

CITY OF MUSKEGON

CITY COMMISSION MEETING

October 22, 2024 @ 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. Introduction of New Staff to Community and Neighborhood Services- Lakshmee Persaud Community & Neighborhood Services
- PUBLIC COMMENT ON AGENDA ITEMS:
- CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Land Bank - Trade Parcels Planning
 - C. General Fund Transfers for FY 2023-24 Finance
 - D. GameTime Playground Grant - Smith-Ryerson Park DPW- Parks
 - E. Parks Restroom Improvements DPW- Parks
 - F. Reese Pavilion Construction DPW- Parks
 - G. Resolution to urge the United States Department of the Interior to approve the petition of the Grand River Bands of Ottawa Indians for Federal Acknowledgment. Manager's Office
 - H. Vacation of the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave. Planning
 - I. Equipment Replacement - Plow Trucks Public Works

- J. **Creation of a short-term rental ordinance SECOND READING** Planning
- K. **Amendment to the zoning ordinance - definition of short-term rental SECOND READING** Planning
- L. **Additional construction engineering services for Adelaide Pointe** Public Works
- M. **Climate Action Plan contract** Manager's Office
- N. **Request to amend the planned unit development (PUD) at Harbour Towne to allow for the construction of 28 new condo units.** Planning
- O. **Amendment to the Real Estate Purchase and Sale Agreement for 2675 Olthoff Drive** Economic Development
- P. **Second Amendment to Employment Agreement** Manager's Office
- PUBLIC HEARINGS:**
 - A. **Expansion and Removal of Neighborhood Enterprise Zone Districts** Economic Development
 - B. **Public Hearing, Brownfield Plan Amendment- Muskegon Midtown Center LLC, 1095 3rd St.** Economic Development
 - C. **Public Hearing, Brownfield Plan Amendment- 349 West Webster, LLC, 349 W. Webster** Economic Development
- UNFINISHED BUSINESS:**
- NEW BUSINESS:**
 - A. **Conflict of Interest Disclosure** Community & Neighborhood Services
- ANY OTHER BUSINESS:**
- PUBLIC COMMENT ON NON-AGENDA ITEMS:**
 - ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
 - ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
 - ▶ Submit the form to the City Clerk.
 - ▶ Be recognized by the Chair.
 - ▶ Step forward to the microphone.
 - ▶ State name and address.
 - ▶ Limit of 3 minutes to address the Commission.
- CLOSED SESSION:**
- ADJOURNMENT:**

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

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

www.shorelinecity.com

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

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

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Introduction of New Staff to Community and Neighborhood Services- Lakshmee Persaud															
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services															
Brief Summary: Welcoming Lakshmee Persaud to the City of Muskegon as our New Community Development Specialist for the Community and Neighborhood Services Department.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item:																
Amount Requested:	Budgeted Item: <table border="1" data-bbox="846 1098 1544 1157"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" data-bbox="846 1226 1544 1285"> <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:																
Approvals: <table border="1" data-bbox="115 1423 813 1787"> <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></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	x															
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Other Division Heads																
Communication																
Legal Review																

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve minutes of the October 7, 2024, Commission Worksession Meeting and the October 8, 2024, City Commission Meeting.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed:																
<u>Key Focus Areas:</u>																
<u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1" 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													
Recommended Motion: Approval of the minutes.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
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CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

October 7, 2024 @ 5:30 PM

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

MINUTES

CALL TO ORDER

Present: Mayor Ken Johnson ,Vice Mayor Rebecca St.Clair (arrived at 5:37 p.m.), Commissioners Katrina Kochin, Willie German, Jr., Jay Kilgo, and Rachel Gorman, City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch
Absent: Commissioner Destinee Keener

2024-82 NEW BUSINESS

A. Apple Avenue Design Update Public Works

Dan VanderHeide, DPW Director, and Mark Frederickson, with MDOT, presented an update on the Apple Avenue design, including potential lane reductions and non-motorized facilities.

B. FY 2023 CAPER Community & Neighborhood Services

Community and Neighborhood Services CAPER Presentation for FY 2023 was given by Sharonda Carson, Community and Neighborhood Services Director.

