Quonset style and flat composite roof coverings. The main floor of the building was used primarily for two equal-sized theater areas, with each area having its own stage, projection screen and seating area. In addition to the theater areas, the main floor also contained a small lobby area with large street facing windows, an entrance facing Lakeshore Drive on the north side of the structure, restrooms, a mechanical room for utilities and a small office.

The partial second floor primarily consists of two separate movie projection rooms with an additional employee restroom, storage areas and staircases for access from the main floor.

The building had been subject to some modifications over the course of its history, including the addition of a second theater in 1981, with essentially one building being attached to the other, resulting in a broken-up interior layout with a bearing wall in between. The second level projection rooms are divided, so access is limited and a spiral staircase leading up to the second level is a detriment to the functionality. The second level balcony and stairway openings to the first floor are hazardous and violate current building codes. The entire roof structure needs removal and reconstruction due to the mix of outdated construction styles.

Some repairs from 2018-2019 had been made to the building but fall short of bringing the aging structure up to current building codes, A.D.A. Compliance, and it lacks modern windows, plumbing, electrical, heating and cooling, mechanicals, a modern roofing system and an elevator to access the upper floor areas.

The structure also suffers from a lack of interior and exterior maintenance, and as a result, has fallen into a state of disrepair. At the time of this inspection, some of the interior wall partitions had been demolished in preparation for the extensive remodeling of the structure and debris from that demolition was still present.

**Certification of Functional Obsolescence**

It is this assessor's expert opinion that this property is functionally obsolete and unable to adequately perform the function for which it was intended when originally constructed due to a substantial loss in value resulting from the following conditions: 1.) Deficiencies in design, 2.) Changes in technology that require alternate construction to accommodate a modern environment, 3.) Lack of an elevator to accommodate accessibility to the upper floor areas, 4.) Failure to comply with the Americans with Disabilities Act requirements.

Additionally, due to its specific but outdated design, this building will require extensive modification and renovation to facilitate its conversion to the planned commercial use.

This opinion is made from consideration of the information contained in this report.

**Disclaimer**

This opinion is based upon the individual research and professional training and experience of the signer. It does not necessarily reflect the official opinion of the local assessor's office as used in the determination of value for the current and/or any future assessment roll.



Donna VanderVries, MMAO (4)  
Director, Muskegon County Equalization Department

4/8/2026  
Date

# LAKESIDE DEVELOPMENT PROPERTIES, LLC

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April 7, 2026

Form 3674 (Rev. 12-20)

Application for Obsolete Property Rehabilitation Exemption Certificate

## **SUPPORTING DOCUMENTATION / INFORMATION**

**General Description of Facility:** Year Built: 1921  
Original Use: Theater  
Most Recent Use: Movie theater  
# of Stories: 3 AG, 0 BG  
SF: 18,447

**General Description of Proposed Use:** A mixed-use development comprised of first-floor commercial space and upper-floor residential condominiums. The requested OPRE tax abatement is limited solely to the first-floor commercial portion of the building.

**General Description of Nature and Extent of Construction:** Transforming an abandoned theater into a mixed-use development of condominium housing and commercial office and/or retail. Its' current design, subject to final design and city planning, is set to have a parking garage, commercial on first level, followed by two floors (for three total floors AG) of multiple condominiums ranging from 1-3 bedrooms and 1-2 baths, with elevator, and shared common spaces such as and including a community patio.

**Legal Description of Facility:** The Southwesterly 55 feet of Lot 2 AND the Northeasterly 22 feet of Lot 3 of Block 627 of the Revised Plat (of 1903) of the City of Muskegon, according to the plat thereof as recorded in Liber 3 of Plats, page 71, Muskegon County Records.

Commonly known as: 1937 Lakeshore Drive, Muskegon, MI 49441

Parcel #: 24-205-627-0002-00

**Descriptive List of Fixed Building Equipment a Part of Facility:** The building itself and all its components and equipment such as but not limited to foundations, walls and floors, fire protection systems, elevators, HVAC systems, electrical systems including interior and exterior lighting, carpentry and attached casework, window treatments, subject to change.

**Time Schedule for Undertaking and Completing Construction:** 05/13/2026 – 12/31/2026

**Statement of Economic Advantages Expected from Receiving Exemption:** We intend our facility to promote economic growth on both the residential and commercial level. The advantage of this exemption will allow funds to be put back into facility and therefore, its buyers or lessees. It will provide opportunity, encourage construction, and be a key component to the investment. The completion of this project will increase property value and local revenues, and all exemptions, funds, capital investments will be used towards the betterment of the City and its' community through development.

---

**Mailing Address:**  
c/o Randers E&C, Property Manager  
3597 Henry Street Suite 200  
Norton Shores, MI 49441

**PH: 231-780-1200**  
**FX: 231-780-0211**  
**randers@randers.com**

# Randers

## ENGINEERS & CONSTRUCTORS



12513

Lakeside Development Properties, LLC  
c/o Randers E&C, Inc.

### ESTIMATED CONSTRUCTION COST

Property Address: 1937 Lakeshore Drive Muskegon, MI 49441

12/18/2025

01 – GENERAL CONDITIONS	\$89,050.00
02 – SITEWORK	
Patio	\$48,750.00
Demo	\$149,166.00
03 – CONCRETE	\$187,160.00
04 – MASONRY	\$247,000.00
05 – METALS	\$207,387.00
Stairs	\$11,154.00
Balconies	\$58,500.00
06 – CARPENTRY	
Lumber	\$204,010.00
Drywall	\$117,561.00
Cabinets	\$188,500.00
Labor	\$377,000.00
07 – THERMAL & MOISTURE	
Roofing	\$130,000.00
Insulation	\$47,036.00
08 – DOORS & WINDOWS	
Windows / Balcony Doors	\$137,025.00
Entry Doors	\$11,211.00
Exterior	\$9,360.00
Interior	\$21,970.00
Hardware	\$3,042.00
Store Front	\$18,720.00
Store Front Glass	\$26,000.00
09 – FINISHES	
LVP	\$65,975.00
Carpet	\$33,800.00
Painting	\$117,561.00
10 – SPECIALTIES	
Grab Bars	\$1,560.00
14 – CONVEYING SYSTEMS	
Elevator	\$195,000.00
15 – MECHANICAL	
Fire Suppression	\$111,800.00
Plumbing	\$253,500.00
HVAC	\$350,930.00
16 – ELECTRICAL & LIGHTING	\$246,005.00
<b>ESTIMATED CONSTRUCTION COST – GRAND TOTAL</b>	<b>\$3,665,733.00</b>

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**Lakeside Development Properties, LLC**

Cognate	Value	Cognate	Value
PA 198		PA 210, 255, 146	
Taxable Value	0-5	Taxable Value	5
Job Creation	0-3	Location	2
Resident Hiring	0-2	New Business	1
		Resident Owned/Managed	0
<b>TOTAL</b>	0-10	<b>TOTAL</b>	<b>8</b>

**PA 255 Tax Abatement Scoring Guide**

1-5 Points: 4 Year Abatement

6-8 Points: 8 Year Abatement

9-10 Points: 12 Year Abatement

**PA 146 Tax Abatement Scoring Guide**

1-5 Points: 4 Years frozen taxable values

6-8 Points: 8 Years frozen taxable values

9-10 Points: 12 Years frozen taxable values

**PA 210 Tax Abatement Scoring Guide**

1-5 Points: 3 Years frozen taxable values

6-8 Points: 6 Years frozen taxable values

9-10 Points: 10 Years frozen taxable values

**COMMERCIAL REHABILITATION TAX ABATEMENT (PUBLIC ACT 210)  
COMMERCIAL REDEVELOPMENT DISTRICT ABATEMENT (PUBLIC ACT 255)  
OBSOLETE PROPERTY REHABILITATION ACT (PUBLIC ACT 146)**

**TAXABLE VALUE:** The City will consider the estimated additional tax base that the development will generate based on plan review, assessor's analysis and permit fees. 1 point awarded for \$150,000 to \$249,999 in taxable value, 2 points awarded for \$250,000 to \$499,999, 3 points awarded for \$500,000 to \$749,999, and 4 points awarded for \$750,000 to \$999,999, and 5 points for taxable value creation over \$1,000,000. Any development creating a taxable value over \$5,000,000 will recommended to receive the full abatement.

**LOCATION:** An additional two points will be awarded to a development if it is proposed in one of the City's identified Commercial or Residential Redevelopment Areas (map attached).

**NEW BUSINESS:** An additional point will be awarded if the development is being proposed by a commercial entity or housing developer that is new to the City of Muskegon.

**RESIDENT Owned / Managed:** An additional point will be awarded if the proposed business or development is owned or managed by a resident.

**PA 198 IFEC Scoring Guide**

1-7 Points: 9-Year 50% Abatement

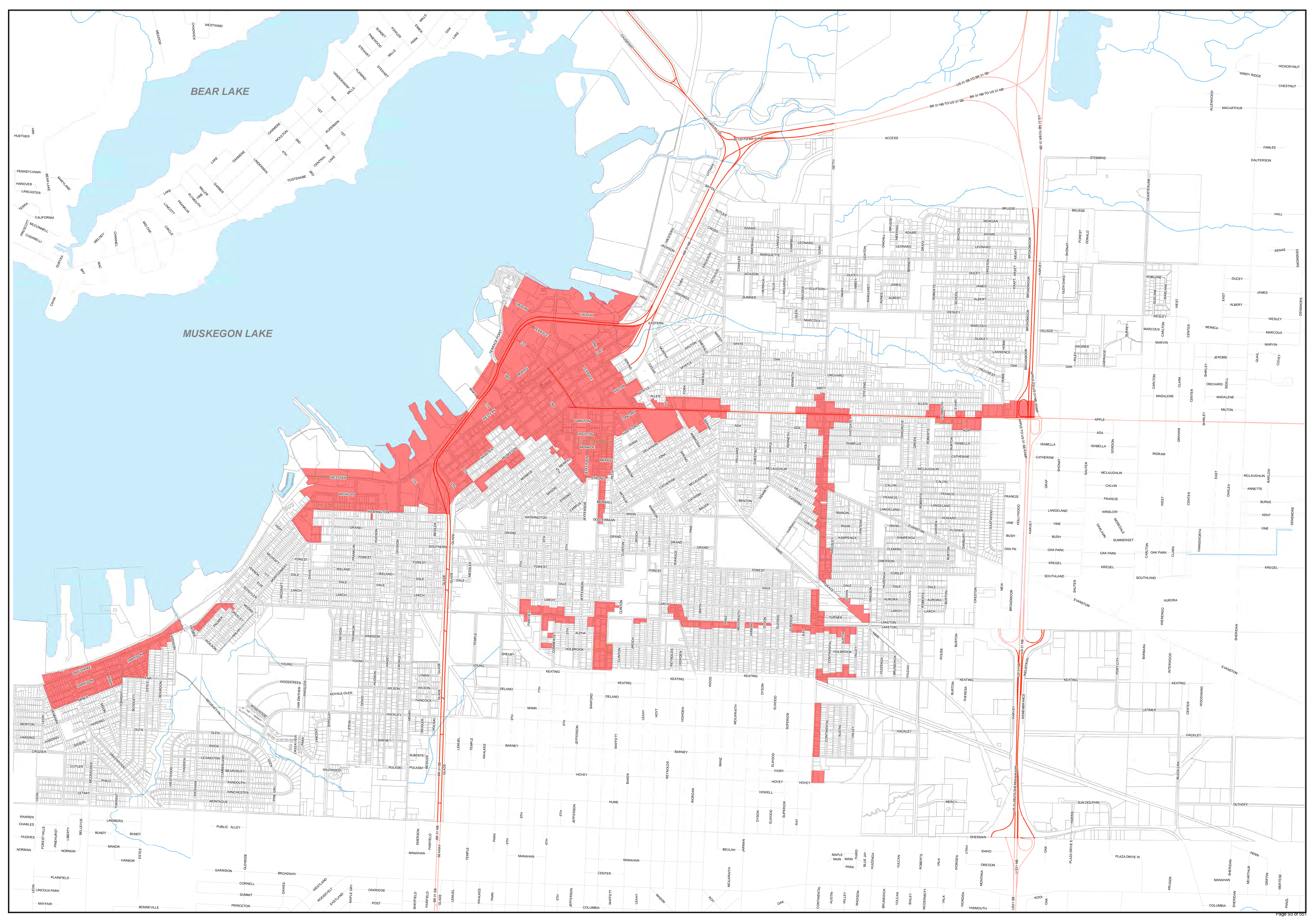
7-10 Points: 12 Year 50% Abatement

**INDUSTRIAL FACILITIES EXEMPTION  
(PUBLIC ACT 198)**

**TAXABLE VALUE:** The City will consider the estimated additional tax base that the development will generate based on plan review, assessor's analysis and permit fees. 1 point awarded for \$250,000 - \$499,999 in taxable value, 2 points awarded for \$500,000 to \$749,999, 3 points awarded for \$750,000 to \$999,999, and 4 points awarded for taxable value creation over \$1,000,000. Any improvement resulting in \$5,000,000 or more in new taxable value will be recommended for the full 12 year abatement. Additionally, any construction of a new industrial facility will be recommended for the full 12 year abatement.

**JOB CREATION:** Up to 3 additional points can be earned by creating new full time jobs in the City Limits. 1 point will be earned for 10 newly created jobs, 2 points for 11-24 jobs, and the full 3 points for 25+ jobs. Any development creating 100 or more jobs in the first three years will be recommended for the full 12 year abatement.

**RESIDENT HIRING:** An additional point will be awarded if the proposed development will commit to employing 10% of its full time staff from within the city limits, and an additional 2 points will be awarded if the proposed development will commit to employing 20% of its full time staff from within the city limits.



BEAR LAKE

MUSKEGON LAKE

# Harbor Theater Condominiums & Retail

## 1937 Lakeshore Drive, Muskegon, Michigan

### Project Data:

#### Project Description:

The Harbor Theater located at 1937 Lakeshore Dr., Muskegon, Michigan is being renovated into retail on the partial first floor street side and with covered parking garage in the back, condominiums on the second and third floors. The building is masonry exterior walls with wood framing & engineered floor & roof joist. Entire building is fire suppressed.

#### Zoning:

Location: 1937 Lakeshore Dr., Muskegon, Michigan

Zoned: B-2 Convenience Comparison Business

Permitted Uses: Retail Business & Residential

Planned Use: Retail Business & Residential

#### Parking Required

None Required in the City of Muskegon

#### Off Street Loading Space

None required in the City of Muskegon

#### Site Lighting

No new site lighting. All lighting will be on the building.

Site Signage - TBD by owner

#### Code Compliance:

- Michigan Building Code 2015
- ICC/ANSI A117.1 - 2009
- Michigan Plumbing Code 2015
- Michigan Mechanical Code 2015
- National Electric 2015
- Int'l Fire Code 2015

Use Group Classification (Section 302.1) - R-2 Multi-family Apartments  
- B Business - S-2 Storage

Fire Separation (Table 508.4) - 1 hour required between M or B & R  
No separation required between residential units

Fire Resistance Rating (Table 602) Distance to Adjacent Buildings  
From 0' to 30' = 1 hour rating, over 30' = 0 hour rating

Corridor Fire Resistance Rating (Table 1020.1)  
With sprinkled system - 0.5 hour

Construction Type (Section 602.1) - 3B Unprotected Combustible  
Rated Building Elements (Section 601) - Ext. Brg. Walls 2 Hr.  
All other elements - no rating required  
Parking Garage, II-A

Gross Building Area - 17,586 square feet  
Allowed by Code (table 506.2) - 48,000 sq. ft.  
Stories above grade - 3 allowable by code (table 504.4) - 4  
Allowed by Code (table 506.2) - 4 story 75' height

Automatic Sprinkler System (section 903.2.9)  
Provided throughout building

Portable Fire Extinguishers (section 903)  
Minimum rated extinguisher - 2-A  
Maximum floor area per extinguisher - 1,500 sf  
Maximum travel distance to extinguisher - 75'

Occupancy Load (table 1004.1.2)  
Business 100 sq. ft. / person (1,344 sq. ft./100) = 13 occupants  
Residential - 200 sq. ft./person; (11,724 sq. ft./200) = 58 persons  
Parking Garage - 200 sq. ft./person; (4,308 sq. ft./200) = 21 persons

Number of Exits (Table 1006.2.1)  
Business - max. 49 occupants, 100' travel distance = 1 exit  
R-2 - max. 10 occupants, 125' travel distance = 1 exit 1st floor units

Number of Exits (table 1006.3.2(1))  
Greater than 4 dwelling units on 2nd floor requires 2 exits

Exit Travel Distance (table 1017.2)  
B - Business - 300' sprinkled  
R-2 - Residential - 250' sprinkled

Sound transmission: Dwelling Unit Separation (1207.2 & 1207.3)  
Air borne sound STC 50 minimum (45 if field tested)  
Structure borne sound Class IIC 50 minimum (45 if field tested)

Provide NFPA -13R 1999 fire sprinkler system throughout R-2 units and NFPA  
13 in commercial areas

Accessibility Units:  
Ground floor units - Type B Accessible (same as HUD Adaptable  
unit for fair housing)

Seismic Design Category A

#### Plumbing Fixtures: Mercantile per 403.1

- Water Closets - 1 per 500 male & female  
Separate toilets not req'd. if occupancy 15 or fewer
- Lavatories - 1 per 750
- Drinking Fountains - 1 per 1,000
- Service Sink - 1 required

#### Building Design Loads & Specifications:

Ground Snow Load - 60 psf per figure 1608.2  
Ultimate Design Wind Speed: Risk Category (Table 1604.5)  
(figure 1609.3(1) - Risk Category 2 = 115 mph)

#### Roof Live Loads:

- Ground Snow Load 60 psf
- Balanced Roof Snow Load 52.0 psf
- Unbalances Snow Load 64.6 psf

#### Roof Dead Load:

- Engineered Roof Trusses
- Structure 12.0 psf
- Mechanical & Electrical 1.5 psf
- Insulation 2.3 psf
- Ceiling 2.1 psf
- Total Roof Dead Load 17.9 psf

#### Floor Live Load (table 1607.1):

- Balconies (exterior) 100 psf
- Residential Living Areas 40 psf
- Residential Corridors & Stairs 100 psf

#### Floor Dead Load:

- Structure 10.0 psf
- Mechanical & Electrical 1.5 psf
- Insulation 2.3 psf
- Ceiling 2.1 psf
- Total Load 15.9 psf
- Slab on Grade NA

#### Roof Wind Load: (1608.2)

- Positive Pressure 10.0 psf
- Positive Pressure - Edge 10.0 psf
- Negative Pressure 16.2 psf
- Negative Pressure - Edges 17.4 psf

#### Wall Wind Load: (1608.2)

- Positive Pressure 10.0 psf
- Positive Pressure - Edge 10.0 psf
- Negative Pressure 10.0 psf
- Negative Pressure - Edge 10.0 psf

#### Flame Spread & Smoke Development:

- Walls & Ceiling - Smoke Dev. 450 Max. per ASTM E-84  
Flame Spread 200 Max. per ASTM E-84  
Smoke Dev. 450 Max. per ASTM E-84
- Insulation - Flame Spread 25 Max. per ASTM E-84  
Class B Min. per ASTM E-108 or UL-790
- Roof Covering - None required due to fully sprinkled building.
- Fire Separation Wall - No fire rating required w/ 30' min. to lot lines or  
other structures per tables 601 and 602.
- Exterior Walls - 45% Maximum opening per table 704.8 with 10' to 15'  
setback from property line.

#### Draft Stop - Attic & Floor:

secured to the face of the roof truss and extending from ceiling to roof decking. Place  
draft stops at intervals of 3,000 sq. ft. max.

secured to the face of the floor truss and extending from ceiling below to floor above.  
Place floor space draft stops at intervals of 1,000 sq. ft. max.

#### Fire Extinguishers:

sign above designating fire extinguisher location in accordance with the International  
Fire Code.

#### Sprinkler System:

Furnish all labor and materials to install a complete NFPA 13 sprinkler system and  
alarm system in the first floor commercial and NFPA 13R sprinkler system in the first,  
second, & third floor residential apartments. This system must also comply with all local  
requirements, including, but not limited to, monitoring stations.

#### Signage:

Tactile exit signs shall be placed adjacent to each exit discharge.

#### Emergency Lighting:

Emergency lighting shall be properly positioned to provide an average of 1  
foot-candle (11 lux) and a minimum of 0.1 foot-candle (1 lux) measured along the  
path of egress at floor level.

#### Attic Access:

Place attic access doors in ceiling within each of the spaces created by the draft

above the door.

#### Soil Classification:

Soil Classification: SM Silty Sand per AGS pg. 144  
Soil Load Pressure: 2,000 psf. per MBC 1804.2

#### Soil Specification:

Fill material under footings, floors, sidewalks and drives shall be Class II Clean  
and Fill.  
Fill sand and backfill soil shall be compacted in place to 95% of maximum  
density.  
Allowable soil bearing is 2,000 psf. minimum.

#### Damp Proofing Specification:

of footing.  
Coat all exterior foundation walls below grade with 6 mil waterproofing mastic.  
Coat mastic continuously over top of footing and cover foundation wall to  
grade level.

#### Rough Carpentry:

All structural lumber must have a minimum modulus of elasticity of 1,540,000.  
Species may be #2 Douglas Fir, #2 Southern Pine, #2 Western Hemlock or  
#2 Larch.

Joist hangers, nails and fasteners must be of size and design for the specific  
application where used.  
All wood joists, posts, studs and plywood in contact with masonry, concrete or  
soil are pressure treated, Wolmanize or equal.

All fasteners into treated lumber must be hot dipped galvanized or stainless steel  
per MBC 2304.9.5.

All engineered truss and joist drawings must be provided by the manufacturer's  
registered design professional's seal and submitted to the architect for  
approval prior to installation per MBC 2303.4.1.

Each end of roof trusses and roof joists will be held to wall plate with one,  
Simpson Strong-Tie H1 on wood or one H16 on masonry walls with  
moisture barrier between wood and masonry.

Column base and column cap is designated on the drawings. Secure with specified  
nails or bolts in all nailing holes provided in column base and column cap.

#### Concrete Specifications:

Concrete strength for all foundations shall be 3,000 psi at 28 days.  
Concrete strength for all floors and flat work shall be 4,000 psi at 28 days.  
All concrete shall have a maximum slump of 4 inches.  
All exterior concrete shall have limestone aggregate, 6% air entrainment and be  
broom finished after troweling.  
All sidewalks and floors to be 4 inches thick.

All driveways to be 6 inches thick.

#### Reinforcing Specification:

Concrete -  
All reinforcing rod shall be grade 60 steel.  
All strip footings shall be reinforced with 2-#5 rebar continuously.

See drawings for reinforcement of footings carrying concentrated loads.

#10/#10 WWF

#### Masonry -:

All masonry shall be CMU reinforced with truss or ladder type places horizontally

from footing reinforcing to wall top cap reinforcing. Place #5 bars vertical in grout  
filled cores at all corners and both sides of door and window openings. Top course of

#### Masonry Lintels -

#### Control & Expansion Joints:

Place control joints in concrete masonry walls in accordance with NCMA TEK 10-  
2B; 1-1/2 times the wall height or 25 feet, whichever is smaller.  
Place expansion joints in brick masonry walls in accordance with BIA Tech. Notes

#### Anchors:

Roof trusses anchored to top wall plates with one Simpson Strong-Tie H2.5A or  
H1 each truss end.  
All anchors and fasteners into treated lumber must be hot dipped galvanized or  
stainless steel.

#### Finishes:

cleanable nonabsorbent materials. Floor finish shall have a non-slip surface.  
All floors without carpeting will have non-slip surfaces per MBC 1003.4

#### Hardware:

All door hardware shall be accessible lever style design.  
Exterior exit doors shall be provided with panic hardware operating with a maximum  
operating force of 15 pounds. The actuating portion of the releasing device  
shall extend a minimum of 50% of the door width. MBC 1008.1.9  
Front entry doors in Businesses will be full glazed. Back exit door will be a solid door  
without glazing.

#### Special Testing:

Compaction testing of the sand fill in the raised floor areas of the original theater's  
sloped floor.

### Sheet Index:

G-1 Cover Sheet, Project Data

C-1 Site Plan

S-1 Foundation and Framing Plans

A-1 Renovated 1st Floor Plan

A-1.2 Renovated 2nd Floor Plan

A-1.3 Renovated 3rd Floor Plan

A-2 Proposed Elevation Plans

A-2.2 Proposed Elevation Plans

A-3 Building Sections

A-4 Room Finish and Door Schedules  
and Wall Framing Details

Rev.	Date	Description

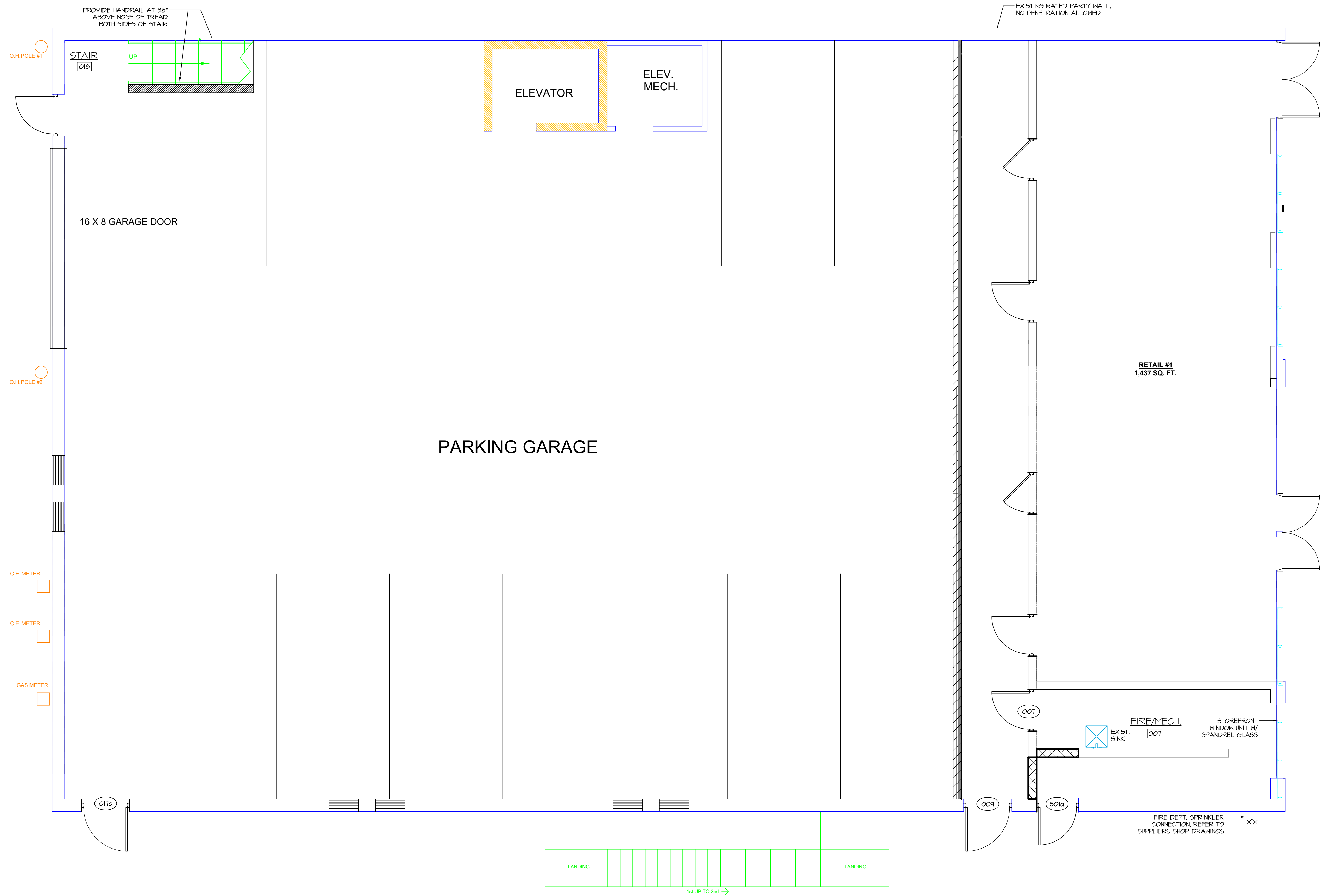
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HARBOR THEATER CONDOMINIUMS & RETAIL  
1937 LAKESHORE DR.  
MUSKEGON, MICHIGAN 49441

GENERAL INFORMATION

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OWNER APPROVAL	
Date	By
Job	12513
File Name	12513G01
Sheet	G-1



**1ST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.

- PLAN LEGEND:**
- EXISTING WALL OR FIXTURE TO BE REMOVED
  - EXISTING WALL TO REMAIN
  - NEW 1/2" STUD WALL, REFER TO SHEETS A3.1 & A4.1
  - ▨ NEW 8" C.M.U. WALL, REFER TO SHEETS A3.1 & A4.1

**KEYNOTES**

<p><b>HARBOR THEATER CONDOMINIUMS &amp; RETAIL</b> 1937 LAKESHORE DR. MUSKEGON, MI 49441</p>		<p>1ST FLOOR PLAN</p>
<p>Design Development Construction</p>	<p><b>Randers</b> ENGINEERS &amp; CONSTRUCTORS, INC.</p>	<p>3597 Henry Street, Suite 200 • Muskegon, Michigan 49441 • Tel: (231) 780-1200 • Fax: (231) 780-0211 www.randers.com</p>
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<p>File Name <b>12513A01.1</b></p>	<p>Sheet <b>A-1.1</b></p>	<p>Rev. Description Date By</p>

KEYNOTES



**2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.

- PLAN LEGEND:**
- EXISTING WALL OR FIXTURE TO BE REMOVED
  - EXISTING WALL TO REMAIN
  - NEW WD. STUD WALL, REFER TO SHEETS A3.J & A4.J
  - NEW 8" C.M.W. WALL, REFER TO SHEETS A3.J & A4.J

Rev.	Description	Date	By

**HARBOR THEATER CONDOMINIUMS & RETAIL**  
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**2ND FLOOR PLAN**

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Date	By
Job	12513
File Name	12513A01.2
Sheet	A-1.2

KEYNOTES

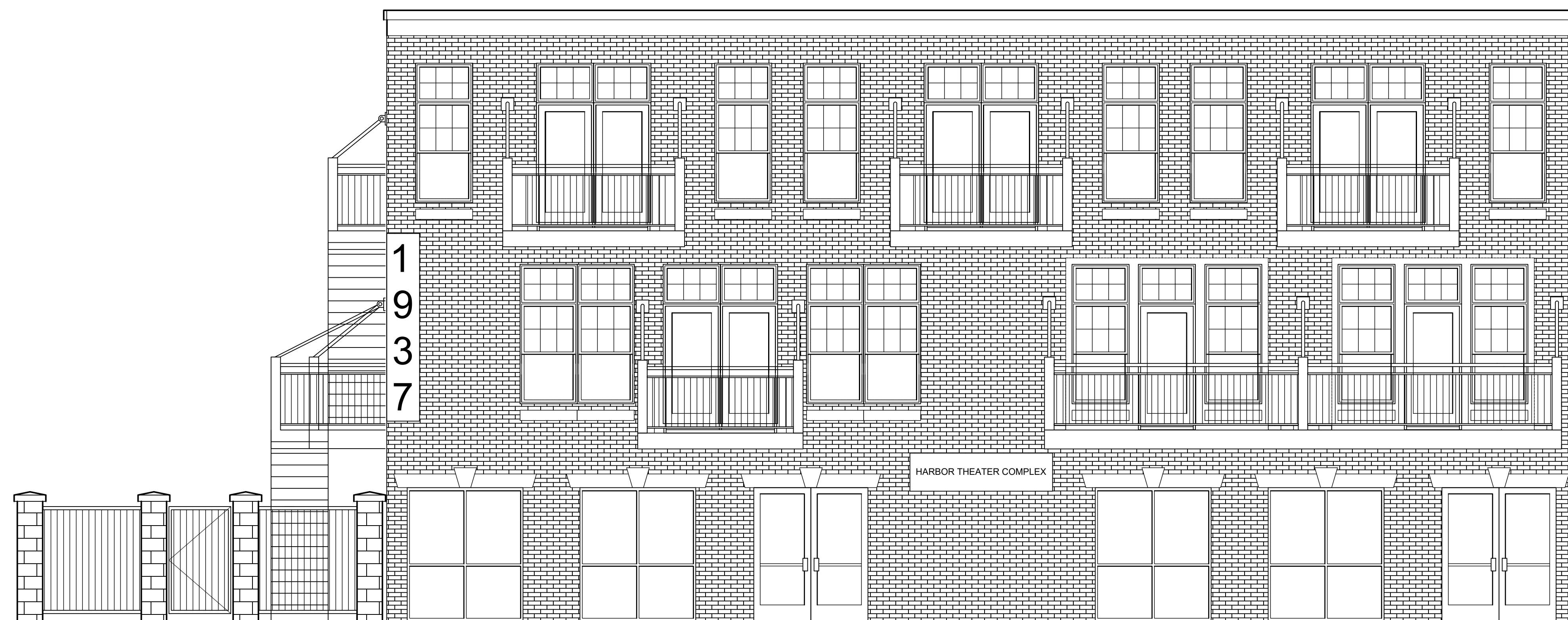


**3RD FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.

- PLAN LEGEND:**
- EXISTING WALL OR FIXTURE TO BE REMOVED
  - EXISTING WALL TO REMAIN
  - NEW WD. STUD WALL, REFER TO SHEETS A3.1 & A4.1
  - NEW 8" C.M.U. WALL, REFER TO SHEETS A3.1 & A4.1

<p><b>HARBOR THEATER CONDOMINIUMS &amp; RETAIL</b> 1937 LAKESHORE DR. MUSKEGON, MI 49441</p> <p><b>3RD FLOOR PLAN</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <p>Drawn: _____ Checked: _____ Scale: 1/4" = 1'-0" Date: _____</p> </td> <td style="width: 50%;"> <p>Rev. By: _____ Rev. Date: 12/9/25</p> </td> </tr> <tr> <td colspan="2"> <p>OWNER APPROVAL</p> <p>Date: _____ By: _____</p> </td> </tr> <tr> <td colspan="2"> <p>Job: <b>12513</b></p> </td> </tr> <tr> <td colspan="2"> <p>File Name: <b>12513A01.3</b></p> </td> </tr> <tr> <td colspan="2"> <p>Sheet: <b>A-1.3</b></p> </td> </tr> </table>	<p>Drawn: _____ Checked: _____ Scale: 1/4" = 1'-0" Date: _____</p>	<p>Rev. By: _____ Rev. Date: 12/9/25</p>	<p>OWNER APPROVAL</p> <p>Date: _____ By: _____</p>		<p>Job: <b>12513</b></p>		<p>File Name: <b>12513A01.3</b></p>		<p>Sheet: <b>A-1.3</b></p>	
<p>Drawn: _____ Checked: _____ Scale: 1/4" = 1'-0" Date: _____</p>	<p>Rev. By: _____ Rev. Date: 12/9/25</p>										
<p>OWNER APPROVAL</p> <p>Date: _____ By: _____</p>											
<p>Job: <b>12513</b></p>											
<p>File Name: <b>12513A01.3</b></p>											
<p>Sheet: <b>A-1.3</b></p>											
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ROOF  
EL. = 132'-3/4"

3RD FLOOR  
EL. = 120'-5 1/2"

2ND FLOOR  
EL. = 110'-1/4"

1ST FLOOR  
EL. = 100'-0"

**PROPOSED FRONT ELEVATION** AS VIEWED FROM LAKESHORE DRIVE  
SCALE: 1/4" = 1'-0"

KEYNOTES

Rev.	Description	Date	By

Drawn \_\_\_\_\_  
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Rev. By \_\_\_\_\_  
Rev. Date 12/9/25

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**PROPOSED ELEVATION PLAN**

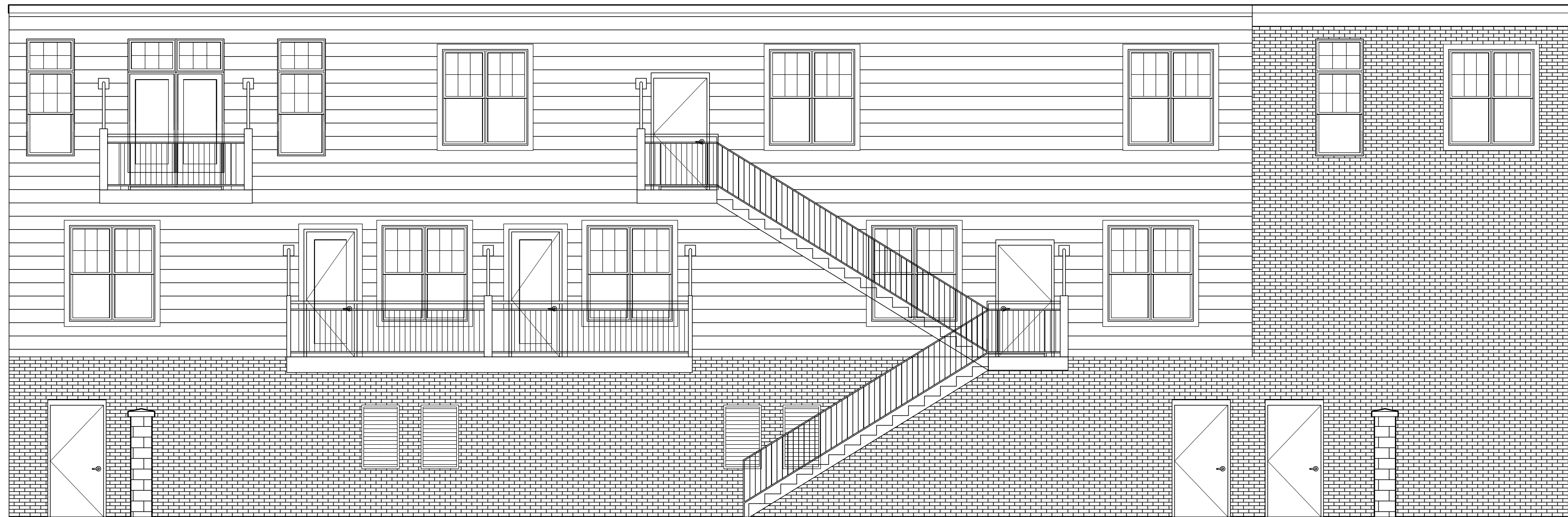
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Job **12513**

File Name **12513A02**

Sheet **A-2.1**



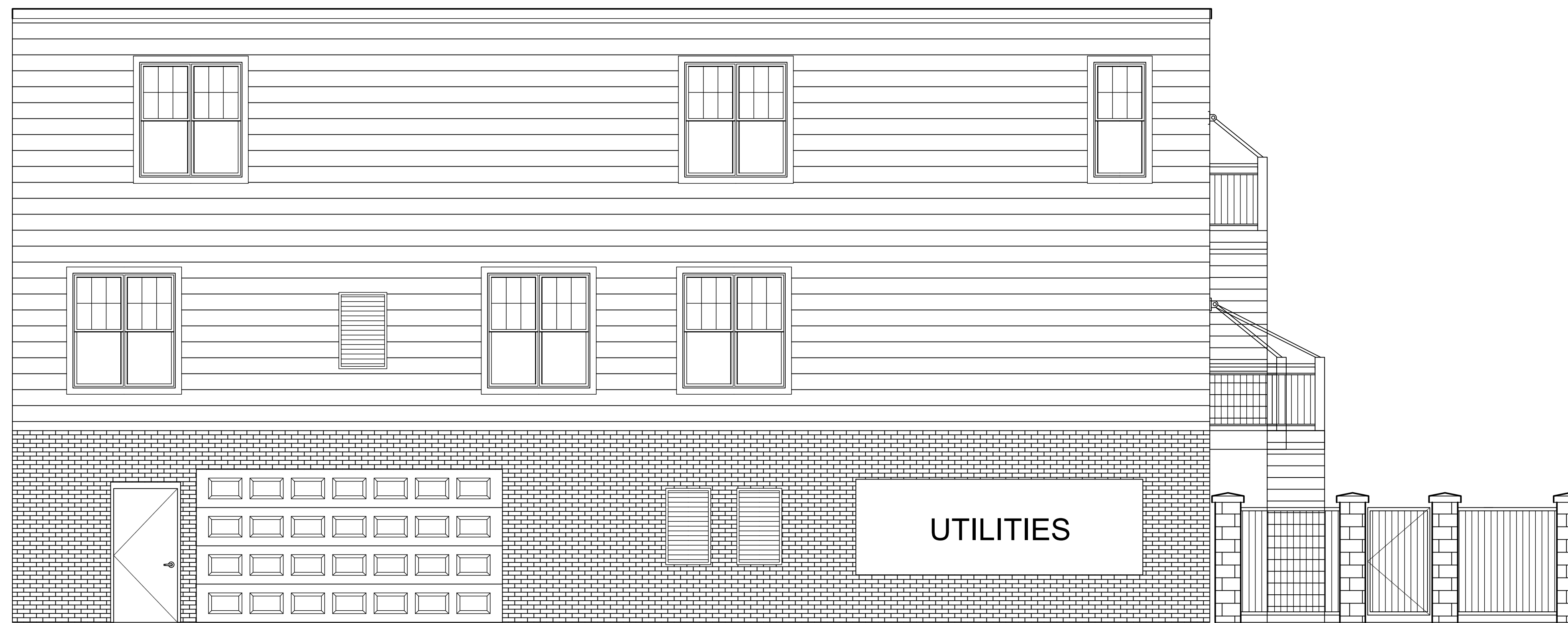
ROOF  
EL. = 132'-3/4"

3RD FLOOR  
EL. = 120'-5 1/2"

2ND FLOOR  
EL. = 110'-1/4"

1ST FLOOR  
EL. = 100'-0"

**PROPOSED SIDE ELEVATION** AS VIEWED FROM COURTYARD  
SCALE: 1/4" = 1'-0"



ROOF  
EL. = 132'-3/4"

3RD FLOOR  
EL. = 120'-5 1/2"

2ND FLOOR  
EL. = 110'-1/4"

1ST FLOOR  
EL. = 100'-0"

**PROPOSED REAR ELEVATION** AS VIEWED FROM ALLEY  
SCALE: 1/4" = 1'-0"

**KEYNOTES**

Rev.	Description	Date	By

Drawn				
Checked				
Scale	1/4" = 1'-0"			
Date				
Rev. By				
Rev. Date	12/9/25			

HARBOR THEATER CONDOMINIUMS & RETAIL  
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**PROPOSED ELEVATION PLAN**

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OWNER APPROVAL	
Date	By

Job	12513
File Name	12513A02
Sheet	A-2.2



# 1937 Lakeshore Dr. Property Report

## Area of Interest (AOI) Information

Area : 9,266.55 ft<sup>2</sup>

Dec 19 2025 13:37:28 Eastern Standard Time



## Summary

Name	Count	Area(ft <sup>2</sup> )	Length(ft)
Parcels	1	9,266.55	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	61-24-205-627-0002-00	24	0.21	0.22	1937	No Data	1937 LAKESHORE DR	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	49441	BOURDON JOSEPH/BOURDON BRUCE	No Data	No Data	3597 HENRY ST SUITE 200	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49441	25,000.00	25,000.00	25,000.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft <sup>2</sup> )
1	MUSKEGON CITY SCHOOL DIST	LFBC-LC	CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 55 FT LOT 2 & NELY 22 FT LOT 3 BLK 627	9,266.55

©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.

CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. 2019-21(B)

**A resolution establishing an Obsolete Property Rehabilitation District.**

The City Commission of the City of Muskegon hereby RESOLVES:

**Recitals**

- A. The City of Muskegon has been designated as a qualified local government unit for the purpose of establishing Obsolete Property Rehabilitation Districts and approving Applications for Obsolete Property Rehabilitation Exemption Certificates.
- B. The area located in the land described in this resolution is known to the City Commission and is clearly characterized by the presence of obsolete commercial property, and the land and improvements are obsolete commercial property.
- C. Notice has been given by certified mail to the owners of all real property within the proposed Obsolete Property Rehabilitation District and a hearing has been held offering an opportunity to all owners and any other resident or taxpayer of the City to appear and be heard. Said notice was given at least ten (10) days before the hearing.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

- 1. That the property described in this resolution and proposed as an Obsolete Property Rehabilitation District is characterized by obsolete commercial property.
- 2. That the obsolete commercial property, the subject of this resolution, as is described in Attachment A.
- 3. That the City Commission hereby establishes an Obsolete Property Rehabilitation District on the lands and parcels set forth in the attached description.

This resolution passed.

Ayes Gawron, Hood, Warren, Rinsema-Sybenga, Turnquist, Johnson

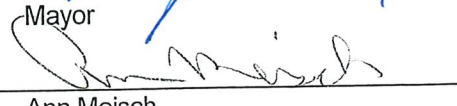
Nays None

CITY OF MUSKEGON

BY:

  
Stephen J. Gawron  
Mayor

ATTEST:

  
Ann Meisch  
Clerk

**CERTIFICATION**

This resolution was adopted at a meeting of the City Commission, held on March 12, 2019. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By   
Ann Meisch, City Clerk

**ATTACHMENT A: PROPERTY DESCRIPTION**

CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 55 FT LOT 2 & NELY 22 FT LOT 3  
BLK 627

CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. \_\_\_\_\_

A resolution approving the application for an Obsolete Property Rehabilitation Exemption Certificate for Lakeside Development Properties, LLC.

The City Commission of the City of Muskegon hereby RESOLVES:

**Recitals**

- A. The City Commission has received an Application for an Obsolete Property Rehabilitation Exemption Certificate from Lakeside Development Properties, LLC, to apply to the improvements located in an Obsolete Property Rehabilitation District established by previous resolution. All items described under "Instructions" (a) through (f) of the application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the City of Muskegon, the Qualified Local Government Unit, by the applicant.
- B. The City of Muskegon is a qualified local governmental unit as determined by STC Bulletin No. 9 of 2000, dated July 12, 2000.
- C. An Obsolete Property Rehabilitation District in which the application property is located was established after a hearing on March 12, 2019.
- D. The taxable value of the property proposed to be exempt, plus the aggregate taxable value of properties already exempted under PA 146 of 2000 and under PA 198 of 1974, does not exceed five percent (5%) of the total taxable value of the City of Muskegon.
- E. In the event it is determined that the said taxable values do exceed five percent (5%), the City Commission determines further that the said exceedance will not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of any affected taxing units.
- F. This resolution of approval is considered by the City Commission on May 12, 2026, after a public hearing as provided in Section 4(2) of PA 146 of 2000. The hearing was held on this date.
- G. The applicant, Lakeside Development Properties, LLC, is not delinquent any taxes related to the facility.
- H. The exemption to be granted by this resolution is for eight (8) years.
- I. The City Commission finds that the property for which the Obsolete Property Rehabilitation Exemption Certificate is sought is obsolete property within the meaning of Section 2(h) of Public Act 146 of 2000 in that the property, which is commercial, is functionally obsolete. The City has received from the applicant all the items required by Section 9 of the application form, being the general description of the obsolete facility, a general description of the proposed use, a description of the general nature and extent of the rehabilitation to be undertaken, a descriptive list of fixed building equipment that will be part of the rehabilitated facility, a time schedule for undertaking and complete the rehabilitation, and statement of the economic advantages expected from the exemption.
- J. Commencement of the rehabilitation has not occurred before the establishment of the district.

- K. The application relates to a rehabilitation program that when completed will constitute a rehabilitated within the meaning of PA 146 of 2000 and will be situated within the Obsolete Property Rehabilitation District established by the City under PA 146 of 2000.
- L. Completion of the rehabilitated facility is calculated to and will, at the time of the issuance of the Certificate, have the reasonable likelihood to increase commercial activity and create employment; it will revitalize an urban area. The rehabilitation will include improvements aggregating more than ten percent (10%) of the true cash value of the property at the commencement of the rehabilitation.
- M. The City Commission determines that the applicant shall have twenty-four (24) months to complete the rehabilitation. It shall be completed by January 1, 2027, or two years after the Certificate is issued, whichever occurs later.
- N. That notice pursuant to statute has been timely given to the applicant, the assessor for the City of Muskegon, representatives of the affected taxing units and the general public.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

- 1. Based upon the statements set forth in, and incorporating the recitals to this resolution, the City Commission hereby approves the application filed by Lakeside Development Properties, LLC, for an Obsolete Property Rehabilitation Exemption Certificate, to be effective for a period of 8 years;
- 2. BE IT FURTHER RESOLVED, that this resolution of approval relates to the property set forth in Attachment A, the legal description containing the facilities to be improved;
- 3. BE IT FURTHER RESOLVED, that, as further condition of this approval, the applicant shall comply with the representations and conditions set forth in the recitals above and in the application material submitted to the City.

This resolution passed.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

CITY OF MUSKEGON

BY: \_\_\_\_\_  
 Ken Johnson  
 Mayor

ATTEST: \_\_\_\_\_  
 Ann Meisch  
 Clerk

**CERTIFICATE**

This resolution was adopted at a meeting of the City Commission held on May 12, 2026. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By \_\_\_\_\_  
Ann Meisch, City Clerk

**ATTACHMENT A: PROPERTY DESCRIPTION**

**Address:** 1937 Lakeshore Dr. (first floor commercial suite)

**PIN#:** 61-24-205-627-0002-00

**Parcel Size:** 0.21 Acres

**Legal:** CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 55 FT LOT 2 & NELY 22 FT LOT 3 BLK 627



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Brownfield Plan Amendment - Encore at Harbor Theatre, Lakeside Development Properties, LLC
<b>Submitted by:</b> Jocelyn Hines, Development Analyst	<b>Department:</b> Economic Development
<b>Brief Summary:</b> Lakeside Development Properties, LLC is requesting approval of a Brownfield Plan Amendment.	
<b>Detailed Summary &amp; Background:</b> <p>Lakeside Development Properties, LLC is requesting approval of a Brownfield Plan Amendment The Brownfield Redevelopment Authority (BRA) approved the original Brownfield Plan on April 14, 2026.</p> <p>The proposed amendment will facilitate the redevelopment of the former Harbor Theatre site located at 1937 Lakeshore Drive through the use of Tax Increment Financing (TIF) to reimburse the developer for eligible environmental and site redevelopment activities. The project will support the creation of new residential units and commercial space.</p> <p>The former Harbor Theatre, now referred to as the Encore, has remained vacant and blighted for an extended period. The redevelopment will consist of a three-story, 11-unit mixed-use building, with the lower level designated for commercial space and parking. The residential component will include three one-bedroom units, seven two-bedroom units, and one three-bedroom unit. The total estimated project investment is \$3,750,000.</p> <p>The Brownfield Plan Amendment includes the following eligible activities and costs: infrastructure and safety improvements necessary to support housing (\$525,000); demolition (\$165,000); Brownfield Plan Amendment preparation (\$20,000); Brownfield Plan Amendment implementation (\$10,000); contingency (\$103,500); Authority administrative costs (\$62,314); and Local Brownfield Revolving Fund (LBRF) capture (\$360,460).</p> <p>The reimbursement period is anticipated to extend through 2052, with the collection of TIF revenues beginning in 2027. The LBRF is projected to begin capturing revenue in 2049. The duration of the reimbursement period may be adjusted pending approval of a Neighborhood Enterprise Zone (NEZ) or Obsolete Property Rehabilitation Act (OPRA) certificate.</p> <p>According to the City of Muskegon Housing Needs Assessment, there is a demonstrated need for 413 moderate-income for-sale homes and 322 high-income for-sale homes. This project contributes toward addressing those identified housing needs.</p>	

**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:**

\$823,500

**Budgeted Item:**

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

**Fund(s) or Account(s):**

N/A

**Budget Amendment Needed:**

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

**Recommended Motion:**

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

**Approvals:**

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

**Name the Policy/Ordinance Followed:**

Act 381, Public Acts of Michigan, 1996, as amended

**RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT**

**Lakeside Development Properties, LLC (1937 Lakeshore Dr.)**

**(Encore at Harbor Theatre)**

**City of Muskegon**

**County of Muskegon, Michigan**

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 12th day of May, 2026 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to Lakeside Development Properties, LLC, 1937 Lakeshore Dr.; and

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on May 12, 2026.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

---

Ann Marie Meisch, City Clerk

---

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 12, 2026 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Ann Marie Meisch, City Clerk

# **Act 381 Brownfield Plan Amendment**

Encore at Harbor Theater

1937 Lakeshore Drive

Muskegon, Michigan

City of Muskegon Brownfield

Redevelopment Authority

Project No. 2501897

April 6, 2026

## **Act 381 Brownfield Plan Amendment**

**Encore at Harbor Theater  
1937 Lakeshore Drive  
Muskegon, Michigan**

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

**April 6, 2026  
Project No. 2501897**

**Recommended for Approval by the City of Muskegon  
Brownfield Redevelopment Authority on: \_\_\_\_\_**

**Approved by the City of Muskegon  
City Commission on: \_\_\_\_\_**

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Appendix 2 – Development/Reimbursement Agreement

Appendix 3 – Relevant Sections from the 2023 Muskegon Housing Needs Assessment

**List of Abbreviations/Acronyms**

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Muskegon Brownfield Redevelopment Authority
Developer	Randers Engineers and Constructors
LBRF	Local Brownfield Revolving Fund
MBRA	City of Muskegon Brownfield Redevelopment Authority
PA	Public Act
Plan	Brownfield Plan Amendment
TIF	tax increment financing
TIR	tax increment revenue

## 1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the “Authority” or “MBRA”) was established by the City of Muskegon pursuant to Act 381. The primary purpose of the Authority is to encourage the redevelopment of eligible property through the implementation of Brownfield Plans. This Brownfield Plan Amendment (Plan) permits the use of TIF to reimburse the costs of eligible activities required to redevelop eligible property located at 1937 Lakeshore Drive, Muskegon, Michigan (Subject Property).

The Subject Property consists of approximately 0.21 acres of land situated on the south side of Lakeshore Drive, a busy thoroughfare along the south shore of Muskegon Lake within the Lakeside District of Muskegon, approximately 2.0 miles east of Lake Michigan and 2.25 miles west of downtown Muskegon. An existing, vacant functionally obsolete theater building makes up most of the Subject Property. This building was constructed in the early 1920s and served as a movie theater until closing in recent years. Lakeside Development Properties, LLC (the “Developer”) acquired the Subject Property in late 2025 with the vision of repurposing the former theater into a mixed commercial and residential development called the “Encore at Harbor Theater”, paying tribute to the Subject Property’s history.

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Developer plans to repurpose the existing structure into a three-story mixed-use building including lower-level commercial space and integrated parking with upper levels comprised of 11 residential units (the “Project”). The market rate, “for sale” units will consist of three 1-bed units, seven 2-bed units, and one 3-bed unit.

Construction is expected to start in the spring of 2026 and finish by mid to late 2027. The Developer investment is estimated at \$3,750,000.

When completed, the Project improvements will total nearly 18,000 square feet, and it is estimated that three to five new jobs will be created to support the commercial business tenant. The Project will repurpose a functionally obsolete and vacant building into new commercial and living space that adds to the growing investment in the Lakeside District. Community benefits include new tax base, new jobs, new residents in the neighborhood, and a significantly improved building that will help increase surrounding tax base and encourage investment nearby.

The Subject Property is located in the qualified local governmental unit of City of Muskegon.

### 1.2 Eligible Property Information

Parcel ID: 61-24-205-627-0002-00

Address: 1937 Lakeshore Drive, Muskegon, Michigan

Size: Approximately 0.21 acres

#### **Basis of Eligibility**

The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of a “Housing Property” in Section 2(p)(ii). Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will include construction of 11 residential units. Maps depicting the location and layout of the property are attached as Figures 1 and 2.

According to Section 2(o)(ii), the Housing Property must be “located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan.”

#### **Specific Housing Need**

The 2023 Muskegon Housing Needs Assessment identified that the vacancy rate for units for sale is approximately 1.2% in the City of Muskegon, showing demand for owner-occupied units. One of the key findings in this study is that approximately 1,313 for-sale units are needed in the City of Muskegon by 2027, including 322 units at price

that approximately 1,313 for-sale units are needed in the City of Muskegon by 2027, including 322 units at price points greater than \$286,000. This Project provides 11 units at a price point greater than \$286,000. Relevant housing data from the source referenced above is provided in Appendix 3.

**Job Growth Data**

Both seasonal and year-round employment have grown in the last five years in the Muskegon Metropolitan Area. According to the U.S. Bureau of Labor Statistics, jobs in the Muskegon area have jumped by nearly 6,568 from 2020 to 2025. Growth over five years was about 11% from 56,267 in 2020 to 62,835 in 2025, compared to the overall state increase in job growth around that time, 17%.

**Jobs and Labor Force Growth, 2020 to 2025**  
Muskegon-Norton Shores Statistical Area Employment

Year(s)	Number of Jobs
2025	62,835
2024	62,604
2023	62,441
2022	62,018
2021	60,612
2020	56,267

U.S. Bureau of Labor Statistics, annual reports

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

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

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the development of “for sale” market rate housing that meets community needs. New local TIRs will be captured for reimbursement of eligible expenses, to the extent permitted under Act 381, based on actual available new TIR generated from the Project and following approval of this Plan. Baseline local and state taxes associated with the property will continue to be levied and distributed to local and state taxing jurisdictions. No State, local debt, or special assessment taxes will be captured to reimburse eligible activity costs.

The Developer’s total cost of eligible activities, including contingencies, is anticipated to be \$823,500. This total cost of eligible activities is further described below and in the attached Table 1. The capture of TIR for the LBRF is estimated to be \$360,460.

**2.1.1 Infrastructure and Safety Improvements Necessary to Support Housing**

Infrastructure improvements necessary to support housing include sidewalks (\$1,000), lighting (\$4,000), signage (\$5,000), storm sewers (\$4,000), water mains and connections (\$12,500), sanitary sewer mains and connections (\$11,000), park/seating areas/patio (\$50,000), integrated parking (\$270,500), other utilities (\$31,500), safety improvements necessary to support housing – fire suppression (\$115,000), and related soft costs (\$20,500). The total cost of these activities is anticipated to be \$525,000.

**2.1.2 Demolition (Building and Site)**

Selective interior building and exterior site demolition is anticipated to cost \$165,000.

**2.1.3 Brownfield Plan Amendment Preparation**

Preparation of the Plan is expected to cost \$20,000.

### **2.1.4 Brownfield Plan Amendment Implementation**

Implementation of the Plan is expected to cost \$10,000.

### **2.1.5 Contingency**

A 15% contingency (\$103,500) on infrastructure and safety improvements necessary to support housing and building and site demolition is included.

### **2.1.6 Authority Administration Cost**

The MBRA will collect 5% of local tax revenues annually for Plan administration, an estimated total of \$62,314.

### **2.1.7 Local Brownfield Revolving Fund**

Up to five years may be captured for deposit into the Local Brownfield Revolving Fund (LBRF), totaling approximately \$360,460.

## **2.2 Summary of Eligible Activities**

### **Infrastructure and Safety Improvements Necessary to Support Housing**

To support the construction of new “for sale” units meeting community housing needs, the following infrastructure improvements are necessary to support future residential use: sidewalks to the north and east of the building, exterior lighting, building signage, storm sewer improvements, water main improvements and connections, sanitary sewer mains and connections, park/seating areas/patio, integrated parking, other utility upgrades (Consumers + DTE), safety improvements (fire suppression), and related engineering and architectural soft costs.

### **Demolition (Building and Site)**

Selective interior building demolition is necessary to facilitate construction of new commercial and residential spaces with integrated parking. Additionally, removal of antiquated utilities, manhole, and asphalt to support the Project

### **Brownfield Plan Amendment Preparation**

This includes costs incurred to prepare and develop this Plan, as required per Act 381.

### **Brownfield Plan Amendment Implementation**

This includes costs incurred to implement this Plan, as required per Act 381.

### **Contingencies**

A 15% contingency is included to account for unanticipated costs related to infrastructure and safety improvements necessary to support housing and building and site demolition.

### **Authority Expenses**

Administration of the Brownfield Plan by the MBRA is calculated at 5% of local-only tax increment revenues to support the Project.

## **2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

The base taxable value for this Plan will be the 2026 taxable value of \$153,263. Upon Project completion, the property taxable value is estimated at \$1,875,600. Eligible Project activities are anticipated to begin in spring of 2026 with construction completion anticipated in mid to late 2027.

An estimate of the captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in Table 2. This Plan captures real property TIR and assumes a 2% annual increase in the taxable value of the eligible property. An Obsolete Property Rehabilitation Act, Public Act (PA) 146 of 2000, abatement is anticipated to be approved for eight years. Additionally, a Neighborhood Enterprise Zone Act, PA of 1992, abatement is being pursued for up to 15 years. TIR collection will start within five years of the adoption of this Plan and is anticipated to begin in 2027. Reimbursements will be made based on actual TIRs. Once eligible expenses are reimbursed, the MBRA may capture up to five years of the tax increment and deposit the revenues into an LBRF, provided the amount does not exceed the total cost of eligible activities. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

## **2.4 Method of Financing and Description of Advances Made by the Municipality**

The eligible activities contemplated under this Plan will be financed by the Developer, as outlined in this Plan and the accompanying development and reimbursement agreement (Appendix 2). No advances from the city are anticipated at this time.

## **2.5 Maximum Amount of Note or Bonded Indebtedness**

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority chooses.

## **2.6 Duration of Brownfield Plan**

The Authority intends to begin the capture of tax increment as early as 2027. This Plan will then remain in place for 26 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached as Table 3.

## **2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

An estimate of the impact of TIF on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

## **2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property**

The property is qualified as a "Housing Property." A map showing eligible property dimensions is attached as Figure 2.

The legal description for the parcel is as follows:

Parcel ID No.: 61-24-205-627-0002-00

CITY OF MUSKEGON REVISED PLAT OF 1903 SWLY 55 FT LOT 2 & NELY 22 FT LOT 3 BLK 627

## **2.9 Estimates of Residents and Displacement of Individuals/Families**

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the Project.

## **2.10 Plan for Relocation of Displaced Persons**

No persons reside on the eligible property. Therefore, this section is not applicable.

**2.11 Provisions for Relocation Costs**

No persons reside on the eligible property. Therefore, this section is not applicable.

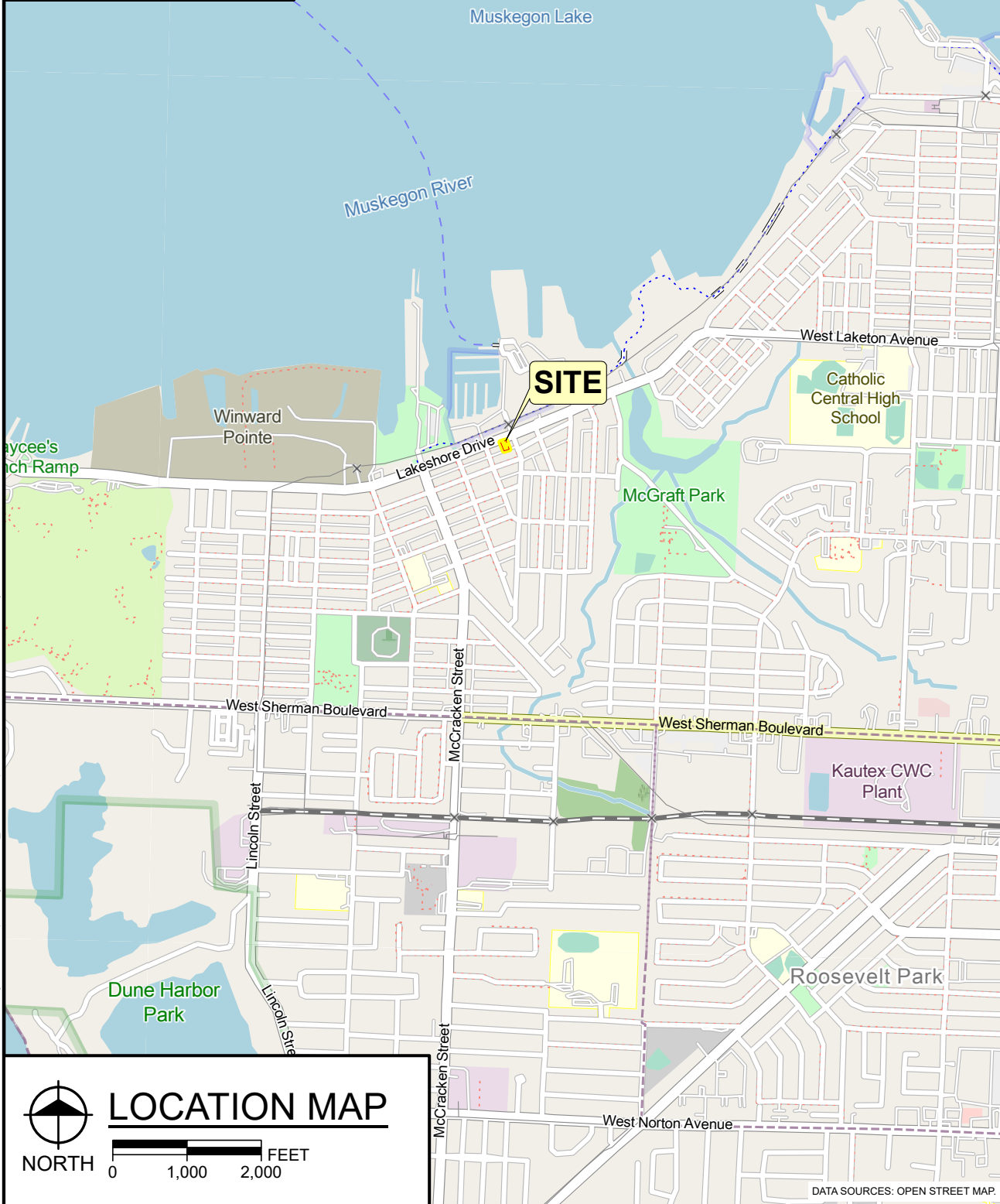
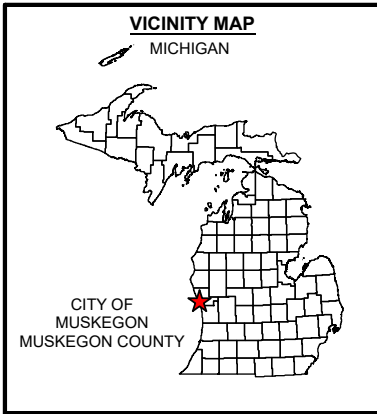
**2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law**

No persons reside on the eligible property. Therefore, this section is not applicable.

**2.13 Other Material that the Authority or Governing Body Considers Pertinent**

No material required.

# Figures



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.


**1937 Lakeshore Drive**  
Muskegon, Michigan  
**Act 381 Brownfield Plan**

PROJECT NO.  
2501897

FIGURE NO.  
**1**

PLOT INFO: Z:\2025\2501897\CAD\GIS\Proj\Brownfield.aprx Layout: FIG01\_Location Map Date: 1/14/2026 11:33 AM User: ebuyc

**LEGEND**

 Approximate Property Boundary



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.



**1937 Lakeshore Drive**

Muskegon, Michigan

**Act 381 Brownfield Plan**

PROJECT NO.  
2501897

FIGURE NO.  
**2**

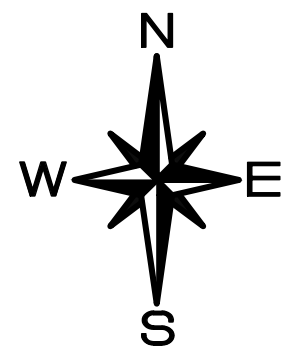
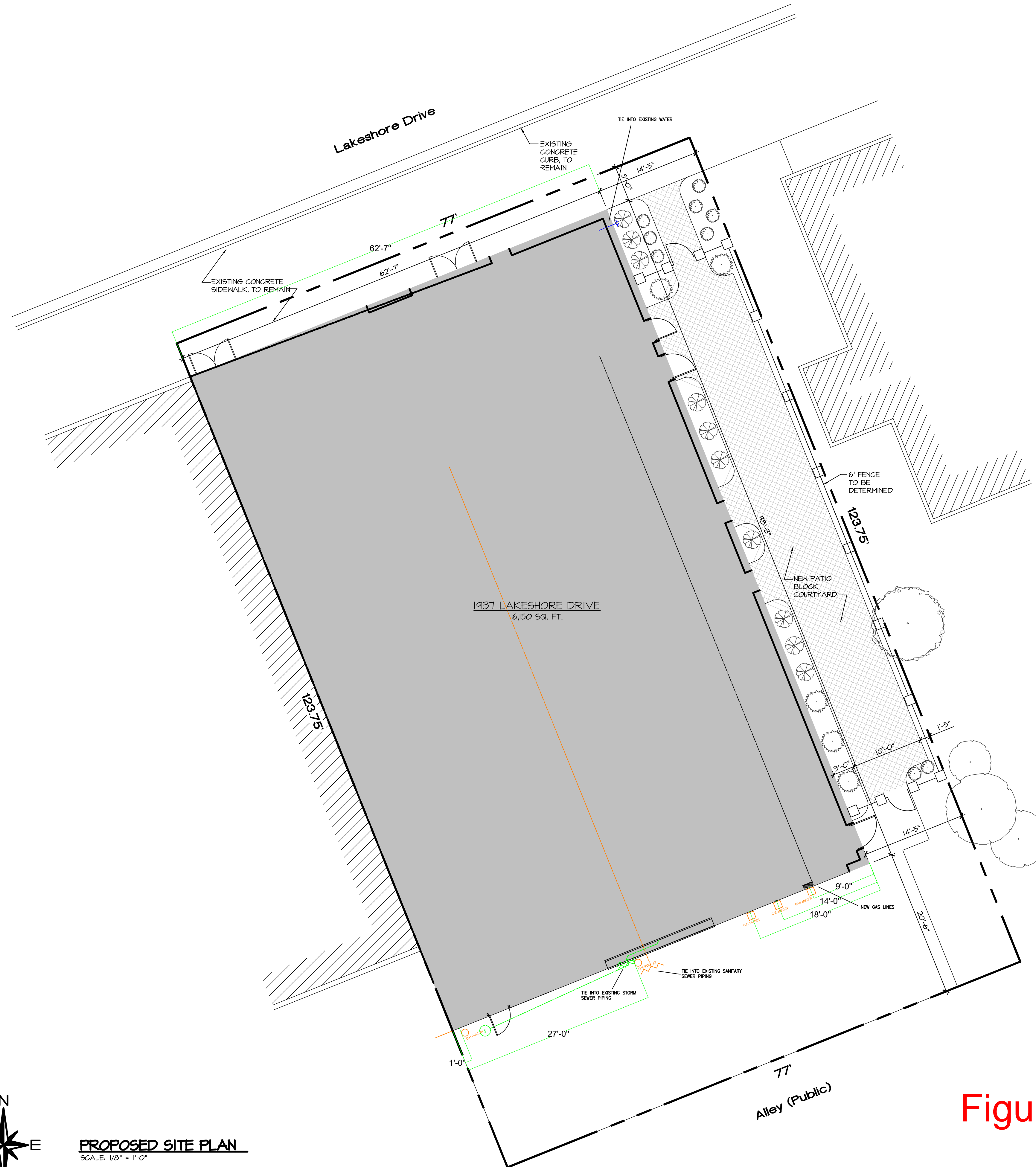


**SITE MAP**

0 20 40 FEET

DATA SOURCES: OSM HYBRID REFERENCE LAYER & MISAIL IMAGERY.

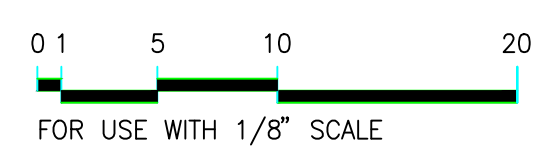
PLOT INFO: Z:\2025\2501897\CAD\GIS\Proj\Brownfield.aprx Layout: FIG02\_Site Map Date: 1/14/2026 11:33 AM User: ebuyc



**PROPOSED SITE PLAN**  
SCALE: 1/8" = 1'-0"

NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.


**Figure 3A**



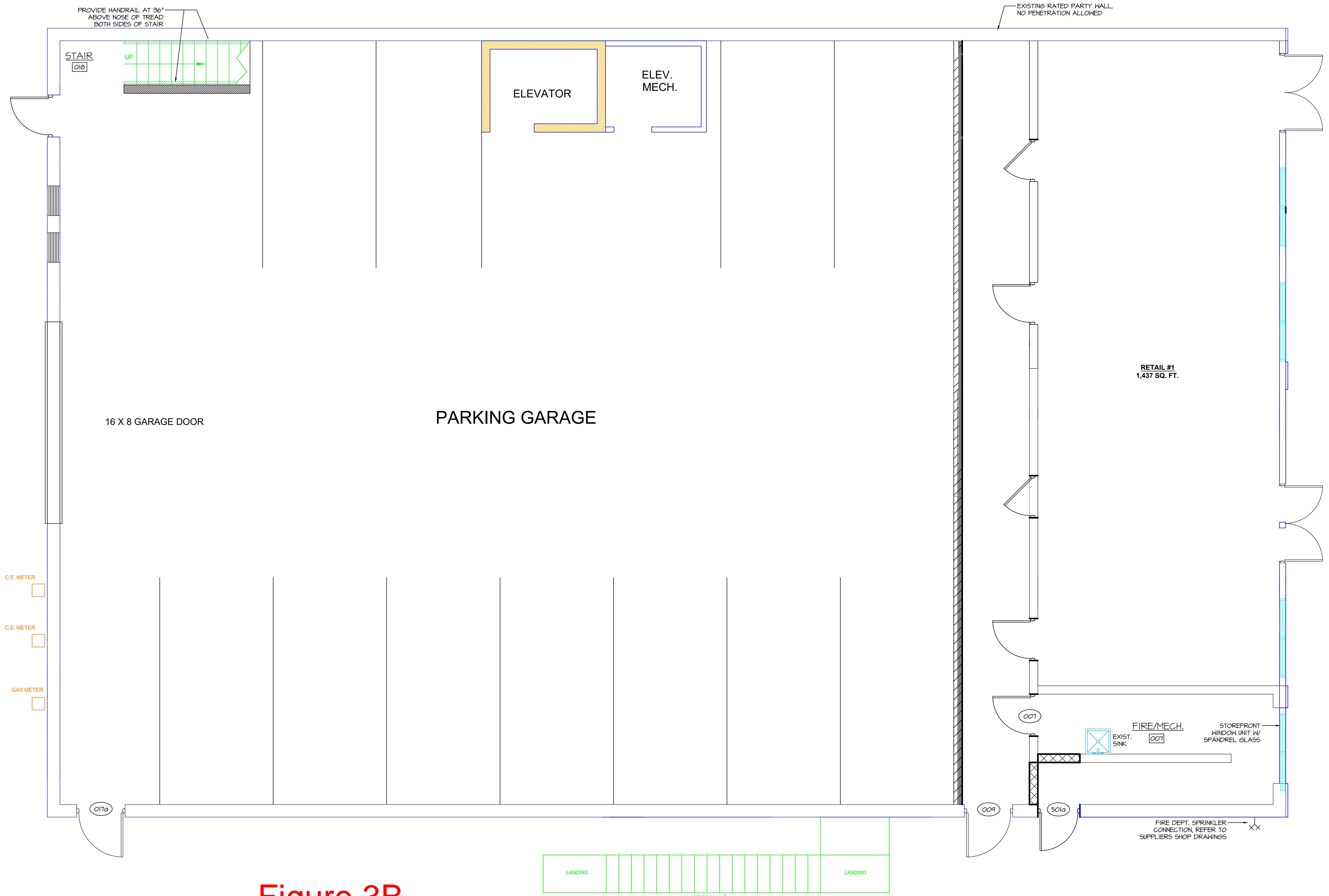
**KEYNOTES**

Rev.	Description	Date	By

**HARBOR THEATER CONDOMINIUMS & RETAIL**  
1937 LAKESHORE DR.  
MUSKEGON, MI 49441  
**PROPOSED SITE PLAN**

**Randers**   
**ENGINEERS & CONSTRUCTORS, INC.**  
Design  
Development  
Construction  
3597 Henry Street, Suite 200 • Muskegon, Michigan 49441 • Tel: (231) 780-1200 • Fax: (231) 780-0211  
www.randers.com

**OWNER APPROVAL**  
Date \_\_\_\_\_ By \_\_\_\_\_  
Job **12513**  
File Name **12513SD01**  
Sheet **SD-1**



**Figure 3B**

**1ST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**NOTICE:**  
CONTRACTOR RESPONSIBLE TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.

- PLAN LEGEND:**
- EXISTING WALL OR FIXTURE TO BE REMOVED
  - EXISTING WALL TO REMAIN
  - NEW 1/2" STUD WALL, REFER TO SHEETS A3.1 & A4.1
  - NEW 8" C.M.U. WALL, REFER TO SHEETS A3.1 & A4.1

**KEYNOTES**

Rev.	Description	Date	By

**HARBOR THEATER CONDOMINIUMS & RETAIL**  
1937 LAKESHORE DR.  
MUSKEGON, MI 49441

**1ST FLOOR PLAN**

**Randers**  
ENGINEERS & CONSTRUCTORS, INC.

Design Development Construction

3597 Henry Street, Suite 200 • Muskegon, Michigan 49441 • Tel: (231) 780-1200 • Fax: (231) 780-0211  
www.randers.com

OWNER APPROVAL	
Date	By
Job	12513
File Name	12513A01
Sheet	A-1



**Figure 3C**

**2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.

- PLAN LEGEND:**
- EXISTING WALL OR FIXTURE TO BE REMOVED
  - EXISTING WALL TO REMAIN
  - NEW KD. STUD WALL, REFER TO SHEETS A3.1 & A4.1
  - NEW 8" C.M.W. WALL, REFER TO SHEETS A3.1 & A4.1

**KEYNOTES**

Drawn	Checked	Scale	Date	Rev. By	Rev. Date	Description	Date	By
		1/4" = 1'-0"			1/29/26			
<b>HARBOR THEATER CONDOMINIUMS &amp; RETAIL</b>								
1937 LAKESHORE DR. MUSKEGON, MI 49441								
<b>2ND FLOOR PLAN</b>								
Design Development Construction <b>Randers E</b> ENGINEERS & CONSTRUCTORS, INC. 3597 Henry Street, Suite 200 • Muskegon, Michigan 49441 • Tel: (231) 780-1200 • Fax: (231) 780-0211 www.randers.com								
<b>OWNER APPROVAL</b>								
Date	By							
Job	12513							
File Name	12513A02							
Sheet	A-2							

# Tables

**Table 1 – Summary of Eligible Costs**  
 Act 381 Brownfield Plan  
 1937 Lakeshore Drive, Muskegon

**Local-Only Eligible Activities Costs and Schedule**

Local-Only Eligible Activities	Cost	Completion Season/Year
<b>Infrastructure and Safety Improvements Necessary to Support Housing</b>	<b>\$ 525,000</b>	<b>Winter 2026</b>
<i>Sidewalks</i>	\$ 1,000	
<i>Lighting</i>	\$ 4,000	
<i>Signage</i>	\$ 5,000	
<i>Storm Sewers</i>	\$ 4,000	
<i>Water Mains and Connections</i>	\$ 12,500	
<i>Sanitary Sewer Mains and Connections</i>	\$ 11,000	
<i>Park/Seating Areas/Patio</i>	\$ 50,000	
<i>Integrated Parking (concrete, steel, lighting, ventilation, structural support, elevator portion for parking level only, soil removal)</i>	\$ 270,500	
<i>Other Utilities</i>	\$ 31,500	
<i>Safety Improvements Necessary to Support Housing- Fire Suppression</i>	\$ 115,000	
<i>Soft Costs (associated with safety improvements)</i>	\$ 20,500	
<b>Demolition (Building and Site)</b>	<b>\$ 165,000</b>	<b>Spring/Summer 2026</b>
<b>Local-Only Eligible Activities Subtotal</b>	<b>\$ 690,000</b>	
<b>Contingency (15%)</b>	<b>\$ 103,500</b>	
<b>Brownfield Plan Preparation</b>	<b>\$ 20,000</b>	
<b>Brownfield Plan Implementation</b>	<b>\$ 10,000</b>	
<b>Local-Only Eligible Activities Total Costs</b>	<b>\$ 823,500</b>	

Table 2 – Total Captured Incremental Taxes Schedule

Land  
Act 381 Brownfield Plan  
1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
*Base Taxable Value	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Future Taxable Value	\$ -	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473	\$ 33,122	\$ 33,785	\$ 34,461	\$ 35,150	\$ 35,853	\$ 36,570	\$ 37,301	\$ 38,047	\$ 38,808
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ 600	\$ 1,212	\$ 1,836	\$ 2,473	\$ 3,122	\$ 3,785	\$ 4,461	\$ 5,150	\$ 5,853	\$ 6,570	\$ 7,301	\$ 8,047	\$ 8,808

Local Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
County Operating	5.5069	\$ -	\$ -	\$ 3	\$ 7	\$ 10	\$ 14	\$ 17	\$ 21	\$ 25	\$ 28	\$ 32	\$ 36	\$ 40	\$ 44	\$ 49
County Museum	0.3110	\$ -	\$ -	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3
County Veterans	0.0724	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1
Senior Cit Svc	0.4830	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3	\$ 4	\$ 4	\$ 4
Central Dispatch	0.2897	\$ -	\$ -	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3
Muskegon Community College	2.1295	\$ -	\$ -	\$ 1	\$ 3	\$ 4	\$ 5	\$ 7	\$ 8	\$ 9	\$ 11	\$ 12	\$ 14	\$ 16	\$ 17	\$ 19
M.A.I.S.D	4.5939	\$ -	\$ -	\$ 3	\$ 6	\$ 8	\$ 11	\$ 14	\$ 17	\$ 20	\$ 24	\$ 27	\$ 30	\$ 34	\$ 37	\$ 40
City Operating	9.4470	\$ -	\$ -	\$ 6	\$ 11	\$ 17	\$ 23	\$ 29	\$ 36	\$ 42	\$ 49	\$ 55	\$ 62	\$ 69	\$ 76	\$ 83
City Sanitation	2.8174	\$ -	\$ -	\$ 2	\$ 3	\$ 5	\$ 7	\$ 9	\$ 11	\$ 13	\$ 15	\$ 16	\$ 19	\$ 21	\$ 23	\$ 25
Hackley Library	2.2586	\$ -	\$ -	\$ 1	\$ 3	\$ 4	\$ 6	\$ 7	\$ 9	\$ 10	\$ 12	\$ 13	\$ 15	\$ 16	\$ 18	\$ 20
MPS Sinking	0.9390	\$ -	\$ -	\$ 1	\$ 1	\$ 2	\$ 2	\$ 3	\$ 4	\$ 4	\$ 5	\$ 5	\$ 6	\$ 7	\$ 8	\$ 8
<b>Local Total</b>	<b>28.8484</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17</b>	<b>\$ 35</b>	<b>\$ 53</b>	<b>\$ 71</b>	<b>\$ 90</b>	<b>\$ 109</b>	<b>\$ 129</b>	<b>\$ 149</b>	<b>\$ 169</b>	<b>\$ 190</b>	<b>\$ 211</b>	<b>\$ 232</b>	<b>\$ 254</b>

Non-Capturable Millages	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Comm College Debt	0.2000	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2
Hackley Debt	0.2500	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2
MPS Debt 2020	0.6500	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3	\$ 4	\$ 4	\$ 5	\$ 5	\$ 6
MPS Debt 2021	6.8500	\$ -	\$ -	\$ 4	\$ 8	\$ 13	\$ 17	\$ 21	\$ 26	\$ 31	\$ 35	\$ 40	\$ 45	\$ 50	\$ 55	\$ 60
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5</b>	<b>\$ 10</b>	<b>\$ 15</b>	<b>\$ 20</b>	<b>\$ 25</b>	<b>\$ 30</b>	<b>\$ 35</b>	<b>\$ 41</b>	<b>\$ 47</b>	<b>\$ 52</b>	<b>\$ 58</b>	<b>\$ 64</b>	<b>\$ 70</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ - \$ 17 \$ 35 \$ 53 \$ 71 \$ 90 \$ 109 \$ 129 \$ 149 \$ 169 \$ 190 \$ 211 \$ 232 \$ 254

NOTES:

**Table 2 – Total Captured Incremental Taxes Schedule**

Land

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate:

Plan Year	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Calendar Year	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
*Base Taxable Value	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Future Taxable Value	\$ 39,584	\$ 40,376	\$ 41,184	\$ 42,007	\$ 42,847	\$ 43,704	\$ 44,578	\$ 45,470	\$ 46,379	\$ 47,307	\$ 48,253	\$ 49,218	\$ -
Incremental Difference (New TV - Base TV)	\$ 9,584	\$ 10,376	\$ 11,184	\$ 12,007	\$ 12,847	\$ 13,704	\$ 14,578	\$ 15,470	\$ 16,379	\$ 17,307	\$ 18,253	\$ 19,218	\$ -

Local Capture	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
County Operating	5.5069	\$ 53	\$ 57	\$ 62	\$ 66	\$ 71	\$ 75	\$ 80	\$ 85	\$ 90	\$ 95	\$ 101	\$ 106	\$ 1,267
County Museum	0.3110	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 4	\$ 5	\$ 5	\$ 5	\$ 5	\$ 6	\$ 6	\$ 72
County Veterans	0.0724	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 17
Senior Cit Svc	0.4830	\$ 5	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9	\$ 9	\$ 111
Central Dispatch	0.2897	\$ 3	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 4	\$ 4	\$ 5	\$ 5	\$ 5	\$ 6	\$ 67
Muskegon Community College	2.1295	\$ 20	\$ 22	\$ 24	\$ 26	\$ 27	\$ 29	\$ 31	\$ 33	\$ 35	\$ 37	\$ 39	\$ 41	\$ 490
M.A.I.S.D	4.5939	\$ 44	\$ 48	\$ 51	\$ 55	\$ 59	\$ 63	\$ 67	\$ 71	\$ 75	\$ 80	\$ 84	\$ 88	\$ 1,057
City Operating	9.4470	\$ 91	\$ 98	\$ 106	\$ 113	\$ 121	\$ 129	\$ 138	\$ 146	\$ 155	\$ 163	\$ 172	\$ 182	\$ 2,174
City Sanitation	2.8174	\$ 27	\$ 29	\$ 32	\$ 34	\$ 36	\$ 39	\$ 41	\$ 44	\$ 46	\$ 49	\$ 51	\$ 54	\$ 648
Hackley Library	2.2586	\$ 22	\$ 23	\$ 25	\$ 27	\$ 29	\$ 31	\$ 33	\$ 35	\$ 37	\$ 39	\$ 41	\$ 43	\$ 520
MPS Sinking	0.9390	\$ 9	\$ 10	\$ 11	\$ 11	\$ 12	\$ 13	\$ 14	\$ 15	\$ 15	\$ 16	\$ 17	\$ 18	\$ 216
<b>Local Total</b>	<b>28.8484</b>	<b>\$ 276</b>	<b>\$ 299</b>	<b>\$ 323</b>	<b>\$ 346</b>	<b>\$ 371</b>	<b>\$ 395</b>	<b>\$ 421</b>	<b>\$ 446</b>	<b>\$ 473</b>	<b>\$ 499</b>	<b>\$ 527</b>	<b>\$ 554</b>	<b>\$ 6,639</b>

Non-Capturable Millages	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Comm College Debt	0.2000	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 46
Hackley Debt	0.2500	\$ 2	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 4	\$ 4	\$ 5	\$ 5	\$ 58
MPS Debt 2020	0.6500	\$ 6	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9	\$ 9	\$ 10	\$ 11	\$ 11	\$ 12	\$ 12	\$ 150
MPS Debt 2021	6.8500	\$ 66	\$ 71	\$ 77	\$ 82	\$ 88	\$ 94	\$ 100	\$ 106	\$ 112	\$ 119	\$ 125	\$ 132	\$ 1,576
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>\$ 76</b>	<b>\$ 82</b>	<b>\$ 89</b>	<b>\$ 95</b>	<b>\$ 102</b>	<b>\$ 109</b>	<b>\$ 116</b>	<b>\$ 123</b>	<b>\$ 130</b>	<b>\$ 138</b>	<b>\$ 145</b>	<b>\$ 153</b>	<b>\$ 1,830</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 276 \$ 299 \$ 323 \$ 346 \$ 371 \$ 395 \$ 421 \$ 446 \$ 473 \$ 499 \$ 527 \$ 554 \$ **6,639**

NOTES:

**Table 2 – Total Captured Incremental Taxes Schedule**

Residential

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate: 2% increase per year		NEZ Yr 1	NEZ Yr 2	NEZ Yr 3	NEZ Yr 4	NEZ Yr 5	NEZ Yr 6	NEZ Yr 7	NEZ Yr 8	NEZ Yr 9	NEZ Yr 10	NEZ Yr 11	NEZ Yr 12	NEZ Phase In	
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Taxable Value	\$ -	\$ 797,500	\$ 1,595,000	\$ 1,626,900	\$ 1,659,438	\$ 1,692,627	\$ 1,726,479	\$ 1,761,009	\$ 1,796,229	\$ 1,832,154	\$ 1,868,797	\$ 1,906,173	\$ 1,944,296	\$ 1,983,182	\$ 2,022,846
Incremental Difference (New TV - Base TV)	\$ -	\$ 797,500	\$ 1,595,000	\$ 1,626,900	\$ 1,659,438	\$ 1,692,627	\$ 1,726,479	\$ 1,761,009	\$ 1,796,229	\$ 1,832,154	\$ 1,868,797	\$ 1,906,173	\$ 1,944,296	\$ 1,983,182	\$ 2,022,846

Local Capture	Millage Rate	NEZ Rate															
County Operating	5.5069	2.2633	\$ -	\$ 1,805	\$ 3,610	\$ 3,682	\$ 3,756	\$ 3,831	\$ 3,908	\$ 3,986	\$ 4,065	\$ 4,147	\$ 4,230	\$ 4,314	\$ 4,401	\$ 6,826	\$ 8,355
County Museum	0.3110	0.1278	\$ -	\$ 102	\$ 204	\$ 208	\$ 212	\$ 216	\$ 221	\$ 225	\$ 230	\$ 234	\$ 239	\$ 244	\$ 249	\$ 617	\$ 629
County Veterans	0.0724	0.0298	\$ -	\$ 24	\$ 47	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 53	\$ 55	\$ 56	\$ 57	\$ 58	\$ 144	\$ 146
Senior Cit Svc	0.4830	0.1985	\$ -	\$ 158	\$ 317	\$ 323	\$ 329	\$ 336	\$ 343	\$ 350	\$ 357	\$ 364	\$ 371	\$ 378	\$ 386	\$ 958	\$ 977
Central Dispatch	0.2897	0.1191	\$ -	\$ 95	\$ 190	\$ 194	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ 218	\$ 223	\$ 227	\$ 231	\$ 359	\$ 440
Muskegon Community College	2.1295	0.8752	\$ -	\$ 698	\$ 1,396	\$ 1,424	\$ 1,452	\$ 1,481	\$ 1,511	\$ 1,541	\$ 1,572	\$ 1,604	\$ 1,636	\$ 1,668	\$ 1,702	\$ 4,223	\$ 4,308
M.A.I.S.D	4.5939	1.8881	\$ -	\$ 1,506	\$ 3,011	\$ 3,072	\$ 3,133	\$ 3,196	\$ 3,260	\$ 3,325	\$ 3,391	\$ 3,459	\$ 3,528	\$ 3,599	\$ 3,671	\$ 9,111	\$ 9,293
City Operating	9.4470	3.8827	\$ -	\$ 3,096	\$ 6,193	\$ 6,317	\$ 6,443	\$ 6,572	\$ 6,703	\$ 6,837	\$ 6,974	\$ 7,114	\$ 7,256	\$ 7,401	\$ 7,549	\$ 11,709	\$ 14,332
City Sanitation	2.8174	1.1579	\$ -	\$ 923	\$ 1,847	\$ 1,884	\$ 1,922	\$ 1,960	\$ 1,999	\$ 2,039	\$ 2,080	\$ 2,122	\$ 2,164	\$ 2,207	\$ 2,251	\$ 3,492	\$ 4,274
Hackley Library	2.2586	0.9283	\$ -	\$ 740	\$ 1,481	\$ 1,510	\$ 1,540	\$ 1,571	\$ 1,603	\$ 1,635	\$ 1,667	\$ 1,701	\$ 1,735	\$ 1,769	\$ 1,805	\$ 4,479	\$ 4,569
MPS Sinking	0.9390	0.3859	\$ -	\$ 308	\$ 616	\$ 628	\$ 640	\$ 653	\$ 666	\$ 680	\$ 693	\$ 707	\$ 721	\$ 736	\$ 750	\$ 1,862	\$ 1,899
<b>Local Total</b>	<b>28.8484</b>	<b>11.8566</b>	\$ -	\$ <b>9,456</b>	\$ <b>18,911</b>	\$ <b>19,289</b>	\$ <b>19,675</b>	\$ <b>20,069</b>	\$ <b>20,470</b>	\$ <b>20,880</b>	\$ <b>21,297</b>	\$ <b>21,723</b>	\$ <b>22,158</b>	\$ <b>22,601</b>	\$ <b>23,053</b>	\$ <b>43,780</b>	\$ <b>49,222</b>

Non-Capturable Millages	Millage Rate	NEZ Rate															
Comm College Debt	0.2000	0.0822	\$ -	\$ 66	\$ 131	\$ 134	\$ 136	\$ 139	\$ 142	\$ 145	\$ 148	\$ 151	\$ 154	\$ 157	\$ 160	\$ 248	\$ 303
Hackley Debt	0.2500	0.1027	\$ -	\$ 82	\$ 164	\$ 167	\$ 171	\$ 174	\$ 177	\$ 181	\$ 185	\$ 188	\$ 192	\$ 196	\$ 200	\$ 310	\$ 379
MPS Debt 2020	0.6500	0.2671	\$ -	\$ 213	\$ 426	\$ 435	\$ 443	\$ 452	\$ 461	\$ 470	\$ 480	\$ 489	\$ 499	\$ 509	\$ 519	\$ 806	\$ 986
MPS Debt 2021	6.8500	2.8153	\$ -	\$ 2,245	\$ 4,490	\$ 4,580	\$ 4,672	\$ 4,765	\$ 4,861	\$ 4,958	\$ 5,057	\$ 5,158	\$ 5,261	\$ 5,366	\$ 5,474	\$ 8,490	\$ 10,392
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>3.2674</b>	\$ -	\$ <b>2,606</b>	\$ <b>5,212</b>	\$ <b>5,316</b>	\$ <b>5,422</b>	\$ <b>5,531</b>	\$ <b>5,641</b>	\$ <b>5,754</b>	\$ <b>5,869</b>	\$ <b>5,986</b>	\$ <b>6,106</b>	\$ <b>6,228</b>	\$ <b>6,353</b>	\$ <b>9,854</b>	\$ <b>12,061</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ 9,456 \$ 18,911 \$ 19,289 \$ 19,675 \$ 20,069 \$ 20,470 \$ 20,880 \$ 21,297 \$ 21,723 \$ 22,158 \$ 22,601 \$ 23,053 \$ 43,780 \$ 49,222

<b>NOTES:</b>		
NEZ PRE Tax Rate	17.590	17.5900
Reduction Proportion	0.410996673	

**Table 2 – Total Captured Incremental Taxes Schedule**

Residential

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate:		15	16	17	18	19	20	21	22	23	24	25	26	Totals
Plan Year	Calendar Year	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
*Base Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Taxable Value		\$ 2,063,303	\$ 2,104,569	\$ 2,146,660	\$ 2,189,593	\$ 2,233,385	\$ 2,278,053	\$ 2,323,614	\$ 2,370,086	\$ 2,417,488	\$ 2,465,838	\$ 2,515,154	\$ 2,565,457	\$ -
Incremental Difference (New TV - Base TV)		\$ 2,063,303	\$ 2,104,569	\$ 2,146,660	\$ 2,189,593	\$ 2,233,385	\$ 2,278,053	\$ 2,323,614	\$ 2,370,086	\$ 2,417,488	\$ 2,465,838	\$ 2,515,154	\$ 2,565,457	\$ -

Local Capture	Millage Rate	NEZ Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
County Operating	5.5069	2.2633	\$ 9,942	\$ 11,590	\$ 11,821	\$ 12,058	\$ 12,299	\$ 12,545	\$ 12,796	\$ 13,052	\$ 13,313	\$ 13,579	\$ 13,851	\$ 14,128	\$ 211,888
County Museum	0.3110	0.1278	\$ 642	\$ 655	\$ 668	\$ 681	\$ 695	\$ 708	\$ 723	\$ 737	\$ 752	\$ 767	\$ 782	\$ 798	\$ 12,435
County Veterans	0.0724	0.0298	\$ 149	\$ 152	\$ 155	\$ 159	\$ 162	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186	\$ 2,895
Senior Cit Svc	0.4830	0.1985	\$ 997	\$ 1,017	\$ 1,037	\$ 1,058	\$ 1,079	\$ 1,100	\$ 1,122	\$ 1,145	\$ 1,168	\$ 1,191	\$ 1,215	\$ 1,239	\$ 19,312
Central Dispatch	0.2897	0.1191	\$ 523	\$ 610	\$ 622	\$ 634	\$ 647	\$ 660	\$ 673	\$ 687	\$ 700	\$ 714	\$ 729	\$ 743	\$ 11,147
Muskegon Community College	2.1295	0.8752	\$ 4,394	\$ 4,482	\$ 4,571	\$ 4,663	\$ 4,756	\$ 4,851	\$ 4,948	\$ 5,047	\$ 5,148	\$ 5,251	\$ 5,356	\$ 5,463	\$ 85,146
M.A.I.S.D	4.5939	1.8881	\$ 9,479	\$ 9,668	\$ 9,862	\$ 10,059	\$ 10,260	\$ 10,465	\$ 10,674	\$ 10,888	\$ 11,106	\$ 11,328	\$ 11,554	\$ 11,785	\$ 183,683
City Operating	9.4470	3.8827	\$ 17,056	\$ 19,882	\$ 20,279	\$ 20,685	\$ 21,099	\$ 21,521	\$ 21,951	\$ 22,390	\$ 22,838	\$ 23,295	\$ 23,761	\$ 24,236	\$ 363,490
City Sanitation	2.8174	1.1579	\$ 5,087	\$ 5,929	\$ 6,048	\$ 6,169	\$ 6,292	\$ 6,418	\$ 6,547	\$ 6,677	\$ 6,811	\$ 6,947	\$ 7,086	\$ 7,228	\$ 108,404
Hackley Library	2.2586	0.9283	\$ 4,660	\$ 4,753	\$ 4,848	\$ 4,945	\$ 5,044	\$ 5,145	\$ 5,248	\$ 5,353	\$ 5,460	\$ 5,569	\$ 5,681	\$ 5,794	\$ 90,308
MPS Sinking	0.9390	0.3859	\$ 1,937	\$ 1,976	\$ 2,016	\$ 2,056	\$ 2,097	\$ 2,139	\$ 2,182	\$ 2,226	\$ 2,270	\$ 2,315	\$ 2,362	\$ 2,409	\$ 37,545
<b>Local Total</b>	<b>28.8484</b>	<b>11.8566</b>	<b>\$ 54,865</b>	<b>\$ 60,713</b>	<b>\$ 61,928</b>	<b>\$ 63,166</b>	<b>\$ 64,430</b>	<b>\$ 65,718</b>	<b>\$ 67,033</b>	<b>\$ 68,373</b>	<b>\$ 69,741</b>	<b>\$ 71,135</b>	<b>\$ 72,558</b>	<b>\$ 74,009</b>	<b>\$ 1,126,253</b>

Non-Capturable Millages	Millage Rate	NEZ Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Comm College Debt	0.2000	0.0822	\$ 361	\$ 421	\$ 429	\$ 438	\$ 447	\$ 456	\$ 465	\$ 474	\$ 483	\$ 493	\$ 503	\$ 513	\$ 7,695
Hackley Debt	0.2500	0.1027	\$ 451	\$ 526	\$ 537	\$ 547	\$ 558	\$ 570	\$ 581	\$ 593	\$ 604	\$ 616	\$ 629	\$ 641	\$ 9,619
MPS Debt 2020	0.6500	0.2671	\$ 1,174	\$ 1,368	\$ 1,395	\$ 1,423	\$ 1,452	\$ 1,481	\$ 1,510	\$ 1,541	\$ 1,571	\$ 1,603	\$ 1,635	\$ 1,668	\$ 25,010
MPS Debt 2021	6.8500	2.8153	\$ 12,367	\$ 14,416	\$ 14,705	\$ 14,999	\$ 15,299	\$ 15,605	\$ 15,917	\$ 16,235	\$ 16,560	\$ 16,891	\$ 17,229	\$ 17,573	\$ 263,566
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>3.2674</b>	<b>\$ 14,353</b>	<b>\$ 16,731</b>	<b>\$ 17,066</b>	<b>\$ 17,407</b>	<b>\$ 17,755</b>	<b>\$ 18,111</b>	<b>\$ 18,473</b>	<b>\$ 18,842</b>	<b>\$ 19,219</b>	<b>\$ 19,603</b>	<b>\$ 19,995</b>	<b>\$ 20,395</b>	<b>\$ 305,890</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 54,865 \$ 60,713 \$ 61,928 \$ 63,166 \$ 64,430 \$ 65,718 \$ 67,033 \$ 68,373 \$ 69,741 \$ 71,135 \$ 72,558 \$ 74,009 \$ **1,126,253**

<b>NOTES:</b>		
NEZ PRE Tax Rate	17.590	17.5900
Reduction Proportion	0.410996673	

**Table 2 – Total Captured Incremental Taxes Schedule**

Commercial

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
*Base Taxable Value	\$ -	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263
OPRA Frozen Value	\$ -	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Taxable Value	\$ -	\$ 125,000	\$ 250,000	\$ 255,000	\$ 260,100	\$ 265,302	\$ 270,608	\$ 276,020	\$ 281,541	\$ 287,171	\$ 292,915	\$ 298,773	\$ 304,749	\$ 310,844	\$ 317,060
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,908	\$ 169,652	\$ 175,510	\$ 181,486	\$ 187,581	\$ 193,797

Local Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
County Operating	5.5069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 903	\$ 934	\$ 967	\$ 999	\$ 1,033	\$ 1,067
County Museum	0.3110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51	\$ 53	\$ 55	\$ 56	\$ 58	\$ 60
County Veterans	0.0724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ 12	\$ 13	\$ 13	\$ 14	\$ 14
Senior Cit Svc	0.4830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79	\$ 82	\$ 85	\$ 88	\$ 91	\$ 94
Central Dispatch	0.2897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47	\$ 49	\$ 51	\$ 53	\$ 54	\$ 56
Muskegon Community College	2.1295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 349	\$ 361	\$ 374	\$ 386	\$ 399	\$ 413
M.A.I.S.D	4.5939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 753	\$ 779	\$ 806	\$ 834	\$ 862	\$ 890
City Operating	9.4470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,548	\$ 1,603	\$ 1,658	\$ 1,714	\$ 1,772	\$ 1,831
City Sanitation	2.8174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 462	\$ 478	\$ 494	\$ 511	\$ 528	\$ 546
Hackley Library	2.2586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 370	\$ 383	\$ 396	\$ 410	\$ 424	\$ 438
MPS Sinking	0.9390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154	\$ 159	\$ 165	\$ 170	\$ 176	\$ 182
<b>Local Total</b>	<b>28.8484</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,728	\$ 4,894	\$ 5,063	\$ 5,236	\$ 5,411	\$ 5,591

Non-Capturable Millages	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Comm College Debt	0.2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33	\$ 34	\$ 35	\$ 36	\$ 38	\$ 39
Hackley Debt	0.2500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41	\$ 42	\$ 44	\$ 45	\$ 47	\$ 48
MPS Debt 2020	0.6500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107	\$ 110	\$ 114	\$ 118	\$ 122	\$ 126
MPS Debt 2021	6.8500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,123	\$ 1,162	\$ 1,202	\$ 1,243	\$ 1,285	\$ 1,328
<b>Non-Capturable Total</b>	<b>7.9500</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,303	\$ 1,349	\$ 1,395	\$ 1,443	\$ 1,491	\$ 1,541

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 4,728 \$ 4,894 \$ 5,063 \$ 5,236 \$ 5,411 \$ 5,591

**NOTES:**  
Land not included  
8 Year OPRA Tax Abatement

**Table 2 – Total Captured Incremental Taxes Schedule**

Commercial

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate:

Plan Year	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Calendar Year	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
*Base Taxable Value	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ 123,263	\$ -
OPRA Frozen Value													
Future Taxable Value	\$ 323,402	\$ 329,870	\$ 336,467	\$ 343,196	\$ 350,060	\$ 357,062	\$ 364,203	\$ 371,487	\$ 378,917	\$ 386,495	\$ 394,225	\$ 402,109	\$ -
Incremental Difference (New TV - Base TV)	\$ 200,139	\$ 206,607	\$ 213,204	\$ 219,933	\$ 226,797	\$ 233,799	\$ 240,940	\$ 248,224	\$ 255,654	\$ 263,232	\$ 270,962	\$ 278,846	\$ -

Local Capture	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
County Operating	5.5069	\$ 1,102	\$ 1,138	\$ 1,174	\$ 1,211	\$ 1,249	\$ 1,288	\$ 1,327	\$ 1,367	\$ 1,408	\$ 1,450	\$ 1,492	\$ 1,536	\$ 21,644
County Museum	0.3110	\$ 62	\$ 64	\$ 66	\$ 68	\$ 71	\$ 73	\$ 75	\$ 77	\$ 80	\$ 82	\$ 84	\$ 87	\$ 1,222
County Veterans	0.0724	\$ 14	\$ 15	\$ 15	\$ 16	\$ 16	\$ 17	\$ 17	\$ 18	\$ 19	\$ 19	\$ 20	\$ 20	\$ 285
Senior Cit Svc	0.4830	\$ 97	\$ 100	\$ 103	\$ 106	\$ 110	\$ 113	\$ 116	\$ 120	\$ 123	\$ 127	\$ 131	\$ 135	\$ 1,898
Central Dispatch	0.2897	\$ 58	\$ 60	\$ 62	\$ 64	\$ 66	\$ 68	\$ 70	\$ 72	\$ 74	\$ 76	\$ 78	\$ 81	\$ 1,139
Muskegon Community College	2.1295	\$ 426	\$ 440	\$ 454	\$ 468	\$ 483	\$ 498	\$ 513	\$ 529	\$ 544	\$ 561	\$ 577	\$ 594	\$ 8,370
M.A.I.S.D	4.5939	\$ 919	\$ 949	\$ 979	\$ 1,010	\$ 1,042	\$ 1,074	\$ 1,107	\$ 1,140	\$ 1,174	\$ 1,209	\$ 1,245	\$ 1,281	\$ 18,055
City Operating	9.4470	\$ 1,891	\$ 1,952	\$ 2,014	\$ 2,078	\$ 2,143	\$ 2,209	\$ 2,276	\$ 2,345	\$ 2,415	\$ 2,487	\$ 2,560	\$ 2,634	\$ 37,129
City Sanitation	2.8174	\$ 564	\$ 582	\$ 601	\$ 620	\$ 639	\$ 659	\$ 679	\$ 699	\$ 720	\$ 742	\$ 763	\$ 786	\$ 11,073
Hackley Library	2.2586	\$ 452	\$ 467	\$ 482	\$ 497	\$ 512	\$ 528	\$ 544	\$ 561	\$ 577	\$ 595	\$ 612	\$ 630	\$ 8,877
MPS Sinking	0.9390	\$ 188	\$ 194	\$ 200	\$ 207	\$ 213	\$ 220	\$ 226	\$ 233	\$ 240	\$ 247	\$ 254	\$ 262	\$ 3,691
<b>Local Total</b>	<b>28.8484</b>	<b>\$ 5,774</b>	<b>\$ 5,960</b>	<b>\$ 6,151</b>	<b>\$ 6,345</b>	<b>\$ 6,543</b>	<b>\$ 6,745</b>	<b>\$ 6,951</b>	<b>\$ 7,161</b>	<b>\$ 7,375</b>	<b>\$ 7,594</b>	<b>\$ 7,817</b>	<b>\$ 8,044</b>	<b>\$ 113,382</b>

Non-Capturable Millages	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Comm College Debt	0.2000	\$ 40	\$ 41	\$ 43	\$ 44	\$ 45	\$ 47	\$ 48	\$ 50	\$ 51	\$ 53	\$ 54	\$ 56	\$ 786
Hackley Debt	0.2500	\$ 50	\$ 52	\$ 53	\$ 55	\$ 57	\$ 58	\$ 60	\$ 62	\$ 64	\$ 66	\$ 68	\$ 70	\$ 983
MPS Debt 2020	0.6500	\$ 130	\$ 134	\$ 139	\$ 143	\$ 147	\$ 152	\$ 157	\$ 161	\$ 166	\$ 171	\$ 176	\$ 181	\$ 2,555
MPS Debt 2021	6.8500	\$ 1,371	\$ 1,415	\$ 1,460	\$ 1,507	\$ 1,554	\$ 1,602	\$ 1,650	\$ 1,700	\$ 1,751	\$ 1,803	\$ 1,856	\$ 1,910	\$ 26,922
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>\$ 1,591</b>	<b>\$ 1,643</b>	<b>\$ 1,695</b>	<b>\$ 1,748</b>	<b>\$ 1,803</b>	<b>\$ 1,859</b>	<b>\$ 1,915</b>	<b>\$ 1,973</b>	<b>\$ 2,032</b>	<b>\$ 2,093</b>	<b>\$ 2,154</b>	<b>\$ 2,217</b>	<b>\$ 31,246</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 5,774 \$ 5,960 \$ 6,151 \$ 6,345 \$ 6,543 \$ 6,745 \$ 6,951 \$ 7,161 \$ 7,375 \$ 7,594 \$ 7,817 \$ 8,044 \$ **113,382**

**NOTES:**  
Land not included  
8 Year OPRA Tax Abatement

**Table 2 – Total Captured Incremental Taxes Schedule**

Total Summary

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
*Base Taxable Value	\$ -	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	
Future Taxable Value	\$ -	\$ 952,500	\$ 1,875,600	\$ 1,913,112	\$ 1,951,374	\$ 1,990,402	\$ 2,030,210	\$ 2,070,814	\$ 2,112,230	\$ 2,154,475	\$ 2,197,564	\$ 2,241,516	\$ 2,286,346	\$ 2,332,073	\$ 2,378,714	
Incremental Difference (New TV - Base TV)	\$ -	\$ 797,500	\$ 1,595,600	\$ 1,628,112	\$ 1,661,274	\$ 1,695,100	\$ 1,729,602	\$ 1,764,794	\$ 1,800,690	\$ 2,001,212	\$ 2,044,301	\$ 2,088,253	\$ 2,133,083	\$ 2,178,810	\$ 2,225,451	
<b>Local Capture</b>																
Millage Rate																
County Operating	5.5069	\$ -	\$ 1,805	\$ 3,613	\$ 3,689	\$ 3,766	\$ 3,845	\$ 3,925	\$ 4,007	\$ 4,090	\$ 5,078	\$ 5,196	\$ 5,317	\$ 5,440	\$ 7,903	\$ 9,470
County Museum	0.3110	\$ -	\$ 102	\$ 204	\$ 208	\$ 213	\$ 217	\$ 222	\$ 226	\$ 231	\$ 287	\$ 293	\$ 300	\$ 307	\$ 678	\$ 692
County Veterans	0.0724	\$ -	\$ 24	\$ 48	\$ 48	\$ 50	\$ 51	\$ 52	\$ 53	\$ 54	\$ 67	\$ 68	\$ 70	\$ 72	\$ 158	\$ 161
Senior Cit Svc	0.4830	\$ -	\$ 158	\$ 317	\$ 324	\$ 330	\$ 337	\$ 344	\$ 351	\$ 359	\$ 445	\$ 456	\$ 466	\$ 477	\$ 1,052	\$ 1,075
Central Dispatch	0.2897	\$ -	\$ 95	\$ 190	\$ 194	\$ 198	\$ 202	\$ 206	\$ 211	\$ 215	\$ 267	\$ 273	\$ 280	\$ 286	\$ 416	\$ 498
Muskegon Community College	2.1295	\$ -	\$ 698	\$ 1,397	\$ 1,426	\$ 1,456	\$ 1,487	\$ 1,518	\$ 1,549	\$ 1,582	\$ 1,964	\$ 2,009	\$ 2,056	\$ 2,104	\$ 4,640	\$ 4,739
M.A.I.S.D	4.5939	\$ -	\$ 1,506	\$ 3,014	\$ 3,077	\$ 3,142	\$ 3,207	\$ 3,274	\$ 3,342	\$ 3,412	\$ 4,236	\$ 4,335	\$ 4,435	\$ 4,538	\$ 10,009	\$ 10,224
City Operating	9.4470	\$ -	\$ 3,096	\$ 6,199	\$ 6,328	\$ 6,460	\$ 6,595	\$ 6,733	\$ 6,873	\$ 7,016	\$ 8,711	\$ 8,914	\$ 9,121	\$ 9,333	\$ 13,558	\$ 16,246
City Sanitation	2.8174	\$ -	\$ 923	\$ 1,849	\$ 1,887	\$ 1,927	\$ 1,967	\$ 2,008	\$ 2,050	\$ 2,092	\$ 2,598	\$ 2,658	\$ 2,720	\$ 2,783	\$ 4,043	\$ 4,845
Hackley Library	2.2586	\$ -	\$ 740	\$ 1,482	\$ 1,513	\$ 1,545	\$ 1,577	\$ 1,610	\$ 1,643	\$ 1,677	\$ 2,083	\$ 2,131	\$ 2,181	\$ 2,231	\$ 4,921	\$ 5,026
MPS Sinking	0.9390	\$ -	\$ 308	\$ 616	\$ 629	\$ 642	\$ 656	\$ 669	\$ 683	\$ 697	\$ 866	\$ 886	\$ 907	\$ 928	\$ 2,046	\$ 2,090
<b>Local Total</b>	<b>28.8484</b>	<b>\$ -</b>	<b>\$ 9,456</b>	<b>\$ 18,929</b>	<b>\$ 19,324</b>	<b>\$ 19,728</b>	<b>\$ 20,140</b>	<b>\$ 20,560</b>	<b>\$ 20,989</b>	<b>\$ 21,426</b>	<b>\$ 26,600</b>	<b>\$ 27,221</b>	<b>\$ 27,853</b>	<b>\$ 28,499</b>	<b>\$ 49,423</b>	<b>\$ 55,067</b>
<b>Non-Capturable Millages</b>																
Millage Rate																
Comm College Debt	0.2000	\$ -	\$ 66	\$ 131	\$ 134	\$ 137	\$ 140	\$ 143	\$ 146	\$ 149	\$ 193	\$ 197	\$ 202	\$ 207	\$ 297	\$ 354
Hackley Debt	0.2500	\$ -	\$ 82	\$ 164	\$ 168	\$ 172	\$ 176	\$ 179	\$ 183	\$ 187	\$ 298	\$ 306	\$ 314	\$ 322	\$ 437	\$ 511
MPS Debt 2020	0.6500	\$ -	\$ 213	\$ 430	\$ 443	\$ 456	\$ 469	\$ 483	\$ 496	\$ 510	\$ 1,648	\$ 1,701	\$ 1,756	\$ 1,813	\$ 2,146	\$ 2,374
MPS Debt 2021	6.8500	\$ -	\$ 2,245	\$ 4,495	\$ 4,590	\$ 4,686	\$ 4,785	\$ 4,885	\$ 4,988	\$ 5,092	\$ 6,502	\$ 6,657	\$ 6,814	\$ 6,975	\$ 10,046	\$ 12,003
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>\$ -</b>	<b>\$ 2,606</b>	<b>\$ 5,212</b>	<b>\$ 5,316</b>	<b>\$ 5,422</b>	<b>\$ 5,531</b>	<b>\$ 5,641</b>	<b>\$ 5,754</b>	<b>\$ 5,869</b>	<b>\$ 5,986</b>	<b>\$ 6,106</b>	<b>\$ 6,228</b>	<b>\$ 6,353</b>	<b>\$ 9,854</b>	<b>\$ 12,061</b>
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ -</b>	<b>\$ 9,456</b>	<b>\$ 18,929</b>	<b>\$ 19,324</b>	<b>\$ 19,728</b>	<b>\$ 20,140</b>	<b>\$ 20,560</b>	<b>\$ 20,989</b>	<b>\$ 21,426</b>	<b>\$ 26,600</b>	<b>\$ 27,221</b>	<b>\$ 27,853</b>	<b>\$ 28,499</b>	<b>\$ 49,423</b>	<b>\$ 55,067</b>	

NOTES:  
TOTAL Capture

**Table 2 – Total Captured Incremental Taxes Schedule**

Total Summary

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Estimated Taxable Value (TV) Increase Rate:

Plan Year	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Calendar Year	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
*Base Taxable Value	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ 153,263	\$ -
Future Taxable Value	\$ 2,426,289	\$ 2,474,814	\$ 2,524,311	\$ 2,574,797	\$ 2,626,293	\$ 2,678,819	\$ 2,732,395	\$ 2,787,043	\$ 2,842,784	\$ 2,899,639	\$ 2,957,632	\$ 3,016,785	\$ -
Incremental Difference (New TV - Base TV)	\$ 2,273,026	\$ 2,321,551	\$ 2,371,048	\$ 2,421,534	\$ 2,473,030	\$ 2,525,556	\$ 2,579,132	\$ 2,633,780	\$ 2,689,521	\$ 2,746,376	\$ 2,804,369	\$ 2,863,522	\$ -

Local Capture	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
County Operating	5.5069	\$ 11,097	\$ 12,785	\$ 13,057	\$ 13,335	\$ 13,619	\$ 13,908	\$ 14,203	\$ 14,504	\$ 14,811	\$ 15,124	\$ 15,443	\$ 15,769	\$ 234,799
County Museum	0.3110	\$ 707	\$ 722	\$ 737	\$ 753	\$ 769	\$ 785	\$ 802	\$ 819	\$ 836	\$ 854	\$ 872	\$ 891	\$ 13,729
County Veterans	0.0724	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 183	\$ 187	\$ 191	\$ 195	\$ 199	\$ 203	\$ 207	\$ 3,196
Senior Cit Svc	0.4830	\$ 1,098	\$ 1,121	\$ 1,145	\$ 1,170	\$ 1,194	\$ 1,220	\$ 1,246	\$ 1,272	\$ 1,299	\$ 1,326	\$ 1,355	\$ 1,383	\$ 21,322
Central Dispatch	0.2897	\$ 584	\$ 673	\$ 687	\$ 702	\$ 716	\$ 732	\$ 747	\$ 763	\$ 779	\$ 796	\$ 812	\$ 830	\$ 12,352
Muskegon Community College	2.1295	\$ 4,840	\$ 4,944	\$ 5,049	\$ 5,157	\$ 5,266	\$ 5,378	\$ 5,492	\$ 5,609	\$ 5,727	\$ 5,848	\$ 5,972	\$ 6,098	\$ 94,006
M.A.I.S.D	4.5939	\$ 10,442	\$ 10,665	\$ 10,892	\$ 11,124	\$ 11,361	\$ 11,602	\$ 11,848	\$ 12,099	\$ 12,355	\$ 12,617	\$ 12,883	\$ 13,155	\$ 202,795
City Operating	9.4470	\$ 19,037	\$ 21,932	\$ 22,399	\$ 22,876	\$ 23,363	\$ 23,859	\$ 24,365	\$ 24,881	\$ 25,408	\$ 25,945	\$ 26,493	\$ 27,052	\$ 402,793
City Sanitation	2.8174	\$ 5,677	\$ 6,541	\$ 6,680	\$ 6,822	\$ 6,968	\$ 7,116	\$ 7,266	\$ 7,420	\$ 7,577	\$ 7,738	\$ 7,901	\$ 8,068	\$ 120,126
Hackley Library	2.2586	\$ 5,134	\$ 5,243	\$ 5,355	\$ 5,469	\$ 5,586	\$ 5,704	\$ 5,825	\$ 5,949	\$ 6,075	\$ 6,203	\$ 6,334	\$ 6,468	\$ 99,705
MPS Sinking	0.9390	\$ 2,134	\$ 2,180	\$ 2,226	\$ 2,274	\$ 2,322	\$ 2,371	\$ 2,422	\$ 2,473	\$ 2,525	\$ 2,579	\$ 2,633	\$ 2,689	\$ 41,452
<b>Local Total</b>	<b>28.8484</b>	<b>\$ 60,915</b>	<b>\$ 66,973</b>	<b>\$ 68,401</b>	<b>\$ 69,857</b>	<b>\$ 71,343</b>	<b>\$ 72,858</b>	<b>\$ 74,404</b>	<b>\$ 75,980</b>	<b>\$ 77,588</b>	<b>\$ 79,229</b>	<b>\$ 80,902</b>	<b>\$ 82,608</b>	<b>\$ 1,246,274</b>

Non-Capturable Millages	Millage Rate	15	16	17	18	19	20	21	22	23	24	25	26	Totals
Comm College Debt	0.2000	\$ 414	\$ 475	\$ 485	\$ 496	\$ 507	\$ 517	\$ 529	\$ 540	\$ 552	\$ 563	\$ 575	\$ 588	\$ 8,735
Hackley Debt	0.2500	\$ 588	\$ 667	\$ 683	\$ 698	\$ 714	\$ 730	\$ 747	\$ 764	\$ 781	\$ 799	\$ 817	\$ 835	\$ 12,323
MPS Debt 2020	0.6500	\$ 2,610	\$ 2,854	\$ 2,932	\$ 3,012	\$ 3,093	\$ 3,176	\$ 3,261	\$ 3,347	\$ 3,435	\$ 3,524	\$ 3,616	\$ 3,709	\$ 53,509
MPS Debt 2021	6.8500	\$ 14,034	\$ 16,141	\$ 16,489	\$ 16,843	\$ 17,204	\$ 17,572	\$ 17,948	\$ 18,331	\$ 18,722	\$ 19,121	\$ 19,528	\$ 19,943	\$ 296,641
<b>Non-Capturable Total</b>	<b>7.9500</b>	<b>\$ 14,353</b>	<b>\$ 16,731</b>	<b>\$ 17,066</b>	<b>\$ 17,407</b>	<b>\$ 17,755</b>	<b>\$ 18,111</b>	<b>\$ 18,473</b>	<b>\$ 18,842</b>	<b>\$ 19,219</b>	<b>\$ 19,603</b>	<b>\$ 19,995</b>	<b>\$ 20,395</b>	<b>\$ 305,890</b>

<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	\$ 60,915	\$ 66,973	\$ 68,401	\$ 69,857	\$ 71,343	\$ 72,858	\$ 74,404	\$ 75,980	\$ 77,588	\$ 79,229	\$ 80,902	\$ 82,608	\$ 1,246,274
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NOTES:  
TOTAL Capture

**Table 3 – Estimated Reimbursement Schedule**  
 Act 381 Brownfield Plan  
 1937 Lakeshore Drive, Muskegon

Developer Maximum Reimbursement	Proportionality	Local Taxes	Total
Local	100.0%	\$ 823,500	\$ 823,500
<b>TOTAL</b>			
Local	100.0%	\$ 823,500	\$ 823,500

Estimated Total  
 Years of Plan: 26

Estimated Capture	\$ 823,500
Administrative Fees	\$ 62,314
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ 360,460

	0	1	2	3	4	5	6	7	8	9	10	11	12
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total Local Incremental Revenue	\$ -	\$ 9,456	\$ 18,929	\$ 19,324	\$ 19,728	\$ 20,140	\$ 20,560	\$ 20,989	\$ 21,426	\$ 26,600	\$ 27,221	\$ 27,853	\$ 28,499
BRA Administrative Fee (5%)	\$ -	\$ 473	\$ 946	\$ 966	\$ 986	\$ 1,007	\$ 1,028	\$ 1,049	\$ 1,071	\$ 1,330	\$ 1,361	\$ 1,393	\$ 1,425
Local TIR Available for Reimbursement	\$ -	\$ 8,983	\$ 17,982	\$ 18,358	\$ 18,742	\$ 19,133	\$ 19,532	\$ 19,939	\$ 20,355	\$ 25,270	\$ 25,860	\$ 26,461	\$ 27,074
<b>Total Local TIR Available</b>	\$ -	\$ 8,983	\$ 17,982	\$ 18,358	\$ 18,742	\$ 19,133	\$ 19,532	\$ 19,939	\$ 20,355	\$ 25,270	\$ 25,860	\$ 26,461	\$ 27,074

DEVELOPER	Beginning Balance	0	1	2	3	4	5	6	7	8	9	10	11	12
Reimbursement Balance	\$ 823,500	\$ 823,500	\$ 814,517	\$ 796,535	\$ 778,177	\$ 759,435	\$ 740,302	\$ 720,770	\$ 700,830	\$ 680,476	\$ 655,206	\$ 629,346	\$ 602,885	\$ 575,811

Local Only Eligible Costs	\$ 823,500	\$ 823,500	\$ 823,500	\$ 814,517	\$ 796,535	\$ 778,177	\$ 759,435	\$ 740,302	\$ 720,770	\$ 700,830	\$ 680,476	\$ 655,206	\$ 629,346	\$ 602,885
Local Tax Reimbursement	\$ 823,500	\$ -	\$ 8,983	\$ 17,982	\$ 18,358	\$ 18,742	\$ 19,133	\$ 19,532	\$ 19,939	\$ 20,355	\$ 25,270	\$ 25,860	\$ 26,461	\$ 27,074
<b>Total Local-Only Reimbursement Balance</b>	\$ 823,500	\$ 814,517	\$ 796,535	\$ 778,177	\$ 759,435	\$ 740,302	\$ 720,770	\$ 700,830	\$ 680,476	\$ 655,206	\$ 629,346	\$ 602,885	\$ 575,811	

<b>Total Annual Developer Reimbursement</b>	\$ -	\$ 8,983	\$ 17,982	\$ 18,358	\$ 18,742	\$ 19,133	\$ 19,532	\$ 19,939	\$ 20,355	\$ 25,270	\$ 25,860	\$ 26,461	\$ 27,074
---	------	----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

**LOCAL BROWNFIELD REVOLVING FUND**

<b>LBRF Deposits *</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total LBRF Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

**Table 3 – Estimated Reimbursement Schedule**

Act 381 Brownfield Plan

1937 Lakeshore Drive, Muskegon

Developer Maximum Reimbursement
Local
<b>TOTAL</b>
Local

	13	14	15	16	17	18	19	20	21	22	23	24	25	26	TOTAL
	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
Total Local Incremental Revenue	\$ 49,423	\$ 55,067	\$ 60,915	\$ 66,973	\$ 68,401	\$ 69,857	\$ 71,343	\$ 72,858	\$ 74,404	\$ 75,980	\$ 77,588	\$ 79,229	\$ 80,902	\$ 82,608	\$ 1,246,274
BRA Administrative Fee (5%)	\$ 2,471	\$ 2,753	\$ 3,046	\$ 3,349	\$ 3,420	\$ 3,493	\$ 3,567	\$ 3,643	\$ 3,720	\$ 3,799	\$ 3,879	\$ 3,961	\$ 4,045	\$ 4,130	\$ 62,314
<b>Local TIR Available for Reimbursement</b>	<b>\$ 46,952</b>	<b>\$ 52,314</b>	<b>\$ 57,869</b>	<b>\$ 63,624</b>	<b>\$ 64,981</b>	<b>\$ 66,365</b>	<b>\$ 67,776</b>	<b>\$ 69,215</b>	<b>\$ 70,684</b>	<b>\$ 72,181</b>	<b>\$ 73,709</b>	<b>\$ 75,267</b>	<b>\$ 76,856</b>	<b>\$ 78,478</b>	<b>\$ 1,183,960</b>
<b>Total Local TIR Available</b>	<b>\$ 46,952</b>	<b>\$ 52,314</b>	<b>\$ 57,869</b>	<b>\$ 63,624</b>	<b>\$ 64,981</b>	<b>\$ 66,365</b>	<b>\$ 67,776</b>	<b>\$ 69,215</b>	<b>\$ 70,684</b>	<b>\$ 72,181</b>	<b>\$ 73,709</b>	<b>\$ 75,267</b>	<b>\$ 76,856</b>	<b>\$ 78,478</b>	<b>\$ 1,183,960</b>
<b>DEVELOPER</b>															
Reimbursement Balance	\$ 528,859	\$ 476,545	\$ 418,676	\$ 355,052	\$ 290,071	\$ 223,706	\$ 155,931	\$ 86,715	\$ 16,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DEVELOPER</b>															
Local Only Eligible Costs	\$ 575,811	\$ 528,859	\$ 476,545	\$ 418,676	\$ 355,052	\$ 290,071	\$ 223,706	\$ 155,931	\$ 86,715	\$ 16,032	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 46,952	\$ 52,314	\$ 57,869	\$ 63,624	\$ 64,981	\$ 66,365	\$ 67,776	\$ 69,215	\$ 70,684	\$ 72,181	\$ 73,709	\$ 75,267	\$ 76,856	\$ 78,478	\$ 823,500
<b>Total Local-Only Reimbursement Balance</b>	<b>\$ 528,859</b>	<b>\$ 476,545</b>	<b>\$ 418,676</b>	<b>\$ 355,052</b>	<b>\$ 290,071</b>	<b>\$ 223,706</b>	<b>\$ 155,931</b>	<b>\$ 86,715</b>	<b>\$ 16,032</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 823,500</b>
<b>Total Annual Developer Reimbursement</b>	<b>\$ 46,952</b>	<b>\$ 52,314</b>	<b>\$ 57,869</b>	<b>\$ 63,624</b>	<b>\$ 64,981</b>	<b>\$ 66,365</b>	<b>\$ 67,776</b>	<b>\$ 69,215</b>	<b>\$ 70,684</b>	<b>\$ 72,181</b>	<b>\$ 73,709</b>	<b>\$ 75,267</b>	<b>\$ 76,856</b>	<b>\$ 78,478</b>	<b>\$ 823,500</b>
<b>LOCAL BROWNFIELD REVOLVING FUND</b>															
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,150	\$ 129,859	\$ 205,126	\$ 281,982
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,150	\$ 73,709	\$ 75,267	\$ 76,856	\$ 78,478	\$ 360,460
<b>Total LBRF Capture</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,150</b>	<b>\$ 73,709</b>	<b>\$ 75,267</b>	<b>\$ 76,856</b>	<b>\$ 78,478</b>	<b>\$ 360,460</b>

\* Up to five years of capture for LBRF Deposits af

# Appendix

# 1

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Brownfield Plan Resolution(s) and Notices Pending

# Appendix

# 2

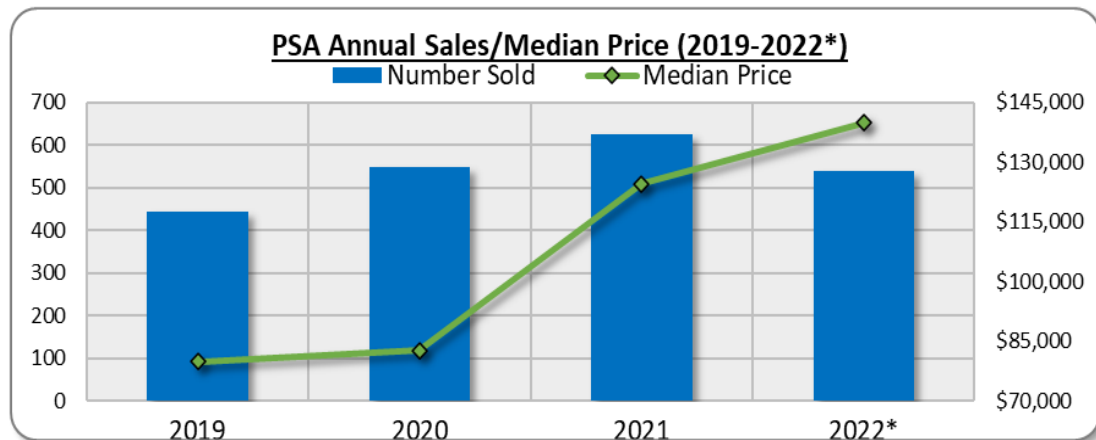
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Development and Reimbursement Agreement Pending

# Appendix

# 3

200% in the number of seasonal/recreational properties between 2010 and 2020. While vacation rentals and seasonal/recreational housing are an important component of the local economy, this portion of the housing market should be closely monitored to ensure sufficient permanent housing is available for current and potential future residents.

**Home sales activity in the PSA appears to have slowed in 2022 after two years of increases, while the median sale price increased in each of the past three years and increased by 75% since 2019** – Home sales within the PSA (Muskegon) increased each full year between 2019 and 2021, reaching its peak of 627 homes sold in 2021. Based on sales activity from January 2022 to November 2022, it appears that homes are selling at a slower rate in the PSA compared with past years. Note that the median sale price increased by 75% between 2019 and 2022, primarily impacted by the 50.8% increase between 2020 and 2021. Given the rapid increases in median sale prices, many households, particularly lower-income households, are likely finding homebuying a greater challenge in recent years.



\*Through November

**Overall, there is a relatively limited amount of for-sale housing available for purchase in the PSA, and while a notable portion of available housing is affordable to lower-income households, these homes are generally over 70 years old and likely have additional costs associated with repairs or improvements that many households cannot afford.** Based on information provided by the Multiple Listing Service and the Muskegon County Equalization Department, we identified 84 housing units within the PSA (Muskegon) and 219 housing units within the SSA (Balance of County) that were listed as *available* for purchase as of November 2022. Overall, the 84 homes listed as available for purchase represent less than two months (1.9 months) of supply. Typically, healthy and well-balanced markets have an available supply that should take about four to six months to absorb (if no other units are added to the market). The PSA's less than two months of inventory is considered low and indicates limited available supply. Additionally, the 84 homes available for sale in the city of Muskegon represent 1.2% of the 5,246 owner-occupied units in the city. Typically, in healthy, well-balanced markets, approximately 2% to 3% of the for-sale housing stock should be available for

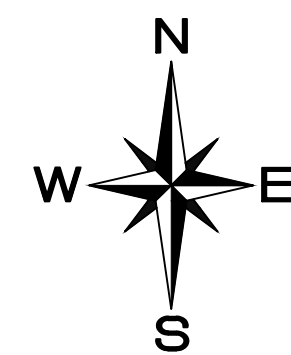
Housing Gap Estimates

**The PSA has an overall housing gap of 2,924 units for rental and for-sale product at a variety of affordability levels** - It is projected that the city has a five-year **rental** housing gap of 1,611 units and a **for-sale** housing gap of 1,313 units. While there are housing gaps among all affordability levels of both rental and for-sale product, the rental housing gap is distributed most heavily among the lower priced product (rents of \$1,430 or less) and the for-sale housing gap is primarily for product priced at \$190,668 or higher. Details of this analysis, including our methodology and assumptions, are included in Section VIII.

The following table summarizes the approximate potential number of new residential units that could be supported in the PSA (Muskegon) over the next five years.

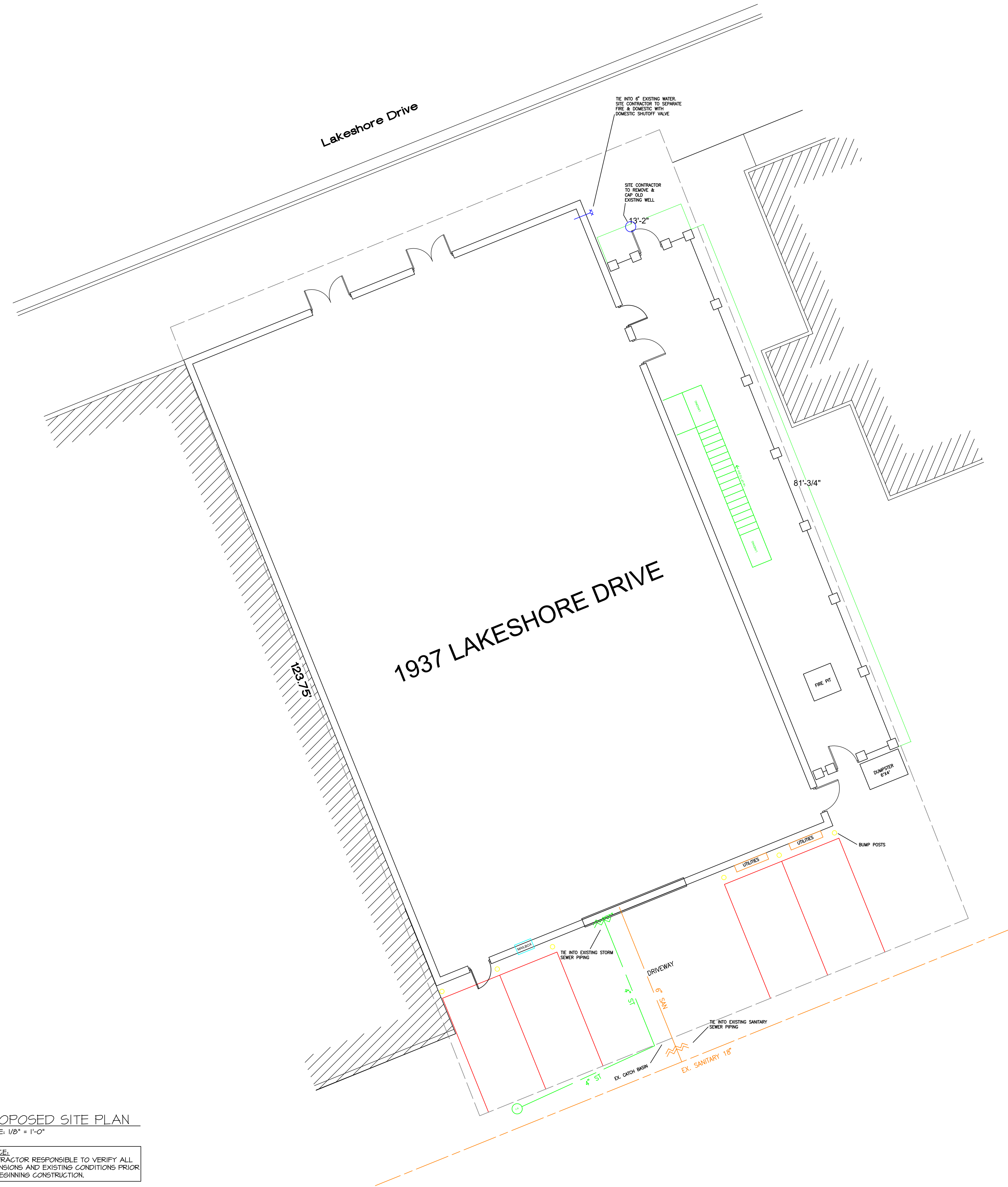
PSA (Muskegon) Housing Gap Estimates (2022 to 2027) – Number of Units Needed		
	Housing Segment	Number of Units
Rentals	Extremely Low-Income Rental Housing (<\$536/Month Rent)	385
	Very Low-Income Rental Housing (\$537-\$894/Month Rent)	321
	Low-Income Rental Housing (\$895-\$1,430/Month Rent)	<b>403</b>
	Moderate-Income Rental Housing (\$1,431-\$2,145/Month Rent)	295
	High-Income Market-Rate Rental Housing (\$2,146+/Month Rent)	207
	<b>TOTAL UNITS</b>	<b>1,611</b>
For-Sale	Entry-Level For-Sale Homes (<\$71,500 Price Point)	238
	Very Low-Income For-Sale Homes (\$71,501-\$119,167)	176
	Low-Income For-Sale Homes (\$119,168-\$190,667 Price Point)	164
	Moderate-Income For-Sale Homes (\$190,668-\$286,000 Price Point)	<b>413</b>
	High-Income Upscale For-Sale Housing (\$286,001+ Price Point)	322
	<b>TOTAL UNITS</b>	<b>1,313</b>

The preceding estimates are based on current government policies and incentives, recent and projected demographic trends, current and anticipated economic trends, and available and planned residential units. Numerous factors impact a market’s ability to support new housing product. This is particularly true of individual housing projects or units. Certain design elements, pricing structures, target market segments (e.g., seniors, workforce, families, etc.), product quality and location all influence the actual number of units that can be supported. Demand estimates could exceed those shown in the preceding table if the community changes policies or offers incentives to encourage people to move into the market or for developers to develop new housing product.

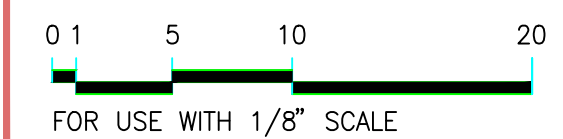


**PROPOSED SITE PLAN**  
SCALE: 1/8" = 1'-0"

**NOTICE:**  
CONTRACTOR RESPONSIBLE TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.



- LEGEND**
- SANITARY LINE
  - STORM SEWER
  - PROPERTY LINE
  - BUILDING PERIMETER



**KEYNOTES**

Description	Rev.	Date	By

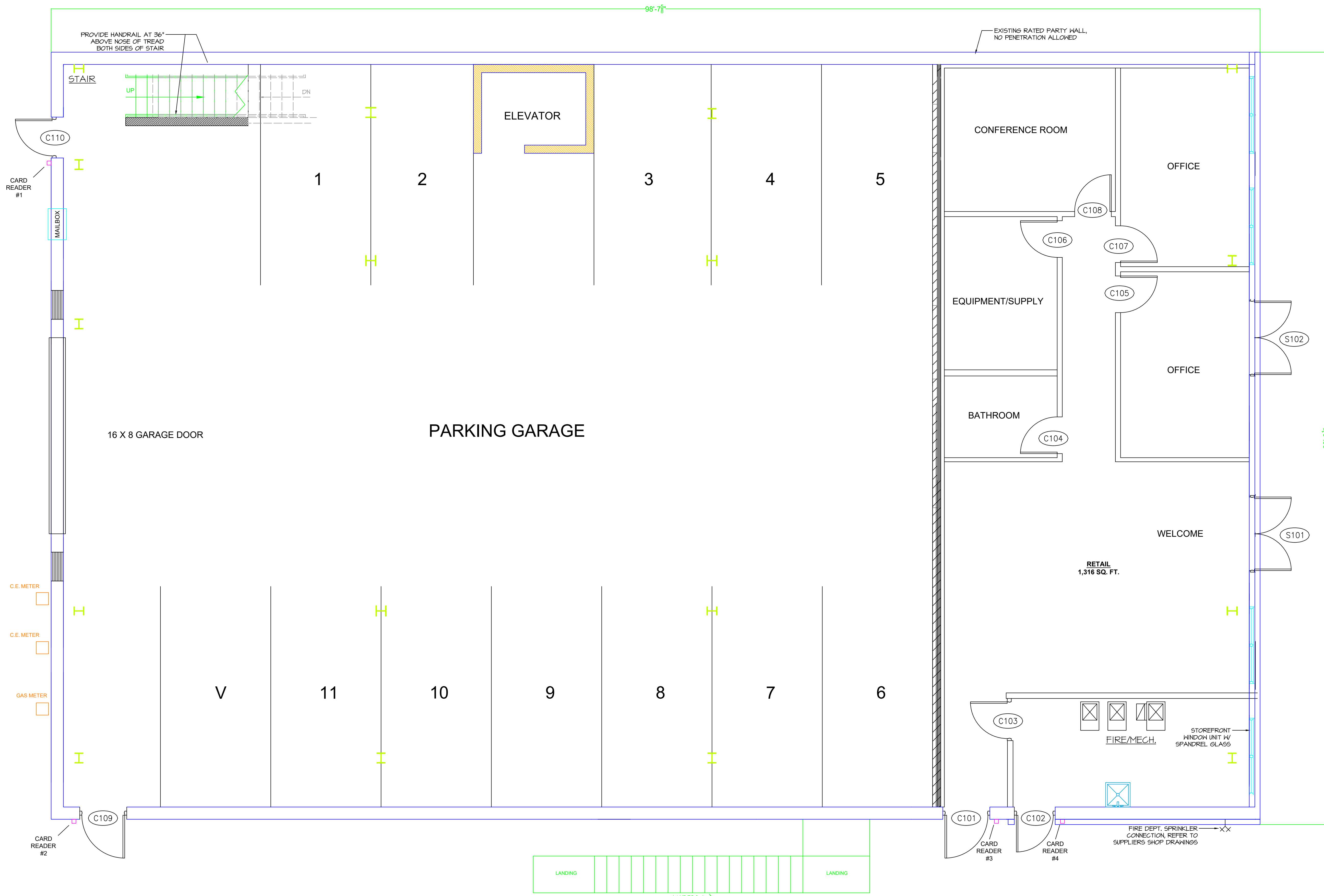
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Rev. By: \_\_\_\_\_  
Rev. Date: 4/15/20

**HARBOR THEATER CONDOMINIUMS & RETAIL**  
1937 LAKESHORE DR.  
MUSKEGON, MI 49441

**PROPOSED SITE PLAN**

**Randers**  
ENGINEERS & CONSTRUCTORS, INC.  
Design Development Construction  
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Date	By
Job	
12513	
File Name	
12513SD01	
Sheet	
SD-1	



**KEYNOTES**

- 1 ALL INTERIOR WALLS IN RETAIL SPACE ARE 2x4 WD STUDS
- 2 WRAP COLUMNS IN WOOD AND DRYWALL IN COMMERCIAL SPACE

Rev.	Date	Description

Drawn	Checked	Scale	Date	Rev. By	Rev. Date
		1/4" = 1'-0"			4/15/25

**HARBOR THEATER CONDOMINIUMS & RETAIL**  
 1937 LAKESHORE DR.  
 MUSKEGON, MI 49441  
**1ST FLOOR PLAN**



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Job <b>12513</b>	
File Name <b>12513A01</b>	
Sheet <b>A-1</b>	

**1ST FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

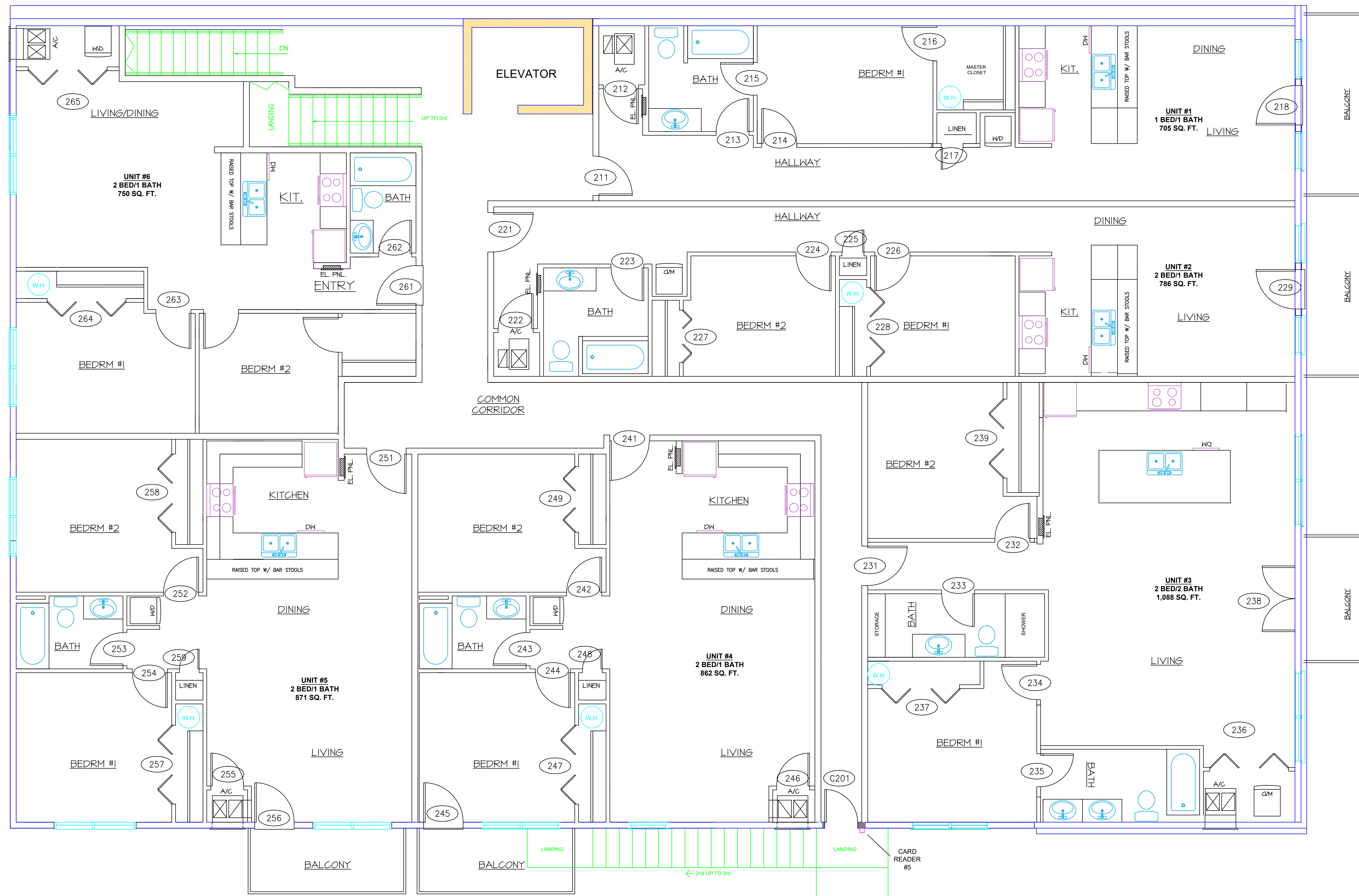
**NOTICE:**  
 CONTRACTOR RESPONSIBLE TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.

**PLAN LEGEND:**

	NEW 2x4 STUD WALL
	NEW 8" CMU WALL

**KEYNOTES**

1 KEY CARD LOCATIONS BY OUTSIDE DOORS IN MAGENTA



**2ND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"


NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS PRIOR  
TO BEGINNING CONSTRUCTION.

**PLAN LEGEND:**

NEK WD, STUD WALL

Rev.	Date	Description

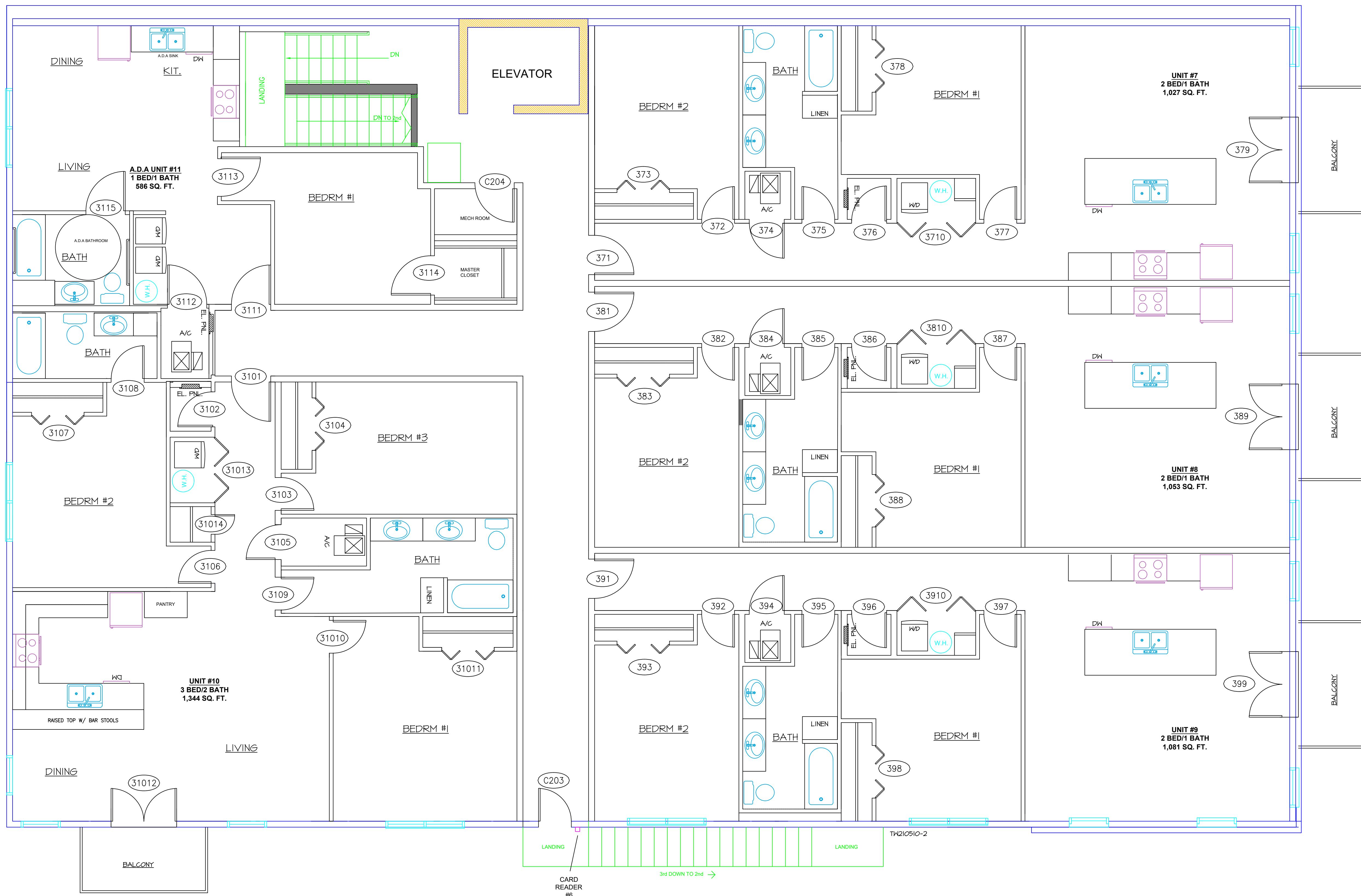
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MUSKEGON, MI 49441  
**2ND FLOOR PLAN**

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<b>OWNER APPROVAL</b>	
Date	By
Job	12513
File Name	12513A02
Sheet	A-2

**KEYNOTES**

1 KEY CARD LOCATIONS BY OUTSIDE DOORS IN MAGENTA




**3RD FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

PLAN LEGEND:  
— NEIGH. STUD. WALL

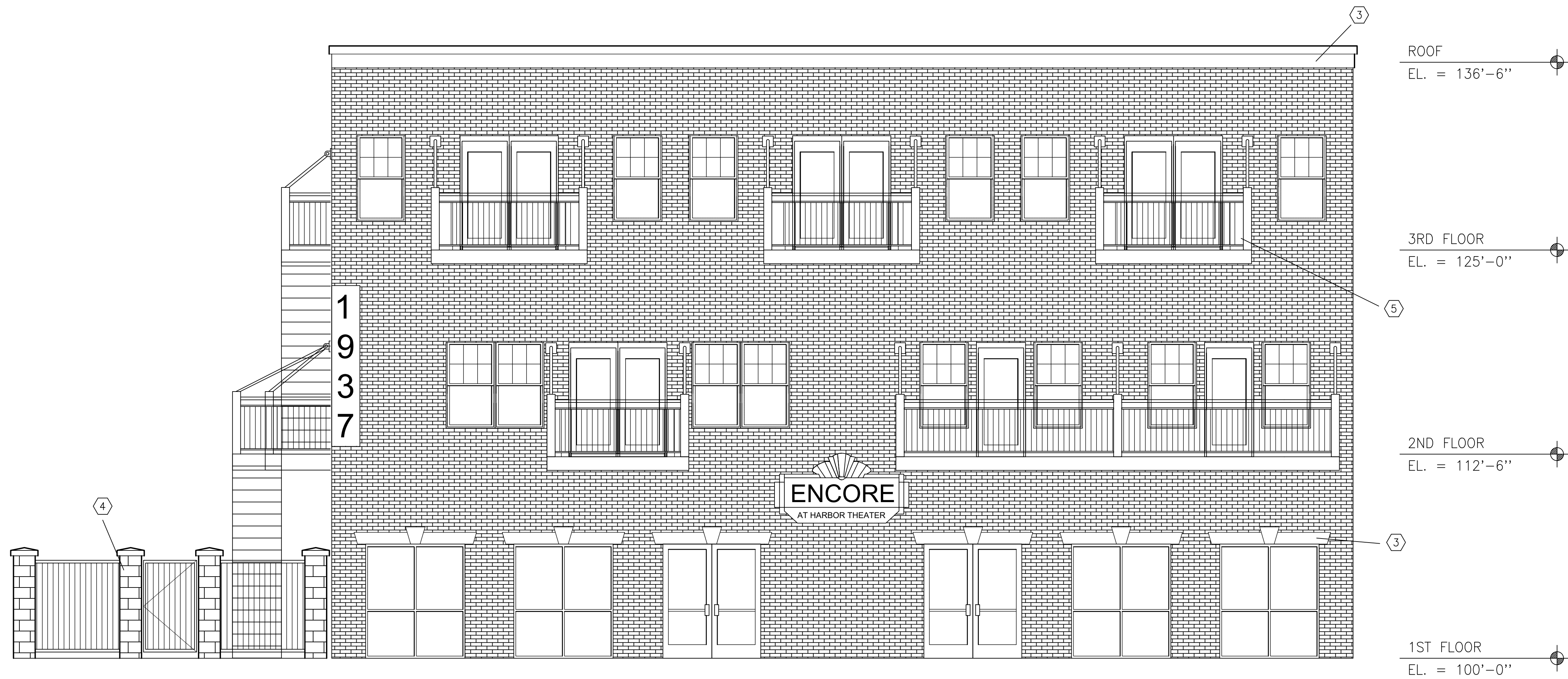
NOTICE:  
CONTRACTOR RESPONSIBLE TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.

Rev.	Description	Date	By

HARBOR THEATER CONDOMINIUMS & RETAIL  
1937 LAKESHORE DR.  
MUSKEGON, MI 49441  
3RD FLOOR PLAN

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Date	
By	
Job	12513
File Name	12513A03
Sheet	A-3



PROPOSED FRONT ELEVATION AS VIEWED FROM LAKESHORE DRIVE  
 SCALE: 1/4" = 1'-0"

**KEYNOTES**

- ① BRICK STANDARD TYPE & COLOR TO BE CONFIRMED
- ② VINYL SIDING TYPE & COLOR TO BE CONFIRMED
- ③ KEYSTONE STONE HEADER ABOVE WINDOWS & DOORS AT 1ST FLOOR ALONG WITH TOP PARAPET STONE BAND. TYPE & COLOR TO BE CONFIRMED
- ④ SMOOTH BLOCK TYPE & COLOR TO BE CONFIRMED
- ⑤ MANUFACTURED METAL BALCONIES TO BE FURNISHED & INSTALLED BY SUPPLIER

Rev.	Date	Description

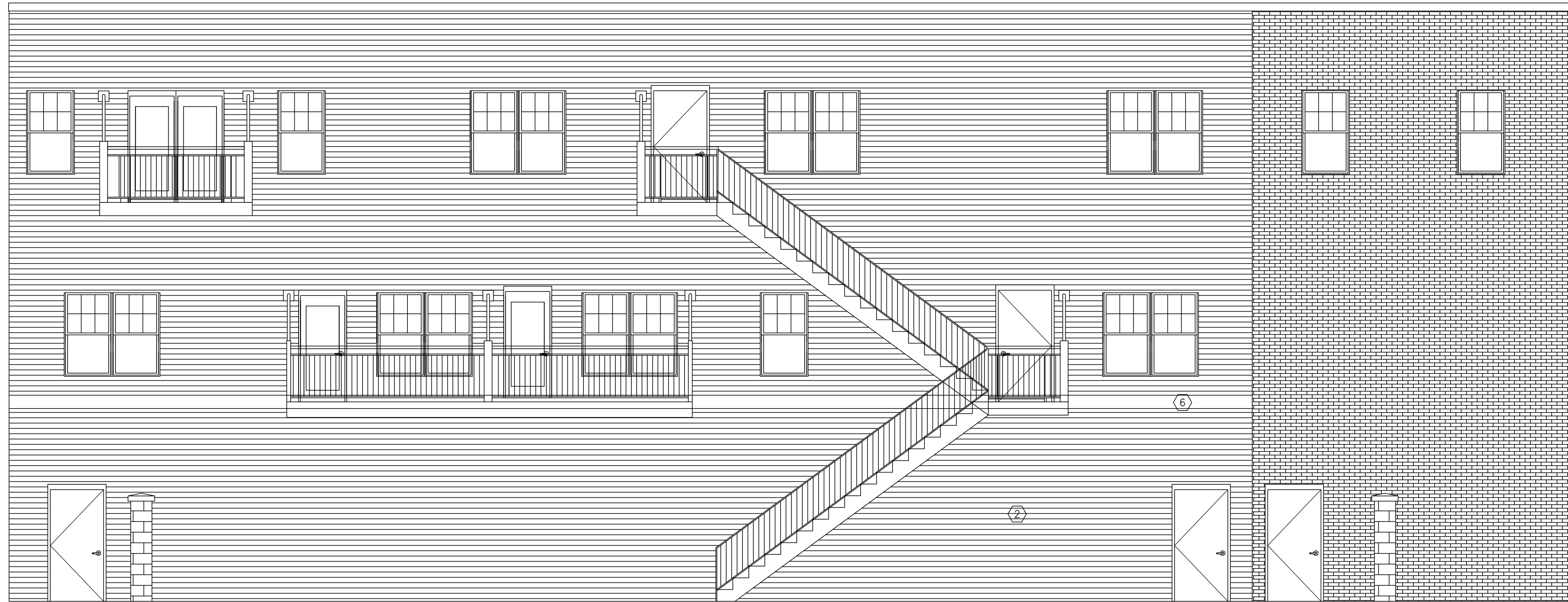
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**HARBOR THEATER CONDOMINIUMS & RETAIL**  
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**PROPOSED ELEVATION PLAN**

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Job	12513
File Name	12513A05
Sheet	A-5



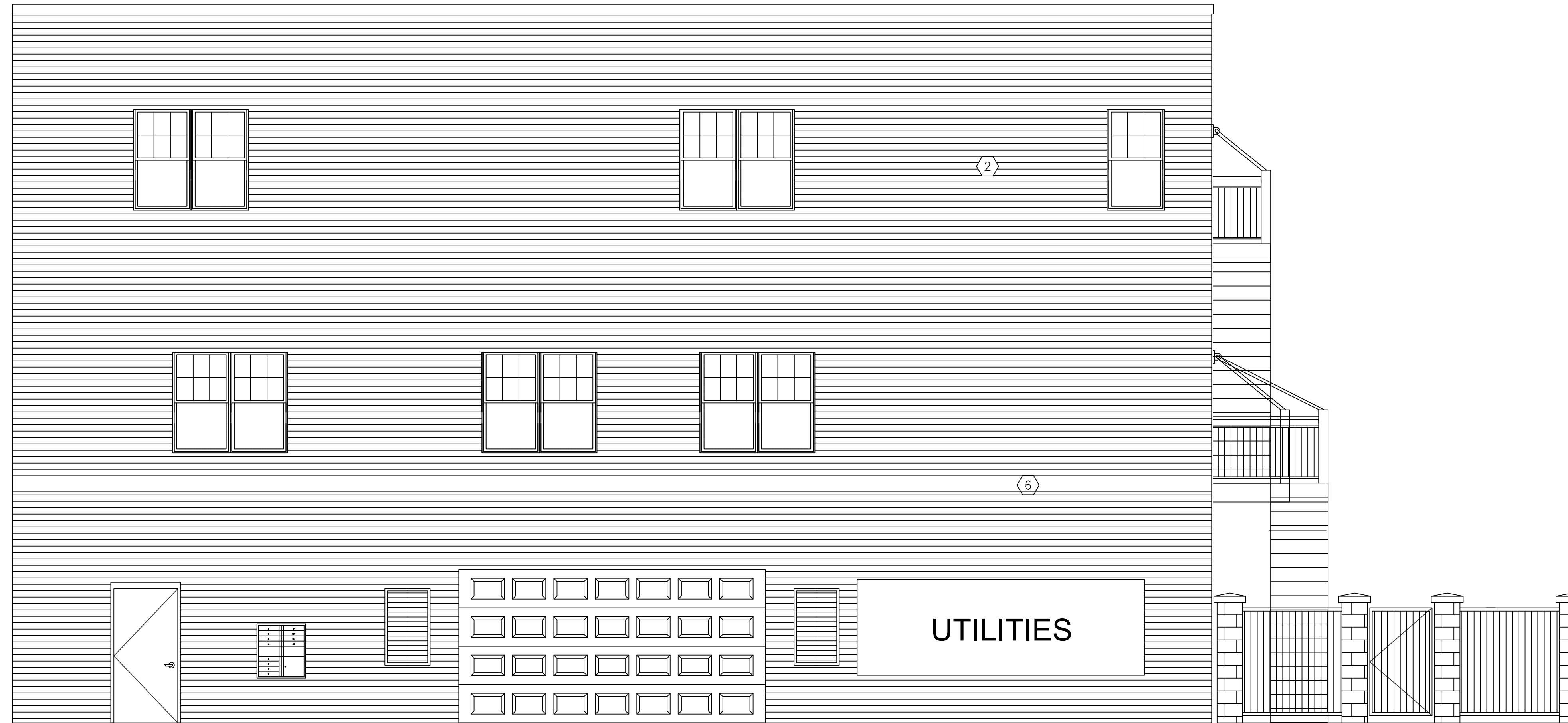
PROPOSED SIDE ELEVATION AS VIEWED FROM COURTYARD  
SCALE: 1/4" = 1'-0"

ROOF  
EL. = 136'-6"

3RD FLOOR  
EL. = 125'-0"

2ND FLOOR  
EL. = 112'-6"

1ST FLOOR  
EL. = 100'-0"



PROPOSED REAR ELEVATION AS VIEWED FROM ALLEY  
SCALE: 1/4" = 1'-0"

ROOF  
EL. = 136'-6"

3RD FLOOR  
EL. = 125'-0"

2ND FLOOR  
EL. = 112'-6"

1ST FLOOR  
EL. = 100'-0"

**KEYNOTES**


- 1 BRICK STANDARD TYPE & COLOR TO BE CONFIRMED
- 2 VINYL SIDING TYPE & COLOR TO BE CONFIRMED
- 3 KEYSTONE STONE HEADER ABOVE WINDOWS & DOORS AT 1ST FLOOR ALONG WITH TOP PARAPET STONE BAND. TYPE & COLOR TO BE CONFIRMED
- 4 SMOOTH BLOCK TYPE & COLOR TO BE CONFIRMED
- 5 MANUFACTURED METAL BALCONIES TO BE FURNISHED & INSTALLED BY SUPPLIER
- 6 BANDBOARD TYPE & COLOR TO BE CONFIRMED

Rev.	Date	Description

Drawn \_\_\_\_\_  
Checked \_\_\_\_\_  
Scale 1/4" = 1'-0"  
Date \_\_\_\_\_  
Rev. By \_\_\_\_\_  
Rev. Date 3/12/25

HARBOR THEATER CONDOMINIUMS & RETAIL  
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MUSKEGON, MI 49441

PROPOSED ELEVATION PLAN

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Date \_\_\_\_\_  
By \_\_\_\_\_  
Job 12513  
File Name 12513A06  
Sheet A-6



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Approval of Minutes															
<b>Submitted by:</b> Ann Meisch, City Clerk	<b>Department:</b> City Clerk															
<b>Brief Summary:</b> To approve minutes of the April 13th Worksession Meeting and the April 14th Commission Meeting.																
<b>Detailed Summary &amp; Background:</b>																
<b><u>Goal/Action Item:</u></b>																
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>																
<b>Amount Requested:</b>	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<b>Fund(s) or Account(s):</b>	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<b>Recommended Motion:</b> Approval of the minutes.																
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Communication</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Legal Review</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Communication	<input type="checkbox"/>		Legal Review	<input type="checkbox"/>		<b><u>Name the Policy/Ordinance Followed:</u></b>
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# CITY OF MUSKEGON

## CITY COMMISSION WORKSESSION

**April 13, 2026 @ 5:30 PM**  
**MUSKEGON CITY COMMISSION CHAMBERS**  
**933 TERRACE STREET, MUSKEGON, MI 49440**

### MINUTES

The City Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, April 13, 2026.

Present: Mayor Ken Johnson, Vice Mayor Destinee Keener, Commissioners Katrina Kochin, Rebecca St.Clair, Jay Kilgo, Willie German, Jr., and Kiley Jackson, City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch

#### **2026-24 NEW BUSINESS**

##### **A. Muskegon Violence Prevention Update** Public Safety

Public Safety Director Tim Kozal introduced Lauren Melfrum, Marquette and Yadira who presented the background and accomplishments of the Muskegon Violence Prevention program.

Muskegon Violence Prevention (MVP) is a youth-led violence prevention group made up of high school-age youth from Muskegon County. They serve as the Youth Advisory Board for the University of Michigan Youth Violence Prevention Center.

Our Vision: We imagine a community where everyone belongs and can be themselves without judgment or fear.

Our Mission: MVP centers youth voice in gun violence prevention with a focus on education and community building.

##### **B. CDBG/HOME Presentation** Community & Neighborhood Services

Community and Neighborhood Services Director Sharonda Carson gave a presentation on the CDBG and HOME funds for the creation of the 2026 Consolidated Plan.

Community and Neighborhood Services (CNS) is developing the 2026–2030 Regional Consolidated Plan in partnership with the City of Norton Shores and the City of Muskegon Heights. As entitlement communities, the three jurisdictions collaborate to prepare a shared Regional Consolidated Plan that

establishes housing, community development, and economic development priorities for the five-year planning period. The plan will guide the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds and will help ensure that federal resources are directed toward the highest priority needs identified across the region. As part of the planning process, the three communities are conducting a regional needs assessment and community survey to gather input on housing needs, neighborhood conditions, public services, and community development priorities. Outreach efforts have included consultation with municipal staff, local service providers, housing agencies, nonprofit organizations, and residents from each jurisdiction. Public input collected through surveys, meetings, and stakeholder discussions will be used to help establish regional goals, identify priority activities, and ensure that the 2026–2030 Regional Consolidated Plan reflects the most pressing needs of low- and moderate-income residents throughout Muskegon, Muskegon Heights, and Norton Shores.

**C. Municipal Climate Action Plan Update** Manager's Office

Director of Government Relations Pete Wills, in celebration of Earth Day 2026 (April 22nd), provided a brief progress update on the City's organizational—Climate Action Plan (CAP) adopted by the City Commission in June 2025. In April 2023, the City Commission declared its commitment to climate action initiatives and to combat the impact of climate change on our community. The City is committed to reducing the risks of climate change by implementing actions that save money, improve productivity, and lower greenhouse gas (GHG) emissions, specifically of City-owned assets and infrastructure. The objective is to reduce the GHG emissions from City-owned buildings, facilities, vehicles, waste and land through deliberative budget, policy, and administrative actions. Understanding which facilities are the highest contributors to the City's organizational GHG emissions can inform investments in energy efficiency, renewable energy, and operational improvements to maximize emissions reductions.

Adopted by the Commission in June 2025, the CAP serves as a roadmap for achieving net-zero GHG emissions from municipal operations by 2040. The Plan positions Muskegon to secure funding and adopt emerging solutions in sustainability. The CAP's content is organized into 5 focus areas, 18 objectives, and 97 actions. The CAP's Focus Areas include – Buildings and Facilities; Transportation; Waste; Land Use & Resilience; Implementation.

Staff continues to advance key priorities through strategic partnerships, external funding opportunities, energy performance contracting, and energy benchmarking programs.

**PUBLIC COMMENT**

Public comments received.

**2026-25 CLOSED SESSION**

**A. Attorney/Client Confidential Communication Manager's Office**

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

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

***MOTION PASSES***

**Motion by Commissioner German, second by Commissioner Kilgo, to come out of Closed Session.**

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

***MOTION PASSES***

**Motion by Commissioner Kilgo, second by Commissioner German, to authorize City Manager to retain a qualified Bankruptcy Attorney.**

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

***MOTION PASSES***

**ADJOURNMENT**

The City Commission meeting adjourned at 8:18 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

# CITY OF MUSKEGON

## CITY COMMISSION MEETING

**April 14, 2026 @ 5:30 PM**

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

### **MINUTES**

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 14, 2026. 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 Destinee Keener, Commissioners Rebecca St.Clair, Jay Kilgo, Willie German, Jr., Kiley Jackson, and Katrina Kochin, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and City Clerk Ann Marie Meisch

#### **2026-26 PUBLIC HEARINGS**

##### **A. Regional Consolidated Plan 2026-2030** Community & Neighborhood Services

Community and Neighborhood Services to host a public hearing for the Regional Consolidated Plan 2026-2030.

Community and Neighborhood Services (CNS) is developing the 2026–2030 Regional Consolidated Plan in partnership with the City of Norton Shores and the City of Muskegon Heights. As entitlement communities, the three jurisdictions collaborate to prepare a shared Regional Consolidated Plan that establishes housing, community development, and economic development priorities for the five-year planning period. The plan will guide the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds and will help ensure that federal resources are directed toward the highest priority needs identified across the region. As part of the planning process, the three communities are conducting a regional needs assessment and community survey to gather input on housing needs, neighborhood conditions, public services, and community development priorities. Outreach efforts have included consultation with municipal staff, local service providers, housing agencies, nonprofit

organizations, and residents from each jurisdiction. Public input collected through surveys, meetings, and stakeholder discussions will be used to help establish regional goals, identify priority activities, and ensure that the 2026–2030 Regional Consolidated Plan reflects the most pressing needs of low- and moderate-income residents throughout Muskegon, Muskegon Heights, and Norton Shores.

**STAFF RECOMMENDATION:** To conduct a public hearing.

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

**Motion by Vice Mayor Keener, second by Commissioner German, to close the public hearing.**

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

**Nays: None**

**MOTION PASSES**

**B. Request to Establish an Industrial Development District at 331 W. Laketon Ave. Economic Development**

Pursuant to Public Act 198 of 1974, as amended, American Fabricated Products, 16910 148th Ave., Spring Lake, MI has requested the establishment of an Industrial Development District for property located at 331 W. Laketon Ave. American Fabricated Products (American Fab) has submitted a request to establish an Industrial Development District at 331 W. Laketon Ave, the former Intra City Dispatch facility. American Fab purchased the building in 2025 and plans to move all of their business operations to this location. American Fab plans to make significant capital investments into rehabbing the facility and anticipates adding additional jobs.

According to Public Act 198 of 1974, as amended, the creation of an Industrial Development District is a required first step before a business can apply for an Industrial Facilities Tax (IFT) Exemption certificate, which provides a property tax abatement on qualified real property investments.

**STAFF RECOMMENDATION:** I move to close the public hearing and approve the resolution establishing an Industrial Development District at 331 W. Laketon Ave., and authorize the Mayor and City Clerk to sign.

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

**Motion by Commissioner Kochin, second by Commissioner St.Clair, to close the public hearing and approve the resolution establishing an Industrial Development District at 331 W. Laketon Ave., and authorize the Mayor and City Clerk to sign.**

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

**MOTION PASSES**

**C. PA 198 Industrial Facilities Exemption - 2246 Olthoff Dr. Economic Development**

Pursuant to Public Act 198 of 1974, as amended, A.B. Electrical Wires, Inc., 2246 Olthoff Dr., has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 2246 Olthoff Dr.

A.B. Electrical Wires, Inc. is requesting an Industrial Facilities Exemption (IFT) certificate for real property improvements at 2246 Olthoff Dr., located within the Port City Industrial Park, an area designated as an Industrial Development District in 1983. The company is proposing a real property investment of approximately \$3,243,486 to support the expansion of its existing facility, including the construction of an addition totaling approximately 39,750 square feet.

A.B. Electrical Wires, Inc. specializes in the design, engineering, and manufacturing of wire and cable harness assemblies and industrial control panel solutions used across a wide range of industries. The proposed expansion will support increased production capacity and continued growth of the company's operations.

In addition to the physical expansion, the company anticipates creating over 30 new jobs within the next two years, further contributing to local employment and economic development within the City of Muskegon.

The company has also signed the City's Equal Employment Opportunity and Inclusive Workforce Development Letter, affirming its commitment to building a workforce that reflects the diversity of the community. The City's EEO & Employee Relations Director, in collaboration with the Economic Development Department, will monitor the company's progress toward these workforce goals.

Following 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 Industrial Facilities Exemption Certificate for A.B. Electrical Wires, Inc., 2246 Olthoff Dr., and further authorize the Mayor and City Clerk to execute the resolution and all related agreement documents, as presented.

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

**Motion by Commissioner Kochin, second by Commissioner German, to close the public hearing and approve the Industrial Facilities Exemption Certificate for A.B. Electrical Wires, Inc., 2246 Olthoff Dr., and further authorize the Mayor and City Clerk to execute the resolution and all related agreement documents, as presented.**

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

**MOTION PASSES**

**PUBLIC COMMENT ON AGENDA ITEMS**

No public comments were made.

**2026-27 CONSENT AGENDA**

**A. Approval of Minutes City Clerk**

To approve minutes of the March 24, 2026, City Commission Meeting.

**STAFF RECOMMENDATION:** Approval of the minutes.

**B. Workforce Housing Restrictive Covenant - Ryskamp Builders Economic Development**

Dave Ryskamp is developing workforce housing targeted duplexes and accessory dwelling units in the Jackson Hill Neighborhood and seeks a Workforce PILOT.

Dave Ryskamp has an approved site plan for 4 duplexes, each with rear yard Accessory Dwelling Units (ADU's) on Adams Street in the Jackson Hill Neighborhood. He is targeting rents in the range conducive 80-120% AMI for our community. The units will have an affordability period for 15 years, and the Payment in Lieu of Taxes to the City as well as other taxing jurisdictions will be 10% of shelter rents.

**STAFF RECOMMENDATION:** Motion to approve the Workforce Housing Restrictive Covenant between the City of Muskegon and Ryskamp Properties 4 LLC as presented and authorize the Mayor and Clerk to sign.

**C. Resolution for Workforce Housing Tax Exemption - Ryskamp Builders Economic Development**

Dave Ryskamp is developing workforce housing targeted duplexes and accessory dwelling units in the Jackson Hill Neighborhood and seeks a Workforce PILOT.

Dave Ryskamp has an approved site plan for 4 duplexes, each with rear yard Accessory Dwelling Units (ADU's) on Adams Street in the Jackson Hill Neighborhood. He is targeting rents in the range conducive 80-120% AMI for

our community. The units will have an affordability period for 15 years, and the Payment in Lieu of Taxes to the City as well as other taxing jurisdictions will be 10% of shelter rents.

**STAFF RECOMMENDATION:** Motion to approve the Resolution for Housing Tax Exemption for Ryskamp Properties 4 LLC as presented and authorize the Mayor and Clerk to sign.

**D. Resolution to approve the NEZ District at 1937 Lakeshore Drive.** Economic Development

Pursuant to Public Act 147 of 1992, as amended, the City of Muskegon has received a request to establish a Neighborhood Enterprise Zone (NEZ) district for the property located at 1937 Lakeshore Drive (the old Harbor Theater). The proposed NEZ district would support the development of residential condominium units at this location. If established, eligible property owners within the district would be able to apply for NEZ certificates, which provide a reduction in property taxes on newly constructed or rehabilitated residential housing. Only the residential portion of the proposed condominium development would be eligible for NEZ benefits.

This property, commonly referred to as the old Harbor Theater, may be familiar to the Commission, as it has been the subject of several prior actions. The Commission has previously considered and approved the revocation of the former OPRA certificate, established a Commercial Redevelopment District, and approved associated tax abatements, all of which included a few required public hearings.

The proposed NEZ district represents the next and final step to support the residential portion of the redevelopment project. While no additional actions are required at this time for the NEZ district, the project may return to the Commission in the future for consideration of additional incentives, including a potential transition of the tax abatement structure from the Commercial Redevelopment Act to OPRA, as well as a Brownfield Plan.

In accordance with State requirements, notice of the proposed NEZ district was mailed to all affected taxing jurisdictions on January 28, 2025, and a public hearing was held on March 10, 2026. State law also requires that a resolution establishing an NEZ district not be adopted until at least 60 days after notice has been issued.

The proposed resolution to establish the NEZ district at 1937 Lakeshore Drive is now being presented for City Commission consideration. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon currently utilizes 13.34% of its allowable NEZ designation, and the addition of this district would remain within the statutory limit.

**STAFF RECOMMENDATION:** I move to approve the resolution establishing the Neighborhood Enterprise Zone district at 1937 Lakeshore Drive, as presented.

**E. Contract Award: Hartshorn Marina Dredging** DPW- Marina

Staff requests authorization to enter into a contract with Civil Construction Solutions LLC in the amount of \$427,240.48 for the dredging of Hartshorn Marina. Hartshorn Marina was last dredged in approximately 2020, and recent seasons have suffered from sediment settling in the entrance to the marina and are making it difficult for some slips to host boats of the size they were designed for due to shallow waters. Staff solicited bids for dredging via an RFP issued February 20, 2026, and an addendum issued March 9, 2026. The bids were as follows:

Civil Construction Solutions, LLC	\$427,240.48
The King Co., Inc.	\$519,042.88
Tucker Marine Construction	\$597,296.00
Sediment Removal Services	\$784,938.00

The bids came in higher than anticipated, however the marina fund's unrestricted net position - thanks to previous investments from the general fund - is able to spend down fund balance to cover the cost. The work will happen later in the fall to avoid the 2026 boating season. The expenditure will be included in the FY26-27 budget presented to the Commission later this spring, if approved.

**STAFF RECOMMENDATION:** Move to authorize staff to enter into a contract with Civil Construction Solutions LLC in the amount of \$427,240.48 for the dredging of Hartshorn Marina.

**F. City Commission Handbook Manager's Office**

Staff is requesting approval of the new Commission handbook and the associated policies.

Staff has gathered various rules, procedures, and policies that apply to the Commissioners to develop a handbook that can easily be referenced. Some changes have been made to the information gathered to better match current practices or make common sense adjustments. A new attendance policy has been included based on the work of the committee established to set that policy. Travel costs have been updated, and spending limits have been modified in the purchasing policy. Additional revisions have been made after discussion and direction given at the February Legislative Policy Committee meeting.

Staff recommends this handbook be reviewed annually to ensure Commissioners are aware of the policies included.

**STAFF RECOMMENDATION:** to approve the City Commission Handbook as presented.

**G. Amendment to the Zoning Ordinance - Removing B-3 and RT Districts. Planning**

Staff-initiated request to amend the zoning ordinance by eliminating B-3, Central Business, and RT, Two-Family Residential districts, and all other

references to these districts in the zoning ordinance.

The B-3, Central Business District has been replaced by the Form Based Code (FBC). All properties that were zoned B-3 were rezoned to FBC in 2015, and there would be no reason to rezone any new parcels to B-3. Once removed, Section 1200 (B-3) will be reserved for future use in the zoning ordinance. In 2025, all properties zoned RT, Two-Family residential were rezoned to R, Residential. The RT district is no longer needed since zoning reform was passed in 2024. Duplexes may now be built in R districts. Section 600 (RT) will be reserved for future use in the zoning ordinance.

**STAFF RECOMMENDATION:** I move the request to amend the zoning ordinance by eliminating B-3, Central Business, and RT, Two-Family Residential districts, and all other references to these districts be approved.

**I. Amendment to the Zoning Ordinance - Establishing Minimum Density Requirements in Multi-Family Districts** Planning

Staff-initiated request to amend Sections 703, 803, and 903 to set minimum density requirements for multi-family housing districts.

The zoning ordinance sets maximum density requirements for multi-family housing. These standards can be viewed in the RM-1 (Low-Density Multiple-Family), RM-2 (Medium-Density Multiple-Family), and RM-3 (High-Density Multiple-Family) sections of the zoning ordinance.

Staff is proposing to set a minimum density requirement in these districts as well, to ensure the proper amount of housing in each development. Currently, a property zoned RM-3, designated for the highest density, could use the development standards of the RM-1 districts, which would allow for the development of a lone, single-family house.

**STAFF RECOMMENDATION:** I move the request to amend Sections 703, 803, and 903 to set minimum density requirements for multi-family housing districts be approved.

**J. Fireworks Display Permit for Muskegon Country Club** City Clerk

Pyrotecnico Fireworks, Inc., is requesting approval of a fireworks display permit for Thursday, July 2, 2026, at Muskegon Country Club, 2801 Lakeshore Drive. The Fire Marshall will inspect the fireworks on the day of the event.

**STAFF RECOMMENDATION:** Approve the fireworks display permit for Pyrotecnico Fireworks, Inc., pending site inspection the day of the launch.

**L. Resolution to Approve the NEZ District at 2400 Lakeshore Dr** Economic Development

Pursuant to Public Act 147 of 1992, as amended, the City of Muskegon has received a request to establish a Neighborhood Enterprise Zone (NEZ) district for the property located at 2400 Lakeshore Drive, commonly known as Windward Pointe and the former Sappi Paper Mill site.

The proposed NEZ district would support the development of single-family,

owner-occupied residential units within the development at 2400 Lakeshore Drive. The district request letter includes two outlined areas, with the larger 44-acre area representing Phase 1 of the development and the smaller 21.46-acre area representing Phase 2. If established, eligible property owners within the district would be able to apply for NEZ certificates, which provide a reduction in property taxes on newly constructed residential housing.

In accordance with State requirements, notice of the proposed NEZ district was mailed to all affected taxing jurisdictions on February 12, 2026, and a public hearing was held within the required timeframe. A map was included with the notice; however, an incomplete image of the district was inadvertently provided. No comments or requests for clarification were received from any taxing jurisdictions. State law also requires that a resolution establishing an NEZ district not be adopted until at least 60 days after notice has been issued.

The proposed resolution to establish the NEZ district at 2400 Lakeshore Drive is now being presented for City Commission consideration. State law allows up to 15% of a local government's total land area to be designated as NEZ districts. The City of Muskegon currently utilizes 13.34% of its allowable NEZ designation. Based on the addition of the proposed district, it is estimated that the City's total NEZ district land area will be approximately 14.1%, remaining within the statutory limit. At the request of the City Commission, staff also evaluated the cumulative NEZ district acreage associated with projects submitted by the same developer, including Terrace Point Landing, the Shaw development, and the proposed Sappi district, which total 85.94 acres and would represent approximately 0.91% of the City's total land area if the Sappi district is approved.

**STAFF RECOMMENDATION:** I move to approve the resolution establishing the Neighborhood Enterprise Zone district at 2400 Lakeshore Drive, as presented.

**M. SOAR Business Partner Agreement Approval Economic Development**

The City of Muskegon is considering entering into a Business Partnership Agreement with SOAR™ by Cornerstone University. This partnership would provide eligible City employees and their immediate family members with access to flexible, online degree programs and up to \$1,950 annually in scholarship support.

The City of Muskegon is considering entering into a Business Partnership Agreement with SOAR by Cornerstone University, an online higher education program designed to provide flexible and affordable degree pathways for working individuals.

Through this partnership, eligible City employees and their immediate family members would have access to fully online, mobile-friendly degree programs that are self-paced and designed to accommodate work and personal schedules. Participants may receive up to \$1,950 annually in scholarship funding through the Business Partner program, in addition to any available Federal or State financial aid.

The program offers multiple degree pathways, including associate, bachelor's, and master's level programs. Tuition is structured at approximately \$2,400 per four-month term for associate and bachelor's programs, and approximately \$3,750 per four-month term for master's programs. These rates are less than half the national average for private online degree programs.

The City of Muskegon also offers a tuition reimbursement benefit for eligible employees, providing up to 75% of tuition, including required course fees, for all passing grades, with a maximum of \$2,500 annually for undergraduate studies and \$3,000 annually for graduate and post-graduate studies.

During initial discussions, City staff expressed concerns regarding certain general education course content related to religious perspectives. Following continued dialogue, the SOAR team revised and expanded the course offerings to ensure they are inclusive and accessible to all participants, regardless of background or belief. This opportunity is intended for employees interested in furthering their education to support career advancement and professional development. Participation in the SOAR program aligns with the City's broader workforce development goals by expanding access to continuing education and skill-building opportunities.

This agreement is being presented for City Commission awareness and authorization.

**STAFF RECOMMENDATION:** I move to authorize the City Manager to enter into the Business Partnership Agreement with SOAR by Cornerstone University, as presented.

**N. Henry Corridor Signal Project - Engineering Amendment - Right-of-Way Effort** Public Works

Staff requests approval of the Design Services Amendment in the amount of \$35,000 from Rowe Professional Services Company for the completion of the necessary Right-of-Way services.

During the design of the Henry Corridor Signal project, it has been determined that temporary easements and permanent right-of-way takes are necessary to complete this project. Therefore, Rowe Professional Services Company is requesting additional funds to complete the necessary Right-of-Way acquisition services for the Henry Corridor Signal Improvements Project as outlined in their amendment.

**STAFF RECOMMENDATION:** Authorize staff to modify the existing professional services agreement with Rowe Professional Services Company in the amount of \$35,000 adding Right-of-Services to their Henry Corridor Signal Improvements project.

**O. Extension of Partnership Agreement: Boys & Girls Club of the Muskegon Lakeshore** DPW- Parks

Staff is requesting authorization to extend our contract with the Boys & Girls Club of the Muskegon Lakeshore for temporary staffing services during the 2026

maintenance season.

DPW typically hires up to 30 seasonal employees each year from GoodTemps (Goodwill). The staffing provided by this agreement will take the place of an approximately equal number of our typical seasonal employees, helping DPW fill our roster during the labor shortage and providing employment and training for younger community members. Temporary staffing is accounted for in the annual budget of the departments that use these services. The employees under this agreement are included in the parks (general) fund budget.

The Boys & Girls Club anticipates providing approximately 8 staff split in two teams, and in consultation with DPW, identified two service areas that they would be well suited for:

1. Landscape maintenance, waste-removal and general support in the BID area downtown.
2. Restroom cleaning and waste removal at various parks.

**STAFF RECOMMENDATION:** Authorize staff to contract with the Boys and Girls Club of the Muskegon Lakeshore for temporary staffing services during the 2026 maintenance season.

**P. Concession Application - The Thirsty Mitten (Pere Marquette) DPW-Parks**

The Parks Department has received an application from Thirsty Mitten for a concession agreement to run a mobile food concession at Pere Marquette. Per the concession policy, their fee to operate at the park in a mobile unit is \$1,000/year + 5% of gross receipts for operations conducted at beach parks. The applicant has stated their frequency would be weekly with a presence primarily on weekends. This would be a mobile trailer that is set up on the weekends near the Kite Shack/new restroom parking lot. Hours of operation will be Thursday - Saturdays in the summer from 11 a.m. - 6p.m. when they do not have other commitments. The only possible food prep on site would be mini pancakes, aside from this the vendor would be seeking non-alcoholic beverages.

**STAFF RECOMMENDATION:** Move to authorize staff to enter into a concession agreement with Thirsty Mitten as a mobile concession vendor at Pere Marquette Park.

**Q. Health and Dental Care Renewal Finance**

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

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

**R. Contract with MATS for Beach Shuttle Service Manager's Office**

Staff is seeking approval of a contract with the Muskegon Area Transit System to provide bus service to the City's beach parks.

Staff has presented the proposed changes to the beach shuttle program to the Commission. Adjustments to bus stops have been made based on input from the Commission balanced with route timing and efficiency. A map of the route and stops is included in the packet.

At this time, staff is presenting the contract for services which has already been approved by the County Commission. Costs remain as previously discussed.

**STAFF RECOMMENDATION:** To approve the contract with MATS and authorize the Mayor and Clerk to sign.

**S. Approve CRC Recommendations** City Clerk

To accept the resignation of Deborah Sweet from the Citizens Police Review Board and appoint Nathaniel Williams to the Citizens District Council-Community Development Block Grant as a Ward 2 Representative with a term ending 1/31/27.

**STAFF RECOMMENDATION:** Motion to approve the recommendations from the Community Relations Committee.

**Motion by Commissioner Kilgo, second by Commissioner St.Clair, to adopt the Consent Agenda as presented minus items H and K.**

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

**MOTION PASSES**

**2026-28 ITEMS REMOVED FROM THE CONSENT AGENDA**

**H. Amendment to the Zoning Ordinance - Establishing Maximum Lot Widths in R Districts** Planning

Staff-initiated request to amend Section 404 of the zoning ordinance to establish maximum lot widths in R, Neighborhood Residential districts. Currently, the zoning ordinance requires a minimum width of 30 feet for residential lots.

In the Form Based Code, there is also maximum lot widths, which is 60 feet. This request is to make this same standard a requirement in all R, Residential districts, not just Form Based Code districts. Minimum lot widths for single-family (30), duplexes (40) and triplexes (50) will remain the same.

The master plan references the need for zoning restrictions that would eliminate the possibility of combining several lots, which reduces housing development. See Goal 2 and Recommendation 2 in the master plan.

**STAFF RECOMMENDATION:** I move the request to amend Section 404 of the zoning ordinance to establish maximum lot widths in R, Neighborhood

Residential districts be approved.

**Motion by Commissioner Kochin, second by Commissioner Kilgo, to move the request to amend Section 404 of the zoning ordinance to establish maximum lot widths in R, Neighborhood Residential districts be approved.**

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

**MOTION PASSES**

**K. Soccer in the Sand DPW- Parks and Recreation**

Soccer in the Sand and Inside Out's Volleyball Tournament have both applied to hold their events at Pere Marquette on July 25-26, 2026. Per the event policy, two events cannot occur on the same date at Pere Marquette. Soccer in the Sand is seeking an exception to be made.

2024 event

2025 changes

2026 changes

Soccer in the Sand Event Details include:

- Location: Pere Marquette (south of the playground)
- Setup: Friday, July 24
- Competition Dates: Saturday, July 25 & Sunday, July 26, 9:00 a.m. – 5:00 p.m.
- Tear down: Sunday, July 26, at 6 pm
- Description: Soccer in the Sand is a 5 v 5 sand soccer tournament held annually at Pere Marquette since 2018. Teams can consist of 5 to 11 players and play against other teams in a similar age group. Games are three 11-minute periods. Each team is guaranteed 3 games with opportunities to advance to the semifinals and finals.
- Attendance: In 2025, there were approximately 1,200 participants, with a total attendance estimated at approximately 4,000.

Inside Out Volleyball tournament and Soccer in the Sand have been on the same weekend since their inception. With the exponential growth of the Soccer in the Sand tournament in 2024, there were significant issues with traffic at the beach. In 2025, the City's beach shuttle service began, and a total of 86 individuals used the tan line and 110 individuals used the blue line that weekend. Also in 2025, the tournament changed the scheduling structure to morning and afternoon blocks. Staff saw an improvement in traffic flow from the previous year. For the 2026 event, the MATS bus system can start the beach shuttles earlier to cover the tournament's hours.

**STAFF RECOMMENDATION:** I move to approve the Soccer in the Sand

Tournament to be held on July 25-26, 2026, at Pere Marquette provided that the event works with City staff to cover the costs of additional shuttle hours.

**Motion by Commissioner Kilgo, second by Vice Mayor Keener, to approve the Soccer in the Sand Tournament to be held on July 25-26, 2026, at Pere Marquette provided that the event works with City staff to cover the costs of additional shuttle hours.**

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

***MOTION PASSES***

**NEW BUSINESS**

- A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish the Following: ITEM REMOVED PER STAFF REQUEST** Public Safety

**ANY OTHER BUSINESS**

Commissioner Kilgo recognized his son Antione Taylor who was elected to his Student Council in his school.

Vice Mayor Keener stated that Healthy Kids Day will be at McGrath Park, April 17<sup>th</sup> from 5:00 to 7:00 p.m. She also was able to participate in the People's Table and explained the need for donations. This occurs every Sunday at 3:00 p.m. on Houston Avenue.

Commissioner German asked for information on the beach parking passes. City Manager Jonathan Seyferth explained the process to receive the passes. Commissioner Kochin stated that the Muskegon Lake Watershed Partnership Annual Spring Cleanup is this Sunday at 8:30 a.m. and volunteers will meet at the CIO Hall on Western Avenue. The Third Street Cleanup is April 22<sup>nd</sup> at 4:30 p.m., and the youth soccer league starts May 5<sup>th</sup> at 5:00 p.m.

Commissioner St.Clair reminded everyone that we will not have a Commission Meeting on April 28<sup>th</sup> because early voting will be held in the Commission Chambers. On the ballot is a bond proposal for Muskegon Public Schools. If you are unfamiliar with the proposal, you can contact [Muskegonpublicschools.org](http://Muskegonpublicschools.org) website.

**GENERAL PUBLIC COMMENT**

Public comments received.

**2026-29 CLOSED SESSION**

- A. Attorney Communication** Manager's Office

**Motion by Commissioner St.Clair, second by Commissioner German, to go into Closed Session to consider material exempt from discussion or disclosure by State or Federal Statute as an attorney client communication.**

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

***MOTION PASSES***

**Motion by Commissioner Kilgo, second by Commissioner St.Clair, to come out of Closed Session.**

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

***MOTION PASSES***

**ADJOURNMENT**

The City Commission meeting adjourned at 8:26 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Recommendation to Award RFP for Grocery Market Analysis and Needs Assessment
<b>Submitted by:</b> Isabela Gonzalez, Development Analyst	<b>Department:</b> Economic Development
<p><b>Brief Summary:</b>          Staff recommends awarding a contract to Plante Moran Realpoint in the amount of \$30,000 to complete a Grocery Market Analysis and Needs Assessment. The City issued an uncapped Request for Proposals to understand the full range of costs for this type of study. Community partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, support the project and are pursuing grant funding to help offset costs.</p>	
<p><b>Detailed Summary &amp; Background:</b>          In January, the City issued a Request for Proposals (RFP) for a Grocery Market Analysis and Needs Assessment to better understand local food access, market conditions, and opportunities for future grocery development. The RFP was issued without a predefined budget in order to assess the full range of costs and approaches from qualified firms.</p> <p>This initiative was informed through ongoing discussions with community partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, both of whom have expressed support for the project and are currently pursuing grant funding through the community foundation to help offset associated costs. As part of these discussions, partners indicated a willingness to contribute toward the project cost, and the \$30,000 proposal from Plante Moran Realpoint was identified as a feasible shared investment.</p> <p>In accordance with the City's purchasing policy, the RFP resulted in thirteen (13) proposals, with bids ranging from \$24,500 to just over \$104,000. Late submissions were not considered in compliance with purchasing requirements. Staff conducted an initial review and shortlisted three firms based on qualifications, project approach, and cost: Hafezi Capital LLC (\$25,000)          New Venture Advisors (\$53,000)          Plante Moran Realpoint (\$30,000)</p> <p>Staff also sought input from project partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, both of whom expressed a preference for Plante Moran Realpoint based on the firm's experience and proposed project team.</p> <p>Plante Moran Realpoint has proposed a qualified team to lead the market analysis and needs assessment and demonstrated a strong understanding of the project scope. Staff is recommending award of the contract in the amount of \$30,000. A draft engagement letter outlining the scope of services is attached for review.</p>	

**Goal/Action Item:**

2027 Goal 1: Destination Community &amp; Quality of Life

**Is this a repeat item?:****Explain what change has been made to justify bringing it back to Commission:****Amount Requested:**

\$10,000 - \$30,000

**Budgeted Item:**

Yes		No	X	N/A		
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**Fund(s) or Account(s):**

101-701-801 Contracted Services

**Budget Amendment Needed:**

Yes		No	X	N/A		
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**Recommended Motion:**

I move to approve the award of a contract to Plante Moran Realpoint in the amount of \$30,000 for the completion of a Grocery Market Analysis and Needs Assessment, and authorize the Director of Development Services to execute the agreement.