C. Opioid Settlement Funding & Management Agreement Manager's OfficeS

Pete Wills, Government Relations Director and Strategic Operations Director, and Candy Gibson, with Freshcoast Alliance, explained the request to enter into a Funding and Management Agreement with the County of Muskegon to allocate the City's Opioid Settlement Funds to help fund the County's existing opioid grant program.

PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The Commission Worksession meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

October 8, 2024 @ 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, October 8, 2024. Pastor Jeremy Lenertz, from First Wesleyan Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

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

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2024-83 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the September 24, 2024, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Regional Transit Authority Articles of Incorporation Manager's Office

Staff is seeking approval of the proposed Articles of Incorporation for the new regional transit authority and appointment of the Deputy City Manager as the City's representative Director on the authority board.

In November 2023, the City Commission approved a resolution of intent to join other municipalities in forming a regional transit authority. The first formal step for the group is to establish Articles of Incorporation. These articles outline the

members, district served, purposes and power of the authority, details of the Board of Directors, how the work will be funded, how future amendments are made and approved, and methods for members to be released from the authority. The legislative body of each member agency will need to approve the articles for the authority to proceed forward with developing bylaws and seeking alternate funding. Each legislative body will also need to appoint its representative director, and alternate, to the authority board.

After discussion with the board of one of the member communities, some minor changes were made to the Articles of Incorporation. In Article IV, Section 2, additional options for appointment to the Board of Directors have been given for both the Director and Alternate. The articles allow for a Council member of the Member legislative body to be appointed to each position.

STAFF RECOMMENDATION: To approve the Articles of Incorporation for the Muskegon Area Transit System, to appoint LeighAnn Mikesell, Deputy City Manager, as the City's director to the authority's board, and to appoint Jonathan Seyferth, City Manager, as the City's alternate director to the authority's board.

D. SURF Broadband METRO Act Permit Public Works

Staff requests approval of a permit from SURF Internet to access and use the public right-of-way within portions of the City.

Staff requests approval of a permit from Surf Internet to access and use the public right-of-way within portions of the City. The purpose of the access is to construct a fiber optic network extension that will service certain properties in the city. The expansion will affect the following city right-of-way areas in the northeast portion of the City:

- Quarterline Road, Wesley to Marquette
- The Shady Lane subdivision (Roblane, Suelane, & Marlane Streets)

The application and maps are included in the packet. Staff recommends approval of the permit. Surf Internet will return to the City Engineering Office for individual permits at the time of construction, which will be approved at the staff level.

STAFF RECOMMENDATION: Move to approve the permit from Surf Internet to access and use the public right-of-way within portions of the City.

F. Sale of 1435 Hoyt Planning

Staff is requesting approval of a purchase agreement for 1435 Hoyt for \$136,354. 1435 Hoyt was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over the full listing price (\$136,354) with the seller paying \$6,000 in concessions.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1435 Hoyt for \$136,354 and authorize the Code Coordinator, Samantha Pulos, to sign.

H. Amendment to the Zoning Ordinance - Cat Cafe Definition **SECOND READING Planning**

To add a definition for cat cafés to Article II (Definitions) of the zoning ordinance.

Definition - Cat café: a restaurant or café, which also houses adoptable or therapeutic cats for clientele to interact with, and which may incorporate cat adoption services in addition to the restaurant services. The Planning Commission unanimously recommended approval of the ordinance amendment at their September 12 meeting.

STAFF RECOMMENDATION: I move to approve the request to amend the zoning ordinance to add a definition for cat cafés.

J. Parks E/V Polaris Ranger Purchase - US DOE Rebate Voucher Program DPW- Parks

Staff requests authorization to accept the Energy Efficiency & Conservation Block Grant award and purchase vehicles and equipment from Babbitt's Powersports in the amount of \$106,500.

In 2023, the U.S. Department of Energy announced the City of Muskegon was eligible to receive an Energy Efficiency and Conservation Block Grant ([EECBG](#)) in the amount of \$76,450. The grant program is a \$550M grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

Under this grant program, the City applied and received approval for an Equipment Rebate voucher to use the funds towards the purchase of two Polaris Ranger XP Kinetic EV side-by-side utility vehicles for use by the Parks Department. These vehicles have a range of 80 miles and are fully electric vehicles. The parks department plans to use them in a variety of ways to help us become more efficient and sustainable as a department. These vehicles are also very effective in the sand and will be used at our beaches during the summer as part of the park ranger program.