**Approvals:**

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

**Name the Policy/Ordinance Followed:**

City Purchasing Policy



## City of Muskegon Request for Proposals (RFP)

Project Name: Grocery Market Analysis & Needs Assessment

Posted: Thursday, January 15, 2026

Date Proposal Due: Thursday, February 19, 2026 2:00PM

Issuing Office:

City of Muskegon  
Development Services  
933 Terrace St  
Muskegon, MI 49440  
231-724-6780

## **Introduction**

The City of Muskegon's Development Services Division is seeking proposals from qualified firms to conduct a comprehensive citywide grocery market analysis and needs assessment. The study will evaluate current grocery access, measure local demand, and recommend feasible grocery store models for the City.

The City's goal is to better understand the potential for a new grocery store within its boundaries, identify models that align with resident needs, and receive clear recommendations for implementation. This work will help guide future City decision-making and serve as a foundation for engaging potential partners and operators.

## **Background**

Muskegon residents and stakeholders have highlighted the need for improved access to affordable, healthy foods. While several stores currently sell fresh produce, gaps remain in equitable access to full-service grocery options. The City seeks to proactively evaluate the feasibility of different grocery models that meet this need.

This project is citywide in scope. It is not tied to Muskegon County's broader food access initiatives, though firms may acknowledge relevant regional context. While any successful study will relate grocery resources in the metro area broadly to the findings, the emphasis of this study is on feasibility for grocery in the city only.

## **Project Objectives**

The selected firm will:

- Conduct a citywide market analysis of grocery demand and food access.
- Identify and evaluate the feasibility of different grocery models (independent, co-op, chain, etc.).
- Use community engagement to gather resident input on grocery preferences, needs, and barriers to access.
- Provide clear recommendations for the most feasible grocery models in Muskegon, including rationale and actionable next steps.
- Produce supportive mapping of existing grocery locations and walking-distance radii to illustrate coverage gaps (context only, not site selection).

## **Scope of Work**

### **1) Market Analysis**

- a) Review demographics, household income, and consumer spending patterns.
- b) Conduct a grocery retail leakage analysis to determine where resident currently shop.
- c) Provide an overview of existing grocery and food retail options within The City.

## **2) Community Needs Assessment**

- a) Design and implement community engagement (surveys, focus groups, stakeholder interviews).
- b) Document barriers to grocery access (transportation, affordability, convenience).
- c) Capture resident perspectives on preferred grocery store models.

## **3) Feasibility & Recommendations**

- a) Evaluate grocery store models for The City's context (scale, type, ownership structure).
- b) Assess feasibility from an economic, social, and operational perspective.
- c) Provide actionable recommendations for next steps, including consideration for potential operators or partners.

## **4) Mapping (Supportive)**

- a) Develop maps showing existing grocery locations in The City with walking-distance radii.
- b) Use mapping to illustrate access gaps and support feasibility analysis (not intended as a site selection exercise).

### **Deliverables**

The selected firm will provide:

- Draft report for staff review.
- Final written report with executive summary, findings, maps, and recommendations.
- Maps illustrating grocery access coverage and walking-distance gaps.
- Presentation of findings to City staff (and, if requested, to City Commission).

**Timeline:** All deliverables are due by May 31, 2026.

### **Proposal Requirements**

Proposals must include:

- **Cover Letter:** Provide a cover letter indicating your interest.
- **Firm/Team Background:** Describe the firm, years in business, services offered, and office location. Identify the project manager and key staff who will be assigned to the project and list any subcontractors or partner organizations with their roles.

- **Relevant Experience:** Provide a summary of comparable projects completed within the past five years, particularly grocery or retail market analyses and food access studies. Include client names, project descriptions, completion dates, and references.
- **Methodology & Approach:** Outline the proposed approach to completing the market analysis, needs assessment, community engagement, and recommendations. Detail the tools, data sources, and strategies to be used.
- **Timeline:** Present a project schedule with major milestones that demonstrates the firm’s ability to complete the work by May 31, 2026.
- **Cost Proposal:** Provide an estimated cost for the project, including a breakdown of professional fees and expenses.
- **Conflict of Interest:** Disclose any actual or potential conflicts of interest with the City of Muskegon. Note that the City reserves the right to determine whether a conflict of interest exists and, if so, whether it disqualifies the firm.
- **Required Statements:** Confirm compliance with federal, state, and local regulations. State the firm’s commitment to non-discrimination in employment practices. Acknowledge that proposals may not be withdrawn for sixty (60) days after submission.

### Evaluation Criteria

Proposals will be evaluated based on:

- Firm’s experience and qualifications.
- Quality and clarity of proposed methodology.
- Understanding of Muskegon’s project objectives.
- Capacity to complete the project on schedule.
- Cost effectiveness.

The evaluation will be general and not based on a weighted point system.

### Proposal Deadline

Proposals must be delivered or mailed in a sealed envelope clearly marked “Grocery Market Analysis & Needs Assessment” to the following address no later than 2:00 PM local time on Thursday, February 19, 2025:

City Clerk’s Office  
 City Hall  
 933 Terrace Street  
 Muskegon, MI 49440

At that time and place, all proposals will be publicly opened and read aloud.

## **Pre-Proposal Questions**

All questions may be directed to the following City staff contact person:

Jake Eckholm, [jake.eckholm@shorelinecity.com](mailto:jake.eckholm@shorelinecity.com), 231-724-6702

## **General Requirements**

Attention is called to the fact that the City requires: that the Contractor consider hiring local work force insofar as possible; that not less than the salaries and wages set forth in the Specifications must be paid (if applicable); that 14% minority and 6.9% female are the goals established for participation in each trade; that the Contractor must ensure employees and applicants for employment are not discriminated against based upon their race, creed, color, religion, sex, national origin, physically challenged condition nor veteran background; and that all pertinent regulations must be complied with. No bid may be withdrawn within sixty (60) days after bid opening.

The City of Muskegon reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.

**Development Services Division**

City of Muskegon  
933 Terrace Street  
Muskegon, MI 49440

**Re: Proposal Response—Grocery Market Analysis & Needs Assessment RFP**

Dear Development Services Team:

Plante Moran Realpoint (PMR) is pleased to submit our proposal to provide the City of Muskegon with a comprehensive Grocery Market Analysis and Needs Assessment. We welcome the opportunity to support the City in its efforts to better understand current food access conditions, evaluate the feasibility of grocery models that align with resident needs, and provide clear, actionable recommendations to guide future decision-making. We look forward to bringing a multifaceted team, unparalleled service, and **the following distinct benefits to the Grocery Market Analysis & Needs Assessment:**

**Deep Local Roots & Regional Understanding:** With ten offices throughout Michigan, our team understands the regional market dynamics that frame Muskegon's opportunities. We recognize the importance of focusing this study on city-specific feasibility while situating findings within broader metro-area food access patterns.

**Direct Experience & Relevant Knowledge:** PMR has completed numerous comparable studies, including grocery feasibility analyses, retail market assessments, and neighborhood-focused economic development strategies, helping communities attract operators, evaluate viable business models, and improve equitable access to essential goods and services.

PMR also brings experience in data-driven & community-aligned assessments. Our approach leverages best-in-class advanced analytical tools, including demographic and consumer expenditure modeling, retail leakage analysis, and ESRI-based mapping, to evaluate demand, illustrate gaps in access, and assess the feasibility of a range of grocery formats such as independent operators, co-ops, small-footprint urban grocers, and regional chains. This data-driven approach will be paired with community engagement, capturing resident perspectives through surveys, focus groups, and stakeholder interviews to support recommendations that reflect lived experience and local priorities.

**Trusted Leadership & Clear Recommendations:** Our project team includes specialists in retail analytics, economic development, and planning who will deliver a rigorous analysis supported by quality data and clear next steps the City can use to engage potential partners and operators. Our approach is designed to produce practical, implementable strategies rather than theoretical models.

Thank you for considering our proposal. We are confident that PMR's collaborative, data-informed, and community-centered methodology will provide the City of Muskegon with a meaningful roadmap to improve grocery access and identify the most feasible and sustainable grocery models for residents. We look forward to the opportunity to work with you and support the City's vision for a healthier, more accessible food environment.

Sincerely,



Tori Manix  
Partner, Plante Moran Realpoint  
Tori.Manix@plantemoran.com | (248) 603-5373



Nick Posavetz  
Vice President, Plante Moran Realpoint  
Nick.Posavetz@plantemoran.com | (248) 603-5104

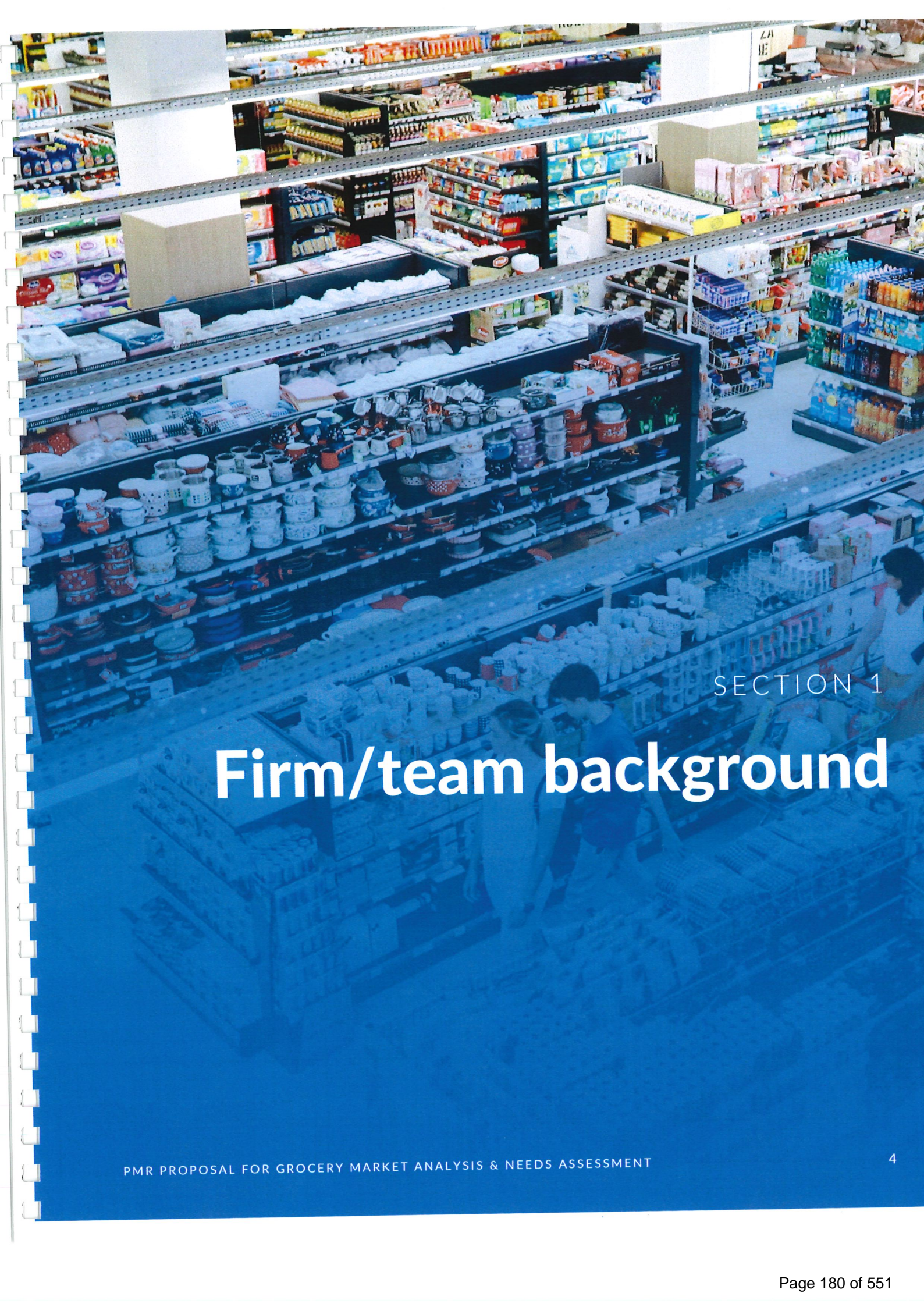


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- SECTION 4 Timeline
- SECTION 5 Cost proposal
- SECTION 6 Conflict of interest
- SECTION 7 Required statements

## Main point of contact

Nick Posavetz, Vice President  
nick.posavetz@plantemoran.com | (248) 603-5104



SECTION 1

# Firm/team background

# Firm/team background

Headquarters Address:	3000 Town Center, Suite 100, Southfield, MI 48075
Year Established	1995

## Plante Moran Realpoint introduction

We're built different to help you realize the most with your real estate.

As full-service real estate advisors, we're purpose-built to apply our deep, industry-specific experience across your real estate needs, whether consulting, transactions, capital projects, or development advisory. We're invested in your success, creating unexpected solutions to make your real estate a strategic advantage.

With Plante Moran Realpoint, you make better real estate decisions, achieve your milestones, and flourish in your space. We'll sharpen your big picture, invest in our long-term relationship, and measure our success by what matters most to you.

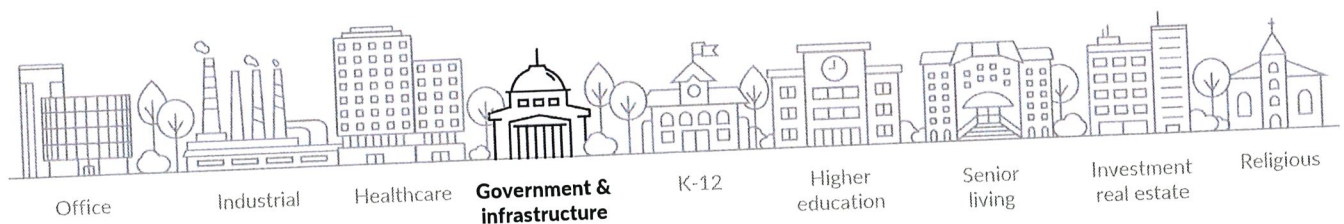
We bring a team of true industry professionals

Our team of professionals brings a broad background of experience and skills. We serve as an extension of an organization by creating a customized team dedicated to addressing your evolving needs. Our team members have previous experience as:

- ✓ Accountants/CPAs
- ✓ Architects
- ✓ Attorneys
- ✓ Construction Professionals
- ✓ Development Specialists
- ✓ Engineers
- ✓ Financial Analysts
- ✓ FF&E Procurement Specialists
- ✓ LEED-Accredited Professionals
- ✓ Project Managers
- ✓ Real Estate Professionals
- ✓ Relocation Managers

Scalable to any industry and size

Our clients span corporate offices to K-12 schools, single buildings to global portfolios. You get the full depth and breadth of our experience, no matter the industry or scale of the project.



## One firm, infinite resources

Plante Moran Realpoint is an affiliate of Plante Moran, one of the nation's largest certified public accounting and business advisory firms. A relationship with Plante Moran Realpoint unlocks the collective power of the firm and all its affiliates, not just an individual team or office.



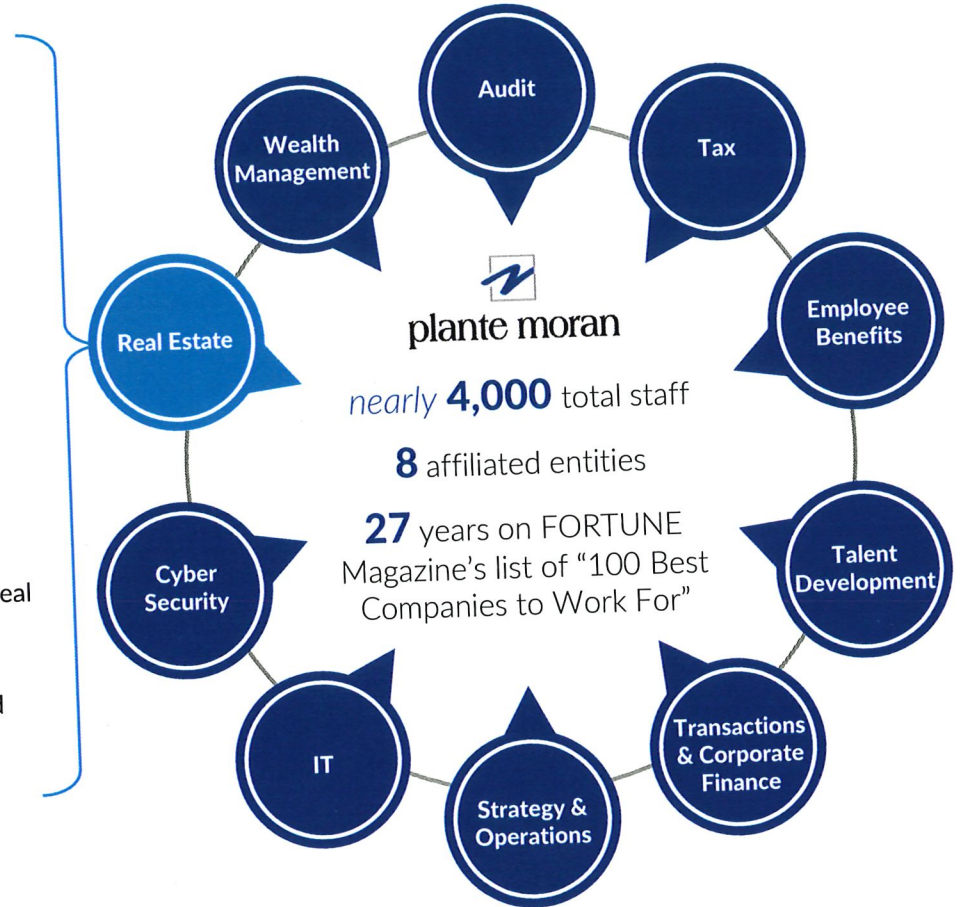
**150+** multidisciplinary staff specializing in real estate and construction

**\$7B+** of public private partnership & large-scale development projects

**\$6B+** in active construction program oversight

**Millions** of square feet in real estate transactions

**\$2B+** in incentives procured for clients



Comprehensive, end-to-end real estate services

Deep, industry-specific specialization

Seamlessly integrated with Plante Moran

## Real estate & construction “department for hire”

We seamlessly integrate into your organization, providing the necessary experience for any real estate or construction project through a single point of contact.

Our services include:



### Real estate consulting

- Development advisory & feasibility
- Real estate strategy
- Incentives
- Public-private partnerships
- Market studies
- Highest & best use analysis
- Workplace & space utilization



### Real estate transactions

- Occupier representation
- Investment acquisitions & dispositions
- Debt procurement
- National site selection
- Sale-leasebacks
- 1031 like-kind exchanges
- Lease administration



### Owner's representation/development advisory

- Project feasibility & delivery methods
- Program budget, schedule, & scope development
- Team selection & procurement
- Project management
- Design & construction oversight
- Furniture, technology, & equipment coordination

Plante Moran Realpoint brings together a team of multidisciplinary professionals to deliver comprehensive, end-to-end real estate consulting services. Our team becomes a full-service partner for developers, economic development corporations, municipalities, corporate real estate teams, landowners, real estate investors, and businesses.

#### Development Services

- Financial Feasibility & Underwriting
- Incentive Procurement
- Highest & Best Use / Development Strategy
- End-to-End Development Management
- Public-Private Partnerships

#### Economic Development

- Large Program Coordination & Governance
- Site Readiness & Attraction Support
- Economic Development Policy & Strategy
- Grant Compliance & Application Support

#### Data & Economics

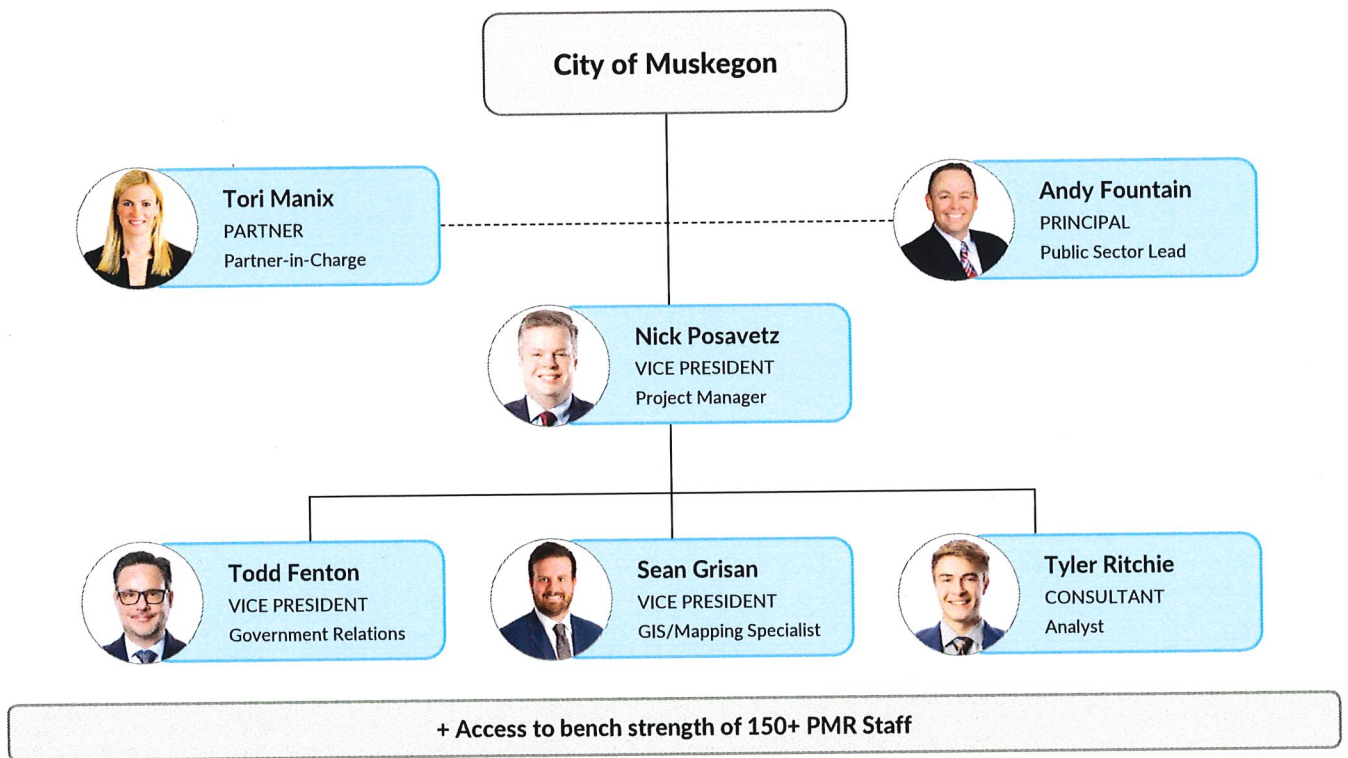
- Market Analysis
- Data Analytics & Benchmarking
- Economic & Fiscal Impact
- Reasonableness Opinions
- Housing Needs & Affordability Strategies
- Site Selection

#### Asset Strategy

- Workplace & Space Programming
- Occupier Portfolio Strategy
- Valuations
- Partner & Agreement Structuring

## Team organization

Our greatest asset is our people — not just their knowledge, but also their integrity and their commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with varied ways of thinking that complement one another. We have structured our team to deliver the specialized knowledge and personal fit you deserve. Each person serves a necessary role on the engagement and is experienced in serving clients like you.





## Tori Manix

PARTNER

Tori.Manix@plantemor.com | (248) 603-5373

*“By understanding each client’s unique needs and objectives, we are able to deliver a broad scope of services and extensive market knowledge to give them the competitive advantage they need to succeed.”*

As the real estate consulting service line leader, Tori specializes in development strategy and real estate consulting throughout all stages of a project’s life cycle.

Tori’s experience includes real estate financial feasibility and underwriting, debt procurement, build-to-suits, and the formulation of development and investment strategies for a comprehensive range of ground-up and redevelopment projects. Tori was a key part of the development advisory team overseeing projects for The District Detroit, a progressive development revitalizing downtown Detroit with 50 blocks of mixed-use development centered around the new Little Caesars Arena. Additionally, Tori has assisted in the management of more than \$500 million in assets for high-net-worth and institutional investors, as well as helped clients close over \$750 million in debt financing.

Tori is a licensed salesperson in the state of Michigan. She has a Master of Real Estate from Georgetown University and a Bachelor of Science in economics from the University of Pennsylvania’s Wharton School of Business. As an undergraduate, she was a senior captain of the Women’s Varsity Volleyball Team, winning two Ivy League championships in her four years of membership. In January 2023, Tori attended Harvard Business School’s Leading Professional Services Firms Executive Education Program.

Tori served on the board of CREW Detroit from 2019 to 2021 and is a member of the Urban Land Institute (ULI), where she is a graduate of the 2015–2016 Larson Leadership Program. In 2018, she was honored in Crain’s list of Twenty in Their 20s, a prestigious group of young professionals who are making a difference in the Detroit area.



## Andy Fountain

PRINCIPAL

Andy.Fountain@plantemoran.com | (248) 603-5088

*“Our proven process starts with comprehensive planning and ends with a successful project and a satisfied client.”*

With more than 20 years of experience in the construction and real estate market, Andy has the technical skills necessary to lead large capital programs to a successful close-out. He is known for his firm and fair approach to problem-solving, through which he strives to seek the best possible resolution for his clients.

As a principal with Plante Moran Realpoint (PMR), Andy has worked on a variety of multimillion-dollar capital improvement programs. His role as owner’s representative is to guide clients through the process as they plan and execute their projects, helping them realize cost savings while meeting the needs of their organization.

Prior to joining PMR, Andy worked primarily in the K-12 and private sectors as both a construction manager and owner’s representative. In these roles, Andy provided process refinement, budget development, evaluation and assessment, and project management services.

Andy has a B.A. in business management from Western Michigan University.



*"I'm excited for the opportunity to facilitate our clients' visions into a reality and positively impact the communities we serve along the way."*

## Nick Posavetz

VICE PRESIDENT

Nick.Posavetz@plantemoran.com | (248) 603-5104

As a vice president with Plante Moran Realpoint (PMR), Nick brings over 15 years of commercial real estate experience to the firm, having served both public and private sector clients in multiple roles throughout his career. Nick's strategic outlook, backed by best-in-class data and his client-focused approach, adds value to every client engagement. Clients appreciate Nick's determination to advocate passionately on their behalf and offer strategic solutions to get a project done.

Before joining the firm, Nick led the economic development and market research teams at Bedrock, the largest full-service commercial real estate firm in Detroit. Known as the premiere class A office space provider, Nick is proud to have created the vision for Bedrock's \$38.5 million expansion acquisition and the development of the company's Fort Street Industrial Campus, resulting in over 1,000 jobs in the community. Prior to Bedrock, Nick served in the public sector for nearly a decade as an economic development specialist for both Macomb and Wayne Counties, where he provided business retention and expansion services to companies through all stages of development. His work concentrated on high-growth industries such as aerospace, alternative energy, advanced manufacturing, defense and cybersecurity and resulted in hundreds of millions of dollars in private investment. Nick's also served as the press aide for a successful gubernatorial campaign and taught undergraduate classes in geology at the University of Michigan.

Nick attended the University of Michigan, receiving a Bachelor of Science degree in mathematics and economics, a minor in earth sciences, and a master's degree in urban planning. He is an elected board member of the Michigan Economic Developers Association (MEDA) and has moderated conference panel discussions on current topics in economic development.



## Todd Fenton

VICE PRESIDENT

Todd.Fenton@plantemoran.com | (248) 223-3521

*"I have witnessed firsthand, as a client, the impact that Plante Moran Realpoint's team of professionals and consultants can bring to complex real estate projects from conception through completion. It is a tremendous privilege to be able to bring my years of public sector experience to Realpoint to help municipalities across the country achieve their development goals and make a transformational impact in their communities."*

As a vice president at Plante Moran Realpoint (PMR), Todd brings more than 15 years of economic development and municipal experience to the public sector team. Todd utilizes his breadth of knowledge, insight, and understanding of economic and municipal development processes to assist clients in navigating development programs at the local level.

Todd joins PMR from the City of Royal Oak, Mich., where he served in various roles, including economic development manager, deputy city manager, and most recently, interim city manager. In his time with the City of Royal Oak, Todd oversaw \$100 million of transformational projects in Royal Oak's municipal campus, which entailed the construction of a new city hall, police station, parking structure, central park, and a 140,000-square-foot office building. This project was awarded an Impact Award from CREW Detroit. Prior to his time at the City of Royal Oak, Todd spent seven years with Wayne County in multiple economic development roles, including executive project manager for the Wayne County Land Bank and senior development officer for the Wayne County Economic Development Growth Engine.

Todd graduated from the University of Michigan with a bachelor's degree in English and Film & Video Studies. He received his juris doctorate cum laude from the University of Detroit Mercy School of Law. He is an active member of the State Bar of Michigan, a certified economic developer (CEcD) by the International Economic Development Council, and a certified economic development finance professional from Grow America.



## Sean Grisan

VICE PRESIDENT

Sean.Grisan@plantemoran.com | (248) 223-3432

*“Plante Moran Realpoint’s team of dedicated professionals provides clients with the knowledge and services needed to complete any project successfully.”*

As Vice President at Plante Moran Realpoint (PMR), Sean leads clients through the planning and execution of complex real estate and construction programs. He specializes in helping organizations navigate funding strategies, establish effective governance frameworks, and implement operational processes that drive program success. Sean utilizes a range of technical platforms and tools to support robust program tracking and reporting.

Currently, Sean serves as Program Manager for the School Finance Research Foundation’s Statewide Energy Efficiency Audit, a large-scale initiative evaluating energy savings opportunities across more than 550 public school districts in Michigan. He also oversees governance and reporting for capital programs exceeding \$800 million in partnership with the Flint Genessee Economic Alliance (FGEA) and the Detroit Regional Convention Facility Authority (DRCFA).

Before joining PMR, Sean was a project accountant at Limbach Company, LLC, where he supported over 15 major construction projects in Detroit totaling more than \$200 million, including the Wayne County Criminal Justice Center and Hudson’s Tower. He began his career as a finance analyst at Credibly.

Sean holds a BBA in Accounting from Northwood University, where he was also a member of the football team. Outside of work, he volunteers with the Michigan Animal Rescue Center and Big Brothers Big Sisters of Metro Detroit, and coaches football each fall at Brother Rice High School.



## Tyler Ritchie

CONSULTANT

Tyler.Ritchie@plantemoran.com | (248) 223-3628

*“Real estate, no matter the project, entails both an art and a science, requiring creativity, precision, and adaptability; our diverse team of talent offers experience across the board to help each project be seen through from start to finish.”*

As a consultant with Plante Moran Realpoint (PMR), Tyler works on various projects across the firm’s real estate investment service groups, aiding with development consulting, financial analysis, pro forma modeling, market research services, and financial and investment strategy.

Tyler is a creative, outside-the-box thinker who prioritizes the success of others. Clients appreciate his strong work ethic, passion for the industry, and unwavering commitment to personal moral and ethical standards. Tyler was attracted to a career in real estate because of its tangible nature and the unique challenges it presents, far beyond the simplicity of investing in public equity markets. He enjoys assisting clients in navigating the complexities of strategy, investments, real estate developments, construction, acquisitions, and dispositions.

Tyler brings experience from several internships to PMR, most recently with PMR’s Southfield team, where he worked as a project analyst intern. In this role, Tyler performed financial modeling for various properties, property tax analyses, and market research. Prior to PMR, Tyler was a multifamily real estate analyst intern for Colliers West Michigan, a commercial real estate agency in Grand Rapids, Mich.

Tyler has a Bachelor of Business Administration from Grand Valley State University’s Seidman College of Business, where he double majored in finance and business economics. While at Grand Valley, Tyler was the president of Seidman Investment Portfolio Organization, a premier collegiate business organization fostering over 100 members. The organization is student-run with a financial focus, overseeing \$150,000 in assets under management diversified into seven sectors.



SECTION 2

# Relevant experience

# Relevant experience

## Client references



City of Royal Oak

See the following case studies for project description

**Completion date: 2021**

**Reference:** Mayor Michael Fournier,  
ccfournier@romi.gov  
(248) 246-3463



City of Oak Park

See the following case studies for project description

**Completion date: 2023**

**Reference:** Kimberly Marrone; EDPF, AICP,  
Director of Municipal Services  
kmarrone@oakparkmi.gov  
(248) 640-3142



City of Livonia

See the following case studies for project description

**Completion date: 2025**

**Reference:** Mayor Maureen Miller-Brosnan  
mbrosnan@livonia.gov  
(734) 466-2200



Gun Lake Tribe

See the following case studies for project description

**Completion date: 2025**

**Reference:** Monica King, Chief Executive Officer  
Monica.king@gunlakeinvestments.com  
(269) 598-2379



<b>Project Details:</b>	<b>Size:</b>
<b>Services Provided:</b>	140,00 SF
Development consulting	office tower
Feasibility	43,000 SF
Owner's Representation /	police station
Program Management	
Services	<b>Cost:</b>
	\$100 Million

# City of Royal Oak

In 2014, the City of Royal Oak in Michigan began working with a developer on a public-private partnership (P3) for a \$100 million redevelopment program of their existing downtown facilities and site. To replace aging city hall and police facilities, address additional parking needs, and create tax-generating corporate office space, the P3 planned to develop a vibrant City Center Complex in the current surface lots downtown. Once the new facilities were constructed, the City could develop a new city park to benefit the community and entice visitors to the downtown.

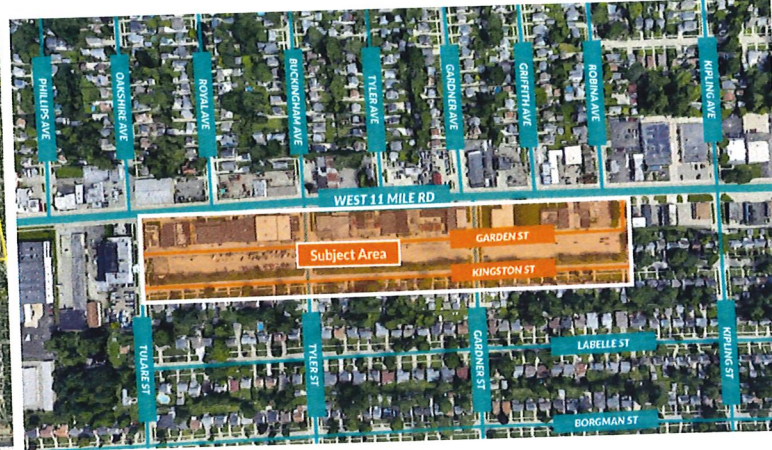
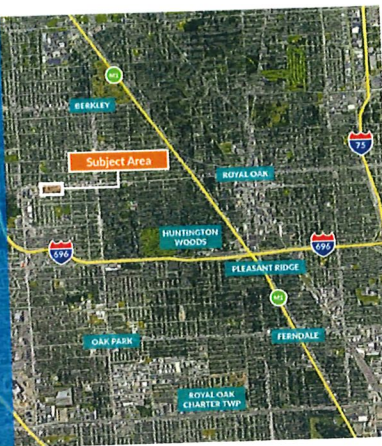
Before the City and the developer moved the project forward, Plante Moran Realpoint's (PMR's) reputation as a knowledgeable development advisor for municipalities led the City Commission to engage our team to conduct a feasibility assessment related to the proposed P3 development.

The development agreement had preliminary drawings and space programs along with high-level cost scheduling and modeling for the program. PMR reviewed the drawings, comparing the cost to industry standards and completing advanced financial modeling to confirm that the investment made financial sense. Our team also evaluated the space programming for each building, ran additional financial models for alternative space options, and helped the City think through "lease versus own" considerations. During the capital planning phase, we helped align the redevelopment program to Royal Oak's financial goals and objectives, resulting in \$10 million dollars in savings.

After providing Royal Oak with a tremendous amount of value in the capital planning process, the city decided to leverage PMR's owner's representation services to assist in bringing the multiphase program to life. Throughout the design and construction process, PMR assisted the city in managing the risk, schedule, and budgets associated with the program.

## Project Details:

Services:  
Market Study



# City of Oak Park

The City of Oak Park is an inner-ring suburb of Detroit, Mich., roughly 14 miles northwest of downtown Detroit. The city has a population of approximately 30,000. Plante Moran Realpoint (PMR) was engaged in 2023 to conduct a comprehensive market study to assess the potential demand for a new retail and residential development on 11 Mile Road.



PMR's approach began with a high-level assessment of the site and market conditions of the property, utilizing information related to the physical context (location, accessibility, zoning, etc.), demographics, socioeconomic trends, and current residential and retail supply. This initial data — synthesized and vetted through the extensive experience of PMR's multidisciplinary staff with deep knowledge of these asset classes and market area — determined there was support for demand that warranted further study.

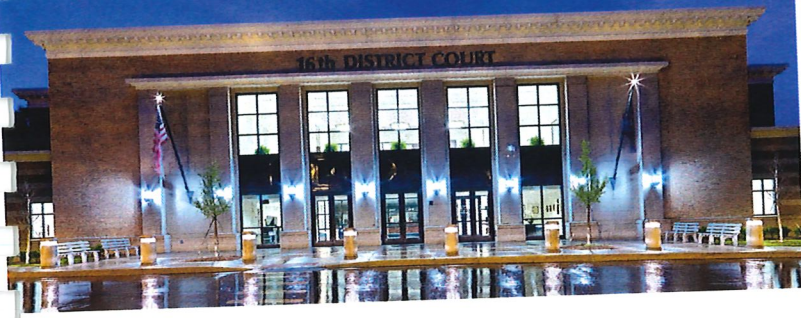
**Outcome:** Initial insight into residential and retail demand supported further study

To confirm market potential, PMR conducted a deeper analysis into the market's conditions. Our team studied the current and past supply trends, conducted market field work (including having conversations with active brokers and developers), evaluated market comparables, and analyzed similar trends in comparable communities using Placer AI to determine the potential for new development at the subject site. PMR's market intelligence revealed potential demand for properly positioned housing and retail for the 11 Mile Road corridor in Oak Park.

**Outcome:** Data confirmed demand for both residential and retail development

Many market studies are complete with the confirmation of demand. However, the city needed actionable strategies and recommendations to prepare for a potential development. In addition to our demand findings, PMR presented an actionable strategy to encourage and induce new mixed-use development in the area the city desired to activate. PMR's solution-based approach is designed to guide the city in implementing future development plans for the corridor and transition the project from drawing board to reality.

**Outcome:** Provided actionable framework to move forward with development



## Project Details:

### Services Provided:

- Strategic Capital Planning
- Development Advisory
- Owner's Representation
- Financial Strategies
- Space Needs Analysis
- Pre-ballot planning & Informational Campaign Assistance

### Size:

- 70-acre civic complex
- 25-acre development site

# City of Livonia

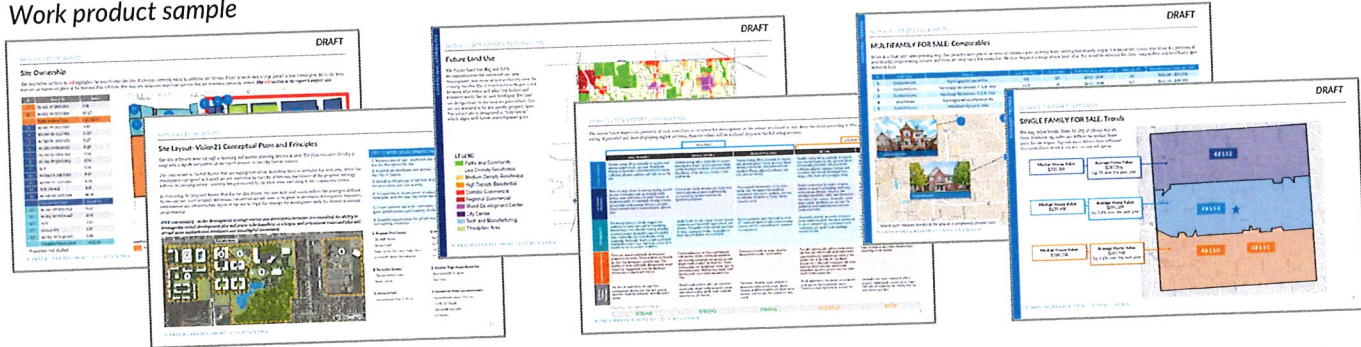
PMR partnered with the City of Livonia to conduct a comprehensive retail needs assessment identifying the commercial uses best aligned with local demand, demographics, and consumer behavior. The analysis combined a quantitative review of existing supply—including retail inventory, vacancy, rent trends, and development pipelines—with an evaluation of consumer activity.

We also analyzed Livonia's demographic profile, purchasing power, household composition, and lifestyle preferences. With an older-leaning population, strong incomes, and high homeownership, Livonia shows demand patterns distinct from peers. Using a standardized five-minute drive-time approach, PMR benchmarked Livonia against similar cities within a 50-mile radius, revealing potential undersupply in categories such as apparel, food-and-beverage, and daily-needs retail.

PMR further assessed visitor traffic around the Five Mile/Farmington corridor and civic campus, identifying more than one million annual visits—primarily from Livonia residents—indicating a solid foundation for expanded commercial activity. Combined with supply gaps and strong consumer indicators, these insights helped pinpoint the retail categories most likely to succeed.

This data-driven approach guided opportunity identification, supported retail recruitment strategy, and advanced Livonia's vision for a more active, walkable, and amenity-rich commercial environment.

### Work product sample





## Project Details

### Services Provided:

Development Feasibility & Advisory  
 Strategic Planning & Visioning  
 Ongoing Real Estate Advisory  
 Land Acquisition  
 Owner's Representation

Size: 1,900 acres

Location: Wayland, MI

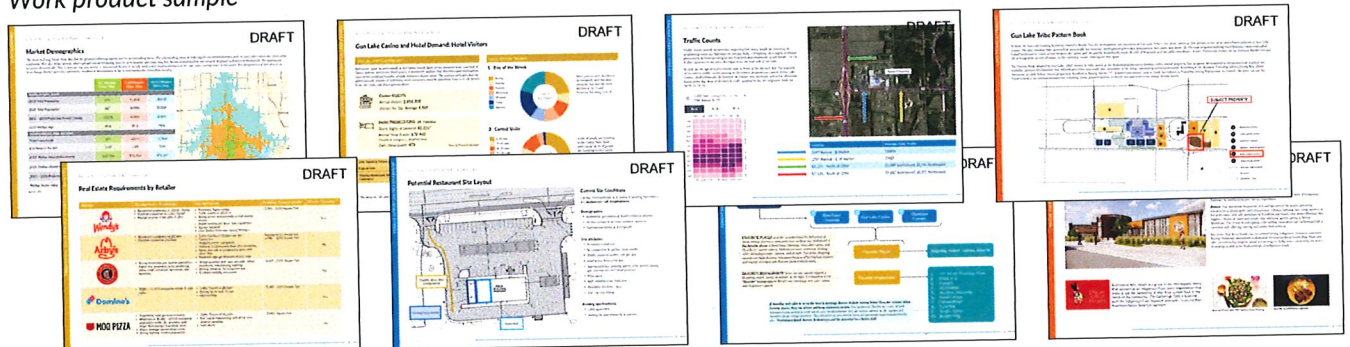
# Gun Lake Tribe & Investments

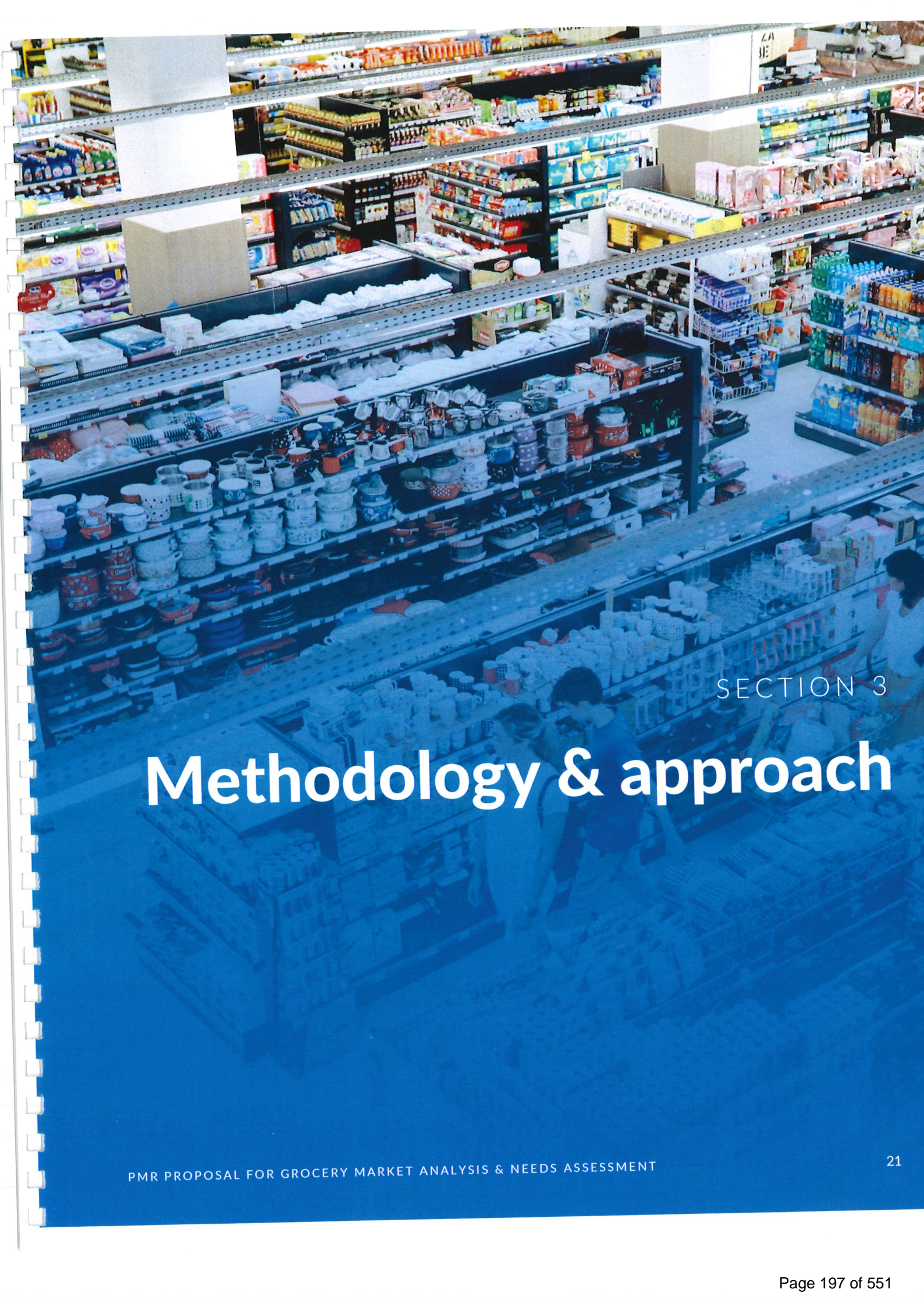
The Gun Lake Tribe, descendants of the Potawatomi Indians, is a sovereign tribal nation in West Michigan with more than 2,000 acres of land holdings. The tribe owns and operates Gun Lake Casino and is active in economic development, infrastructure, housing, and government services for its citizens. Gun Lake Tribe hired Plante Moran Realpoint as its long-term trusted advisor for all things real estate.

Among the many special projects and development opportunities that PMR has assisted with as part of our work with the tribe was a highest and best use options study to establish development and/or user options for a vacant retail space. Using tools including Placer.ai, PMR assessed the site and market conditions, retail demand, and potential tenant options. Through our analysis, the PMR team identified the need for a dining option that would be quick, easy, and attractive for nearby casino staff and patrons as well as local community members. We provided data on potential tenants that fit the bill, including a variety of national fast-food franchises and an alternative of creating a new café that offered Native American cuisine.

The tribe used PMR's detailed analysis to decide that a Native American café would be ideal for the vacant space. It would meet the needs of casino staff and other local workers looking for quick and affordable meals on their breaks, while also providing an opportunity for the local community and travelers alike to connect to each other and Native American culture in a fresh, welcoming space.

### Work product sample





SECTION 3

# Methodology & approach

PROPRIETARY AND CONFIDENTIAL

# Methodology & approach

## PMR Proposed Methodology

PMR will implement a comprehensive, multi-step approach that integrates **data analysis, benchmarking, and strategic planning** to meet all requirements outlined in the RFP.



## Project Alignment

### Setting the foundation for success

This phase is a value-add for PMR clients. Setting expectations and defining desired outcomes leads to a smooth and efficient data collection and subsequent analysis process. Our approach involves significant engagement from stakeholders who understand the physical, social, and cultural make up of the communities that they live and work in. This phase will foster a retail needs assessment that addresses the issues that are important and relevant to the needs and goals of the Muskegon public.



# Market Analysis

We take an unbiased look at market factors of supply and demand by use, regional and local economic factors, physical and site-specific characteristics, and critical market conditions that affect the feasibility and sustainability to generate recommendations with greater confidence.

## Peer City Benchmarking

PMR will benchmark Muskegon against comparable communities in Michigan and the Midwest that mirror its demographics, income levels, neighborhood structure, and food access challenges. We will evaluate which grocery models have succeeded in these peer markets—from independent operators and co-ops to small-format chains—and identify the attraction strategies, operational structures, and community engagement practices that led to successful implementation. These insights will guide Muskegon’s approach to feasible grocery models and partner outreach.

## Assessing Demand in a Market



### SITE & MARKET CONDITIONS

- Physical context
- Legal/Zoning
- Demographics data
- Socioeconomic data
- Existing supply trends

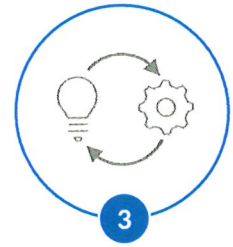
**Outcome:** Preliminary support for potential uses



### MARKET POTENTIAL

- Market comparables
- Comparisons to other markets
- Supply equilibrium
- Future supply trends
- Interviews & field study (if necessary)
- GAP analysis for demand (if necessary)
- Market support

**Outcome:** Confirmation of market demand



### IMPLEMENTATION STRATEGY

- Development structures
- Risk considerations
- Financing considerations
- Potential partners
- Next steps

**Outcome:** Strategy for how execute on the use identified

## Market Gap Analysis

PMR will quantify demand by analyzing household demographics, income distribution, and consumer expenditure patterns specific to Muskegon. Using a grocery-specific retail leakage analysis, we will measure where residents currently shop and the types of products and formats they leave the city to obtain. This analysis will reveal the size and composition of Muskegon’s grocery market gap and determine whether demand supports different store formats or multiple models. Findings will directly inform feasibility recommendations.

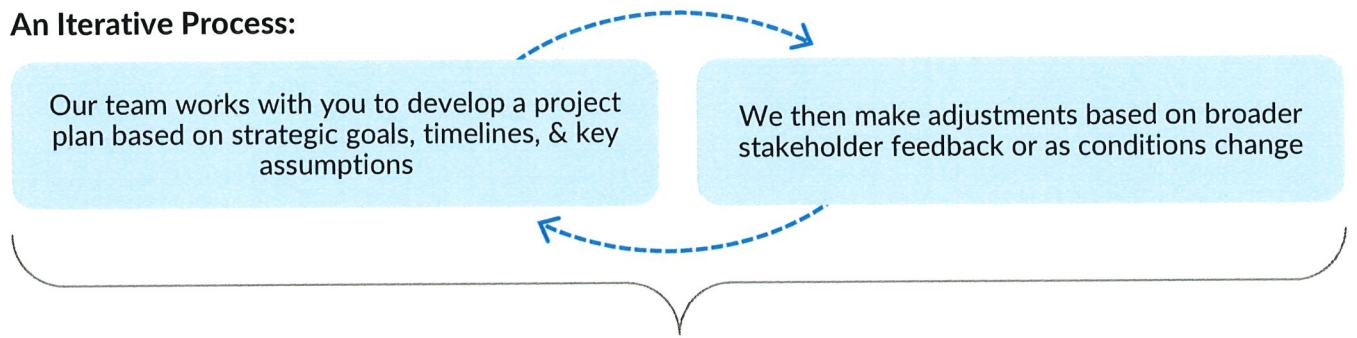


# Community Needs Assessment

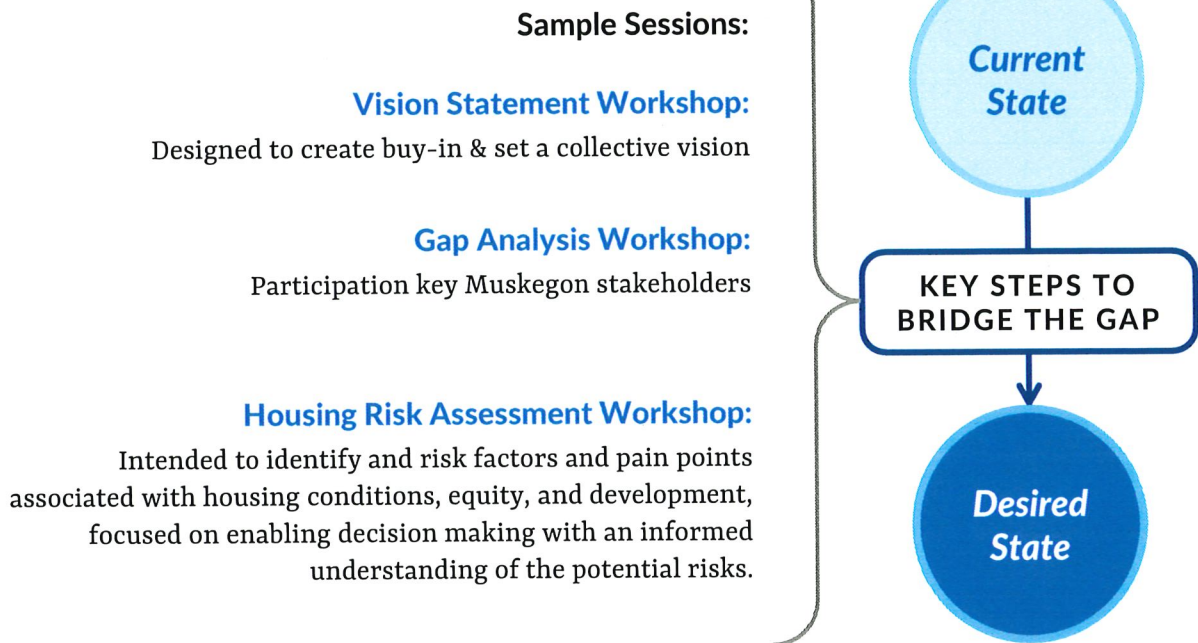
## Planning & Alignment (Internal Focus)

A series of Workshops and Interviews to develop a common goal to deliver successful grocery establishments to Muskegon

### An Iterative Process:



A plan that provides shared understanding among stakeholders



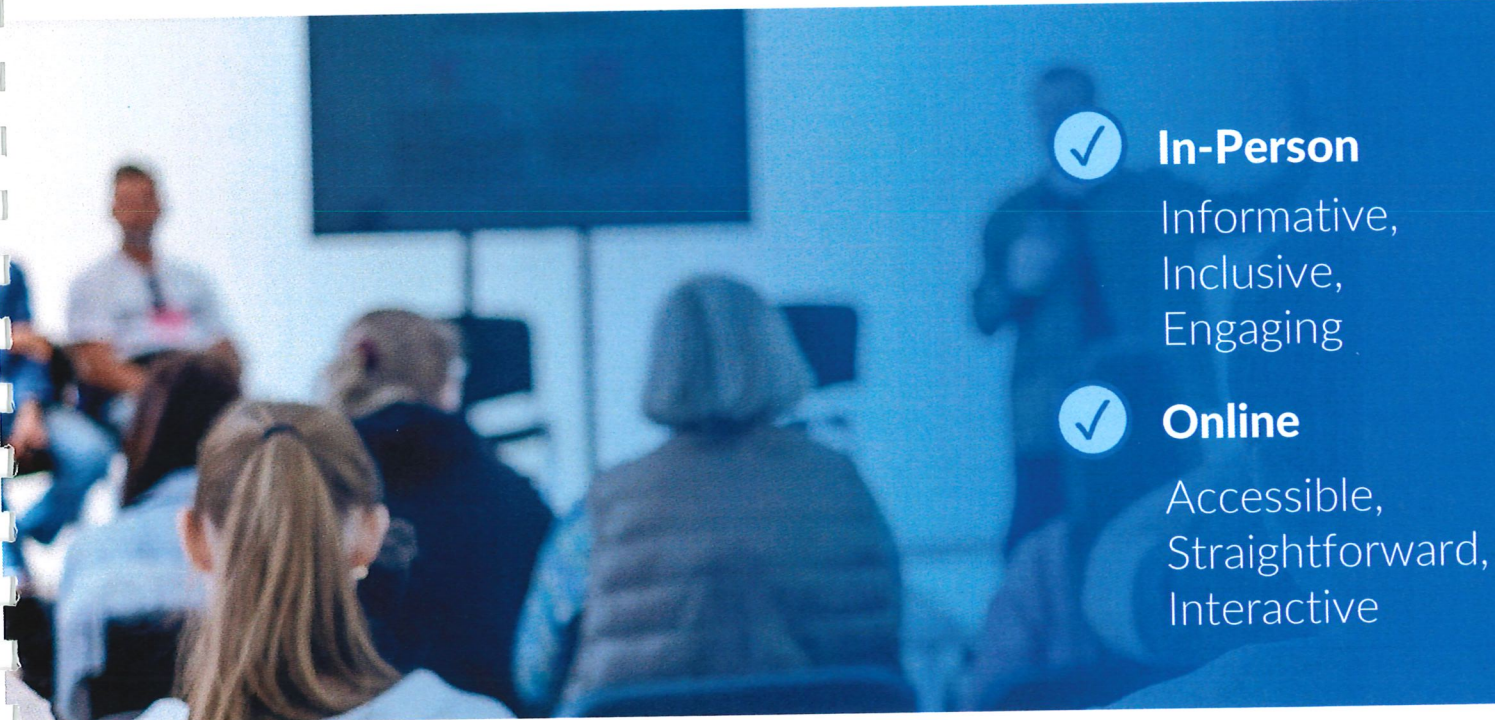
## Facilitating community sessions for Muskegon

PMR, with input from Muskegon, will plan, organize, and facilitate community forums, town halls, and informational meetings, including small-group sessions and discussions with civic groups, nonprofits, neighborhood associations, and business leaders. We will collaborate to identify the right volume of sessions, format, and number of attendees necessary to inform the market assessment.

**Plan**, organize, and facilitate community forums, town halls,

**Facilitate** small-group sessions and stakeholder discussions

**Create** structured opportunities for the public to provide feedback, ask questions, and express concerns in a constructive manner



### In-Person

Informative,  
Inclusive,  
Engaging



### Online

Accessible,  
Straightforward,  
Interactive



# Feasibility & Recommendations

## Financial feasibility

Trustworthy analysis for potential real estate developments

Real estate development has always been complex, but in today's cost and rate environment, they've become especially challenging. Plante Moran Realpoint offers highly dynamic financial modeling, capable of testing a variety of scenarios surrounding changes to project schedules and budgets. Our team can model any asset class, with any mixture of complex debt and equity stacks, and any phasing or scheduling requirements. We can also incorporate any incentive program directly into a custom model for your development. With a clear understanding of their project's feasibility, you can be confident in your decision-making.

Our approach to financial modeling

We work closely with you to tailor the project's financing strategy to your specific risk profile and capital requirements. We understand that a "successful" project may look different to different stakeholders and owners given their overall goals. Oftentimes, other factors must make more of an impact in decision-making, such as legacy and community engagement rather than traditional return metrics. Our team will weigh these factors appropriately throughout the analysis depending on your goals and vision.

### Financial feasibility

- Identify mission, goals, & vision
- Initial financial pro forma & return metrics
- Development structure options
- Incentive identification
- Economic & fiscal impact



### Cash Flow Projections

Year	1	2	3	4	5	6	7	8	9	10
Revenue	...	...	...	...	...	...	...	...	...	...
Operating Expenses	...	...	...	...	...	...	...	...	...	...
Capital Expenditures	...	...	...	...	...	...	...	...	...	...
Net Cash Flow	...	...	...	...	...	...	...	...	...	...

### Sources & Uses

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Operating Expenses	...	...	...	...	...	...	...	...	...	...
Capital Expenditures	...	...	...	...	...	...	...	...	...	...
Debt Service	...	...	...	...	...	...	...	...	...	...
Equity Contributions	...	...	...	...	...	...	...	...	...	...

### Return Metrics & Sensitivities

Metric	Average Cash Flow (ACF)					Average Cash Return (ACR)				
	10% Acft	15% Acft	20% Acft	25% Acft	30% Acft	10% Acr	15% Acr	20% Acr	25% Acr	30% Acr
WFLD-DCOST	...	...	...	...	...	...	...	...	...	...
WFLD-PPV	...	...	...	...	...	...	...	...	...	...
WFLD-IRR	...	...	...	...	...	...	...	...	...	...
WFLD-ROI	...	...	...	...	...	...	...	...	...	...

## Highest & best use / development strategy

Drive real estate development decisions with data & fieldwork

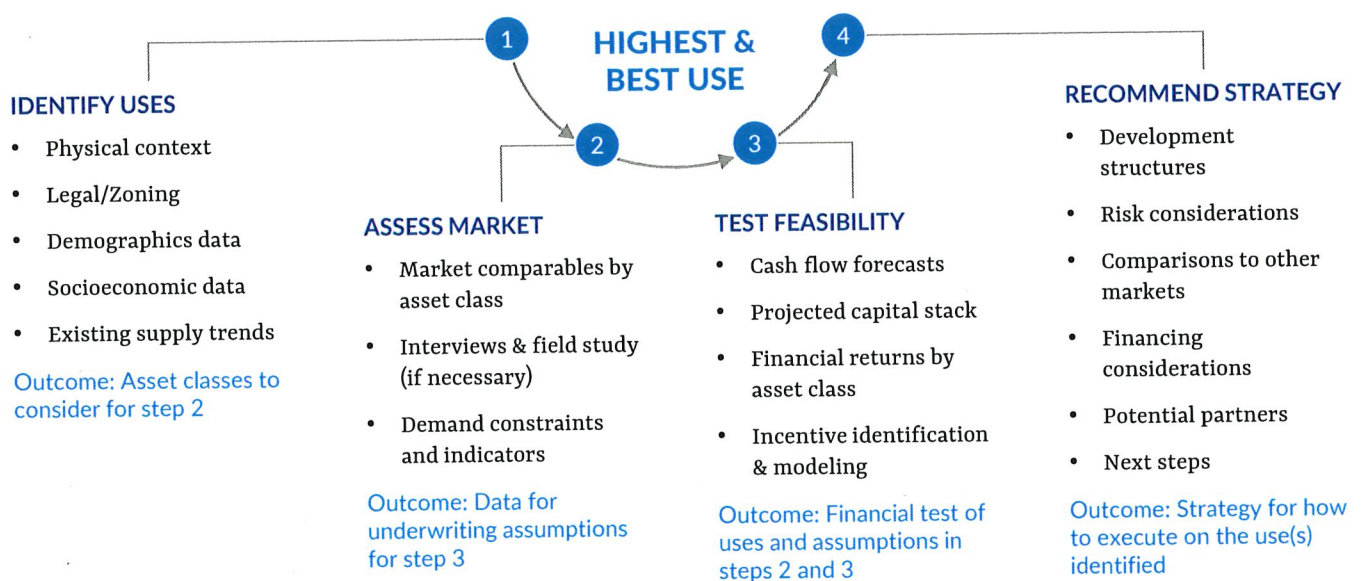
Underutilized buildings and land are ripe for real estate development, but not all uses are feasible for your site or market. By assessing the physical, legal, and market opportunities and constraints on your site or in your market, Plante Moran Realpoint's highest and best use analysis helps government, institutional, and private real estate owners understand the investment potential for their sites and determine a strategy for implementation based on the determined use.

Identifying grocery models and brands that fit Muskegon's needs

PMR will perform a match analysis using our best-in-class resources that compare the attributes of a specific location with the behavioral and demographic profiles of brands' existing customers to identify strong fits. Our analysis and tools evaluate factors such as building size and physical site characteristics, local demographics (including age, income, household composition, and population density), and visitor behavior patterns drawn from anonymized mobile location data. Our analysis includes factoring in covenants by studying what other retailers or anchors successfully attract similar customer profiles. Additional variables like drive-time trade areas, foot-traffic volumes, visit frequency, daytime population, and competitive presence help refine the recommendation. By combining these inputs, PMR's data-driven matches indicate which models and brands are most likely to succeed at a given site based on proven customer and location alignment.

A holistic analysis of real estate use potential

What sets our analysis apart is the experience of our team, the comprehensive nature of our research, and our ability to tailor the study to fit your needs. Our analysis generally includes the activities described in the graphic below, but as needed, we can include further scrutiny on demand forecasting, field studies, additional financial modeling, and exploration of different sensitivities or return metrics.



## Final deliverables

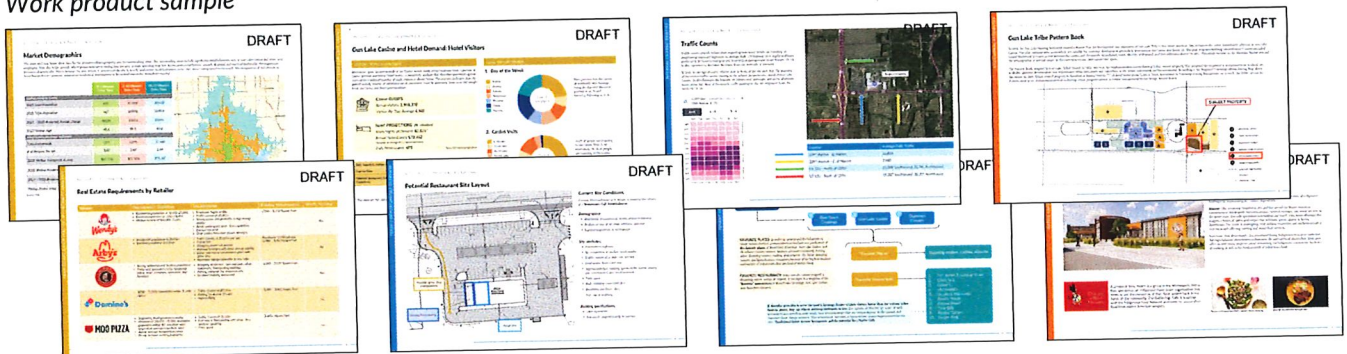
Driven by the methodologies on the previous slides, our project plan will generate the following two deliverables to the City of Muskegon;

### RETAIL DEVELOPMENT PLAN

PMR will create a strategic retail development plan aligned with Muskegon's vision and market realities. The plan will include:

- Recommended retail categories and niches
- Extensive list of target retailers with rationale
- Industry trends, forecasts, and competitive landscape
- Store location trends and NAICS codes
- Key statistics, growth projections, and emerging subsectors
- Suggested locations for targeted retail based on data gathered

#### Work product sample

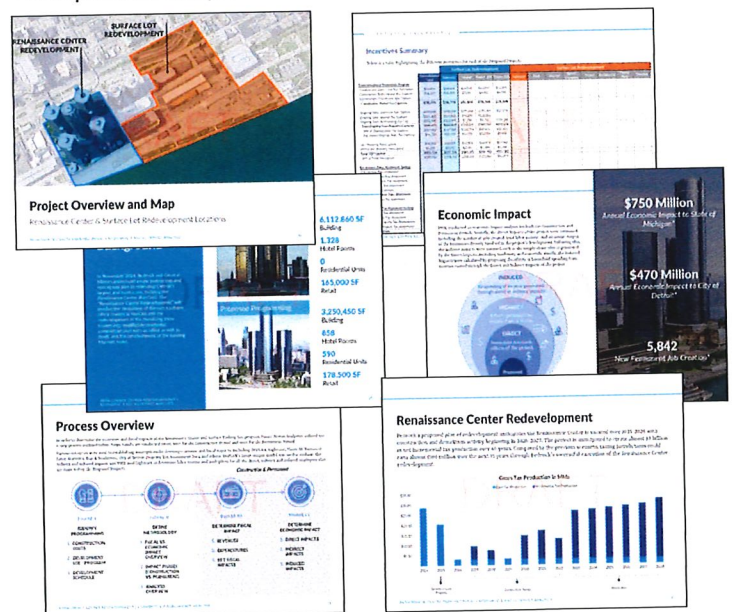


### MARKETING PACKAGE

PMR will design three tailored marketing packages for specific retailers identified in the plan. Each package will include:

- Trade area and customer profile data
- Demographics and spending patterns
- Potential locations and site details
- City amenities, history, and brand positioning
- Tax information, leasing rates, incentives, parking, infrastructure
- Projected sales data and other pertinent details

#### Work product sample





## Mapping

### Trade Area Definition & Analysis

PMR will identify trade areas using two complementary approaches. First, we will leverage advanced geolocation tools such as Placer.ai to measure real-world foot traffic behaviors and understand customer movement patterns.

Second, we will define trade areas for local grocery amenities based on 5, 10 and 15-minute drive times, using demographic and household data to capture neighborhood-level demand. Both approaches incorporate factors such as population density, competing districts, destination attractions, traffic patterns, transportation infrastructure, retail mix, store sizes, and site accessibility.

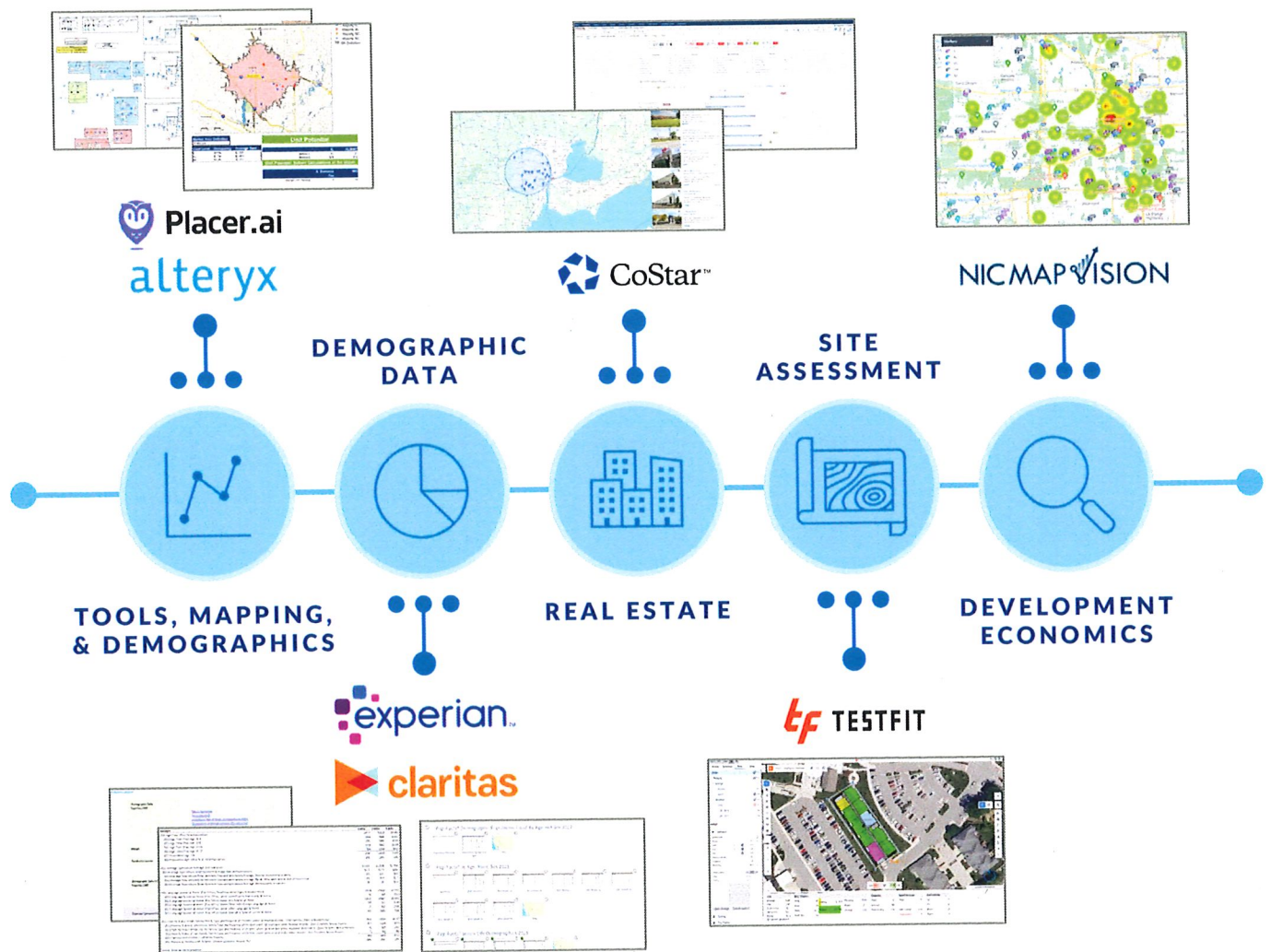
Where possible, PMR will integrate actual customer spending data to help with accuracy. This analysis will identify new potential customers and additional market sales potential.

### Customer Profiles

PMR can perform a comprehensive match analysis by using tools such as Placer.ai to align sites with the users who best fit their demographic, behavioral, and visitation profiles. By leveraging Placer's insights into household characteristics, lifestyle segments, mobility patterns, and trade-area behavior, PMR can identify the audiences most likely to engage with a given property. Additionally, PMR can evaluate co-tenancy dynamics by analyzing foot-traffic overlap, cross-shopping behavior, and shared customer bases between prospective tenants. Together, these capabilities allow PMR to recommend optimal site-user matches and co-tenancy mixes that strengthen a property's market performance.

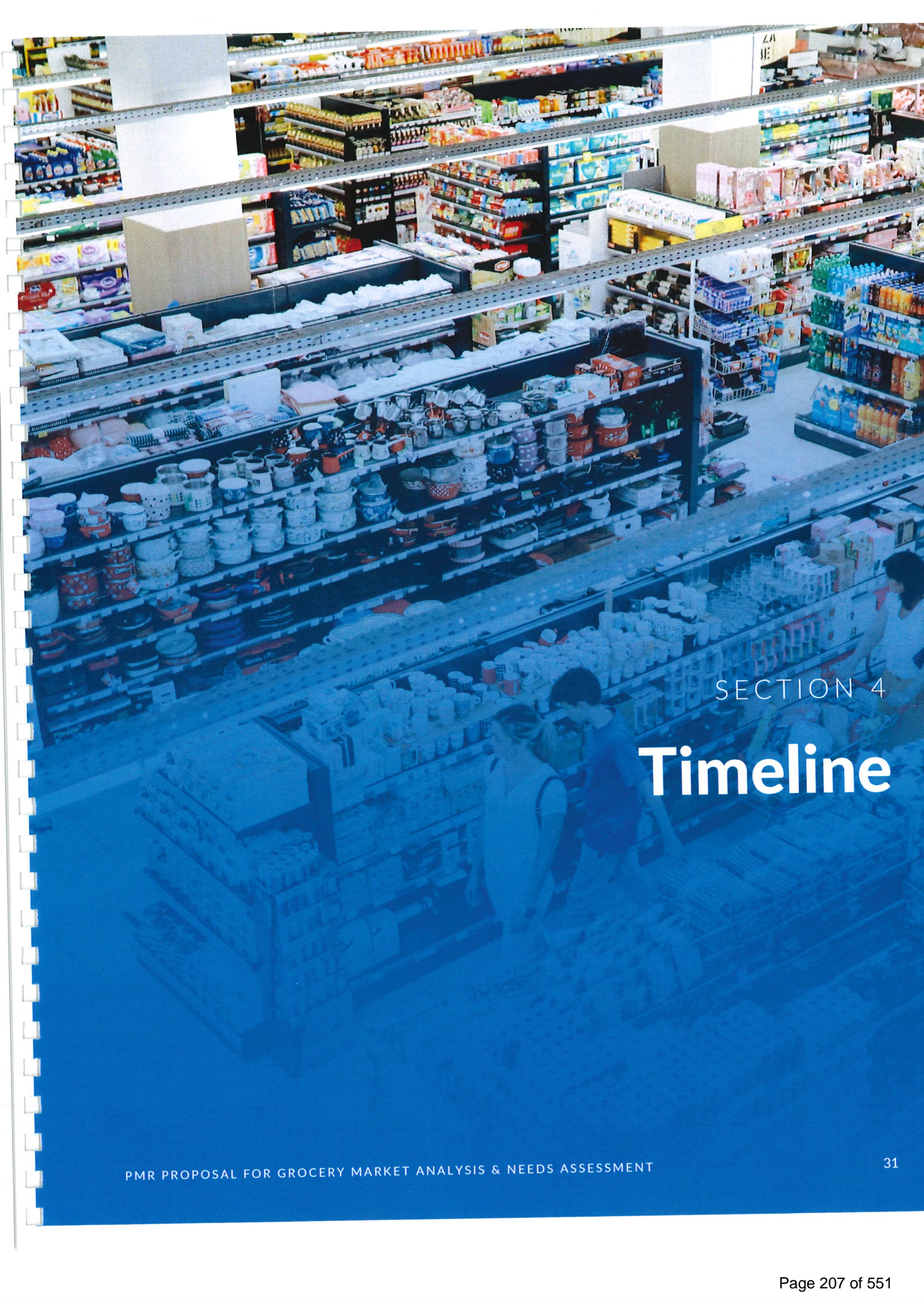
## Technology capabilities to support Muskegon

PMR leverages leading analytics and location-intelligence platforms to deliver accurate real estate and economic insights based on verified, current data. These tools help us identify trends, assess market conditions, and model future scenarios with precision. By pairing this technology with our team’s experience, we synthesize demographic, industry, real estate, workforce, and consumer data within a broader regional context to surface opportunities and challenges. This holistic approach supports clear, actionable strategies aligned with each community’s goals, giving stakeholders reliable information for well-informed decisions.



Additional Relevant Software:





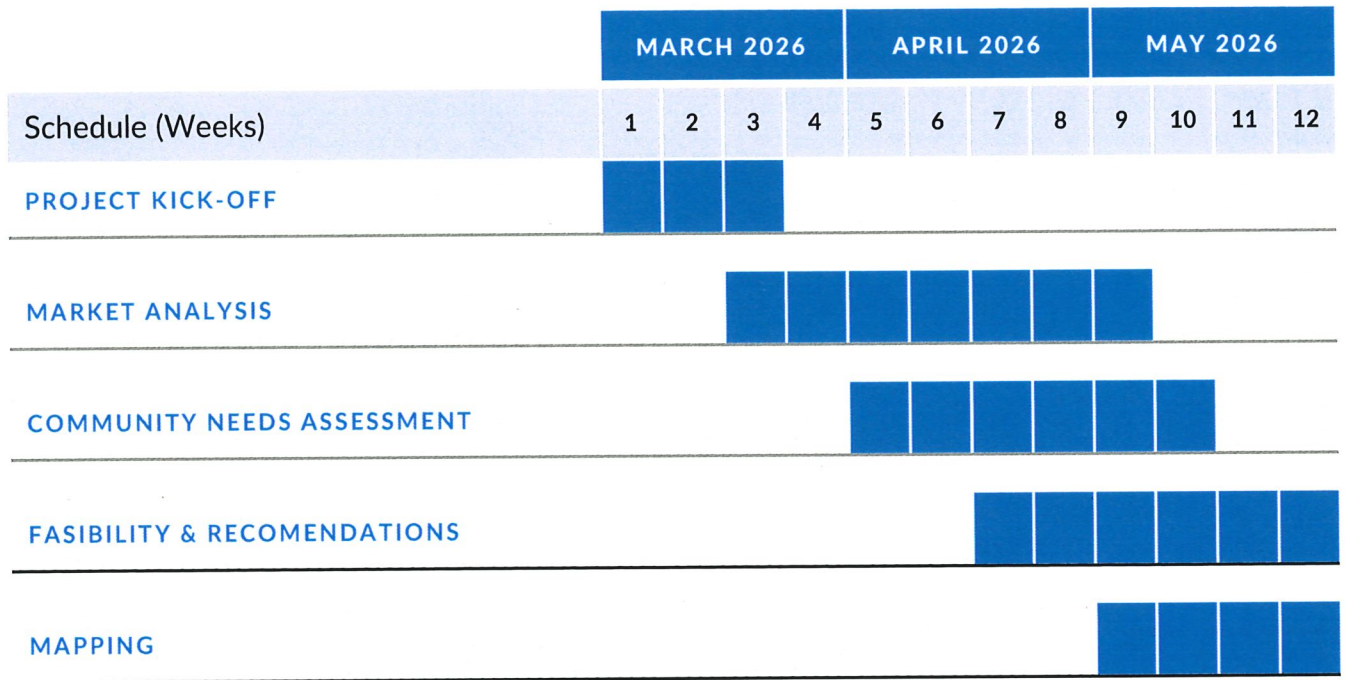
SECTION 4

# Timeline

# Timeline

## Proposed project schedule

Our proposed timing is intended to align with the stated milestones in the RFP. Choosing PMR brings flexibility, and we can be ready to adapt our plan to remain in sync with the City of Muskegon should project components or milestones evolve.





SECTION 5

# Cost proposal

# Cost proposal

We feel very strongly that using an “open book” mentality in all transactions gives the greatest likelihood for success for PMR and our clients. In our experience, transparency and an open line of communication is the most effective tool for cost management throughout the engagement. Based on our understanding of the Muskegon Grocery RFP, we believe the full scope of project goals can be effectively accomplished within a \$27,500 budget. If desired, can expand on our methodology in the stakeholder engagement by up to an additional \$7,500 that would allow us to enhance the depth of findings and support broader representation intended to promote the diversity of viewpoints included in the final recommendations.

If any assumptions or fee structures are not materially aligned with your expectations, PMR is always open to discussion to gain mutual understanding and alignment before work commences. Our advisory services fee proposal consists of a time-and-materials estimated fee broken out into two sections below:

	NOT TO EXCEED FEE
<b>GROCERY RFP SERVICES</b>	<b>\$30,000</b>
Staff: Partner, Principal, Vice President, Consultant	

PMR has successfully worked together with its clients to arrive at mutually agreeable contract scopes and terms to assist in overseeing billions of dollars of ongoing work. PMR conditions its proposal upon working with you to understand their needs further and arrive at a mutually agreeable contract form and refined scope of services consistent with industry norms and insurable under industry standard insurance policies.

## Reimbursable costs

PMR shall be reimbursed for all actual, reasonable out of pocket expenses (travel, mileage, reproduction, etc.), and any other extraordinary costs unnecessary for the performance of the services, as reasonably determined by the City incurred by PMR in the performance of such Services.

A mutually agreed upon schedule of reimbursable costs would be provided for the duration of the engagement.

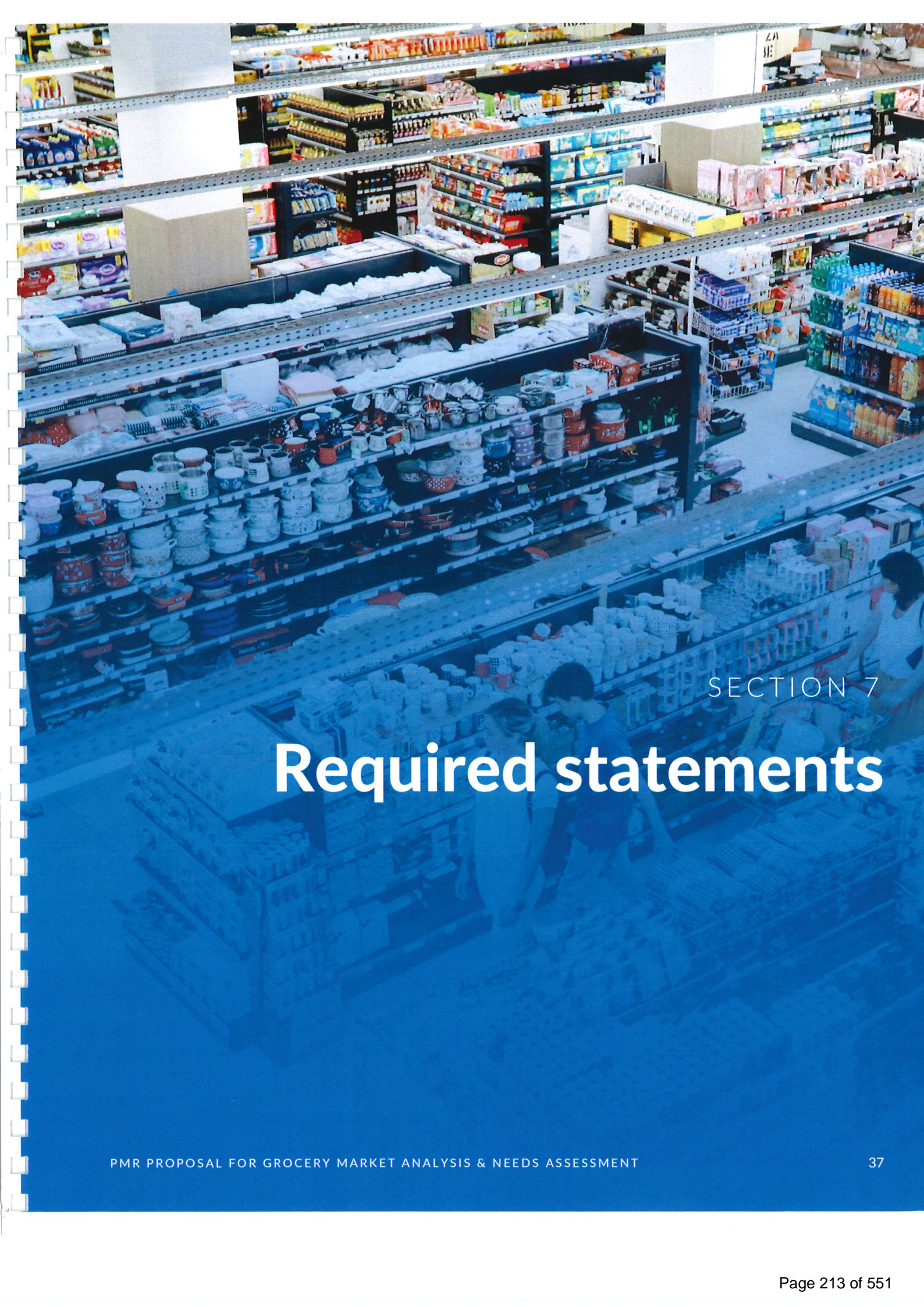


SECTION 6

# Conflict of interest

# Conflict of interest

PMR is not aware of any relationships that would be perceived as a conflict of interest. PMR is built on a foundation of integrity and independence. As your advisor, we bring dedicated resources, proven processes, and deep experience to guide you in making the right strategic, financial, and mission-driven decisions.



SECTION 7

# Required statements

# Required statements

Plante Moran Realpoint will comply with all applicable federal, state, and local regulations. Our firm's policy regarding our commitment to non-discrimination in employment practices is outlined below. This proposal is valid for 60 days from the date of submission.

## EEO Policy

Plante Moran's Equal Employment Opportunity (EEO) policy complies with all laws enforced by the U.S. Equal Employment Opportunity Commission to prevent discrimination in employment, the Occupational Safety and Health Act of 1970, the Fair Labor Standards Act, the Family and Medical Leave Act of 1993, and others.

Our firm also has specific policies and practices as documented in our Personnel Manual (which all staff must review and sign annually), including:

- A strong anti-harassment policy that includes clear definitions of prohibited conduct, multiple avenues for filing complaints, and protection against retaliation. We take immediate and appropriate action should harassment be reported.
- Providing ongoing training for all staff at all levels to foster an inclusive culture and help everyone understand their rights and responsibilities. We promote an inclusive workplace by encouraging respect for personal differences and fostering an environment of professionalism. This includes celebrating diverse cultures and perspectives through various company events and initiatives.
- Engaging in hiring, promotion, and compensation practices based on neutral and objective criteria to avoid biases. We conduct regular self-analyses so that these practices do not inadvertently disadvantage any group.
- Regularly monitoring our employment practices and performance appraisal systems to identify and address any patterns of potential discrimination.
- Regularly reviewing and updating EEO as part of compliance with current laws and best practices. We maintain open lines of communication and encourage staff to voice any concerns without fear of reprisal. We have established clear procedures for reporting and resolving complaints to address issues promptly and fairly.

May 7, 2026

VIA EMAIL TO: [jake.eckholm@shorelinecity.com](mailto:jake.eckholm@shorelinecity.com)

Mr. Jake Eckholm  
Director of Development Services  
City of Muskegon  
933 Terrace Street  
Muskegon, MI, 49440

**RE: Proposal for Real Estate Consulting Services For City of Muskegon**

Dear Mr. Eckholm:

Thank you for the opportunity to allow Plante Moran Realpoint, L.L.C. (“**PMR**”) to present this proposal to provide the Real Estate Consulting Services outlined in this letter (the “**Services**”) to City of Muskegon (“**Muskegon**”).

PMR agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any related architect, engineer, property owner, landlord, contractor or vendor.

## **ENGAGEMENT**

---

It is our understanding that the engagement generally will involve providing Real Estate Consulting Services for the City Grocery Analysis (the “**Project**”). The consulting services to be provided by PMR for this engagement are more particularly described in the Scope of Services attached as Exhibit A (the “**Services**”) and will be performed subject to the Terms and Conditions attached as Exhibit B.

In preparing this proposal, PMR has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMR in determining the required Scope of Services designated on Exhibit A, PMR's compensation for its Services, and the terms of this engagement:

- Muskegon will provide, or cause to be provided, full information necessary for PMR’s services.
- PMR shall be entitled to rely on information provided by Muskegon or provided on Muskegon’s behalf.
- Designated Representative: Muskegon designates Jake Eckholm as Muskegon’s Designated Representative for the purposes of this engagement, as more fully outlined in Exhibit B.

**COMPENSATION**

---

PMR will be compensated by Muskegon for its Services in accordance with the payment terms in Exhibit B as follows:

**Consulting Services**

Hourly Fee – PMR shall be paid a fee equal to the number of hours worked by each of PMR’s personnel multiplied by PMR’s current standard hourly rate for such personnel, but not to exceed Thirty Thousand no / 100 dollars (\$30,000.00).

Progress Payments - PMR shall invoice monthly based on the hours worked.

**Reimbursable Expenses**

PMR shall be reimbursed the actual out of pocket expenses (mileage, travel, reproduction, etc.) incurred by PMR in the performance of its Services.

PMR’s hourly rates are as follows:

Partner: \$405.00 - \$635.00

Principal \$375.00 - \$465.00

Senior Vice President: \$285.00 - \$400.00

Vice President: \$165.00 - \$370.00

Senior Consultant: \$135.00 - \$255.00

Consultant: \$130.00 - \$215.00

Administrative: \$125.00 - \$135.00

PMR’s hourly rates are subject to a 5% annual adjustment.

**ACCEPTANCE & TERM**

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To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign below and return it to me. Upon execution, this proposal (including Exhibits A and B) will become a binding agreement (the “**Agreement**”) between Muskegon and PMR.

This Agreement is effective and PMR’s Services will commence as of the Agreement's execution. The term of the Agreement shall continue until PMR completes its Services.

Should you have any questions please contact me at 248-603-5373.

Sincerely,

PLANTE MORAN REALPOINT, L.L.C.

Only Sign Final Copies On Locked PDF's For Distribution to Client. Do Not Affix Signature Without Prior Authorization of the Undersigned

Tori Manix  
Partner

We accept this proposal, including Exhibits A and B attached hereto, which sets forth the entire Agreement between Muskegon and PMR for the Services specified herein. We acknowledge that such acceptance creates a binding agreement between Muskegon and PMR.

Accepted and Agreed:

CITY OF MUSKEGON

/

---

By: Jake Eckholm

Date

Its: Director of Development Services

## Exhibit A Scope of Services

Upon execution of PMR's proposal dated May 7, 2026, this Exhibit A shall be incorporated into the Agreement between Plante Moran Realpoint, L.L.C. ("**PMR**") and City of Muskegon ("**Muskegon**").

**Real Estate Consulting Services:** The activities constituting PMR's Real Estate Consulting Services on behalf of client for the Grocery Market Analysis may be comprised from the following:

1. **Benchmarking:** Benchmark Muskegon against at least 2 comparable communities in Michigan and at least 2 in the Midwest that mirror its demographics, income levels, neighborhood structure, and food access challenges. Identify grocery models that have succeeded in these peer markets and attraction strategies, operational structures, and community engagement practices intended to lead successful implementation.
2. **Market Gap Analysis:** Quantify demand for grocery retail by analyzing local household demographics, which may include income distribution, and consumer expenditure patterns specific to Muskegon. Using a grocery-specific retail leakage analysis, provide insight into where residents currently shop and the types of products and formats they leave the city to obtain.
3. **Stakeholder Engagement:** With guidance from Client regarding stakeholder identification, volume and format, PMR will facilitate stakeholder engagement intended to inform project deliverables.
4. **Retail Development Strategy:** provide Client with a retail development plan that may include:
  - a. Recommended retail categories and niches
  - b. List of target retailers along with rationale
  - c. Industry trends, forecasts, and competitive landscape
  - d. Store location trends and NAICS codes
  - e. Key statistics, growth projections, and emerging subsectors
  - f. Suggested locations for targeted retail based on data gathered
5. **Marketing Package:** development of marketing package that may include:
  - a. Trade area and customer profile data
  - b. Demographics and spending patterns
  - c. Potential locations and site details
  - d. City amenities, history, and brand positioning
  - e. Tax information, leasing rates, incentives, parking, infrastructure
  - f. Projected sales data and other pertinent details

**Exhibit B**  
**Terms & Conditions**

Upon execution of PMR's proposal dated May 7, 2026, this Exhibit B shall be incorporated into the Agreement between Plante Moran Realpoint, L.L.C. ("**PMR**") and City of Muskegon ("**Muskegon**").

**1. PMR's SERVICES:**

- 1.1. PMR's services (the "**Services**") include the consulting services designated in Exhibit A to the Agreement and additional services, if any, performed by PMR in connection with its engagement under the Agreement. PMR shall perform the Services in accordance with the Terms and Conditions in this Exhibit B.
- 1.2. PMR's Services are inherently advisory in nature. PMR has no responsibility for, nor do its Services include, any management decisions or management functions of Muskegon in connection with this engagement to provide the Services outlined herein. PMR and Muskegon acknowledge that PMR shall have no authority, express or implied, to enter into written or oral agreements on behalf of Muskegon, to take any other actions with respect to Muskegon's projects, transactions, or other business affairs of Muskegon, or to commit or otherwise obligate Muskegon in any manner whatsoever. Further, Muskegon acknowledges that Muskegon is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of PMR's Services and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by PMR in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement.

**2. Muskegon RESPONSIBILITIES:**

- 2.1. Muskegon represents that its Designated Representative identified in the assumptions to PMR's proposal has the necessary skill, knowledge, experience, and authority to act on Muskegon's behalf to be the contact person for purposes of the communications between Muskegon and PMR and to provide direction to PMR regarding the Project and PMR's Services.
- 2.2. Muskegon shall provide full information to PMR regarding Muskegon's requirements as necessary for the performance of PMR's Services.
- 2.3. Muskegon shall provide information, review documents provided by PMR, and render decisions relating to PMR's Services on a timely basis so as not to delay the performance of PMR's Services.
- 2.4. Muskegon shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys and risk management consultants, as reasonably required for the performance of PMR's Services.

- 2.5. Muskegon shall obtain all permits required for its use and operation of the project, facilities, and systems which are the subject of this engagement, including, by way of example, air and water discharge permits for operation of manufacturing process equipment.
- 2.6. Muskegon shall pay PMR for Services in accordance with the payment terms in the Agreement and these Terms and Conditions. For Services rendered, these rights and obligations shall survive the Agreement's termination or expiration.
- 2.7. Muskegon agrees to report promptly in writing to PMR any default or defect in PMR's services or non-conformance with any provision of this agreement.

**3. PMR'S RESPONSIBILITIES:**

- 3.1. PMR shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.
- 3.2. PMR does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by PMR for use in connection with its Services. Analysis prepared by PMR represents PMR's professional judgment as a consultant. It is recognized, however, that neither PMR nor Muskegon has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMR cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by Muskegon, or from any Analysis prepared by PMR.
- 3.3. PMR is not an attorney at law, and the Services provided by PMR exclude professional legal services. If the scope of PMR's Services includes assistance with the negotiations of agreements on behalf of Muskegon, such agreements shall be subject to Muskegon's approval. Muskegon shall provide for the review of such agreements by Muskegon's attorneys and insurance consultants as deemed to be appropriate by Muskegon.
- 3.4. PMR's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.
- 3.5. PMR shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or

omission. Notwithstanding the foregoing, PMR and Muskegon shall make a good faith effort to mitigate any impacts of such circumstances to PMR's Services.

**4. COMPENSATION:**

- 4.1. For the performance of Services, Muskegon shall compensate PMR as provided in the Agreement. Unless provided otherwise in the Agreement, PMR shall submit monthly invoices for Services rendered by PMR to Muskegon. All invoices shall be prepared in accordance with the compensation terms in the Agreement and Muskegon agrees to pay invoices within thirty (30) days after receipt thereof; provided, however, that in the event Muskegon disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by Muskegon may be withheld until such dispute is resolved. Time is of the essence with respect to Muskegon's payment obligations hereunder. All billings not in dispute are payable within thirty (30) days of receipt of invoice. Interest at the rate of one and one half (1-1/2%) percent per month shall be added to delinquent payment amounts. Any amounts in dispute by Muskegon shall not accrue an interest charge.
- 4.2. PMR shall be entitled to additional compensation if any of the following occur: increase in the Scope of Services designated in the Proposal or other changes in the scope of PMR's Services; change in any of the key assumptions of this engagement listed in the Agreement; change in the time period for performance of PMR's Services; change in the nature of the Services required to be performed, including changes that require more effort or resources of PMR; delay or interruption in the Project.
- 4.3. Should PMR be required to provide evidence, prepare for hearings, evaluate claims, assist in the review or preparation of claims or defenses, or otherwise participate or assist in the resolution of legal disputes either: (i) on behalf of Muskegon or (ii) resulting from PMR's role providing its Services to Muskegon (unless caused by PMR's gross negligence or intentional misconduct), PMR will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMR's personnel multiplied by PMR's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMR in performance of such services.
- 4.4. Any taxes or fees, enacted by local, state or federal government subsequent to the date of this agreement, and based on gross receipts or revenues will be added to the amounts due under this agreement, in accordance with any such fees or taxes.
- 4.5. The rights and obligations of this Article 4 shall survive the Agreement's termination or expiration, but only if Muskegon has not compensated PMR as provided in the Agreement. Upon such compensation in full, all rights and obligations under this Article 4 shall immediately terminate.

**5. LIMITATION ON LIABILITY:**

- 5.1. In no event shall Muskegon or PMR be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of PMR with respect to compensation due to PMR under this Agreement.
- 5.2. Except for amounts due PMR under this Agreement, either party's liability under this Agreement shall not in any event exceed the amounts of compensation for Services paid to PMR under this Agreement.
- 5.3. Except for actions to enforce payment to PMR, any claim or cause of action arising under or otherwise relating to this engagement must be filed within one (1) year of the events giving rise to the claim or cause of action.
- 5.4. The rights and obligations of this Article 5 shall survive the Agreement's termination or expiration.

**6. ENVIRONMENTAL CONDITION OF SITE:**

- 6.1. PMR's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that PMR is not, and shall not be considered or required to be, an "owner," "arranger," "operator," "generator," or "transporter" of any Constituents of Concern.

**7. MISCELLANEOUS:**

- 7.1. Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either Muskegon or PMR. The Services performed by PMR under this Agreement are for the sole benefit of Muskegon, and shall not be relied upon by other parties.
- 7.2. PMR and Muskegon may not assign their rights under this Agreement without the prior written consent of the other.

- 7.3. PMR shall be entitled to use Muskegon's name, photographs, renderings, narrative descriptions and similar materials relating to PMR's Services in connection with publications, awards, press releases, and marketing materials.
- 7.4. Provided that Muskegon has paid all amounts due to PMR under this Agreement, Muskegon shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMR in the performance of its Services. PMR shall be entitled to retain copies of such documents for PMR's files. Notwithstanding the foregoing, PMR shall retain all ownership and intellectual property rights in, and Muskegon shall not use or permit the use by others of, all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMR for PMR's use generally and not developed solely for purposes of this engagement.
- 7.5. Any disputes between Muskegon and PMR relating to PMR's Services or this Agreement shall be governed by the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding confidential arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. Such confidential arbitration shall be held in Oakland County Michigan, and the judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. In the event of any dispute between the parties arising out of or in connection with this Agreement or these Terms and Conditions, the prevailing party shall be entitled to recover its costs incurred in connection therewith, including reasonable attorney fees.
- 7.6. No failure by Muskegon or PMR to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy for a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.
- 7.7. The rights and obligations of this Article 7 shall survive the Agreement's termination or expiration.

**8. TERMINATION**

- 8.1. This Agreement may be terminated by Muskegon upon thirty (30) days prior written notice if PMR is in default under this Agreement and fails to cure such default within such thirty day period. In addition, provided that Muskegon is acting in good faith, Muskegon shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMR.

- 8.2. PMR may terminate this Agreement or suspend its Services upon thirty (30) days prior written notice in the event of any of the following defaults by Muskegon and failure of Muskegon to cure such default within such thirty (30) day period: Muskegon fails to make payment of amounts due to PMR under this Agreement; [Click or tap here to enter text.](#) or Muskegon otherwise is in default under this Agreement.
- 8.3. If PMR's Services are suspended for more than thirty (30) consecutive days, PMR may terminate this Agreement upon thirty (30) days prior written notice to Muskegon.
- 8.4. This Agreement shall commence upon execution of the Agreement between PMR and Muskegon and shall continue in effect for the term described in the Agreement, as may be extended by agreement of the parties, unless terminated sooner under the terms of this Section.

**9. THIS AGREEMENT:**

- 9.1. Muskegon and PMR accept the obligations of good faith and fair dealing towards each other with respect to this engagement.
- 9.2. This Agreement includes the proposal executed by PMR and Muskegon, Exhibit A Scope of Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMR and Muskegon, supersedes all prior proposals, negotiations, representations and agreements, whether written or oral, between PMR and Muskegon, and shall govern the relationship between PMR and Muskegon with respect to all Services provided by PMR to Muskegon in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMR and Muskegon.
- 9.3. Neither this Agreement nor PMR's performance of Services shall be deemed to create a partnership or joint venture between Muskegon and PMR.
- 9.4. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the parties hereto and no presumption of burden of proof is to arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

**End of Exhibit B**



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Sale of 1936 Brunswick to Newkirk Electric									
<b>Submitted by:</b> Samantha Pulos, Code Coordinator	<b>Department:</b> Planning									
<b>Brief Summary:</b> Staff is seeking authorization to sell the City-owned vacant lots at 1936 Brunswick to Newkirk Electric.										
<b>Detailed Summary &amp; Background:</b> Newkirk Electric would like to purchase the City-owned buildable lot, 1936 Brunswick, for \$30,000.00 (True Cash Value as determined by the Assessor) plus half of the closing costs and the fee to register the deed. Newkirk Electric will be using the lot for outdoor storage on the property after the acquisition of adjacent parcels.										
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business										
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>										
<b>Amount Requested:</b> n/a	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x					
Yes	No	N/A	x							
<b>Fund(s) or Account(s):</b> n/a	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x					
Yes	No	N/A	x							
<b>Recommended Motion:</b> Authorize the Code Coordinator to complete the sale of 1936 Brunswick, as described in the attached purchase agreement, with a condition that closing be scheduled after landscaping (Arborvitae) is revived along Laketon Ave, and to have the Mayor and Clerk sign the purchase agreement.										
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">x</td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		<b>Name the Policy/Ordinance Followed:</b> Progress toward completion of ongoing economic development projects.
Immediate Division Head	x									
Information Technology										
Other Division Heads	x									

Communication		
Legal Review	x	

## PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **May 12, 2026** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Newkirk Electric Associates Inc.**, of 1875 Roberts Street, Muskegon, MI, 49442, (“Developer”), with reference to the following facts:

### Background

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

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop outdoor storage as described in **Exhibit B**, on each of the Project Property (the “Project”).

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$30,000.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the **\$400** deposit that the Developer has paid to the City of Muskegon.

3. **Construction and Development Requirements.**

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

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer’s obligation to commence and complete construction of outdoor storage on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties free and clear of any lien, mortgage or encumbrance (“City’s Reversionary Right”), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

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

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

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

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

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

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

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

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

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's objection prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

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

tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

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

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

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

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

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

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

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

13. **Default.**

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

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

14. **Closing.**

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

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law;

(ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

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

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

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

Notices shall be sent to the parties as follows:

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

w/ copy to: Parmenter Law  
Attn.: Muskegon City Attorney  
601 Terrace Street, Suite 200  
Muskegon, MI 49440  
Email: john@parmenterlaw.com

To Developer: Jim Anton  
Newkirk Electric  
1875 Roberts  
Muskegon, MI 49442  
Email: jcanton@newkirk-electric.com

17. **Miscellaneous.**

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

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the

parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

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

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

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

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

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

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

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

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

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

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

**CITY:**  
**CITY OF MUSKEGON**  
By: \_\_\_\_\_  
Name: Ken Johnson  
Title: Mayor  
Dated: \_\_\_\_\_

**DEVELOPER:**  
**NEWKIRK ELECTRIC**  
By: \_\_\_\_\_  
Name: JIM ANTON  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ann Marie Meisch  
Title: City Clerk  
Dated: \_\_\_\_\_

**Exhibit A**

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

**Legal Description: CITY OF MUSKEGON CONTINENTAL ADD LOT 4 BLK 13 ALSO INC W  
1/2 OF VAC ALLEY ADJ THERETO**

**Address: 1936 BRUNSWICK STREET, MUSKEGON, MI 49442**

**Parcel #: 61-24-215-013-0027-00**

**Price: \$30,000.00**

## **Exhibit B**

### **Project Description:**

Chain link fence will be installed to match Newkirk's existing fence, to expand their outdoor storage area, at such time that the parcel is used for storage.



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Big Belly Trash Compactors Contract Renewal
<b>Submitted by:</b> Kyle Karczewski, Parks and Recreation Director	<b>Department:</b> DPW- Parks
<b>Brief Summary:</b>  Staff requests authorization to enter into a 36-month renewal agreement with BigBelly for continued operation and servicing of the City's 13 smart solar-powered trash compactors at an annual cost of \$18,476	
<b>Detailed Summary &amp; Background:</b>  The City of Muskegon first deployed 13 BigBelly smart compactors as part of a pilot initiative approved by the City Commission in 2022. The units were installed along the shoreline at Pere Marquette Park and at Margaret Drake Elliott Park. They were selected to address aesthetics, reduce windblown litter, and improve operational efficiency.  During the previous term, the compactors provided several benefits based on staff experience and system data:  Reduced frequency of trash collection due to on-site compaction Decrease in windblown trash compared to open metal receptacles Remote monitoring that allowed staff to dispatch collection only when needed Units remained durable in beach conditions, including sand and high winds Enclosed design improved cleanliness and visitor experience  The new proposal from BigBelly outlines a renewal of the Connect Service Agreement for the upcoming 36-month term of May 23, 2026 through May 22, 2029. The annual cost for all 13 compactors is \$18,476, which is less than the cost of hiring one seasonal employee, even before factoring in equipment, fuel, and supervision. The compactors are deployed in locations where high visitor volume makes it difficult to keep up with traditional trash cans. Food containers and bulky waste quickly fill standard cans, leading to overflowing bins and litter blowing across the beach. BigBelly's compaction system greatly reduces the number of liners used, extends the time between collections, and keeps high-traffic areas significantly cleaner compared to standard receptacles.  The total cost of this 3-year contract is \$55,430.	
<b>Goal/Action Item:</b> 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:**

55,430.00 (Total over 3 Years)

**Budgeted Item:**

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------	-----	--------------------------	--------------------------

**Fund(s) or Account(s):**

101-770

**Budget Amendment Needed:**

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
-----	--------------------------	----	-------------------------------------	-----	--------------------------	--------------------------

**Recommended Motion:**

Move to authorize staff to enter into a 36-month renewal agreement with BigBelly for continued operation and servicing of the City's 13 smart solar-powered trash compactors at an annual cost of \$18,476

**Approvals:**








Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

**Name the Policy/Ordinance Followed:**

**CITY OF MUSKEGON**

**Program Overview**

Connect is Bigbelly’s turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 36-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect Renewal 36 Month Term	
 <p><b>System Software</b></p> <ul style="list-style-type: none"> <li>CLEAN Management Console Licenses for Full Term</li> <li>CLEAN Mobile Software Licenses for Full Term</li> </ul>	 <p><b>Automated System Monitoring</b></p> <ul style="list-style-type: none"> <li>Automated System Diagnostics and Alerts</li> </ul>
 <p><b>Equipment/Hardware</b></p> <ul style="list-style-type: none"> <li>Custom Configuration as Detailed Below</li> </ul>	 <p><b>Cleaning and Inspection</b></p> <ul style="list-style-type: none"> <li>Annual Comprehensive Station Cleaning</li> <li>Annual Station Inspection</li> </ul>
 <p><b>Customer Support</b></p> <ul style="list-style-type: none"> <li>Customer Support Hotline and trained field service professionals</li> </ul>	 <p><b>Warranty</b></p> <ul style="list-style-type: none"> <li>Hardware Parts Warranty for Full Term</li> <li>Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term</li> </ul>
 <p><b>Equipment/Hardware Configuration</b></p> <ul style="list-style-type: none"> <li>12 Smart Max Single Station with Trash Hopper and Standard Bin</li> <li>1 Smart Max/Smart Double Station with Trash Hopper, Single Stream Chute, and Standard Bins</li> </ul> <p><b>Contract Start Date: 5/23/2026</b> <b>Contract End Date: 5/22/2029</b></p> <p><b>Serial Numbers Covered via Renewal:</b> 500005064,500005071,500005076,502000862,500005072,500005073,500005074,500005070,500005069,500005065,500005066,500005067,500005068,500005075</p>	
<p>Total Monthly System Cost</p>	
<p>\$1,539.70</p>	

<sup>1</sup>Pricing is valid for 30 days from March 10, 2026.  
<sup>2</sup>Sales Tax is NOT included in above pricing.  
<sup>3</sup>Pricing is subject to Connect Program Terms and Conditions.

The Connect Services for the Renewal which the Customer is purchasing pursuant to this Quote shall be governed by the Connect Services Agreement No. 10307 between Bigbelly and the Customer dated as of December 5, 2022, for the Initial Term and any Renewal Term.

**ACCEPTED AND AGREED BY:**

CUSTOMER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



BigBelly  
SOLAR™





# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Parks - Toro Mower Purchase
<b>Submitted by:</b> Kyle Karczewski, Parks and Recreation Director	<b>Department:</b> DPW- Parks
<b>Brief Summary:</b> <p>Staff requests authorization to purchase two (2) Toro 3200 mowers at a cost of \$30,032 from Spartan Distributors through the Sourcwell purchasing contract.</p>	
<b>Detailed Summary &amp; Background:</b> <p>The Parks Department is requesting authorization to purchase two Toro 3200 4wd mowers at a cost of \$30,032 each. These units are part of our core mowing fleet and are essential for maintaining the more than 800 acres of public parkland, open space, and city-owned parcels cared for by Parks staff.</p> <p>The Toro 3200 is a reliable mid-size mower that performs well across a wide variety of park environments. These new units will replace aging equipment that has far exceeded their recommended lifespan. Procuring two new 3200s will improve fleet reliability, reduce downtime from mechanical failures, and ensure that staff can maintain mowing schedules during periods of heavy growth.</p> <p>The proposed mowers have a 6-foot cutting width and an effective mowing capacity suitable for daily use across neighborhood parks, roadside parcels, and smaller open areas where larger mowers cannot operate efficiently. Adding these two units will increase overall productivity by allowing crews to cover more acreage per day and distribute workload across a broader, more dependable fleet.</p> <p>The purchase also supports long-term cost efficiency. New units carry significantly lower maintenance costs and reduce the amount of staff time dedicated to repairs on older mowers. These mowers are eligible for purchase through the Sourcwell cooperative purchasing program. Sourcwell bids products and services nationwide and allows member agencies to purchase at the same low bid price, which satisfies the City's competitive purchasing requirements and ensures contract pricing is in line with national standards.</p>	
<b>Goal/Action Item:</b> 2027 Goal 1: Destination Community & Quality of Life	
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>	

<b>Amount Requested:</b> \$60,063	<b>Budgeted Item:</b>					
	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

<b>Fund(s) or Account(s):</b> 482 ARPA	<b>Budget Amendment Needed:</b>					
	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

**Recommended Motion:**

Authorize the purchase of two Toro 3200 mowers at a cost of \$30,032 from Spartan Distributors through the Sourcewell purchasing contract.

<b>Approvals:</b>	<b>Name the Policy/Ordinance Followed:</b> Purchasing Policy					
	Immediate Division Head	<input checked="" type="checkbox"/>				
	Information Technology	<input type="checkbox"/>				
	Other Division Heads	<input type="checkbox"/>				
	Communication	<input type="checkbox"/>				
	Legal Review	<input type="checkbox"/>				

February 9, 2026

487 W Division Street  
PO Box 246  
Sparta, MI 49345  
616.887.7301  
Fax: 616.887.6288

1050 Opdyke Road  
Auburn Hills, MI 48326  
248.373.8800  
Fax: 248.373.8899

City of Muskegon  
1350 Keating  
Muskegon, MI 49442

We are pleased to provide a quote on the following equipment:

<b>(2)</b>	<b>(NEW) Toro Groundsmaster 3200 4wd (#31901A)</b>	<b>\$ 60,062.16</b>
	<ul style="list-style-type: none"><li>▪ Air Ride Seat Suspension</li><li>▪ 72" Recycler Deck</li></ul>	

---

Price in effect at time of delivery. Sourcewell Contract

\$250.00 Documentation fee on leases.

DELIVERY:                      When Available

TERMS:                              Net 30 days/ Financing Available

---

Thank you for your interest in our line of equipment. If you have any questions please feel free to call me at 616-340-4143.

Sincerely,

A.J. Rings  
Commercial Division





## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Equipment Division: Purchase of Five (5) 2026 F-250's							
<b>Submitted by:</b> Dawson Romanosky, DPW Equipment Supervisor	<b>Department:</b> Public Works							
<b>Brief Summary:</b> Staff requests authorization to purchase five (5) of the 2026 F-250's from Gorno Ford for the amount of \$233,045.								
<b>Detailed Summary &amp; Background:</b> The equipment division is requesting to purchase five 2026 F-250's from Gorno Ford for a total of \$233,045. These vehicles would replace 4 Parks Department vehicles and 1 traffic vehicle.  For the Parks Department, these vehicles will transport employees and equipment to parks throughout the City. F-250's are required as they will tow trailers, and some of the staff are responsible for plowing alleys in the Winter. The traffic truck is used to haul road barricades, street signs, and a mobile arrow board for road construction. The vehicles being replaced are between 15 and 25 years old. These older vehicles require more maintenance and have significantly lower fuel efficiency than the new option.  As of now, there is no electric vehicle option with the towing and plowing capabilities required for these vehicles. Gorno Ford is a MI-Deal vendor. MI-Deal is a voluntary state purchasing program that allows local units of government to use State of Michigan prebid contracts.  Please note this is not a general fund expense.								
<b>Goal/Action Item:</b> 2027 Goal 4: Financial Infrastructure								
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>								
<b>Amount Requested:</b> \$233,045	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Fund(s) or Account(s):</b> 661-563-977	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Recommended Motion:</b>								

I move to approve the purchase of five (5) 2026 F-250's from Gorno Ford for the amount of \$233,045.

**Approvals:**

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

**Name the Policy/Ordinance Followed:**

Purchasing Policy





Preview Order F100 - F2B 4x4 Reg Cab SRW : Order Summary Time of Preview: 02/09/2026 11:32:00 Receipt: NA

Dealership Name : Gorno Bros Inc

Sales Code : F48022

Dealer Rep.	patrick southward	Type	Fleet	Vehicle Line	Superduty	Order Code	F100
Customer Name	Muskegon	Priority Code	D2	Model Year	2026	Price Level	640

**DESCRIPTION**

F250 4X4 STYLESIDE PICKUP/142  
 142 INCH WHEELBASE  
 TOTAL BASE VEHICLE  
 OXFORD WHITE  
 VINYL 40/20/40 SEATS  
 MEDIUM DARK SLATE  
 PREFERRED EQUIPMENT PKG.600A  
 .XL TRIM  
 .AIR CONDITIONING -- CFC FREE  
 .AM/FM STEREO MP3/CLK  
 .6.8L DEVCT NA PFI V8 ENGINE  
 10-SPEED AUTO TORQSHIFT-G  
 .LT245/75R17E BSW ALL-SEASON  
 3.73 RATIO NON LTD SLIP AXLE  
 JOB #1 ORDER  
 FORD FLEET SPECIAL ADJUSTMENT

**DESCRIPTION**

10000# GVWR PACKAGE  
 50 STATE EMISSIONS  
 SPARE TIRE AND WHEEL  
 JACK  
 UPFITTER SWITCHES  
 410 AMP DUAL ALTERNATOR  
 TOUGH BED SPRAY IN BEDLINER  
 DUAL BATTERY  
 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 Delivered \$46,609.00

**This order has not been submitted to the order bank.**

**This is not an invoice.**



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Filtration HVAC Service Agreement							
<b>Submitted by:</b> Joshua Parmer, Water Filtration	<b>Department:</b> Public Works							
<p><b>Brief Summary:</b> Staff is requesting authorization to renew an Energy Service Agreement (ESA) with Hurst Mechanical for HVAC equipment located at the Filtration Plant.</p>								
<p><b>Detailed Summary &amp; Background:</b></p> <p>The Water Filtration Plant's HVAC system comprises several pieces of equipment, including 2 hot water boilers and associated equipment, 2 dehumidifiers, 4 heating/coolant units, and 4 back flow prevention devices. Our current ESA was approved in April 2023 and currently expires at the end of April 2026.</p> <p>This renewal includes 2 visits a year at a cost of \$4,687 each year for a total of \$14,061 over 3 years. This pricing has not changed from the previous 3 years. Inspections, preventative maintenance, filters, CSD-1 inspections on both boilers, as well as backflow preventer inspections are all included in this ESA. Any issues found during inspection will be quoted and need approval prior to work being performed. This ESA also includes a 10% discount on labor for any issues discovered during inspections.</p> <p>Quotes were solicited from 3 mechanical contractors, Northern Boiler, Franklin-Holwerda Company (FHC), and Hurst Mechanical. Northern was unable to provide a quote and FHC has not responded. Hurst Mechanical has been a reliable and knowledgeable contractor that is familiar with the equipment.</p>								
<p><b>Goal/Action Item:</b> 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices</p>								
<p><b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b></p>								
<p><b>Amount Requested:</b> \$14,061.00 (\$4,687 yearly for 3 years)</p>	<p><b>Budgeted Item:</b></p> <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%;">X</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
<p><b>Fund(s) or Account(s):</b> 591-558-801</p>	<p><b>Budget Amendment Needed:</b></p> <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%;">X</td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				

**Recommended Motion:**

I move to authorize staff to renew the City's Energy Service Agreement (ESA) for the Water Filtration Plant HVAC equipment with Hurst Mechanical for 3 - years.

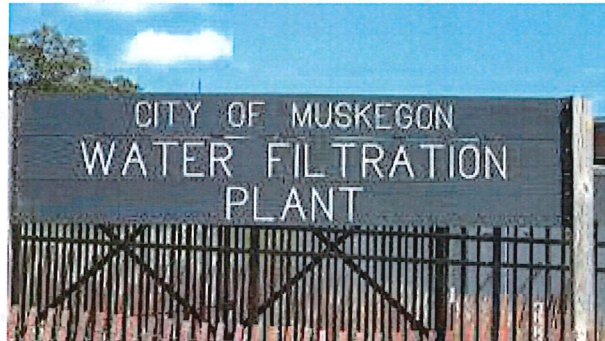
**Approvals:**

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

**Name the Policy/Ordinance Followed:**



**PRESENTED TO:**  
**JOSH PARMER**  
**CITY OF MUSKEGON**  
**WATER FILTRATION**  
**BOILERS**  
**1900 BEACH STREET**  
**MUSKEGON, MI 49441**



**PRESENTED BY:**  
**DEREK NUMMER**  
**HURST MECHANICAL**  
**5800 SAFETY DRIVE NE**  
**BELMONT, MI 49306**

5800 Safety Drive NE  
Belmont, MI 49306  
P (616) 784- 4040  
F (616) 785-7900

885 Robinwood Ct.  
Traverse City, MI 49686  
P (231) 947-2750  
F (231) 947-1636

7300 E. Michigan  
Kalamazoo, MI 49048  
P (269) 345-4040  
F (269) 345-4045

2330 Lake Ave  
N. Muskegon, MI 49445  
P (616) 784-4040  
F (616) 789-7500



**THANK YOU!**



March 2, 2026

Josh Parmer  
City of Muskegon Water Filtration  
1900 Beach Street  
Muskegon, Mi 49441

Dear Josh;

Thank you for the opportunity to present our Energy Service Agreement (ESA) tailored to your facility. Our goal has been to listen carefully to your needs so we can understand the challenges and issues you face in managing your facility.

The following proposal represents the solutions we recommend based on our understanding of your needs and Hurst Mechanical's 40 plus years of mechanical systems experience.

The following are some of the key items we've included in your program:

- Check for loose electrical connections.
- Check heating operation including safety controls, ignition and pilot.
- Check all boiler safeties in order to comply with State of Michigan ASME CSD-1.

In addition to preferential scheduling, your labor rate is discounted 10% for all service work including plumbing and electrical.

If our plan meets your expectations, please authorize on the agreement page located in the back pocket of this proposal.

Again, we thank you for this opportunity and look forward to working with you.

Sincerely,

Derek Nummer  
**Hurst Mechanical, Inc.**

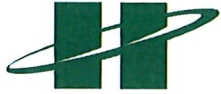




# ***SPECIAL PROVISIONS***

AGREEMENT INCLUDES CSD-1 AND BOILER ANALYSIS ON (2) CLEAVER  
BROOKS BOILERS

ESTIMATED REBATES FROM DTE WILL BE DISTRIBUTED EVERY OTHER  
YEAR



# ANNUAL ENERGY SERVICE AGREEMENT

We agree to provide building equipment maintenance on the equipment covered in accordance with the terms and conditions of this agreement at the following locations:

CITY OF MUSKEGON WATER FILTRATION

1900 BEACH STREET

MUSKEGON, MI 49441

This agreement shall begin on date signed and shall remain in force for 3 years and from year to year thereafter until canceled in writing no less than 30 days prior to anniversary date.

## Semi Annual Energy Service Agreement

This is an annual ESA and scheduled maintenance plan that includes 1 visit per year. This is a limited plan that may not be adequate for all facilities. Repairs and service calls are billed separately from this agreement.

For these services, including maintenance of equipment covered, you agree to pay Hurst Mechanical the annual sum of One Thousand One Hundred Twenty-Seven dollars and 00/100 (\$1,127.00) payable on presentation of invoice in accordance with the following schedule:

One payment of \$1,127.00

For services not covered under this agreement and performed by Hurst Mechanical upon your authorization, you agree to pay Hurst Mechanical upon presentation of invoice(s) at Hurst mechanical prevailing labor, transportation and material charges. You agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

This agreement, when accepted in writing below by you and approved by the authorized Hurst Mechanical representative, shall constitute the entire agreement between us, and all prior agreements are superseded.

Accepted by:

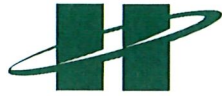
Customers Signature

Date

Hurst Mechanical

Derek Nummer

Date



# QUARTERLY AND SEMI ANNUAL TERMS AND CONDITIONS

1. Hurst Mechanical, Inc. shall provide a planned energy service and preventative maintenance program tailored specifically to the customer's HVAC equipment.
2. All scheduled labor shall be performed during normal working hours.
3. All labor shall be performed with qualified, trained personnel directly employed/supervised by Hurst Mechanical, Inc.

## ADDITIONAL SERVICES PROVIDED

4. ALL EQUIPMENT SHALL BE MAINTAINED ACCORDING TO MANUFACTURER'S RECOMMENDED GUIDELINES.
- 
- 
- 

## LIMITATIONS

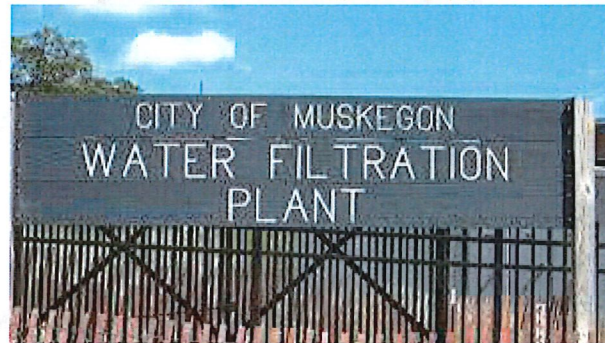
5. Hurst Mechanical, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to: acts of God, fire, theft, explosions, vandalism, work stoppage, floods, or delays in transportation.
6. Hurst Mechanical, Inc. shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by Hurst Mechanical, Inc. in performance or failure of performance of its obligations under this agreement.
7. Hurst Mechanical, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
8. Hurst Mechanical, Inc. shall not be responsible for alterations or modifications required by governmental, regulatory or insurance agencies.
9. This agreement does not include responsibility for initial system design or obsolescence.
10. Contractor disclaims any and all responsibility and liability for the indoor air quality of the customer's facility. This includes without limitation illness or injury to occupants or third parties, or any damage to the customer's facility arising out of or in connection with the contractors work under this agreement. This includes without limitation any injury, illness, or damage resulting in any manner from any fungus or spores, or any substance produced by or arising out of any fungus or spore.

## SPECIAL CONDITIONS

11. SHOULD ANY ADDITIONAL REPAIRS BE NECESSARY, YOU WILL BE NOTIFIED, AND PROVIDED A PRICE AT THAT TIME.
- 
- 
-



***PRESENTED TO:***  
**JOSH PARMER**  
**CITY OF MUSKEGON**  
**WATER FILTRATION**  
**1900 BEACH STREET**  
**MUSKEGON, MI 49441**



***PRESENTED BY:***  
**DEREK NUMMER**  
**HURST MECHANICAL**  
**5800 SAFETY DRIVE NE**  
**BELMONT, MI 49306**

5800 Safety Drive NE  
Belmont, MI 49306  
P (616) 784-4040  
F (616) 785-7900

885 Robinwood Ct.  
Traverse City, MI 49686  
P (231) 947-2750  
F (231) 947-1636

7300 E. Michigan  
Kalamazoo, MI 49048  
P (269) 345-4040  
F (269) 345-4045

2330 Lake Ave  
N. Muskegon, MI 49445  
P (616) 784-4040  
F (616) 789-7500



**THANK YOU!**



March 27, 2023

Josh Parmer  
Muskegon Water Filtration  
1900 Beach Street  
Muskegon, Mi 49441

Dear Josh;

Thank you for the opportunity to present our Energy Service Agreement (ESA) tailored to your facility. Our goal has been to listen carefully to your needs so we can understand the challenges and issues you face in managing your facility.

The following proposal represents the solutions we recommend based on our understanding of your needs and Hurst Mechanical's 40 plus years of mechanical systems experience.

The following are some of the key items we've included in your program:

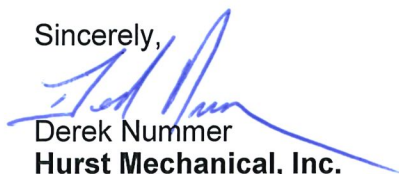
- Check for loose electrical connections.
- Check refrigerant levels in all units.
- Lubricate all moving parts, including bearings on units and circulating pumps.
- Align all motor pulleys and check belt tension.
- Check amp draw and voltage on all motors.
- Clean and adjust burners on all heating equipment.
- Check heating operation including safety controls, ignition and pilot.
- Check all boiler safeties in order to comply with State of Michigan ASME CSD-1.
- Clean all evaporator and condenser coils as required.
- Install new filters each visit and new belts each spring.

In addition to preferential scheduling, your labor rate is discounted 10% for all service work including plumbing and electrical.

If our plan meets your expectations, please authorize on the agreement page located in the back pocket of this proposal.

Again, we thank you for this opportunity and look forward to working with you.

Sincerely,

  
Derek Nummer  
Hurst Mechanical, Inc.



# EQUIPMENT COVERED

QTY	Manufacturer	Description	Model #	Location
2	CLEAVER BROOKS	BOILER	FLX	BOILER ROOM
2	BELL & GOSSETT	CIRC. PUMP	CB9842	BOILER ROOM
2	MUNTERS	DEHUMIDIFIER	HCD-2250-DGA	MECH ROOM
1	TRANE	AHU FC#1	SRUB-B306	ATTIC
1	TRANE	AHU FC#2	SRUB-B306	ATTIC
1	TRANE	AHU FC#3	SRUB-B306	ATTIC
1	WATTS	BACKFLOW PREV.	919	BOILER ROOM
1	WATTS	BACKFLOW PREV.	909	BOILER ROOM
1	WATTS	BACKFLOW PREV.	919	BOILER ROOM
1	WATTS	BACKFLOW PREV.	909	TANK ROOM
1	FUJITSU	SPLIT UNIT	ASU24RLF	COMPUTER ROOM



# ***SPECIAL PROVISIONS***

**AGREEMENT INCLUDES ALL FILTERS CHANGED TWO TIMES PER YEAR, AND ALL BELTS CHANGED ONE TIME PER YEAR.**

**AGREEMENT INCLUDES CSD-1 INSPECTION AND BOILER ANALYSIS ON (2) BOILERS ONE TIME PER YEAR. REBATES FROM DTE WILL BE EVALUATED ONCE EVERY TWO YEARS.**

**AGREEMENT INCLUDES INSPECTION ON (4) BACKFLOW PREVENTORS.**



# SEMI ANNUAL ENERGY SERVICE AGREEMENT

We agree to provide building equipment maintenance on the equipment covered in accordance with the terms and conditions of this agreement at the following locations:

CITY OF MUSKEGON WATER FILTRATION  
1900 BEACH STREET  
MUSKEGON, MI 49441

This agreement shall begin on date signed and shall remain in force for 3 years and from year to year thereafter until canceled in writing no less than 30 days prior to anniversary date.

## Semi Annual Energy Service Agreement

This is a semi-annual ESA and scheduled maintenance plan that includes 2 visits per year. This is a limited plan that may not be adequate for all facilities. Repairs and service calls are billed separately from this agreement.

For these services, including maintenance of equipment covered, you agree to pay Hurst Mechanical the annual sum of Four Thousand Six Hundred Eighty-Seven and 00/100 dollars (\$4,687.00) payable on presentation of invoice in accordance with the following schedule:

2 payments of \$2,343.50

For services not covered under this agreement and performed by Hurst Mechanical upon your authorization, you agree to pay Hurst Mechanical upon presentation of invoice(s) at Hurst mechanical prevailing labor, transportation and material charges. You agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

This agreement, when accepted in writing below by you and approved by the authorized Hurst Mechanical representative, shall constitute the entire agreement between us, and all prior agreements are superseded.

Accepted by:


Customers Signature

Date

Hurst Mechanical

Derek Nummer

Date

  
3/2/26



# QUARTERLY AND SEMI ANNUAL TERMS AND CONDITIONS

1. Hurst Mechanical, Inc. shall provide a planned energy service and preventative maintenance program tailored specifically to the customer's HVAC equipment.
2. All scheduled labor shall be performed during normal working hours.
3. All labor shall be performed with qualified, trained personnel directly employed/supervised by Hurst Mechanical, Inc.

## ADDITIONAL SERVICES PROVIDED

4.

ALL EQUIPMENT SHALL BE MAINTAINED ACCORDING TO MANUFACTURER'S RECOMMENDED GUIDELINES. THIS INCLUDES NEW FILTERS EACH VISIT AND NEW BELTS EACH SPRING. IN ADDITION, ALL MOVING PARTS WILL BE LUBRICATED AND CALIBRATED, INCLUDING SHEAVES AND BEARINGS.

## LIMITATIONS

5. Hurst Mechanical, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to: acts of God, fire, theft, explosions, vandalism, work stoppage, floods, or delays in transportation.
6. Hurst Mechanical, Inc. shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by Hurst Mechanical, Inc. in performance or failure of performance of its obligations under this agreement.
7. Hurst Mechanical, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
8. Hurst Mechanical, Inc. shall not be responsible for alterations or modifications required by governmental, regulatory or insurance agencies.
9. This agreement does not include responsibility for initial system design or obsolescence.
10. Contractor disclaims any and all responsibility and liability for the indoor air quality of the customer's facility. This includes without limitation illness or injury to occupants or third parties, or any damage to the customer's facility arising out of or in connection with the contractors work under this agreement. This includes without limitation any injury, illness, or damage resulting in any manner from any fungus or spores, or any substance produced by or arising out of any fungus or spore.

## SPECIAL CONDITIONS

11. SHOULD ANY ADDITIONAL REPAIRS BE NECESSARY, YOU WILL BE NOTIFIED, AND PROVIDED A PRICE AT THAT TIME. POWERWASHING OF COILS IS NOT INCLUDED.



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Amendment to the Zoning Ordinance - Waterfront Setbacks in FBC, LMR.							
<b>Submitted by:</b> Mike Franzak, Planning Director	<b>Department:</b> Planning							
<b>Brief Summary:</b> Staff-initiated request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area.								
<b>Detailed Summary &amp; Background:</b> <p>The Lakeside Mixed Residential context area has a front build-to-zone of 5-12 feet. The Form-Based Code allows waterfront properties to consider either the street side or the waterfront side as the front of the property. This means that a building may be required to be placed anywhere from 5 to 12 feet from the property line facing the water. Since all of the property may not be above the ordinary high watermark, and also since water levels fluctuate, it would not be possible to place a building this close to the water in many situations.</p> <p>Staff is proposing to amend the ordinance to require waterfront properties to only build above the ordinary high watermark and not to have a traditional setback from the waterfront property line. Please see the attached "proposed amendment."</p> <p>The Lakeside Mixed Residential context area allows detached houses, duplexes, rowhouses, small multiplexes, and cottage retail buildings.</p> <p>The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendment.</p>								
<b>Goal/Focus Area/Action Item Addressed:</b>  <b>Key Focus Areas:</b> Zoning Ordinance  <b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business								
<b>Amount Requested:</b> N/A	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Fund(s) or Account(s):</b> N/A	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

**Recommended Motion:**

I move the request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area be approved.

**Approvals:**

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

**Guest(s) Invited / Presenting:**

No

*Forecourt Frontage:* A frontage option where the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard area is not covered. Forecourts used in conjunction with Mixed-Use Building Types shall have a storefront where the forecourt and courtyard space shall be used as an additional shopping space or restaurant seating area.

*Form Based Code Area:* The area on the City of Muskegon Zoning Map (located in Article III, Section 300 of the City Zoning Ordinance) that is designated as a Form Based Code District. Lots or parcels located in the Form Based Code Area are regulated by the Muskegon Form Based Code.

*Front Street:* The property lines of a parcel that are along the street of address for the parcel or building. Refer also to side street. The waterfront is considered an additional front street in instances where buildings face the waterfront and a street of address.

*Frontage Type:* The privately owned area between the frontage line and the building facade. Private frontages are applied to Building Types to ensure that the building adequately engages the street, sidewalk and public realm. Private frontages are specific to Building Types and are defined in subsections for each specific Building Type in Section 2006. Each Building Type has many options for frontage types and therefore the specific project requirements will determine what frontage may be used. Selection of frontages are at the discretion of the land owner or development team.

*Ground Cover:* Grass, vegetative cover, or other living landscape.

*Ground Sign:* A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

## H

### DEFINITIONS "H"

*Height, Building:* The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story.

*Horizontal Expression Band:* An architectural element on buildings that acts as an upper termination for the storefront frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

## I

### DEFINITIONS "I"

*Illuminated Sign:* A sign that is illuminated by an internal or external light fixture.

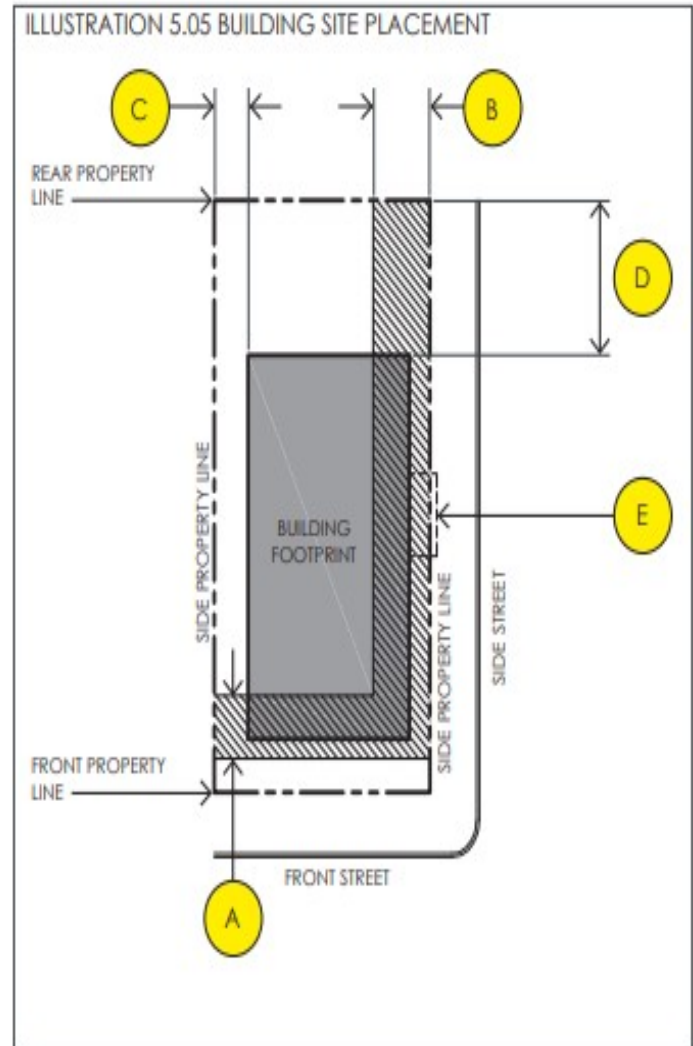
*Internally Illuminated Sign:* A sign that is illuminated by an internal light fixture.

## 2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

## 4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 5 to 12 feet from front property line.
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 0 to 12 feet from side property line.
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.



2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT			
	with BALCONY			
	with TERRACE			
	with FORECOURT			
	with DRIVE-THROUGH			
RETAIL BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with DRIVE-THROUGH			
FLEX BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with FORECOURT			
	with DOORYARD			
COTTAGE RETAIL BUILDING	with STOREFRONT	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD			
	with LIGHTWELL			
	with STOOP			
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story max. / 1 story min.	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

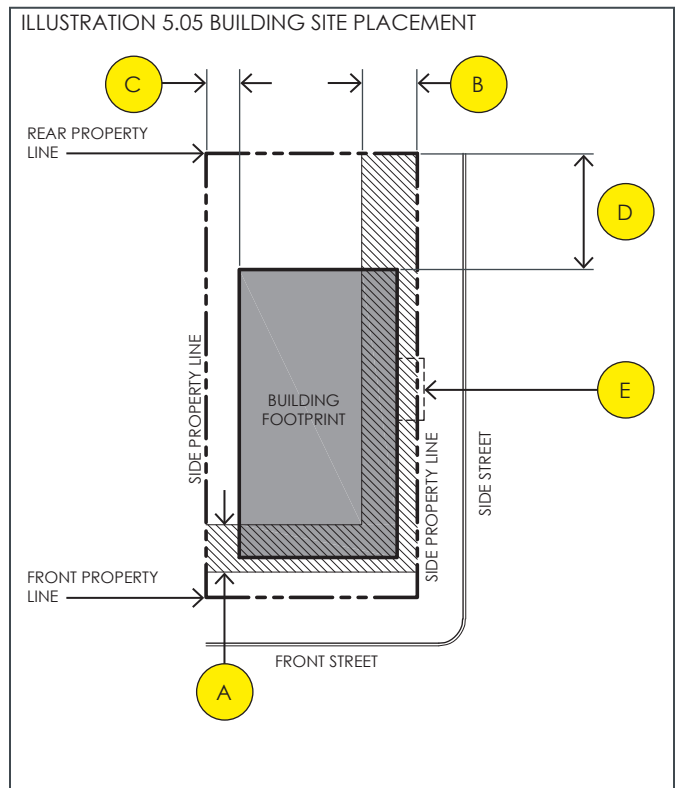
\* Building height labeled Conditional is permitted if fronting Lakeshore Drive.

## 2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

## 4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

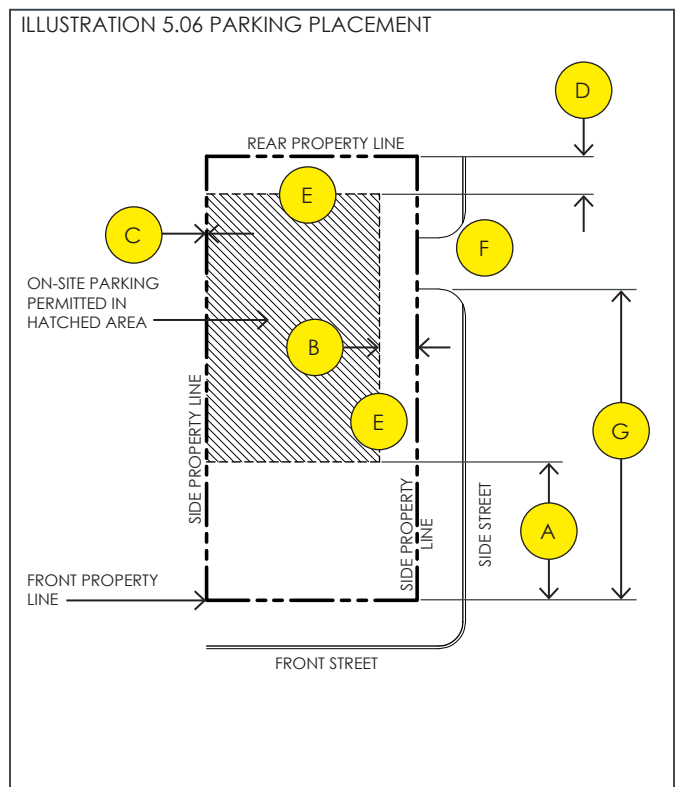
- A. Front Build-to-Zone (at front street):
- Required build-to-zone from 5 to 12 feet from front property line.
  - For waterfront properties, buildings using the waterfront as the front street shall only be located above the ordinary high water mark. In this case, the building may extend to, but not beyond, the build-to-zone at the street.
- B. Side Build-to-Zone (at side street):
- Required build-to-zone from 0 to 12 feet from side property line.
- C. Side Setback (at non-street locations):
- 0 feet from side property line.
- D. Rear Setback:
- 0 feet from rear property line.
- E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.



## 5.0 PARKING PLACEMENT

Refer to Illustration 5.06 for on-site parking placement.

- A. Front Setback:
- 40 feet minimum from front property line.
- B. Side Setback (from side street):
- 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
- 0 feet from side property line.
- D. Rear Setback:
- 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking / service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
- Corner lot: 40 feet minimum from street corner.
  - Interior lot: within 5 feet of side property line, when alley is not available.



CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend Section XX of the zoning ordinance to amend the front setback requirements for Form Based Code, Lakeside Mixed Residential districts.

This ordinance adopted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

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 12th day of May 2026, 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: \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 May 12, 2026, the City Commission of the City of Muskegon adopted an ordinance to amend Section XX of the zoning ordinance to amend the front setback requirements for Form Based Code, Lakeside Mixed Residential districts.

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 \_\_\_\_\_, 2026.

CITY OF MUSKEGON

By \_\_\_\_\_

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Amendment to the Zoning Ordinance - Several Changes to the Form Based Code
<b>Submitted by:</b> Mike Franzak, Planning Director	<b>Department:</b> Planning
<b>Brief Summary:</b> Staff-initiated request to amend Section XX of the zoning ordinance to remove/edit several areas of the form-based code.	
<b>Detailed Summary &amp; Background:</b> Staff is proposing several amendments to the Form-Based Code (FBC). The reasoning behind these amendments is as follows: <ul style="list-style-type: none"> <li>○ The FBC has been used for over 10 years now, staff have noticed some regulations that need to be removed or revised.</li> <li>○ Rezoning have brought about multiple expansions across eight neighborhoods (Nelson, Lakeside, Nims, Jackson Hill, Campbell Field, Northeast, Angell, McLaughlin).</li> <li>○ Creation of new Context Areas specific to the Lakeside Business District and adjacent residential areas in May 2019. Modeled after, but never fully integrated into the original FBC document.</li> <li>○ Continued rezonings/expansion anticipated to implement the goals of the Master Land Use Plan.</li> <li>○ Eliminate redundancies to improve readability for users and generally make the document more accessible.</li> <li>○ Simplify regulations to ensure that the code regulates the things that it should be, and not the things it shouldn't be.</li> <li>○ Opportunity to address document formatting as the Zoning Ordinance transitions to the Municode platform.</li> </ul> <p>In general, the proposed updates include:</p> <ul style="list-style-type: none"> <li>○ Updated wording to be more specific, clear, or concise, where necessary.</li> <li>○ Eliminated redundant language and references to Zoning Ordinance sections with overlapping regulations.</li> <li>○ Corrected Zoning Ordinance section references throughout.</li> <li>○ Removed unhelpful regulations that have minor effect on intended results.</li> <li>○ Removed "suggested" regulations, some of which will be used to draft actual regulations.</li> </ul> <p>Jamie Pesch from the Planning Department will be giving a presentation on the proposed amendments at the meeting. Please see the attached "FBC Amendments" and "Amendment Overview" documents.</p>	

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendments.

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

**Key Focus Areas:**

Zoning Ordinance

**Goal/Action Item:**

2027 Goal 1: Destination Community & Quality of Life

**Amount Requested:**

N/A

**Budgeted Item:**

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

**Fund(s) or Account(s):**

N/A

**Budget Amendment Needed:**

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

**Recommended Motion:**

I move the request to amend Section XX of the zoning ordinance to edit several areas of the form-based code be approved as presented.

**Approvals:**

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

**Guest(s) Invited / Presenting:**

No

The following offers a summary of the proposed amendments to the Form Based Code:

- Introduction (remove pages i.1-i.12)
- Remove unneeded or intentionally blank pages (front cover, page after Table of Contents, i.12, 1.2, 2.4, 4.2, 5.12, 5.18, 5.30, 5.36, 5.42, 6.22, 6.32, 6.44, 6.54, 6.66, 6.78, 6.88, 6.98, 6.108, 6.118, 6.122, 7.18, 8.4, 10.10, page after 10.10, back cover, and four such pages in the Lakeside FBC document; increasingly a digital document rather than a print document)
- Section 2001 Title, Purpose, and Scope:
  - o 2001.01 through 2001.02 (change “redevelopment” and “new development” to “development” to broaden scope based on definition in Zoning Ordinance)
- Section 2002 Applicability and Procedures:
  - o 2002.00 (change “new development” to “development” to broaden scope)
- Section 2003 General Provisions:
  - o 2003.06 Accessory Buildings and Structures (align with Section 2311, of the Zoning Ordinance).
  - o 2003.08 Nonconformities (remove C, 1 Nonconforming Sign Removal Incentive)
  - o 2003.09 Lighting (align with Section 2333, 20 of the Zoning Ordinance)
  - o 2003.11 Fencing (align with Section 2333, 12-19 of the Zoning Ordinance)
  - o 2003.12 Trash Enclosures (merge B and C for clarity)
- Section 2004 Subdivision and Access Standards:
  - o 2004.01 Lot Requirements (minor changes to text to align with other Sections)
  - o 2004.02 Block Requirements (reduce minimum block length from 500 to 200 feet and maximum from 1,250 to 800)
  - o 2004.04 Driveway Requirements (change approver for shared driveway access agreements from City Attorney to Zoning Administrator)
  - o 2004.06 Sidewalks (remove reference to Public Realm Standards)
- Section 2005 Context Areas and Use:
  - o 2005.01 (remove reference to Context Area Map)
  - o 2005.02 Context Area Map (replaced with official City of Muskegon Zoning Map; remove all references to active ground floor use requirement – the DT context area only allows mixed uses and it is impossible to predict the viability of commercial use in various areas)
  - o 2005.03 Context Areas Overview (remove due to redundancy with following pages)
  - o 2005.04 Summary of Building Types in Each Context Area (update table to include Lakeside FBC Context Areas)
  - o 2005.05 through 2005.14 Context Areas (the following are changes repeated in all 10 Context Areas unless otherwise specified):
    - 1.0 Context Area Intent and Description (minor changes to text)
    - 2.0 Context Area Location (replace map with City of Muskegon Zoning Map)
    - Table 3.0 (update to change from 100 foot minimum lot depth to 3,000 square foot minimum lot area in FBC-NE and FBC-UR)
    - 4.0 Building Site Placement (eliminate redundant language in E to be more concise)
    - 5.0 Parking Placement (add language to G for clarity and update incorrect illustration labels)

- Update page, section, and illustration numbers for newly incorporated Lakeside Context Areas
- Section 2006 Building Type Standards:
  - 2006.02 Building Types by Context Area (eliminate reference to 2006.06)
  - 2006.04 How to Use This Section (remove pages 6.2-6.4)
  - 2006.05 Standards for All Building Types (make language in I consistent)
  - 2006.06 Building Type Overview (remove due to redundancy with following pages)
  - Table 2006.07 (remove duplicate of Table 2005.04)
  - 2006.08 through 2006.19 Building Types:
    - 3.0 Building Size and Massing:
      - (For Building Types that permit Carriage Houses, allow for an attached garage and a Carriage House)
      - (Replace 48 foot maximum building depth with 20 foot minimum in lieu of secondary wings for Small Multi-Plex)
      - (Reduce Carriage House separation from main building from 10 feet to 6 feet and eliminate option to connect to main building with an uninhabitable space)
    - 4.0 Ground Floor Activation and Pedestrian Access (add language to Small Multi-Plex for Carriage House)
    - 5.0 Number of Units (add language to Small Multi-Plex for Carriage House)
    - 7.0 Facade Composition Requirements:
      - (Remove Pilaster requirement where applicable)
      - (Remove Transparency Street/Sidewalk Level reference)
      - (Relocate Transparency Upper Stories to Frontage Options section)
      - (Remove clear glass requirement for windows on upper stories)
    - 8.0 Building Type Story Height (refine most height minimums to ranges for greater predictability)
    - 9.0 Building Type Frontage Options (update table to include Lakeside FBC Context Areas):
      - Location Requirements:
        - (Eliminate redundant encroachment language to be more concise)
      - Composition Requirements:
        - (Add stipulation that entry doors only need to be recessed when front setback is less than three feet)
        - (Remove Pilaster requirement and all references throughout)
        - (Relocate Transparency Upper Stories from Facade Composition Requirements)
        - (Remove requirement for Planning Commission review of outdoor seating areas at Storefront, Forecourt, and Dooryard Frontage Types)
        - (Make overhead doors regulation more concise and remove repeated reference image)
        - (Update illustration labels and incorrect illustration numbers)

- Updates for specific Frontage Types:
  - Terrace Frontage (allow on side streets and on more than 50% of the buildings on one block face)
  - Forecourt (minor revision to description and institute maximum area of 1200 square feet; remove erroneous Flex Building Frontage Location Requirements letter B)
- Section 2007 Public Realm Type Standards and all references throughout (remove – these are recommendations, rather than requirements, for new subdivisions – to be replaced with Street Design Standards)
- Section 2008 Off-Street Parking Standards:
  - 2008.00 through 2008.15 (clarify wording as to the purpose of this section, and improve alignment with Zoning Ordinance)
  - 2008.04 Access Standards (clarify priority of driveway placement options)
  - 2008.07 Establishment of Use Classes (remove Parking Use Class list and instead incorporate information into Permitted Uses Tables for each Context Area in Section 2005)
  - 2008.09 Shared Parking (remove obsolete section)
  - 2008.10 Parking Easements and Agreements (remove obsolete section)
  - 2008.11 Off-Street Parking Lot Design/Driveways (reduce separation of parking areas from buildings)
  - 2008.12 Parking Structures (Remove references to active use on the ground floor and reiterate the requirement for a Frontage Option)
- Section 2009 Sign Standards:
  - 2009.02 Sign Requirements (remove due to redundancy with following pages)
  - 2009.06 Sign Type Overview (remove due to redundancy with following pages)
  - 2009.07 through 2009.12 Sign Types (update to incorporate Lakeside FBC Context Areas)
  - Tables 2009.13 and 2009.14 (update to incorporate Lakeside FBC Context Areas)
- Section 2010 Form Based Code Definitions:
  - 2010.00 Applicability (eliminate duplicate definitions, unreferenced definitions, and definitions related to Section 2007 Public Realm Standards)

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SECTION 2001 TITLE, PURPOSE, AND SCOPE

**SECTION 2001 TITLE, PURPOSE, AND SCOPE**

**2001.00 TITLE**

The following document shall be known as the City of Muskegon Form Based Code.

**2001.01 PURPOSE**

The City of Muskegon Form Based Code is intended to support redevelopment within downtown Muskegon, including key waterfront areas and commercial districts through the establishment of building types, frontage types and street guidelines by creating a compact, transit-oriented development pattern that fosters walkable corridors, mixed uses, and a diversity of residential development. The City of Muskegon Form Based Code reflects the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2014 City of Muskegon Parking Strategy.

Redevelopment within the project area shall adhere to the provisions and standards established in this form based code in order to realize the vision set forth in the 2008 Downtown and Lakeshore Redevelopment Plan which was subsequently adopted as part of the city's Master Plan.

The City of Muskegon Form Based Code is a legal document regulating building types, frontage types and thoroughfare types wherever its Context Areas are applied. It shall do so in conjunction with the municipal City of Muskegon Zoning Ordinance for areas zoned Form Based Code (FBC) on the Zoning Map, by regulating land development to ensure a compact, urban form.

**2001.02 SCOPE**

The City of Muskegon Form Based Code is a mandatory code that applies to all new development and redevelopment within the boundaries of the Zoning Map or other locations within the municipality where the applicable Context Areas have been applied as outlined in 2002.00, Applicability. The boundaries generally include all lands that abut Muskegon Lake to the west, Spring Street to the north, Shoreline Drive to the south, and Muskegon Avenue to the east, as well as the 3rd Street Business District.

Within the City of Muskegon Zoning Ordinance, properties zoned and thus regulated by the City of Muskegon Form Based Code are within the Form Based Code (FBC) district. This district directs property owners and applicants to this Code for development standards. Wherever there is a conflict between the City of Muskegon Form Based Code and other sections of the City's of Muskegon Zoning Ordinance (as applied to particular development within the FBC district), the requirements specifically set forth in the Form Based Code shall prevail.

For development standards not covered by the City of Muskegon Form Based Code, the other applicable sections in the municipal City of Muskegon Zoning Ordinance shall apply. All development shall also comply with all other local, state or federal regulations and ordinances.

Throughout this Form Based Code, photographs are used for illustrative purposes only.

## SECTION 2002 APPLICABILITY AND PROCEDURES

### SECTION 2002 APPLICABILITY AND PROCEDURES

#### 2002.00 APPLICABILITY

The City of Muskegon Form Based Code shall apply to development within the boundaries of the Form Based Code District depicted on the City of Muskegon official Zoning Map. Development shall include the following:

- A. ~~New~~Development.
- B. Modifications to existing buildings:
  - 1. Building Footprint. Increasing or decreasing a building footprint by twenty-five percent (25%) or greater in area or when the cost of the addition is greater than or equal to fifty percent (50%) of the current assessed value of the building or structure. Phased construction to avoid compliance with this standard or breaking up construction such that the thresholds are avoided shall be prohibited.
  - 2. Building Facade.
    - i. Increasing or decreasing the building facade transparency by more than fifty percent (50%). Phased construction to avoid compliance with this standard or breaking up construction such that the 50% threshold is avoided shall be prohibited.
    - ii. Building facades over 50 years are exempt from the City of Muskegon Form Based Code, except existing window and door openings shall remain, in addition to existing building materials, unless the Planning Commission deems the frontage as not having historic value.
    - iii. For properties listed in the State or National Register of Historic Places or are located within a Local Historic District, the Secretary of Interior Standards for Rehabilitation shall supersede this Form Based Code.
- C. Any change in land use impacting parking requirements.
- D. The Planning Commission may, at the request of the applicant, waive the applicability of this Code upon a finding that adhering to the Code would place undue hardship on the applicant. Should the Planning Commission waive the applicability of the Form Based Code, the underlying district provisions shall apply.

#### 2002.01 SITE PLAN/PLOT PLAN PROCEDURES

- A. Full Site plan/plot plan. To expedite the development process, development within the City of Muskegon Form Based Code that complies with the provisions of this Code shall require full site plan or plot plan review and approval by the City's Zoning Administrator or Building Official.
  - 1. Section 2303 in the City of Muskegon Zoning Ordinance shall govern the type of submittal required, being either a full site plan or plot plan.
  - 2. Review and approval shall be conducted by the City's Building Official for single-family detached dwellings and modifications to comply with accessibility requirements.
  - 3. All other development activities outlined in Section 2303 shall require review and approval of the City's Zoning Administrator.
- B. Site Plan review procedures and requirements. Site plan submittal and review shall follow the processes set forth in Section 2303 of the City of Muskegon Zoning Ordinance. Site plan required data shall adhere to Section 2303 of the City of Muskegon Zoning Ordinance, unless waived or required by the City's Zoning Administrator ~~per Section 2303, 8.~~
- C. Planning Commission review. Full site plan review by the Planning Commission shall be required for any Special Land Use or Specific Development Plan. Review standards are included in Section ~~2303~~~~2330, 11~~ of the City of Muskegon Zoning Ordinance. Special Land Use standards specific to special uses regulated in this Form Based Code are included in Section 2005.

**SECTION 2002 APPLICABILITY AND PROCEDURES**

- D. Specific Development Plan. A Specific Development Plan is intended to allow applicants development flexibility to address market conditions and opportunities, including the master planning of large lots exceeding the maximum block dimensions as outlined in Section 2004, as well as the consolidation of multiple properties to create predictable and market responsive development for the area. Specific Development Plans shall be required for any Major Departure as outlined in this Section 2002.03 (~~form based code departures~~).
1. Specific Development Plan requirements. A Specific Development Plan shall include a full site plan and required data as outlined in Section ~~2303, 112330~~.
  2. Additional requirements include: A plan depicting the proposed Context Areas for the subject site(s) if major departures from the Context Area boundaries are requested.
  3. Public Hearing: The applicant and/or Planning Commission may request a public hearing for a Specific Development Plan. A public hearing, pursuant to the Michigan Zoning Enabling Act, shall be required for a major departure of Context Area boundary.
  4. Planning Commission action: The Planning Commission shall review and approve, with or without conditions, the full site plan upon the following findings:
    - i. The Context Areas provide a seamless transition from adjacent, existing districts and uses to the proposed subject site(s).
    - ii. Internal circulation and layout of lots fosters a walkable, urban area by adhering to the maximum block lengths as outlined in Section 2004.
    - iii. Roadways are interconnected and provide safe areas for walking and biking.

**2002.02 SPECIAL LAND USES**

- A. Special Land Uses. As per Section 2005 of the City of Muskegon Form Based Code, certain uses require special land use review and approval by the Planning Commission. The special land use review and approval process shall adhere to Section 2332 of the City of Muskegon Zoning Ordinance. Specific standards for special land uses are determined by Context Area and Use, refer to Section 2005.

**2002.03 FORM BASED CODE DEPARTURES**

- A. Minor Departures. The Zoning Administrator may, at the request of an applicant, waive certain minor adjustments to context area boundaries, building frontage standards and building type standards as outlined in Table 2002.03a.
- B. Major Departures. The Planning Commission may, at the request of the Zoning Administrator or applicant, waive certain major deviations to context area boundaries, building frontage standards and building type standards. Table 2002.03b provides a summary of major departures.
- C. Findings for Code Departures. The applicable reviewing body shall find that a departures to the Form Based Code:
1. Does not materially change the circulation and building location on the site;
  2. Does not alter the relationship between the buildings and the street;
  3. Does not allow a use not otherwise permitted in this Form Based Code; and
  4. The departure is the minimum required necessary to meet the intent of the Form Based Code.

**TABLE 2002.03a MINOR DEPARTURES**

	Type	Modification	Findings
Context Area	Area or boundary of context area	No more than 15% increase or decrease in area	When possible, boundaries shall follow parcel lines

SECTION 2002 APPLICABILITY AND PROCEDURES

Building Frontage	Location requirement, including required building line	No more than 1' deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions
Building Type	Size and massing Entrance intervals Story height	No more than 5% deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions

TABLE 2002.03b MAJOR DEPARTURES

	Type	Modification	Findings
Context Area	Area or boundary of context area	No more than 30% increase or decrease in area	When possible, boundaries shall follow parcel lines
Building Frontage	Location requirement, including required building line	More than 1' and less than 2' deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions
Building Type	Size and massing Entrance intervals Story height	No more than 10% deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions

2002.04 ADOPTION AND EFFECTIVE DATE

A. City of Muskegon

1. **Adoption.** The City of Muskegon Form Based Code was adopted at a regular meeting of the Muskegon City Commission on May 26, 2015.
2. **Effective Date.** The City of Muskegon Form Based Code shall take effect and be in force on and after June 5, 2015 in the City of Muskegon.

## SECTION 2003 GENERAL PROVISIONS

### **SECTION 2003 GENERAL PROVISIONS**

#### **2003.00 APPLICABILITY**

Section 2003 identifies provisions that are general to all City of Muskegon Form Based Code Context Areas.

Each Context Area established in this code shall meet the requirements of Section 2003. If there is a conflict between this Section and the individual requirements of the Context Area or Building Size and Massing Standards, the requirements of the Context Areas or Building Size and Massing Standards shall govern.

#### **2003.01 BONUSES AND INCENTIVES**

- A. Purpose and Intent. The Planning Commission may grant development incentives to applicants to encourage the provision of certain community benefits or amenities that are in compliance with 2003.01.
- B. Incentives Restricted to Added Benefits. Incentives shall be granted only when the community benefits or amenities offered would not otherwise be required or are likely to result from the planning process.
- C. Incentives Permitted. The Planning Commission may grant the following incentives commensurate with the benefit provided:
  - 1. Downtown Context Area: Building height may be increased up to 2 additional stories.
  - 2. Building height increase bonuses shall require a site plan review and approval through the Planning Commission.
  - 3. The Planning Commission reserves the right to determine the extent of the increase in height, up to the maximum bonus allowed, based on the extent of the benefit provided.
- D. Civic Space Benefit. An increase in building height may be granted for the creation of dedicated Civic Space, including greenway connections either along 3rd Street and/or over Shoreline Drive connecting the downtown to the downtown waterfront context area. Civic Space shall meet one of the following requirements to be considered for an incentive:
  - 1. Civic Space shall be in the form of plazas, squares, greens, linear parks, green alleys, parklets or parks. Civic spaces do not include community gardens.
- E. Parking Structure Benefit. An increase in building height may be granted for projects that incorporate parking structures as part of the development. Parking structures shall meet the following requirements to be considered for an incentive:
  - 1. The parking structures shall meet the requirements of Section 2008 Parking Standards.
  - 2. The parking structures shall provide a minimum of fifty percent (50%) of its parking spaces as parking available to the public at market rate.
  - 3. The parking structures shall provide bicycle amenities including bike racks and/or bike lockers that are easily accessed from the public right-of-way.

#### **2003.02 ENCROACHMENTS**

- A. The following architectural elements may project into required setbacks, beyond required build-to-zones or into the public right-of-way as indicated below. For encroachments into the public right-of-way, an encroachment permit shall be obtained from the applicable City department(s).
  - 1. Balconies. A balcony with a minimum ground clearance of twelve (12) feet above adjacent grade may extend six (6) feet maximum from the exterior wall of the building.
  - 2. Awnings and Canopies. An awning or canopy with a minimum ground clearance of eight (8) feet above adjacent grade may extend five (5) feet maximum from the exterior wall of the building.
  - 3. Eaves. Building eaves with a minimum ground clearance of twelve (12) feet above adjacent grade may extend two (2) feet maximum from the exterior wall of the building.

## SECTION 2003 GENERAL PROVISIONS

4. Cornice. Building cornices with a minimum ground clearance of twelve (12) feet above adjacent grade may extend up to a two (2) foot maximum from the exterior wall of the building.
  5. Bay Windows. Bay windows with a minimum ground clearance of twelve (12) feet above adjacent grade may extend three (3) feet maximum from the exterior wall of the building.
  6. Projecting Signs. Projecting signs with a minimum ground clearance of eight (8) feet above adjacent grade may extend three (3) feet maximum from the exterior wall of the building.
- B. Unenclosed porches, stoops, **lightwells**, and steps may project into required setbacks and beyond required build-to-zones as indicated below. Unenclosed porches, stoops, **lightwells** and steps shall not project into the public right-of-way.
1. Along principal frontage lines: Unenclosed porches, stoops, and **lightwells** (not including steps) may project into the front yard or front build-to-zone by no more than ten (10) feet, but shall be no closer than five (5) feet to the principal frontage line. Steps may completely encroach into the front yard or front build-to-zone but shall not extend beyond the principal frontage line.
  2. Along secondary frontage lines: Unenclosed porches, stoops, **lightwells**, and steps may project into the side yard or side build-to-zone provided that they are not closer than three (3) feet to the secondary frontage line.
  3. Along any side or rear non-frontage property line: Unenclosed porches, stoops, **lightwells**, and steps may project into the side or rear yard setback areas by no more than three (3) feet.
  4. Decorative walls and fences may project into setbacks or yards as allowed in Section ~~2331~~ **2333** Landscaping, Fencing, Walls, Screens and Lighting.

### 2003.03 HEIGHT MEASUREMENT OF BUILDINGS

- A. Building heights shall be measured in number of stories.
- B. Story height shall be measured from floor to ceiling for each floor of a building as indicated by specific building type.
- C. Attic and basements are not counted as stories.
- D. Penthouses that are required for elevators and stair enclosures for roof access are not counted as stories. Penthouses and stair enclosures shall not extend more than 12 feet from the adjacent roof surface.

### 2003.04 OUTDOOR SEATING

- A. Outdoor seating shall be permitted with the following building **envelope** types:
  1. Mixed-Use Building
  2. Retail Building
  3. Flex Building
  4. Cottage Retail Building
  5. Live/Work Building
  6. Civic Building
- B. All other standards of Section 2308, Outdoor **DiningSeating**, found in the City's of Muskegon Zoning Ordinance shall apply.

### 2003.05 TRANSPARENCY

- A. Facade Transparency requirements for building elevations facing principal and secondary frontage lines are indicated as a percentage of clear glass to solid wall in Section 2006 Building Type Standards. Transparency shall be subject to the following requirements:
  1. Clear Glass. Only clear or lightly tinted glass in windows, doors, and display windows shall be shall considered transparent.

**SECTION 2003 GENERAL PROVISIONS**

2. Calculation. The calculation of the percentage of transparency shall include only the glass within the windows, doors, and display windows.
3. Reflective Surfaces. The use of highly reflective surfaces, including reflective glass and mirrors is prohibited on the ground floor.
4. Security Shutters. Exterior steel barriers, hurricane curtains and other security devices are not permitted on the exterior of the building. If they are located in the interior of the building, they may not be visible from the sidewalk or public right-of-way during business hours.
5. Interior Display. Interior display shelves and merchandise are not permitted to block or obscure clear views into or out of the building at windows, doors or display windows that are included as part of the required transparency.
6. Stairwells. Where stairwells are introduced to the outer building wall of a building, the exterior of the stairwell and exit door shall be at least seventy (70) percent transparent.

**2003.06 ACCESSORY BUILDINGS AND STRUCTURES**

Accessory buildings and structures shall adhere to the [following regulations in Section 2311 Accessory Structures and Buildings.](#)

Accessory Buildings and Structures		
	Detached House	Other Building Types
Number	One Per Lot	No limit; however review and approval by Zoning Administrator is required
Size	Up to 600 square feet	No limit; however review and approval by Zoning Administrator is required
Height	One story, up to 14'	
Setbacks	Setbacks shall adhere to those of the applicable context area and shall be setback from front property line by 40'  Shall be separated from main building by 10'  Shall not be closer to property lines than the main building	
Composition	Any part of accessory building facing a front or side street shall adhere to the transparency requirements of the main building, per Building Type Standards, Section 2006.	
Exceptions	Accessory buildings shall not be permitted with detached house containing a carriage house on the same property.	Accessory buildings and structures are permitted in all context areas except the Downtown (DT).

**2003.07 ROOF TOP SCREENING**

All rooftop mechanical, communication, and similar devices shall be screened from view of adjacent properties and streets. Screening shall be so designed as to be an integral part of the building. The screening material shall match the building's material and color or be another material or color that is compatible with the building exterior.

## SECTION 2003 GENERAL PROVISIONS

### 2003.08 NONCONFORMITIES

Any lawful use of any land or building existing on May 26, 2015 and located in a zoning district in which it would not be permitted as a new use under the regulations of the Muskegon Form Based Code is hereby declared a nonconforming use and not in violation of this Section, subject to the regulations of this Section.

- A. Nonconforming Uses of Buildings and Structures. Nonconforming uses of buildings and structures in the Form Based Code shall adhere to the provisions of Article XXII.
- B. Nonconforming Due to Building Size and Massing. For buildings and structures that do not conform to the building size and massing standards of this Form Based Code, but are otherwise conforming to use, certain relief is provided and such buildings and structures shall be deemed conforming. Alterations, repair, maintenance or other activities requiring building permit shall conform to the provisions of this Form Based Code when such actions meet the Applicability provisions contained in Section 2002.
- C. Nonconforming Signs. Nonconforming signs shall meet the provisions of Section 2334, [13 of the City of Muskegon Zoning Ordinance](#).

- 1. ~~Nonconforming Sign Removal Incentive. In an effort to encourage the eventual elimination of nonconforming signs, protect public health, safety, and welfare, as well as reduce visual clutter and improve the aesthetics of the area, the following incentive is established to encourage conformance with Section 2009. When a non-conforming sign is removed and replaced with a conforming sign per Section 2009 of the Form Based Code, the applicant shall be eligible for an increase in total sign area not to exceed twenty percent (20%) of the permitted sign area of the replacement sign.~~

### 2003.09 LIGHTING

A. ~~Exterior site lighting, other than flag and decorative lighting, shall be confined to the development site and conform to [Section 2333, 20 of the City of Muskegon Zoning Ordinance](#) the following:~~

~~Lamps and luminaries shall be shielded, hooded and/or louvered to provide a glare free area beyond the property line and beyond any public right-of-way, and the light source are not directly visible from beyond the boundary of the site.~~

~~The light from any illumination source shall be designed so that the light intensity or brightness at any property line shall not exceed one (1) foot candle.~~

~~Lighting fixtures shall have one hundred percent (100%) cut off above the horizontal plane at the lowest part of the point light source. The light rays may not be emitted by the installed fixture at angles above the horizontal plane. No light fixture shall be mounted higher than fifteen (15) feet above the average grade of the site.~~

~~There shall be no lighting of a blinking, flashing, or fluttering nature, including changes in light intensity, brightness or color. Beacon and search lights are not permitted.~~

~~No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.~~

### 2003.10 APPEALS

An appeal may be taken to the Zoning Board of Appeals by any person, firm or corporation, or by any officer, department, board, or bureau affected by a decision of the Zoning Administrator. Such appeal process shall follow the process and procedures of Article XXV of the City of Muskegon Zoning Ordinance.

SECTION 2003 GENERAL PROVISIONS

**2003.11 FENCING**

~~Fencing shall be permitted with approval of the Zoning Administrator.~~ Fencing shall adhere to Section ~~2331~~2333, 12-19 of the City of Muskegon Zoning Ordinance, and the following additional provisions:

- ~~A. Fencing shall be permitted in rear and side yards only, and located behind the front building wall.~~
- ~~B. Fencing shall be a maximum of three (3) feet in height along side property lines; and six (6) feet in height at rear property lines.~~
- ~~C. Chain link fencing shall be prohibited.~~

**2003.12 TRASH ENCLOSURES**

Open storage or refuse areas, including trash enclosures shall adhere to the following:

- A. Opaque Screen Wall. An opaque screen wall (vertical structured barrier to visibility at all times such as a fence or wall) is required around three (3) sides of the dumpster and trash bin area. Height shall not exceed six (6) feet.
- ~~B. Trash enclosures shall not be placed or face a front or side street.~~
- ~~C.B.~~ Trash enclosures shall be located behind the front building wall and be placed a minimum of twenty (20) feet from property lines along front or side streets.

## SECTION 2004 SUBDIVISION AND ACCESS STANDARDS

### SECTION 2004 SUBDIVISION AND ACCESS STANDARDS

#### 2004.00 APPLICABILITY

The subdivision of lands within the Form Based Code district shall adhere to Chapter 78 of the City of Muskegon Code of Ordinances, except as provided herein. Note that where the Design and Layout Standards within Chapter 78 contradict the standards herein, the standards herein shall take precedence.

#### 2004.01 LOT REQUIREMENTS

- A. Access. Blocks and Lots shall abut ~~a s~~Streets, Avenue, and/or Alleys, as ~~defined-described~~ in Section 2005, ~~Context Areas and Uses~~. Double frontage lots shall be permitted, provided that the applicant identify a principal frontage to orient building types. Buildings shall face streets, rights-of-ways, or civic spaces.
- ~~B.~~ Width and Depth. ~~No lot shall be created that is less than the minimum or more than the maximum permitted lot widths and depths defined in the applicable Context Areas. Lot width shall be as follows:~~
  - ~~1. Residential. Residential lots for detached house types shall be at least 40' in width. Live/work and/or rowhouse lots shall be at least 18' in width.~~
  - ~~2. Commercial. Commercial or mixed use lots within all Context Areas shall be at least 25' in width.~~
  - ~~3-B.~~ The maximum lot width to depth ratio shall be 1:4.
    - ~~4. Applicant is encouraged to verify site dimensional requirements for desired building type and applicable frontage standards prior to platting.~~

#### 2004.02 BLOCK REQUIREMENTS

- A. Length. Blocks shall be not less than ~~500-200~~ feet nor more than ~~1,250~~800 feet.
- B. Width. Width shall be as necessary to meet site dimensional requirements for applicable building types. Applicants are encouraged to consider providing civic space in the form of plazas, pocket parks, or other public gathering areas dispersed in 1/4 mile increments and not less than 2,500 square feet in area.
- C. Block Frontage. Blocks shall be bounded by public right-of-way, civic space, public access easements, or the waterfront.
- D. Connectivity. New streets shall connect to existing streets wherever possible. Cul-de-sacs shall not be permitted.

#### 2004.03 ACCESS REQUIREMENTS

- A. Alley access is encouraged within all Context Areas.
- B. Existing alleys are encouraged to be maintained.
- C. Cross access easements shall be provided when feasible as an access management strategy, especially within the Mainstreet Waterfront Context Area. Cross access ways shall be designed as rear alleys.
- D. Cross access agreements shall be legally binding and allow interconnected vehicular and pedestrian access in perpetuity.
- E. Rear alleys shall be contiguous along adjacent property lines, forming a travel way parallel to the primary thoroughfare.
- F. Similar building types shall face each other across a street ~~or avenue~~, while alleys may be used to transition between building types.

#### 2004.04 DRIVEWAY REQUIREMENTS

- A. Commercial.
  - 1. For access management purposes, driveways shall be shared and connect to a rear alley when available.

SECTION 2004 SUBDIVISION AND ACCESS STANDARDS

2. A shared driveway access agreement shall be reviewed and approved by the [City Attorney-Zoning Administrator](#) prior to subdivision approval.

**2004.05 PLATTING REQUIREMENTS**

The subdivision of lands shall follow the review and approval process as provided in Chapter 78.

**2004.06 SIDEWALKS**

Sidewalks shall be provided [in accordance with the Street Space Standards for the applicable Context Area along both sides of any public street.](#)

## SECTION 2005 CONTEXT AREAS AND USE

### SECTION 2005 CONTEXT AREAS AND USE

#### 2005.00 PURPOSE

Section 2005 identifies the Context Areas and Uses established for the City of Muskegon Form Based Code and provides the attributes that are allowed in each **Context** Area. These attributes include use, building types, and building height. These Context Areas ensure that proposed development is consistent with the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2015 City of Muskegon Parking Strategy.

Each of the Context Areas described in this Section represent a spectrum of development character and intensity, ranging from the most urban intense (Downtown) to the least urban intense (Residential). Each Context Area establishes character through its use of Building Types (Section 2006).

#### 2005.01 APPLICABILITY

Each Context Area ~~established in the Context Area Map~~ shall meet the standards of this Section. Each Context Area includes permitted and special uses (if applicable), Building Types, and building height. ~~Key maps are provided to quickly discern the context area location within the City of Muskegon.~~

#### 2005.02 ~~CONTEXT AREA MAP~~[RESERVED]

#### 2005.03 ~~CONTEXT AREAS OVERVIEW~~[RESERVED]

~~Table diagrams and More Urban Less Urban arrow~~

##### ~~DT-Downtown-Description~~

~~This Context Area is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail uses with residential and office uses on the upper floors. This Context Area has a high level of transit service that can help offset the need for off-street parking and promote walkability.~~

~~The following are generally appropriate form elements in this Context Area:~~

- ~~A.—Attached buildings~~
- ~~B.—Medium to large building footprint~~
- ~~C.—Building at the Right-of-Way~~
- ~~D.—No side setbacks~~
- ~~E.—Storefront frontages~~

##### ~~MS Mainstreet-Description~~

~~This Context Area is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain primarily street level retail uses, however, residential and service uses may occur on the ground floor so that the area can mature over time. This Context Area has a high level of walkability and vibrancy at the street level.~~

~~The following are generally appropriate form elements in this Context Area:~~

- ~~A.—Attached buildings~~
- ~~B.—Medium to large building footprint~~
- ~~C.—Building at or near the Right-of-Way~~
- ~~D.—Small side setbacks~~

## SECTION 2005 CONTEXT AREAS AND USE

- E. Varied frontages with an emphasis on commercial

### MSW Mainstreet Waterfront Description

This Context Area is similar to the Mainstreet Context Area and is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. Buildings in this district are required to have setbacks on the upper floors so that lakeshore views are maintained.

The following are generally appropriate form elements in this Context Area:

- A. Attached buildings
- B. Medium to large building footprint
- C. Building at or near the Right-of-Way
- D. Small side setbacks
- E. Varied frontages with an emphasis on commercial

### NC Neighborhood Core Description

This Context Area is characterized by a wide variety of building types that can accommodate retail, service, office, and residential uses. Buildings are typically close to the street and form nodes of activity at key intersections. This Context Area forms a transitional area between the more intense Context Areas of the Form Based Code area and the existing residential neighborhoods that are adjacent to downtown Muskegon.

The following are generally appropriate form elements in this Context Area:

- A. Primarily attached buildings
- B. Medium to large building footprint
- C. Varied front setbacks
- D. Small side setbacks
- E. Varied frontages

### NE Neighborhood Edge Description

This Context Area is characterized by a wide range of residential building types that have a variety of setback conditions within a compact walkable block structure. Retail and office enterprises may occur in various locations within the block structure. This Context Area provides a variety of medium and small residential building types that transition between the existing neighborhoods.

The following are generally appropriate form elements in this Context Area:

- A. Attached and detached buildings
- B. Medium building footprints
- C. Varied front setbacks
- D. Medium to small side setbacks
- E. Varied frontages

### UR Urban Residential Description

This Context Area is characterized by a wide variety of residential buildings types that have a range of setback conditions within a compact walkable block structure. Small retail enterprises may occur at strategic corner locations within live/work buildings. This Context Area is typically adjacent to single family residential districts.

The following are generally appropriate form elements in this Context Area:

SECTION 2005 CONTEXT AREAS AND USE

- A. Attached and detached residential buildings
- B. Medium to small building footprint
- C. Varied front setbacks
- D. Medium side setbacks
- E. Primarily stoops and porch frontages

2005.04 SUMMARY OF BUILDING TYPES PERMITTED IN EACH CONTEXT AREA

**Commented [JP1]:** Add updated table including Lakeside Context Areas.

SECTION 2005 CONTEXT AREAS AND USE  
**2005.05 DOWNTOWN (DT) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To reinforce and enhance the downtown city core and to enable it to evolve into a complete neighborhood that provides local and regional service, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices.

Description: This Context Area is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail uses with residential and office uses on the upper floors. ~~This context area has a high level of transit service that can help offset the need for off-street parking and promote walkability.~~

The following are generally appropriate form elements in this Context Area:

- A. Attached buildings
- B. Medium to large building footprint
- C. Building at the Right-of-Way
- D. No side setbacks
- E. Storefront frontages

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.01](#) for building site placement.

- A. Front Build-to-Line (at front street):
  - 0 feet – required build-to-line (no setback is permitted in this Context Area, building facade shall be at front property line).
- B. Side Build-to-Line (at side street):
  - 0 feet – required build-to-line (no setback is permitted in this Context Area, building facade shall be at side property line).
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.02](#) for on-site parking placement.

- A. Front Setback:
  - 40 feet minimum from front property line.
- B. Side Setback (from side street):
  - 5 feet minimum from side property line.

**Commented [JP2]:** Add photo and plan drawing.

**Commented [JP3]:** Delete map.

**Commented [JP4]:** Add table.

**Commented [JP5]:** Add illustration.

**Commented [JP6]:** Add illustration.

SECTION 2005 CONTEXT AREAS AND USE

- C. Side Setback (from non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

**Commented [JP7]:** Add updated table.

SECTION 2005 CONTEXT AREAS AND USE  
**2005.06 MAINSTREET (MS) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide a focal point that serves the city's neighborhoods by accommodating retail, service, and residential uses in a compact, walkable urban form.

Description: This Context Area is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain primarily street level retail uses, however, residential and service uses may occur on the ground floor so that the area can mature over time. This Context Area has a high level of walkability and vibrancy at the street level.

The following are generally appropriate form elements in this Context Area:

- A. Attached buildings
- B. Medium to large building footprint
- C. Building at or near the Right-of-Way
- D. Small or no side setbacks
- E. Varied frontages with an emphasis on commercial

**Commented [JP8]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP9]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP10]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.03](#) for building site placement.

**Commented [JP11]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 0 to 15 feet from front property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 0 to 15 feet from side property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.04](#) for on-site parking placement.

**Commented [JP12]:** Add illustration.

- A. Front Setback:
  - 40 feet minimum from front property line.
- B. Side Setback (from side street):

SECTION 2005 CONTEXT AREAS AND USE

- 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP13]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.07 MAINSTREET WATERFRONT (MSW) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide a waterfront focal point that serves the city's neighborhoods and the region by accommodating retail, service, and residential uses in a compact, walkable urban form.

Description: This Context Area is similar to the Mainstreet Context Area and is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. Buildings in this district are required to have setbacks on the upper floors so that lakeshore views are maintained.

The following are generally appropriate form elements in this Context Area:

- A. Attached buildings
- B. Medium to large building footprint
- C. Building at or near the Right-of-Way
- D. Small or no side setbacks
- E. Varied frontages with an emphasis on commercial

**Commented [JP14]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP15]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP16]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.05](#) for building site placement.

**Commented [JP17]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 0 to 15 feet from front property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
  - Front build-to-zone for Mainstreet Waterfront Context Area shall also be applied to any property lines or easements that face the waterfront.
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 0 to 15 feet from side property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.06](#) for on-site parking placement.

**Commented [JP18]:** Add illustration.

- A. Front Setback:
  - 40 feet minimum from front property line.

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- B. Side Setback (from side street):
  - 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP19]: Add updated table.

7.0 CONDITIONAL PERMITTING OF BUILDING TYPES

Refer to *Illustration 5.07* for upper story setbacks that are required for all buildings located in the Mainstreet Waterfront Context Area.

Commented [JP20]: Add illustration.

- A. Upper stories above the second floor and facing front and side streets are required to be setback from the front and side property line 12 feet minimum and 30 feet maximum.
- B. Upper stories above the second floor and facing the waterfront *(Waterfront Edge Public Realm in Section 2007)* are required to be setback from the waterfront edge 20 feet minimum and 30 feet maximum.
- C. Balconies that cantilever from the wall surface may encroach into the required setback area.

SECTION 2005 CONTEXT AREAS AND USE

**2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide a variety of urban housing, retail, and commercial choices, in medium footprint, medium-density Building Types, which reinforce the neighborhood’s walkable nature and support neighborhood retail and service at key intersections.

Description: This Context Area is characterized by a wide variety of building types that can accommodate retail, service, office, and residential uses. Buildings are typically close to the street and form nodes of activity at key intersections. This Context Area forms a transitional area between the more intense Context Areas of the Form Based Code area and ~~the existing, adjacent~~ residential neighborhoods ~~that are adjacent to downtown Muskegon.~~

The following are generally appropriate form elements in this Context Area:

- A. Attached and detached buildings
- B. Medium building footprints
- C. Varied front setbacks
- D. Medium to small side setbacks
- E. Varied frontages

**Commented [JP21]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP22]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP23]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.08](#) for building site placement.

**Commented [JP24]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 0 to 20 feet from front property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 0 to 20 feet from side property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
- C. Side Setback (at non-street locations):
  - 3 feet from side property line.
- D. Rear Setback:
  - 10 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.09](#) for on-site parking placement.

**Commented [JP25]:** Add illustration.

- A. Front Setback:
  - 40 feet minimum from front property line.

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- B. Side Setback (from side street):
  - 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 5 feet from side property line.
- D. Rear Setback:
  - 5 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

**Commented [JP26]:** Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.09 NEIGHBORHOOD EDGE (NE) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide an urban form that can accommodate a very diverse range of Building Types and uses, in order to reinforce the pattern of existing diverse walkable neighborhoods and to encourage revitalization and investment.

Description: This Context Area is characterized by a wide range of residential building types that have a variety of setback conditions within a compact walkable block structure. Retail and office enterprises may occur in various locations within the block structure. This Context Area provides a variety of medium and small residential building types that transition between the existing neighborhoods.

The following are generally appropriate form elements in this Context Area:

- A. Primarily attached buildings
- B. Medium to large building footprint
- C. Varied front setbacks
- D. Small side setbacks
- E. Varied frontages

**Commented [JP27]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP28]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP29]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.10](#) for building site placement.

**Commented [JP30]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 5 to 25 feet from front property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 10 to 25 feet from side property line.
  - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
- C. Side Setback (at non-street locations):
  - 3 feet from side property line.
- D. Rear Setback:
  - 10 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.11](#) for on-site parking placement.

**Commented [JP31]:** Add updated illustration correcting H to G.

- A. Front Setback:
  - 40 feet minimum from front property line.

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- B. Side Setback (from side street):
  - 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 5 feet from side property line.
- D. Rear Setback:
  - 5 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP32]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide a variety of urban housing choices, in small to medium footprint, medium-density Building Types, which reinforce the neighborhood’s walkable nature and support small locally-owned neighborhood retail, service, and commercial activity.

Description: This Context Area is characterized by a wide variety of residential buildings types that have a range of setback conditions within a compact walkable block structure. Small retail enterprises may occur at strategic corner locations within live/work buildings. This Context Area is typically adjacent to ~~single family~~ residential districts.

The following are generally appropriate form elements in this Context Area:

- A. Attached and detached residential buildings
- B. Medium to small building footprint
- C. Varied front setbacks
- D. Medium side setbacks
- E. Primarily stoops and porch frontages

**Commented [JP33]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP34]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP35]:** Add updated table including change from minimum lot depth to minimum lot area.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.12](#) for building site placement.

**Commented [JP36]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 10 to 30 feet from front property line.
  - Live/Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from front property line.
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 5 to 25 feet from side property line.
  - Live/Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from side property line.
- C. Side Setback (at non-street locations):
  - 5 feet from side property line.
- D. Rear Setback:
  - 15 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.13](#) for on-site parking placement.

**Commented [JP37]:** Add updated illustration correcting H to G.

- A. Front Setback:
  - 40 feet minimum from front property line.

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- B. Side Setback (from side street):
  - 10 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 1 foot from side property line.
- D. Rear Setback:
  - 5 feet from rear property line at non-street locations.
  - 10 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP38]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.1105 LAKESIDE COMMERCIAL (LC) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To reinforce and enhance the Lakeside Business District and strengthen its ability to thrive as a destination place for local consumers and tourists that provides service, retail, entertainment, civic and public uses, as well as a variety of housing choices in a walkable, urban form.

Description: This Context Area is characterized by mixed uses set along sidewalks to help promote walkability and commerce. The regulations have been created to continue the development pattern of the street wall on the south side of Lakeshore Drive, and the more detached, farther set back, development type on the north side of Lakeshore Drive. Maximum building heights have increased from prior regulations, allowing development with views of Muskegon Lake.

The following are generally appropriate form elements in this Context Area:

- A. Attached buildings on south side of Lakeshore Dr. Attached or detached buildings on north side of Lakeshore Dr.
- B. Building at the Right-of-Way south side of Lakeshore Dr. Small setback on the north side of Lakeshore Dr.
- C. Medium to large building footprint
- D. Storefront frontages

**Commented [JP39]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP40]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP41]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.1401](#) for building site placement.

**Commented [JP42]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 0 to 3 feet from front property line.
- B. Side Build-to-Line/Zone (at side street):
  - 0 feet – required build-to-line on the south side of Lakeshore Drive.
  - 0-10 feet – required build-to-zone on the north side of Lakeshore Drive.
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.1502](#) for on-site parking placement.

**Commented [JP43]:** Add illustration.

- A. Front Setback:
  - 30 feet minimum from front property line on the south side of Lakeshore Drive.
  - Parking must be located behind front building line on the north side of Lakeshore Drive.
- B. Side Setback (from side street):

SECTION 2005 CONTEXT AREAS AND USE

- 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.
- E. Parking located at side, rear, or front street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas:
  - Parking/service areas shall not be accessed from Lakeshore Dr., unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
  - Additional requirement for North side of Lakeshore Dr.: Parking/service areas shall not be accessed from Lakeshore Dr., unless the property has over 100' of road frontage on Lakeshore Dr.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP44]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.1206 LAKESIDE HEAVY COMMERCIAL (LHC) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To continue the dense retail and mixed-use development pattern of the district, but to also allow for more intense uses, such as auto repair and research & development. To incorporate these more intense uses harmoniously within the walkable development pattern.

Description: This Context Area is similar to the Lakeside Commercial Context Area, but also allows for more intense uses, such as auto repair and research & development. Mixed-use and retail buildings are set adjacent to the sidewalk, however, garage type frontages are set back farther to allow for vehicle circulation and pedestrian safety.

The following are generally appropriate form elements in this Context Area:

- A. Attached or detached buildings on the south side of Lakeshore Dr.
- B. Buildings at or near the right-of-way
- C. Medium to large building footprint
- D. Storefront or garage door frontage option

**Commented [JP45]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP46]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP47]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.1603](#) for building site placement.

**Commented [JP48]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 0 to 3 feet from front property line.
- B. Side Build-to-Line/Zone (at side street):
  - Required build-to-zone from 0 to 3 feet from side property line.
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: **Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way** Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.1704](#) for on-site parking placement.

**Commented [JP49]:** Add illustration.

- A. Front Setback:
  - Parking must be located behind front building line. When garage door frontage option is used, parking may be located in front of front building line, though active uses are encouraged along the street.
- B. Side Setback (from side street):
  - 3 feet minimum from side property line.
- C. Side Setback (from non-street locations):

SECTION 2005 CONTEXT AREAS AND USE

- 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 3 feet from rear property line at street locations.
- E. Parking located at side, rear, or front street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas:
  - Parking/service areas shall not be accessed from Lakeshore Dr., unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
  - Additional requirement for North side of Lakeshore Dr.: Parking/service areas shall not be accessed from Lakeshore Dr., unless the property has over 100' of road frontage on Lakeshore Dr.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

**Commented [JP50]:** Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.1307 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To allow for the cohesive existence of residential and business uses within the district. This Context Area allows for residential and small scale commercial uses to be placed alongside each other in a walkable, urban form.

Description: This Context Area is characterized by the mixture of commercial and residential uses that helps to promote walkability and commerce. Homes fronting Lakeshore Drive are allowed a third story to take advantage of lake views.

The following are generally appropriate form elements in this Context Area:

- A. Detached homes/live-work buildings
- B. Small to medium building footprint
- C. Storefront frontages

**Commented [JP51]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP52]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP53]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.1805](#) for building site placement.

**Commented [JP54]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 5 to 12 feet from front property line.
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 0 to 12 feet from side property line.
- C. Side Setback (at non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.1906](#) for on-site parking placement.

**Commented [JP55]:** Add illustration.

- A. Front Setback:
  - 40 feet minimum from front property line.
- B. Side Setback (from side street):
  - 5 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 0 feet from side property line.
- D. Rear Setback:
  - 0 feet from rear property line at non-street locations.
  - 5 feet from rear property line at street locations.

SECTION 2005 CONTEXT AREAS AND USE

- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner *(measured from the right-of-way)*.
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

**Commented [JP56]:** Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

**2005.1408 LAKESIDE RESIDENTIAL (LR) CONTEXT AREA**

**1.0 CONTEXT AREA INTENT AND DESCRIPTION**

Intent: To provide a variety of urban housing choices, in small to medium footprint, medium-density Building Types, which reinforce the neighborhood’s walkable nature.

Description: This Context Area is characterized by a wide variety of residential building types that have a range of setback conditions within a compact walkable block structure. This Context Area is typically adjacent to single family residential districts.

The following are generally appropriate form elements in this Context Area:

- A. Attached and detached residential buildings
- B. Medium to small building footprint
- C. Varied front setbacks
- D. Medium side setbacks
- E. Primarily stoops and porch frontages

**Commented [JP57]:** Add photo and plan drawing.

**2.0 CONTEXT AREA LOCATION**

[See City of Muskegon Zoning Map](#)

**Commented [JP58]:** Delete map.

**3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES**

**Commented [JP59]:** Add table.

**4.0 BUILDING SITE PLACEMENT**

Refer to [Illustration 5.2012](#) for building site placement.

**Commented [JP60]:** Add illustration.

- A. Front Build-to-Zone (at front street):
  - Required build-to-zone from 5 to 20 feet from front property line.
- B. Side Build-to-Zone (at side street):
  - Required build-to-zone from 5 to 25 feet from side property line.
- C. Side Setback (at non-street locations):
  - 5 feet from side property line.
- D. Rear Setback:
  - 15 feet from rear property line.
- E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~ Architectural elements as indicated in Section 2003.02.

**5.0 PARKING PLACEMENT**

Refer to [Illustration 5.2113](#) for on-site parking placement.

**Commented [JP61]:** Add illustration.

- A. Front Setback:
  - 40 feet minimum from front property line.
- B. Side Setback (from side street):
  - 10 feet minimum from side property line.
- C. Side Setback (from non-street locations):
  - 1 foot from side property line.
- D. Rear Setback:
  - 5 feet from rear property line at non-street locations.

SECTION 2005 CONTEXT AREAS AND USE

- 10 feet from rear property line at street locations.
- E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
- F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
- G. Driveway access location:
  - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
  - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

**Commented [JP62]:** Add updated table.

## SECTION 2006 BUILDING TYPE STANDARDS

### **SECTION 2006 BUILDING TYPE STANDARDS**

#### **2006.00 PURPOSE**

Section 2006 identifies particular Building Types that are permitted within various Context Areas and provides design standards for each type to ensure that proposed development is consistent with the City of Muskegon Master Plans' vision and goals for downtown character and building form.

#### **2006.01 APPLICABILITY**

Each proposed building shall be designed in compliance with the standards of this Section for the applicable Building Type.

#### **2006.02 BUILDING TYPES BY CONTEXT AREA**

Property may be developed only with the Building Types permitted by this Section in the Context Area applicable to each lot.

- A. Refer to [Building Type Overview \(subsection 2006.06\) in this Section Table 2005.04](#) to determine the specific Building Types that are permitted in each of the Context Areas.