The purchase will be made locally through Babbitt's Powersports. The Parks Capital improvement plan budgeted \$30k for a park ranger utility vehicle which is being supplanted by one of the EV Rangers, and the offsetting costs will allow us to equip these vehicles with a full cab, plow, salt spreaders and several other upgrades to help with maintenance around the City of Muskegon. The vehicles will come with some equipment provided by Babbitt's; staff is including \$16,500

in additional equipment costs to be obtained using standard purchasing policies once the vehicles arrive and needs are determined (caution lights, decals, additional attachments, etc.).

The expense is budget-neutral, however a budget amendment is necessary to accept and spend the grant funds.

STAFF RECOMMENDATION: Authorize staff to accept the Energy Efficiency & Conservation Block Grant award and purchase vehicles and equipment from Babbitt's Powersports in the amount of \$106,500.

K. Contract Award - First Street DPW- Engineering

Staff is requesting authorization to enter into a contact with McCormick Sand, Inc, in the amount of \$325,999.00 for the reconstruction of First Street from Hamilton to Apple.

Bids were solicited for a construction project to reconstruct and install sanitary sewer within First Street; from Hamilton to Apple. The project is necessary to prepare for future sanitary sewer work within Apple, which will take place in 2026. McCormick Sand provided the low bid.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with McCormick Sand, Inc in the amount of \$325,999.00 for the reconstruction of First Street; Hamilton to Apple.

M. Sale of 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity. Planning

Staff is seeking authorization to sell the City-owned vacant lots at 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity to Stephen Benedict, Stephens Home and Investments LLC, for the amount of \$56,175.

Stephen Benedict would like to purchase the City-owned buildable lots at 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity to build single family homes. 209 Merrill, 502 Mary, 845, 982, & 1003 Ducey, and 1007 Albert will be split into additional buildable lots. 346 Wood will have a new address on Leonard.

STAFF RECOMMENDATION: To authorize the Code Coordinator to complete the sale of 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity, as described in the purchase agreement and to have the Mayor and Clerk sign the purchase agreement.

N. Brunswick Sewer Repair Public Works

Staff is requesting authorization to accept the proposal from Terra Contractors to repair the sewer lateral at Brunswick on Laketon Ave.

City staff were recently called to address a problem with the sewer service at Brunswick on Laketon Ave. An investigation of the sewer lateral revealed a blockage and indicated additional damage that would need to be repaired. The repair would be complicated by the depth and location of the sewer main. Since the sewer main was located underneath the middle of Laketon Avenue, a complete closure of the roadway was required to safely excavate to the main.

In order to minimize the time that Laketon Avenue was completely closed, and to safely and efficiently excavate to the depths required for this project, staff recommended bringing in a contractor to complete the repair.

Staff solicited bids from three contractors. Terra Contractors provided the lowest bid and was selected to complete this repair. This work was authorized by the City Manager on September 6, 2024 under the Emergency Procurement provision of the Purchasing Policy. The Director of Public Works informed the City Commission of this work at the September 10, 2024 meeting. This work has now been completed and staff seeks retroactive approval.

Staff anticipates this cost will be borne by the owner of the Brunswick facility based on their ownership of the lateral as detailed in the City ordinance.

STAFF RECOMMENDATION: I move to authorize staff to sign the proposal with Terra Contractors to repair the Brunswick sewer lateral for \$91,185.00.

O. Concur with CRC Recommendations to Accept Resignations and Make Appointment City Clerk

To concur with the Community Relations Committee recommendation to accept the resignation of Derek Edlund from the Lakeside Business Improvement District and to accept the resignation of Jonathan Witmer from the Zoning Board of Appeals and to appoint Jordan Hite as a resident.

STAFF RECOMMENDATION: To accept the resignation of Derek Edlund from the Lakeside Business Improvement District and to accept the resignation of Jonathan Witmer from the Zoning Board of Appeals and to appoint Jordan Hite as a resident.