#### **2006.03 CONTENTS OF THIS SECTION**

The following Building Types are specified in this Section:

- A. Mixed-Use Building Type
- B. Retail Building Type
- C. Flex Building Type
- D. Cottage Retail Building Type
- E. Live/Work Building Type
- F. Large Multi-plex Building Type
- G. Small Multi-plex Building Type
- H. Rowhouse Building Type
- I. Duplex Building Type
- J. Detached House Building Type
- K. Carriage House Building Type
- L. Civic Building Type

#### **2006.04 HOW TO USE THIS SECTION [RESERVED]**

~~Refer to sample pages on this sheet for references of how to use each Building Type Standard. These pages are representative of the layout for each Building Type contained in this Section.~~

- ~~A. **Building Type Description:** This subsection serves as an introduction to the Building Type, including pictorial references of emblematic examples and a general Building Type description.~~
- ~~B. **Precedent of Building Type:** This subsection provides precedent examples of the building type in context. Whenever possible, local examples are included in this reference. Precedent Building Types are included as examples and inspiration to give a better understanding of the intent of the Building Type.~~
- ~~C. **Building Size and Massing:** This subsection provides the requirements for building width at front and side streets, percentage of building wall at property line, building depth, and maximum site coverage. These requirements are conveyed in illustration and text for convenience. The intent of this subsection is to maintain character and enclosure along the Public Realm while ensuring that the building's size and mass is appropriate to the context.~~

## SECTION 2006 BUILDING TYPE STANDARDS

- D.— Ground Floor Activation and Access: This subsection provides the quantity and minimum intervals (spacing) for building entrances. These requirements are conveyed in illustration and text for convenience. The intent of this subsection is to ensure that the building and its entrances create an active and visible presence on the street and sidewalk by providing front and side doors for access.
- E.— Number of Units: This subsection provides the minimum and/or maximum number of units that the Building Type may accommodate.
- F.— Use: Uses are regulated by the Context Area in Section 2005. This subsection is a reminder that use requirements are referenced in that section.
- G.— Facade Composition Requirements: This subsection indicates the required facade composition specifications for Building Type, including upper floor(s) transparency, proportion, window orientation, vertical articulation, and roof type.
- H.— Building Type Story Height: This subsection indicates the required minimum dimensions for each floor of the specific Building Type, measured from floor to ceiling. The actual number of stories for buildings is regulated by Context Area (Section 2005).
- I.— Building Type Frontage Options: Each Building Type has specific frontage options that may be chosen as part of the overall composition and street frontage of the building. Frontages are applied to the ground level of the Building Type where it abuts a front and side street, civic space, or public right-of-way. One frontage is required to be used for each building that is constructed (in instances of the Flex and Live/Work Building Types, multiple frontages may be chosen for one building). Frontages provide guidelines for transparency, architecture, and composition that enable the building to engage and define the Public Realm. The table in this section illustrates what frontages are appropriate for each Building Type within each Context Area.

The following two pages are examples of frontage pages for the Storefront Frontage, one of ten different frontage options that are available for the various Building Types.

These pages will immediately follow each of the Building Type pages that have been described above and provide the applicable frontage choices for that Building Type.

- J.— Frontage Description: This paragraph describes the intent of the frontage and provides an image of a precedent example of the frontage, applied to the Building Type that it is associated with. This image will change throughout Section 2006, depending on the Building Type subsection that the frontage is described in.
- K.— Frontage Location Requirements: This subsection provides requirements of the frontage location relative the build-to-line, build-to-zone, or setback. These site placement requirements are defined in Section 2005, Context Areas. This subsection also provides the requirements for landscaping or paving of the ground area adjacent to the frontage.
- L.— Frontage Composition Requirements: This subsection provides the requirements for the composition of the frontage, including transparency, proportion, scale, vertical articulation, entry and details.

### 2006.05 STANDARDS FOR ALL BUILDING TYPES

The following standards apply to all Building Types:

- A. Front Street Building Wall: Front street facades of buildings represent the building front and are located at the public right-of-way lines along the street, public path, or civic space of address for the building.
- B. Side Street Building Wall: Side street walls of buildings represent the building sides that are located at the public right-of-way lines along all streets, public paths, or civic spaces that are not the street of address for the building. The side street build-to-line, build-to-zone, or setback for side streets shall apply to all

## SECTION 2006 BUILDING TYPE STANDARDS

situations where side streets, public paths, or civic spaces occur at more than one side of a building (due to a parcel that is bound on more than two sides by right-of-way lines).

- C. Front Street Transparency Requirements at First Story: Each Building Type's first story transparency at the front street is per the frontage requirements for that Building Type. Side Street walls are required to have one (1) of the following standards:
  - 1. Transparency that is the same as what is required by the upper stories for the Building Type.
  - 2. Transparency that is the same as the frontage that has been applied to the front street.
- D. Percentage of Building Width at Street: Each Building Type indicates a building width percentage requirement along the front street. This percentage is the amount of a lot line adjoining the public right-of-way that is occupied by the front facade of the principal building. The front facade shall be parallel to the right-of-way, located in accordance with the required build-to-lines, build-to-zones, or setbacks.
- E. Frontages: Frontages define architecture and design components for the entrance(s) to the building and the area between the facade and the front and/or side street. Each Building Type identifies the appropriate frontage choices. The use of one of the frontages identified for the Building Type is required.
- F. Maximum Site Coverage: The maximum site coverage applies to all buildings on a lot, including accessory buildings.
- G. Building Height: Buildings shall comply with the overall maximum height regulations (as measured in number of stories) that are established by Context Area. Each Building Type has story height ~~requirements~~ (measured in feet and inches)-~~requirements~~.
- H. Side Yard Walls: Each building shall have separate walls to support all loads independently of any walls located on an adjacent lot. Buildings with side-facing windows shall provide necessary light and air shafts within their own lot, without relying on the side yard of the adjacent lot.
- I. ~~Off-Street Parking Requirements and Standards: Permitted P~~parking ~~requirements~~ for each Building Type ~~are is~~ based on use and Context Area. Refer to Section 2008 for ~~Off-Street P~~parking ~~requirements and~~ ~~s~~Standards.
- J. Sign Standards: Sign sizes and quantities for each Building Type are based on Context Area. Refer to Section 2009 for Sign Standards.

### **2006.06 BUILDING TYPE OVERVIEW[RESERVED]**

~~Building types for the Muskegon Form Based Code are summarized as follows:~~

#### ~~MIXED-USE BUILDING TYPE~~

~~This Building Type is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.~~

~~FRONTAGE OPTIONS: Storefront, Balcony, Terrace, Forecourt, Drive-through~~

#### ~~RETAIL BUILDING TYPE~~

~~This Building Type is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.~~

~~FRONTAGE OPTIONS: Storefront, Terrace, Drive-through~~

#### ~~FLEX BUILDING TYPE~~

## SECTION 2006 BUILDING TYPE STANDARDS

This Building Type is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.

FRONTAGE OPTIONS: Storefront, Terrace, Forecourt, Dooryard

### COTTAGE RETAIL BUILDING TYPE

This Building Type is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.

FRONTAGE OPTIONS: Storefront, Dooryard, Stoop

### LIVE/WORK BUILDING TYPE

This Building Type is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.

FRONTAGE OPTIONS: Storefront, Dooryard, Lightwell, Stoop

### LARGE MULTI-PLEX BUILDING TYPE

This Building Type is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

FRONTAGE OPTIONS: Forecourt, Dooryard, Stoop, Projecting Porch

### SMALL MULTI-PLEX BUILDING TYPE

This Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single-family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch

### ROWHOUSE BUILDING TYPE

This Building Type is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

FRONTAGE OPTIONS: Lightwell, Stoop, Projecting Porch

### DUPLEX BUILDING TYPE

## SECTION 2006 BUILDING TYPE STANDARDS

This Building Type is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single-family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch

### DETACHED HOUSE BUILDING TYPE

This Building Type is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch

### CARRIAGE HOUSE BUILDING TYPE

This Building Type is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space above the first floor garage. This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, or Live/Work Building Types.

FRONTAGE OPTIONS: Not applicable to this Building Type

### CIVIC BUILDING TYPE

This Building Type is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form.

FRONTAGE OPTIONS: Not applicable to this Building Type

## 2006.07 SUMMARY OF BUILDING TYPES PERMITTED IN EACH CONTEXT AREA [RESERVED]

## SECTION 2006 BUILDING TYPE STANDARDS

### 2006.08 MIXED-USE BUILDING TYPE

#### 1.0 BUILDING TYPE DESCRIPTION

**This The Mixed-Use** Building Type is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.

#### 2.0 PRECEDENT OF MIXED-USE BUILDING TYPE

The following images represent precedent examples of the Mixed-Use Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

#### 3.0 BUILDING SIZE AND MASSING

Refer to **Illustration 6.01** for Building Type size and massing graphic representation.

- A. Building width at front street: 150 feet maximum
- B. Building width at front street shall be built to a minimum of 90% of the overall width of the front street property line.
- C. Building width at side street: 100 feet maximum
- D. Building depth: 20 feet minimum
- E. Maximum site coverage: 100%

#### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to **Illustration 6.02** for Building Type ground floor activation and pedestrian access graphic representation.

- A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
- B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 75 feet along the front street.
- C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
- D. Upper floor units shall be accessed by a common entry along the front or side street.
- E. Optional angled building corner with required entry door. Maximum length of angled wall shall be 8 feet.

#### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Required total of 2 units minimum (1 unit at street level and 1 unit on upper level).

#### 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

#### 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to **Illustration 6.03** for Building Type facade composition requirements.

- A. Building shall have a flat roof with parapet.

**Commented [JP63]:** Add images.

**Commented [JP64]:** Add illustration.

**Commented [JP65]:** Add illustration.

**Commented [JP66]:** Add updated illustration removing C, D, and F.

## SECTION 2006 BUILDING TYPE STANDARDS

- B. Building shall have a cornice expression line at roofline.
- ~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~
- ~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~E. C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~
- ~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

### 8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.04](#) for Building Type story height requirements.

- A. Ground floor ceiling shall be 14 feet minimum.
- B. Upper floor ceilings shall be ~~8-14 feet minimum.~~
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Mixed-Use Building Type is required to have 1 of the following 5 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Mixed-Use Building Type are provided in the table below and described on the following pages of this subsection.

#### 9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to [Illustration 6.05](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to [Illustration 6.06](#) for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk, E~~ entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.

Commented [JP67]: Add illustration.

Commented [JP68]: Add updated table including Lakeside Context Areas.

Commented [JP69]: Add illustration.

Commented [JP70]: Add updated illustration removing J.

## SECTION 2006 BUILDING TYPE STANDARDS

- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- ~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- ~~K. Transparency Upper Stories: Refer Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line. to Building Type for transparency requirements of upper stories.~~
- L. The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.
- ~~M. Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.05.~~

Commented [JP71]: Remove Image 6.05.

## 9.02 BUILDING TYPE FRONTAGE OPTION 2: BALCONY

Description: The Balcony Frontage Type contains a recessed balcony that is applied to the upper level floor of a Building Type along the front street and a storefront that is applied to the ground level floor of a Building Type along the front and side streets. It is always associated with mixed-use buildings. The balcony-storefront frontage shall be designed to include an open-air space that is recessed into the building mass on the upper level(s) and a storefront that is designed to promote an attractive, convenient shopping experience and transparent wall along the sidewalk.

Balcony Location Requirements: Refer to [Illustration 6.07](#) for frontage location graphic reference.

Commented [JP72]: Add illustration.

- A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. Required upper story balcony shall be located within the mass of the building.
- C. Face of balcony shall align with facade of the building.
- D. Storefront is required at the ground level floor.
- E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Balcony Composition Requirements: Refer to [Illustration 6.08](#) for frontage composition graphic reference.

Commented [JP73]: Add updated illustration removing J and M.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk, E~~ entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.

SECTION 2006 BUILDING TYPE STANDARDS

- E. Entry door is required to be at adjacent sidewalk grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- J. ~~Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- K. J. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~
- L. K. \_\_\_\_\_ Required recessed open-air balcony located within the mass of the building.
- M. L. \_\_\_\_\_ Required balcony columns ~~spaced to match pilaster or wall surface of building (item J. above).~~
- N. M. \_\_\_\_\_ Building roof and/or parapet wall at balcony shall extend over balcony and align with building facade.
- O. N. \_\_\_\_\_ Required guardrail or knee wall shall align with building facade.
- P. O. \_\_\_\_\_ Storefront windows may be replaced with overhead doors. ~~Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.07.~~

Commented [JP74]: Remove Image 6.07.

9.03 BUILDING TYPE FRONTAGE OPTION 3: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the front street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to ~~Illustration 6.09~~ for frontage location graphic reference.

Commented [JP75]: Add updated illustration removing C and D.

- A. The terrace frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. Building facades with the terrace frontage are exempt from the requirement of being placed at the build-to-line at the front property line. The leading edge of the terrace is required to be placed at the build-to-line, or as close as possible to the build-to-line in instances where conditions required in item EC. on this page cannot be met with the terrace at build-to-line.
- C. ~~Terrace frontages are not permitted on side streets.~~
- D. ~~Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.~~
- E. C. \_\_\_\_\_ Terrace placement shall provide a minimum of 10 feet for sidewalk, and pedestrian access, and sidewalk furnishing zone between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.
- F. D. \_\_\_\_\_ Low walls of the terrace that are designed for seating are encouraged.
- G. E. \_\_\_\_\_ Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend into the public right-of-way when the requirements of item EC. are met.
- H. F. \_\_\_\_\_ Terrace depth shall be 5 feet minimum.

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~~I-G.~~ Terrace finish level above sidewalk shall be 42 inches maximum.

~~J-H.~~ Maximum length of terrace shall be 150 feet.

~~K-L.~~ Storefront is required at the ground level floor.

Terrace Composition Requirements: Refer to **Illustration 6.10** for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent terrace grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- ~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- ~~K-L.~~ Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~
- ~~L-K.~~ Storefront windows may be replaced with overhead doors. ~~Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.09.~~
- ~~M-L.~~ Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

**Commented [JP76]:** Add updated illustration removing J.

**Commented [JP77]:** Remove Image 6.09.

9.04 BUILDING TYPE FRONTAGE OPTION 4: FORECOURT

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a ~~small percentage~~ section of the facade is set back, creating a small courtyard space. In a storefront forecourt the courtyard space shall be used as an additional shopping space or restaurant seating area. The courtyard area is not covered ~~and extends the entire height of the building.~~

Forecourt Location Requirements: Refer to **Illustration 6.11** for frontage location graphic reference.

- A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. Required courtyard shall have a width ~~that is of~~ twelve (12) feet minimum.

**Commented [JP78]:** Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

- C. Required courtyard shall have a depth of twelve (12) feet minimum.
- D. Courtyard shall not exceed 1,200 square feet in area and shall be paved. Landscape islands may be used within the space, but may not cover more than 40% of the courtyard's ground area (refer to Image 6.10 on this page).
- E. Storefront is required at the ground level floor on all sides of courtyard and on building facades facing streets, civic space, and rights-of-way.
- F. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of the encroachment section in Section 2003.02.

Commented [JP79]: Add image.

Forecourt Composition Requirements: Refer to Illustration 6.12 for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

Commented [JP80]: Add updated illustration removing J.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story and shall be interrupted by the required pilasters referenced in item J. on this page.
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- ~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- ~~K. J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~
- ~~L. K. Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.11.~~

Commented [JP81]: Remove Image 6.11.

9.05 BUILDING TYPE FRONTAGE OPTION 5: DRIVE-THROUGH

Description: The Drive-through Frontage is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

Drive-Through Composition Requirements: Refer to Illustration 6.13 for frontage composition graphic reference.

Commented [JP82]: Add updated illustration removing J.

## SECTION 2006 BUILDING TYPE STANDARDS

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- ~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- ~~K. J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~
- ~~L. K. \_\_\_\_\_~~ The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

Drive-Through Location Requirements: Refer to **Illustration 6.143** for frontage location graphic reference.

- A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.
- C. Rear Drive-Through Zone: Drive-through locations at the rear of the building shall be placed within a rear drive-through zone that is located as follows:
  - 1. 0 to 45 feet, measured from rear building wall.
  - 2. 15 feet minimum, measured from building walls that face side streets.
- D. Side Drive-Through Zone: Drive-through locations at the non-street facing sides of the building shall be placed within a rear drive-through zone that is located as follows:
  - 1. 0 to 45 feet, measured from side building wall.
  - 2. 15 feet minimum, measured from building walls that face front streets.
- E. Drive-through locations shall comply with rear and side setbacks of the Context Area that the lot is in. Refer to Section 2005.
- F. Storefront is required at the ground level floor at building facades facing streets, civic space, and rights-of-way.

**Commented [JP83]:** Add illustration. All subsequent Illustration numbers are corrected from 6.13 to 6.113 due to a repeated number here.

## 2006.09 RETAIL BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

## SECTION 2006 BUILDING TYPE STANDARDS

~~This~~**The** Retail Building Type is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.

### 2.0 PRECEDENT OF RETAIL BUILDING TYPE

The following images represent precedent examples of the Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

**Commented [JP84]:** Add images.

### 3.0 BUILDING SIZE AND MASSING

Refer to **Illustration 6.154** for Building Type size and massing graphic representation.

**Commented [JP85]:** Add illustration.

- A. Building width at front street: 150 feet maximum
- B. Building width at front street shall be built to a minimum of 90% of the overall width of the front street property line.
- C. Building width at side street: 100 feet maximum
- D. Building depth: 20 feet minimum
- E. Maximum site coverage: 100%

### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to **Illustration 6.165** for Building Type ground floor activation and pedestrian access graphic representation.

**Commented [JP86]:** Add illustration.

- A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
- B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 75 feet along the front street.
- C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
- D. Optional angled building corner with required entry door. Maximum length of angled wall shall be 8 feet.

### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Required total of 1 unit minimum (1 unit at street level).

### 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

### 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to **Illustration 6.176** for Building Type facade composition requirements.

**Commented [JP87]:** Add updated illustration removing C and D.

- A. Building shall have a flat roof with parapet.
- B. Building shall have a cornice expression line at roofline.
- ~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~D. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

SECTION 2006 BUILDING TYPE STANDARDS  
8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.187](#) for Building Type story height requirements.

- A. Ground floor ceiling shall be 14 feet minimum.
- B. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- C. Height of parapet wall shall be between 12” minimum and 4 feet maximum, measured from roof line.

**Commented [JP88]:** Add illustration.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Retail Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Retail Building Type are provided in the table below and described on the following pages of this subsection.

**Commented [JP89]:** Add updated table including Lakeside Context Areas.

9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to [Illustration 6.198](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. ~~Awnings, canopies, cornices, and projecting signs~~ **Architectural elements** may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

**Commented [JP90]:** Add illustration.

Storefront Composition Requirements: Refer to [Illustration 6.2049](#) for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story and shall be interrupted by the required pilasters referenced in item J. on this page.
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ **E**entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Optional 30” to 42” sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18” to 30” high storefront base.

**Commented [JP91]:** Add updated illustration removing J.

## SECTION 2006 BUILDING TYPE STANDARDS

~~J.~~ Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.

~~K.~~~~J.~~ Refer to Building Type for roof and cornice requirements.

~~L.~~~~K.~~ The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

~~M.~~~~L.~~ Storefront windows may be replaced with overhead doors. ~~Overhead doors that replace storefront windows are required to that~~ meet the transparency requirements in item H. ~~Refer to Image 6.18.~~

Commented [JP92]: Remove Image 6.18.

### 9.02 BUILDING TYPE FRONTAGE OPTION 2: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the front street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to ~~Illustration 6.210~~ for frontage location graphic reference.

Commented [JP93]: Add updated illustration removing C and D.

- A. The terrace frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. Building facades with the terrace frontage are exempt from the requirement of being placed at the build-to-line at the front property line. The terrace is required to be placed at the build-to-line, or as close as possible to the build-to-line in instances where conditions required in item ~~CE~~ on this page cannot be met with the terrace at build-to-line.
- ~~C.~~ Terrace frontages are not permitted on side streets.
- ~~D.~~ Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.
- ~~E.~~~~C.~~ Terrace placement shall provide a minimum of 10 feet for sidewalk, and pedestrian access, and sidewalk furnishing zone between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.
- ~~F.~~~~D.~~ Low walls of the terrace that are designed for seating are encouraged.
- ~~G.~~~~E.~~ Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend into the public right-of-way when the requirements of item ~~EC~~ are met.
- ~~H.~~~~F.~~ Terrace depth shall be 5 feet minimum.
- ~~I.~~~~C.~~ Terrace finish level above sidewalk shall be 42 inches maximum.
- ~~J.~~~~H.~~ Maximum length of terrace shall be 150 feet.
- ~~K.~~~~L.~~ Storefront is required at the ground level floor.

Terrace Composition Requirements: Refer to ~~Illustration 6.224~~ for frontage composition graphic reference.

Commented [JP94]: Add updated illustration removing J.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story and shall be interrupted by the required pilasters referenced in item J. on this page.
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk, E~~ entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.

## SECTION 2006 BUILDING TYPE STANDARDS

- E. Entry door is required to be at adjacent terrace grade.
- F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- J. ~~Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- K-L. Refer to Building Type for roof and cornice requirements.
- L-K. ~~Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.20.~~
- M-L. Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

Commented [JP95]: Remove Image 6.20.

### 9.03 BUILDING TYPE FRONTAGE OPTION 3: DRIVE-THROUGH

Description: The Drive-through Frontage is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

Drive-Through Composition Requirements: Refer to ~~Illustration 6.232~~ for frontage composition graphic reference.

Commented [JP96]: Add updated illustration removing J.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk, E~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.

## SECTION 2006 BUILDING TYPE STANDARDS

~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K.J.~~ Refer to Building Type for roof and cornice requirements.

~~L.K.~~ The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

Drive-Through Location Requirements: Refer to [Illustration 6.243](#) for frontage location graphic reference.

**Commented [JP97]:** Add illustration.

- A. The building facade(s) are required to be placed at a build-to-line or within a build-to-zone, depending on building site placement requirements in the ~~Public Realm~~ Context Area section. Refer to Section ~~20042005~~.
- B. ~~Awnings, canopies, cornices, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.
- C. Rear Drive-Through Zone: Drive-through locations at the rear of the building shall be placed within a rear drive-through zone that is located as follows:
  - 1. 0 to 45 feet, measured from rear building wall.
  - 2. 15 feet minimum, measured from building walls that face side streets.
- D. Side Drive-Through Zone: Drive-through locations at the non-street facing sides of the building shall be placed within a rear drive-through zone that is located as follows:
  - 1. 0 to 45 feet, measured from side building wall.
  - 2. 15 feet minimum, measured from building walls that face front streets.
- E. Drive-through locations shall comply with rear and side setbacks of the Context Area that the lot is in. Refer to Section 2005.
- F. Storefront is required at the ground level floor at building facades facing streets, civic space, and rights-of-way.

## 2006.10 FLEX BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

The Flex Building Type is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.

### 2.0 PRECEDENT OF FLEX BUILDING TYPE

The following images represent precedent examples of the Flex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

**Commented [JP98]:** Add images. Correct image of Muskegon Savings Bank.

### 3.0 BUILDING SIZE AND MASSING

Refer to [Illustration 6.254](#) for Building Type size and massing graphic representation.

**Commented [JP99]:** Add illustration.

- A. Building width at front street: 200 feet maximum
- B. Building width at front street shall be built to a minimum of 75% of the overall width of the front street property line.
- C. Building width at side street: 100 feet maximum

SECTION 2006 BUILDING TYPE STANDARDS

- D. Building depth: 20 feet minimum
- E. Maximum site coverage: 100%

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to **Illustration 6.265** for Building Type ground floor activation and pedestrian access graphic representation.

**Commented [JP100]:** Add illustration.

- A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
- B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 100 feet along the front street.
- C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
- D. Upper floor units may be accessed by a common entry ~~or lobby~~ along the front or side street or at the rear of the building.

5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Required total of 1 unit minimum.

6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to **Illustration 6.276** for Building Type facade composition requirements.

**Commented [JP101]:** Add updated illustration removing C, D, and F.

- A. Building shall have a flat roof with parapet.
- B. Building shall have a cornice expression line at roofline.
- ~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~
- ~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~E.C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~
- ~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to **Illustration 6.287** for Building Type story height requirements.

**Commented [JP102]:** Add illustration.

- A. Ground floor ceiling shall be 14 feet minimum.
- B. Upper floor ceilings shall be 8-14 feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

**Commented [JP103]:** Add updated table including Lakeside Context Areas.

## SECTION 2006 BUILDING TYPE STANDARDS

The Flex Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Combination of Frontages: For Flex Building Types, more than one frontage may be used on the same building at front and/or side streets.

Frontage options for the Flex Building Type are provided in the table below and described on the following pages of this subsection.

### 9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to [Illustration 6.298](#) for frontage location graphic reference.

Commented [JP104]: Add illustration.

- A. The building facade(s) are required to be placed within a build-to-zone, as required by building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
  1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
  3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to [Illustration 6.3029](#) for frontage composition graphic reference.

Commented [JP105]: Add updated illustration removing J.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom ~~Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.

SECTION 2006 BUILDING TYPE STANDARDS

H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

I. Required 18" to 30" high storefront base.

~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line. Refer to Building Type for transparency requirements of upper stories.~~

~~L. Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.27.~~

Commented [JP106]: Remove Image 6.27.

9.02 BUILDING TYPE FRONTAGE OPTION 2: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the front street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to ~~Illustration 6.310~~ for frontage location graphic reference.

Commented [JP107]: Add updated illustration removing C.

- A. The terrace frontage is required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. Building facades with the terrace frontage are exempt from the requirement of being placed within the build-to-zone at the front and side property lines. The terrace is required to be placed within the build-to-zone.

~~C. Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.~~

~~D. C. The ground area between the front property lines and the front edge of the terrace shall be paved to match the public sidewalk. In cases where steps project beyond the front edge of the terrace, the area adjacent to and in line with the steps may be landscaped.~~

~~E. D. Terrace placement shall provide a minimum of 10 feet for sidewalk, and pedestrian access, and sidewalk furnishing zone between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.~~

~~F. E. Low walls of the terrace that are designed for seating are encouraged.~~

~~G. F. Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend past the build-to-zone when the requirements of item E. D. are met.~~

~~H. G. Terrace depth shall be 10 feet minimum.~~

~~I. H. Terrace finish level above sidewalk shall be 42 inches maximum.~~

~~J. I. Maximum length of terrace shall be 200 feet.~~

~~K. J. Storefront is required at the ground level floor.~~

Commented [JP108]: Add updated illustration removing J.

Terrace Composition Requirements: Refer to ~~Illustration 6.324~~ for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.

## SECTION 2006 BUILDING TYPE STANDARDS

- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk, E~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent terrace grade.
- F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- I. Required 18" to 30" high storefront base.
- J. ~~Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- K. J. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~
- L. K. Storefront windows may be replaced with overhead doors. ~~Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.29.~~
- M. L. Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

Commented [JP109]: Remove Image 6.29.

### 9.03 BUILDING TYPE FRONTAGE OPTION 3: FORECOURT

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a ~~small percentages~~ section of the facade is set back, creating a small courtyard space. The courtyard space may be used as an entry court or shared garden space, or as an additional area for shopping or restaurant seating. The courtyard area is not covered and extends the entire height of the building.

Forecourt Location Requirements: Refer to ~~Illustration 6.332~~ for frontage location graphic reference.

Commented [JP110]: Add updated illustration removing B.

- A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed within the build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. ~~The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:~~
  - 1. ~~Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.~~
  - 2. ~~Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.~~
- 3-A. ~~Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director and/or Planning Commission.~~

## SECTION 2006 BUILDING TYPE STANDARDS

- ~~C.B.~~ Required courtyard shall have a width ~~that is of~~ twelve (12) feet minimum.
- ~~D.C.~~ Required courtyard shall have a depth of twelve (12) feet minimum.
- ~~E.D.~~ Courtyard shall not exceed 1,200 square feet in area and shall be paved. Landscape islands may be used within the space, but may not cover more than 40% of the courtyard's ground area.
- ~~F.E.~~ ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Forecourt Composition Requirements: Refer to ~~Illustration 6.343~~ for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

**Commented [JP111]:** Add updated illustration removing D.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) may be at-grade or raised and accessed by steps.
  - 1. At-grade entry door (zero-step) shall have one of the following treatments:
    - i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    - iii. Uncovered (with no canopy or supported roof).
    - iv. Recessed in building wall.
  - 2. Elevated entry door shall have one of the following treatments:
    - i. Covered with a supported roof. Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
- C. Transparency: Forecourt frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- ~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~
- ~~E.D.~~ Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~ Refer to Building Type for transparency requirements of upper stories.

### 9.04 BUILDING TYPE FRONTAGE OPTION 4: DOORYARD

Description: In a Dooryard Frontage Type, the facade of the building that faces the front street is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Dooryard Location Requirements: Refer to ~~Illustration 6.354~~ for frontage location graphic reference.

**Commented [JP112]:** Add illustration.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.

## SECTION 2006 BUILDING TYPE STANDARDS

2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.

Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:

- i. A 24" to 42" high brick wall.
- ii. A decorative metal fence that is 42" high maximum.
- iii. A continuous hedge that is maintained at a 42" maximum height.

3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and lightwells may extend in to required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to ~~Illustration 6.365~~ for frontage composition graphic reference.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) may be at-grade or elevated and accessed by steps.
  1. At-grade entry door (zero-step) shall have one of the following treatments:
    - i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    - iii. Uncovered (with no canopy or supported roof).
    - iv. Recessed in building wall.
  2. Elevated entry door shall have one of the following treatments:
    - i. Covered with a supported roof. Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
- C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.D. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.~~

## 2006.11 COTTAGE RETAIL BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

The Cottage Retail Building Type is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.

### 2.0 PRECEDENT OF COTTAGE RETAIL BUILDING TYPE

Commented [JP113]: Add updated illustration removing D.

Commented [JP114]: Add images.

## SECTION 2006 BUILDING TYPE STANDARDS

The following images represent precedent examples of the Cottage Retail Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

### 3.0 BUILDING SIZE AND MASSING

Refer to [Illustration 6.376](#) for Building Type size and massing graphic representation.

**Commented [JP115]:** Add illustration.

- A. Building width at front street: 30 feet maximum
- B. Building depth: 20 feet minimum
- C. Maximum site coverage: 60%

### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to [Illustration 6.387](#) for Building Type ground floor activation and pedestrian access graphic representation.

**Commented [JP116]:** Add illustration.

- A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
- B. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
- C. Upper floor units may be accessed by a common entry along the front or side street or at the rear of the building.

### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Required total of 1 unit minimum.
- B. Cottage Retail Buildings per lot: 2 maximum.

### 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

### 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to [Illustration 6.398](#) for Building Type facade composition requirements.

**Commented [JP117]:** Add updated illustration removing B and C.

- A. Building shall have a pitched (sloped) roof that is compatible with the surrounding residential architecture.
- ~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave.~~
- ~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~D. B. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

### 8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.4039](#) for Building Type story height requirements.

**Commented [JP118]:** Add illustration.

- A. Ground floor ceiling shall be ~~8-14~~ 12 feet ~~minimum~~.
- B. Upper floor ceilings shall be ~~8-14~~ 14 feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

## SECTION 2006 BUILDING TYPE STANDARDS

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Cottage Retail Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Cottage Retail Building Type are provided in the table below and described on the following pages of this subsection.

#### 9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to [Illustration 6.4.19](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
  1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
  3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to [Illustration 6.4.24](#) for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. Required entry door shall have fifty (50) percent minimum transparency.
- D. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- E. Entry door is required to be at adjacent sidewalk grade.
- F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

Commented [JP119]: Add updated table including Lakeside Context Areas.

Commented [JP120]: Add illustration.

Commented [JP121]: Add updated illustration removing J.

## SECTION 2006 BUILDING TYPE STANDARDS

- I. Required 18" to 30" high storefront base.
- ~~J. Required 18" to 32" wide pilaster or wall surface spaced at 20 to 40 feet along building facades facing street. Pilaster or wall surface shall extend the full height of the storefront frontage and shall be terminated by the sign band or horizontal expression line.~~
- ~~K. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave. Refer to Building Type for transparency requirements of upper stories.~~

### 9.02 BUILDING TYPE FRONTAGE OPTION 2: DOORYARD

Description: In a Dooryard Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard is at-grade.

Dooryard Location Requirements: Refer to [Illustration 6.432](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.  
Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
    - i. A 24" to 42" high brick wall.
    - ii. A decorative metal fence that is 42" high maximum.
    - iii. A continuous hedge that is maintained at a 42" maximum height.
  - 3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and lightwells may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to [Illustration 6.443](#) for frontage composition graphic reference.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) are required to be at-grade. At-grade entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Uncovered (with no canopy or supported roof ~~as depicted in the graphic~~).
  - 4. Recessed in building wall.

Commented [JP122]: Add updated illustration removing D.

Commented [JP123]: Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- D. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave Refer to Building Type for transparency requirements of upper stories.

### 9.03 BUILDING TYPE FRONTAGE OPTION 3: STOOP

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.454 for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.
- C. Balconies, awnings, canopies, cornices, upper bays, and projecting signs Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

**Commented [JP124]:** Add updated illustration replacing D with C.

Stoop Composition Requirements: Refer to Illustration 6.465 for frontage composition graphic reference.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
- C. Depth of stoop landing shall be 4 feet minimum.
- D. Width of stoop landing shall be 5 feet minimum.
- E. Stoop shall be 12" minimum above adjacent grade.
- F. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- G. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave Refer to Building Type for transparency requirements of upper stories.

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## 2006.12 LIVE/WORK BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

The Live/Work Building Type is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.

## SECTION 2006 BUILDING TYPE STANDARDS

### 2.0 PRECEDENT OF LIVE/WORK BUILDING TYPE

The following images represent precedent examples of the Live/Work Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

**Commented [JP126]:** Add images.

### 3.0 BUILDING SIZE AND MASSING

Refer to [Illustration 6.476](#) for Building Type size and massing graphic representation.

**Commented [JP127]:** Add illustration.

- A. Building width at front street: 18 feet minimum and 36 feet maximum
- B. Building depth: 20 feet minimum
- C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
- D. Building may have a ~~detached garage or a~~ Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
- E. Live/Works per run of attached units: 2 minimum, 8 maximum.
- F. Maximum site coverage: 80% including garage or Carriage House.

### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to [Illustration 6.487](#) for Building Type ground floor activation and pedestrian access graphic representation.

**Commented [JP128]:** Add illustration.

- A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
- B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
- C. Ground floor and upper floor unit(s) are required to have separate entrances.
- D. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 2 units maximum. Both units shall be used by the same occupant.
- B. Live/Work Buildings per lot: 2 maximum.
- C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Live/Work Building.

### 6.0 USE

Building Type use:

- B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

### 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to [Illustration 6.498](#) for Building Type facade composition requirements.

**Commented [JP129]:** Add updated illustration removing C, D, and F.

- A. Building may have a flat roof with parapet or a pitched (sloped) roof.
- B. Buildings with flat roof shall have a cornice expression line at roofline.
- C. ~~Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~

## SECTION 2006 BUILDING TYPE STANDARDS

~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

~~E.C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

~~F. Building shall have an 18" to 32" pilaster or wall surface every 18 to 36 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

### 8.0 BUILDING TYPE STORY HEIGHT

Refer to ~~Illustration 6.5049~~ for Building Type story height requirements.

- A. Ground floor ceiling shall be ~~12-8-14~~ feet ~~minimum~~.
- B. Upper floor ceilings shall be ~~8-14~~ feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- D. On Building Type with flat roof option, the height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

**Commented [JP130]:** Add illustration.

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Live/Work Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

~~Combination of Frontages: For Flex Building Types, more than one frontage may used on the same building at front and/or side streets.~~

Frontage options for the Live/Work Building Type are provided in the table below and described on the following pages of this subsection.

**Commented [JP131]:** Add updated table including Lakeside Context Areas.

#### 9.01 Building Type Frontage Option 1: Storefront

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to ~~Illustration 6.519~~ for frontage location graphic reference.

**Commented [JP132]:** Add illustration.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
  - 3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

## SECTION 2006 BUILDING TYPE STANDARDS

Storefront Composition Requirements: Refer to [Illustration 6.524](#) for frontage composition graphic reference.

- A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page.~~
- B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
- C. ~~When the facade wall of the building is set back less than three (3) feet from the sidewalk,~~ Entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
- D. Entry door is required to be at adjacent sidewalk grade.
- E. Required 30" to 42" sign band or horizontal expression line above storefront window or transom. ~~Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.~~
- F. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
- G. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
- H. Required 18" to 30" high storefront base.
- ~~I. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
- ~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave. Refer to Building Type for transparency requirements of upper stories.~~
- ~~K. Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item G. Refer to Image 6.44.~~

**Commented [JP133]:** Add updated illustration removing I.

### 9.02 Building Type Frontage Option 2: Dooryard

Description: In a Dooryard Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard is at-grade.

Dooryard Location Requirements: Refer to [Illustration 6.532](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
  - i. A 24" to 42" high brick wall.

**Commented [JP134]:** Remove Image 6.44.

**Commented [JP135]:** Add updated illustration combining C and D.

SECTION 2006 BUILDING TYPE STANDARDS

- ii. A decorative metal fence that is 42” high maximum.
- iii. A continuous hedge that is maintained at a 42” maximum height.
- C. Balconies, awnings, canopies, cornices, upper bays, and projecting signs may extend into the public right-of-way ~~and lightwells may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to ~~Illustration 6.543~~ for frontage composition graphic reference.

Commented [JP136]: Add illustration.

- A. Entry door(s) are required to be at-grade. At-grade entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Uncovered (with no canopy or supported roof.) ~~A as depicted) in the graphic.~~
- B. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- C. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~ Refer to Building Type for transparency requirements of upper stories.

9.03 Building Type Frontage Option 3: Lightwell

Description: In a Lightwell Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential, retail, and service uses from urban sidewalks and removes the private yard from public encroachment.

Lightwell Location Requirements: Refer to ~~Illustration 6.554~~ for frontage location graphic reference.

Commented [JP137]: Add updated illustration replacing F with E.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. Required exterior stair from adjacent sidewalk grade down to sunken lightwell.
- D. Required exterior stair from adjacent sidewalk grade to elevated terrace.
- E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~F. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Lightwell Composition Requirements: Refer to ~~Illustration 6.565~~ for frontage composition graphic reference.

Commented [JP138]: Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- A. Entry door(s) are required to be elevated. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables (as depicted ~~in the graphic~~).
  - 2. Uncovered (with no canopy or supported roof).
- B. Depth of required terrace shall be 4 feet minimum and 8 feet maximum.
- C. Terrace shall be 3 feet minimum above adjacent grade.
- D. Depth of required lightwell shall be 6 feet minimum and 10 feet maximum.
- E. Transparency First Floor: Lightwell frontage shall have 10% to 50% of the facade be windows between the finish floor line of the first story and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Lightwell: Lightwell frontage shall have 10% to 30% of the facade be windows between the finish floor line of the first story and the finish floor line of the lightwell (basement).
- G. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave. Refer to Building Type for transparency requirements of upper stories.~~
- ~~H. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

### 9.04 Building Type Frontage Option 4: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to ~~Illustration 6.576~~ for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a ~~minimum 5 foot wide~~ sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to ~~Illustration 6.587~~ for frontage composition graphic reference.

- A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
- B. Depth of stoop landing shall be 4 feet minimum.
- C. Width of stoop landing shall be 5 feet minimum.

Commented [JP139]: Add updated illustration replacing D with C.

Commented [JP140]: Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- D. Stoop shall be 12" minimum above adjacent grade.
- E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave Refer to Building Type for transparency requirements of upper stories.

### 2006.13 LARGE MULTI-PLEX BUILDING TYPE

#### 1.0 BUILDING TYPE DESCRIPTION

The Large Multi-Plex Building Type is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

#### 2.0 PRECEDENT OF LARGE MULTI-PLEX BUILDING TYPE

The following images represent precedent examples of the Large Multi-Plex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

#### 3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.598 for Building Type size and massing graphic representation.

- A. Building width at front street: 80 feet maximum
- B. Building width at side street: 80 feet maximum
- C. Building depth: 75 feet maximum
- D. Maximum site coverage: 70%

#### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.605 for Building Type ground floor activation and pedestrian access graphic representation.

- A. Main entrances shall be located along front street.
- B. Units shall be accessed by a common entry along the front street.
- C. On corner lots, units may enter from a secondary side street common entry.
- D. Units may enter from a secondary common entry in the rear of the building.

#### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 7 or more units per building.
- B. Large Multi-Plex Buildings per lot: 1 maximum.

#### 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

#### 7.0 FACADE COMPOSITION REQUIREMENTS

Commented [JP141]: Add images.

Commented [JP142]: Add illustration.

Commented [JP143]: Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

Refer to [Illustration 6.619](#) for Building Type facade composition requirements.

- A. Building shall have a flat roof with parapet.
- B. Building shall have a cornice expression line at roofline.
- ~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~
- ~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~E-C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~
- ~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

**Commented [JP144]:** Add updated illustration removing C, D, and F.

## 8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.621](#) for Building Type story height requirements.

- A. Ground floor ceiling shall be ~~8-14~~10 feet ~~minimum~~.
- B. Upper floor ceilings shall be 8-~~10~~ feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

**Commented [JP145]:** Add illustration.

## 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Large Multi-Plex Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Large Multi-Plex Building Type are provided in the table below and described on the following pages of this subsection.

### 9.01 Building Type Frontage Option 1: Forecourt

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard space may be used as an entry court or shared garden space. The courtyard area is not covered and extends the entire height of the building.

Forecourt Location Requirements: Refer to [Illustration 6.632](#) for frontage location graphic reference.

- A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed within the build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk(s) connecting entry door(s) to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. Required courtyard shall have a width ~~that is of~~ twelve (12) feet minimum.
- D. Required courtyard shall have a depth of twelve (12) feet minimum.
- E. Courtyard ~~shall not exceed 1,200 square feet in area and~~ shall be landscaped, with sidewalks connecting entry doors. Landscape shall cover 70% minimum of the courtyard's ground area.
- F. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

**Commented [JP146]:** Add updated table including Lakeside Context Areas.

**Commented [JP147]:** Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

Forecourt Composition Requirements: Refer to [Illustration 6.643](#) for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

Commented [JP148]: Add illustration.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) may be at-grade or elevated and accessed by steps.
  - 1. At-grade entry door (zero-step) shall have one of the following treatments:
    - i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    - iii. Uncovered (with no canopy or supported roof).
    - iv. Recessed in building wall.
  - 2. Elevated entry door shall have one of the following treatments:
    - i. Covered with a supported roof. Roof shall be supported with columns.
    - ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
- C. Transparency: Forecourt frontage shall have 10% to 40% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.D. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line. Refer to Building Type for transparency requirements of upper stories.~~

### 9.02 Building Type Frontage Option 2: Dooryard

Description: In a Dooryard Frontage Type, the facade of the building that faces the front street is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Dooryard Location Requirements: Refer to [Illustration 6.654](#) for frontage location graphic reference.

Commented [JP149]: Add updated illustration replacing D with C.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
  - i. A 24" to 42" high brick wall.
  - ii. A decorative metal fence that is 42" high maximum.
  - iii. A continuous hedge that is maintained at a 42" maximum height.

SECTION 2006 BUILDING TYPE STANDARDS

3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and lightwells may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to ~~Illustration 6.665~~ for frontage composition graphic reference.

Commented [JP150]: Add illustration.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) shall be at-grade (zero-step) and shall have one of the following treatments:
  - 1. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Uncovered (with no canopy or supported roof).
  - 4. Recessed in building wall.
- C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.D.~~ Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to ~~Building Type for transparency requirements of upper stories.~~

9.03 Building Type Frontage Option 3: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to ~~Illustration 6.676~~ for frontage location graphic reference.

Commented [JP151]: Add updated illustration replacing D with C.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
  - 1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
  - 2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a ~~minimum 5 foot wide~~ sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to ~~Illustration 6.687~~ for frontage composition graphic reference.

Commented [JP152]: Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- A. Entry door(s) shall have 25% minimum transparency.
- B. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
- C. Depth of stoop landing shall be 4 feet minimum.
- D. Width of stoop landing shall be 5 feet minimum.
- E. Stoop shall be 18" minimum above adjacent grade.
- F. Transparency: Stoop frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- G. Transparency Upper Stories: **Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line. Refer to Building Type for transparency requirements of upper stories.**

### 9.04 Building Type Frontage Option 4: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to **Illustration 6.698** for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ **Architectural elements** may extend into the public right-of-way **and stoops, lightwells, and/or steps may extend into required setbacks** per the requirements of **the encroachment section in Section 2003.02.**
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

**Commented [JP153]:** Add updated illustration replacing D with C.

Projecting Porch Composition Requirements: Refer to **Illustration 6.7069** for frontage composition graphic reference.

**Commented [JP154]:** Add illustration.

- A. Entry door(s) shall have 25% minimum transparency.
- B. Depth of porch shall be 6 feet minimum.
- C. Width of porch shall be 8 feet minimum.
- D. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- E. Porch shall be 18" minimum above adjacent grade.
- F. Projecting porches shall be open on three sides (no walls on three sides).
- G. Furniture area shall be 4 feet x 6 feet minimum clear area.

## SECTION 2006 BUILDING TYPE STANDARDS

- H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- I. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line Refer to Building Type for transparency requirements of upper stories.

### 2006.14 SMALL MULTI-PLEX BUILDING TYPE

#### 1.0 BUILDING TYPE DESCRIPTION

The Small Multi-Plex Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

#### 2.0 PRECEDENT OF SMALL MULTI-PLEX BUILDING TYPE

The following images represent precedent examples of the Small Multi-Plex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

#### 3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.719 for Building Type size and massing graphic representation.

- A. Building width at front street: 48 feet maximum.
- ~~B.~~ Building depth: ~~48 feet maximum~~ 20 feet minimum.
- ~~C.~~ Building secondary wing depth (if secondary wing is used): 30 feet maximum.
- ~~D.~~ Building secondary wing width (if secondary wing is used): 30 feet maximum.
- ~~C.~~ Building may have an attached garage located in the rear of the building and accessed from an alley or side street.
- ~~D.~~ Building may have a detached garage or a Carriage House. Refer to Carriage House Building Type in Section 2006.18 for requirements.
- E. Maximum site coverage: 70% including garage or Carriage House.

#### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.724 for Building Type ground floor activation and pedestrian access graphic representation.

- A. Main entrances shall be located along front street.
- B. Each unit may have an individual entry or units may be accessed from a common entrance ~~and lobby.~~
- C. On corner lots, units may enter from a secondary side street individual entry or common entry.
- ~~D.~~ Units may enter from a secondary common entry or individual entry in the rear of the building.
- ~~D-E.~~ Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

#### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. 3 units minimum, 6 units maximum per building.

Commented [JP155]: Add images.

Commented [JP156]: Add updated illustration removing secondary wing and relabeling with correct letters.

Commented [JP157]: Add updated illustration adding E.

SECTION 2006 BUILDING TYPE STANDARDS

B. Small Multi-plex Buildings per lot: 1 maximum.

~~B-C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Small Multi-plex Building.~~

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to ~~Illustration 6.732~~ for Building Type facade composition requirements.

A. Building may have a flat roof with parapet or a pitched (sloped) roof.

B. Buildings with flat roof shall have a cornice expression line at roofline.

~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~

~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

~~E-C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

**Commented [JP158]:** Add updated illustration removing C and D.

8.0 BUILDING TYPE STORY HEIGHT

Refer to ~~Illustration 6.743~~ for Building Type story height requirements.

A. Ground floor ceiling shall be ~~8-109~~ feet ~~minimum~~.

B. Upper floor ceilings shall be ~~8-10~~ feet ~~minimum~~.

C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

D. On Building Type with flat roof option, the height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

**Commented [JP159]:** Add illustration.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Small Multi-Plex Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Small Multi-Plex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to ~~Illustration 6.754~~ for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a ~~minimum 5 foot wide~~ sidewalk connecting the entry door to the public sidewalk.

~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~

**Commented [JP160]:** Add updated table including Lakeside Context Areas.

**Commented [JP161]:** Add updated illustration replacing D with C.

## SECTION 2006 BUILDING TYPE STANDARDS

- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in Section 2003.02.~~
- D. ~~Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to [Illustration 6.765](#) for frontage composition graphic reference.

**Commented [JP162]:** Add illustration.

- A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
  - 3. Uncovered (with no canopy or supported roof).
- B. Depth of stoop landing shall be 4 feet minimum.
- C. Width of stoop landing shall be 5 feet minimum.
- D. Stoop shall be 12" minimum above adjacent grade.
- E. Transparency: Stoop frontage shall have 10% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories.

### 9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to [Illustration 6.776](#) for frontage location graphic reference.

**Commented [JP163]:** Add updated illustration replacing D with C.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in Section 2003.02.~~
- D. ~~Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to [Illustration 6.787](#) for frontage composition graphic reference.

**Commented [JP164]:** Add illustration.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.

SECTION 2006 BUILDING TYPE STANDARDS

- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Projecting porches shall be open on three sides (no walls on three sides).
- F. Furniture area shall be 4 feet x 6 feet minimum clear area.
- G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave Refer to Building Type for transparency requirements of upper stories.

9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Engaged Porch Location Requirements: Refer to Illustration 6.798 for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Commented [JP165]: Add updated illustration replacing D with C.

Engaged Porch Composition Requirements: Refer to Illustration 6.8079 for frontage composition graphic reference.

Commented [JP166]: Add illustration.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Engaged porches shall be open on two sides (no walls on two sides).
- F. Engaged porches shall have building walls on two sides.
- G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
- H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

## SECTION 2006 BUILDING TYPE STANDARDS

- I. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave Refer to Building Type for transparency requirements of upper stories.

### 2006.15 ROWHOUSE BUILDING TYPE

#### 1.0 BUILDING TYPE DESCRIPTION

The Rowhouse Building Type is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

#### 2.0 PRECEDENT OF ROWHOUSE BUILDING TYPE

The following images represent precedent examples of the Rowhouse Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

#### 3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.819 for Building Type size and massing graphic representation.

- A. Building width at front street: 18 feet minimum and 36 feet maximum.
- B. Building depth: 20 feet minimum.
- C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. Attached garage is not permitted if a Carriage House is included on the parcel.
- D. Building may have a detached garage or a Carriage House in lieu of an attached garage. Refer to Carriage House Building Type in Section 2006.18 for requirements.
- E. Rowhouses per run of attached units: 2 minimum, 8 maximum.
- F. Maximum site coverage: 80% including garage or Carriage House.

#### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.824 for Building Type ground floor activation and pedestrian access graphic representation.

- A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
- B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
- C. Ground floor and upper floor unit(s) are required to have separate entrances.
- D. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

#### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 1 unit per building.
- B. Rowhouse Buildings per lot: 1 maximum.
- C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Rowhouse Building.

#### 6.0 USE

Commented [JP167]: Add images.

Commented [JP168]: Add illustration.

Commented [JP169]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to [Illustration 6.832](#) for Building Type facade composition requirements.

- A. Building shall have a flat roof with parapet or a pitched (sloped) roof.
- B. Buildings with flat roof shall have a cornice expression line at roofline.
- ~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~
- ~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~E.C. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~
- ~~F. Building shall have an 18" to 32" pilaster or wall surface every 18 to 36 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

**Commented [JP170]:** Add updated illustration removing C, D, and F.

8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.843](#) for Building Type story height requirements.

- A. Ground floor ceiling shall be ~~8-14~~10 feet ~~minimum~~.
- B. Upper floor ceilings shall be ~~8-10~~ feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
- D. On Building Type with flat roof option, the height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

**Commented [JP171]:** Add illustration.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Rowhouse Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Combination of Frontages: For Rowhouse Building Types, each individual rowhouse within a run, may have a different frontage than its neighbor. All rowhouses within a run are not required to have the same frontage.

Frontage options for the Rowhouse Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Lightwell

Description: In a Lightwell Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential uses from urban sidewalks and removes the private yard from public encroachment.

Lightwell Location Requirements: Refer to [Illustration 6.854](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- ~~B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:~~

**Commented [JP172]:** Add updated table including Lakeside Context Areas.

**Commented [JP173]:** Add updated illustration replacing F with E.

## SECTION 2006 BUILDING TYPE STANDARDS

- ~~1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk. Unless the~~
- ~~2-B. Distance between the building facade and property line is greater than ten (10) feet: in which case the ground area shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~
- C. Required exterior stair from adjacent sidewalk grade down to sunken lightwell.
- D. Required exterior stair from adjacent sidewalk grade to elevated terrace.
- E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~F. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Lightwell Composition Requirements: Refer to ~~Illustration 6.865~~ for frontage composition graphic reference.

- A. Entry door(s) are required to be elevated. Elevated entry doors shall have one of the following treatments:
  1. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables. (As depicted ~~in the graphic~~).
  2. Uncovered (with no canopy or supported roof).
- B. Depth of required terrace shall be 4 feet minimum and 8 feet maximum.
- C. Terrace shall be 3 feet minimum above adjacent grade.
- D. Depth of required lightwell shall be 6 feet minimum and 10 feet maximum.
- E. Transparency First Floor: Lightwell frontage shall have 10% to 50% of the facade be windows between the finish floor line of the first story and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Lightwell: Lightwell frontage shall have 10% to 30% of the facade be windows between the finish floor line of the first story and the finish floor line of the lightwell (basement).
- G. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories.
- ~~H. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

Commented [JP174]: Add updated illustration removing H.

### 9.02 Building Type Frontage Option 2: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to ~~Illustration 6.876~~ for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a ~~minimum 5 foot wide~~ sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.

Commented [JP175]: Add updated illustration replacing D with C.

SECTION 2006 BUILDING TYPE STANDARDS

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to ~~Illustration 6.887~~ for frontage composition graphic reference.

Commented [JP176]: Add illustration.

- A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns.
  - 2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables (as depicted ~~in graphic~~).
  - 3. Uncovered (with no canopy or supported roof).
- B. Depth of stoop landing shall be 4 feet minimum.
- C. Width of stoop landing shall be 5 feet minimum.
- D. Stoop shall be 18" minimum above adjacent grade.
- E. Transparency: Stoop frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave Refer to Building Type for transparency requirements of upper stories.

9.03 Building Type Frontage Option 3: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to ~~Illustration 6.898~~ for frontage location graphic reference.

Commented [JP177]: Add updated illustration replacing D with C.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to ~~Illustration 6.9089~~ for frontage composition graphic reference.

Commented [JP178]: Add illustration.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.

## SECTION 2006 BUILDING TYPE STANDARDS

- E. Projecting porches shall be open on three sides (no walls on three sides).
- F. Furniture area shall be 4 feet x 6 feet minimum clear area.
- G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave Refer to Building Type for transparency requirements of upper stories.

### 2006.16 DUPLEX BUILDING TYPE

#### 1.0 BUILDING TYPE DESCRIPTION

The Duplex Building Type is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

#### 2.0 PRECEDENT OF DUPLEX BUILDING TYPE

The following images represent precedent examples of the Duplex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

#### 3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.919 for Building Type size and massing graphic representation.

- A. Building width at front street: 48 feet maximum.
- B. Building depth: 20 feet minimum.
- C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
- D. Building may have a detached garage or a Carriage House in lieu of an attached garage. Refer to Carriage House Building Type in Section 2006.18 for requirements.
- E. Maximum site coverage: 50% including garage or Carriage House.

#### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.924 for Building Type ground floor activation and pedestrian access graphic representation.

- A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
- B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street. Existing Detached House Buildings may add an additional unit without meeting this requirement.
- C. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

#### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 2 units per building.

Commented [JP179]: Add images.

Commented [JP180]: Add illustration.

Commented [JP181]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

- B. Duplex Buildings per lot: 1 maximum.
- C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Duplex Building.

6.0 USE

Building Type use:

- B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to [Illustration 6.932](#) for Building Type facade composition requirements.

- A. Building shall have a pitched (sloped) roof that is compatible to the surrounding residential architecture.
- ~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave.~~
- ~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
- ~~D. B. Upper windows shall be square or vertically proportioned with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

Commented [JP182]: Add updated illustration removing B and C.

8.0 BUILDING TYPE STORY HEIGHT

Refer to [Illustration 6.943](#) for Building Type story height requirements.

- A. Ground floor ceiling shall be ~~8-109~~ feet ~~minimum~~.
- B. Upper floor ceilings shall be ~~8-10~~ feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

Commented [JP183]: Add illustration.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Duplex Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Duplex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to [Illustration 6.954](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a ~~minimum 5 foot wide~~ sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.~~
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.

Commented [JP184]: Add updated table including Lakeside Context Areas.

Commented [JP185]: Add updated illustration replacing D with C.

## SECTION 2006 BUILDING TYPE STANDARDS

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to [Illustration 6.965](#) for frontage composition graphic reference.

**Commented [JP186]:** Add illustration.

- A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns (as depicted ~~in the graphic~~).
  - 2. Uncovered (with no canopy or supported roof).
- B. Depth of stoop landing shall be 4 feet minimum.
- C. Width of stoop landing shall be 5 feet minimum.
- D. Stoop shall be 12" minimum above adjacent grade.
- E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- F. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~ Refer to Building Type for transparency requirements of upper stories.

### 9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to [Illustration 6.976](#) for frontage location graphic reference.

**Commented [JP187]:** Add updated illustration replacing D with C.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in Section 2003.02.~~
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to [Illustration 6.987](#) for frontage composition graphic reference.

**Commented [JP188]:** Add illustration.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Projecting porches shall be open on three sides (no walls on three sides).
- F. Furniture area shall be 4 feet x 6 feet minimum clear area.

## SECTION 2006 BUILDING TYPE STANDARDS

- G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- H. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~ Refer to Building Type for transparency requirements of upper stories.

### 9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Engaged Porch Location Requirements: Refer to ~~Illustration 6.998~~ for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way ~~and stoops, lightwells, and/or steps may extend into required setbacks~~ per the requirements of ~~the encroachment section in~~ Section 2003.02.
- D. ~~Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Commented [JP189]: Add updated illustration replacing D with C.

Engaged Porch Composition Requirements: Refer to ~~Illustration 6.10099~~ for frontage composition graphic reference.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Engaged porches shall be open on two sides (no walls on two sides).
- F. Engaged porches shall have building walls on two sides.
- G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
- H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- I. Transparency Upper Stories: ~~Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~ Refer to Building Type for transparency requirements of upper stories.

Commented [JP190]: Add illustration.

## 2006.17 DETACHED HOUSE BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

## SECTION 2006 BUILDING TYPE STANDARDS

The Detached House Building Type is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

### 2.0 PRECEDENT OF DETACHED HOUSE BUILDING TYPE

The following images represent precedent examples of the Detached House Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

Commented [JP191]: Add images.

### 3.0 BUILDING SIZE AND MASSING

Refer to [Illustration 6.1010](#) for Building Type size and massing graphic representation.

Commented [JP192]: Add illustration.

- A. Building width at front street: 36 feet maximum.
- B. Building depth: 20 feet minimum.
- C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
- D. Building may have a ~~detached garage or a~~ Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
- E. Maximum site coverage: 50% including garage or Carriage House.

### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to [Illustration 6.1024](#) for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP193]: Add illustration.

- A. Main entrance is required to be located at the front and shall be directly accessed from and face the street.
- B. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

### 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 1 unit per building.
- B. Detached House Buildings per lot: 1 maximum.
- C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Detached House Building.

### 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

### 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to [Illustration 6.1032](#) for Building Type facade composition requirements.

Commented [JP194]: Add illustration.

- A. Building shall have a pitched (sloped) roof that is compatible to the surrounding residential architecture.
- ~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave.~~
- ~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

## SECTION 2006 BUILDING TYPE STANDARDS

~~D.B.~~ Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

### 8.0 BUILDING TYPE STORY HEIGHT

Refer to ~~Illustration 6.1043~~ for Building Type story height requirements.

- A. Ground floor ceiling shall be ~~8-109~~ feet ~~minimum~~.
- B. Upper floor ceilings shall be ~~8-10~~ feet ~~minimum~~.
- C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Detached House Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Detached House Building Type are provided in the table below and described on the following pages of this subsection.

#### 9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to ~~Illustration 6.1054~~ for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk.  
~~Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.~~
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to ~~Illustration 6.1065~~ for frontage composition graphic reference.

- A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
  - 1. Covered with a supported roof. Roof shall be supported with columns (as depicted ~~in the graphic~~).
  - 2. Uncovered (with no canopy or supported roof).
- B. Depth of stoop landing shall be 4 feet minimum.
- C. Width of stoop landing shall be 5 feet minimum.
- D. Stoop shall be 12" minimum above adjacent grade.
- E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

**Commented [JP195]:** Add illustration.

**Commented [JP196]:** Add updated table including Lakeside Context Areas.

**Commented [JP197]:** Add updated illustration replacing D with C.

**Commented [JP198]:** Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

- F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave Refer to Building Type for transparency requirements of upper stories.

9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.1076 for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. Balconies, awnings, canopies, cornices, upper bays, and projecting signs Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.02.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Commented [JP199]: Add updated illustration replacing D with C.

Projecting Porch Composition Requirements: Refer to Illustration 6.1087 for frontage composition graphic reference.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Projecting porches shall be open on three sides (no walls on three sides).
- F. Furniture area shall be 4 feet x 6 feet minimum clear area.
- G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave Refer to Building Type for transparency requirements of upper stories.

Commented [JP200]: Add illustration.

9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

## SECTION 2006 BUILDING TYPE STANDARDS

Engaged Porch Location Requirements: Refer to [Illustration 6.1098](#) for frontage location graphic reference.

- A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
- B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
- C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~ **Architectural elements** may extend into the public right-of-way **and stoops, lightwells, and/or steps may extend into required setbacks** per the requirements of **the encroachment section in Section 2003.02**.
- ~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

**Commented [JP201]:** Add updated illustration replacing D with C.

Engaged Porch Composition Requirements: Refer to [Illustration 6.1109](#) for frontage composition graphic reference.

- A. Depth of porch shall be 6 feet minimum.
- B. Width of porch shall be 8 feet minimum.
- C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
- D. Porch shall be 18" minimum above adjacent grade.
- E. Engaged porches shall be open on two sides (no walls on two sides).
- F. Engaged porches shall have building walls on two sides.
- G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
- H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
- I. Transparency Upper Stories: **Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave** ~~Refer to Building Type for transparency requirements of upper stories.~~

**Commented [JP202]:** Add illustration.

## 2006.18 CARRIAGE HOUSE BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

The Carriage House Building Type is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space which could be located at ground-level, above, or adjacent to a first floor garage. This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, Live/Work, or Small Multi-plex Building Types.

### 2.0 PRECEDENT OF CARRIAGE HOUSE BUILDING TYPE

The following images represent precedent examples of the Carriage House Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

**Commented [JP203]:** Add images.

### 3.0 BUILDING SIZE AND MASSING

Refer to [Illustration 6.1110](#) for Building Type size and massing graphic representation.

- A. Building width (side facing street): 36 feet maximum.

**Commented [JP204]:** Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- B. Building depth: 20 feet minimum.
- C. Separation from main building: ~~10-6~~ feet minimum. ~~Carriage house may be connected to the main building with an uninhabitable space such as a breezeway.~~
- D. Carriage House Building Type is only allowed on lots where the main building has a residential use and is one of the following building types:
  - 1. Small Multi-plex Building Type
  - 2. Live/Work Building Type
  - 3. Rowhouse Building Type
  - 4. Duplex Building Type
  - 5. Detached House Building Type
- E. Maximum site coverage: Lot coverage of Carriage House shall be included in the lot coverage requirements of the main building.
- F. Building footprint shall not exceed the footprint of the main building on the lot.

## 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to ~~Illustration 6.1124~~ for Building Type ground floor activation and pedestrian access graphic representation.

**Commented [JP205]:** Add illustration.

- A. Main entrance is required to be accessed from the alley, side street, or internal to the lot.
- B. Main entrance shall not be through a garage.
- C. Parking may be accessed from the alley, side street, or front street.
- D. Parking may be accessed from the front street only when there is no adjacent alley or side street.

## 5.0 NUMBER OF UNITS

Number of units per Building Type:

- A. Total of 1 unit per building.
- B. Carriage House Buildings per lot: 1 maximum.

## 6.0 USE

Building Type use:

- A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

## 7.0 FACADE COMPOSITION REQUIREMENTS

Refer to ~~Illustration 6.1132~~ for Building Type facade composition requirements.

**Commented [JP206]:** Add illustration.

- A. Building shall have a flat roof with cornice expression line or pitched (sloped) roof that is compatible with the architecture of the main building.
- B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the cornice expression line or eave.
- C. Transparency Street/Sidewalk Level: Building facades facing streets shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story.
- D. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements.~~

## 8.0 BUILDING TYPE STORY HEIGHT

Refer to ~~Illustration 6.1143~~ for Building Type story height requirements.

**Commented [JP207]:** Add illustration.

## SECTION 2006 BUILDING TYPE STANDARDS

- A. Ground floor ceiling shall be 8-10 feet ~~minimum~~.
- B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
- C. Overall height of Building Type shall not exceed the height of the main building on the lot.

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

The Carriage House Building Type is not required to have a frontage type.

## 2006.19 CIVIC BUILDING TYPE

### 1.0 BUILDING TYPE DESCRIPTION

The Civic Building Type is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form.

### 2.0 PRECEDENT OF CIVIC BUILDING TYPE

The following images represent precedent examples of the Civic Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

### 3.0 BUILDING SIZE AND MASSING

Civic Building size and massing is not regulated by this Form Based Code. Generally Civic Buildings shall have a significant presence within the community.

### 4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Civic Building ground floor activation is not regulated by this Form Based Code. Generally Civic Buildings shall have an activated ground floor with pedestrian entrances and windows facing street, rights-of-way, and civic space.

### 5.0 NUMBER OF UNITS

Number of units is not applicable to this Building Type.

### 6.0 USE

Building Type use:

- B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

### 7.0 FACADE COMPOSITION REQUIREMENTS

Civic Building facade composition is not regulated by this Form Based Code. Generally Civic Buildings shall have a design elements and materials that represent their significant presence within the community.

Facade composition should be respectful and compatible with the surrounding context.

### 8.0 BUILDING TYPE STORY HEIGHT

Overall height of Building Type is regulated by Context Area, refer to Section 2005.

### 9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP208]: Add images.

**SECTION 2006 BUILDING TYPE STANDARDS**

Civic Building frontages are not regulated by this Form Based Code. Generally Civic Buildings shall have a frontage that allows for pedestrian access and transparency that represent their significant presence within the community.

## SECTION 2007 PUBLIC REALM TYPE STANDARDS

### SECTION 2007 PUBLIC REALM TYPE STANDARDS [RESERVED]

#### 2007.00 PURPOSE

Section 2007 identifies Public Realm Type Standards established for each of the Context Areas within the City of Muskegon Form Based Code. Each of the Public Realm Types is defined by a Public Realm Assembly which includes the attributes which may occur within the public right-of-way for specific Public Realms.

Attributes for each Public Realm Type include standards for sidewalks, street tree planting, thoroughfares (vehicular zones), on-street parking, streetscapes, and bike lanes. These standards ensure that the Public Realm is consistent with the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2015 City of Muskegon Parking Strategy.

Public Realm Standards support the urban form that is required by the Muskegon Form Based Code and should be considered when streets and sidewalks are reconstructed within the Form Based Code District.

#### 2007.01 APPLICABILITY

The City of Muskegon will configure and adjust the Public Realm Types as necessary for specific conditions. In instances where private development participates with the City for public realm improvements, these standards shall be coordinated with the City of Muskegon.

#### 2007.02 PUBLIC REALM MOBILITY CHOICE

The Public Realm and the thoroughfares that they represent are intended to balance the needs of all types of traffic—auto, bicycle, and pedestrian—to maximize mobility and convenience for all the citizens and users of the respective Context Areas within the Muskegon Form Based Code District.

While the thoroughfares of all Public Realms will appropriately balance pedestrian and automobile needs, their character will vary by specific location. Some thoroughfares will carry a large volume of both automobile and pedestrian traffic and provide a more intense urban experience while others will provide more intimately scaled streets and public space.

The Public Realm Type Standards illustrate typical configurations for the rights-of-way within the Form Based Code District. The City will configure and adjust these as necessary for specific conditions with the intent of balancing access and mobility for all users.

When balancing this mobility choice, street design shall consider the safety, comfort, and convenience of pedestrians, bicyclists, transit users, and motor vehicle drivers. Balance in all types of transportation and development of transportation infrastructure shall accommodate all users, so that even the most vulnerable—children, elderly, and persons with disabilities—can use and travel safely within the public rights-of-way.

## SECTION 2007 PUBLIC REALM TYPE STANDARDS

~~To create these balanced streets, a pedestrian-first policy should establish modal hierarchy. This modal hierarchy (refer to figure below) inverts the dominant, auto-based paradigm so that downtown Muskegon's transportation network can grow safely, sustainably, and equitably into the 21st Century.~~

~~When considering public realm improvements within the Form Based Code District, transportation projects and programs, from design to implementation to maintenance, should favor pedestrians first, then transit riders, cyclists, and finally, vehicular traffic.~~

### PEDESTRIAN-FIRST MODAL HIERARCHY

#### 2007.03 STANDARDS FOR ALL PUBLIC REALM TYPES

The following standards apply to all Public Realm Types:

- A. ~~Public Realm Assemblies are intended for use by vehicular, bike, and pedestrian traffic and to provide access to lots and civic spaces. Public Realm Assemblies shall generally consist of vehicular lanes (the thoroughfare) and public spaces that include sidewalks (the people zone).~~
- B. ~~Public Realm Assemblies shall be designed in context with the physical form of the Context Areas that they pass through.~~
- C. ~~All Public Realm Assemblies shall intersect with other Public Realm Assemblies, forming a complete network. Where topographical or natural features exist that restrict the ability to form a network, a pedestrian connection shall be made, whenever technically feasible. Cul-de-sacs shall be subject to approval to accommodate specific site conditions only.~~
- D. ~~Public Realm Assemblies may include vehicular lanes, parking lanes, medians, access, and transportation provisions such as bicycle and transit facilities. The suggested standards for vehicular lanes, parking lanes, medians, and other transportation provisions are provided in each Public Realm Assembly.~~
- E. ~~Pedestrian comfort shall be a primary consideration of the Public Realm Assembly (refer to 2007.02 of this Section). Design conflict between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.~~
- F. ~~All Public Realm Sidewalk Walking Zones and Sidewalk Furnishing and Tree Zones shall be maintained by the adjacent property owner, Property Owners Association, or Business Owners Association.~~
- G. ~~Private trash containers and garbage cans (not including public sidewalk waste bins), may not be stored or located within any Public Realm.~~
- H. ~~Bicycle racks, public art, public waste bins, benches, and other street furnishings shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

- I. ~~Transit facilities, when placed on a street shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.~~
  
- J. ~~Green infrastructure should be placed in The Sidewalk Furnishing and Tree Zone whenever possible to manage storm water, mitigate heat island effect, provide small green spaces, improve air quality, and provide habitats for birds and animals.~~
  
- K. ~~Temporary sandwich board signs shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.~~
  
- L. ~~Mechanical, electrical, and phone equipment may not be located or stored within the Public Realm.~~
  - 1. ~~In instances where mechanical, electrical, or phone equipment cannot be placed in non-Public Realm locations (such as parking lots, alleys, or behind buildings), the equipment shall be placed as follows:~~
    - i. ~~Equipment shall be placed in the Sidewalk Furnishing and Tree Zone within a curbed landscaped area.~~
    - ii. ~~Equipment shall be screened with landscape material to buffer it from the public realm.~~
  
- M. ~~Street lighting shall be placed in the Sidewalk Furnishing and Tree Zone.~~
  - 1. ~~Street lighting shall be pedestrian-scaled decorative fixtures whenever practical. The use of cobra head lights should be avoided.~~
  - 2. ~~Street lights shall meet the requirements of Section 2003.09 of the Muskegon Form Based Code.~~
  
- N. ~~Except for tree trunks, street lights, public art, monuments, or excepted mechanical/electrical/phone equipment (per item J, above) there shall be a clear view between two and seven feet above grade in all Public Realm Assemblies. The foliage of newly planted trees may intrude into this area until the tree has sufficient growth to allow such a clear trunk height.~~
  
- O. ~~Street Tree Requirements:~~
  - 1. ~~Street trees shall be a minimum of 2 inch caliper when planted.~~
  - 2. ~~In Public Realm Assemblies that indicate a regular spacing, trees shall be planted within the Sidewalk Furnishing and Tree Zone at an average spacing not greater than 30 feet on center (per block face).~~
  - 3. ~~In Public Realm Assemblies that have a paved Sidewalk Furnishing and Tree Zone, street trees shall be placed in a tree pit with structural soil and/or expanded tree pit whenever technically feasible.~~
  
- P. ~~All plant material (including street trees) shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under local or state regulations.~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

Q. ~~Turf and Groundcover in the Public Realm (and visible from the Public Realm) shall meet the following requirements:~~

1. ~~All turf grass must be solidly sodded at installation—not seeded, sprigged, or plugged.~~
2. ~~Vegetative groundcovers may be used in place of turf grass.~~
3. ~~In addition to the lot, the owner must maintain the portion of the Public Realm Assembly between their lot line and the back of curb and the portion of any alley between the lot line(s) and the edge of pavement.~~

R. ~~On-Street Parking Requirements:~~

1. ~~The parking space/tree planting pattern may be interrupted by existing or new driveways and transit stops/stations.~~
2. ~~Parking spaces may be interrupted by bulb-outs at street crossing locations.~~

S. ~~A bicycle network consisting of protected bicycle lanes, dedicated bicycle lanes, sharrows (shared lanes) or other bicycle routes should be provided throughout the community. The community bicycle network shall be connected to existing or proposed regional networks wherever possible. The City of Muskegon will coordinate bike facilities for each assembly. Refer to Section 2007.04 for bicycle facilities.~~

2007.04 BICYCLE FACILITIES

~~Many of the Public Realm Assemblies within the Muskegon Form Based Code are intended to accommodate bicycles in the thoroughfare (vehicular lanes). While not all Public Realm Assemblies will have bike facilities, a connected network should be considered when redesigning or reconfiguring the downtown streets.~~

~~The Public Realm Types described in this section indicate three different levels of bicycle facilities for the thoroughfare.~~

~~These facilities are as follows and will be coordinated by the City of Muskegon when practically and technically feasible:~~

~~Protected Bike Lane: Protected bike lanes have a physical barrier or vertical separation between moving motor vehicle traffic and bicyclists. Examples of a physical barrier or vertical separation include plastic posts, bollards, curbs, planters, raised bumps or parked cars.~~

~~Dedicated Bike Lane: A bicycle lane is a portion of the roadway that has been designated by striping, signing, and pavement markings for the preferential use of bicyclists.~~

~~Sharrow (Shared Lane): A shared lane marking within a vehicular travel lane of a street's surface that indicates that bicyclists may use any portion of the full width of the travel lane.~~

## SECTION 2007 PUBLIC REALM TYPE STANDARDS

### 2007.05 PUBLIC REALM TYPE OVERVIEW

Public Realm Types for the Muskegon Form Based Code are summarized as follows:

**Boulevard:** A local, slow movement thoroughfare suitable for high intensity urban areas. Boulevards are urban in character, with angled or parallel parking on both sides, a center median, and narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

**Commercial Street:** A local, slow movement thoroughfare suitable for high intensity urban areas. Commercial Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

**Transitional Street:** A local, slow movement thoroughfare suitable for medium to high intensity urban areas. Transitional Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial or high density residential environment.

**Parkway Street:** A local, slow movement thoroughfare suitable for general urban areas. Parkway Streets are urban in character, supporting parallel parking on one or both sides with narrow vehicle travel lanes that support a variety of different frontages and uses. Bikes are accommodated with dedicated bike lanes and/or sharrows (shared lane with cars).

**Arterial:** A thoroughfare suitable for general urban areas that connects to a regional transportation system. The Arterial is less urban in character than other thoroughfares in the Muskegon Form Based Code District. Medium to large width vehicle travel lanes support a variety of frontages and uses. The Arterial Public Realm supports vehicular movement as a first priority and should be used only in instances where other Public Realm Types cannot support a high level of service for vehicular traffic.

**Waterfront Edge:** In Section 2007, Muskegon's downtown waterfront is considered a public realm and acts as both a thoroughfare for bikes and pedestrians and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront. Bikes are accommodated with a dedicated bike lane that connects to the city's existing and proposed bike network.

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.06 BOULEVARD**

**1.0 Boulevard Description:** A local, slow movement thoroughfare suitable for high-intensity urban areas. Boulevards are urban in character, with angled or parallel parking on both sides, a center median, and narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

**2.0 Boulevard Assembly:** The following cross-section illustrates a typical configuration for the BOULEVARD Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Boulevard Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. — Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. — Refer to Section 2005 for Context Zone of parcel
2. — Refer to Section 2006 for Building Type requirements
3. — Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. — Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. — Minimum Width of Sidewalk: 5 feet
2. — Ideal Width of Sidewalk: Between 10 to 15 feet
3. — Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. — Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. — Minimum Recommended Width of Furnishing Zone: 5 feet
2. — Ideal Width of Furnishing Zone: Between 10 to 15 feet

SECTION 2007 PUBLIC REALM TYPE STANDARDS

3. — **Street Tree Planter Type:** Required tree pit with structural soil and/or expanded tree pit recommended
  4. — **Street Tree Planting Arrangement:** Formal with regular spaced canopy and/or understory trees
  5. — **Paving Material for Furnishing Zone:** Concrete, stamped concrete, or brick pavers
- D. — **Curb and Gutter Zone:** The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.
1. — **Typical Width of Curb and Gutter Zone:** 2 feet
  2. — **Curb Type:** Raised
  3. — **Ideal Curb Radius:** Small as possible to promote slower speeds and encourage walkability
- E. — **On-street Parking Zone:** The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:
1. — **Parking Lane Configuration:** Diagonal and/or parallel on both sides of street, when possible
  2. — **Parking Lane Minimum Width:** 17 feet for diagonal and 7 feet for parallel
  3. — **Bulb-outs within the Parking Zone** are encouraged at intersections and/or at mid-block crossings
- F. — **Vehicle Travel Zone:** The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:
1. — **Movement Type:** Slow
  2. — **Ideal Travel Lane Width:** 10 feet
  3. — **Target Speed:** 25 to 30 MPH
  4. — **Ideal Number of Travel Lanes:** One in each direction
- G. — **Bike Lane Zone:** The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:
1. — **Accommodation for Bicycle Traffic (when possible):** Shared lane with automobile traffic (Sharrow) (as depicted in the facing page graphic). May also be protected or dedicated bike lane.

SECTION 2007 PUBLIC REALM TYPE STANDARDS

2. ~~Bike Lane Designation: Pavement markings and signage~~

H. ~~Median Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, and street lighting, specific to the Boulevard Type. The following are typical attributes of the Median Furnishing and Tree Zone:~~

1. ~~Minimum Recommended Width: 5 feet~~

2. ~~Ideal Width: Between 10 to 25 feet~~

3. ~~Street Tree Planter: Continuous landscaped area (no tree pits)~~

4. ~~Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.07 COMMERCIAL STREET**

**1.0 Commercial Street Description:** A local, slow movement thoroughfare suitable for high-intensity urban areas. Commercial Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

**2.0 Commercial Street Assembly:** The following cross-section illustrates a typical configuration for the COMMERCIAL STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Commercial Street Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. — Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. — Refer to Section 2005 for Context Zone of parcel
2. — Refer to Section 2006 for Building Type requirements
3. — Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. — Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. — Minimum Width of Sidewalk: 5 feet
2. — Ideal Width of Sidewalk: Between 10 to 12 feet
3. — Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. — Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. — Minimum Recommended Width of Furnishing Zone: 5 feet
2. — Ideal Width of Furnishing Zone: Between 10 to 12 feet

SECTION 2007 PUBLIC REALM TYPE STANDARDS

3. — **Street Tree Planter Type:** Required tree pit with structural soil and/or expanded tree pit recommended
4. — **Street Tree Planting Arrangement:** Formal with regular spaced canopy and/or understory trees
5. — **Paving Material for Furnishing Zone:** Concrete, stamped concrete, or brick pavers
- D. — **Curb and Gutter Zone:** The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.
  1. — **Typical Width of Curb and Gutter Zone:** 2 feet
  2. — **Curb Type:** Raised
  3. — **Ideal Curb Radius:** Small as possible to promote slower speeds and encourage walkability
- E. — **On-street Parking Zone:** The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:
  1. — **Parking Lane Configuration:** Diagonal and/or parallel on both sides of street, when possible
  2. — **Parking Lane Minimum Width:** 7 feet
  3. — **Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings**
- F. — **Bike Lane Zone:** The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:
  1. — **Accommodation for Bicycle Traffic (when possible):** Dedicated bike lane (as depicted in the facing page graphic). May also be a shared lane with automobile traffic (Sharrow) sharrow or protected bike lane.
  2. — **Bike Lane Designation:** Pavement markings and signage
- G. — **Vehicle Travel Zone:** The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:
  1. — **Movement Type:** Slow
  2. — **Ideal Travel Lane Width:** 10 feet
  3. — **Target Speed:** 25 to 30 MPH

SECTION 2007 PUBLIC REALM TYPE STANDARDS

4. ~~Ideal Number of Travel Lanes: One in each direction~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.08 TRANSITIONAL STREET**

**1.0 Transitional Street Description:** A local, slow movement thoroughfare suitable for medium to high intensity urban areas. Transitional Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial or high density residential environment. The Sidewalk Furnishing and Tree Zone within Transitional Streets is may either be paved or landscaped, depending on the adjacent frontages, Building Types, and uses and the Context Area that the Public Realm is located in.

**2.0 Transitional Street Assembly:** The following cross-section illustrates a typical configuration for the TRANSITIONAL STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Transitional Street Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. — Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. — Refer to Section 2005 for Context Zone of parcel
2. — Refer to Section 2006 for Building Type requirements
3. — Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. — Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. — Minimum Width of Sidewalk: 5 feet
2. — Ideal Width of Sidewalk: Between 10 to 12 feet
3. — Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. — Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. — Minimum Recommended Width of Furnishing Zone: 5 feet
2. — Ideal Width of Furnishing Zone: Between 10 to 12 feet

SECTION 2007 PUBLIC REALM TYPE STANDARDS

3. — **Street Tree Planter Type: (At blocks with primarily commercial or institutional uses at the ground floor):**

i. — **Required tree pit with structural soil and/or expanded tree pit recommended**

4. — **Street Tree Planter Type (At blocks with primarily residential uses at the ground floor):**

i. — **Parkway consisting of a continuous landscaped area (no tree pits)**

5. — **Street Tree Planter Types of either paved surfaces or landscaped parkways may change from block to block along this Public Realm Type and may be different on opposite sides of the street, depending on predominate ground floor use.**

6. — **City of Muskegon will determine where to place paved surfaces or landscaped parkways depending on existing conditions and Context Area.**

7. — **Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees**

8. — **Paving Material for Furnishing Zone: Concrete, stamped concrete, or brick pavers when primarily commercial or institutional uses are at the ground floor**

D. — **Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.**

1. — **Typical Width of Curb and Gutter Zone: 2 feet**

2. — **Curb Type: Raised**

3. — **Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability**

E. — **On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:**

1. — **Parking Lane Configuration: Parallel on both sides of street, when possible**

2. — **Parking Lane Minimum Width: 7 feet**

3. — **Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings**

F. — **Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:**

SECTION 2007 PUBLIC REALM TYPE STANDARDS

1. — **Movement Type: Slow**
2. — **Ideal Travel Lane Width: 10 feet**
3. — **Target Speed: 20 to 25 MPH**
4. — **Ideal Number of Travel Lanes: One in each direction**

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.09 PARKWAY STREET**

**1.0 Parkway Street Description:** A local, slow movement thoroughfare suitable for general urban areas. Parkway Streets are urban in character, supporting parallel parking on one or both sides with narrow vehicle travel lanes that support a variety of different frontages and uses. Bikes are accommodated with dedicated bike lanes and/or sharrows (shared lane with cars).

**2.0 Parkway Street Assembly:** The following cross-section illustrates a typical configuration for the PARKWAY STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Parkway Street Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel
2. Refer to Section 2006 for Building Type requirements
3. Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet
2. Ideal Width of Sidewalk: Between 10 to 12 feet
3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet
2. Ideal Width of Furnishing Zone: Between 10 to 12 feet
3. Street Tree Planter Type: Parkway consisting of a continuous landscaped area (no paving/no tree pits)

SECTION 2007 PUBLIC REALM TYPE STANDARDS

4. — ~~Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees, some clustering of street trees may also be appropriate within the parkway~~

D. — ~~Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.~~

1. — ~~Typical Width of Curb and Gutter Zone: 2 feet~~

2. — ~~Curb Type: Raised~~

3. — ~~Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability~~

E. — ~~On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:~~

1. — ~~Parking Lane Configuration: Parallel on both sides of street, when possible~~

2. — ~~Parking Lane Minimum Width: 7 feet~~

3. — ~~Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings~~

F. — ~~Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:~~

1. — ~~Movement Type: Slow~~

2. — ~~Ideal Travel Lane Width: 9 feet to 10 feet~~

3. — ~~Target Speed: 20 to 25 MPH~~

4. — ~~Ideal Number of Travel Lanes: One in each direction~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.10 ARTERIAL**

**1.0 Arterial Description:** A thoroughfare suitable for general urban areas that connects to a regional transportation system. The Arterial is less urban in character than other thoroughfares in the Muskegon Form Based Code Area. Medium to large width vehicle travel lanes support a variety of frontages and uses. The Arterial Public Realm supports vehicular movement as a first priority and should be used only in instances where other Public Realm Types cannot support a high level of service for vehicular traffic.

**2.0 Arterial Assembly:** The following cross-section illustrates a typical configuration for the ARTERIAL Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Arterial Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. — Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. — Refer to Section 2005 for Context Zone of parcel
2. — Refer to Section 2006 for Building Type requirements
3. — Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. — Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. — Minimum Width of Sidewalk: 5 feet
2. — Ideal Width of Sidewalk: Between 10 to 12 feet
3. — Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. — Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. — Minimum Recommended Width of Furnishing Zone: 5 feet
2. — Ideal Width of Furnishing Zone: Between 10 to 12 feet

SECTION 2007 PUBLIC REALM TYPE STANDARDS

3. — **Street Tree Planter Type: Parkway consisting of a continuous landscaped area (no paving/no tree pits)**

4. — **Street Tree Planting Arrangement: Clustered and/or irregular spaced canopy and/or understory trees**

D. — **Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.**

1. — **Typical Width of Curb and Gutter Zone: 2 feet**

2. — **Curb Type: Raised**

3. — **Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability**

E. — **Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:**

1. — **Movement Type: Medium**

2. — **Ideal Travel Lane Width: 10 feet to 12 feet**

3. — **Target Speed: 35 to 40 MPH**

4. — **Ideal Number of Travel Lanes: Two in each direction (total of four vehicle travel lanes)**

**Note regarding on-street parking: Whenever possible, depending on specific conditions, parallel on-street parking should be considered for the Arterial Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. When on-street parking is provided for this Public Realm Type, bulb-outs should be considered within the parking zone at intersections and mid-block crossings to increase walkability and safety.**

SECTION 2007 PUBLIC REALM TYPE STANDARDS

**2007.11 WATERFRONT EDGE**

**1.0 Waterfront Edge Description:** In Section 2007, Muskegon's downtown waterfront is considered a public realm and acts as both a thoroughfare for bikes and pedestrians and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront. Bikes are accommodated with a dedicated bike lane that connects to the city's existing and proposed bike network.

**2.0 Waterfront Edge Assembly:** The following cross-section illustrates a typical configuration for the WATERFRONT EDGE Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

**3.0 Waterfront Edge Assembly Key:** The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

**A. — Building Type and Frontage Zone:** The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. — Refer to Section 2005 for Context Zone of parcel
2. — Refer to Section 2006 for Building Type requirements
3. — Building Type will indicate frontage options for building wall facing the street and sidewalk

**B. — Sidewalk Walking Zone:** The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. — Minimum Width of Sidewalk: 10 feet
2. — Ideal Width of Sidewalk: Between 15 to 20 feet
3. — Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

**C. — Sidewalk Furnishing and Tree Zone:** The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. — Minimum Recommended Width of Furnishing Zone: 6 feet
2. — Ideal Width of Furnishing Zone: Between 10 to 20 feet

SECTION 2007 PUBLIC REALM TYPE STANDARDS

3. — **Street Tree Planter Type:** Required tree pit with structural soil and/or expanded tree pit recommended

4. — **Street Tree Planting Arrangement:** Formal with regular spaced canopy and/or understory trees

5. — **Paving Material for Furnishing Zone:** Concrete, stamped concrete, or brick pavers

D. — **Bike Lane Zone:** The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:

1. — **Accommodation for Bicycle Traffic (when possible):** Dedicated bike lane (as depicted in the facing page graphic).

2. — **Minimum Recommended Width of Bike Lane:** 12 feet

3. — **Bike Lane Designation:** Pavement markings and signage

E. — **Activity Zone:** The portion of the Public Realm Type dedicated to accommodating a variety of activities. The width of this zone can change as waterfront and building use change along the waterfront's edge. The following are typical attributes of the Activity Zone for the waterfront:

1. — **Minimum Recommended Width of Activity Zone:** 10 feet

2. — **Ideal Width of Activity Zone:** 15 to 30 feet

**Permitted uses and programming within Activity Zone:**

1. — **Food trucks and food carts with special use permit on a temporary basis between the hours of 8am and 10pm**

2. — **Temporary and portable structures related to approved special events and festivals**

3. — **Health related classes and events, such as yoga**

F. — **Terrace option:** The Activity Zone and Furnishing and Tree Zone may terrace to provide separation between spaces, landscaping and bike lanes when the following conditions are met:

1. — **Combined Width of Activity Zone and Furnishing & Tree Zone is 30 feet minimum**

2. — **Connection to existing and/or adjacent waterfront edges is maintained per the requirements of City ordinances and building code**

3. — **Connection to existing and/or adjacent bike lanes is maintained**

SECTION 2008 OFF-STREET PARKING STANDARDS

**SECTION 2008 OFF-STREET PARKING STANDARDS**

**2008.00 PURPOSE**

The purpose of this section is to manage vehicular and bicycle parking in a manner consistent with the regulating plan of this Form Based Code. Incremental infill development will enable applicants and the City to strategically accommodate parking needs while not compromising the urban form desired within downtown Muskegon.

**2008.01 APPLICABILITY**

The regulations of this Section shall apply in the following instances:

- A. Whenever the use of a building or lot is changed to another classification of use, off-street parking facilities ~~shall may~~ be provided ~~as required up to the maximum allowed~~ by this Section.
- B. If the intensity of use of any existing building (~~other than a detached house or duplex building~~) is increased through the addition of floor area, seating capacity, ~~number of housing units~~, or number of employees, additional off-street parking ~~shall may~~ be provided ~~up to the maximum allowed by this Section~~.

**2008.02 PARKING AND LOADING REVIEW**

Whenever three or more parking spaces are ~~required to be constructed~~, specifications shall be submitted to the Zoning Administrator for approval prior to permitting per Section 2326, 3 of the ~~City of~~ Muskegon Zoning Ordinance.

**2008.03 USE OF PARKING AREAS**

Vehicles shall not be repaired, stored or displayed for sale or hire in parking lots unless the principal use is classified in the applicable context area. Upon approval of the Zoning Administrator, parking lots may be used for temporary events and gathering.

**2008.04 ACCESS STANDARDS**

Parking shall be accessed from an ~~alley side street~~ whenever possible. ~~If an alley is not available for driveway placement, parking shall be accessed from a side street. If both an alley and a side street are not available for driveway placement, parking shall be accessed from a front street.~~ If parking is accessed from a front ~~or side~~ street, there shall only be one point of access. ~~Entries At the right-of-way line, a driveway~~ shall not exceed two lanes, ~~or 20 feet~~, in width.

**2008.05 MAINTENANCE STANDARDS**

Parking and loading areas, ~~as required~~, shall be paved, marked, and defined by curbs. Utilizing porous pavement, low impact design, and green infrastructure best practices for stormwater is encouraged.

**2008.06 DIMENSIONAL REQUIREMENTS**

Parking spaces shall be a minimum of 8' wide by 18' long. Maneuvering aisles shall be a minimum of 12' wide for one way traffic and 22' for two-way traffic. Excessively wide aisles shall not be permitted.

**2008.07 ESTABLISHMENT OF USE CLASSES**

The following ~~table~~ lists uses permitted in the Form Based Code and designates various use classes for establishing parking requirements. ~~Refer to Permitted Uses Tables for each Context Area in Section 2005 for classification of specific land uses.~~

Commented [JP209]: Add table.

SECTION 2008 OFF-STREET PARKING STANDARDS

PARKING USE CLASS

- A. Residential
  - 1. Single-family residential
  - 2. Shared/Co-op housing
  - 3. Multi-family
  - 4. Two-family residential
- B. Retail
  - 1. Retail
  - 2. Club, lodge, hall
  - 3. Micro brewery, distillery, winery under 2500 barrels
  - 4. Micro brewery, distillery, winery under 2500 barrels
  - 5. Restaurant, cocktail lounge, brewpub
- C. Office
  - 1. Office
  - 2. Personal service
  - 3. Veterinary and kennel
  - 4. Bank
  - 5. Business school/private or public school/higher ed.
  - 6. Taxi/limo service
- D. Lodging
  - 1. Hotel/motel
- E. Civic
  - 1. Church
  - 2. Gallery/museum
  - 3. Railway terminal
- F. Recreation
  - 1. Amusement and recreation facility
  - 2. Outdoor recreation
  - 3. Outdoor theater
  - 4. Indoor theater/live music concert hall
- G. Industrial
  - 1. Auto service station
  - 2. Warehousing
  - 3. Shipping, port related activity
  - 4. Research and development
  - 5. Light manufacturing
  - 6.1. Machine shop

2008.08 REQUIRED OFF-STREET PARKING SPACES REGULATIONS

Up to the maximum number of ~~required~~ off-street surface parking spaces ~~shall~~ ~~may~~ be provided ~~and maintained~~ on the premises ~~or as otherwise~~ allowed by this section per the above ~~table~~.

- A. In the case of a use not specifically mentioned, the ~~requirement~~ ~~regulations~~ for off-street parking facilities for a specified use which is most similar shall apply, as determined by the Zoning Administrator.
- B. ~~Off-street P~~arking areas for other than detached house and duplex may be located up to 1,000 feet from the building they serve.

Commented [JP210]: Add updated table.

## SECTION 2008 OFF-STREET PARKING STANDARDS

~~C. New businesses (uses) that are required to provide 15 parking spaces or less may forgo the parking requirements if they are located in a previously existing building.~~

~~D.C. Parking maximums may be waived by the Zoning Administrator when parking spaces are provided in structured or underground parking facilities.~~

### 2008.09 SHARED PARKING[RESERVED]

~~A. Shared Parking with Staggered Peak Periods. Where a mix of land uses on two or more adjacent lots create staggered peak periods of parking demand, the on-site parking requirements for the adjacent lots may be reduced subject to the following:~~

- ~~1. Shared parking areas shall be located within 600 feet of the use.~~
- ~~2. Pedestrian connections shall be maintained between the buildings or uses.~~
- ~~3. Lots shall be adjacent and shall be interconnected for vehicular passage.~~
- ~~4. A shared parking agreement shall be submitted.~~
- ~~5. For shared parking with places of worship, the other uses shall not normally operate between the hours of 6:00am and 6:00pm on Sundays.~~

~~B. Mixed Use Buildings. Where one mixed use building on one lot creates staggered peak periods of parking demand, the on-site parking requirements for the single lot may be reduced subject to the following:~~

- ~~1. Mixed Use Building shall have different uses on multiple floors that create a staggered demand.~~

~~C. Availability of other modes of travel. To qualify, the site plan must incorporate transit stops, pedestrian connections to nearby transit stops, or bicycle parking facilities, as applicable.~~

- ~~1. Transit reduction. Buildings or uses shall be within 600 feet of a transit stop. MATS shall verify in writing that the transit stop is in a permanent location.~~
- ~~2. Bicycle reduction. Parking requirements may be reduced by one space for every four covered, secure bicycle parking spaces that are provided on site that are in addition to the required bicycle parking. Parking requirements may be further reduced by four spaces where free showers are available for employee use within the building.~~

### 2008.10 PARKING EASEMENTS AND AGREEMENTS[RESERVED]

~~A. Written easements that provide for continued use and maintenance of shared parking shall be submitted to the Zoning Administrator for review and approval. Any agreement shall include provisions to address changes in use.~~

~~B. Shared parking leases or agreements shall have a term of not less than five years, including any renewals at the option of the lessee.~~

~~C. Should the agreement be voided or expire for any reason, the uses utilizing the shared parking facility shall provide all required parking spaces in accordance with the requirements of this Section, or shall be in violation thereof.~~

### 2008.11 OFF-STREET PARKING LOT DESIGN/DRIVEWAYS

A. Off-street parking location and setbacks. Off-street parking lots shall conform to the parking placement standards in Section 2005 for the applicable context area.

1. Off-street parking areas shall be separated at least ~~ten-five (105)~~ feet from buildings in order to make room for a sidewalk, landscaping, and other planting between the building and the parking area.

Exception: This separation may be eliminated to the rear of buildings in areas designed for unloading and loading.

B. Off-street parking facilities ~~required-provided~~ for detached house or duplex shall be located on the same lot or parcel as the building they are intended to serve, and shall consist of a driveway and/or garage. All

## SECTION 2008 OFF-STREET PARKING STANDARDS

residential driveways shall provide a minimum width of at least eight feet. Driveways ~~must be paved and~~  
All parking spaces shall be paved ~~and no more than one parking space shall be located within the~~  
~~required front yard. Additions to existing detached house or duplex shall not require the paving of an~~  
~~unpaved driveway.~~

### 2008.12 PARKING STRUCTURES

- A. Parking stall and driving aisles shall meet the minimum required in Section 2008.06.
- B. Internal arrangement and design shall be approved by the city engineer ~~and building inspector~~ for appropriate grades, traffic circulation, aisle length, column spacing, ceiling height, exit stairwell and elevator location.
- C. Parking structures shall be set back the same distance as required for the applicable Building Type.
- ~~D. An active use is required at the ground level of the parking facility where the structure is within an area identified for ground floor activation per the Context Area Map in Section 2005.02.~~
- ~~E.D. \_\_\_\_\_~~ Space for the active use ~~The ground level of the parking structure~~ shall have ~~one of the permitted Frontage Options for~~ a minimum depth of thirty (30) feet and minimum width not less than eighty (80) percent of the building frontage at the front property line and not less than fifty (50) percent of the building frontage on the side property line.
- ~~F.E. \_\_\_\_\_~~ In lieu of a ~~permitted Frontage Option n active use~~ on the ground level, a parking structure may be paired with a liner building. Liner buildings may be one (or a combination of) the following Building Types:
  - 1. Mixed-Use Building
  - 2. Flex Building
  - 3. Live/Work Building
  - 4. Multi-Plex Building
  - 5. Rowhouse Building
- ~~G.F. \_\_\_\_\_~~ Parking structures shall be architecturally compatible with the buildings they serve.

### 2008.13 OFF-STREET LOADING REQUIREMENTS

For off-street loading requirements refer to Section 2329 of the City of Muskegon Zoning Ordinance.

### 2008.14 PARKING LOT LANDSCAPING/SCREENING

- A. Parking lot landscaping shall be provided in accordance with Section ~~2334~~~~2333~~, 8 of the City of Muskegon Zoning Ordinance.
- B. Any frontage along all streets with surface parking at the build-to-line or within the required build-to-zone, shall be defined by a 3' high street screen. Required street screens shall be of one of the following:
  - 1. The same building material as the principal building on the lot or
  - 2. A vegetative screen composed of shrubs planted to be opaque at maturity, or
  - 3. A combination of the two.
- C. The required street screen shall be located at the property line along the corresponding street. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

### 2008.15 BICYCLE PARKING

- A. Bicycle parking shall be located on paved or pervious, dust-free spaces, and shall be a minimum of 2' by 6'. Bicycle parking shall be located in a convenient and visible area, and within 100' of building entries, when possible.
- B. Bicycle parking shall be provided at a rate of 20% of ~~required-provided~~ vehicular parking.

## SECTION 2009 SIGN STANDARDS

### **SECTION 2009 SIGN STANDARDS**

#### **2009.00 PURPOSE**

Section 2009 identifies sign standards that are intended to appropriately limit the placement, type, size, construction, illumination, and number of signs allowed within a specific Context Area and to require the proper maintenance of signs. The regulations and standards of this Section are intended to be content neutral and are considered the minimum necessary to achieve a substantial government interest for public safety, aesthetics, and protection of property values. The purpose of these limitations and requirements are to:

- A. Protect the public right to receive messages and information protected by the First Amendment of the U.S. Constitution;
- B. Safeguard and protect the public health, safety, and general welfare;
- C. Promote aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the city as a place to live, work and shop;
- D. Avoid traffic safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions;
- E. Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs;
- F. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically designed and proportioned in relation to adjacent structures and the structures to which they are attached;
- G. Recognize that the principal intent of commercial signs is for identification of an establishment on the premises, and not for advertising off-premises activities; and
- H. Regulate portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.

#### **2009.01 APPLICABILITY**

- A. Section 2334 of the City of Muskegon Zoning Ordinance regulates signs. Provisions contained in Section 2334, subsections 1-5 shall apply to signs within the Form Based Code district, in addition to the standards contained herein.
- B. Temporary signs shall be regulated per Section 2334 of the City of Muskegon Zoning Ordinance.
- C. No person, firm, or corporation shall erect, repair, alter, relocate, display or maintain any sign which does not comply with the standards set forth in this Section, and no permit shall be issued for any such sign.

#### **2009.02 SIGN REQUIREMENTS[RESERVED]**

- ~~A. Sign types, quantities, and sizes shall be as provided herein.~~
- ~~B. Sign Types are limited to the following:
  - 1. Sign Band Signs.
  - 2. Wall Signs.
  - 3. Projecting Signs.
  - 4. Awning and Canopy Signs.
  - 5. Window Signs.
  - 6. Ground Signs.~~

#### **2009.03 OFF PREMISE ADVERTISING**

~~For off-premise advertising shall not be permitted, see Section 2334, 4 of the City of Muskegon Zoning Ordinance.~~

SECTION 2009 SIGN STANDARDS

**2009.04 NONCONFORMING SIGNS**

For nonconforming signs, see Section 2334, 13 of the City of Muskegon Zoning Ordinance.

**2009.05 REMOVAL**

For removal of signs, see Section 2334, 14 of the City of Muskegon Zoning Ordinance.

**2009.06 SIGN TYPE OVERVIEW[RESERVED]**

Sign types for the Muskegon Form Based Code are as follows:

**Sign Band:** A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom on buildings types with the following frontages: Storefront, Balcony, or Drive-through.

**Wall Sign:** A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

**Projecting Sign:** A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

**Awning & Canopy Sign:** Awning Signs may be painted, screen printed or appliquéd to the awning. Canopy Signs shall be attached upon the face or above the face of metal canopies. Awning and Canopy Signs shall be placed on canopies or awnings that are above doors and/or windows.

**Window Sign:** Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate "open" for business and other neon tube signs as indicated in this subsection.

**Ground Sign:** A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

## SECTION 2009 SIGN STANDARDS

### 2009.07 SIGN BAND SIGN

A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom on buildings types with the following frontages: Storefront, Balcony, or Drive-through.

#### 1.0 Sign Band Sign Size and Proportion

Refer to Refer to [Illustration 9.01](#) for graphic representation of the dimensional requirements regarding Sign Band Signs.

Commented [JP211]: Add illustration.

- A. Sign Band Sign sizes and proportions are relative to the size of the building's sign band or horizontal expression band.
- B. Vertical Placement: Sign content height shall not exceed 80% of the overall height of the sign band or horizontal expression band.
- C. Horizontal Placement: Sign content within the sign band or horizontal expression band shall not come closer than two (2) feet to the side edges of the sign band.
- D. Sign content shall not extend more than three (3) inches from the face of the sign band or horizontal expression line.

#### 2.0 Sign Band Sign Standards

- A. Sign content (letters, corporate logos, symbols or designs) may be engraved, painted, or surface mounted on the building's sign band or horizontal expression band. Sign content shall be made of materials visually compatible with the display surface.
- B. Dimensional requirements of sign band Section 2009.13.
- C. Sign content is not required to be placed in sign band or horizontal expression line.

#### 3.0 Sign Band Sign Quantity

- A. The number of Sign Band Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
- B. Sign Bands may be used in conjunction with other Sign Types.

#### 4.0 Sign Band Sign Location

Sign Band Signs are permitted to be installed at the sign band or horizontal expression band above a storefront window or transom on buildings that have Storefront, Balcony, or Drive-through Frontage.

- A. At corner lot buildings, Sign Band Signs are also permitted to be installed at the sign band or horizontal expression line above storefronts or transoms along side streets.

#### 5.0 Sign Band Sign Illumination

- A. Sign Band Signs may be externally illuminated per the requirements of Section 2334, 3, f.
- B. Sign Band Signs are not permitted to be internally illuminated. Sign Band is not permitted to be illuminated with neon illumination.

## SECTION 2009 SIGN STANDARDS

### 2009.08 WALL SIGN

A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

#### 1.0 Wall Sign Size and Proportion

Refer to [Illustration 9.02](#) for graphic representation of the dimensional requirements regarding Wall Signs.

**Commented [JP212]:** Add illustration.

Refer to Section 2009.13 for dimensional requirements.

- A. Wall Signs shall be a minimum of three (3) feet above the adjacent grade.
- B. Wall Signs shall not come closer than two (2) feet to the corner of the building.

#### 2.0 Wall Sign Standards

- A. Wall Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
- B. Wall Sign content may include letters, corporate logos, symbols or designs that are painted or applied to the building wall.

#### 3.0 Wall Sign Quantity

- A. The number of Wall Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
- B. Wall may be used in conjunction with other Sign Types.

#### 4.0 Wall Sign Location

Wall Signs are permitted on the fronts of the following buildings:

- A. Live/Work
- B. Flex
- C. Multi-plex (Small and Large)
- D. Civic

Wall Signs are permitted on the sides (along side street) of the following buildings:

- A. Mixed-Use
- B. Retail
- C. Cottage Retail
- D. Live/Work
- E. Multi-plex (Small and Large)
- F. Civic

#### 5.0 Wall Sign Illumination

- A. Wall Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.
- B. Wall Signs are not permitted to be illuminated with neon illumination.

## SECTION 2009 SIGN STANDARDS

### 2009.09 PROJECTING SIGN

A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

#### 1.0 Projecting Sign Size and Proportion

Refer to [Illustration 9.03](#) for graphic representation of the dimensional requirements regarding Projecting Signs.

**Commented [JP213]:** Add illustration.

Refer to Section 2009.13 for dimensional requirements.

- A. Maximum height of projecting signs shall be four (4) feet except projecting signs depicting only the building name may be taller (see note in Section 2009.13).
  - B. Maximum width of projecting signs shall be three (3) feet except projecting signs depicting only the building name may increase to four (4) feet.
  - C. Projecting Signs shall not extend more than five (5) feet from the face of building.
  - D. Projecting Signs shall be a minimum of eight (8) feet above the adjacent grade and may not extend above the roof line.
  - E. Projecting signs shall be perpendicular to the building face.
- #### 2.0 Projecting Sign Standards
- A. Projecting Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
  - B. Projecting Sign content may include letters, corporate logos, symbols or designs and shall have content on both sides of the sign.
  - C. Projecting Signs placed on fabric, cloth or canvas shall be securely anchored to a sign frame.
- #### 3.0 Projecting Sign Quantity
- A. The number of Projecting Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
  - B. Projecting Signs may be used in conjunction with other Sign Types.
- #### 4.0 Projecting Sign Location
- A. Projecting Signs are permitted on the fronts of the following buildings:
    - 1. Mixed-Use
    - 2. Retail
    - 3. Cottage Retail
    - 4. Live/Work
    - 5. Flex
    - 6. Multi-plex (Small and Large)
- #### 5.0 Projecting Sign Illumination
- A. Projecting Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.

## SECTION 2009 SIGN STANDARDS

### 2009.10 AWNING AND CANOPY SIGN

Awning Signs may be painted, screen printed or appliquéd to the awning. Canopy Signs shall be attached upon the face or above the face of metal canopies. Awning and Canopy Signs shall be placed on canopies or awnings that are above doors and/or windows.

#### 1.0 Awning and Canopy Sign Location and Size

Refer to [Illustration 9.04](#) for graphic representation of the dimensional requirements regarding Awning and Canopy Signs.

Commented [JP214]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

- A. Awning Signs are permitted on the fronts and sides of buildings above any windows and/or doors where awnings are placed.
  - B. Canopy Signs are permitted on the fronts and sides of buildings above doors where canopies are placed.
  - C. Awning and Canopies shall be a minimum of eight (8) feet above the adjacent grade.
  - D. Height of awning valance shall be between eight (8) and fourteen (14) inches.
  - E. Height of sign content on awning valance shall not exceed 80% of the valance height.
  - F. Width of awning shall not exceed the width of the door or window that it is above.
  - G. Width of sign content on awning valance shall not exceed 90% of the valance width.
  - H. Area of sign content located on the shed (sloped) area of the awning shall not exceed 30% of the overall shed area.
  - I. Width of canopy shall not exceed the width of the door that it is above.
  - J. Sign content may be placed on or above the canopy fascia and shall not exceed 90% of the width of the canopy.
  - K. Height of canopy sign content shall not exceed 90% of the height of the canopy. Maximum width of projecting signs shall be three (3) feet.
- 2.0 Awning and Canopy Sign Standards
- A. Awning and Canopy Sign content may include letters, corporate logos, symbols, or designs that are painted, applied or surface mounted on the awning or canopy surface. Sign content on canopy signs may also be located above the canopy sign. Projecting Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
- 3.0 Awning and Canopy Sign Quantity
- A. The number of Awning and Canopy Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
  - B. Awning and Canopy Signs may be used in conjunction with other Sign Types.
- 4.0 Awning and Canopy Sign Illumination
- A. Awning and Canopy Signs shall not be illuminated.

## SECTION 2009 SIGN STANDARDS

### 2009.11 WINDOW SIGN

Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate “open” for business and other neon tube signs as indicated in this subsection.

#### 1.0 Window Sign Size and Proportion

Refer to [Illustration 9.05](#) for graphic representation of the dimensional requirements regarding Window Signs.

**Commented [JP215]:** Add illustration.

Refer to Section 2009.13 for dimensional requirements.

- A. Lower Surface Applied Window Signs shall be within 12” of the sill and may span the entire width of the storefront.
- B. Width of Surface Applied Window Signs above twelve (12) inches from the sill shall not exceed four (4) feet in width.
- C. Height of Surface Applied Window Signs above twelve (12) inches from the bottom of the sill shall not exceed three (3) feet.

#### 2.0 Window Sign Standards

- A. Surface Applied Window Signs shall be professionally painted or applied letters, corporate logos, symbols or designs.

#### 3.0 Window Sign Quantity

- A. The number of Window Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
- B. Window Signs may be used in conjunction with other Sign Types.

#### 4.0 Window Sign Location

- A. Surface Applied Window Signs are permitted on the ground and upper floor front and ~~street-side~~ street windows of the following buildings:
  1. Mixed-Use
  2. Retail
  3. Cottage Retail
  4. Flex
  5. Live/Work
  6. Multi-plex (Small and Large)
- B. Window Signs shall be installed on the inside face of the window.

#### 5.0 Window Sign Illumination

- A. Window Signs shall not be illuminated.

## SECTION 2009 SIGN STANDARDS

### 2009.12 GROUND SIGN

A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

#### 1.0 Ground Sign Size and Proportion

Refer to **Illustration 9.06** for graphic representation of the dimensional requirements regarding Ground Signs.

**Commented [JP216]:** Add illustration.

Refer to Section 2009.13 for dimensional requirements.

- A. Maximum height of Ground Signs shall be four (4) feet except multi-tenant Ground Signs may increase to five (5) feet.
- B. Maximum width of Ground Signs shall be three (3) feet except multi-tenant Ground Signs may increase to five (5) feet.

#### 2.0 Ground Sign Standards

- A. Ground Signs shall be designed to be compatible with the character of the surrounding buildings and building materials in order to promote a unified design which compliments the buildings' massing, scale and character.
- B. Ground Sign content may include letters and corporate logos that are permanently affixed to the sign.
- C. Ground Sign content is not permitted to be changeable copy, except for gasoline price signs, directory signs listing more than one tenant, and signs advertising restaurant food specials, films, and live entertainment, which change on a regular basis.
- D. Ground Signs shall have content on both sides of the sign with building address clearly depicted.

#### 3.0 Ground Sign Quantity

- A. The number of Ground Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
- B. Ground Signs may be used in conjunction with other Sign Types.

#### 4.0 Ground Sign Illumination

- A. Ground Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.

#### 5.0 Ground Sign Location

- A. Ground Signs are permitted in the front yard setback of the following buildings:
  - 1. Cottage Retail
  - 2. Multi-Plex
  - 3. Civic
- B. Ground Signs shall be setback a minimum 10' from front property line.

SECTION 2009 SIGN STANDARDS

**2009.13 SUMMARY OF DIMENSIONAL REQUIREMENTS FOR SIGNS**

**2009.14 SUMMARY OF SIGN QUANTITIES PERMITTED**

**Commented [JP217]:** Add updated table including Lakeside FBC info.

**Commented [JP218]:** Add updated table including Lakeside FBC info.

## SECTION 2010 FORM BASED CODE DEFINITIONS

### **SECTION 2010 FORM BASED CODE DEFINITIONS**

#### **2010.00 APPLICABILITY**

The following terms are defined for the purpose of the City of Muskegon Form Based Code.

In instances where terms are not defined here, they may be defined elsewhere in the existing ~~municipal-City of Muskegon~~ Zoning Ordinance. In such cases, the definitions contained within the existing zoning ordinance shall be used for the administration of the City of Muskegon Form Based Code.

In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Muskegon Form Based Code.

~~Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.~~

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: ~~A dedicated right-of-way or easement providing access for service and parking at the rear or side of a parcel. Not intended for general traffic circulationRefer to Rear-Alley. Also referred to as Rear Alley.~~

Architectural Elements: Elements of a building that may project from the facade beyond required build-to-line, into required setbacks, beyond build-to-zones or into the public right-of-way as indicated in Section 2003.02. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance, typically associated with the Dooryard Frontage.

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/or designs that may be painted, screen printed, or appliquéd to the awning.

Balcony: An open outdoor portion of an upper floor.

Balcony Frontage: A frontage type that contains a recessed balcony that is applied to the upper level floor of a Building Type along the front street and a storefront that is applied to the ground level floor of a Building Type along the front and side streets. It is always associated with mixed-use buildings. The balcony-storefront frontage shall be designed to include an open-air space that is recessed into the building mass on the upper level(s) and a storefront that is designed to promote an attractive, convenient shopping experience and transparent wall along the sidewalk.

~~Basement: An interior space of a building that has more than one half (1/2) of its height below grade.~~

Bay or Bay Window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

## SECTION 2010 FORM BASED CODE DEFINITIONS

~~Bike Lane, Dedicated: A bike lane that is a portion of the roadway that has been specifically designated by striping, signing, and/or pavement markings for the preferential and exclusive use of bicyclists.~~

~~Bike Lane, Protected: A bike lane that has a physical barrier or vertical separation between moving motor vehicle traffic and bicyclists. Examples of a physical barrier or vertical separation include plastic posts, bollards, curbs, planters, raised bumps, or parked cars.~~

~~Bike Travel Zone: An element of the Public Realm Type Standards that is dedicated to accommodating bicycle traffic. This zone may be defined by sharrows (shared lanes), dedicated bike lanes, and/or protected bike lanes. Refer to Section 2007.04 for bicycle facilities that are appropriate for the Bike Travel Zone.~~

Building Composition: The essential architectural characteristics that define a specific Building Type.

Building Facade: The exterior walls of a building that face either a front or side street, public right-of-way, or easement. A building can have more than one facade, if it is on a corner lot, on the waterfront, or adjacent to a public right-of-way or civic space.

Building Footprint: The shape and placement of the ground floor of a structure on the lot or parcel.

~~Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.~~

Building Height: The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story. Refer to Height, Building.

Building Wall: In reference to the walls that face the right-of-way lines along front and side streets, public paths, or civic spaces. Specifically related to the requirements of building site placement.

Build-To-Line: A measurement that defines the edge in which the building walls that face front and side streets are required to be built to. When a build-to-line is indicated in the requirements for a Building Type frontage and/or Context Area, it is a requirement and not a permissive minimum as is a setback line.

Build-To-Zone: A measurement that defines the range (or zone) in which the building walls that face front and side streets are required to be located within. When a build-to-zone is indicated on a Building Type frontage and/or Context Area, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are permitted in the City of Muskegon Form Based Code. Each Building Type has its own specific massing, composition, vertical dimension, and frontage options that create its unique attributes. ~~Building Types are regulated in Section 2006 and are allowable within various Context Areas.~~

~~Building Type and Frontage Zone: An element of the Public Realm Type Standards that represents the portion of the public realm that is defined by the building wall at the sidewalk. It is at this edge that private-sector development meets public-sector investment. It is also the location where the street wall can promote activity and vibrancy, while enhancing walkability.~~

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/or designs that is integrated into a canopy.

## SECTION 2010 FORM BASED CODE DEFINITIONS

Carriage House Building Type: A Building Type that is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space which could be located at ground-level, above, or adjacent to a first floor garage. ~~This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, or Live/Work Building Types.~~

Civic Building Type: A Building Type that is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, and libraries. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista, or overlooking or within a civic space. The design of these Building Types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks. In the Muskegon Form Based Code Area, schools are not considered uses that are appropriate for Civic Buildings.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: ~~Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted glass and/or reflective glass shall not be considered clear. Refer to Glass, Clear.~~

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, building site placement, and off-street parking placement into the regulation.

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

Cottage Retail Building Type: A Building Type that is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.

~~Dedicated Bike Lane: Refer to Bike Lane, Dedicated.~~

Detached House Building Type: A Building Type that is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types. Synonymous with single-family house.

Departure: A Minor or Major modification to selected Form Based Code requirements, ~~refer to Section 2002, Tables 2002.03a and 2002.03b.~~

Dooryard Frontage: A frontage option where the facade of the building that faces the front street is setback a small distance from the street, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Drive-through Frontage: A frontage option that is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and

## SECTION 2010 FORM BASED CODE DEFINITIONS

mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

**Drive-through Zone:** The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Frontage.

**Duplex Building Type:** A Building Type that is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types. Synonymous with two-family house.

**Eave:** The projecting overhang along the sloped edge of a pitched roof.

**Engaged Porch Frontage:** A frontage option where the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

~~Expanded Tree Pit: This system is designed to provide street trees a better environment to grow and survive in urban contexts. The principle behind the expanded tree pit is to approximate the growing conditions in which a tree species has evolved. The more closely those conditions can be achieved, the better a tree will survive and express its genetic potential. An expanded tree pit, or shared rooting space, may be achieved by linking individual tree pits with an under sidewalk corridor.~~

**Facade:** Refer to Building Facade.

**Fascia:** Horizontal board that terminates an eave edge of a sloped or pitched roof.

**Finish Ceiling:** The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

**Finish Floor:** The floor, usually laid over a subfloor, which provides the completed floor surface.

**Flex Building Type:** A Building Type that is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.

**Forecourt Frontage:** A frontage option where the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard area is not covered. Forecourts used in conjunction with Mixed-Use Building Types shall have a storefront where the forecourt and courtyard space shall be used as an additional shopping space or restaurant seating area.

**Form Based Code Area:** The area on the City of Muskegon Zoning Map (~~located in Article III, Section 300 of the City Zoning Ordinance~~) that is designated as a Form Based Code District. Lots or parcels located in the Form Based Code Area are regulated by the Muskegon Form Based Code.

## SECTION 2010 FORM BASED CODE DEFINITIONS

**Front Street:** ~~The property lines of a parcel that are along t~~The street of address for the parcel or building. Refer also to side street. The waterfront is considered an additional front street in instances where buildings face the waterfront and a street of address.

**Frontage Type:** The privately owned area between the frontage line and the building facade. Private frontages are applied to Building Types to ensure that the building adequately engages the street, sidewalk and public realm. ~~Private frontages are specific to Building Types and are defined in subsections for each specific Building Type in Section 2006. Each Building Type has many options for frontage types and therefore the specific project requirements will determine what frontage may be used. Selection of frontages are at the discretion of the land owner or development team.~~

~~**Glass, Clear:** Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.~~

**Green Infrastructure:** Infrastructure that provides and promotes a network of natural systems within the urban environment. Green infrastructure manages storm water, mitigates heat island effect, provides small green spaces, improves air quality, and provides habitats for birds and animals. Green infrastructure includes trees, storm water planters (including inlet/outlet and overflow mechanisms), rain gardens, bioswales, surface and subsurface storm water storage structures, pervious pavements, and water efficient irrigation. ~~Green infrastructure, when used, shall be placed in The Sidewalk Furnishing and Tree Zone of the Public Realm Types.~~

~~**Ground Cover:** Grass, vegetative cover, or other living landscape.~~

**Ground Sign:** A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

~~**Height, Building:** The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story.~~Horizontal Expression

**Band:** An architectural element on buildings that acts as an upper termination for the storefront frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

**Illuminated Sign:** A sign that is illuminated by an internal or external light fixture.

~~**Internally Illuminated Sign:** A sign that is illuminated by an internal light fixture.~~

~~**Impervious Surface:** Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.~~

**Large Multi-plex Building Type:** A Building Type that is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability. This Building Type is most closely related to apartment buildings or loft condominiums.

**Lightwell:** A component of the lightwell frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

**Lightwell Frontage:** A frontage option where the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a

## SECTION 2010 FORM BASED CODE DEFINITIONS

combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential, retail, and service uses from urban sidewalks and removes the private yard from public encroachment.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/Work Building Type: A Building Type that is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.

~~Lot Coverage: The percentage of the lot that is taken up by buildings.~~

~~Mandatory: Refer to required.~~

Massing: The scale and proportions of a building or object.

~~Median Furnishing and Tree Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating street trees, planters, and street lighting, in between vehicular traffic in the middle of the thoroughfare vehicular zones. (This element is specific to boulevards.)~~

Mixed-Use Building Type: A Building Type that is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.

~~Multi-plex, Large: Refer to Large Multi-plex Building Type.~~

~~Multi-plex, Small: Refer to Small Multi-plex Building Type.~~

~~New Development: Development occurring on a vacant parcel of land.~~

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

~~On-street Parking Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating on-street automobile parking. It is the zone that typically separates and protects people from traffic.~~

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings. Parapet heights are measured from the roof line.

## SECTION 2010 FORM BASED CODE DEFINITIONS

**Parkway:** The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the Sidewalk Furnishing Zone of the Public Realm. Synonymous with Planting Strip and is also sometimes referred to as a terrace in Muskegon.

**Pilaster:** A decorative or structural column that is attached to the facade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

**Porch:** A slightly elevated partially enclosed area attached to a building and covered with a roof. A porch is typically wide and deep enough to accommodate some seating.

**Porch, Engaged:** A porch that has two adjacent sides that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk. Refer to Engaged Porch Frontage.

**Porch, Projecting:** A porch that is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk. Refer to Projecting Porch Frontage.

**Projecting Porch Frontage:** A frontage option where the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

**Projecting Sign:** A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

**Protected Bike Lane:** Refer to Bike Lane, Protected.

**Public Realm:** The area between the facade of a building and the corresponding facade of the building across the street, typically defined by the rights-of-way lines of the roadway or street.

**Research and Development:** The innovation, introduction and improvement of products and procedures. A series of investigative activities to improve existing products and procedures or to lead to the development of new products and procedures. This excludes animal testing and uses that would cause a nuisance due to noise or odor.

**Public Realm Type Standard:** Public Realm Type Standards describe the space within the public realm, between the rights-of-way lines. The standards include the sidewalk, parkway, furnishing zones, curbs, parking lanes, bike lanes, and automobile travel lanes of streets. The Standards are divided into zones with specific attributes for each Public Realm type. Refer to Section 2007.

**Rake board:** The trim board along the sloping edge of a gable roof.

**Rear alley:** A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

## SECTION 2010 FORM BASED CODE DEFINITIONS

**Retail Building Type:** A Building Type that is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.

~~Required: An element or feature that is required to be provided on the project. Synonymous with Mandatory.~~

~~Right-of-Way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.~~

**Right-of-Way Line:** A line that forms the boundary of the right-of-way.

**Roof Line:** The top of a flat roof adjacent to the required parapet. Used for measuring the height of the parapet.

**Roof Surface:** The average height of the roof surface surrounding adjacent elevators and stair enclosures that extend above the roof of a building. Used for measuring the height of elevators and stair enclosures.

**Rowhouse Building Type:** A Building Type that is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

**Scale:** Refers to the size of the building, street fixture, sign or other built or constructed element.

~~Secondary Wing: A portion of the Small Multi-Plex building that is subservient to the main building in site placement, size, mass, scale and sometimes height. The secondary wing is attached to the main building and in the rear of the site, typically along the secondary street.~~

~~Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side, or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.~~

~~Sharrows: A shared lane marking within a vehicle travel lane of a street's surface that indicates that bicyclists may use any portion of the full width of the travel lane.~~

**Side Street:** ~~The property lines of a parcel that are along a~~Any street other than the street of address for the parcel or building. Refer also to front street.

~~Sidewalk Furnishing and Tree Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating street trees, planters, street lighting, sidewalk signs, seating, public art, transit amenities, and green infrastructure.~~

~~Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with Sandwich Board Sign.~~

~~Sidewalk Walking Zone: An element of the Public Realm Type Standards that represents the area dedicated exclusively to pedestrian activity and travel.~~

**Sign Band:** An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Horizontal Expression Band.

**Sign Band Sign:** A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom ~~on buildings types with the following frontages: Storefront, Balcony, or Drive-through.~~

## SECTION 2010 FORM BASED CODE DEFINITIONS

Site Placement: The placement or location of a building footprint on a lot or parcel.

Small Multi-plex Building Type: A Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability. This Building Type is most closely related to small apartment buildings.

~~Street of Address: The street that has the address of the building, lot, or parcel. Synonymous with Front Street.~~

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. ~~A stoop is always covered with a roof, except in instances where it is used as a frontage on the Rowhouse and Detached House Building Types, where it may be used without a roof.~~

Stoop Frontage: A frontage option where the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Storefront Frontage: A frontage option at the ground level floor of a **b**Building Type along the front and/or side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by Building Type (Section 2006). Number of stories are regulated by Context Area (Section 2005).

~~Structural Soil: Part of street tree planting requirements in Public Realm Standards (Section 2007). Structural Soil is a designed medium that can be compacted to pavement design and installation requirements while permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits.~~

Terrace: A component of the lightwell frontage that is elevated above the adjacent grade in order to provide a landing and access to the first floor from the sidewalk. Typically used in association with a lightwell. Refer to Lightwell definition. Note that the term Terrace is also associated with its own frontage type (refer to definition for Terrace Frontage). The term terrace is also used in the City of Muskegon to reference the landscaped area between the sidewalk and curb along a street. ~~The Muskegon Form Based Code refers to this area as either a parkway or as the Sidewalk Furnishing and Tree Zone in the Public Realm Standards.~~

Terrace Frontage: A frontage option where the facade of the building that faces the **front** street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks. This frontage type is conditionally permitted to be used when buildings are along a sloped grade that limits at grade access. When the frontage is used on Mixed-Use Building Types and Retail Building Types, it is required to have a storefront.

## SECTION 2010 FORM BASED CODE DEFINITIONS

**Terrace Leading Edge:** The street side (side closest to street) of the Terrace Frontage wall on Mixed-Use and Retail Building Types. This side of the wall is required to be placed at the property line (build-to-line).

~~Thoroughfare: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to vehicular movement.~~

**Transom:** A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

**Transparency:** The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. ~~Heavily tinted glass or reflective glass shall not be considered clear~~ refer to **Clear Glass**. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors, or display areas that are considered part of the transparency calculation. Windows, doors, and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. ~~Refer to Glass, Clear.~~

~~Tree Pit, Traditional: In an urban context, the space in the ground where a tree is planted. Traditionally, tree pits are 5 foot square or less and covered by tree grate (or more recently a permeable surface surrounding the tree). Best practices for the long term growth and sustainability of the urban street tree is to include an expanded tree pit as part of the planting strategy.~~

~~Tree Pit, Expanded: An expanded pit, or shared rooting space for urban plantings may be achieved by linking individual pits with a corridor at least 18" deep and 4' wide of suitable soil blended into the site soil to avoid boundaries of soil discontinuity. The principle behind the expanded tree pit is to approximate the growing conditions in which a tree species has evolved. The more closely those conditions can be achieved, the better a tree will survive and express its genetic potential. Expanded tree pits are typically sub-surface (with only a traditional tree pit and tree visible at the sidewalk). Expanded tree pits may be above surface in the form of raised planters in less urban intense areas.~~

~~Vehicle Travel Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to vehicular (automobiles, transit, and/or freight).~~

**Vertically proportioned:** Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

**Wall Sign:** A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

~~Waterfront Edge Public Realm Type Standard: The dedicated public space (either as defined by a right-of-way or easement) between the lakeshore and area of the lot or parcel that can accommodate a building. The Waterfront Edge acts as a connector for pedestrians and bikes, and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront.~~

**Window Sign:** Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the interior of the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate "open" for business and other neon tube signs ~~as indicated in this subsection.~~

SECTION 2010 FORM BASED CODE DEFINITIONS

Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.

CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend Section XX of the zoning ordinance to amend multiple sections of the Form Based Code.

This ordinance adopted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

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 12th day of May 2026, 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: \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 May 12, 2026, the City Commission of the City of Muskegon adopted an ordinance to amend Section XX of the zoning ordinance to amend several sections of the Form Based Code.

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 \_\_\_\_\_, 2026.

CITY OF MUSKEGON

By \_\_\_\_\_

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Equipment Division: 2026 Ford Explorer Fire Department							
<b>Submitted by:</b> Dawson Romanosky, DPW Equipment Supervisor	<b>Department:</b> Public Works							
<b>Brief Summary:</b> Staff is requesting to purchase a 2026 Ford Explorer from Gorno Ford for \$46,610 to replace an existing vehicle in the Fire Department.								
<b>Detailed Summary &amp; Background:</b> The Equipment division would like to purchase a 2026 Ford Explorer from Gorno Ford through the MI-Deal program for \$46,610. The current vehicle being used is a retired police vehicle that is 10 years old. An updated version would reduce maintenance costs, increase fuel economy, and ensure reliable transportation for first responders. This vehicle will be red so it will represent our Fire Department well. Hybrid or electric versions of this vehicle are not readily available. Gorno Ford is a MI-Deal vendor. MI-Deal is a statewide voluntary purchasing program that allows local governments to use state bid contracts.								
<b>Goal/Action Item:</b> 2027 Goal 4: Financial Infrastructure								
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>								
<b>Amount Requested:</b> \$46,610	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Fund(s) or Account(s):</b> 661-563-977	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Recommended Motion:</b> I move to authorize the purchase of a 2026 Ford Explorer from Gorno Ford for the amount of \$46,610.								
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information			<b>Name the Policy/Ordinance Followed:</b> Purchasing Policy	
Immediate Division Head	X							
Information								

Technology		
Other Division Heads		
Communication		
Legal Review		



**Preview Order F100 - K8K - ST Line 4WD** : Order Summary Time of Preview: 04/29/2026 11:11:48 Receipt: NA

**Dealership Name :** Gorno Bros Inc

**Sales Code :** F48022

<b>Dealer Rep.</b>	patrick southward	<b>Type</b>	Fleet	<b>Vehicle Line</b>	Explorer	<b>Order Code</b>	F100
<b>Customer Name</b>	MUSKEGON	<b>Priority Code</b>	G3	<b>Model Year</b>	2026	<b>Price Level</b>	645

**DESCRIPTION**

K8K0 EXPLORER ST-LINE 4WD  
 .119 INCH WHEELBASE  
 TOTAL BASE VEHICLE  
 RAPID RED MET TINTED CC  
 CLOTH INSERTS  
 ONYX INTERIOR  
 EQUIPMENT GROUP 300A  
 .2.3L ECOBOOST I-4 ENGINE  
 .10-SPEED AUTO TRANSMISSION  
 JOB #2 ORDER  
 FORD FLEET SPECIAL ADJUSTMENT  
 ST-LINE STREET PACK

**DESCRIPTION**

.P275/45R21 A/S BSW TIRES  
 .PERFORMANCE BRAKES  
 .21" ALUMINUM WHEELS  
 INFLATOR KIT-DELETE SPARE TIRE  
 FORD CONNECTIVITY -1YR TRIAL  
 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 Delivered \$46,610.00**

**This order has not been submitted to the order bank.**

**This is not an invoice.**





## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Steele Middle School Purchase and Development Agreement
<b>Submitted by:</b> Jake Eckholm, Development Services Director	<b>Department:</b> Economic Development
<b>Brief Summary:</b> Staff is requesting that the City of Muskegon be made party to the Steele Middle School Redevelopment Agreement to ensure compliance	
<b>Detailed Summary &amp; Background:</b> <p>For several months, staff has been working with the City Attorney as well as representatives from Muskegon Public Schools and the Q9 Development Group, LLC in order to ensure that the neighbors in Steele neighborhood are secured in any redevelopment agreement. Namely, staff wanted to ensure that in the event of non-performance of the proposed redevelopment that the city of Muskegon could quickly gain site control of the project. This is in order to avoid the school site sitting vacant and deteriorating for several years which leads to a more difficult prospect of eventual investment.</p> <p>The attached agreement essentially splits the Steele Middle School site into two halves, with the vacant land comprising the football field and some of the parking immediately deeded to Q9 for single-family housing redevelopment. The half that is made up of the school building and the remaining parking will be conveyed to the City of Muskegon, with Q9 being granted the exclusive option to purchase, as long as they hit certain development milestones on the housing phase of the project. Specifically, Q9 must complete the housing component within 5 years after closing or make sufficient progress, defined as 80% of the housing having a certificate of occupancy. There is also a milestone at 2 years, which requires the developer to have invested at least 3 million dollars of hard costs into the housing phase of the project.</p> <p>At that point, the City will deed the property to Q9, and they will have 5 years to complete or make substantial progress to the planned community fitness facility that is planned for the Steele Middle School building site. They again have a 2 year milestone after closing on the building to invest 4 million dollars into the project. If at any point they fail to meet milestones, the school building could revert to the City so we can responsibly pursue redevelopment or demolition.</p>	
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business	
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>	

<b>Amount Requested:</b> N/A	<b>Budgeted Item:</b> <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			

<b>Fund(s) or Account(s):</b> N/A	<b>Budget Amendment Needed:</b> <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:**  
 Motion to approve the Purchase and Development Agreement as presented, and to authorize the Mayor and Clerk to sign.

<b>Approvals:</b> <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></td> <td></td> </tr> <tr> <td>Communication</td> <td></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			Communication			Legal Review	X		<b><u>Name the Policy/Ordinance Followed:</u></b>  
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

## REAL ESTATE PURCHASE AGREEMENT – STEELE VACANT LAND

This Real Estate Purchase Agreement (“Agreement”) is made by and between the **Muskegon Public Schools**, a Michigan general powers school district operating pursuant to the Michigan Revised School Code, MCL 380.1, *et seq.*, whose address is 1458 5<sup>th</sup> Street, Muskegon, Michigan 49441 (“Seller”), **The Q9 LLC**, a Michigan limited liability company, whose address is 701 Orchard Avenue, Muskegon, Michigan 49441 (“Buyer”), and the **City of Muskegon**, a Michigan home rule city, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (“City”).

### Background

A. Seller owns real property located in the City of Muskegon, County of Muskegon, State of Michigan, and commonly known as 1150 Amity Avenue, Muskegon, Michigan 49442, Parcel No. 64-24-121-300-0086-00 (the “Parent Parcel”).

B. Buyer desires to acquire the Parent Parcel to construct a campus on the Parent Parcel as depicted and described in the May 2024 packet presented by Buyer to Seller and the City entitled “The Big Red Development Campus Plan 2.0,” which packet is attached as Attachment 1, specifically as depicted and described beginning on the “Campus Plan: The Restructured Plan” page and ending on the “Campus Plan: The Big Red Development Campus 2.0” page (the “Construction Plans”).

C. The Seller and the City have an interest in ensuring that the Construction Plans are completed substantially as described and depicted in the Construction Plans and in a timely manner.

D. The Seller, Buyer, and City determined that the Parent Parcel portion to the left of the red line in Attachment 2 will be transferred to the Buyer (“Vacant Property”) and the Parent Parcel portion to the right of that line will be transferred to the City (“Building Property”), with the Buyer having an exclusive option to purchase the Building Property from the City, as further discussed below.

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

1. **Sale of Property.** Seller agrees to sell, and Buyer agrees to purchase, all of Seller’s interest in the Vacant Property, subject to all matters of record. The parties acknowledge and agree that any structures and land on the Vacant Property are vacant.

2. **Purchase Price and Manner of Payment.** The purchase price for the Vacant Property is Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) (“Purchase Price”), which shall be payable in full by the Buyer to Seller at Closing in cash or other immediately available funds. Seller and Buyer expressly acknowledge that the consideration in this Agreement is full and fair value. Within five (5) business days after the Effective Date, Buyer shall notify Seller of the Title Company selected by Buyer for the Vacant Property transaction and Buyer shall deposit with the Title Company a deposit of \$1,000.00 (“Earnest Money Deposit”),

which shall be applied to the Purchase Price if Closing occurs or which will be retained by the Seller if Closing does not occur, subject to other Agreement Sections. Buyer's right to retain the Earnest Money Deposit shall survive any Agreement termination.

3. **Property Usage After Closing.** After Closing, Buyer shall ensure that:

- The Sport Complex constructed on the Building Property by Buyer (see Construction Plans) is available for use by each Seller Athletic Department Coach's team for 4 hours per month, as mutually scheduled during reasonable hours by the respective Athletic Department Coach and Buyer or designee, during the ten (10) years immediately after the date that the Sport Complex is opened to the community. For the avoidance of doubt, the 4 hours per month per team is nontransferable and if not used for a given month, shall be waived. Athletic Department Coach shall be defined as a coach at any school operated by the Seller, not to exceed a total of twenty-four (24) teams across all schools.
- For at least ten percent (10%) of the Vacant Property housing development, the development will (1) be assisted by Seller's students as part of a Seller academic course or experience, specifically students who are exploring the opportunities of builder trades with firsthand experience, or (2) include job shadowing or a similar experience for students in the Seller's Innovation Academy of Industry, Technology and Design. Buyer shall not be required to obtain any accreditation or insurance for purposes of this paragraph.

This Section 3 shall survive Closing.

4. **Title Insurance.** At Buyer's expense, Buyer may obtain from a title company (the "Title Company") a commitment for a standard owner's policy of title insurance for the Vacant Property (the "Title Commitment"). If Buyer orders a Title Commitment, Buyer shall request in that order a copy of the vesting deed and each recorded exception document. Buyer shall provide Seller with a copy of the Title Commitment within 5 days after Buyer's receipt of the Title Commitment, and Buyer shall provide Seller with a copy of any updated title commitment within 5 days after Buyer's receipt of the updated title commitment. Buyer shall also provide Seller with a copy of the vesting deed and each recorded document within 5 days after Buyer's receipt of those documents. In the event the reservations, restrictions, or easements of record disclosed by the original Title Commitment are, in the sole discretion of Buyer, deemed unacceptable, Buyer shall notify the Seller of the specific title commitment matters deemed unacceptable ("Title Defects") within fourteen (14) days of Buyer's receipt of the original Title Commitment. Buyer shall also notify Seller of any Title Defects appearing in an updated title commitment but not in the original title commitment within fourteen (14) days of Buyer's receipt of the updated title commitment. Seller shall have fourteen (14) days from the date Seller is notified in writing of such Title Defects in the original title commitment or the updated title commitment to remedy such Title Defects to Buyer's satisfaction. If Seller fails to remedy the Title Defects within the time above specified, Buyer may elect either of the following as Buyer's sole remedy: (i) proceed with the purchase and acquire the Vacant Property subject to the Title Defects, or (ii) terminate this Agreement by written notice to Seller, in which case neither party shall have any further obligations under this Agreement except as provided herein and Buyer shall be entitled to a full refund of its Earnest Money Deposit.

5. **Survey.** Seller shall provide Buyer with any existing surveys of the Parent Parcel that are readily available to Seller. Prior to the expiration of the Inspection Period, Buyer may, at Buyer's own expense, obtain a survey of the Parent Parcel or any part thereof, and Buyer or Buyer's surveyor or other agents may enter the Parent Parcel for that purpose. If a survey by a registered land surveyor discloses a material encroachment or substantial variation from the presumed Vacant Property land boundaries or area, Buyer will notify Seller of such encroachment or variation, and Seller shall have the option of effecting a remedy within fourteen (14) days after disclosure. If Seller elects not to remedy the encroachments or variations prior to Closing or otherwise fails to make any election within such 14-day period, Buyer may either (i) proceed with the purchase and acquire the Vacant Property subject to said encroachments or variations or (ii) terminate this Agreement by written notice to Seller, in which case neither party shall have any further obligations under this Agreement except as provided herein and Buyer shall be entitled to a full refund of its Earnest Money Deposit.

6. **Land Division.** The parties acknowledge that the Vacant Property is currently part of the Parent Parcel and that a land division will need to be completed before Closing to separate the Vacant Property from the Parent Parcel. The parties will cooperate during the land division process. The parties acknowledge and agree that this Agreement is conditioned on the land division being granted to the satisfaction of the Seller, City, and the Buyer before the time of Closing. If the land division is not approved to either the Seller's, City's, or Buyer's satisfaction before the time of Closing, then either the Seller or Buyer may terminate this Agreement by providing a termination notice to the other parties. Buyer understands that the land division process may require a survey, and the Buyer shall be responsible for the cost of that survey.

7. **Inspection.** The period commencing on the Effective Date and expiring one hundred and eighty (180) days thereafter at 11:59pm EST shall be referred to as the "Inspection Period." During the Inspection Period, Buyer, at Buyer's sole cost and expense, may conduct all inspections, reviews, investigations, assessments, and other due diligence with respect to the Parent Parcel desired by Buyer, in Buyer's discretion, to determine whether the Vacant Property and Building Property will be suitable for Buyer's acquisition and to determine the condition of the Vacant Property and Building Property and other matters pertaining to the Parent Parcel such as, without limitation, its environmental status, zoning classification, tax classification, and the contents of applicable building codes (the "Inspections"). If the Buyer determines that it needs more time for Inspections, or for any other due diligence purpose reasonably related to its evaluation of the Parent Parcel then Buyer may extend the Inspection Period one time by up to an additional one hundred and eighty days (180). To extend the Inspection Period, the Buyer shall deliver to Seller a written notice at least five (5) calendar days prior to the expiration of the Inspection Period, identifying the extension length. If during the Inspection Period or any extension thereof Buyer determines that it does not desire to consummate the transaction contemplated by this Agreement based on Inspection results, then Buyer may terminate this Agreement by delivering written notice of termination to Seller within five (5) days after expiration of the Inspection Period or any extension thereof, and neither party will have any further obligation to the other under this Agreement, except for those duties and obligations herein that expressly survive termination. Seller shall grant Buyer and its representatives reasonable access to the Parent Parcel including all structures and systems, during the Inspection Period and any extension thereof. Seller shall also provide all readily available records, permits, and reports regarding the Parent

Parcel's condition upon request. Notwithstanding anything to the contrary in this Agreement, Buyer shall not conduct or cause to be conducted a Phase II environmental site assessment of the Parent Parcel or any part thereof (including the Vacant Property) without the Seller's prior written consent, which shall not be unreasonably withheld.

Buyer shall indemnify, defend, and hold Seller harmless from any and all claims, losses, damages, costs (including actual attorneys' and other professionals' fees, expenses, and disbursements), and liabilities which may arise due to actions taken by Buyer or a Buyer employee, agent, or contractor on the Parent Parcel prior to the Closing, including surveys, inspections, reviews, investigations, assessments, and other due diligence. Buyer's obligation in this paragraph shall survive any Agreement termination.

8. **Property Taxes; Assessments.** Buyer shall be responsible for all Vacant Property taxes and special assessments after Closing.

9. **Deed and Option to Purchase.** At Closing, Seller shall convey title to the Vacant Property to Buyer by a covenant deed, substantially in the form as Attachment 3 (the "Deed").

Buyer represents to Seller that it is purchasing the Vacant Property and plans to acquire the Building Property through the option to purchase described below to construct a campus on the Parent Parcel as depicted and described in the Construction Plans. If Buyer acquires title to the Vacant Property, and Buyer completes Vacant Property construction substantially as reflected in a site plan approved by the City's Planning Commission, generally consistent with the Construction Plans, within five (5) years after Closing or the Buyer has taken sufficient steps to complete Vacant Property construction substantially as reflected in the approved site plan within those five (5) years, then Buyer shall have the Option to Purchase the Building Parcel. During the five (5) year period after Closing, Buyer shall be deemed to have substantially completed the construction if the Vacant Property if Buyer has obtained or applied for a certificate of occupancy for each eighty percent (80%) of the single family homes to be located on the Vacant Property. Buyer shall be deemed to be taking sufficient steps to complete the site plan if within two (2) years after Closing, the Buyer invests at least \$3 million into the Vacant Property in hard construction costs toward completing Vacant Property construction as reflected in the approved site plan (i.e., toward the housing phase of the Parent Parcel campus). Seller or the City may request Buyer to provide documentation substantiating such invested hard construction costs, and Buyer shall provide such documentation to the requesting party within 10 days after any such request.

Contemporaneously with the signing of this Agreement, each party shall sign the real estate purchase agreement in Attachment 4, pursuant to which (1) Seller plans to transfer the Building Property to the City, and (2) the City shall grant the Buyer the exclusive option to purchase the Building Property if the City acquires the Building Property.

If Buyer acquires title to the Building Property, and Buyer completes the Building Property construction substantially as reflected in a site plan approved by the City's Planning Commission within five (5) years after Buyer acquires Building Property title or Buyer takes sufficient steps to complete Building Property construction substantially as reflected in the approved site plan within those five (5) years, then Seller and/or City may no longer seek legal recourse to compel the Buyer

to timely complete Building Property construction substantially as reflected in the approved site plan. However, in the event the Buyer fails, refuses, or is unable to complete sufficient steps or substantial completion as described above, and the City's efforts to compel such performance are unsuccessful, title to the Building Property shall revert to the City. Buyer shall be deemed to have substantially completed the construction if the Building Property if Buyer has completed eighty percent (80%) of the site plan requirements on the Building Property. During the five (5) year period after Buyer obtains Building Property title, Buyer shall be deemed to be taking sufficient steps to complete the approved site plan if within two (2) years after obtaining Building Property title Buyer invests at least \$4 million into the Building Property in hard construction costs toward completing Building Property construction as reflected in the approved site plan. Seller or City may request Buyer to provide documentation substantiating such invested hard construction costs, and Buyer shall provide such documentation to the requesting party within 10 days after any such request.

Notwithstanding anything to the contrary in this Agreement, after any conveyance by the Seller, any portion of the Parent Parcel may be used for any lawful educational purpose. That said, to the extent permitted by law, no portion of the Parent Parcel shall be used for any school purpose that is in direct competition with the Seller for students.

This Section 9 shall survive Closing and shall be binding upon the parties' successors and assigns.

10. **Closing.** The closing of this sale ("Closing") shall be at such date, time, and location as mutually agreed by the parties, but in no event later than thirty (30) days after the expiration of the Inspection Period. If Closing does not occur by that date, then this Agreement shall terminate unless the parties agree in writing to extend the Closing date.

11. **Closing Costs.** The following costs associated with this Agreement and the Closing shall be paid as follows: (i) Buyer shall pay the premium for the owner's title policy and any lender's policy; (ii) Seller shall pay the cost of any state and county transfer taxes in the amount required by law; (iii) Buyer shall pay the costs of recording the Deed; and (iv) Buyer shall pay any fees charged by the Title Company to facilitate this transaction. If the Register of Deeds rejects the Deed for recording, then the Buyer and Seller shall promptly and in good faith work together to prepare an alternate deed that is satisfactory to the Register of Deeds for recording, an obligation which shall survive Closing.

12. **Closing Deliveries.** At Closing, Seller shall execute and deliver the Deed transferring Seller's interest in the Vacant Property, subject to all matters of record, and Buyer shall deliver the Purchase Price pursuant to Section 2 above. The parties shall execute and deliver such other documents reasonably required to close the transaction. Seller shall deliver possession of the Vacant Property to Buyer at Closing.

13. **Representations and Warranties.** Seller represents and warrants to Buyer that to the Seller's knowledge the statements contained in this Section 13 are true and correct as of the Effective Date and also at the time of Closing. Seller shall have an affirmative duty to notify Buyer of any changes in these representations and warranties before Closing. For purposes of this Agreement, "Seller's knowledge" shall mean the actual knowledge of Seller's Superintendent; Buyer acknowledges that any liability for an untrue or incorrect statement made by the Superintendent will be attributed to the Seller and the Buyer shall not pursue any legal recourse against the Seller's Superintendent for an untrue or incorrect statement.

To Seller's knowledge, there is no pending litigation affecting the Vacant Property or Seller's interest in the Vacant Property; there are no unrecorded interests of any person(s) or entity(ies) in and to the Vacant Property; the Vacant Property is not subject to any oral or written rental, leasing, contract, or other arrangement that would limit or restrict the use of the Vacant Property; Seller has not received any notice of, and has no knowledge of, existing violations on the Vacant Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous substance or waste disposal law or ordinance; and there are no pending legal disputes, liens, environmental violations, or municipal code violations affecting the Vacant Property.

Each party hereby represents and warrants to other parties that the representing party has full power and authority to enter into this Agreement and other related documents and to consummate the transaction contemplated by this Agreement. Each party duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms. No party to this Agreement is a party to any contract, settlement, judicial order, or other agreement of any kind that would prohibit or otherwise restrict its ability to consummate the transaction contemplated by this Agreement.

14. **Condition of Property.** Buyer acknowledges and agrees that: (1) Buyer is familiar with the Vacant Property and its condition and has had adequate opportunity to inspect the Vacant Property and therefore agrees accept the Vacant Property in its AS-IS condition, (2) Buyer acknowledges that any structures on the Vacant Property are in a state of disrepair and contain asbestos, and (3) except as to title, the Seller expressly disclaims any and all warranties of any kind with regard to the Vacant Property. Buyer shall be liable for any environmental conditions caused by Buyer prior to Closing; Seller may be liable under federal or State law for any environmental conditions that existed on the Vacant Property prior to Closing. This paragraph shall survive Closing.

15. **Real Estate Commission.** The parties 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 agrees to indemnify and hold harmless the Seller 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 Buyer. This paragraph shall survive Closing.

16. **Notice.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be: (i) delivered in person; (ii) sent by email; or (iii) sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid or certified mail return receipt requested. The notice shall be effective immediately upon personal delivery or upon transmission of the email, provided if the email lands in the recipient's spam or junk folder, then the notice shall be effective upon the recipient discovering the email; and one day after depositing with a nationally recognized overnight delivery service or mailing for certified mail notices. Notices shall be sent to the parties as follows:

To Seller: Muskegon Public Schools  
Attn: Superintendent  
1458 5th St  
Muskegon, MI 49441  
Email: mcortez@mpsk12.net

To Buyer: The Q9 LLC  
Attn: Rashard Thrower  
701 Orchard Avenue  
Muskegon, MI 49442  
Email: rashardthrower@theq-9.com

With copy to: Thrun Law  
Attn: Piotr Matusiak  
2900 West Road Suite 400  
East Lansing, MI 48823  
Email: pmatusiak@thrunlaw.com

With copy to: Hamilton Law  
Attn: Ryan A. Wujcik  
3431 Oakland Drive  
Kalamazoo, MI 49008  
Email: ryan@hamiltonlawplc.com

To City: City of Muskegon  
Attn: Jake Eckholm  
933 Terrace Street  
Muskegon, Michigan 49440  
jake.eckholm@shorelinecity.com

With copy to: Brennen Gorman  
601 Terrace Street  
Muskegon, MI 49440  
Email: brennen@parmenterlaw.com

17. **Review by Legal Counsel.** Each party acknowledges that it had an adequate opportunity to seek advice from independent legal counsel with respect to its rights, the execution of this Agreement, and the consummation of the transaction contemplated by this Agreement.

18. **Personal Property.** Any personal property which Seller does not remove from the Vacant Property before Closing shall be transferred to Buyer with the Vacant Property at Closing through a bill of sale signed at Closing.

19. **Dispute Resolution.** Any dispute arising from this Agreement shall first be subject to facilitated mediation. Any party may request mediation, and each party shall ensure mediation occurs within 60 days of the mediation request or as soon as possible thereafter, but in no event later than 90 days after the mediation request. Any party may pursue litigation after two (2) full days of mediation.

20. **Miscellaneous.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. This Agreement and its attachments shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and its attachments and shall not be modified or amended except in a subsequent writing signed by the Buyer, Seller, and City.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. A party shall not assign this Agreement in whole or in part without the prior written consent of the other parties.

The failure of a party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of a party to enforce any other covenant or condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party.

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a party because of that party's participation in the drafting of this Agreement. This Agreement is not intended to create, and shall not be construed to create, any rights in any person or entity that is not a party to this Agreement, as a third party beneficiary or otherwise. If any provision of this Agreement is determined invalid, the remainder of this Agreement shall remain in effect.


Neither Buyer nor its subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability, height, weight, marital status, or any other protected characteristic. Breach of this paragraph shall be a material breach of this Agreement.

The effective date of this Agreement shall be the last date as of which all parties as shown below have signed this Agreement ("Effective Date").

**SELLER – Muskegon Public Schools, a Michigan general powers school district**

**BUYER – The Q9 LLC, a Michigan limited liability company**

\_\_\_\_\_  
By: Matthew Cortez  
Its: Superintendent  
Date: \_\_\_\_\_, 2026

  
\_\_\_\_\_  
[Rashard Thrower \(May 4, 2026 14:54:17 EDT\)](#)  
By: Rashard Thrower  
Its: Member  
Date: 5/4/\_\_\_\_\_, 2026

**City of Muskegon, a Michigan home rule city**

By:  
\_\_\_\_\_  
Name: Kenneth Johnson  
Title: Mayor  
Date: \_\_\_\_\_

By:  
\_\_\_\_\_  
Name: Ann Meisch  
Title: Clerk  
Date: \_\_\_\_\_

**ATTACHMENT 1**  
**CONSTRUCTION PLANS**

[Attach]

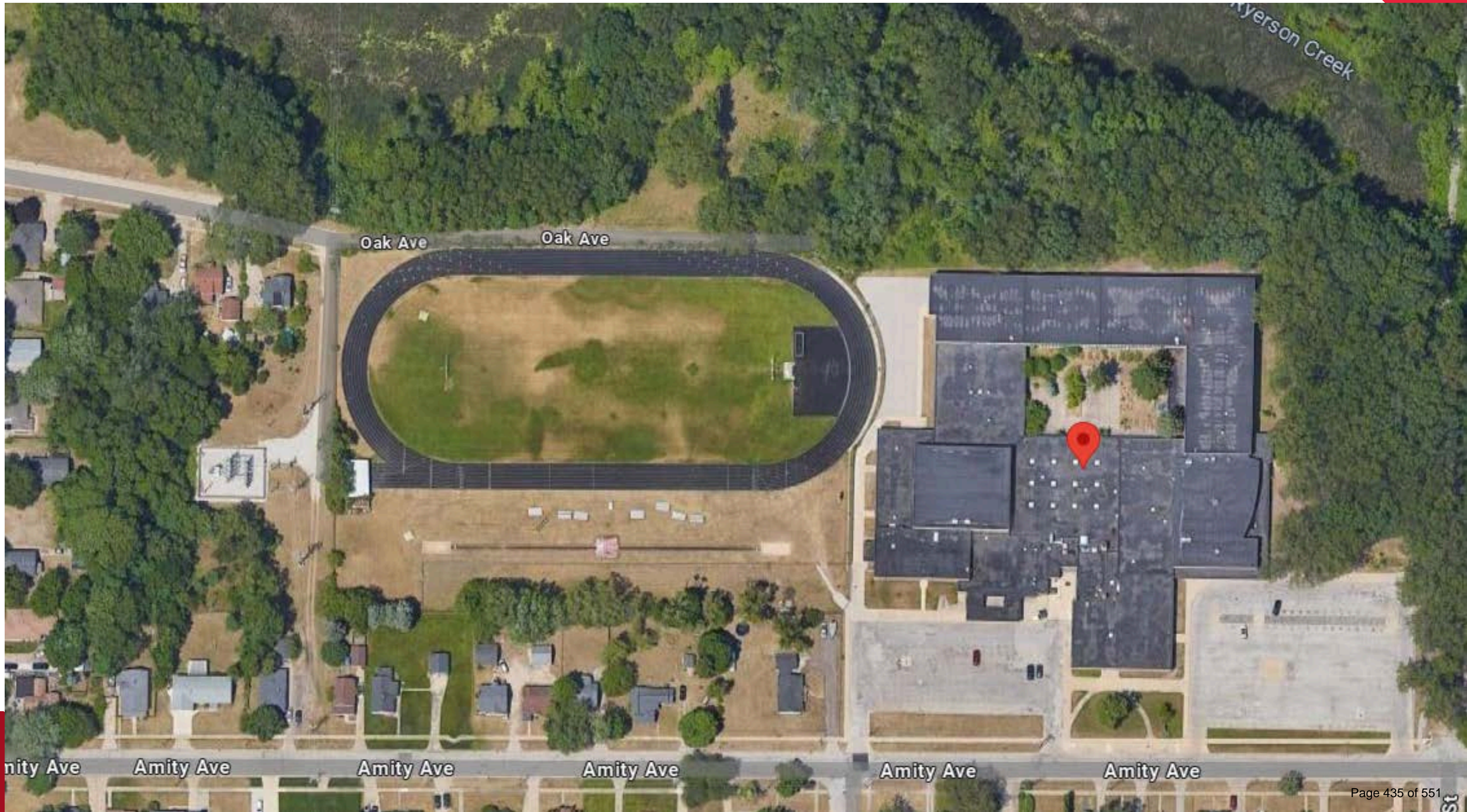
# Campus Plan

Conceptual Drawing



# Campus Plan

Existing Condition



# Campus Plan

## Original Plan

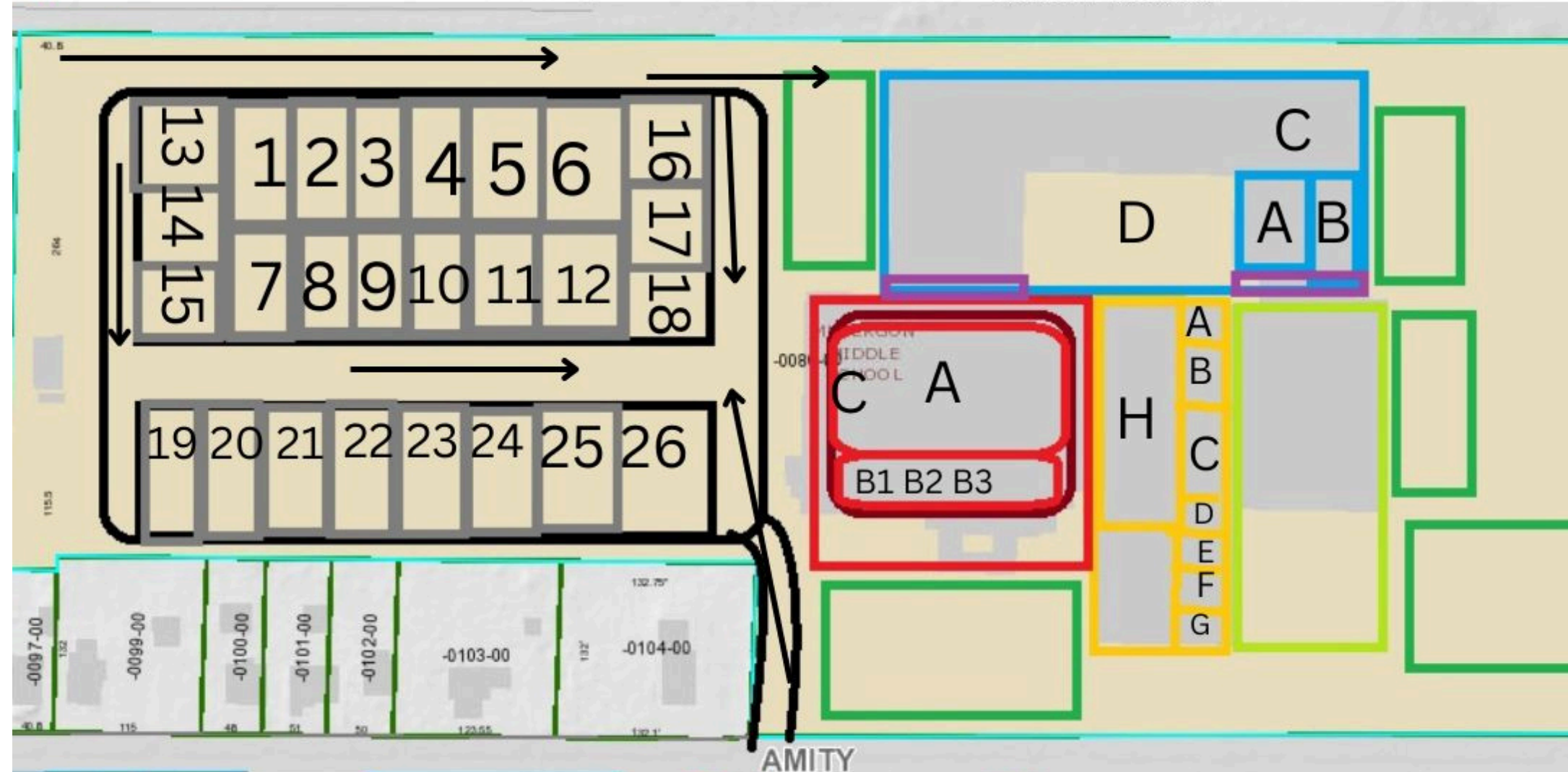
The first step was the consideration of the building to keep or remove certain parts of the building that are not envisioned in the future of the D1 Sports Campus. The goal is to keep as much of the building as possible & retrofit it into a Sports Complex while still keeping the physical appearance of the old building.

Our first vision for the Big Red Development Plan was to create an adaptive reuse to include the Community Center, Affordable Apartments, Indoor Football/Soccer field in the place of the former auditorium, and expanding the gym to utilize the space more properly. That also included an indoor track as well.

These plans were later modified due to the communities disinterest in having low-income apartments in the neighborhood. The community stated they wanted to see single family housing consistent with the neighborhood, including having yards.

So, we recalibrated the vision to include multiple things that the community has proposed. Including a park/playground, a space for a fire station, a community center, & a possible collaboration with the YMCA on opportunities to foster more collaborative efforts to address social/emotional/mental services for kids.

- Grey: Layout of the football field housing: 26 homes to be built (900-1.5k sq ft)
- Orange A: Business Meeting Room
- B: Business Room
- C: Non Profit Org Office
- D: Media room
- E: Zumba
- F: Hot Yoga
- G: Another option for space
- H: 2 Kitchens for rent & area for hosting
- Blue A: Workout Room
- Blue B: Leasing office, Apartment office, Maintenance room
- Blue C: 43 apartments (5) studio, (5) 1bdr, (20) 2bdr, (13) 3bdr
- Blue D: Bird sanctuary with Greenhouse ,
- Lime Green: Soccer field/Indoor Football Field with Cross Fit Weights & equipment
- Green: Parking



- Red, 1st Floor: A - Basketball Court
- B1- Pickleball Court
- B2- F45
- B3: Medical Rehab (partnership)
- C, Restroom

- Red, 2nd Floor, Marron oval is the 2nd story indoor track.
- 2nd Floor B is the main weight room (Frosted on the window \*D1 Sports Complex\*)
- C is the lockerroom/shower/restroom

# Campus Plan

## The Restructured Plan

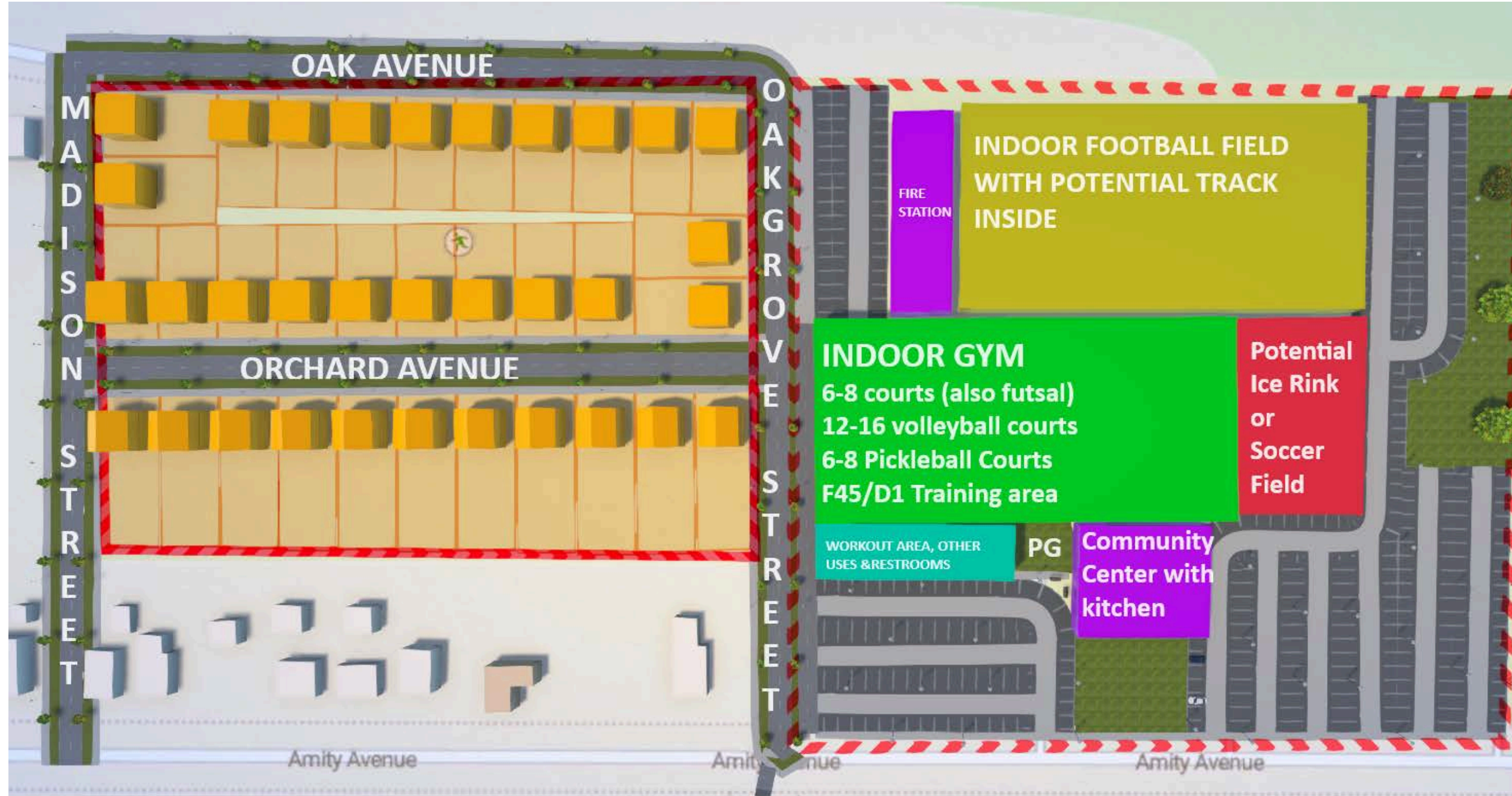
The Community requested things to be implemented that mirrors the neighborhood & we've restructured our plan to fit that.

Our second vision for the Big Red Development Plan recalibrated the space and use of the school & football field.

The football field was recalibrated to have Madison St. to connect to Amity, Orchard, & Oak Avenue. Oakgrove St. would connect with Orchard & Oak Avenue. This provides us with the opportunity to create **30** new single family homes with plenty of space for a beautiful yard. Each space matches the current housing layout of the Steele District.

On the following pages, we will detail the use of each section of the Sports Complex & its intended use for the betterment of the community. The goal is to see which option structurally is most financially feasible. Meaning, does it make more sense to retrofit the property or do a partial demo and rebuild. All options are being considered.

# ***D1 SPORTS COMPLEX***



# Campus Plan

## The Indoor Gym

The **Indoor Gym** has the capability of being set up as a 200x450' area or at least a 160'x440'.

This opportunity provides us with the capability to use the space more efficiently. This also provides a new option unlike anything the City has seen before.

The D1 Sports Complex will help foster youth training & community engagement with summer & year round sports camps, tournaments, & a central location to hone the skills that has been emblematic with the MUSKEGON area.

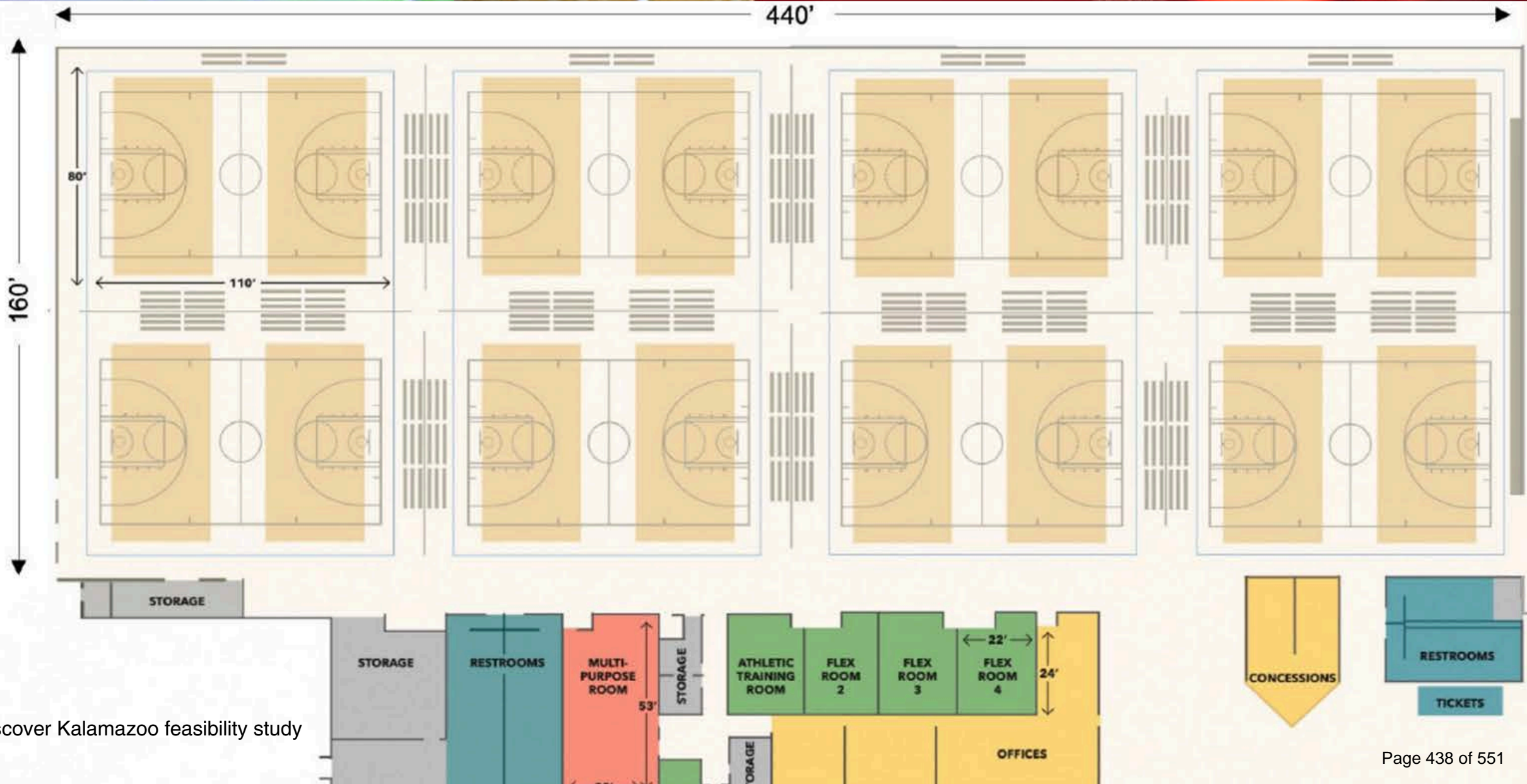
Muskegon is home to the most winningest football program in the state & #7 in the nation. Winning the 2023 Football Championship and also the 2022 State Basketball Runner up's. Muskegon is also home to 2 Mr. Basketball winners, DeShaun Thrower (My Brother) & Deyonta Davis. Also, home to Ms. Basketball candidate Alyza Winston & Mardrieka Cook.

Muskegon with all of its accomplishments has lacked the proper facilities to hone the raw talent of the Muskegon youth into a professional sports career. This provides the opportunity to not only do that but to diversify its offerings.

Expanding into Volleyball, Pickleball, & Futsal would provide versatile opportunities for the female athletes to hone their skills as well as our aging population in the Steele & neighboring districts to participate in physical activities. Pickleball has become the fastest growing sport in the US & works in tandem with our aging population.



**INDOOR GYM**  
 6-8 courts (also futsal)  
 12-16 volleyball courts  
 6-8 Pickleball Courts  
 F45/D1 Training area



Source: Youth Sports Discover Kalamazoo feasibility study

# Campus Plan

## The Indoor Football Field & Fire Station

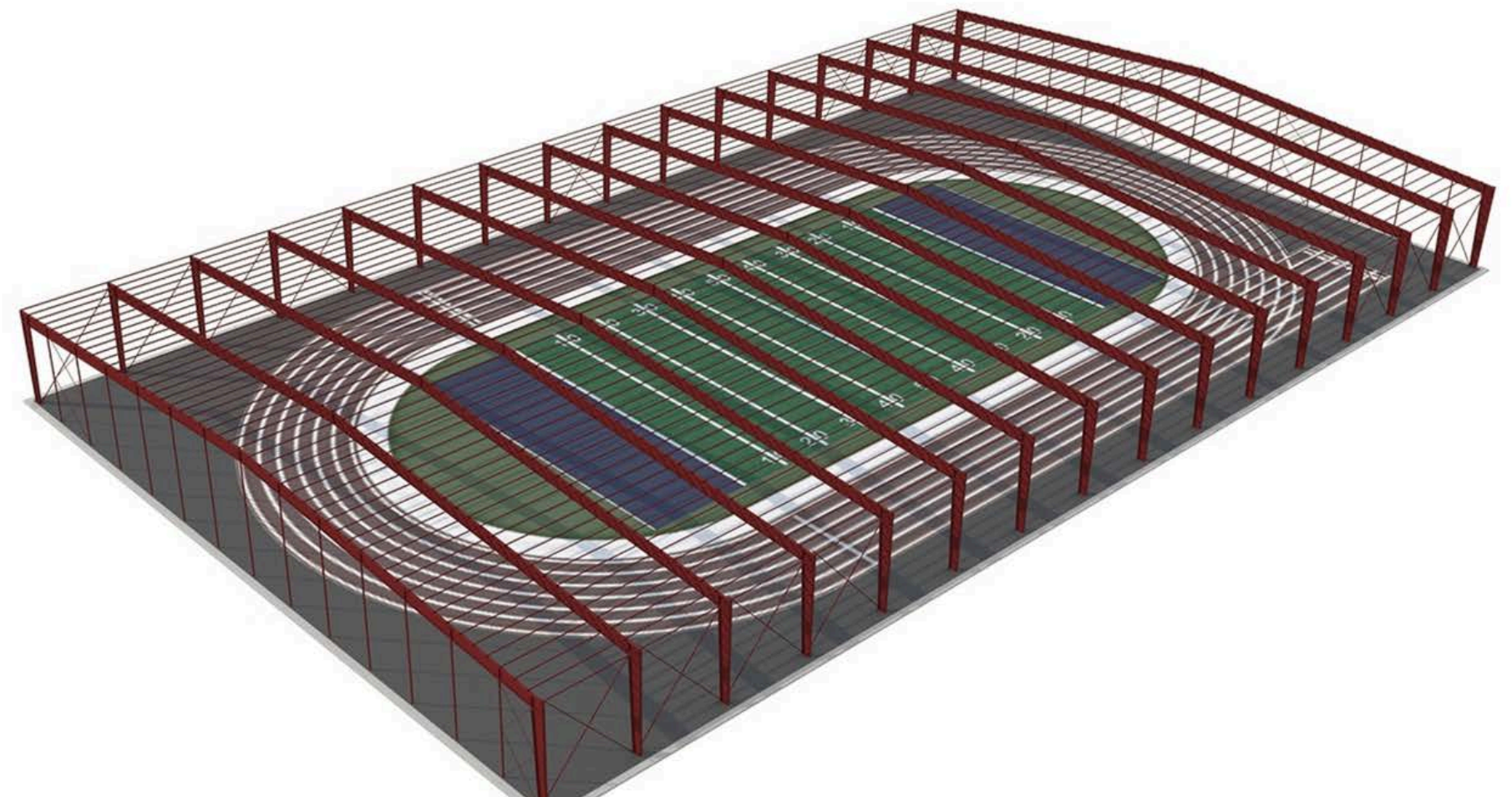
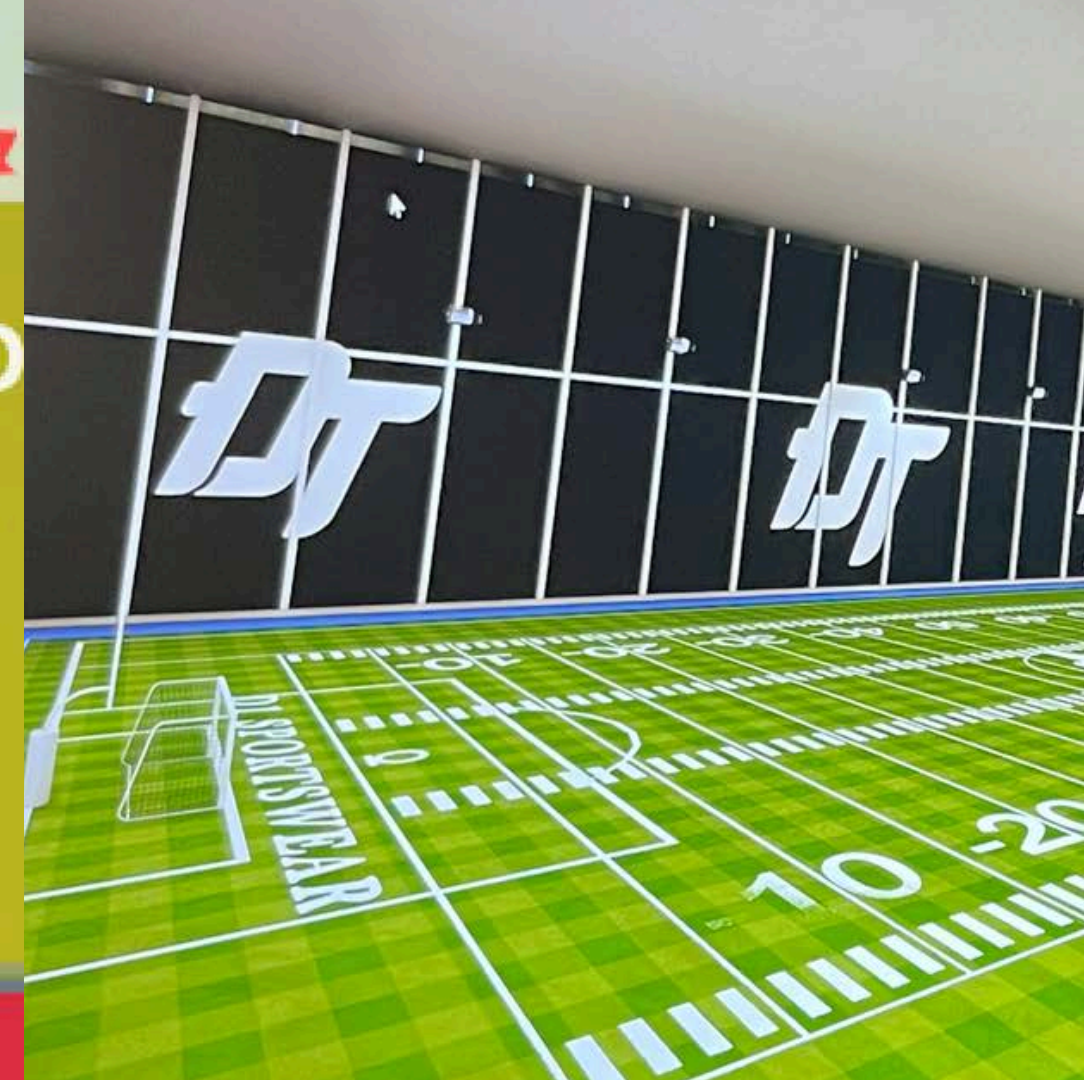
The **Indoor Football** field has the capability of being set up as a 200x450' area as well. While also being connected to the back half of the building where the Fire station could be located.

The City of Muskegon has requested that a **Fire Station** be placed on campus. We believe this is an amazing idea for multiple reasons:

- A decrease in response times because they can respond to situations more readily with being centered in the community. It also provides an additional revenue source for the building.
- Sports Emergencies could be handled more quickly. Making sure that if there is an cardiovascular issues or something regarding an emergency, we're better suited with them being that close in proximity
- The Fire Station could use the field for training. Often times they have to carry large objects, like the fire house, axes, and more.

The Community would benefit by having an indoor track that our aging population could use for cardio. Also, youth football training, games, tournaments, & more.

Local school usage: Muskegon area schools usually go far in the state tournament. That's also during the winter time where being outside can be daunting. This provides all Muskegon area schools with the option to use an enclosed space for practice & preparation.



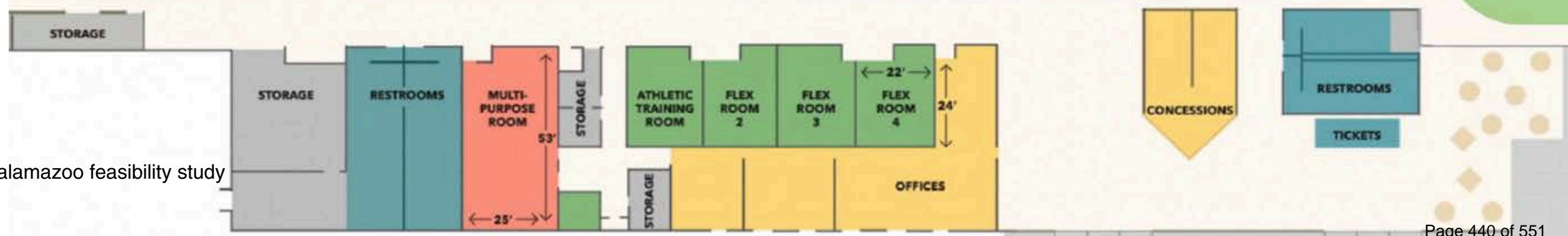
# Campus Plan

## The Indoor Workout Area, Playground, & Community Center

The **Indoor Workout** area would be directly in front of the indoor gym, directly above training room. Providing a easy option to go from working out to the basketball court since its going to be a 2 floor building. This would be located on the 2nd floor, directly facing the parking lot. Providing more options to the public for strength training and more.

The **PLAYGROUND** is an instrumental part of the property. The playground will provide more recreational options for the neighborhood. We specifically put it on the Campus grounds so the city doesn't have to be directly responsible for it. But, also leaving it open for community use. It will more than likely have a gate in front to make sure there is a barrier between the parking lot & the playground.

The **Community Center** will be our GEM on the Campus! Since we're removing the cafeteria for more space, we will repurpose the kitchen appliances to the community center. That way it can be used for events such as baby showers, graduations open houses, community forums, political endeavors & more. We'll also be partnering in some capacity with the YMCA to offer programs like childcare/after-school care, & health related courses for both mental & physical



Source: Youth Sports Discover Kalamazoo feasibility study

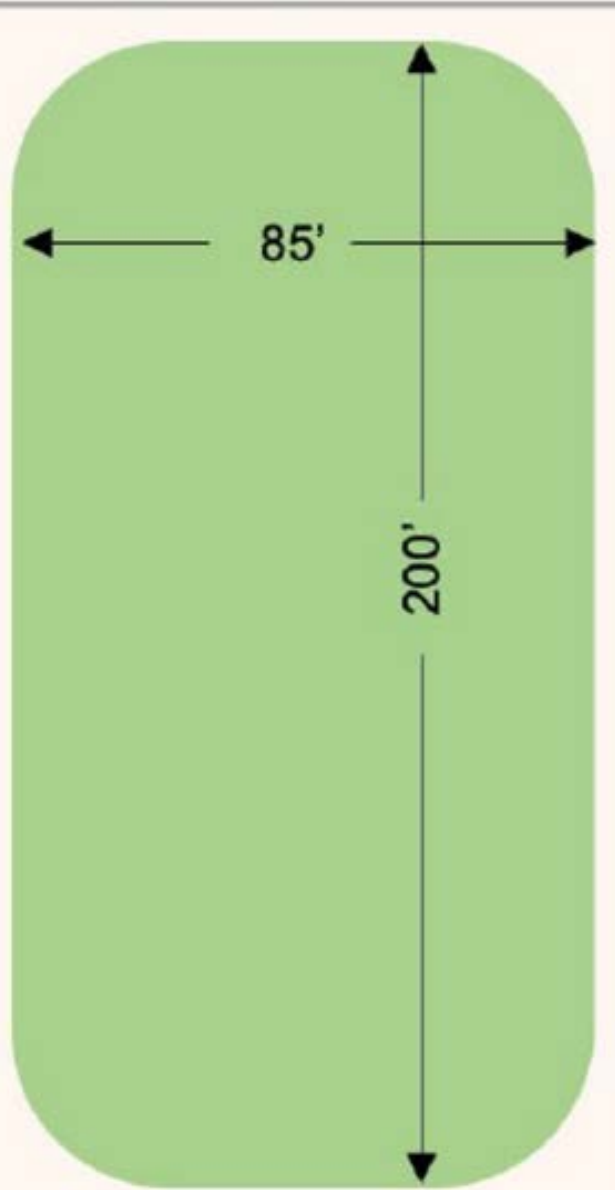
# Campus Plan

The Indoor Workout Area, Playground, & Community Center

The **Indoor Soccer field** area would be directly next to the community center, where the auditorium once stood. This would not only diversify our options to collaborate with one of the most popular sports in the world, but also provide a different opportunity and outlook to our youth. With new professional soccer teams coming to Michigan, it only makes sense to provide a space for an everchanging demographic.

The **ICERINK** would create a new option unseen in the City. Majority of AAU Hockey in the area is played outside of our city or downtown at the former LC Walker Arena (Now Mercy Arena). This provides a new option for a consistent use for them & the community. This is a change that could not only ingratiate our youth into ice-skating, but also community public skating options, training, & also a diversification of the youths opportunities in sports.

Potential Ice Rink or Soccer Field



Source: Youth Sports Discover Kalamazoo feasibility study



# Campus Plan

## The Big Red Development Campus 2.0

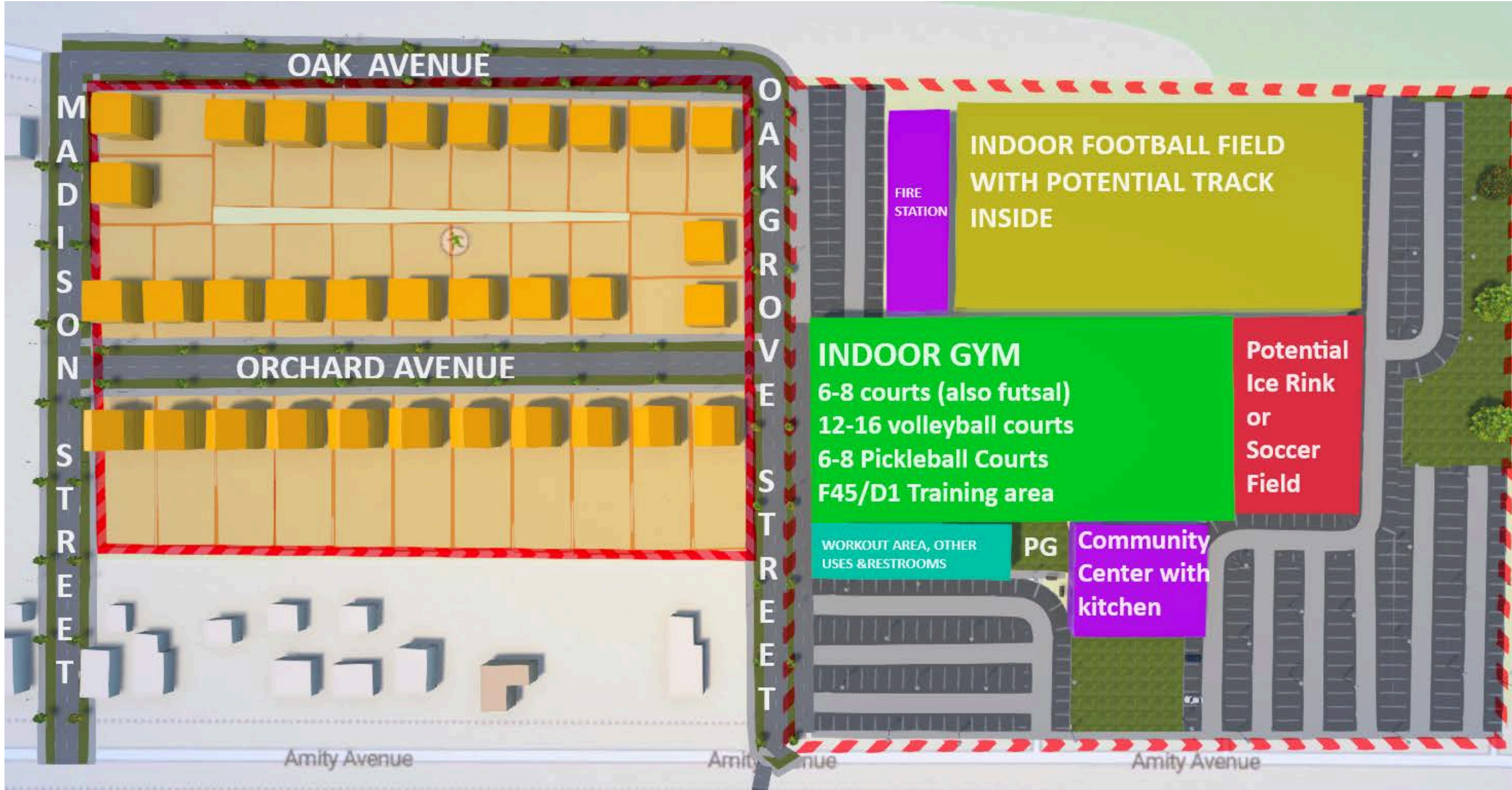
The **New Housing** addition will be a positive contribution to the housing market. Creating more single family houses for 1st time home buyers & middle market residents.

The **Indoor Gym** with the attached workout area will have a direct impact to the wonderful world of youth sports. While our vision is audacious, so is being a Big Red. The mentality that was set is go big or go home, championship or bust. We pride ourselves on going for it all. This gym will be emblematic of that mentality. Fostering a new opportunity for the youth to grow physically, mentally & emotionally.

The **Community Center** will assist in fostering a space of communion. A space where you can get creative, hold events, display an artist view. The Community Center can be many things & with a potential collaboration with the YMCA, the Q9DC believes we can become a revolving resource to community.

The **Indoor Soccer field** area would be directly next to the community center, where the auditorium once stood. This would not only diversify our options to collaborate with one of the most popular sports in the world, but also provide a different opportunity and outlook to our youth. With new professional soccer teams coming to Michigan, it only makes sense to provide a space for an everchanging demographic.

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The Big Red Development Campus Plan 2.0

Muskegon, MI | Request for Proposal

**Submitted By:**  
Rashard Thrower, CEO of The Q9 Development Company

**CONTACT INFORMATION**

Info@TheQ-9.com

Part 3 – Proposal Details

I. BIDDER INFORMATION

Name of Bidder: The Q9 Development Company

Year established: 2023

Address: 701 Orchard Avenue, Muskegon MI, 49442

Telephone #: 616-295-0792

Facsimile Number:

Contact Person Email Address: RashardThrower@TheQ-9.com

A. Organization:

1. Individual

2. The firm started in 2023 with the aim of constructing new single-family homes, renovating dilapidated homes, and venturing into commercial development. The team boasts extensive experience in various aspects of construction, including building, framing, excavating, drywall installation, roofing, and other general contracting work. The expansion into commercial development stemmed from a demand in the West Michigan area, particularly for adaptive re-use projects and similar endeavors. The commercial construction team has played a pivotal role in the exterior and interior rehabilitation of strip malls in Parchment, contributing to the enhancement of establishments such as Subway, Dollar Tree, and Save A Lot. Our team has over a decade of experience in residential and commercial development.

3. CEO, Rashard Thrower  
CFO, Ashley Forrest  
Lead Residential Builder: Isaiah White  
Lead Commercial Builder: Greg White

4. Dave Dussendang, Walker, MI, specialty in Residential, Commercial, & Luxury Custom Home builder. Also, owner of West Urban Properties & Platinum Group Construction with over 25 years of experience.

Clifford Buck Construction Group out of Muskegon has over 100 years of experience serving Muskegon in residential and commercial developments. They've also been instrumental with Muskegon Middle School as well.

5 No

. No

6 As the Q9 Development Company was founded in 2023, it is unable to furnish  
7 financial statements for the preceding two tax years. Nevertheless, during this

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interim period, we have provided letters of endorsement from key stakeholders, including the City of Muskegon, Dave Dussendang, contractors throughout the region including Clifford Buck Construction Company Inc., Christman Construction, and recently approved PACE financing set to commence lending in Muskegon. These letters serve to affirm our credibility and steadfast dedication to the project, notwithstanding the absence of historical financial records.

## II. Project Description

- a. Purchase and renovation-reuse-repurpose the Steele building and/or site for the property at 1050 Amity Ave, at a fair market value, from the district meeting the criteria below
  - i. The Purchase Price has been included in the bid
  - ii. The **BIG RED Development Campus Plan 2.0** will be our promotional vehicle for this project. The Plan goes into extensive detail about our overall master plan for the site. Beginning with extending the indoor gym's current position, pass the cafeteria, ending at the workshop hallway.

The workshop hallway will be the location of the **Community Center** with the plan of retrofitting the kitchen into one of the classrooms. The workout area will also be an extension of the indoor gym, with the workout room on the 2nd floor and below, training rooms and more.

The indoor gym's extended space and readjustment of the bathrooms will provide 6-8 basketball courts, 12-16 volleyball courts, and multiple pickleball courts. The hallway behind the gym facing the parking lot is what will be the fire station. The other half of the hallway will be engulfed in the indoor football field with a sports track. This will go from the split of the hallway behind the gym going east to the main office of the school.

The auditorium will be retrofitted to half an indoor soccer field or an indoor ice rink. The gully will still be accessible to the public and we could make the playground closer, that way to give a more expansive opportunity. Extending parking towards the back half of the school and going north of the main office is an option.

The football field will be retrofitted to have 30 new single-family homes. Homes priced between \$150k-\$215k with the same lot size as the rest of the Steele neighborhood. Nice size yards and a connection of Oak & Oak Grove and Madison with Orchard and Amity. With some of those homes being built by the kids of MPS. Providing them with first-hand resume building experience when graduating which gives them a competitive advantage.

reservations about a partial demo of the building, that hesitancy could also create a limitation to what could be accomplished in a more feasible way. We've removed the option of the apartments, which would've been an immediate revenue source in accordance with the community. Our plan is to utilize the ENTIRE building and restructure it. But if not, we plan to keep the hallway behind the gym that is shown as the Fire station in the PDF. We also plan to reuse the workshop hallway that's closest to Amity Ave.

- iv. The development of the 30 new single-family houses and sports complex with an indoor basketball, football, soccer, and workout area, along with an attached community center, playground, and fire station, will significantly benefit the community, neighborhood, city, and county in several ways.  
Community Engagement and Well-being: The addition of a sports complex with versatile facilities will promote physical activity and healthy living among residents of all ages. The attached community center will serve as a hub for social gatherings, educational programs, and events, fostering a sense of belonging and connection among neighbors.  
Enhanced Quality of Life: The inclusion of a playground and fire station adds to the overall livability of the neighborhood, providing essential services and recreational opportunities for families. Access to safe outdoor spaces and emergency services contributes to the well-being and safety of residents.  
Economic Growth: The construction of new single-family houses stimulates economic activity by creating jobs in construction, real estate, and related industries. Additionally, the development attracts new residents, potentially increasing local spending and supporting small businesses in the area. In Grand Rapids last 2023, they were able to benefit from \$89 Million dollars of direct economic impact from the Meijer Sports Facility. This increase travel to the city, use of local hotels, tourism, and productive youth activity.  
Community Infrastructure: The addition of new housing stock helps address housing needs within the city and county, contributing to the overall stability and growth of the community. Furthermore, the sports complex and community center serve as vital infrastructure, enriching the area's amenities and attracting visitors from neighboring areas and abroad.  
Public Safety and Resilience: The presence of a fire station within the development enhances emergency response times, ensuring the safety and security of residents. This proactive approach to public safety strengthens community resilience and preparedness in the face of unforeseen events. In summary, the development project not only fulfills immediate housing and recreational needs but also fosters a thriving, interconnected community with enhanced amenities and services, ultimately benefiting the broader neighborhood, city, and county.

- v. 1. A playground will be set between the workout area & the community center. 2. Our effort is to reuse the entire building and restructure it to house the indoor basketball, football, soccer & workout facility. While also including a community center. General estimates for the repurposing of the building are \$3-\$8M on the low end and \$10-\$20M on the high end. We do have a cheaper option with restructuring the existing building that would make the total estimate closer to \$2-6M. Both the gym and football size can be retrofitted at 200x450 sq ft. the community center would be around 110x130sq ft. The playground area initially was 67x60 sq ft, but we believe we could triple the size if we moved it closer to the gully. The workout room could be 40x195 sq ft. The indoor soccer field could be 195x120 sq ft. The fire-station would be 50x200 sq ft. 3. The gully will still be accessible to the public. 4. A few of these were addressed above but we also plan to collaborate with the YMCA to foster a social/emotional/mental service for the betterment of our youth.

vi. Bidder Responsibilities:

1. Renovation/Construction:

- Conduct a comprehensive assessment of the school property to identify structural integrity, potential hazards, and necessary repairs or renovations.
- Develop detailed renovation or construction plans in consultation with architects, engineers, and relevant professionals, ensuring compliance with building codes and regulations.
- Secure necessary permits and approvals from local authorities for renovation/construction activities.
- Manage all aspects of the renovation/construction process, including hiring subcontractors, procuring materials, and overseeing work progress.
- Ensure that renovations or construction activities are completed safely, efficiently, and within budget constraints.
- Implement quality control measures to ensure that workmanship meets industry standards and specifications.
- Coordinate with relevant stakeholders, such as the school district and local community, to minimize disruptions during construction and address any concerns or issues that arise.