Motion by Commissioner German, second by Commissioner Kilgo, to adopt the Consent Agenda as presented minus items C, E, G, I, and L.

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

Nays: None

MOTION PASSES

2024-84 ITEMS REMOVED FROM THE CONSENT AGENDA

C. 880 First St. Demolition Bid Economic Development

Staff is requesting authorization to contract with Asbestos Abatement Incorporated for the demolition of the structure at 880 First St.

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

The request for bids was posted on July 29, 2024, with a submission deadline of Tuesday, September 3rd at 2:00 PM. A request to adjust bids in order to reflect prevailing wages was made. The City Clerk received six bids from the following companies:

- Asbestos Abatement Incorporated
- Dore & Associates, Inc.
- Melching Inc.
- Pro-Tech Environmental Inc.
- Pitsch Companies
- Bolle Contracting

Based on qualifications staff recommends awarding the contract to Asbestos Abatement Incorporated.

STAFF RECOMMENDATION: Authorize staff to contract with Asbestos Abatement Incorporated in the amount of \$211,200 for the 880 First St Demolition Project.

Motion by Commissioner Keener, second by Commissioner Gorman, to authorize staff to contract with Asbestos Abatement Incorporated in the amount of \$211,200 for the 880 First St Demolition Project.

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

Nays: None

MOTION PASSES

E. Opioid Settlement Funding & Management Agreement Manager's Office

Staff requests approval to enter into a Funding and Management Agreement with the County of Muskegon to allocate the City's Opioid Settlement Funds to help fund the county's existing opioid grant program.

In 2021, a \$26 billion nationwide settlement was reached to resolve all opioid litigation brought by states and local units of governments against various pharmaceutical distributors. The State of Michigan is estimated to receive approximately [\\$1.6 billion](#), by 2040.

Settlement funds are distributed to state and local governments (county, city, townships). A state-subdivision agreement between the State of Michigan and local government directs how opioid settlement funds are distributed. Payments are based on a national allocation formula which considers opioid overdose fatalities, prevalence of opioid use disorder and distribution of opioids. Fifty percent of funds go to county, city, and township governments. The estimated local government share is \$725 million. Fifty percent of funds go to the state's designated fund, [The Michigan Opioid Healing and Recovery Fund](#). The estimated state share is \$887 million.

Local governments can combine funds with counties, cities, townships and municipalities. Payment amounts will differ among the various settlements and may not be received annually. The City expects to receive approximately **\$605,256.92** through 2040. Since February 2023, the City has received **\$171,244.19**.

Settlement funds are intended to serve those most profoundly impacted by the drug overdose crisis, with allowable uses focusing on prevention, harm reduction, treatment and recovery.

The City's Settlement Funds would help fund the County's Opioid Settlement Fund grant program, established in 2023. An Opioid Settlement Funding and Management Agreement would exist between the City and County. Terms of the Agreement would stipulate that -

- City-contributed funds would be for the benefit of city residents, only;
- The City participates in the review and approval of applicants providing services to City residents;
- The City annually reviews, with the County, the Agreement as well as the Grant Program;
- Funds would be used for activities that meet the definition of opioid remediation, be evidence-based strategies or promising practices and align with approved uses;
- 5% of funds to be used for administrative expenses, including any reporting

requirements.

- The City would receive an annual accounting report of the grant program, including total funds awarded, name of the grantee, category of assistance, target audience, project summary and amounts approved.,

STAFF RECOMMENDATION: To approve the Opioid Settlement Funding and Management Agreement between the City of Muskegon and County of Muskegon, and authorize the Mayor and Clerk to sign.

Motion by Commissioner German, second by Vice Mayor St.Claire, to approve the Opioid Settlement Funding and Management Agreement between the City of Muskegon and County of Muskegon, and authorize the Mayor and Clerk to sign.

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

MOTION PASSES

G. Amendment to the Zoning Ordinance - Cat Cafés in Commercial Zones
SECOND READING Planning

Staff-initiated request to amend the zoning ordinance to allow cat cafés as a special use permitted in all commercial districts excluding B-1. This would include the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.