2. Financial Obligations:

- Secure financing & raise additional funds
- Establish a detailed budget that accounts for all expenses related to property acquisition, renovation/construction, permits, fees, and contingencies.
- Manage project finances diligently, tracking expenditures, monitoring cash flow, and reconciling budget variances.

- Obtain insurance coverage, such as liability insurance and builder's risk insurance, to protect against unforeseen losses or liabilities.

3. Timeline Management

- Develop a comprehensive project schedule that identifies key milestones, deliverables, and critical path activities.
- Monitor progress against the project schedule, identifying potential delays or bottlenecks and implementing corrective actions as needed. The plan is to have redevelopment completed by 2026, at the latest 2027.
- Communicate regularly with project stakeholders, including the school district, subcontractors, suppliers, and regulatory agencies, to ensure alignment and transparency.
- Anticipate and proactively address potential risks or challenges that may impact project timelines, such as inclement weather, supply chain disruptions, or labor shortages.
- Adjust project plans and schedules as necessary to accommodate changes in scope, budget, or external factors.

District Responsibilities:

1. Property Transfer :

- Initiate the legal process to transfer ownership of the school property to the selected bidder, following applicable state and local laws and regulations.
- Coordinate with legal counsel to draft and execute purchase agreements, deeds, and other transfer documents necessary to convey title to the property.
- Facilitate the exchange of title documents, keys, and access codes upon completion of the property transfer process.
- Address any legal or procedural issues that arise during the property transfer process, working collaboratively with the bidder and legal advisors to resolve them promptly.

2. Documentation:

- Compile and organize all relevant documentation related to the school property, including deeds, surveys, title reports, environmental assessments, and maintenance records.
- Provide copies of property documentation to the bidder and other stakeholders as requested, ensuring transparency and accessibility.
- Review and verify the accuracy of property documentation to confirm ownership, encumbrances, and other relevant details.

- Retain copies of property documentation for record-keeping purposes and future reference, maintaining confidentiality and compliance with applicable privacy laws.
- Facilitate the exchange of documentation between the school district, bidder, and other parties involved in the property transaction, ensuring timely and accurate communication.

3. Support during Transition

- Collaborate with the bidder and relevant stakeholders to develop a transition plan that minimizes disruption to school operations and community activities.
- Communicate with school staff, students, parents, and community members to provide information about the property sale and future for the site.
- Address concerns and questions from stakeholders regarding the property sale, renovation/construction activities, and potential impacts on the neighborhood.
- Coordinate with local government agencies, emergency services, and utility providers to ensure a smooth transition and continued access to essential services.
- Maintain essential utility services until a full transfer of the property has been completed to the awarded party (bidder).
- Provide logistical support and assistance as needed to facilitate the relocation of school programs, equipment, and materials to alternative facilities during construction or renovation.

4. Compliance Oversight:

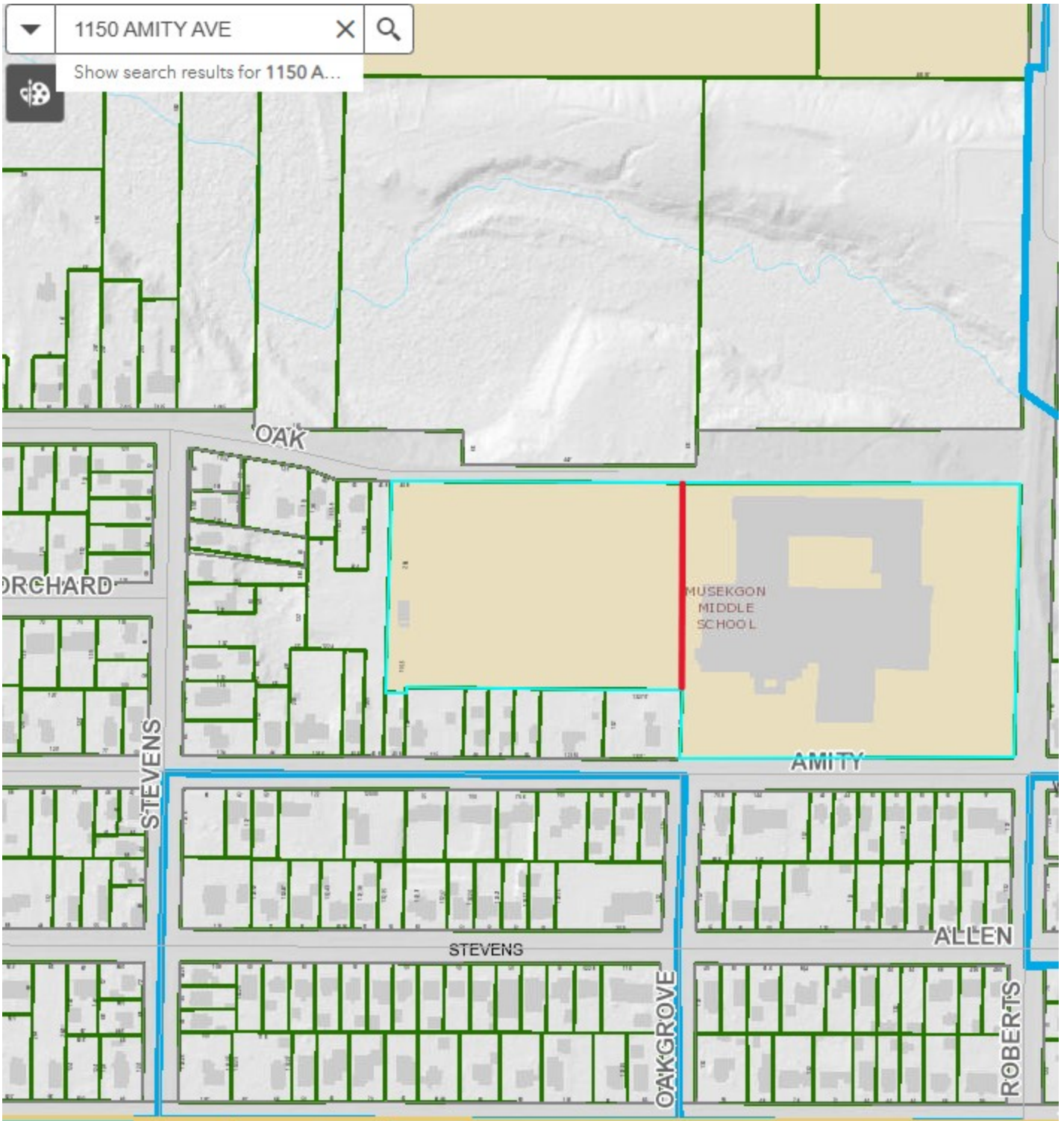
- Monitor the bidder's compliance with contractual obligations, regulatory requirements, and project specifications throughout the development process.
- Conduct periodic site inspections to verify that renovation/construction activities are being performed in accordance with approved plans and applicable standards.
- Document any deviations from the approved scope of work, identifying potential risks or issues that may require corrective action.
- Communicate findings and recommendations to relevant stakeholders, including the bidder, project managers, and governing board members, to ensure timely resolution of compliance issues.
- Address community concerns or complaints related to noise, dust, traffic, or other construction-related impacts, implementing mitigation measures as needed to minimize disruptions and maintain neighborhood quality of life.

vii. The district will not be responsible for the fees incurred in the preparation of this proposal.

- b. Information has been provided above & also attached to the proposal.
- c. Answered above in the responses. & also attached to the proposal.

**ATTACHMENT 2**  
**PARENT PARCEL SPLIT DEPICTION**

[Attach]



**ATTACHMENT 3**  
**COVENANT DEED**

Muskegon Public Schools, a Michigan general powers school district organized and operating pursuant to the Michigan Revised School Code, MCL 380.1, *et seq.*, whose address is 1458 5<sup>th</sup> Street, Muskegon, Michigan 49441 (“Grantor”) conveys to The Q9 LLC, a Michigan limited liability company, whose address is 701 Orchard Avenue, Muskegon, Michigan 49441 (“Grantee”), part of the property located at 1150 Amity Avenue, Muskegon, Michigan 49442, specifically the part legally described as follows:

[Insert Legal Description from Survey]

part of Parcel No. 64-24-121-300-0086-00 (the “Property”), including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00).

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway; and
3. All other matters of record.

Grantor warrants title against the lawful claims and demands of all persons claiming by, through, or under Grantor based on Grantor’s actions or omissions during Grantor’s ownership of the Property but against no other claims and no other person, including predecessors in title.

Grantor has a right to enforce certain Property conditions, as further specified in the Real Estate Purchase Agreement – Steele Vacant Land between the Grantor and Grantee dated \_\_\_\_\_, 2026.

The Grantor grants to Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**GRANTOR:**

**MUSKEGON PUBLIC SCHOOLS,  
a Michigan general powers school district**

Dated: \_\_\_\_\_, 2026

By: **(For Execution at Closing)**  
Matthew T. Cortez

Its: Superintendent

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_ day of \_\_\_\_\_ ,  
2026 by Matthew T. Cortez, Superintendent, Muskegon Public Schools, a Michigan general  
powers school district.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## ATTACHMENT 4

### REAL ESTATE PURCHASE AGREEMENT – STEELE BUILDING PROPERTY

This Real Estate Purchase Agreement (“Agreement”) is made by and between the **Muskegon Public Schools**, a Michigan general powers school district operating pursuant to the Michigan Revised School Code, MCL 380.1, *et seq.*, whose address is 1458 5<sup>th</sup> Street, Muskegon, Michigan 49441 (“Seller”), **The Q9 LLC**, a Michigan limited liability company (“Q9”), whose address is 701 Orchard Avenue, Muskegon, Michigan 49441, and the **City of Muskegon**, a Michigan home rule city, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (“Buyer”).

#### Background

A. Seller owns real property located in the City of Muskegon, County of Muskegon, State of Michigan, and commonly known as 1150 Amity Avenue, Muskegon, Michigan 49442, Parcel No. 64-24-121-300-0086-00 (the “Parent Parcel”).

B. Q9 desires to acquire the Parent Parcel to construct a campus on the Parent Parcel as depicted and described the Construction Plans, as that term is defined in a Real Estate Purchase Agreement – Steele Vacant Land (“Vacant Land Agreement”), which the parties are signing contemporaneously with this Agreement.

C. The Seller and the Buyer have an interest in ensuring that a site plan approved by the City’s Planning Commission, generally consistent with the Construction Plans, are completed substantially as described and depicted in the approved site plan and in a timely manner.

D. Following negotiations, the Seller, Buyer, and Q9 determined that the Parent Parcel will be split in two, with the Vacant Property portion being transferred directly to Q9 and the Building Property portion being transferred to the City, with Q9 having an exclusive option to purchase the Building Property portion from the Buyer, as further discussed below. “Vacant Property” and “Building Property” as used in this Agreement shall have the same meaning as in the Vacant Land Agreement.

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

1. **Sale of Property.** Seller agrees to sell, and Buyer agrees to purchase, all of Seller’s interest in the Building Property, subject to all matters of record.

2. **Purchase Price and Manner of Payment.** The purchase price for the Building Property is Ten Dollars (\$10.00) (“Purchase Price”), which shall be payable in full by the Buyer to Seller at Closing in cash or other immediately available funds. Seller and Buyer expressly acknowledge that the consideration in this Agreement is full and fair value. Within five (5) business days after the Effective Date, Buyer shall notify Seller of the Title Company selected by Buyer for the Building Property transaction.

3. **Title Insurance.** At Buyer's expense, Buyer may obtain from a title company (the "Title Company") a commitment for a standard owner's policy of title insurance for the Building Property (the "Title Commitment"). If Buyer orders a Title Commitment, Buyer shall request in that order a copy of the vesting deed and each recorded exception document. Buyer shall provide Seller with a copy of the Title Commitment within 5 days after Buyer's receipt of the Title Commitment, and Buyer shall provide Seller with a copy of any updated title commitment within 5 days after Buyer's receipt of the updated title commitment. Buyer shall also provide Seller with a copy of the vesting deed and each recorded document within 5 days after Buyer's receipt of those documents. In the event the reservations, restrictions, or easements of record disclosed by the original Title Commitment are, in the sole discretion of Buyer, deemed unacceptable, Buyer shall notify the Seller of the specific title commitment matters deemed unacceptable ("Title Defects") within fourteen (14) days of Buyer's receipt of the original Title Commitment. Buyer shall also notify Seller of any Title Defects appearing in an updated title commitment but not in the original title commitment within fourteen (14) days of Buyer's receipt of the updated title commitment. Seller shall have fourteen (14) days from the date Seller is notified in writing of such Title Defects in the original title commitment or the updated title commitment to remedy such Title Defects to Buyer's satisfaction. If Seller fails to remedy the Title Defects within the time above specified, Buyer may elect either of the following as Buyer's sole remedy: (i) proceed with the purchase and acquire the Building Property subject to the Title Defects, or (ii) terminate this Agreement by written notice to Seller, in which case Seller shall sell the Building Parcel directly to Q9 pursuant subject to the same terms as if the Property was sold to Buyer.

4. **Land Division.** The parties acknowledge that the Building Property is currently part of the Parent Parcel and that a land division will need to be completed before Closing to separate the Building Property from the Parent Parcel. The parties will cooperate during the land division process. The parties acknowledge and agree that this Agreement is conditioned on the land division being granted to the satisfaction of the Seller, Buyer, and Q9 before the time of Closing. If the land division is not approved to either the Seller's, Buyer's, or Q9's satisfaction before the time of Closing, then either the Seller, Buyer, or Q9 may terminate this Agreement by providing a termination notice to the other parties. Q9 understands that the land division process may require a survey, and Q9 shall be responsible for the cost of that survey.

5. **Inspection.** The Inspection Period, including any extensions thereof, shall run concurrently with the Inspection Period provided in the Real Estate Purchase Agreement – Vacant Property.” During the Inspection Period, Buyer, at Buyer’s sole cost and expense, may conduct all inspections, reviews, investigations, assessments, and other due diligence with respect to the Building Property desired by Buyer, in Buyer’s discretion, to determine whether the Building Property will be suitable for Buyer’s acquisition and to determine the condition of the Building Property and other matters pertaining to the Building Property (the “Inspections”). If during the Inspection Period Buyer determines that it does not desire to consummate the transaction contemplated by this Agreement, then Buyer may terminate this Agreement by delivering written notice of termination to Seller within five (5) days after expiration of the Inspection Period, and Seller shall sell the Building Parcel directly to Q9 pursuant subject to the same terms as if the Property was sold to Buyer. Seller shall grant Buyer and its representatives reasonable access to the Building Property, including all buildings and systems, during the Inspection Period. Seller shall also provide all readily available records, permits, and reports regarding the Building Property’s condition upon request. Notwithstanding anything to the contrary in this Agreement, Buyer shall not conduct or cause to be conducted a Phase II environmental site assessment of the Building Property without the Seller and Q9’s prior written consent.

To the extent permitted by law, Buyer shall indemnify, defend, and hold Seller harmless from any and all claims, losses, damages, costs (including actual attorneys’ and other professionals’ fees, expenses, and disbursements), and liabilities which may arise due to actions taken by Buyer or a Buyer employee, agent, or contractor on the Building Property prior to the Closing, including surveys, inspections, reviews, investigations, assessments, and other due diligence. Buyer’s obligation in this paragraph shall survive any Agreement termination.

6. **Deed and Option to Purchase.** At Closing, Seller shall convey title to the Building Property to Buyer by a quitclaim deed, substantially in the form as Exhibit 1 (the “Deed”) and contemporaneously, at Closing, Buyer and Q9 shall sign the exclusive option to purchase agreement in Exhibit 2 (“Exclusive Option to Purchase”). After the Exclusive Option to Purchase is signed by the City and Q9, Q9 may record the Memorandum in Exhibit 2A with the Register of Deeds at Q9’s expense. Specifically, as stated in the Vacant Property Purchase Agreement, once Q9 substantially completes construction of the Building Property or invests at least \$4 million into the Building Property in hard construction costs toward completing Building Property construction as reflected in a site plan approved by the City’s Planning Commission, generally consistent with the Construction Plans, then Seller and City shall have no right to seek legal recourse to compel Q9 to complete the Building Property.

Notwithstanding anything to the contrary in this Agreement, after any conveyance by the Seller, any portion of the Parent Parcel may be used for any lawful educational purpose. That said, to the extent permitted by law, no portion of the Parent Parcel shall be used for any school purpose that is in direct competition with the Seller for students. This paragraph 6 shall survive Closing.

7. **Closing.** The closing of this sale (“Closing”) shall occur on the same date, time, and location as the closing in the Vacant Land Agreement. If the Vacant Land Agreement is terminated before Closing, then this Agreement shall automatically terminate on the date that the Vacant Land Agreement is terminated.

8. **Closing Costs.** The following costs associated with this Agreement and the Closing shall be paid as follows: (i) Buyer shall pay the premium for the owner's title policy; (ii) Seller shall pay the cost of any state and county transfer taxes in the amount required by law; (iii) Buyer shall pay the costs of recording the Deed; and (iv) Buyer shall pay any fees charged by the Title Company to facilitate the Closing. If the Register of Deeds rejects the Deed for recording, then the Seller and the Buyer shall promptly and in good faith work with each other to prepare an alternate deed that is satisfactory to the Register of Deeds for recording, an obligation which shall survive Closing.

9. **Closing Deliveries.** At Closing, Seller shall execute and deliver the Deed to Buyer transferring Seller's interest in the Building Property, subject to all matters of record, and Buyer shall deliver the Purchase Price to Seller pursuant to Section 2 above. The parties shall execute and deliver such other documents reasonably required to close the transaction. Seller shall deliver possession of the Building Property to Buyer at Closing.

10. **Representations and Warranties.** Seller represents and warrants to Buyer that to the Seller's knowledge the statements contained in this Section 10 are true and correct as of the Effective Date and also at the time of Closing. Seller shall have an affirmative duty to notify Buyer of any changes in these representations and warranties before Closing. For purposes of this Agreement, "Seller's knowledge" shall mean the actual knowledge of Seller's Superintendent; Buyer acknowledges that any liability for an untrue or incorrect statement made by the Superintendent will be attributed to the Seller and the Buyer shall not pursue any legal recourse against the Seller's Superintendent for an untrue or incorrect statement.

To Seller's knowledge, there is no pending litigation affecting the Building Property or Seller's interest in the Building Property; there are no unrecorded interests of any person(s) or entity(ies) in and to the Building Property; the Building Property is not subject to any oral or written rental, leasing, contract, or other arrangement that would limit or restrict the use of the Building Property; Seller has not received any notice of, and has no knowledge of, existing violations on the Building Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous substance or waste disposal law or ordinance; and there are no pending legal disputes, liens, environmental violations, or municipal code violations affecting the Building Property.

Each party hereby represents and warrants to the other parties that the representing party has full power and authority to enter into this Agreement and other related documents and to consummate the transaction contemplated by this Agreement. Each party has duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms. No party to this Agreement is a party to any contract, settlement, judicial order, or other agreement of any kind that would prohibit or otherwise restrict its ability to consummate the transaction contemplated by this Agreement.

11. **Condition of Property.** Buyer acknowledges and agrees that: (1) Buyer is familiar with the Building Property and its condition and has had adequate opportunity to inspect the Building Property and therefore agrees accept the Building Property in its AS-IS condition, (2)

Buyer acknowledges that the school building and any other structures on the Building Property are in a state of disrepair and contain asbestos, and (3) the Seller expressly disclaims any and all warranties of any kind with regard to the Building Property. Buyer shall be liable for any environmental conditions caused by Buyer prior to Closing; Seller may be liable under federal or State law for any environmental conditions that existed on the Building Property prior to Closing. This paragraph shall survive Closing.

12. **Parking Lot License.** As of the date of Closing, Q9 shall have a license to reasonable, nonexclusive use of the parking lots upon the Building Parcel to park vehicles used for the completion of construction of the Vacant Parcel, and the City shall be named as an additional insured on all relevant insurance policies covering such use, including commercial general liability insurance. Q9 shall indemnify, defend, and hold harmless the City from any claims, damages, or liabilities arising from Q9's use of the parking lot. Upon the expiration or termination of the license, Q9 shall return the parking lots to the City in good condition, reasonable wear and tear excepted.

13. **Real Estate Commission.** The parties acknowledge and agree that no agent, broker, salesperson, or other party is entitled to a real estate commission upon the Closing of this sale. To the extent permitted by law, Buyer agrees to indemnify and hold harmless the Seller 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 Buyer. This paragraph shall survive Closing.

14. **Notice.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be: (i) delivered in person; (ii) sent by email; or (iii) sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid or certified mail return receipt requested. The notice shall be effective immediately upon personal delivery or upon transmission of the email, provided if the email lands in the recipient's spam or junk folder, then the notice shall be effective upon the recipient discovering the email; and one day after depositing with a nationally recognized overnight delivery service or mailing for certified mail notices. Notices shall be sent to the parties as follows:

To Seller: Muskegon Public Schools  
Attn: Superintendent  
1458 5th St  
Muskegon, MI 49441  
Email: mcortez@mpsk12.net

To Q9:  
Email:

The Q9 LLC  
Attn: Rashard Thrower  
701 Orchard Avenue  
Muskegon, MI 49442  
rashardthrower@theq-9.com

With Copy to: Thrun Law  
Attn: Piotr Matusiak  
2900 West Road Suite 400  
East Lansing, MI 48823  
Email: pmatusiak@thrunlaw.com

With copy to: Hamilton Law  
Attn: Ryan A. Wujcik  
3431 Oakland Drive  
Kalamazoo, MI 49008  
Email: ryan@hamiltonlawplc.com

To Buyer: City of Muskegon  
Attn: Jake Eckholm  
933 Terrace Street

Muskegon, Michigan 49440  
jake.eckholm@shorelinecity.com

With Copy to: Brennen Gorman  
601 Terrace Street  
Muskegon, MI 49440  
Email: brennen@parmenterlaw.com

15. **Review by Legal Counsel.** Each party acknowledges that it had an adequate opportunity to seek advice from independent legal counsel with respect to its rights, the execution of this Agreement, and the consummation of the transaction contemplated by this Agreement.

16. **Personal Property.** Any personal property which Seller does not remove from the Building Property before Closing shall be transferred to Buyer with the Building Property at Closing through a bill of sale signed at Closing.

17. **Dispute Resolution.** Any dispute arising from this Agreement shall first be subject to facilitated mediation. Any party may request mediation, and each party shall ensure mediation occurs within 60 days of the mediation request or as soon as possible thereafter, but in no event later than 90 days after the mediation request. Any party may pursue litigation after two (2) full days of mediation.

18. **Miscellaneous.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. This Agreement and its attachments, and the Vacant Land Agreement and its attachments, shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and its attachments and shall not be modified or amended except in a subsequent writing signed by the Buyer, Seller, and the City.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. A party shall not assign this Agreement in whole or in part without the prior written consent of the other parties.

The failure of a party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of a party to enforce any other covenant or condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party.

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a party because of that party's participation in the drafting of this Agreement. This Agreement is not intended to create, and shall not be construed to create, any rights in any person or entity that is not a party to this Agreement, as a third party beneficiary or otherwise. If any provision of this Agreement is determined invalid, the remainder of this Agreement shall remain in effect.


Neither Q9 nor its subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability, height, weight, marital status, or any other protected characteristic. Breach of this paragraph shall be a material breach of this Agreement.

The effective date of this Agreement shall be the last date as of which all parties as shown below have signed this Agreement ("Effective Date").

**SELLER – Muskegon Public Schools**, a Michigan general powers school district

**The Q9 LLC**, a Michigan limited liability company

By: Matthew Cortez  
Its: Superintendent  
Date: \_\_\_\_\_, 2026

  
Rashard Thrower (May 4, 2026 14:54:17 EDT)  
By: Rashard Thrower  
Its: Member  
Date: 5/4/ \_\_\_\_\_, 2026

**BUYER - City of Muskegon**, a Michigan home rule city

By:  
\_\_\_\_\_  
Name: Kenneth Johnson  
Title: Mayor  
Date: \_\_\_\_\_

By:  
\_\_\_\_\_  
Name: Ann Meisch  
Title: Clerk  
Date: \_\_\_\_\_

## Exhibit 1

### Quitclaim Deed

Muskegon Public Schools, a Michigan general powers school district organized and operating pursuant to the Michigan Revised School Code, MCL 380.1, *et seq.*, whose address is 1458 5<sup>th</sup> Street, Muskegon, Michigan 49441 (“Grantor”) quit claims to the City of Muskegon, a home rule city whose address is 933 Terrace Street, Muskegon, Michigan 49440 (“Grantee”), part of the property located at 1150 Amity Avenue, Muskegon, Michigan 49442, specifically the part legally described as follows:

[Insert Legal Description from Survey]

part of Parcel No. 64-24-121-300-0086-00 (the “Property”) for the sum of Ten Dollars (\$10.00).

The Grantor grants to Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**GRANTOR:**

**MUSKEGON PUBLIC SCHOOLS,  
a Michigan general powers school district**

Dated: \_\_\_\_\_, 2026

By: **(For Execution at Closing)**  
Matthew T. Cortez

Its: Superintendent

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_ day of \_\_\_\_\_ ,  
2026 by Matthew T. Cortez, Superintendent, Muskegon Public Schools, a Michigan general  
powers school district.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## Exhibit 2

### Exclusive Option to Purchase Agreement

This Exclusive Option to Purchase Agreement (“Agreement”) is entered into as of the date of the last party signature below (the “Effective Date”) by and between The Q9 LLC, a Michigan limited liability company, whose address is 701 Orchard Avenue, Muskegon, Michigan 49441 (“Q9”) and the City of Muskegon, a Michigan home rule city organized and operating under the Michigan Home Rule City Act, MCL 117.1, et seq., whose address is 933 Terrace Street, Muskegon, Michigan 49440 (“City”) (individually a “Party” and collectively, the “Parties”).

#### Whereas:

1. Muskegon Public Schools, whose address is 1458 5th Street, Muskegon, Michigan 49441 (“District”), Q9, and the City entered into a Real Estate Purchase Agreement – Steele Vacant Land dated \_\_\_\_\_, 2026 (“Vacant Land Agreement”). The District, Q9, and the City also entered into a Real Estate Purchase Agreement – Steele Building Property dated \_\_\_\_\_, 2026 (“Building Agreement”).
2. Pursuant to the Vacant Land Agreement, the District conveyed part of 1150 Amity Avenue, Muskegon, Michigan 49442, Parcel No. 64-24-121-300-0086-00, to Q9, specifically the “Vacant Property,” as defined in the Vacant Land Agreement.
3. Pursuant to the Building Agreement, the District conveyed the other part of 1150 Amity Avenue, Muskegon, Michigan 49442, Parcel No. 64-24-121-300-0086-00, to the City, specifically the “Building Property,” as defined in the Building Agreement.
4. The Building Agreement requires the City to grant Q9 an exclusive option to purchase the Building Property.

**Now Therefore**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **Option to Purchase.** The City hereby grants Q9 an exclusive option to purchase the Building Property for \$10.00 (“Option”). Q9 may exercise that option by providing the City a notice that Q9 is exercising its option to purchase and contemporaneously with that notice providing the City with \$10.00 and the following (1) documentation substantiating that within two (2) years of the Vacant Land Agreement Closing, Q9 invested at least \$3 million into the Vacant Property in hard construction costs toward completing Vacant Property construction as reflected a site plan approved by the City’s Planning Commission, generally consistent with the Construction Plans (as defined in the Vacant Land Agreement), or that the Vacant Property was substantially completed within five (5) years of the Vacant Land Closing..
2. **Option Price.** The Option price shall be \$10.00, which Q9 shall pay to the City upon execution of this Agreement.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue until the earlier of the following: the 6th anniversary of the Effective Date or Q9's acquisition of the Building Property pursuant to this Agreement (the "Term").
4. **Educational Purpose.** Notwithstanding anything to the contrary in this Agreement, the Building Property may be used for any lawful educational purpose. That said, to the extent permitted by law, the Building Property shall not be used for any school purpose that is in direct competition with the District for students.
5. **Memorandum of Option to Purchase Agreement.** Contemporaneously with the signing of this Agreement, Q9 and the City shall execute the Memorandum in Exhibit 2A. Q9 may record the Memorandum with the Muskegon County Register of Deeds at Q9's expense.
6. **Notices.** Notices or consents of any kind required or permitted under this Agreement shall be made by personal delivery or mailed by certified mail, return receipt requested, postage prepaid to the appropriate party at the address first listed for that party above or at such other address as shall be specified in writing by that party. Notices shall be deemed received on the date of personal delivery or on the date of mailing, as applicable.
7. **Severability.** If any provision of this Agreement shall be held invalid, such invalidity shall not affect any other provision of the Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.
8. **Counterparts.** This Agreement may be executed in counterparts, including facsimile or email transmissions, each of which shall be deemed an original.
9. **Successors and Assigns.** Neither Party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other Party. This Agreement shall be binding and inure to the benefit of each Party's successors and assigns.
10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
11. **No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a Party because that Party's participation in the drafting of this Agreement.
12. **Authorization.** This Agreement has been duly authorized, executed and delivered by the Parties and, once signed by both Parties, constitutes a legal, valid, and binding obligation enforceable in accordance with its terms. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective Party.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the Building Property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties regarding the Building Property other than those herein set forth. This Agreement shall not be modified or amended without the consent of both Parties, which consent must be evidenced by an instrument in writing executed by each Party, or by their respective successors or permitted assigns.

**The Q9 LLC**

By: \_\_\_\_\_  
Name: Rashard Thrower  
Its: Member  
Date: \_\_\_\_\_, 2026

**City of Muskegon, a Michigan home rule city**

By: \_\_\_\_\_  
Name: Kenneth Johnson  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ann Meisch  
Title: Clerk  
Date: \_\_\_\_\_

**Exhibit 2A**

**Memorandum of Exclusive Option to Purchase**

This Memorandum made this \_\_\_ day of \_\_\_\_\_, 2026, between **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (the “Grantor”) and **The Q9, LLC**, a Michigan limited liability company, of 701 Orchard Avenue, Muskegon, Michigan 49441 (the “Grantee”):

**WITNESSETH:**

1. Pursuant to an Exclusive Option to Purchase Agreement dated \_\_\_\_\_, 2026 (“Option Agreement”), Grantor granted to the Grantee an exclusive option to purchase the following property:

[Insert Building Property Legal Description from Survey]

Part of Parcel No.: 64-24-121-300-0086-00, commonly known as 1150 Amity Avenue, Muskegon, MI 49442

2. All of the terms, covenants, and conditions contained in the Option Agreement are incorporated in this Memorandum by reference with like effect as if set forth in this Memorandum verbatim.
3. The purpose of this Memorandum is to give notice of the existence of the Option Agreement and the rights of the parties under the Option Agreement.
4. Grantee shall immediately file a Satisfaction and/or Waiver of Memorandum of the Option Purchase Agreement on the earlier of: (1) the 11th anniversary of the Option Agreement’s effective date (ii) within 30 days of Grantee determining that it has substantially completed of the Project (iii) within 30 days of Grantee determining that it has taken sufficient steps to complete the Project; (iv) if substantial completion has not occurred within five (5) years of the Option Agreement’s effective date or sufficient steps have not occurred within two (2) years of the Option Agreement’s effective date, then within thirty (30) days following the expiration of the applicable period; (v) or in the event that Grantee notifies Buyer that it will not exercise this Option to Purchase its Option Agreement option to purchase, whichever is earlier.
5. This Memorandum of Option to Purchase shall immediately become null and void upon the 11<sup>th</sup> anniversary of the Option Agreement’s effective date or Q9’s acquisition of the Property pursuant to the Option Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in duplicate the day and year first above written.

**GRANTOR –  
City of Muskegon**

By: \_\_\_\_\_  
Name: Kenneth Johnson  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ann Meisch  
Title: Clerk  
Date: \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF MUSKEGON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for said County, personally appeared Ann Meisch, Clerk, and Kenneth Johnson, Mayor, of the **City of Muskegon**, a Michigan municipal corporation, and to me known to be the same people described in and who executed the Memorandum of Exclusive Option to Purchase and acknowledged that they executed it as their free act and deed.

\_\_\_\_\_, Notary Public  
Muskegon County, Michigan  
My Commission Expires: \_\_\_\_\_

**GRANTEE –  
The Q9, LLC**

\_\_\_\_\_  
Name: Rashard Thrower  
Title: Member  
Date: \_\_\_\_\_

STATE OF MICHIGAN)  
COUNTY OF MUSKEGON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a notary public in and for said County, personally appeared Rashard Thrower, Member of **The Q9, LLC**, a Michigan limited liability company, and to me known to be the same person described in and who executed the Memorandum of Exclusive Option to Purchase and acknowledged that he executed it as his free act and deed.

\_\_\_\_\_, Notary Public  
Muskegon County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and  
after Recording Return to:  
Brennen Gorman, P-80958  
601 Terrace St.  
Muskegon, MI 49440



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Amendment to the Harbor 31 Planned Unit Development (PUD)
<b>Submitted by:</b> Mike Franzak, Planning Director	<b>Department:</b> Planning
<b>Brief Summary:</b> Request to amend the Harbor 31 Planned Unit Development (PUD) at 600 Shoreline Dr (PUD address) for a new residential development at 170 Viridian Dr (development address) and to amend the waterfront access paths within Harbor 31.	
<b>Detailed Summary &amp; Background:</b> The proposed development is located within the Harbor 31 Planned Unit Development (PUD). Much of the interior of the subject parcel is considered a wetland and is prohibited from development by the Michigan Department of Environment, Great Lakes, and Energy (DELEG). The areas restricted from development are enclosed by split rail fencing and are considered an environmental easement.  The project consists of four large multiplex buildings, each containing 12 units, for a total of 48 units. There are 67 off-street parking spaces and five parking spaces in the terrace proposed.  Large multiplex buildings are an allowed building type in this context area. However, the location of the wetlands prohibits traditional building and parking placement, requiring the need to amend the PUD. The initial project for this parcel was townhomes, but the environmental easements caused issues with the site layout.  A portion of the Grand Valley State University (GVSU) parking lot to the west of the development actually encroaches onto the Meadows property. This will have to be removed prior to construction. Page 2 of the site plan depicts the existing parking lot in relation to the proposed development, and Page 3 depicts what the revised GVSU parking lot could look like, although this is not a finalized concept. GVSU will have to apply to the city to reconfigure their parking lot.  A stormwater management permit application will need to be submitted to the Engineering Department, and the original storm water management permit for the overall site may need to be modified if changes to the original management plan are contemplated.  Notice was sent to all addresses within 300 feet of the property. At the time of this writing, staff had received one comment from the public. Kevin Murphy, who is an owner of the Vida Nova condominiums, made several comments regarding issues he has with the overall development of Harbor 31. His comments appear to be issues with the Harbor 31 board, the lack of boardwalk signage for the public, and issues with the placement of electrical equipment, but there were no specific comments about the proposed development.	

Staff recommends approval of the request with the condition that the western path to the boardwalk is installed and functional before Certificates of Occupancy are issued for the Meadows.

The Planning Commission unanimously recommended approval of the request with the following conditions:

1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.
3. Any street trees removed for terrace parking must be replaced elsewhere within Harbor 31, as approved by staff.
4. The landscaping plan shall be revised to include an additional 10 canopy trees on-site, including at least two per parking lot.
5. The drive entrance to the north be realigned, as approved by staff. The eight parking spaces in this area must also be removed.

The site plan has been updated since the Planning Commission meeting and has addressed items 3-5.

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

**Key Focus Areas:**

Zoning Ordinance

**Goal/Action Item:**

2027 Goal 2: Economic Development Housing and Business

**Amount Requested:**

N/A

**Budgeted Item:**

Yes		No		N/A	X	
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**Fund(s) or Account(s):**

N/A

**Budget Amendment Needed:**

Yes		No		N/A	X	
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**Recommended Motion:**

I move the request to amend the Harbor 31 Planned Unit Development for a new residential development at 170 Viridian Dr, and to amend the waterfront access paths within Harbor 31, be approved with the following conditions:

1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.

**Approvals:**

Immediate Division Head	X	
Information Technology		
Other Division Heads		

**Guest(s) Invited / Presenting:**

No

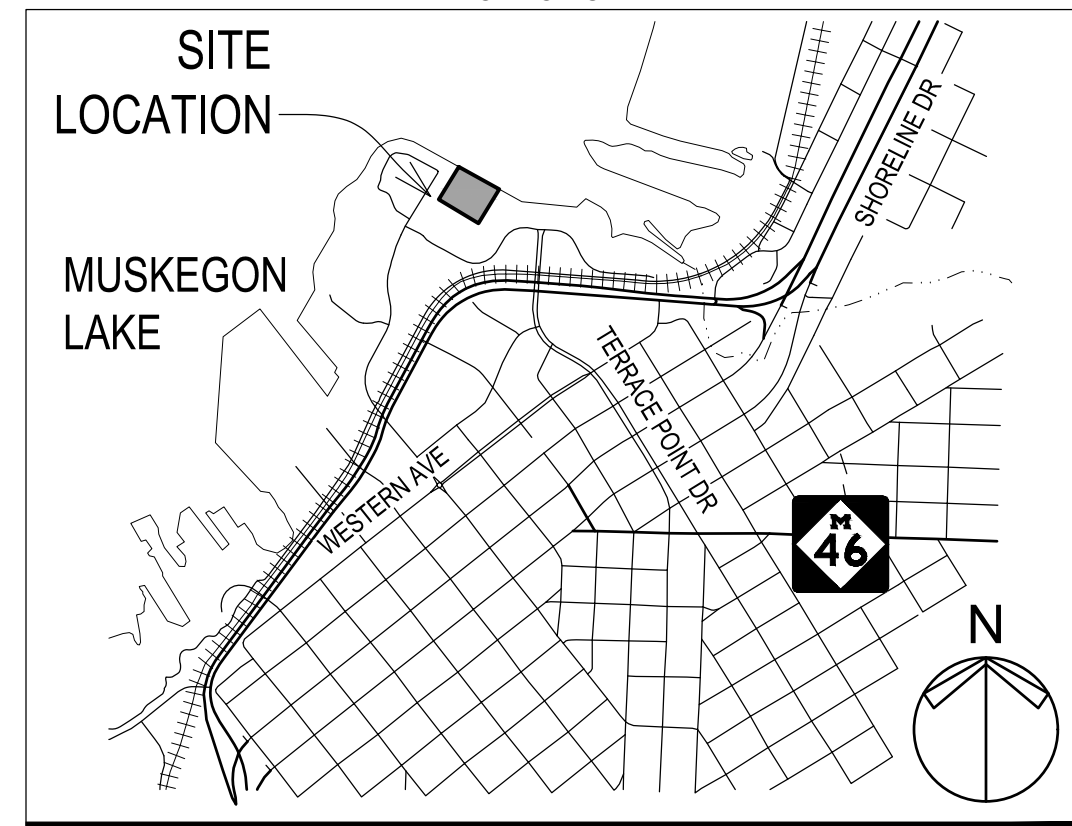
Communication			
Legal Review			

VICINITY MAP  
NOT TO SCALE



MUSKEGON COUNTY

SITE LOCATION MAP  
NOT TO SCALE



150 VIRIDIAN DRIVE  
CITY OF MUSKEGON  
MUSKEGON COUNTY, MICHIGAN

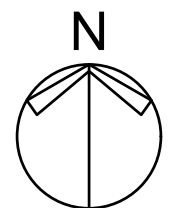
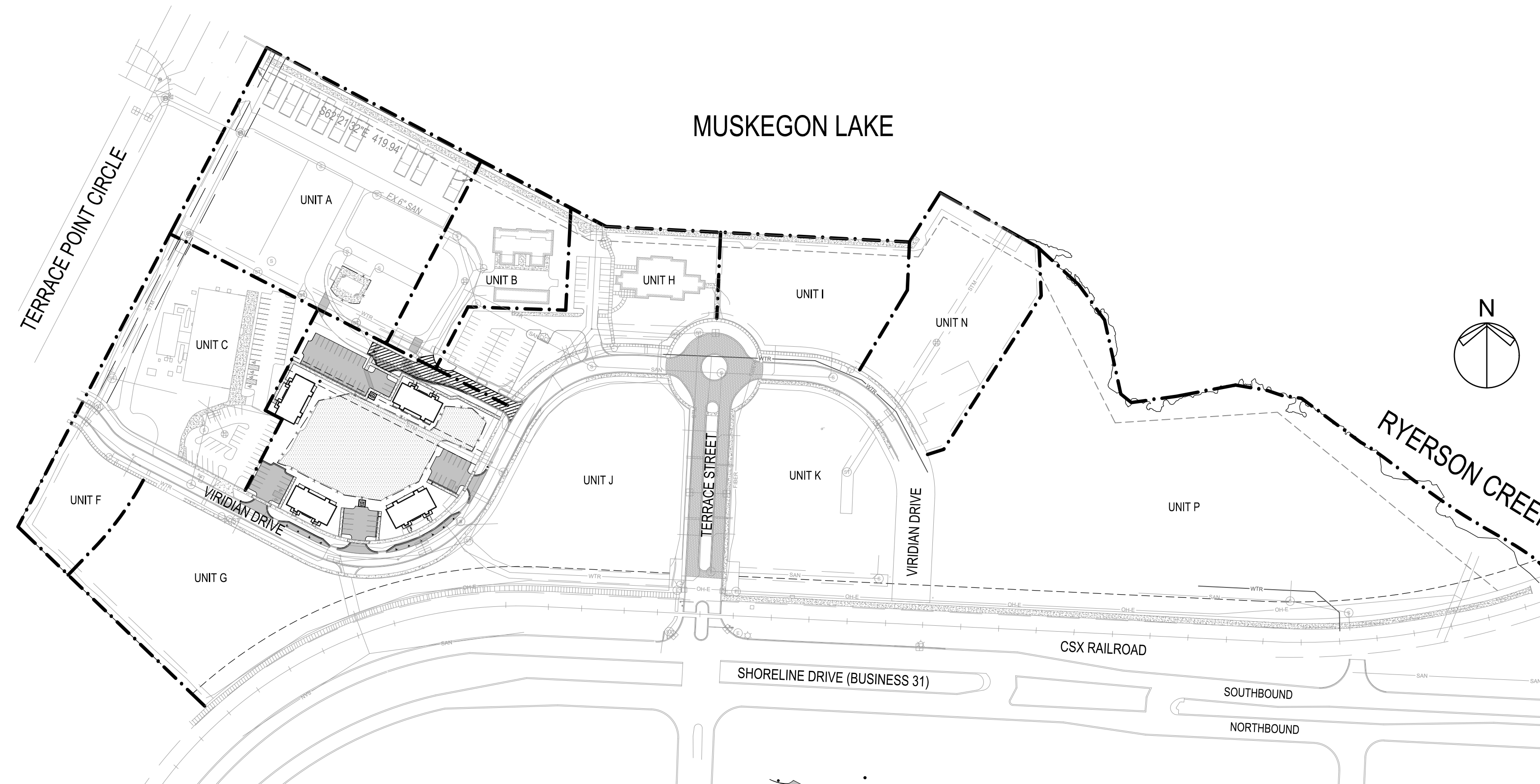
SECTION 19, TOWN 10 N, RANGE 16 E  
43°14'34" N, 86°15'11.3" W  
PARCEL #: 61-607-000-0001-00

# THE MEADOWS

## SITE PLAN / PUD AMENDMENT

### CITY OF MUSKEGON

### MUSKEGON COUNTY, MICHIGAN 49440



**GENERAL NOTES:**

REFER TO PROJECT MANUAL FOR SITE "RECORD DRAWING" SUBMITTAL REQUIREMENTS.

OWNER HAS SUBMITTED FOR AND OBTAINED THE FOLLOWING SITE RELATED PERMITS:  
AGENCY PERMIT #  
EGLE PART 31, 301, 303 WRP032704 v.1 (ISSUED 6/27/2022)

OWNER HAS SUBMITTED FOR AND IS IN THE PROCESS OF OBTAINING THE FOLLOWING SITE RELATED PERMITS:  
AGENCY PERMIT #  
MUSKEGON COUNTY DRAIN COMMISSIONER'S TBD

UPON AWARD OF CONTRACT, CONTRACTOR WILL BE RESPONSIBLE TO CHECK WITH ENGINEER AND JURISDICTION ON STATUS OF THE PERMIT(S) LISTED ABOVE.

CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL SITE RELATED PERMITS NOT BEING OBTAINED BY THE OWNER. CONTRACTOR IS REQUIRED TO COMPLETE THE APPLICATION, AND SUBMIT NECESSARY DRAWINGS, FEES, ETC. TO THE APPROPRIATE JURISDICTION. CONTRACTOR SHALL PAY ALL FEES RELATED TO PERMIT(S) AND SECURE PERMIT(S) IN HIS NAME.

CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL SITE UTILITY CONNECTIONS AND INSPECTIONS WITH THE PROPER JURISDICTION AND PAY ALL ASSOCIATED FEES.

THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING WATER, SANITARY SEWER, AND STORM SEWER CROSSINGS AND CONNECTION POINTS PRIOR TO CONSTRUCTION. CONTACT ENGINEER WITH ANY DISCREPANCIES.

ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS FROM FIELD DATA AND AVAILABLE INFORMATION. THEY SHOULD NOT BE INTERPRETED AS EXACT LOCATIONS NOR SHOULD THEY BE ASSUMED TO BE THE ONLY UTILITIES IN THE AREA.

REFERENCE SOILS REPORT FOR BORING LOGS AND PREPARATION AND CONSTRUCTION PROCEDURES FOR SUBBASE AND DESIGN SECTION OF ALL PAVED AREAS.

ALL MDOT REFERENCES ARE TO THE 2025 EDITION.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.



**Know what's below.  
Call before you dig.**

**DEVELOPMENT REFERENCE:**

OWNER: MUSKEGON LAKEFRONT LLC  
1985 HOLTON RD, MUSKEGON, MI 49445

DEVELOPER: TRUE PROPERTY RESOURCES, LLC  
APPLICANT: 415 LEONARD STREET NW, SUITE 201  
GRAND RAPIDS, MI 49504  
ATTN: DAN HENRICKSON  
PHONE: (616) 454-5554

CIVIL ENGINEER: PARADIGM DESIGN  
415 LEONARD STREET NW, SUITE 200  
GRAND RAPIDS, MI 49504  
ATTN: BILL HADLOCK  
PHONE: (616) 785-5656

SURVEYOR: BURGESS SURVEYING  
8375 RIDGESTONE DR.  
ATTN: JORDAN BURGESS  
PHONE: (614) 441-4222

**COORDINATION INDEX:**

WATER / SEWER: CITY OF MUSKEGON PUBLIC WORKS DEPARTMENT  
1350 E. KEATING AVE  
MUSKEGON, MI 49422  
PHONE: (231) 724-4100

ELECTRIC: CONSUMERS ENERGY  
PHONE: 1-800-477-5050

NATURAL GAS: DTE ENERGY  
PHONE: 1-800-477-4747

**PROJECT DESCRIPTION:**

A NEW 48 UNIT COMMUNITY WITHIN MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM

**LEGAL DESCRIPTION:**

CITY OF MUSKEGON, MUSKEGON LAKESHORE SMARTZONE, UNIT D, FIFTH AMEND TO MASTER DEED L/P 4292/128. SUBJ TO ELECTRIC ESMIT REC L/P 3591/578. SUBJ TO ELECTRIC EASEMENT RECORD'D L/P 3630/646. SUBJ TO DRAIN & ACCESS ESMIT REC L/P 4311/311

**SURVEY PROVIDED BY:**

TOPOGRAPHIC SURVEY PROVIDED BY BURGESS SURVEYING ON A DRAWING DATED 01-20-2026. BOUNDARY SURVEY PROVIDED BY BURGESS SURVEYING ON A DRAWING DATED 12-19-2022.

**BENCHMARKS:**

ASSUMED BENCHMARK AS DENOTED ON MUSKEGON LAKEFRONT DEVELOPMENT PLANS DEVELOPED BY FLIES AND VANDENBRINK.

BM#1: TOP OF FLANGE BOLT UNDER THE 'E' OF EJM ON HYDRANT. LOCATED WEST & ±10 FEET SOUTH OF SOUTHEAST PROPERTY CORNER. ELEVATION = 587.89 (BASIS FOR PLAN ELEVATION SHOWN) NAVD88 ELEV = (PLAN ELEVATION)-(0.42 FEET)

**COORDINATE SYSTEM:**

COORDINATES & BEARINGS ARE BASED ON MICHIGAN STATE PLANE SOUTH ZONE, NAD83(HARN), INTERNATIONAL FEET.

NAVD88 ELEVATIONS ARE 0.42 FEET LOWER THAN THE SITE DATUM.

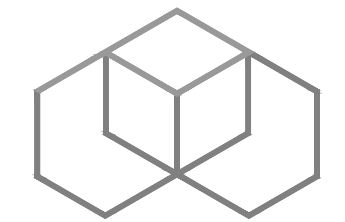
**FLOODPLAIN DATA:**

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, FIRM NUMBER 26121C0257D, EFFECTIVE DATE: JULY 6 2015, NATIONAL FLOOD INSURANCE PROGRAM, AS PUBLISHED BY FEMA.

THE SUBJECT PROPERTY IS IN ZONE AE DEFINED AS AREA INUNDATED BY THE BASE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED WITH A BASE FLOOD ELEVATION OF 584.4. (NAV 88 ASSUMED)

**SHEET LIST TABLE**

C-001	COVER SHEET
1 OF 1	BOUNDARY & TOPO SURVEY
C-101	EXISTING CONDITIONS & DEMOLITION PLAN
C-200	SITE PLAN
C-220	PEDESTRIAN ACCESSWAYS LANDSCAPE PLAN PHOTOMETRIC PLAN FLOORPLAN - 1ST FLOOR FLOORPLAN - 2ND FLOOR FLOORPLAN - 3RD FLOOR BUILDING ELEVATIONS - FRONT & SIDE 1 BUILDING ELEVATIONS - BACK & SIDE 2



**PARADIGM DESIGN**  
ARCHITECTS | ENGINEERS

415 Leonard Street NW, Suite 200  
Grand Rapids, MI 49504  
(616) 785-5656

Grand Rapids | Phoenix  
www.paradigmae.com

WILLIS MONTE HADLOCK, P.E.  
MI - REGISTRATION #6201045738  
EXP. DATE 09/02/2027

**PROJECT**

**THE MEADOWS**

MUSKEGON  
LAKEFRONT, LLC

MUSKEGON, MICHIGAN

**DEVELOPER**

TRUE PROPERTY  
RESOURCES, LLC

(616) 454-5554  
415 LEONARD STREET,  
GRAND RAPIDS, MI 49504

**RELEASE DATE**

△	DATE	DESCRIPTION
	03-12-26	PUD AMENDMENT
	04-14-26	PUD AMEND. REV1

**PROJECT**

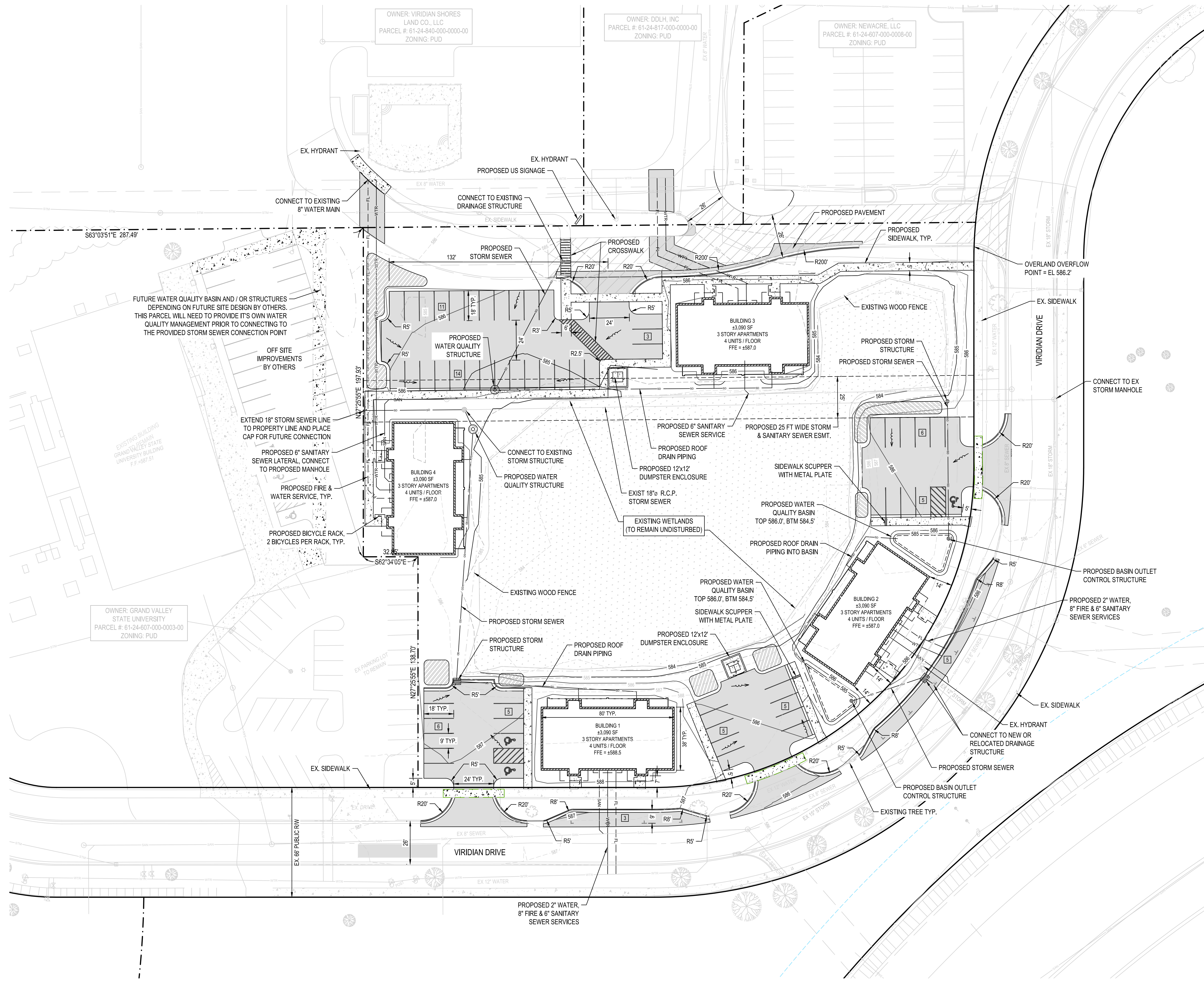
2212167GR

**SHEET**

COVER SHEET

**C-001**





**PROPOSED LEGEND**

[Symbol]	CONCRETE SIDEWALK
[Symbol]	STANDARD DUTY BITUMINOUS
[Symbol]	CRACK FILL AND SEAL COAT
[Symbol]	SNOW STORAGE AREA
[Symbol]	STANDARD CURB & GUTTER
[Symbol]	LANDSCAPE CURB
[Symbol]	PROPERTY LINE
[Symbol]	EXISTING POTABLE WATER
[Symbol]	PROPOSED POTABLE WATER
[Symbol]	EXISTING SANITARY SEWER
[Symbol]	PROPOSED SANITARY SEWER
[Symbol]	EXISTING STORM SEWER
[Symbol]	PROPOSED STORM SEWER
[Symbol]	EXISTING GAS LINE
[Symbol]	EXISTING UNDERGROUND ELECTRIC
[Symbol]	EXISTING CONTOUR
[Symbol]	PROPOSED CONTOUR

**SITE DATA:**  
 SITE: 2.56 ACRES  
 ZONED: IBC MAINSTREET WATERFRONT (MSW)  
 USE: LARGE MULTIFLEX (ALLOWED BY RIGHT)

MINIMUM LOT AREA:	7,500 SFT
MINIMUM LOT WIDTH:	75'
MAXIMUM LOT WIDTH:	100'
MINIMUM LOT DEPTH:	100'
MAXIMUM BUILDING HEIGHT:	6 STORY

**FRONT BUILDING SETBACK:** 0-15'  
**SIDE BUILDING SETBACK (STREET SIDE):** 0-15'  
**SIDE BUILDING SETBACK (NON-STREET SIDE):** 0'  
**REAR BUILDING SETBACK:** 0'

**PARKING DATA:**  
 PROPOSED PARKING: 60 OFF-STREET PARKING SPACES (INCLUDES 4 BARRIER FREE SPACES)  
 8 ON-STREET PARKING SPACES  
 68 TOTAL SPACES

**PROPOSED BICYCLE PARKING: 16 SPACES**  
 (20% OF PROPOSED VEHICLE PARKING SPACES OF 68 SPACES = 14 SPACES)

PARKING SPACE:	9' x 18'
DRIVE AISLE:	24'

**FRONT PARKING SETBACK:** 40'  
**SIDE PARKING SETBACK (STREET SIDE):** 5'  
**SIDE PARKING SETBACK (NON-STREET SIDE):** 0'  
**REAR PARKING SETBACK (STREET SIDE):** 5'

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 ARCHITECTS | ENGINEERS  
 415 Leonard Street NW, Suite 200  
 Grand Rapids, MI 49504  
 (616) 785-5656  
 Grand Rapids | Phoenix  
 www.paradigm.com

**PROJECT**  
**THE MEADOWS**

**MUSKEGON LAKEFRONT, LLC**  
 MUSKEGON, MICHIGAN

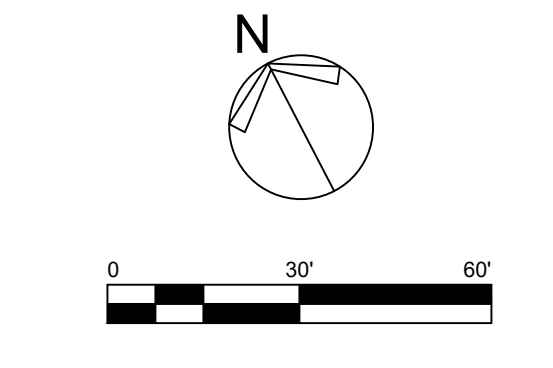
**DEVELOPER**  
**TRUE PROPERTY RESOURCES, LLC**

**RELEASE DATE**

DATE	DESCRIPTION
03-12-26	PUD AMENDMENT
04-14-26	PUD AMEND. REV1

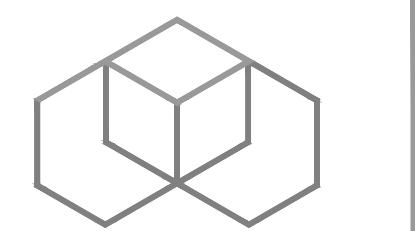
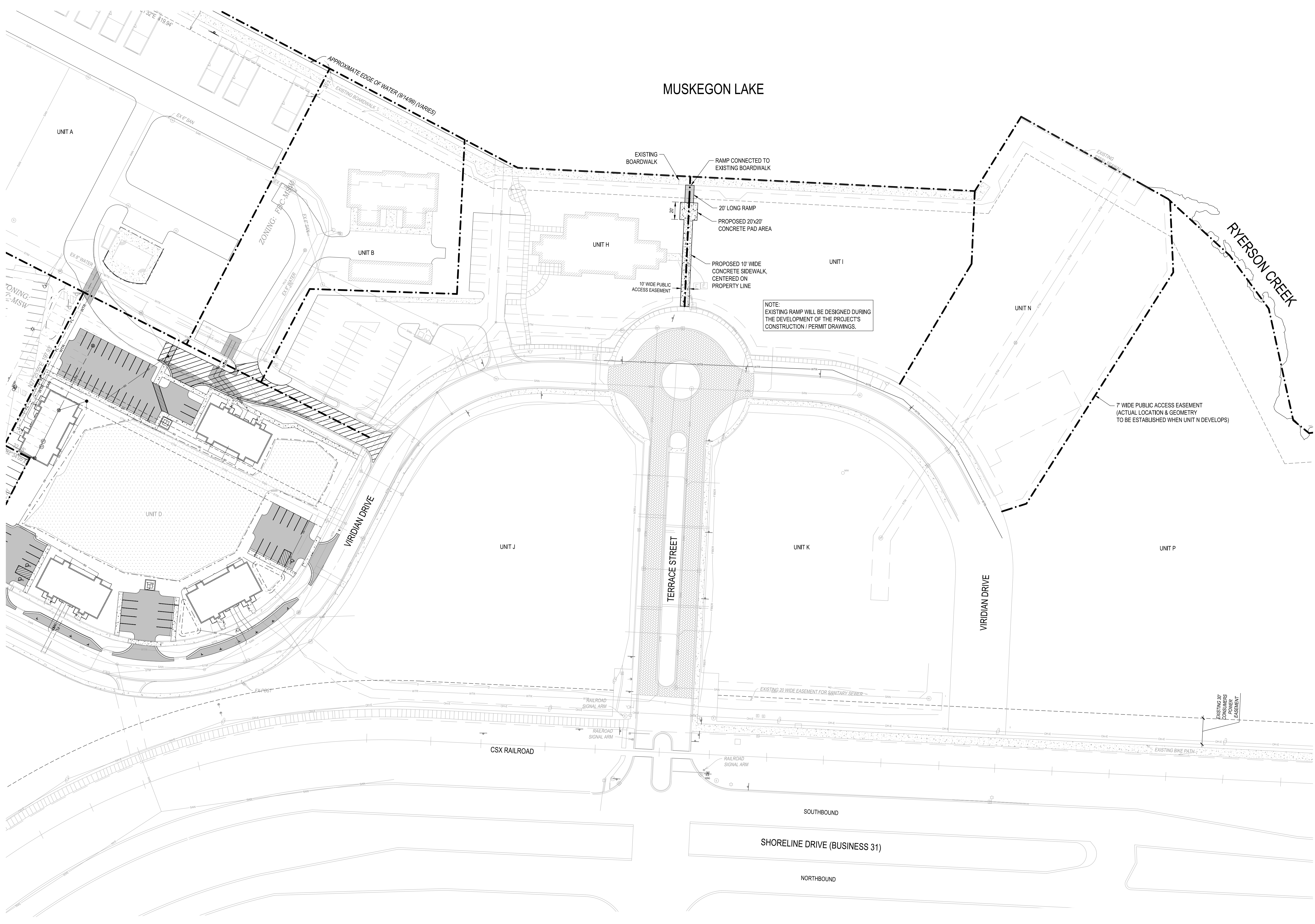
**PROJECT**  
**2212167GR**

**SHEET**  
**SITE PLAN**  
**C-200**



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Monday, May 04, 2026 at 10:20am 0:22:12 (R) Harbor 31 - The Meadows Drawings - 2212167GR (Production Sheet) (CD) (10/20/20) - Site Planning (R)



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EXP. DATE 09/02/2027

PROJECT

**THE MEADOWS**

MUSKEGON LAKEFRONT, LLC

MUSKEGON, MICHIGAN

DEVELOPER

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(616) 454-5554  
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GRAND RAPIDS, MI 49504

RELEASE DATE

DATE	DESCRIPTION
03-12-26	PUD AMENDMENT
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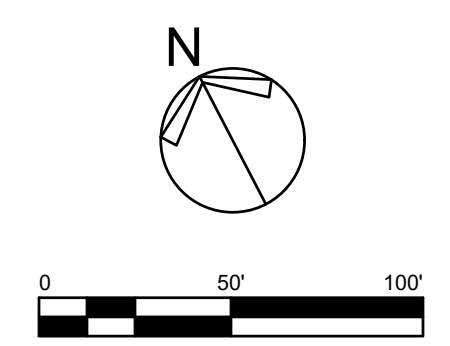
PROJECT

**2212167GR**

SHEET

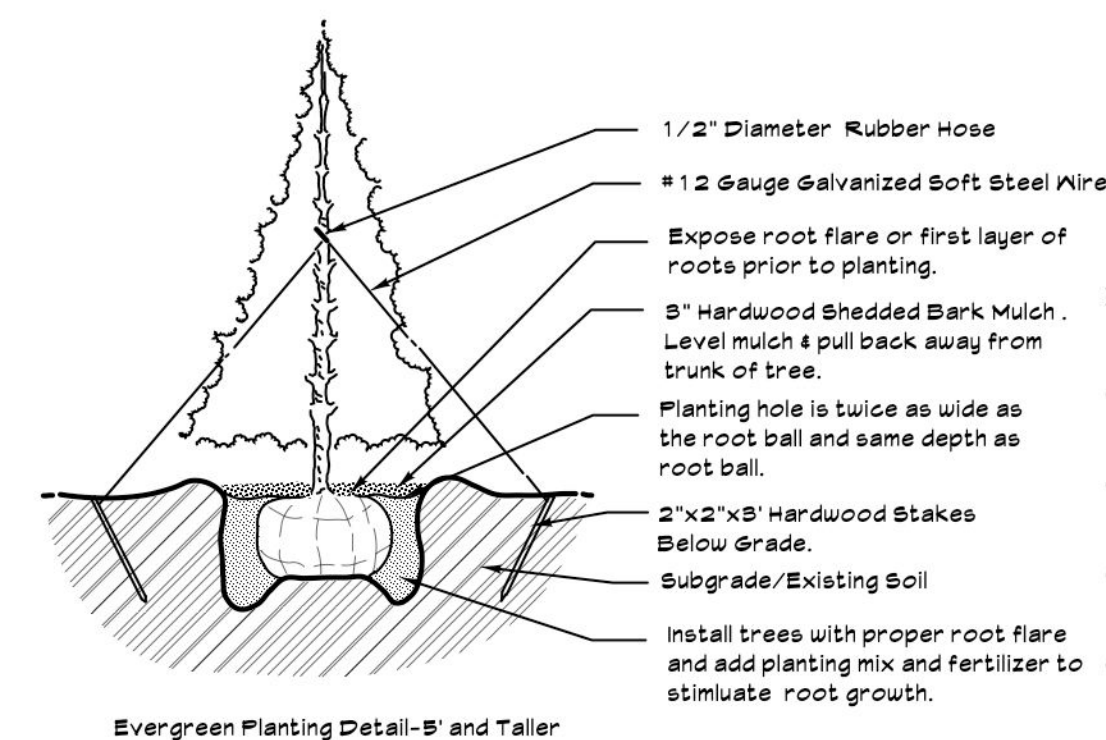
PEDESTRIAN ACCESS WAYS

**C-220**

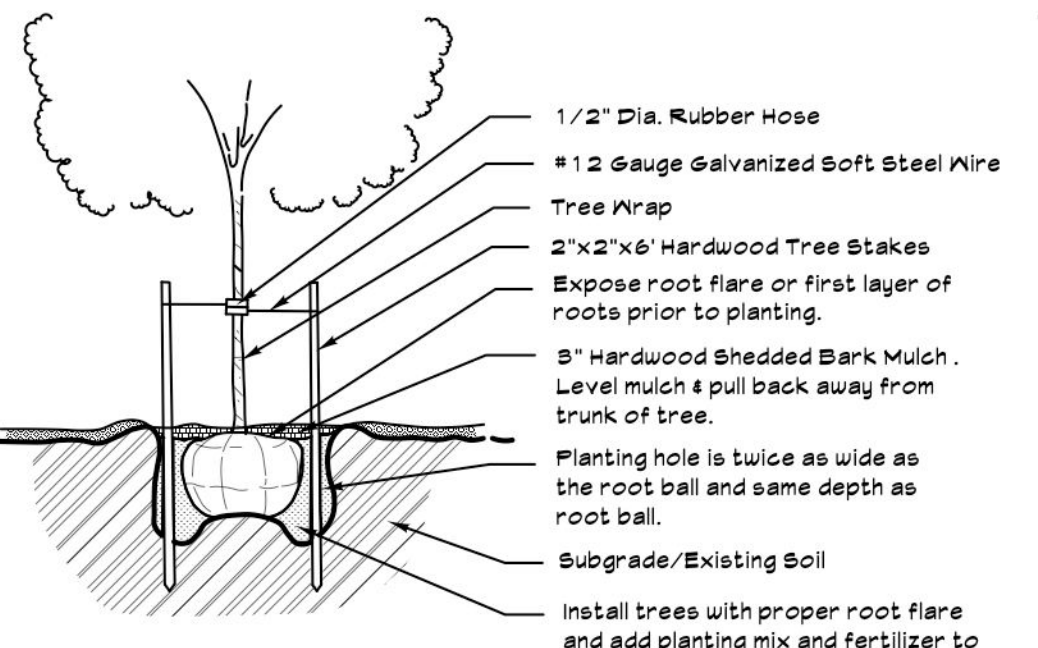


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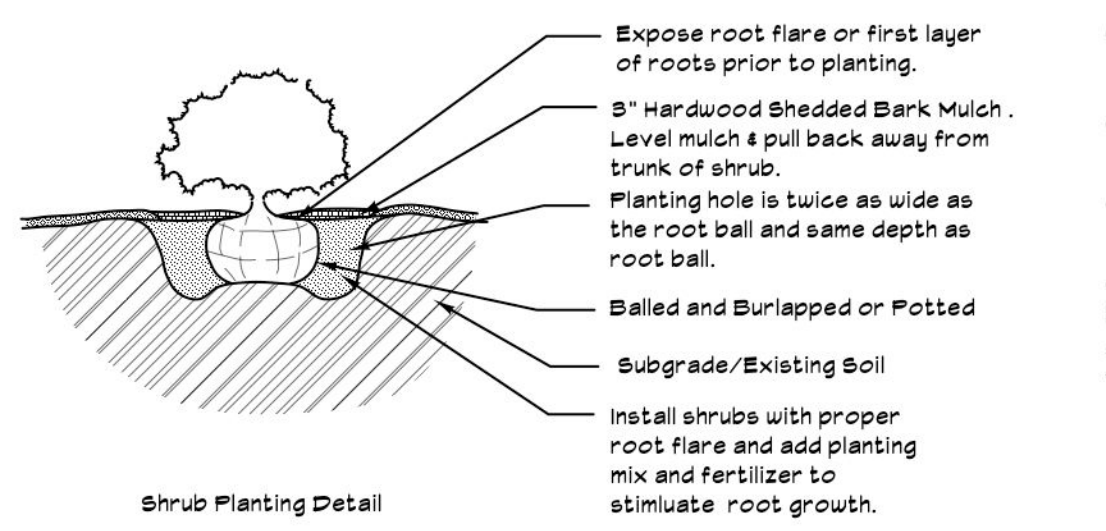
Monday, May-04-2026 at 10:20am 0:1212167GR Harbor 31 - The Meadows Drawings - 2212167GR (Production Sheet) (CD) (10/02/26) - PED Access.dwg jldf



Evergreen Planting Detail- 5' and Taller



Deciduous Trees 5" Caliper and Smaller



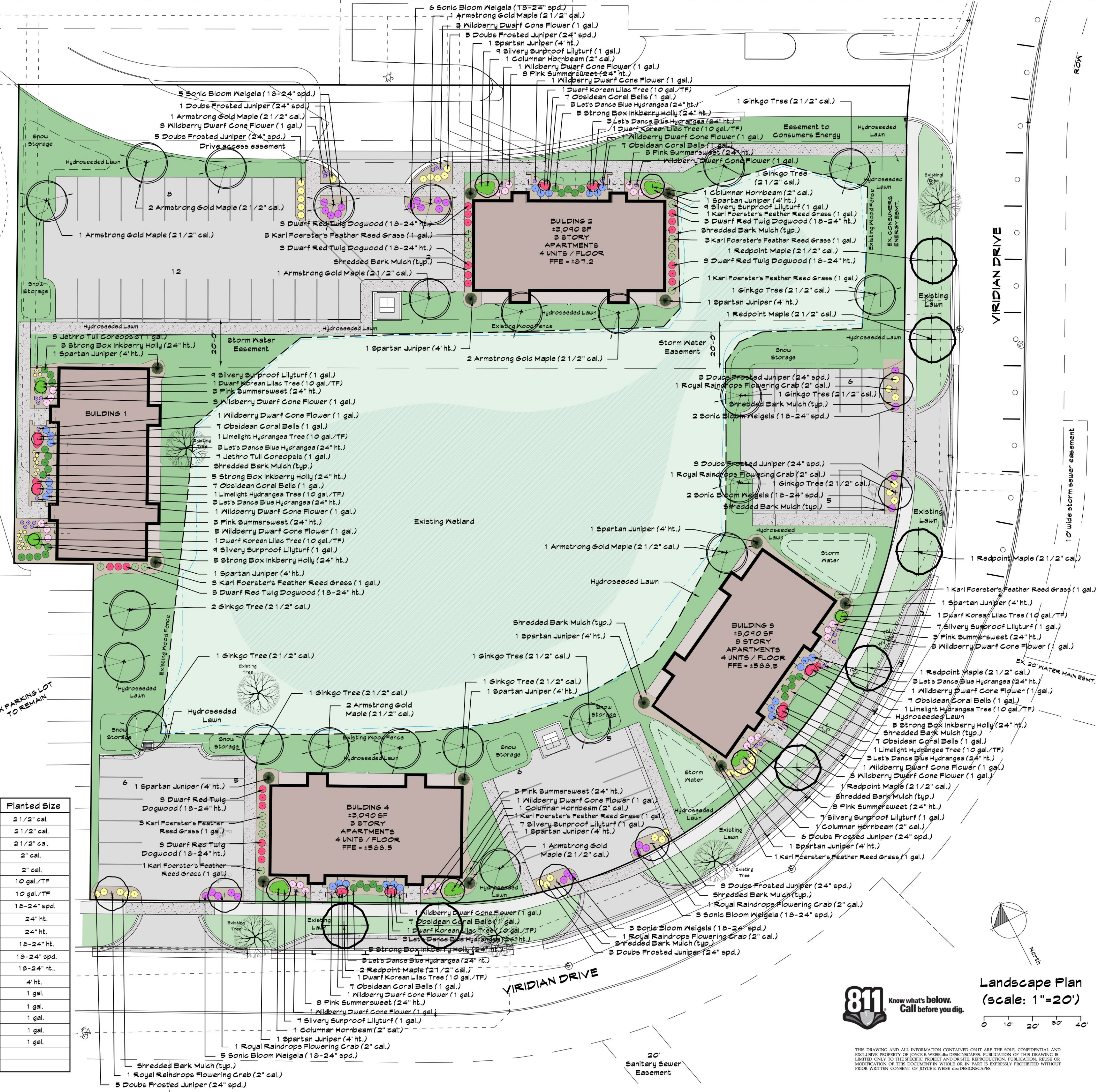
Shrub Planting Detail

**Notes:**

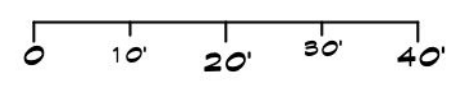
- All landscaping shall be installed by a qualified Landscape Contractor. Plant sizes specified on the landscape plan shall be the size planted. Plants smaller than specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
- All plantings shall be mulched with 3" shredded premium hardwood bark mulch. Trees in lawn areas shall receive a 6" diameter bark ring 3" deep.
- The landscape contractor shall remove any twine that is wrapped around the trunk of a tree or shrub as well as the top third of any burlap. Remove excess soil on the top of the root ball to expose the root flare or first layer of roots prior to planting. Use a wire cutter to make 3-5 cuts in the wire basket to allow roots to grow through.
- Trees and shrubs shall be planted with a planting mixture consisting of 1/3 existing soil, 1/3 topsoil and 1/3 composted manure or peat. When planting trees in the lawn area or on a berm the existing soil within a 10 foot diameter shall be loosened by tilling or similar and amended with composted manure or peat at a depth of 6-12".
- Planting areas shall be edged with a mechanical bed edger to define a border for the shredded bark mulch.
- Parking islands shall be back filled with at least 24" of topsoil. Amend the topsoil with composted manure or peat and mix into the topsoil at a depth of 6-12". Any aggregate or stone from the construction of the parking lot shall be removed prior to backfill.
- Lawn areas shall receive at least 4" of topsoil and hydroseeded. Check with specifications for topsoil availability or contact project manager. Topsoil for lawns shall be appropriate for growing and sustaining a healthy lawn. All lawns shall be hydroseeded with a seed blend consisting of 30% Kentucky Bluegrass, 20% Perennial Ryegrass, 10% Hard Fescue, 20% Creeping Red Fescue and 20% Chewings Fescue.
- All lawn and shrub bed areas shall be watered by an automatic irrigation system. The irrigation system shall be designed and installed by the Landscape Contractor.
- Maintenance of the landscape shall be provided for by the owner and include fertilizing of lawn and plant material, yearly pruning, top dressing of mulch areas every other year and provide 1" of water per week during the growing season.
- Plant materials shall be chosen and installed in accordance with standards recommended by the County Cooperative Extension Service or American Nursery Association.

**Plant List**

Quantity	Common Name	Latin Name	Planted Size
11	Ginkgo Tree	Ginkgo biloba	2 1/2" cal.
12	Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	2 1/2" cal.
7	Redpointe Maple	Acer rubrum 'Frank Jr.'	2 1/2" cal.
5	Columnar Hornbeam	Carpinus betulus 'Frans Fontaine'	2" cal.
4	Royal Raindrops Flowering Crab	Malus 'Royal Raindrops'	2" cal.
6	Limelight Hydrangea Tree	Hydrangea paniculata 'Limelight'	10 gal./TF
6	Dwarf Korean Lilac Tree	Syringa meyeri 'Palibin'	10 gal./TF
26	Sonic Bloom Pink Weigela	Weigela florida 'Soni Bloom'	18-24" spd.
24	Pink Summersweet	Clethra alnifolia 'Ruby Spice'	24" ht.
24	Let's Dance Blue Hydrangea	Hydrangea macophylla 'Let's Dance'	24" ht.
28	Strong Box Inkberry Holly	Ilex glabra 'Strong Box'	18-24" ht.
34	Doubs Frosted Juniper	Juniperus chinensis 'Doubs Frosted'	18-24" spd.
21	Dwarf Red Twig Dogwood	Cornus stolonifera 'Artic Fire'	18-24" ht.
14	Spartan Juniper	Juniperus chinensis 'Spartan'	4" ht.
10	Jethro Tull Coreopsis	Coreopsis 'Jethro Tull'	1 gal.
18	Karl Foerster's Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gal.
56	Obsidian Coral Bells	Heuchera x 'Obsidian'	1 gal.
64	Silvery Sunproof Lilly Turf	Lilippe 'Silvery Sunproof'	1 gal.
31	Wildberry Dwarf Cone Flower	Echinacea purpurea 'Pow Wow Wildberry'	1 gal.



Landscape Plan (scale: 1"=20')



**PARADIGM DESIGN**  
ARCHITECTS | ENGINEERS  
415 Leonard St NW, Suite 200  
Grand Rapids, MI 49504  
(616) 785-5656  
Grand Rapids | Scottsdale  
www.paradigm.com

STATE OF MICHIGAN  
JOYCE E. WEISE  
LANDSCAPE ARCHITECT  
No. 1202  
LANDSCAPE ARCHITECT  
Landscape Plan Drawn By:  
Joyce E. Weise, P.L.A., A.S.L.A.

**PROJECT**  
**THE MEADOWS**

**HARBOR 31 DEVELOPMENT**

MUSKOGON, MICHIGAN

APPLICANT  
**WOLVERINE BUILDING GROUP**

(616) 281-6194  
4045 BARDEN SE  
Grand Rapids MI, 49512

DATE	DESCRIPTION
03-12-26	PUD AMENDMENT
03-27-26	REVISION
05-04-26	REVISION

PROJECT  
**2212167GR**  
SHEET

**LANDSCAPE PLAN**  
**L-101**

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## PUD Amendment Narrative

**Project Name:** The Meadows  
**Project Number:** 2212167GR  
**Date:** March 12, 2026

**Property Address:** 170 Viridian Drive  
**Parcel Number:** 61-24-604-000-0004-00  
**City:** Muskegon, MI  
**Context Area:** Main Street Waterfront (MSW)

### Summary of Requested PUD Amendments

The applicant requests approval of a Planned Unit Development (PUD) amendment to allow flexibility from specific Form-Based Code standards due to significant site constraints created by regulated wetlands. The requested amendments include:

- Allowing multiple principal buildings on a single parcel where only one (1) principal building per lot is otherwise permitted.
- Allowing reduced front yard parking setbacks where strict compliance is not practicable due to environmental constraints.
- Allowing adjusted parking placement and configuration to accommodate required parking while avoiding impacts to regulated wetlands.

All other applicable standards of the approved PUD and the City of Muskegon Form-Based Code are intended to remain in effect.

### Project Description

The applicant requests approval of a Planned Unit Development (PUD) amendment for the property located at 170 Viridian Drive to allow construction of a new residential development consisting of four (4) Large Multi-plex buildings, each containing twelve (12) dwelling units, for a total of 48 units. Each building will be served by an associated off-street parking area.

Based on the City of Muskegon Form-Based Code, the subject parcel is located within the Main Street Waterfront (MSW) Context Area, where Large Multi-plex buildings are permitted by right. The

proposed development complies with the allowed building type and overall intent of the Form-Based Code to encourage residential development in waterfront-adjacent areas.

---

### **Site Constraints and Wetland Impacts**

A large regulated wetland occupies the central portion of the site and significantly limits the amount, location, and configuration of buildable upland area. The presence of the wetland restricts building placement, parking layout, internal circulation, and the ability to subdivide the property into multiple compliant parcels.

As a result, there are limited feasible development options that avoid wetland disturbance. The proposed site plan represents the most reasonable development pattern that preserves regulated natural features while allowing residential use consistent with the Form-Based Code. The requested PUD amendment provides the flexibility necessary to accommodate development while minimizing environmental impacts.

---

### **Parking**

Off-street parking requirements for residential uses are governed by Section 2008.00 – Off-Street Parking Standards of the City of Muskegon Form-Based Code. Under these standards, the maximum off-street parking requirement is one (1) parking space per dwelling unit.

The proposed development includes forty-eight (48) dwelling units. While a maximum of forty-eight (48) off-street parking spaces would be required under Section 2008.00, the applicant proposes Sixty (60) off-street parking spaces, along with fifteen (15) on-street parking spaces, for a total of Seventy five (75) parking spaces serving the development.

In accordance with Section 2007.05 – Public Realm Type Overview, Viridian Drive is classified as a Transitional Street, which supports on-street parallel parking. The proposed on-street parking is consistent with this street classification and is intended to supplement off-street parking in a manner that supports the function of the public realm.

The proposed parking supply is intended to adequately accommodate anticipated residential demand while maintaining safe and functional site circulation. Parking areas are distributed to serve each building and are located to avoid impacts to regulated wetlands. Therefore, the

applicant requests approval of a PUD amendment to allow the proposed parking placement and configuration.

---

### **Multiple Buildings on a Single Lot**

Section 2006.13.5 of the Form-Based Code limits development of Large Multi-plex buildings to one principal building per lot. The proposed development includes four (4) principal buildings on a single parcel.

Subdivision of the property into multiple lots is not feasible due to the centrally located wetland, which prevents the creation of independent, compliant parcels with adequate access, utilities, and buildable area. Maintaining a single parcel allows development to occur only within the limited upland portions of the site and avoids unnecessary wetland disturbance, while still providing a cohesive and orderly residential development consistent with the Form-Based Code.

Therefore, the applicant requests approval of a PUD amendment to allow multiple principal buildings on a single parcel.

---

### **Front Yard Parking Setback**

Parking placement is regulated under Section 2005.07, Section 5.0 – Parking Placement, which restricts parking within the front yard to a minimum of forty (40) feet from the front property line. Due to the wetland constraints on the site, strict compliance with the forty (40)-foot front yard parking setback is not practicable. The wetland significantly limits alternative parking locations and constrains site design. The proposed parking placement represents the most reasonable and minimal departure necessary to accommodate required parking while maintaining functional access, internal circulation, and preservation of regulated natural features.

The intent of the front yard setback standard—to promote orderly development and maintain visual quality along the public realm—is preserved to the greatest extent feasible given the site’s environmental constraints. Therefore, the applicant requests approval of a PUD amendment to allow a reduced front yard parking setback.

---

### **Adjacent GVSU Parking Encroachment and Relocation**

The subject property is adjacent to a Grand Valley State University (GVSU) building. An existing GVSU parking lot currently encroaches onto the subject parcel.

As shown on the submitted site plans, the encroaching parking will be removed and relocated entirely outside of the subject property. This relocation will be completed by others and is not part of the proposed construction. Removal of the encroachment will restore full use of the site in accordance with the proposed development plan.

---

### **Stormwater Management**

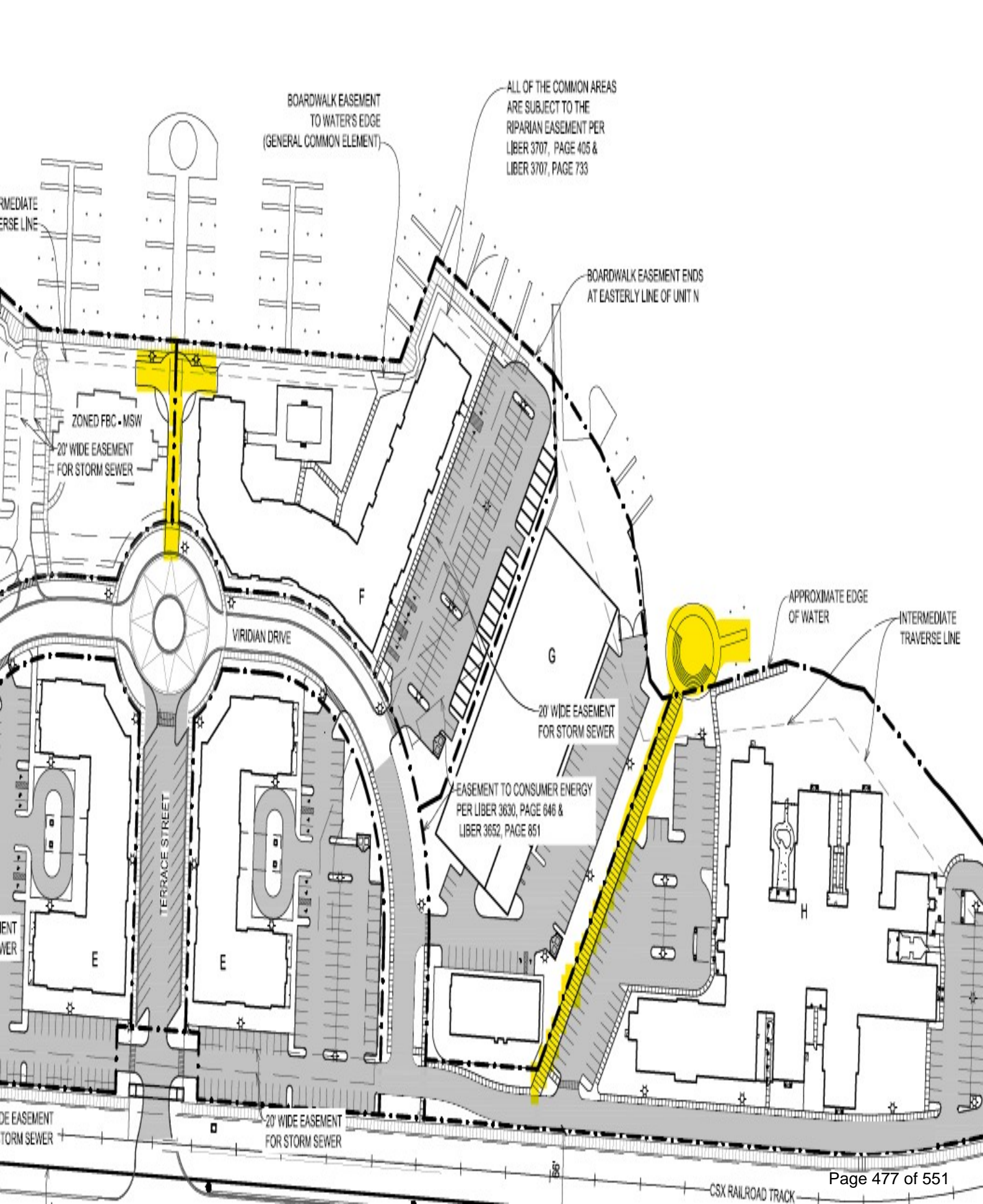
Stormwater management for the subject property will be provided in accordance with the approved Harbor 31 Overall Stormwater Management Plan. Final stormwater design will be completed in coordination with the City of Muskegon Public Works and Engineering Department during the site plan and construction document stages to confirm system capacity, connection points, and any necessary localized improvements. This coordinated approach ensures compliance with City standards while maintaining consistency with the approved Harbor 31 PUD stormwater framework.

---

### **Conclusion**

The proposed PUD amendment meets the City of Muskegon PUD criteria by:

- Providing flexibility where strict ordinance compliance is impractical due to natural features;
- Preserving and avoiding impacts to regulated wetlands;
- Promoting efficient, functional, and orderly site design;
- Remaining compatible with surrounding institutional and mixed-use development; and
- Advancing the general intent and purpose of the zoning ordinance and the City's long-term planning goals.
- For these reasons, the applicant respectfully requests approval of the proposed PUD amendment.



BOARDWALK EASEMENT  
TO WATER'S EDGE  
(GENERAL COMMON ELEMENT)

ALL OF THE COMMON AREAS  
ARE SUBJECT TO THE  
RIPARIAN EASEMENT PER  
LIBER 3707, PAGE 405 &  
LIBER 3707, PAGE 733

BOARDWALK EASEMENT ENDS  
AT EASTERLY LINE OF UNIT N

ZONED FBC - MSW  
20' WIDE EASEMENT  
FOR STORM SEWER

VIRIDIAN DRIVE

TERRACE STREET

20' WIDE EASEMENT  
FOR STORM SEWER

EASEMENT TO CONSUMER ENERGY  
PER LIBER 3630, PAGE 646 &  
LIBER 3652, PAGE 851

APPROXIMATE EDGE  
OF WATER

INTERMEDIATE  
TRAVERSE LINE

20' WIDE EASEMENT  
FOR STORM SEWER

20' WIDE EASEMENT  
FOR STORM SEWER

CSX RAILROAD TRACK







## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Purchase of vacant lot at 1338 Arthur for Future Housing Infill												
<b>Submitted by:</b> Jake Eckholm, Development Services Director	<b>Department:</b> Economic Development												
<b>Brief Summary:</b> This lot is ideal for infill housing and is being offered to the City with a waiver of the Land Bank "5 in 50 Rule" for \$3,500.													
<b>Detailed Summary &amp; Background:</b> This lot is ideal for infill housing and is being offered to the City with a waiver of the Land Bank "5 in 50 Rule" for \$3,500.													
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business													
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>													
<b>Amount Requested:</b> \$3,500	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>							
<b>Fund(s) or Account(s):</b> Housing Fund (447)	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>							
<b>Recommended Motion:</b> Motion to approve the lot purchase agreement as presented for 1338 Arthur and to authorize the Mayor and Clerk to sign.													
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			<b>Name the Policy/Ordinance Followed:</b>  
Immediate Division Head	X												
Information Technology													
Other Division Heads													
Communication													

Legal Review	X		
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## PURCHASE AGREEMENT

**AGREEMENT** between Muskegon County Land Bank Authority (Seller) of 173 E. Apple Ave., Muskegon, Michigan 49442 and City of Muskegon (Buyer) of 933 Terrace St, Muskegon, MI 49440.

The parties to this agreement to convey real estate agree as follows:

**1. SELLER'S DISCLOSURE STATEMENT:** Seller is the Muskegon County Land Bank Authority and is exempt from providing a Seller's Disclosure Statement. Seller has not occupied the property and makes no representation regarding the condition of the property or suitability for any intended use. Seller advises buyer to seek legal counsel before signing any agreement.

**2. PROPERTY DESCRIPTION:** Buyer offers to buy property located in Muskegon County, PN#61-24-205-254-0001-00 commonly known as 1338 Arthur St, Muskegon, MI 49442 and legally described as (see legal description attached as Exhibit A) subject to existing building and use restrictions, zoning ordinances, and easements if any. Seller agrees to grant Buyer at closing the right to make any divisions allowable under Section 108 (2), (3), and (4) of the Michigan Land Division Act.

**3. PRICE:** Buyer offers to buy the property for the sum of Three Thousand Five Hundred Dollars (\$3,500.00).

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

×CASH The full purchase price upon execution and delivery of Quit Claim Deed. Buyer Agrees to provide Seller verification of funds within five (5) days of the date this Agreement is fully executed.

**5. ACCEPTANCE:** Written acceptance of this offer by buyer and seller must be obtained by 5pm on May 15, 2026 or the offer is null and void. Acceptance of the offer constitutes a binding agreement between the Buyer and Seller. Buyer agrees to deposit \$0, into an escrow account set up for the purpose of completing this sale, within 48 hours of the acceptance of the offer as a good faith deposit to apply to the purchase price. If the Buyer defaults under the terms of the contract, any and all monies deposited by Buyer shall be retained by the Seller as liquidated damages. If the Seller defaults under the terms of the contract, the deposit shall be returned to the Buyer in full termination of the agreement.

**6. TERMS:** Buyer will deliver the full purchase price at closing upon execution and subsequent delivery of a Quit Claim Deed by the Seller. Buyer is responsible for obtaining title insurance and any settlement fees.

**7. BUYER'S PURCHASE CONTINGENCIES:** Buyer's obligation is not contingent upon the sale or exchange of any other property by Buyer.

**8. FIXTURES AND IMPROVEMENTS:** All improvements and appurtenances are included in the purchase price including, if there now, the following: all buildings; landscaping; lighting fixtures, shades and bulbs; ceiling fans; drapery, curtains, shades, blinds and hardware; kitchen appliances built-in, including garbage disposal; wall to wall carpeting; attached mirrors, shelves, and workbenches; water softener (unless rented), water heater; sump pump; incinerator; water pump and pressure tank; heating and air conditioning units (window units excluded); attached humidifiers; heating units including wood stoves; fireplace screens, doors, grates, and inserts; liquid heating or cooking units and equipment; and detached storage buildings, and certain other personal property to be agreed upon by Buyer and Seller prior to closing. **Buyer agrees to make any improvements as mandated by local municipality ordinance.**

**9. PROPERTY TAXES AND ASSESSMENTS:** Seller will pay all delinquent taxes prior to closing. **All taxes billed or to be billed in the year of closing will be paid by the buyer.** Buyer agrees to assume the balance of any existing special assessment; and pay any installments, which are due and payable on the property in the year of the closing.

**10. SURVEY:** The Buyer may arrange and pay for a boundary stake survey with improvements and easements showing on the survey. The Buyer shall have the right to terminate this agreement if the survey reports are not acceptable to the Buyer by giving written notice within seven (7) calendar days after this agreement is fully executed.

**11. INSPECTIONS:** The Buyer may arrange and pay for an inspection of the buildings on the property. The Buyer may arrange and pay for inspections for termites or pests, plumbing, heating, venting, air conditioning, electrical, structural, and roof. The Buyer shall have the right to terminate this agreement if the inspection reports are not acceptable to the Buyer by giving written notice within five (5) calendar days after this agreement is fully executed. Buyer agrees that Buyer is not relying on any statement or representation by Seller except as expressly set forth in this agreement. Buyer agrees to accept premises at closing "as-is", if substantially similar to the conditions at inspection. In the event of a loss or casualty to the premises, the Buyer may elect to terminate the agreement by written notice to the Seller.

**12. CLOSING:** Closing will be held on or before June 30, 2026.

**13. POSSESSION:** Seller will maintain the property in its present condition until the completion of the closing of the sale. Physical possession to be delivered to the Buyer at closing. Seller will remove all personal property, with the exception of personal property to be transferred to the Buyer pursuant to Paragraph 7 of this agreement; and make arrangement for final payment of utilities; and deliver all keys to Buyer at the date of delivery. Buyer is responsible for eviction of any occupants.

**14. SUCCESSORS AND ASSIGNEES:** The terms of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the parties.

**15. DISCLOSURES:** The undersigned have read the above information, understand it, and verify that it is correct and accept all the above terms and conditions. Buyer and

Seller acknowledge that they will seek legal, tax, environmental and other appropriate professional advice regarding this transaction. Buyer further agrees that the Buyer is not relying on any representation or statement made by Seller regarding any aspect of the property or the sale transaction, except as expressly set forth in this agreement, or amendment to this agreement. This agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This agreement may be amended only in writing signed by the parties and attached to this agreement. The parties agree that any signed copy of this agreement transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy.

**16. PRIOR OWNER PURCHASE:** In the event of a sale to a prior owner of the property, Buyers acknowledge and agree that, pursuant to the Michigan Supreme Court Opinion in the case of *Rafaeli, LLC v. Oakland County*, Buyers have a vested property right to the surplus proceeds resulting from the tax foreclosure sale of the Property. Buyers freely and voluntarily waive any right, title or interest in or to any surplus proceeds resulting from the tax foreclosure sale of the Property by the Muskegon County Treasurer or the Muskegon County Land Bank Authority. Buyers hereby further agree to indemnify, defend and hold the Muskegon County Land Bank Authority harmless from and against any and all losses, claims, expenses, damages, costs (including attorney fees) and causes of action of any kind which may be brought by Buyers with respect to the surplus proceeds resulting from the tax foreclosure sale of the Property. The waiver indemnification provisions contained in this paragraph shall survive the termination or expiration of this Agreement, and shall not be deemed merged into any deed delivered to Buyers hereunder.

Buyer hereby acknowledges receipt of a copy of this agreement.

Buyer(s):

\_\_\_\_\_

\_\_\_\_\_

Print name as to appear on documents

Print name as to appear on documents

Buyer address: \_\_\_\_\_

Email: \_\_\_\_\_

Buyer phone: \_\_\_\_\_

Date signed: \_\_\_\_\_

Seller hereby acknowledges receipt of a copy of this agreement.