Staff has been receiving many calls regarding the desire to open a cat café in Muskegon. These types of businesses are becoming more popular throughout the state. A specific ordinance allowing these uses is necessary because any property housing more than four cats is considered a commercial kennel. The Planning Commission unanimously recommended approval of the ordinance amendment.

STAFF RECOMMENDATION: I move to amend the zoning ordinance to allow cat cafés as a special use permitted in the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.

Motion by Commissioner Gorman, second by Vice Mayor St.Claire, to amend the zoning ordinance to allow cat cafés as a special use permitted in the zones as presented.

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

MOTION PASSES

I. Apple Avenue Resolution Public Works

Staff requests adoption of a resolution supporting MDOT's preliminary designs for Apple Avenue, including lane reductions and non-motorized facilities. As presented and discussed October 7th, MDOT is progressing with the design of Apple Avenue. In accordance with public input that supports slower speeds, improved safety and upgraded facilities for pedestrians and bicyclists, MDOT is investigating reducing the number of lanes. In particular, as Apple Avenue approaches the downtown area, the street may be overbuilt for the amount of traffic. Reducing the number of lanes provide the opportunity to increase green space and potentially provide parking areas, again both thing supported by public feedback and focus groups.

In order to proceed with the studies necessary to support the lane reduction, MDOT needs a formal resolution from the City Commission. The resolution provides that and expresses the City's support for the project. Additional agreements, including a potential turnback agreement as discussed last night, will be presented as MDOT moves through the design process.

STAFF RECOMMENDATION: Adopt the resolution supporting MDOT's preliminary designs for Apple Avenue including lane reductions and non-motorized facilities.

Motion by Commissioner Kilgo, second by Commissioner German, to adopt the resolution supporting MDOT's preliminary designs for Apple Avenue including lane reductions and non-motorized facilities.

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

MOTION PASSES

L. Resolution Honoring NAACP Muskegon Branch 3147-B for 105 Years of Service Manager's Office

A resolution honoring the NAACP Muskegon Branch 3147-B for 105 years of service.

STAFF RECOMMENDATION: To adopt the resolution honoring the NAACP Muskegon Branch 3147-B for 105 Years of Service.

Motion by Commissioner German, second by Commissioner Keener, to adopt the resolution honoring the NAACP Muskegon Branch 3147-B for 105 Years of Service.

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

St. Clair
Nays: None

MOTION PASSES

2024-85 NEW BUSINESS

B. Creation of a short-term rental ordinance Planning

Staff-initiated request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance. The ordinance uses an overlay district approach, splitting the City up into 11 different zones. These zones match the City of Muskegon census tracts. Census tract information was used to determine the number of housing units in each zone. Each zone would be allowed up to 4% of the housing units as short-term rentals. Areas within the Downtown Development Authority and Lakeside Business Improvement District/Corridor Improvement Authority boundaries would be exempt from the cap on the number of units. There would be no limit to the amount of short-term rentals in these areas.

Please see the Short-Term Rental Chart that depicts the number of units and short-term rentals in each zone. At 4% of the units, Zone 1 would be over the limit by 39 short-term rentals. No new short-term rentals would be allowed in Zone 1 until the number of short-term rentals dropped below 34.

The Planning Commission held a public hearing on this request at a special meeting on Thursday, September 26. The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the short-term rental ordinance, with the following conditions:

1. Amend Section 1(c) - exemptions - to also include the Lakeside Corridor Improvement Authority along with the Lakeside Business Improvement District.
2. Remove Section 4 that would allow the transferring of licenses.

These conditions have been reflected in the ordinance. The redline version depicts the changes that the Planning Commission have requested.

STAFF RECOMMENDATION: I move to approve the request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance as presented.

Motion by Commissioner Keener, second by Commissioner German, to approve the request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance as presented.

Motion amended by Commissioner Keener, second by Commissioner Kochin to add Section 4, Transferring of Licenses.

ROLL VOTE ON FIRST AMENDMENT:

ROLL VOTE: Ayes: Kochin, St.Claire, Johnson, Kilgo, Keener

Nays: German, Gorman

MOTION PASSES

Motion amended by Vice Mayor St.Claire, second by Commissioner Kilgo, to add Section 5, Expiration of Exemption Granted During Moratorium.