Seller: \_\_\_\_\_

Tony Moulatsiotis, Chairman

Print name as to appear on documents

Seller address: 173 E. Apple Ave., Suite 104

Muskegon, MI 49442

Seller phone: 231-724-6170

Date signed: \_\_\_\_\_

Exhibit A

Legal Description of Property:

The Northerly 84 Feet of Lot 1, Block 254, Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan, Muskegon County Records



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> SafeBuilt Contract Amendment							
<b>Submitted by:</b> Timothy Kozal, Public Safety Director	<b>Department:</b> Public Safety							
<p><b>Brief Summary:</b> Approve two amendments to the SafeBuilt contract:</p> <ol style="list-style-type: none"> <li>1. Liquor license fees and re-inspection fees to be deleted in their entirety.</li> <li>2. Rental program fee schedule change.</li> </ol>								
<p><b>Detailed Summary &amp; Background:</b></p> <ol style="list-style-type: none"> <li>1. Liquor License Fees: 'Liquor License Inspection &amp; Re-Inspection Fees,' is hereby deleted in its entirety</li> <li>2. Rental Program fee schedule: <ul style="list-style-type: none"> <li>• A 3% inflator will be implemented January 01, 2027 and every January 1st thereafter through December 31, 2029.</li> <li>• A rate-opener will be held to determine the rate for years beginning January 01, 2030 and thereafter.</li> <li>• Rental Program Revenue Sharing shall be subject to a 50/50 split for all annual revenue in excess of \$400,000. The City shall retain the first \$400,000 in annual revenue.</li> </ul> </li> </ol>								
<p><b>Goal/Action Item:</b> 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Increase revenue</p>								
<p><b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b></p>								
<p><b>Amount Requested:</b> n/a</p>	<p><b>Budgeted Item:</b></p> <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			

<b>Fund(s) or Account(s):</b> n/a	<b>Budget Amendment Needed:</b> <table border="1"> <tr> <td data-bbox="828 147 971 210">Yes</td> <td data-bbox="971 147 1027 210"></td> <td data-bbox="1027 147 1154 210">No</td> <td data-bbox="1154 147 1211 210"></td> <td data-bbox="1211 147 1338 210">N/A</td> <td data-bbox="1338 147 1395 210">X</td> <td data-bbox="1395 147 1563 210"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			

**Recommended Motion:**  
Motion to approve amended contract

<b>Approvals:</b> <table border="1"> <tr> <td data-bbox="110 384 467 478">Immediate Division Head</td> <td data-bbox="467 384 524 478"></td> <td data-bbox="524 384 812 478"></td> </tr> <tr> <td data-bbox="110 478 467 573">Information Technology</td> <td data-bbox="467 478 524 573"></td> <td data-bbox="524 478 812 573"></td> </tr> <tr> <td data-bbox="110 573 467 636">Other Division Heads</td> <td data-bbox="467 573 524 636"></td> <td data-bbox="524 573 812 636"></td> </tr> <tr> <td data-bbox="110 636 467 688">Communication</td> <td data-bbox="467 636 524 688"></td> <td data-bbox="524 636 812 688"></td> </tr> <tr> <td data-bbox="110 688 467 741">Legal Review</td> <td data-bbox="467 688 524 741">X</td> <td data-bbox="524 688 812 741"></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review	X		<b><u>Name the Policy/Ordinance Followed:</u></b>  
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to the Professional Services Agreement (the "Agreement") is effective May \_\_\_\_, 2026 by and between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **SAFEbuilt Michigan, LLC**, wholly owned subsidiary of SAFEbuilt, LLC, with an address at 444 North Cleveland, Suite 444, Loveland, CO 80537 ("SAFEbuilt"). City and SAFEbuilt are individually referred to as a "Party" and may be collectively referenced as the "Parties."

### AMENDMENT

1. **Liquor License Fees.** Section 2 of Exhibit B to the Agreement, titled 'Liquor License Inspection & Re-Inspection Fees,' is hereby deleted in its entirety.
2. **Rental Program Fee Schedule.** Section 6 of Exhibit B to the Agreement is hereby amended and replaced in its entirety to read as follows:
  - A 3% inflator will be implemented January 01, 2027 and every January 1st thereafter through December 31, 2029.
  - A rate-opener will be held to determine the rate for years beginning January 01, 2030 and thereafter.
  - Rental Program Revenue Sharing shall be subject to a 50/50 split for all annual revenue in excess of \$400,000. The City shall retain the first \$400,000 in annual revenue.
3. **Full Force and Effect.** The Agreement remains in full force and effect except as amended by this First Amendment.
4. **Counterparts, Electronic Signatures.** This Amendment 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 copies and/or electronic signatures shall be considered valid and enforceable.

This First Amendment is effective as of the Effective Date.

[SIGNATURE PAGE ON FOLLOWING PAGE]

[SIGNATURE PAGE]

**CITY –**

CITY OF MUSKEGON, a Michigan  
municipal corporation

By: \_\_\_\_\_

Name: Ken Johnson

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ann Marie Meisch

Title: City Clerk

Date: \_\_\_\_\_

**SAFEbuilt –**

SAFEbuilt Michigan, LLC, a Michigan  
limited liability company

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Agenda Item Review Form

### Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Police Patrol Wage Union Contract Agreement									
<b>Submitted by:</b> Tim Kozal, Public Safety Director	<b>Department:</b> Public Safety									
<b>Brief Summary:</b> Updated wage scale and wage adjustment effective July 1, 2026, for the Muskegon Patrol Union.										
<b>Detailed Summary &amp; Background:</b> The current Patrol Union Contract did not include updated wages for the last two years of the contract, which required discussions with the union to finalize. The City and the Muskegon Patrol Union agreed to a new wage scale and wage adjustment for calendar years 2027 and 2028. These adjustments are set forth in Appendix A. These wage adjustments shall occur on July 1 of each calendar year, starting July 1, 2026 and are built into the FY 2026-27 budget.										
<b>Goal/Action Item:</b> 2027 Goal 1: Destination Community & Quality of Life										
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>										
<b>Amount Requested:</b> n/a	<b>Budgeted Item:</b> <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						
<b>Fund(s) or Account(s):</b> 101-301-703	<b>Budget Amendment Needed:</b> <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						
<b>Recommended Motion:</b> Motion to approve the Memorandum of Agreement between the City of Muskegon and the Fraternal Order of Police Labor Council										
<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads			<b>Name the Policy/Ordinance Followed:</b>  
Immediate Division Head	x									
Information Technology										
Other Division Heads										

Communication		
Legal Review	<b>x</b>	

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memo") effective on May 5th, 2026, by and between the City of Muskegon ("City") and the Fraternal Order of Police Labor Council ("Union") establishes wage adjustments and modifications to the wage scale outlined in Appendix

**BACKGROUND**

- A. City and Union have a labor contract whereby the Union represents all full-time Patrol Officer employees (the "Agreement"). The labor contract is effective January 1, 2022, through December 31, 2028.
  
- B. The City and the Union agreed to a wage reopener for calendar years 2027 and 2028. However, that in lieu of a reopener as contemplated by the Agreement, the City and the Union have agreed to a new wage scale and wage adjustment.

**AGREEMENT**

The Parties agree as follows:

- 1) The City and the Union have agreed to the base wage adjustments and modifications to the wage scale as set forth in the attached Appendix A.
- 2) Notwithstanding the above, the wage adjustments and modifications to the wage scale outlined in Appendix A shall take effect July 1, 2026. For the remainder of the Agreement, all scheduled wage adjustments shall occur on July 1 of each applicable year in lieu of January 1.
- 3) The Parties agree that this Memorandum of Agreement shall supersede the Agreement as to items addressed above. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.
- 4) This Memorandum shall terminate December 31, 2028.

City of Muskegon

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Fraternal Order of Police Labor Council

By: 

Its: FOPLC BUSINESS AGENT

Date: 5/5/26

ANDREW J. PAYNE

**APPENDIX A**

	RECRUIT	START	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	7+ YRS	Night shift/Echo Shift Bonus*#	Specialist/Community Bonus*#
GURRENT	25.00	30.00	33.00	36.00	38.00	39.00	40.00	42.00	\$2,500/year	\$2,500/year
7/1/2026	26.00	32.00	34.00	37.00	39.00	40.00	41.00	43.00	\$2,500/year	\$2,500/year
7/1/2027	27.00	33.00	35.00	38.00	40.00	41.00	42.00	44.00	\$2,500/year	\$2,500/year
7/1/2028	28.00	34.00	36.00	39.00	41.00	42.00	43.00	46.00	\$3,000/year	\$3,000/year

\*Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo

Shifts are paid as contributions to the employee's defined compensation program.

# Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo

Shifts shall be considered FAC compensation for define benefit participants. The Bonuses shall be paid equally in the employees bi-weekly payroll check.

At the Chief's discretion the city may hire new officers at a rate equal to their experience, not inclusive of department seniority.



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Development and Reimbursement Agreement — Encore at Harbor Theatre, 1937 Lakeshore Dr.							
<b>Submitted by:</b> Jocelyn Hines, Development Analyst	<b>Department:</b> Economic Development							
<b>Brief Summary:</b> Lakeside Development Properties, LLC is seeking approval of the development and reimbursement agreement for their Encore at Harbor Theatre, 1937 Lakeshore Dr. project.								
<b>Detailed Summary &amp; Background:</b> The draft development and reimbursement agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2052, or until all eligible activities have been reimbursed through tax increment financing (TIF) capture, whichever occurs first.  The Brownfield Plan Amendment was approved by the BRA on April 14, 2026, and the development and reimbursement agreement was approved on May 12, 2026.  The development and reimbursement agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement.								
<b>Goal/Action Item:</b> 2027 Goal 2: Economic Development Housing and Business								
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>								
<b>Amount Requested:</b> N/A	<b>Budgeted Item:</b> <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%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Fund(s) or Account(s):</b> N/A	<b>Budget Amendment Needed:</b> <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%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>Recommended Motion:</b> I move to approve the development and reimbursement agreement as presented and to authorize the Mayor and City Clerk to sign.								
<b>Approvals:</b>	<b>Name the Policy/Ordinance Followed:</b> Public Act 381 of 1996, as amended							

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

## **BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on \_\_\_\_\_, 2026, between the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), and **LAKESIDE DEVELOPMENT PROPERTIES, LLC** a Michigan limited liability company, whose address is 3597 Henry Street, Suite 200, Muskegon, Michigan 49441 (the "Developer").

### **RECITALS**

- A. The Authority was created by the City of Muskegon (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City of Muskegon Board of Commissioners (the "Brownfield Plan").
- B. The Developer owns approximately 0.21 acres of property in the City of Muskegon at street addresses 1937 Lakeshore Drive, Muskegon, Muskegon County, Michigan (the "Property"), which is legally described in the attached Brownfield Plan Amendment (the "Plan Amendment") attached as Exhibit A, and which is a "housing property" as defined in Act 381.
- C. The Plan Amendment was recommended for approval by the MBRA on April 14, 2026, and approved by the City of Muskegon Board of Commissioners on May 12, 2026.
- D. The Developer proposes to repurpose the existing structure into a three-story, mixed-use building including lower-level commercial space and integrated parking with upper levels comprised of 11 owner-occupied, market rate residential units. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, otherwise enhancing the economic vitality and quality of life in the County.
- E. Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").
- F. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with building demolition, infrastructure improvements to support housing activities, Plan Amendment preparation and development, and Plan Amendment implementation, all as defined in the Plan Amendment.

- G. The Authority has incurred and will incur certain eligible administrative expenses associated with the Plan Amendment (the “Administrative Costs”), for which it seeks reimbursement from Local Tax Increment Revenue (“Local TIR”), including Plan Amendment implementation.
- H. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Local TIR (as defined below), additional tax increment revenues will be deposited into the local brownfield revolving fund for up to five full years, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than five years after the time that capture is required to pay the Eligible Costs.
- I. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the Local TIR that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the “Tax Increment Revenues”) to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs and to fund a local brownfield revolving fund pursuant to Act 381.
- J. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

## Terms and Conditions

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

1. **Capture of Taxes:** During the Term of this Agreement, the Authority shall capture only those Tax Increment Revenues that are lawfully eligible for capture under Act 381 and that are specifically authorized for capture in the Brownfield Plan and any approved Plan Amendment for the Property ~~all available Tax Increment Revenues from the Property~~ and use those Tax Increment Revenues as provided in this Agreement.

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

(a) a written statement detailing the costs;

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

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

(d) copy of occupancy permit

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

3. **Payments:**

- a. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs actually paid by the Developer. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to 5% of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects. After retention of such Local TIR, Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however*, if Developer has not paid any applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to

Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after the 22-year Developer reimbursement period. Tax Increment Revenues shall be distributed according to the Cost Table included as Exhibit B.

- b. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within 30 days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer or to December 31, 2048, whichever occurs first.
- c. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, including but not limited to fraud, misrepresentation, use of funds for ineligible costs, failure to complete the Project as approved, the Authority is required to reimburse any Tax Increment Revenues to the County, City, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the

amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

4. **Reporting:**

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

1. Total investment and new capital investment since the prior year's report.
2. Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
3. New jobs created.
4. Total number of housing units.
5. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the Muskegon County Treasurer.

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

6. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*,

any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

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

8. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid or DATE.

8.9.

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

**CITY OF MUSKEGON BROWNFIELD  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_

By:

Its:

**CITY OF MUSKEGON**

\_\_\_\_\_

By:

Its:

\_\_\_\_\_

By:

Its:

**LAKESIDE DEVELOPMENT PROPERTIES, LLC**

\_\_\_\_\_

By:

Its:



**EXHIBIT A**

**Brownfield Plan Amendment**

DRAFT

## EXHIBIT B

### Financial Consideration Between the Parties

Summary of approved Eligible Costs

Eligible Activities	Cost
<b>To the Authority</b>	<b>\$62,265</b>
Administration (5%)	\$62,265
<b>To the Developer</b>	<b>\$823,500</b>
Local	\$823,500
<b>To Brownfield Revolving Funds</b>	<b>\$359,526</b>
Local	\$359,526
<b>Total approved costs</b>	<b>\$1,245,291</b>
Local TIR	\$1,245,291



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Muskegon Farmers Market Grant & Professional Services Authorization
<b>Submitted by:</b> Ann Meisch, City Clerk	<b>Department:</b> City Clerk
<b>Brief Summary:</b> Staff is seeking approval to accept a state grant in the amount of \$481,267 from the MI Department of Agriculture and Rural Development (MDARD) as well as approval of a Professional Services Authorization for the renovation and expansion of the Muskegon Farmers Market (MFM).	
<b>Detailed Summary &amp; Background:</b> The city recently received a state grant from MDARD in the amount of \$481,267 for the expansion of Kitchen 242 as well as expansion of the barn at the Muskegon Farmers Market (MFM). Kitchen 242 is a licensed shared-use commercial kitchen that supports food entrepreneurs, value-added producers, and farmers. It is a critical link between local agriculture and affordable food access. The initial phase of the project would include using approximately \$231,267 of the grant to increase the commercial kitchen capacity to support additional food entrepreneurs, year-round production, and small business growth. The second phase of the project would include utilizing \$250,000 of the grant to begin expansion efforts of the barn to offer year-round food access. The expectation is that this renovation and expansion will allow for increased winter capacity, additional vendor stalls, and enhanced programming space. This is the largest capital component and would proceed as additional funding sources are secured.  State grant funds must be spent by 12/31/27. The total project cost will be finalized as design and bidding are completed. Preliminary estimates are \$1.5-2M. The MDARD grant provides approximately a third of the funding. A community capital campaign will be conducted to secure the balance. Staff has worked with Integrated Architecture to develop a Professional Services Authorization Agreement to develop this full project scope of work. The professional services would be paid using the grant funds.  The Muskegon Farmers Market (MFM) has always served as a cornerstone of food access, local economic development, and community connection in Muskegon County. The City of Muskegon is appreciative that these state funds will support 100+ food-based small businesses annually; drive substantial seasonal foot traffic to downtown Muskegon; circulate federal nutrition assistance dollars directly to local farmers; serve as an entry point for emerging food entrepreneurs; and strengthen the West Michigan regional food system.	
<b>Goal/Action Item:</b> 2027 Goal 1: Destination Community & Quality of Life	
<b>Is this a repeat item?:</b> <b>Explain what change has been made to justify bringing it back to Commission:</b>	

<b>Amount Requested:</b> \$65,000 to Integrated Architecture,	<b>Budgeted Item:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
<b>Fund(s) or Account(s):</b> 252-808-801	<b>Budget Amendment Needed:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%; text-align: center;">X</td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				

**Recommended Motion:**  
 I move to accept the state MDARD grant funding in the amount of \$481,267, and authorize the City Clerk to sign the Professional Service Authorization Agreement.

<b>Approvals:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review	X		<b><u>Name the Policy/Ordinance Followed:</u></b>  
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

**Grant Agreement**  
**Regarding the**  
**Farmers Market and Kitchen Expansion**  
**Between the**  
**Michigan Department of Agriculture and Rural Development**  
**and**  
**City of Muskegon**

**Michigan Department of Agriculture and Rural Development  
Farmers Market and Kitchen Expansion**

By authority granted under Act No. 22 of the Public Acts of 2025, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the City of Muskegon (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The total amount of grant assistance hereby offered is \$481,267.

The grant shall be effective from April 8, 2026, through December 31, 2027.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

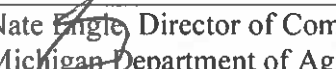
Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this 17 day of April, 2026

*Peter Wills*

\_\_\_\_\_  
Peter Wills, Director of Government Relations & Strategic Operations  
City of Muskegon

Dated this 17<sup>th</sup> day of April, 2026

  
\_\_\_\_\_  
Nate Engle, Director of Community Engagement  
Michigan Department of Agriculture and Rural Development

Michigan Department of Agriculture and Rural Development  
Grant Agreement

**TITLE:** Farmers Market and Kitchen Expansion

**GRANTEE/ADDRESS:** Peter Wills  
City of Muskegon  
933 Terrace St.  
Muskegon, Michigan 49440-1348  
Phone: 517-896-5935  
E-mail: [peter.wills@shorelinecity.com](mailto:peter.wills@shorelinecity.com)

**GRANT ADMINISTRATOR/  
ADDRESS:** Tracey Barnes  
Michigan Department of Agriculture and Rural  
Development  
Food and Agriculture Business Development  
P.O. Box 30017  
Lansing, Michigan 48909  
Phone: (517) 388-4540  
E-Mail: [barnest5@michigan.gov](mailto:barnest5@michigan.gov)

**TOTAL AUTHORIZED  
BUDGET:** \$ 481,267.00

**GRANT NUMBER:** 26\*2679

**SIGMA VENDOR ID:** CV0047621

**SIGMA ADDRESS CODE:** 004

**ACCOUNTING TEMPLATE:** 7918EDFA

**FUNCTION CODE:** 8FMKEP

## **I. GENERAL TERMS AND CONDITIONS**

### **1. Record Retention**

Grantee shall retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

### **2. Procurement**

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

### **3. Grant Changes**

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

### **D. Regulation Compliance**

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

### **E. Non-Discrimination Clause**

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with

Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant may be regarded as default under Section P and grounds for cancelling the Grant Agreement.

**F. Unfair Labor Practices**

The Grantee shall abide by Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*

**G. Liability Insurance**

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

**H. Indemnification**

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

**I. Use of Material**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

**J. Assignability**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

**K. Iran Sanctions Act**

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

**L. Subcontracts**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

**M. Anti-Lobbying**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

**N. Conflict of Interest**

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

**O. Cancellation**

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

**P. Closeout**

(A) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(B) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

**Q. Electronic Funds Transfer**

Payments under this Agreement are encouraged to be processed by Electronic Funds Transfer (EFT). The Grantee can register to receive payments by EFT at the SIGMA Vendor Self Service web site ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS))

## **R. Freedom of Information**

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

## **II. SPECIAL TERMS AND CONDITIONS**

### **A. Statement of Purpose**

The Muskegon Farmers Market (MFM) is a cornerstone of food access, local economic development, and community connection in Muskegon County. MFM was moved to its current location (on 4 acres of prime real estate in downtown Muskegon) eleven years ago through a public-private partnership funded capital campaign that raised \$4 million, demonstrating strong community support and confidence in MFM's mission.

Through its central location, transit accessibility, and robust nutrition incentive programs, MFM reduces barriers to healthy food access while keeping food dollars circulating locally. Since relocating to its current downtown location in 2014, MFM has grown into one of Michigan's most successful farmers markets, serving between 6,000–8,000 visitors on peak summer Saturdays and approximately 1,000 visitors during Winter Market Saturdays.

In 2025 MFM hosted 38 farmers selling fresh produce and meat, along with 48 additional food artisans and prepared food vendors in 170 stalls. Of the 38 farmers, 12 were based in Muskegon County. The remaining farmers represented a strong regional footprint: Kent County (8), Mason (3), Newaygo (2), Mecosta (1), Oceana (7), and Ottawa (5). This regional sourcing model reinforces MFM's role as a critical aggregation hub for West Michigan agricultural producers while ensuring Muskegon County residents have direct access to locally grown food.

Most farmers occupy multiple stalls to accommodate high product volume. While individual vendors do not consistently track total food volume brought to market, sustained vendor retention, stall utilization, and repeat participation serve as strong indicators of MFM's sales viability and economic benefit.

The MFM is a major access point for SNAP/EBT and Double Up Food Bucks in our region. In 2025, combined EBT and Double Up Food Bucks redemptions at the market represented a significant share of overall market activity, demonstrating strong demand for affordable, locally grown and produced food among Muskegon County residents.

MFM plays an important role in:

- Strengthening wholesale and institutional food purchasing relationships within the community.
- Ensuring more dollars, including federal nutrition dollars, remain in the local economy, supporting farm viability, related supply chains, and community-based employment.
- Increasing food security among vulnerable community members such as low-income households, seniors, and families with children.
- Providing educational opportunities for local schools and training programs to improve nutrition, support entrepreneurship, and strengthen local food supply chains.

In addition to the traditional farmers market, MFM houses Kitchen 242, a licensed, shared-use commercial kitchen that links local agriculture and affordable food access. Kitchen 242 is a critical driver of food entrepreneurship and economic mobility in Muskegon County. It allows emerging food businesses to test products, refine their offerings, build brand recognition, and develop a loyal customer base before scaling into permanent brick-and-mortar locations or advancing to their next stage of growth. Currently, 20 small food businesses operate from Kitchen 242 today. Over the past 10 years, numerous graduates have transitioned into independent retail and production spaces.

**While MFM's success is clear, the current space constrains MFM's growth and prevents scaling the impact it can have on food security, nutrition, and agricultural prosperity in our community.** For instance, the barn can accommodate approximately 30 vendors, but weekly demand consistently exceeds capacity. MFM turned away at least 10 vendors for the winter market due to space constraints alone, and vendors continue to make additional requests for space.

In addition, MFM reduces educational programming during the months of December through April when the barn is fully occupied by vendors on market days, leaving no space for nutrition education activities or food demonstrations. The lack of flexible and dedicated space limits both the number of participants we can serve and the depth of programming we can offer.

Similarly, Kitchen 242's growth has stretched the facility's capacity beyond its limits. Freezer and cooler space are regularly full to over-filled most of the year, and MFM has had to provide auxiliary cold storage. Moreover, crowding and the current kitchen layout create several operational inefficiencies that affect daily use, food safety, and overall program impact. Limited cooler, freezer, and dry storage space forces kitchen users to constantly move products to access their own ingredients, slowing production and increasing the risk of temperature control lapses. The current MFM accommodates 20 food businesses, and Kitchen 242 regularly has to turn away new food entrepreneurs because of these capacity constraints and food safety risks.

### **MFM Need for Expansion**

To meet rising demand for affordable, healthy food and to remove capacity constraints that limit MFM and Kitchen 242's impact, the MFM proposes a \$1.5 million expansion of the market's barn facility and Kitchen 242, of which MFM requests \$481,267 from the Michigan Department of Agriculture. MFM plans to launch a private capital campaign to fully fund the expansion (see Section II.C. Budget). The overall expansion will directly support local farmers, food entrepreneurs, and consumers while maximizing the impact of current EBT and incentive programs by:

- Enabling MFM to meet documented vendor demand for larger space for year-round sales of agricultural producers and food entrepreneurs.
- Increasing Kitchen 242's ability to accommodate more food entrepreneurs grow their food production and strengthen the MFM's role as an economic and food access hub.

**MFM expansion aligns with several other community development opportunities that will complement the expansion's impact and vice versa.** The proposed market expansion will serve as a catalyst for increased pedestrian activity in the downtown core by strengthening access to fresh food in a highly walkable, transit-connected area. Located near the MATS transit system and in a neighborhood currently lacking a full-service grocery store, the market is uniquely positioned to meet daily food needs while drawing consistent foot traffic.

This investment also complements multiple affordable housing developments completed or underway within blocks of MFM—adding more than 140 new housing units to the downtown. As new residents move into the area, the expanded market will play a critical role in supporting food security, neighborhood vitality, and a more active, connected downtown. This accessibility increases customer reliability and makes the market an attractive sales outlet for food vendors.

Completing the MFM expansion could dovetail with the City of Muskegon's early-stage plans for establishing a food co-op to improve the community's access to healthy foods and farmers' access to local markets—a separate initiative not part of this grant.

As the market plans for its next phase of expansion, MFM anticipates again seeking public investment to help offset construction costs, while also leveraging general fund resources and increased revenue generated by additional vendors to support ongoing operations and maintenance. This blended funding approach reflects a sustainable model that combines public support with earned revenue to ensure long-term financial stability.

### **Conclusion**

The expansion of MFM and Kitchen 242 is a strategic, high-impact investment in food security, local agriculture, and community well-being. By addressing infrastructure limitations, the project will significantly increase year-round access to healthy, affordable food for Muskegon County residents—particularly those most vulnerable to food insecurity.

With proven leadership in nutrition incentive programs and strong community demand, MFM is uniquely positioned to leverage MDARD support to deliver lasting, measurable outcomes for families, seniors, farmers, and food entrepreneurs.

## **B. Statement of Work**

### **1. Expansion of Kitchen 242 (\$231,267)**

MFM shall expand commercial kitchen capacity to support 8 to 20 additional food entrepreneurs, year-round production, small business growth, non-profit nutrition programming, and other events that benefit the community and Michigan agriculture. Improvements shall include but not be limited to increasing and improving cold and dry storage capacity, reconfiguring the kitchen to improve food safety and efficiency, and relocating the garage. The kitchen expansion shall be a separable project able to proceed independently from other facility improvements.

### **2. Barn Expansion (\$250,000)**

MFM shall increase capacity of vendor stalls to accommodate up to XX farmers and food entrepreneurs in support of the local economy and agriculture. In addition, MFM shall undertake to improve the function and aesthetics of the Barn space to attract customers and improve shopping experiences that drive value for MFM farmers and food vendors, increase local utilization of federal nutrition funding, and expand access to healthy food in Muskegon and the region. MFM shall undertake improvements to the barn to accommodate non-market day rentals that increase revenue and sustainability of MFM's support for local food and agriculture.

### **3. Capital Campaign**

MFM shall raise the additional funds necessary to complete the following complementary improvements to the existing facilities:

- Restroom expansion (\$212,677)
- Additional improvements to barn capacity (\$785,580)

### **4. Construction Phasing Plan & Contingency Approach**

MFM shall approach construction in phases to ensure responsible financial stewardship and flexibility given the various funding sources for overall facility improvements. MFM shall mitigate the risk of incomplete work by funding projects as funding becomes available, without compromising the integrity of the overall project.

### **5. Monitoring and Evaluation**

MFM shall monitor and evaluate the progress toward completing the construction milestones of the project and report to MDARD in accordance with reporting requirements at Section F. Included in this reporting, MFM shall assess and report risks to cost, schedule, and performance of all construction and capital fundraising as well as MFM's risk mitigation plans. MFM shall also report projected impacts to

increased number of farm vendors, food vendors, educational impacts, MFM revenue generation, and other impacts MFM identifies.

**C. Budget**

This is a cost reimbursement-based grant funded by state general funds.

<u>Description</u>	<u>Source</u>	<u>Total Cost</u>
Phase 1: Kitchen Expansion	MDARD	\$ 231,267
Phase 1: Initial Barn Improvements	MDARD	\$ 250,000
Phase 2: Restroom & Kitchenette Expansion	Capital Campaign	\$ 212,677
Phase 3: Final Barn Improvements	Capital Campaign	\$ 785,580
<b>TOTAL</b>		<b>\$ 1,479,524</b>

**D. Payment Schedule**

Payments will not be made until reports have been received by the Grant Administrator as required in Section II-G. Grantee’s invoice must include a reconciliation of actual expenses incurred and all supporting documentation during the reporting period for reimbursement.

Monthly reimbursement requests will be considered on an as-needed basis and must be discussed and agreed upon by all parties prior to the request. A monthly billing cadence must be agreed to at least 45 days prior to the change from a quarterly to monthly payment schedule.

**E. Audit**

The project will be subject to audit by the State who may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

**F. Reporting**

Grantor and grantee agree to communicate on a frequent basis about grant implementation, coordination with larger grantor objectives, and other related matters through in-person meetings, phone calls, Zoom and Teams calls, at events, and via email as needed.

Reports are due to the grant administrator per the following schedule:

<b>Report</b>	<b>Deadline</b>
FY26 Q3 Report (April - June)	July 15, 2026
FY26 Q4 Report (July - September)/Fiscal Year Closeout*	October 15, 2026

FY27 Q1 Report (October - December)	January 15, 2027
FY27 Q2 Report (January - March)	April 15, 2027
FY27 Q3 Report (April - June)	July 15, 2027
FY27 Q4 Report (July - September)/Fiscal Year Closeout**	October 15, 2027
FY28 Q1/Final Report (October - December)	January 15, 2028

At a minimum, each report shall contain an invoice and:

- a. A narrative explaining the status of the goals, objectives, and milestones outlined in the proposal, as well as cost, schedule, and performance risks and mitigation actions as described in section II.B.5.
- b. A financial summary as compared to the budget submitted. Summary must include a reconciliation of actual expenses incurred during the reporting period for reimbursement and all supporting documentation (vendor invoices, payment receipts, payroll detail, etc.).

**G. Additional Information**

\*By **September 15, 2026**, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2026. This is in advance of the Q4 reporting deadline to accommodate the state’s fiscal year end closing process.

\*\*By **September 15, 2027**, Grantee shall submit an estimated billing for expenditures incurred and not reimbursed for in the fiscal year ending September 30, 2027. This is in advance of the Q4 reporting deadline to accommodate the state’s fiscal year end closing process.



# PROFESSIONAL SERVICES AUTHORIZATION

Date 30 April 2026  
Client City of Muskegon, Ms. Ann Marie Meisch, MMC, City Clerk, [ann.meisch@shorelinecity.com](mailto:ann.meisch@shorelinecity.com)  
Architect Integrated Architecture, 840 Ottawa Avenue NW, Grand Rapids, Michigan 49503

**Project** Muskegon Farmers Market Renovation + Addition  
IA Project 20250503  
Authorization 002

This form authorizes Integrated Architecture to provide professional services on the above-mentioned project. Such services shall be performed within the guidelines described below.

## 1. PROJECT TITLE TO BE USED

Muskegon Farmers Market Renovation + Addition

## 2. SCOPE OF WORK TO INCLUDE

Work effort and associated costs for project is based on Concept Design prepared by IA which includes interior renovations, 520sf garage expansion, cooler/freezer area renovations, as well as TBD extended scope of work that is to be determined. Construction Documentation will be completed in BIM format.

We understand that the scope of work and related professional services in Step 2b is undetermined. We have suggested hourly allowances to assist the City with optimizing the remaining grant funds for use in various building improvements at the City's discretion.

Hourly CA services may include effort for architectural and structural shop drawings, submittals, RFI's, on-site progress review meetings, punch list/closeout walkthrough, attendance at OACM meetings. CA excludes 3rd party Design Review, Inspections and Functional Performance Testing/Commissioning as may be necessary to meet energy code requirements (assumed direct with contractor).

## 3. METHOD OF COMPENSATION/BUDGET

- Fixed Fee for Defined Scope of Work:  
**Implementation Phase 1 | Garage + Freezer/Cooler:**
  - Architectural IA \$24,000.00
  - Structural Engineering JDH \$5,000.00
  - MEP Engineering E3M \$8,500.00
  - Civil Engineering
    - Topographical Survey F&V \$4,200.00
    - Construction Documents F&V \$5,200.00
  - Contractor Selection Assistance IA (Allowance) \$2,000.00
  
- Hourly Allowance for Defined Scope of Work:  
**Conceptual Design & Fundraising Graphic Support:**
  - Architectural IA (Allowance) \$10,000.00
  
- Hourly Allowance for Defined Scope of Work:  
**Construction Administration** Hourly

Reimbursable expenses include, but are not limited to, municipal fees, printing, renderings, telephone, travel, and postage charges. We recommend an allowance of \$1,500 for expenses such as these. These costs are in addition to Basic Services and reimbursable to Integrated Architecture. Reimbursable expenses will be billed at direct expenses plus 10% (consultants fee x 1.10).

#### 4. ADDITIONAL PROVISIONS

- If modifications to previously issued Concept, Bidding, Permitting or Construction Documents are requested by Owner or Construction Manager to mitigate cost increases and/or lead-time impacts, the Architect will perform the work as an additional service.
- Coordination with Design/Build contractors under separate contract with owner/contractor, occurring after the issuance of permit documents, will be performed on an hourly basis in addition to the professional services costs indicated.
- The Architect commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Architect from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
- The Architect shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents of employees of any of them. The Architect does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus 10% (consultants fee x 1.10).
- Instruments of Service: Drawings, specifications, and other documents, including those in electronic format, prepared by the Architect and the Architect's direct consultants, are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- Terms of Payment: Payments are due and payable 30 (thirty) days from the date of the Architect's invoice. Amounts unpaid 45 (forty-five) days after the invoice date shall bear interest at the rate of 1.5% per month or maximum legal rate, whichever is less, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
- Risk Allocation Limitations: Integrated Architecture's liability for any and all claims, including but not limited to, those claims arising out of the Architect's professional services; negligence; professional errors or omissions; strict liability; breach of contract or warranty, expressed or implied; gross misconduct; or misrepresentations shall be limited to the amount of our fee paid for services performed on that particular project under this agreement.
- Excludes: landscape design, geotechnical, environmental, AV/IT/Low-Voltage/Security/Fire Protection system design and engineering, food service design, deep foundation engineering, plan review/permit fees, additional effort for multiple/early bid packages, FF&E, sustainability certifications, revisions to documents for value engineering or cost-savings revisions following the issuance of construction documents, as-built construction documents, cost estimation.

#### 5. FORM OF AGREEMENT

- This authorization, signed by both parties, will serve as a mutual agreement to the terms defined above.

**6. CONTRACT SUMMARY**

Professional Services Authorization 001 dated 13 May 2025	\$ 5,000.00	Stipulated Sum, plus reimbursable expenses
<b>Professional Services Authorization 002 – Fixed Fee</b>	\$ 48,900.00	Fixed Fee, plus reimbursable expenses
<b>Professional Services Authorization 002 – Hourly Allowance</b>	\$ 10,000.00	Hourly Allowance, plus reimbursable expenses

*Prompt written notice is required if the services indicated are not needed.*

**PROPOSED BY (Architect):**

**AUTHORIZATION GIVEN BY (Client):**

\_\_\_\_\_  
*Integrated Architecture Signature*

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
Scott Vyn, Design Principal  
*(Printed Name and Title)*

\_\_\_\_\_  
*(Printed Name and Title)*

\_\_\_\_\_  
*(Contract Date)*

\_\_\_\_\_  
*(Date)*

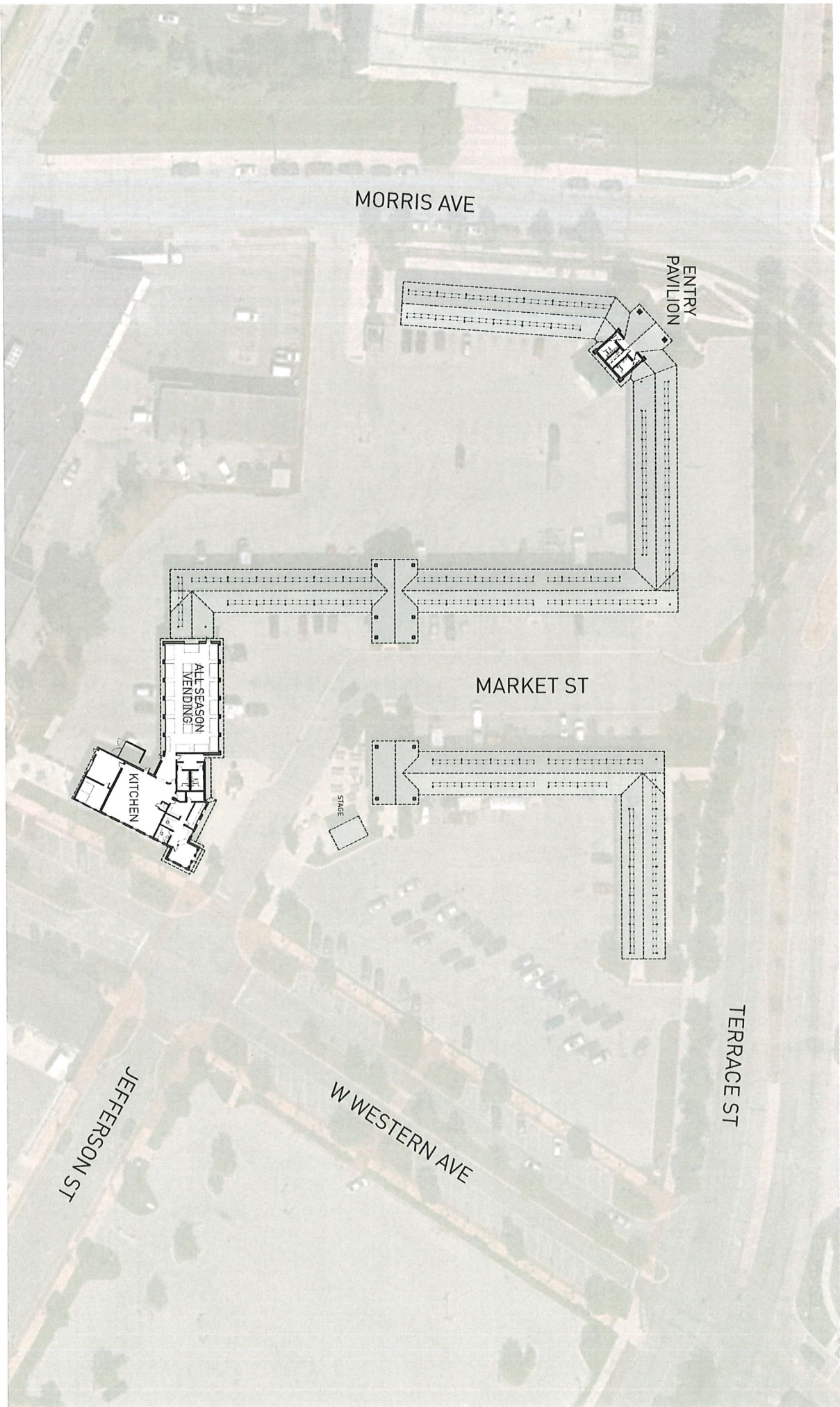
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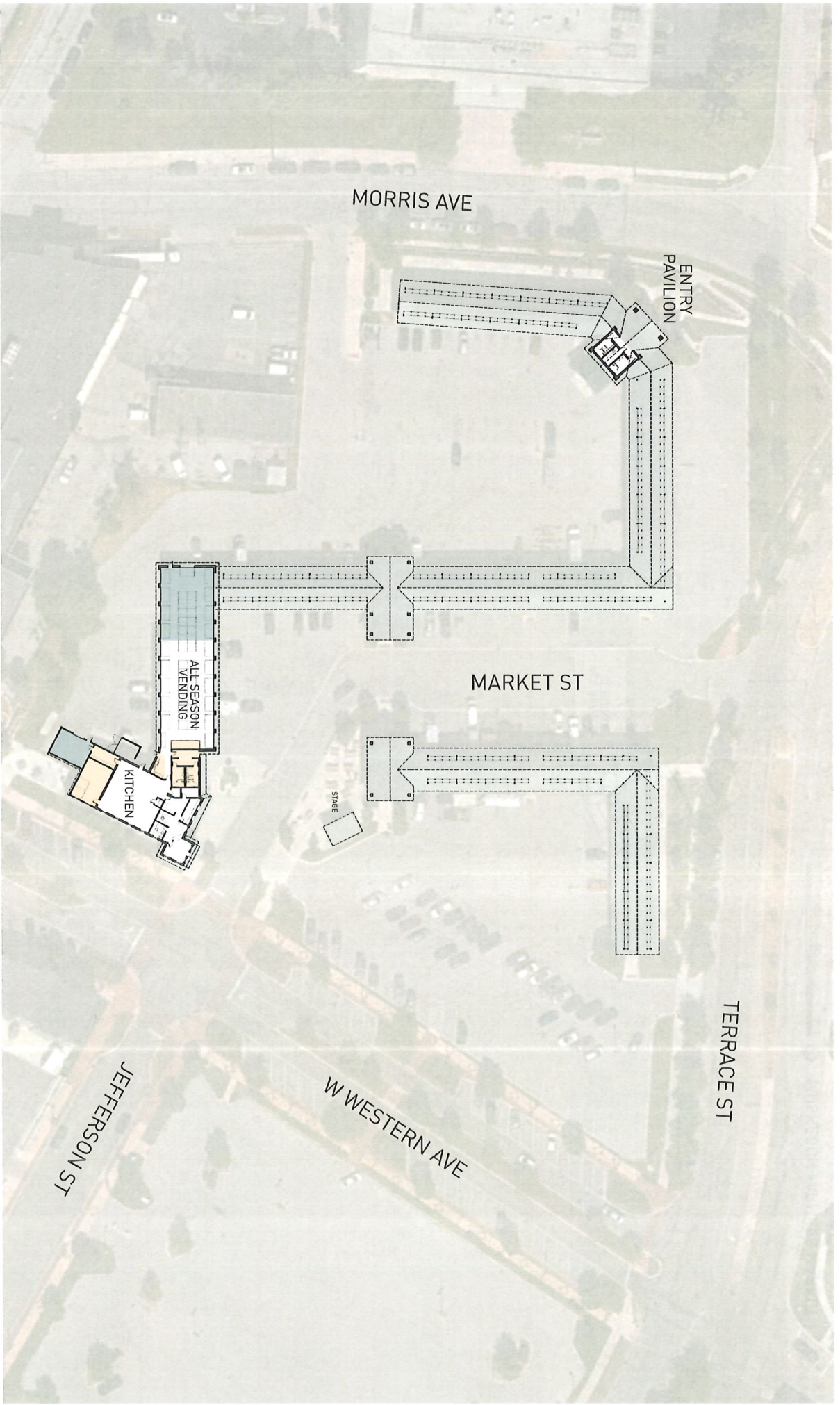


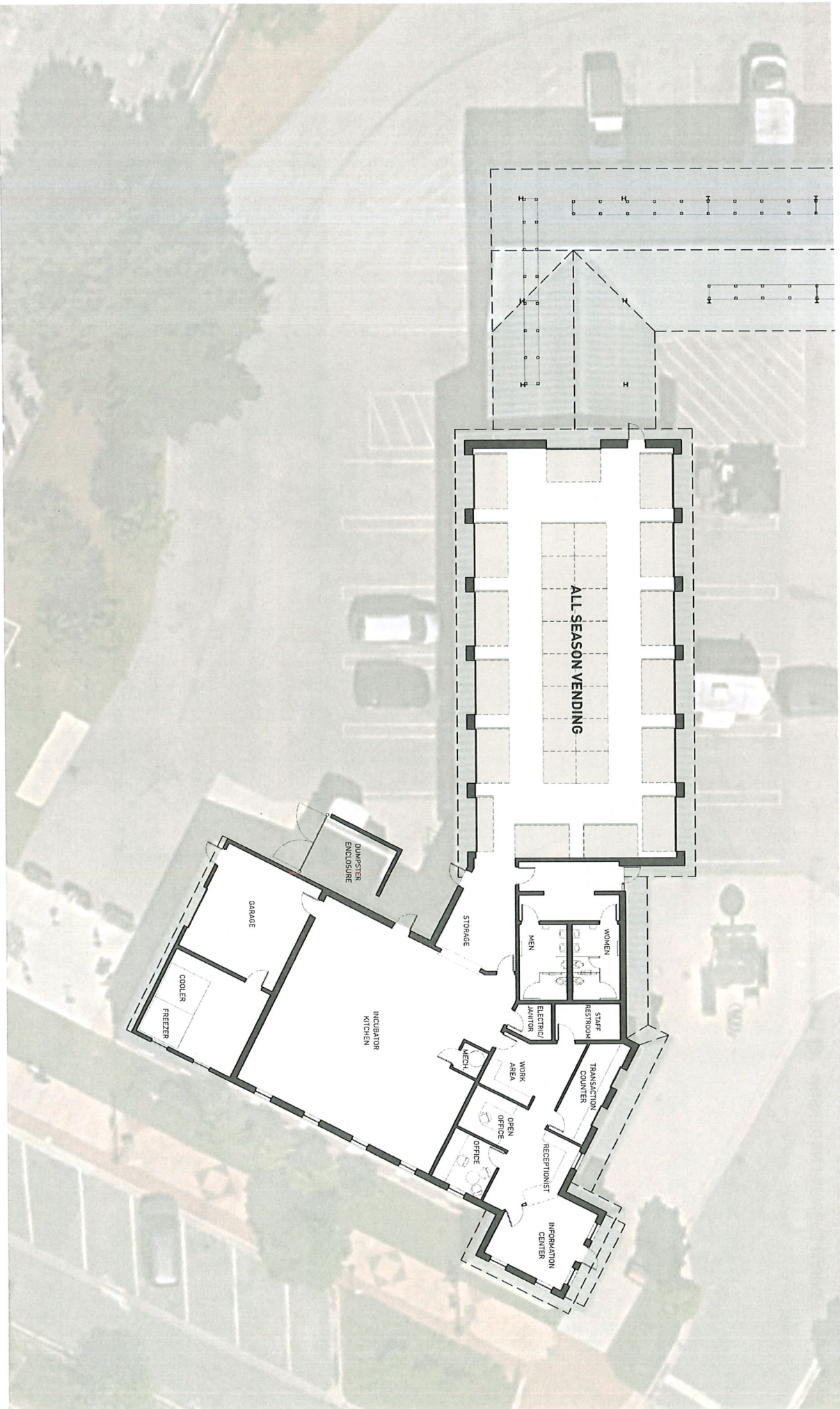
## 2026 BILLING RATES

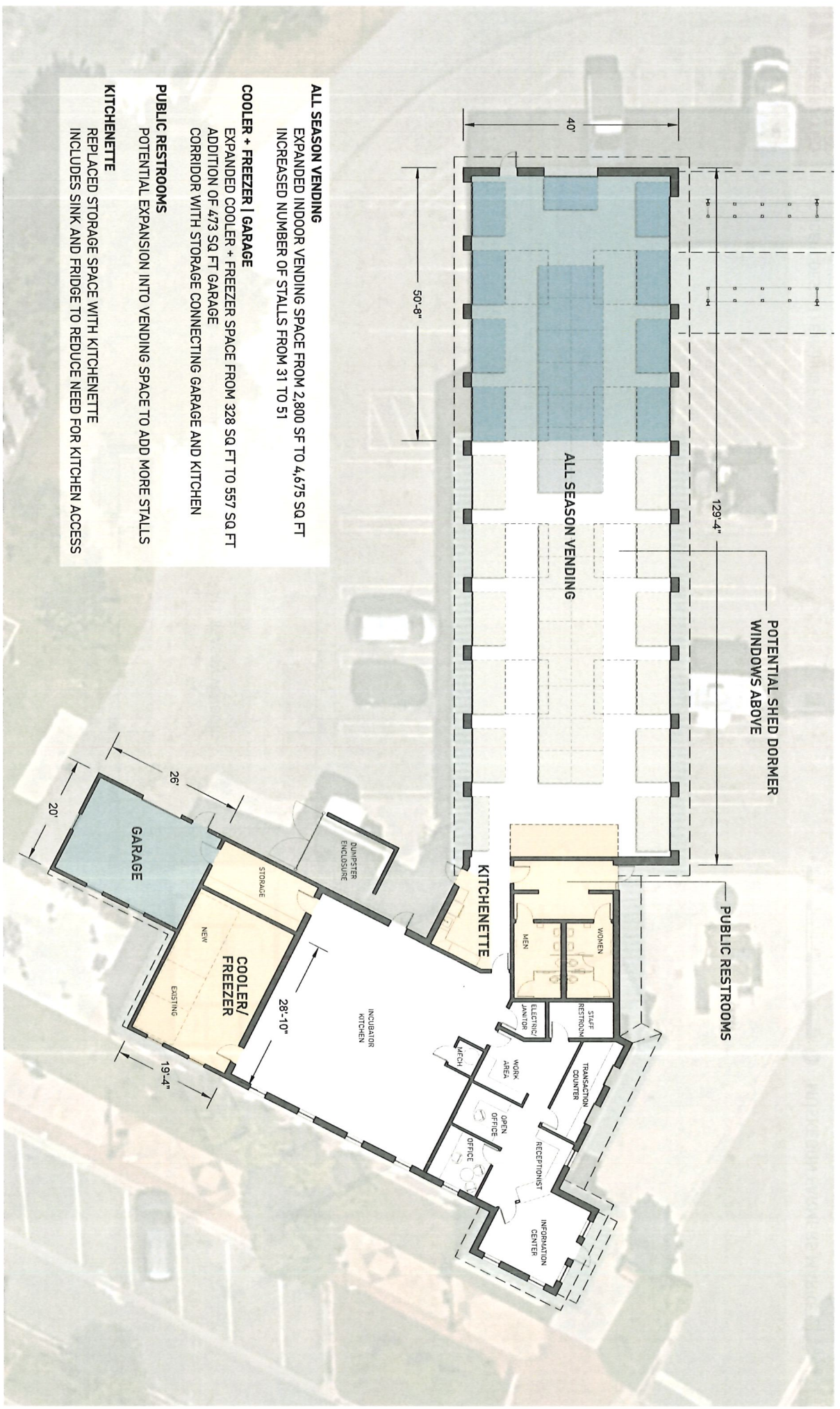
Principal.....	\$250.00
Director of Architecture.....	\$250.00
Director of Design.....	\$250.00
Director of Marketing.....	\$170.00
Director of Interior Design.....	\$165.00
Senior Project Manager.....	\$175.00
Senior Design Architect.....	\$170.00
Senior Project Architect.....	\$170.00
Project Manager.....	\$165.00
Senior Construction Representative.....	\$160.00
Senior Designer.....	\$165.00
Design Architect.....	\$155.00
Project Architect.....	\$155.00
Designer.....	\$150.00
Senior Interior Designer.....	\$145.00
Job Captain.....	\$130.00
Senior Landscape Designer.....	\$125.00
BIM Manager.....	\$135.00
Interior Designer.....	\$130.00
Senior Architectural Technician.....	\$125.00
Architectural Technician.....	\$125.00
Executive Assistant.....	\$105.00
Administrative/Studio Assistant.....	\$100.00
Brand Strategist.....	\$120.00

*\*Rates are subject to revision annually.*







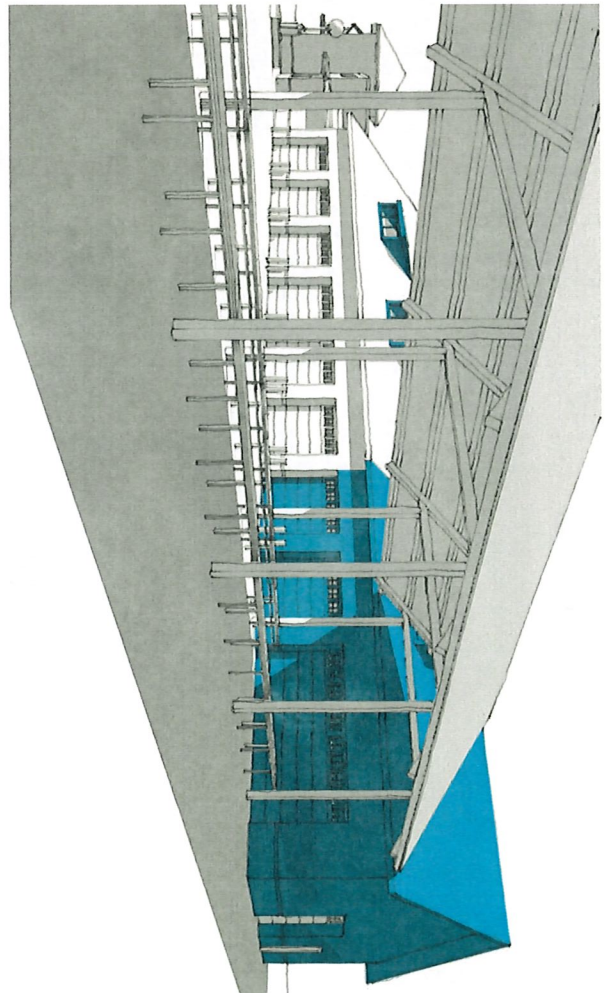
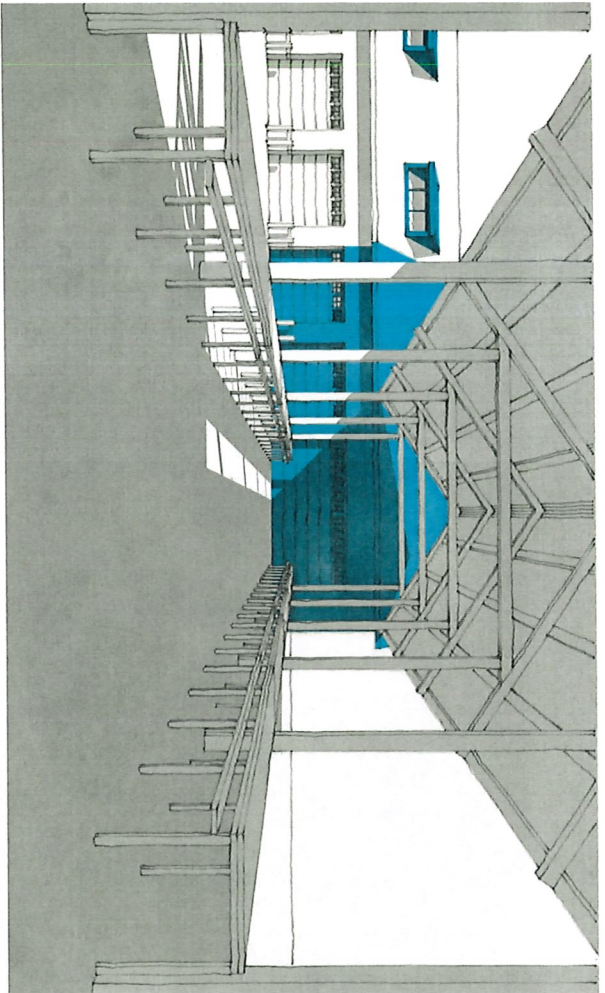


**ALL SEASON VENDING**  
EXPANDED INDOOR VENDING SPACE FROM 2,800 SF TO 4,675 SQ FT  
INCREASED NUMBER OF STALLS FROM 31 TO 51

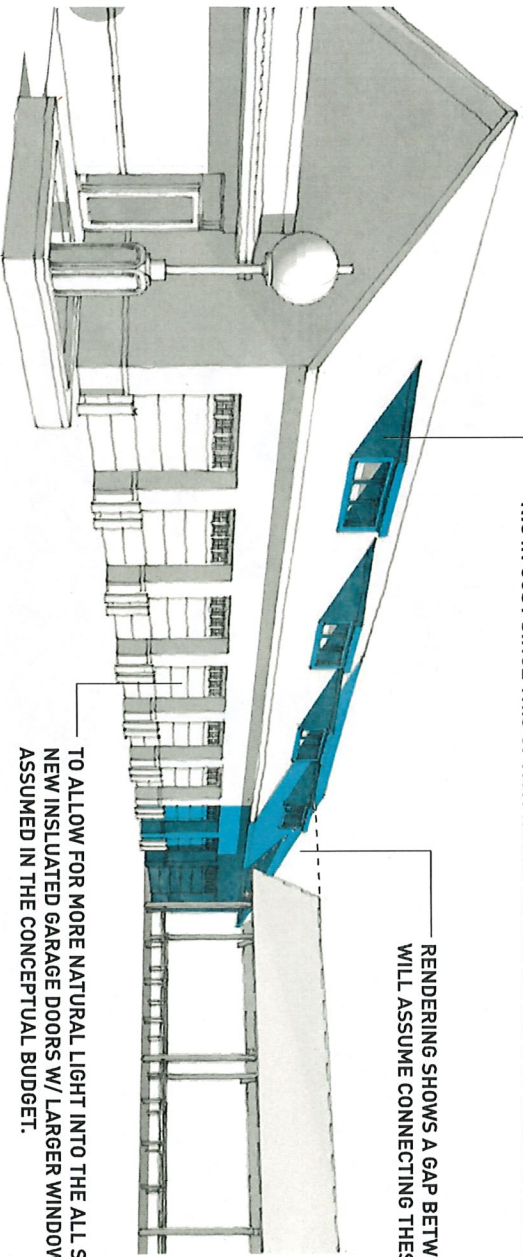
**COOLER + FREEZER | GARAGE**  
EXPANDED COOLER + FREEZER SPACE FROM 328 SQ FT TO 557 SQ FT  
ADDITION OF 473 SQ FT GARAGE  
CORRIDOR WITH STORAGE CONNECTING GARAGE AND KITCHEN

**PUBLIC RESTROOMS**  
POTENTIAL EXPANSION INTO VENDING SPACE TO ADD MORE STALLS

**KITCHENETTE**  
REPLACED STORAGE SPACE WITH KITCHENETTE  
INCLUDES SINK AND FRIDGE TO REDUCE NEED FOR KITCHEN ACCESS

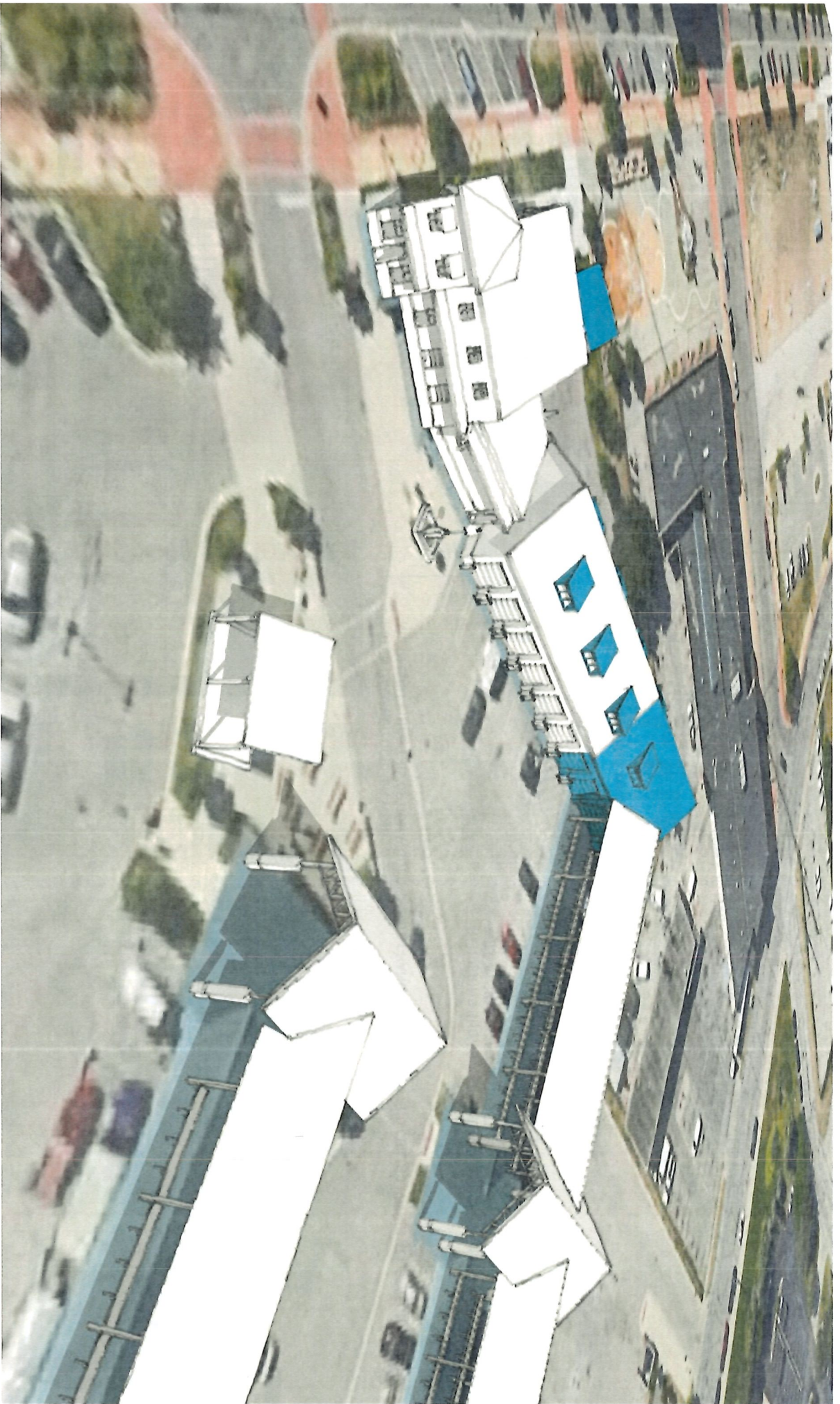


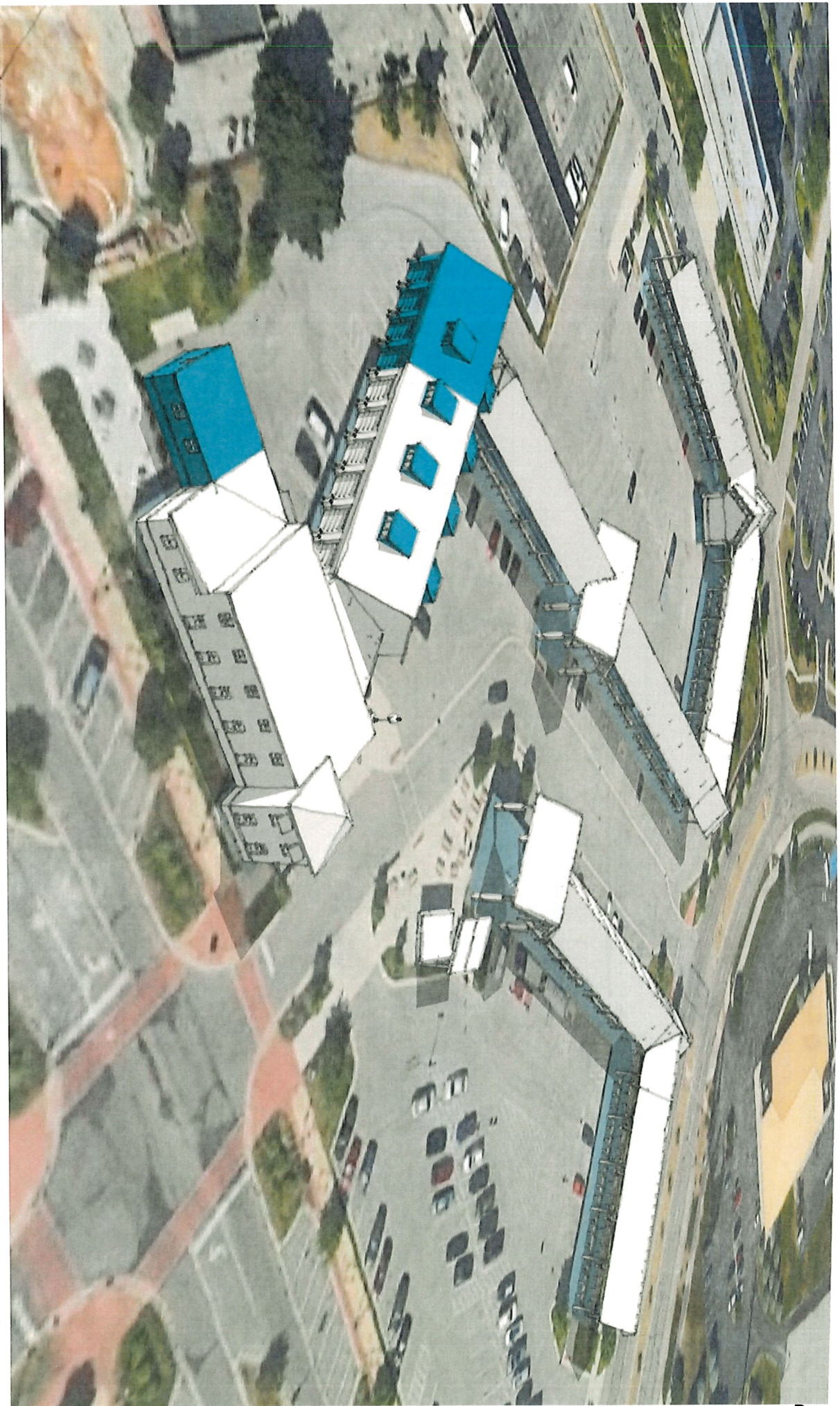
POTENTIAL SHED DORMER WINDOWS.  
 NIC IN COST SINCE THIS OPTION WOULD CREATE CHANGES TO TRUSSES AND CEILING WITHIN ALL SEASON VENDING.



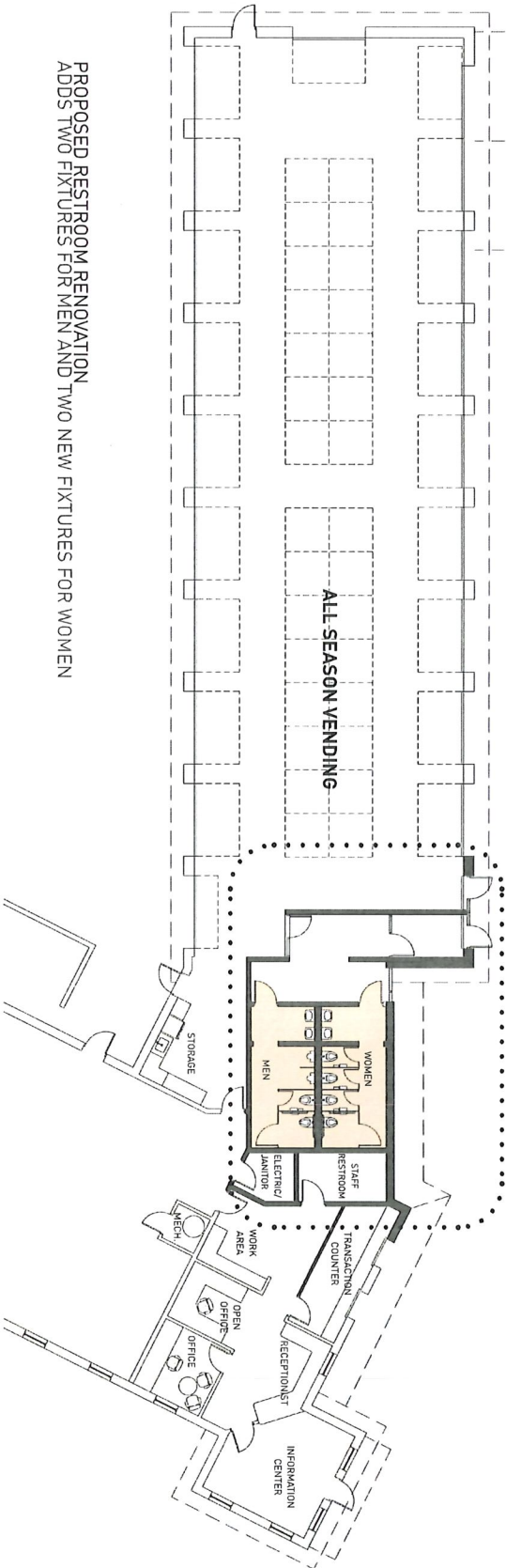
RENDERING SHOWS A GAP BETWEEN ROOF FORMS. CONCEPT BUDGET  
 WILL ASSUME CONNECTING THESE ROOF FORMS TO MANAGE RAIN.

TO ALLOW FOR MORE NATURAL LIGHT INTO THE ALL SEASON SPACE,  
 NEW INSULATED GARAGE DOORS W/ LARGER WINDOWS HAVE BEEN  
 ASSUMED IN THE CONCEPTUAL BUDGET.

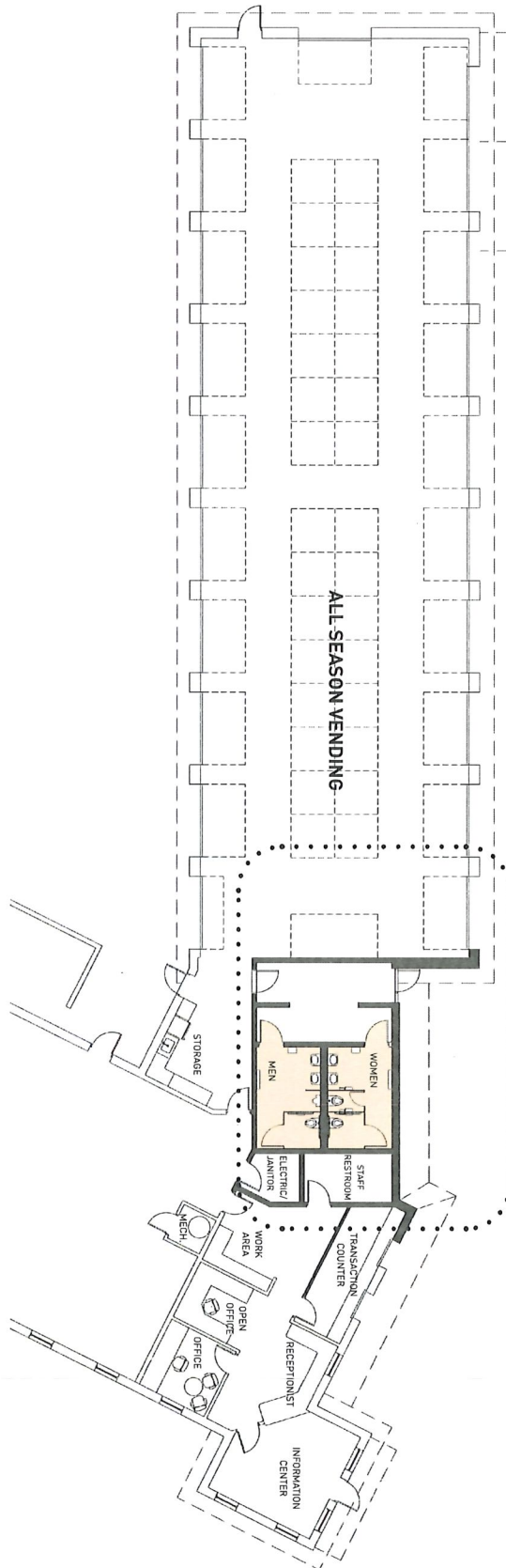




PROPOSED RESTROOM RENOVATION  
ADDS TWO FIXTURES FOR MEN AND TWO NEW FIXTURES FOR WOMEN



**PROPOSED RESTROOM PLAN**



**CURRENT RESTROOM PLAN**



## **Proposal for the Expansion of the Muskegon Farmers Market and Kitchen 242**

### **Executive Summary**

The Muskegon Farmers Market (MFM) is a cornerstone of food access, local economic development, and community connection in Muskegon County. Since relocating to its current downtown location in 2014, the market has grown into one of Michigan's most successful farmers markets, serving between 6,000–8,000 visitors on peak summer Saturdays and approximately 1,000 visitors during Winter Market Saturdays.

The Muskegon Farmers Market is a major access point for SNAP/EBT and Double Up Food Bucks in our region. In 2025, combined EBT and Double Up Food Bucks redemptions at the market represented a significant share of overall market activity, demonstrating strong demand for affordable, locally grown and produced food among Muskegon County residents. The Michigan Farmers Market Association (MIFMA) has informally noted that the Muskegon Farmers Market ranks among the highest-performing markets in the state for EBT and Double Up usage, second only to Eastern Market in Detroit; while this comparative information is not publicly published, our reported redemption totals provide clear, measurable evidence of the market's role in improving food access and supporting both shoppers and local farmers. Summary of MFM EBT/Double Up Food Bucks since 2010 is included.

### **Economic and Food Access Impact**

Measuring the full economic and food access impact of the Muskegon Farmers Market presents challenges common to farmers markets nationwide. Individual farmers and food vendors are reluctant to share proprietary sales data, and precise measurement of total food volume sold is difficult to capture consistently across independent businesses. For this reason, our primary impact indicators focus on vendor participation, regional sourcing, consumer traffic, food access utilization, and small business development outcomes.

In 2025, the Muskegon Farmers Market hosted 38 farmers selling fresh produce and meat, along with 48 additional food artisans and prepared food vendors. Of the 38 farmers, 12 were based in Muskegon County. The remaining farmers represented a strong regional footprint: Kent County (8), Mason (3), Newaygo (2), Mecosta (1), Oceana (7), and Ottawa (5). This regional sourcing model reinforces the market's role as a critical aggregation hub for West Michigan agricultural producers while ensuring Muskegon County residents have direct access to locally grown food.

The market operates 170 stalls and supports 86 farmer and food vendors during peak season. Most farmers occupy multiple stalls to accommodate high product volume. From June through September (and often into

October), the market attracts 6,000 to 8,000 or more visitors on Saturdays alone according to two Rapid Market Surveys that we have had conducted (one by MSU Extension in 2016 and one by MIFMA in 2024), generating significant direct-to-producer sales and increased downtown economic activity.

While individual vendors do not consistently track total food volume brought to market, sustained vendor retention, stall utilization, and repeat participation serve as strong indicators of sales viability and economic benefit. The market's consistently high EBT and Double Up Food Bucks redemption rates demonstrates public demand for food products resulting in revenue generation for local producers. These programs channel federal nutrition dollars directly to farmers, multiplying their economic effect within the local food economy. From May through November, the Muskegon Farmers Market offers 170 stalls across 31 Saturday market days, reaching full stall capacity for 15 of those weeks—demonstrating sustained vendor demand and strong market utilization during peak season. During the winter market season, from December through April, the market operates at capacity with nearly 30 vendors participating each week, demonstrating year-round demand and sustained revenue opportunities for local food businesses.

Consistent vendor retention reflects strong partnerships with the city as well as the strength, stability, and long-term value the market has within the regional agricultural community. Two farm families have collectively been selling at the market for nearly 100 years, demonstrating multi-generational commitment and sustained economic viability. In addition, nine farmers have participated consistently for 25 to 60 years, and six more have maintained vendor relationships for 10 years or longer. This level of longevity is a strong indicator of the market's reliability as a sales outlet, its ability to support farm succession, and its role in maintaining a stable, resilient local food system.

**Here are some other things that we do know:**

In addition to direct-to-consumer sales, the Muskegon Farmers Market plays an important role in strengthening wholesale and institutional food purchasing relationships within the community. In 2025, Muskegon-area schools purchased approximately 134,000 pounds of locally grown produce, representing an investment of \$168,000 in the regional agricultural economy.

Several farmers who participate in the Muskegon Farmers Market also sell wholesale to local institutions. While wholesale transactions occur outside of the market itself, we can verify that at least one market farmer was directly involved in these school purchases. These relationships were likely facilitated through connections, visibility, and trust built at the farmers market, which serves as a key networking and relationship-building platform for local producers and institutional buyers.

This institutional purchasing demonstrates that the farmers market functions not only as a retail outlet, but also as a catalyst for broader food system economic activity. By supporting farmer viability, increasing production capacity, and fostering buyer relationships, the market helps local producers access larger-volume sales channels that extend its economic impact well beyond weekly market transactions.

Since its inception in 2016, the Fruitport Lions Senior Power of Produce program has generated \$460,846 in direct produce purchases from local farmers at the Muskegon Farmers Market, representing a significant and sustained investment in the regional agricultural economy. This program not only increases food access for older adults, but also ensures that program dollars flow directly to local producers.

Research consistently shows that spending with locally owned businesses has a strong economic multiplier effect. For every \$1 spent locally, approximately \$0.68 remains in the local economy, supporting farm viability, related supply chains, and community-based employment. Applying this multiplier, the Senior Power of Produce program has contributed well beyond its direct spending, reinforcing the farmers market's role as an economic engine and a food access hub for Muskegon County's senior population.

In addition to the Senior Power of Produce program, the Muskegon Farmers Market partners with two Muskegon County townships to administer senior nutrition initiatives funded through township senior mileage allocations. In 2025, these partnerships directed \$18,000 in township-supported produce certificates to senior residents for use at the market. This collaboration has been sustained for at least five years (approximately \$100,000) creating a reliable, recurring investment in both senior nutrition and local agriculture. By converting local tax-supported senior millage dollars into direct produce purchases, the program strengthens food access for older adults while channeling public funds directly to local farmers, reinforcing the market's role as both a community health resource and an economic driver.

Since launching in 2014, the Muskegon Farmers Market's Kids Power of Produce (POP) Program has directed \$71,168 in produce purchases to local farmers. This initiative not only introduces children to fresh, healthy foods, but also creates a direct and consistent revenue stream for participating growers. By empowering youth to make their own produce purchases, the program strengthens lifelong healthy eating habits while simultaneously reinvesting dollars into the local agricultural economy. The Kids POP program demonstrates how food access initiatives at the market generate measurable economic impact, supporting farmer sustainability while fostering the next generation of informed consumers.

In this school year's group of 54 Muskegon Career Tech Center Hospitality & Food Management students, 84% of students reported they had never been to the MFM before coming with a class field trip. 74% had never been to any farmers market. 79% reported not knowing how a farmers market worked. After visiting, 100% of students reported being confident that they could visit any farmers market in the future. 94% reported they were very likely to visit the MFM with their parents or family members in the future. It is all about having kids and families build relationships with their food, their farmers and their producers!

The Muskegon Farmers Market offers hands-on educational field trips for K–12 students designed to connect youth with local food, agriculture, and healthy eating. Supported by grant funding, these field trips bring students directly to the market for immersive learning experiences. Last year, the market received funding to serve Muskegon Public Schools, a program that has been in development and implementation for nearly a year. In 2025, an additional \$13,000 in grant funding was awarded to expand these field trip opportunities to all other school districts in Muskegon County.

During each visit, students participate in interactive activities that may include a scavenger hunt throughout the market to learn about farmers, seasonal produce, and food systems, as well as a hands-on culinary activity. Each student also receives tokens to shop the market and select fresh produce to take home, reinforcing lessons around food choice, nutrition, and local agriculture. These field trips support experiential learning, strengthen food literacy, and build meaningful connections between students, local farmers, and the broader community food system.

#### **Kitchen 242: Small Business Incubation & Economic Mobility**

Kitchen 242, the market's shared-use commercial kitchen, is a critical driver of food entrepreneurship and economic mobility in Muskegon County. Currently, 20 small food businesses operate from Kitchen 242 today. Over the past 10 years, numerous graduates have transitioned into independent retail and production spaces.

Recent examples include:

- **490 Bakery**, which now operates a retail storefront in the Lakeside Business district.
- **Soulshine Juice**, which has established its own production facility in Muskegon County and a retail location in downtown Grand Haven.

Fourteen of the twenty current Kitchen 242 entrepreneurs currently use or have previously used the Muskegon Farmers Market as their primary storefront. This platform allows emerging food businesses to test products, refine their offerings, build brand recognition, and develop a loyal customer base before scaling into permanent brick-and-mortar locations or advancing to their next stage of growth. This market-to-retail pipeline demonstrates clear economic development outcomes, including small business creation, job generation, increased commercial occupancy, and ongoing downtown revitalization.

### **Broader Economic Contribution**

Taken together, the Muskegon Farmers Market and Kitchen 242:

- Support 100+ food-based small businesses annually
- Drive substantial seasonal foot traffic to downtown Muskegon
- Circulate federal nutrition assistance dollars directly to local farmers
- Serve as an entry point for emerging food entrepreneurs
- Strengthen the West Michigan regional food system

Even where precise food volume metrics are unavailable, vendor participation levels, regional sourcing data, EBT sales and redemption rates, stall utilization, and documented small business growth provide consistent and credible indicators of economic and community impact.

To meet rising demand for affordable, healthy food and to remove capacity constraints that limit vendor participation and food production, the MFM proposes a \$1.5 million expansion of the market's Barn facility and Kitchen 242. The project seeks \$499,000 from the State of Michigan, with the remaining balance raised through a private capital campaign. Construction may occur in phases, allowing flexibility and fiscal responsibility.

The Muskegon Farmers Market was moved to its current location (on 4 acres of prime real estate in downtown Muskegon) eleven years ago through a public/private funded capital campaign that raised \$4 million, demonstrating strong community support and confidence in the market's mission. As the market plans for its next phase of expansion, we anticipate again seeking public investment to help offset construction costs, while also leveraging general fund resources and increased revenue generated by additional vendors to support ongoing operations and maintenance. This blended funding approach reflects a sustainable model that combines public support with earned revenue to ensure long-term financial stability.

Phase One of the expansion easily could begin on July 1, 2026, with completion anticipated by June 30, 2027. This phase will focus on core infrastructure improvements necessary to support increased market operations and vendor capacity. Concurrently, the organization will conduct a capital campaign to raise funds for Phases Two and Three, ensuring continued project momentum while building the financial resources needed for subsequent stages of development. This phased approach allows construction and fundraising efforts to proceed in parallel, reducing overall project risk and supporting timely completion of the full expansion plan.

This expansion will directly strengthen food security in Muskegon County by increasing year-round access to local food; expanding cold storage and production capacity for food entrepreneurs; supporting farmers and vendors; and scaling proven nutrition incentive and education programs.

The current space prevents scaling our food security and nutrition educational programming primarily during the months of December through April, when the barn is fully occupied by vendors on market days. During this time, there is no available space for nutrition education activities or food demonstrations. While we have provided many nutrition-related activities to the community, the lack of flexible and dedicated space limits both the number of participants we can serve and the depth of programming we can offer. We have local programs that the market offers annually to kids and seniors that have been funded by local grants for 10 years. The Kids Power of Produce program expanded its offering last year and we are hosting field trips during the week for teachers to bring their classes to the market. We recently received grant funding to continue that programming for 2026 and expand its reach to all schools in Muskegon County. We also work with several community partners to provide educational lessons and other resources; Muskegon Area Intermediate School District, MSU Extension are two examples.

### **Community Need: Food Insecurity in Muskegon County**

Muskegon County continues to face significant food insecurity, particularly among low-income households, seniors, and families with children. Rising food costs, limited access to fresh produce, and seasonal gaps in local food availability place ongoing strain on household food budgets.

The MFM has become a trusted and accessible solution. Through its central location, transit accessibility, and robust nutrition incentive programs, the market reduces barriers to healthy food access while keeping food dollars circulating locally. Demand for the market's services—both from customers and food producers—now exceeds existing infrastructure capacity, limiting the market's ability to fully meet community need.

The proposed market expansion will serve as a catalyst for increased pedestrian activity in the downtown core by strengthening access to fresh food in a highly walkable, transit-connected area. Located near the MATS transit system and in a neighborhood currently lacking a full-service grocery store, the market is uniquely positioned to meet daily food needs while drawing consistent foot traffic. This investment directly complements multiple affordable housing developments completed or underway within blocks of the market—adding more than 140 new housing units to the downtown. As new residents move into the area, the expanded market will play a critical role in supporting food security, neighborhood vitality, and a more active, connected downtown. This accessibility increases customer reliability and makes the market an attractive sales outlet for food vendors.

In addition to foot traffic, EBT and Double Up Food Bucks sales are a major driver for farmers and food vendors. These programs create predictable, values-aligned revenue streams and significantly increase

purchasing power among customers who might otherwise have limited access to fresh food. Vendors consistently cite these incentive programs as a reason for choosing to sell at MFM, as they translate directly into higher sales volume and community impact.

MFM has a clear vendor selection priority: farmers and food vendors are prioritized over non-food vendors. Food access remains the core mission. Expanded space would allow us to meet documented demand by increasing the number of food-focused vendors, extending seasonal participation, and accommodating larger or year-round agricultural producers—without diluting the market’s identity.

We would like to reiterate that funds from this grant will be used for the expansion of the Muskegon Farmers Market’s existing infrastructure to include further buildout of the commercial kitchen and barn space. This investment, built on proven demand, will allow Kitchen 242 and the barn to support more vendors, increase year-round food production, and strengthen the market’s role as an economic and food access hub. These expansions directly support existing farmers, food entrepreneurs, and consumers while maximizing the impact of current EBT and incentive programs.

The completion of these immediate expansion projects will also facilitate a longer-term view to contemplate additional long-term space strategies. We believe one of the keys to strengthening food access in Muskegon includes the installation of a food co-op. However, the concept of a food co-op is not part of this funding request. The city believes a food co-op is worthy of future consideration and remains in an early, exploratory phase. We understand developing a viable co-op would require significant additional planning, feasibility analysis, capital investment, and community engagement.

However, by focusing on scalable, near-term investments with demonstrated success, this project prioritizes immediate economic development, small business growth, and improved food access, while preserving flexibility to explore additional models—such as a food co-op—at a future time and location, once appropriate planning and resources are in place.

### **Construction Phasing Plan & Contingency Approach**

To ensure responsible financial stewardship and flexibility, the Muskegon Farmers Market expansion is structured in three independent, scalable phases. Each component can be completed separately as funding becomes available, without compromising the integrity of the overall project.

#### **Phase 1: Expansion of Kitchen 242 – \$231,267**

This phase increases commercial kitchen capacity to support additional food entrepreneurs, year-round production, and small business growth. The kitchen expansion is fully self-contained and can proceed independently.

#### **Phase 2: Restroom Expansion & Event Support Kitchenette – \$212,677**

This phase addresses critical infrastructure constraints that directly impact visitor experience, vendor operations, and event capacity. The market currently serves 6,000 - 8,000 visitors on peak Saturdays during summer months. Existing restroom facilities in the barn include:

- Two women’s stalls

- One men’s stall and one urinal

With current attendance levels, restroom lines regularly form, particularly during peak hours and major events. As we continue to expand vendor participation and increase winter and shoulder-season programming, restroom capacity has become a limiting factor in our ability to grow safely and efficiently. There are seasonal restrooms at the Morris St. pavilion which are used May – October – 2 stalls in the women’s and one stall plus a urinal in the men’s.

The proposed expansion would:

- Increase restroom capacity to meet current and projected attendance
- Improve ADA accessibility and visitor comfort
- Support longer dwell times, which correlate directly with increased vendor sales
- Strengthen our ability to host larger events and year-round programming
- Add a small support kitchenette to serve barn-based events requiring water access and light prep space

This phase ensures that infrastructure keeps pace with economic activity. Without restroom expansion, growth in vendor participation and event programming will be constrained.

### **Phase 3: Barn Expansion – \$1,035,580**

The barn expansion represents the long-term growth phase, allowing for increased winter capacity, additional vendor stalls, and enhanced programming space. This is the largest capital component and would proceed as additional funding sources are secured.

As part of the barn expansion, upgrading the 12 existing overhead doors to high-visibility, insulated glass-panel doors represents a strategic investment in economic growth. Increased natural light improves product visibility, enhances the customer experience, and supports longer dwell times—factors directly correlated with higher vendor sales. Modern insulated doors would also improve energy efficiency and winter climate control, strengthening year-round operations and vendor retention. Additionally, greater transparency from the street increases foot traffic and reinforces the market’s role as a downtown economic anchor. **This could happen prior to the rest of the expansion and could be part of Phase 1. \$87,750**

### **If Funding Falls Short**

If funding does not fully support all requested components or we fail to reach fund raising goals, construction would proceed in the following priority order:

1. **Kitchen 242 Expansion (Highest Priority) - \$231,267**  
Directly supports small business incubation and food production capacity.

2. **Improvements to Existing Barn area (Infrastructure Priority) – replace overhead barn doors, 12 each \$87,750**
3. **Restroom Expansion (Infrastructure Priority) \$212,677**  
Necessary to accommodate current visitor volume and prevent infrastructure bottlenecks that limit economic growth. The Restroom expansion and kitchenette are included together because of the plumbing needed for both and they share walls.
4. **Barn Expansion (Future Phase)**  
Designed as a standalone construction phase that can move forward when additional capital funding is secured.

Each phase has been designed to be independently functional, preventing partially completed or unusable spaces. Site preparation and utility planning will account for future expansion to avoid duplicative costs.

### **Project Overview**

**Total Project Cost:** \$1.5 Million

**State of Michigan Request:** \$499,000

**Remaining Funds:** Privately funded through a capital campaign

The proposed expansion includes two primary components:

1. Expansion of Kitchen 242
2. Expansion of the Market Barn

### **Kitchen 242 Expansion: Strengthening the Local Food Supply**

Kitchen 242 is a licensed shared-use commercial kitchen that supports food entrepreneurs, value-added producers, and farmers. It is a critical link between local agriculture and affordable food access.

### **Current Challenges**

- The existing walk-in freezer and cooler are full for most of the year.
- Two additional freezers (an upright and chest) are currently used to accommodate overflow needs.
- Limited cold storage capacity has directly constrained our ability to accept new food makers. From April through November, both the walk-in cooler and freezer operate at or beyond capacity, with aisles often filled with additional racks to meet the needs of existing businesses. As a result, we have had to turn away qualified food makers solely due to the lack of available refrigerated and frozen storage, and not for a lack of demand or market readiness. We currently have 20 food businesses working out of Kitchen 242.
- The current kitchen layout creates several operational inefficiencies that affect daily use, food safety, and overall program impact. Limited cooler, freezer, and dry storage space forces kitchen users to constantly move products to access their own ingredients, slowing production and increasing the risk of temperature control lapses. With more than 20 food businesses sharing these spaces and no lockable storage areas, products and ingredients are accessible to all users. While we have fortunately not experienced major incidents, items are regularly shifted, and on occasion products have been left out of refrigeration simply because space is so constrained. The proposed reconfiguration and

expansion directly address these challenges by increasing cold and dry storage capacity and redesigning the kitchen with intentional food safety flow in mind. Plans include improved separation of storage zones, lockable cooler, freezer, and dry storage areas for individual businesses, and clearer circulation patterns that reduce cross-traffic and unnecessary handling of food. This is as much a food safety and operational design opportunity as it is a need for additional square footage

### **Proposed Improvements**

- Expansion of the walk-in freezer and cooler capacity.
- Reconfiguration and expansion of the kitchen, including moving the existing garage area. The garage itself would not be expanded. Instead, it would be relocated to the property line to free up interior space needed for the expansion of the commercial kitchen. This approach allows us to significantly increase kitchen capacity and functionality within the existing footprint of the site. The existing garage is needed so the building would be expanded and the garage moved.
- Increased dry storage for food businesses and market use.

### **Food Security Impact**

- Enable more local food businesses to operate, increasing the volume and diversity of food.
- Allow farmers and makers to preserve seasonal products through freezing, reducing food waste and extending availability year-round.
- Support small food entrepreneurs whom supply staple foods eligible for EBT and Double Up purchases.

### **Barn Expansion: Expanding Year-Round Food Access**

The Market Barn houses the Winter Market, which operates Saturdays from Dec-April. Currently, the barn can accommodate approximately 30 vendors, and weekly demand regularly exceeds capacity. The City of Muskegon has issued an RFP to study the community's need for a grocery store, and the farmers market is being explored as a potential site and partner for a future food co-op. Demand for space is already evident: we turned away at least 10 vendors for the winter market due to space constraints alone and we continue to get requests. The proposed expansion would allow us to accommodate additional food vendors while also creating dedicated space for nutrition education and community programming, strengthening both food access and long-term food security outcomes or potentially house a food co-op.

### **Proposed Improvements**

- Expansion of the barn to support up to 50 vendors.
- Installation of new overhead doors with windows to improve lighting and customer experience. Twelve existing doors could be replaced before any expansion happens.
- Expansion of restroom facilities to reduce wait times.
- The addition of a small kitchenette would support barn rentals and special events, strengthening an existing earned-income stream. The barn is rented out as an income stream when it is not being used as a farmers market. Currently, barn rentals do not include access to Kitchen 242 for food safety reasons, which means renters have no option for basic needs such as handwashing, potable water access, or refrigeration. As a result, users rely on bringing their own coolers and using the restroom sinks for potable water, which is inefficient and not ideal. A dedicated kitchenette would provide appropriate, food-safe access to water and some refrigeration, improve the renter experience, and allow the space to be used more effectively without compromising the safety or operations of the

commercial kitchen. Even if we go in the direction of a food co-op access to potable water and refrigeration would be a need.

- The Farmers Market’s operating revenue for 2025 was supported by a diverse mix of earned income, program fees, and community-based support. Core market activities generate \$171,744, reflecting vendor stall fees and regular market operations. The shared-use kitchen contributes \$36,567, supporting food entrepreneurs and value-added producers, while event rentals (\$7,205) and flea market (\$21,495) provide additional earned revenue through use of the market space.
- Program-related income includes processing fees for food programs (\$25,000) and supplemental income streams include alcohol sales (\$4,117), and nearly \$30,000 in fundraising activities, which strengthen financial resilience and community engagement. Together, these line items demonstrate a balanced and diversified income structure that supports both daily operations and long-term sustainability of the market.

### **Food Security Impact**

The barn expansion will:

- Increase the number of farmers and food vendors able to sell products year-round.
- Improve customer flow and comfort, encouraging consistent winter attendance.
- Expand vendor opportunities, increasing competition and affordability of fresh food.
- Support additional market days, special food-focused events, and community programming.

### **Proven Programs That Address Food Insecurity**

The Muskegon Farmers Market is a statewide leader in nutrition access programs:

- **EBT & Double Up Food Program:** Ranked #1 in Michigan for participation, doubling the purchasing power of SNAP households for fruits and vegetables.
- **Senior Power of Produce:** Serving more than 1,500 seniors from Muskegon County each summer, improving nutrition and social connection.
- **Kids Power of Produce:** Engaging approximately 200 children on Saturdays, teaching healthy food choices and increasing fruit and vegetable consumption.
- **School Field Trips:** Recently expanded through grant funding, hosting students from May through November with hands-on food education.
- **WIC and Senior Project Fresh:** Direct farmer participation increases redemption rates and supports local growers.

Market expansion will allow these programs to scale, reach more participants, and operate more efficiently year-round.

### **Economic and Community Benefits**

Beyond food access, the expansion will:

- Support local farmers, food makers, and small businesses.
- Create construction and ongoing economic activity.
- Enhance the market’s ability to serve as a community gathering space.

While precise revenue projections are difficult to predict, we can reasonably estimate incremental gains based on known demand and current fee structures. With additional space, we could accommodate up to 20 additional farmers and food vendors during the December–April winter market season. At an estimated \$30 per week per vendor over approximately 20 weeks, this would generate roughly \$12,000 in additional annual market revenue. If the study determines a food co-op is feasible at the market, it is assumed these numbers would increase.

In addition, expanded kitchen and storage capacity would allow us to support an estimated 5–10 additional kitchen makers, generating modest but steady increases in kitchen rental and usage fees. While these revenue gains alone are not transformational, they meaningfully strengthen earned-income streams, improve space utilization during the winter months, and contribute to long-term financial sustainability while advancing the market’s core mission of food access and local food production.

## **Conclusion**

The expansion of the Muskegon Farmers Market and Kitchen 242 is a strategic, high-impact investment in food security, local agriculture, and community well-being. By addressing infrastructure limitations, the project will significantly increase year-round access to healthy, affordable food for Muskegon County residents—particularly those most vulnerable to food insecurity.

With proven leadership in nutrition incentive programs and strong community demand, the Muskegon Farmers Market is uniquely positioned to leverage State of Michigan support to deliver lasting, measurable outcomes for families, seniors, farmers, and food entrepreneurs.

State investment in this project is an investment in resilience, equity, and a stronger local food system for West Michigan.



# Agenda Item Review Form

## Muskegon City Commission

<b>Commission Meeting Date:</b> May 12, 2026	<b>Title:</b> Concurrence with the Housing Board of Appeals Notice and Order to Demolish 779 Yuba Street								
<b>Submitted by:</b> Steven Stout, Housing Board of Appeals	<b>Department:</b> Public Safety								
<p><b>Brief Summary:</b>          This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure is unsafe, substandard, public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for the demolition with the lowest responsible bidder.</p> <ul style="list-style-type: none"> <li>• 779 Yuba Street</li> </ul>									
<b>Detailed Summary &amp; Background:</b>									
<p><b>Goal/Action Item:</b>          2027 Goal 1: Destination Community &amp; Quality of Life</p>									
<p><b>Is this a repeat item?:</b>  <b>Explain what change has been made to justify bringing it back to Commission:</b></p>									
<p><b>Amount Requested:</b>          BIDS</p>	<p><b>Budgeted Item:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		x	
Yes		No		N/A		x			
<p><b>Fund(s) or Account(s):</b></p>	<p><b>Budget Amendment Needed:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		x	
Yes		No		N/A		x			
<p><b>Recommended Motion:</b>          To concur with the Housing Board of Appeals decision to demolish.</p>									
<p><b>Approvals:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information			<p><b>Name the Policy/Ordinance Followed:</b>          Section 10-81 &amp; Section 10-371 through 10-382</p>		
Immediate Division Head	x								
Information									

Technology		
Other Division Heads		
Communication		
Legal Review		



Building and Inspection Services • 933 Terrace St., Suite 201, Muskegon, MI 49440

Case: EN2401187-779 Yuba St  
#1 Smallberg LLC  
2886 3 Mile Rd  
Walker, Mi. 49534

### INFORMATION:

On or around May ,14th, 2024, Staff observed the exterior of the structure has begun to deteriorate at an alarming rate, including falling bricks and a crumbling foundation. A Dangerous Building inspection confirmed extensive damage; exterior walls were bowing outward and had gone out of plumb.

Following the inspection, Staff contacted the owners and provided time to get their affairs in order after explaining the requirements of the Dangerous Building Ordinance and the next steps. In May of 2024, the Owners expressed interest in remediation and agreed to schedule an inspection. When no further action occurred, Staff extended an additional two weeks in August 2024, before ultimately issuing a Notice and Order due to continued inaction.

In February 2025, an HBA Notice was sent and the owners responded by scheduling an inspection. Due to the unsecured and long vacant state of the building, staff coordinated with Sgt Velik from MPD for initial safety sweep. Upon arrival, Staff discovered the North wall had



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collapsed. Given the extent of the structural failure, the Chief Building Officer deemed an interior inspection unsafe.

Staff immediately communicated the emergency to the operations Manager of the property, who assured us that the corrective action would be taken. An inspection report and remediation timeline were provided. After further evaluation with the Fire Marshal, Staff recommended fencing off the hazardous area as a temporary safety measure. We informed the Owner that if action was not taken quickly, the City would have the site secured at the owner's expense. Over a week passed with no response, despite multiple follow up attempts by both Staff and the Fire Marshal.

The Property was subsequently listed for sale, with the stipulation that the adjacent property could not be sold without either a demolition or a remediation plan in place for the structure.

#### **STAFF RECOMENDATION:**

Demolition of building.

No further contact has been made, and Staff has been unable to achieve resolution with the current owners. The building remains structurally compromised and unsafe.



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## COMPLAINT NOTICE:

May 14th, 2024, DB complaint sent to owners.

### Notice & Order:

On August 13th, 2024, The Notice and Order was sent and posted.

On September 18th, 2024, A 10 day Notice of HBA Hearing was sent and posted.

On October 29th, 2024 a 10 Day Notice of HBA Hearing was sent and posted.

On July 7th, 2025, A 10 Day Notice of HBA Hearing was sent and posted.

On August 7th, 2025, An HBA Determination letter was sent and posted. All notices are sent via First Class and Certified Mail as well posted to the property.

### ADDITIONAL INFORMATION:

-This is a two, plus story building. It is 18,141 square feet commercial building.

-SEV & Taxable value is \$63,500 & \$54,127.

-Effective age is 120 years old, built in 1905.

-Staff estimated cost for interior and exterior repairs at N/A as the interior inspection has not been performed.

-The Building is in the Angel Commercial Neighborhood.

779 Yuba Street was declared for demolition by the Housing Board of Appeals on August 7, 2025.



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3.19.2026 15:47



3.19.2026 15:47



ECONOMY  
SELF  
STORAGE

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