ROLL VOTE ON SECOND AMENDMENT:

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

Nays: None

MOTION PASSES

ROLL VOTE ON ORIGINAL MOTION:

ROLL VOTE: Ayes: St.Claire, Johnson, Kilgo, Keener, and Kochin

Nays: Gorman and German

MOTION PASSES (REQUIRES SECOND READING)

C. Amendment to the zoning ordinance - definition of short-term rental

Planning

A definition for short-term rental in the zoning ordinance is necessary for the creation of a short-term rental ordinance.

Proposed definition:

Short-Term Rental - A property in which a tenant is allowed to lease the dwelling unit, without a host, for periods of less than 28 days but more than 24 hours in return for remuneration. A rental in which the host resides on premises shall not be considered a short-term rental, but shall still register with the City.

The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the definition of short-term rental.

STAFF RECOMMENDATION: I move to approve the request to amend Article II of the zoning ordinance to create a definition for short term rental as proposed.

Motion by Vice Mayor St.Claire, second by Commissioner Keener to approve the request to amend Article II of the zoning ordinance to create a definition for short term rental as proposed.

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

MOTION PASSES (REQUIRES SECOND READING)

A. FY25 Drinking Water State Revolving Fund (DWSRF) Engineering Services
Public Works

Staff requests authorization to enter into two contracts with Prein & Newhof in the total amount of \$1,113,600 for design and construction engineering services related to the FY25 Drinking Water State Revolving Fund (DWSRF) program, associated projects and service line replacements.

The City is again fortunate to have been offered loans, grants and principal forgiveness through the FY25 Drinking Water Revolving Fund (DWSRF) program through the State of Michigan Department of Environment, Great Lakes & Energy (EGLE). Specifically, the City has been offered a combination of grants and principal forgiveness totaling 20% funding, with the remaining 80% eligible for a 20- or 30-year loan at a 2% interest rate which is well below market.

Due to scoring requirements, several projects were included in the City's application and must be completed under the program in order to take advantage of the principle forgiveness (which is specifically associated with the lead service line replacement work). The overall budget for the projects is \$15,591,000. \$13,985,000 is for water mains, lead service lines and other work eligible for and included in the DWSRF program (the remainder will be paid from sewer and road funds on hand). Specifically, the program includes:

- \$10,000,000 for lead service line replacements, including \$2,797,000 in principle forgiveness
- \$392,000 for looping projects at Yuba and Wood and at Wildwood Lane and Dowd
- \$488,000 for recoating the interior of the Marshall Street Elevated Storage Tank (water tower)
- \$3,105,000 for the replacement of water main and lead service lines in Catherine Avenue from Irwin to Wood
- \$1,606,000 of ineligible costs for the Catherine Avenue project to be paid for with local street and sewer funds on hand

Depending on bid prices, it is anticipated the FY25 program will replace up to 1,400 lead service lines. The debt service fee the DWSRF-eligible portion of the program is expected to add to the water bill is estimated at \$3.45 per month for a residential account, and would begin impacting customer's bills in FY27 or FY28. Portions of the engineering work required for these projects are included in

the 24/25 budget and should they move forward, the projects will continue to have allocations included in the 25/26 and 26/27 fiscal year budgets. The engineering costs are eligible for the principle forgiveness and bond at the same cost split as the construction work.

A qualifications-based process was used in 2019 that shortlisted Prein & Newhof along with two other firms to provide engineering services for these projects.

Staff solicited proposals from Prein & Newhof which totaled \$1,113,600, split into one contract for the lead service line replacements and a second contract for the remainder of the projects. The staff has reviewed the proposals and feels Prein & Newhof are best suited to handle these projects based on their experience and their intimate familiarity with our water system, the DWSRF program, and their history of exemplary performance on similar projects over the past several years.

STAFF RECOMMENDATION: Authorize staff to enter into two contracts with Prein & Newhof in the total amount of \$1,113,600 for design and construction engineering services related to the FY25 Drinking Water State Revolving Fund (DWSRF) program, associated projects and service line replacements.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to authorize staff to enter into two contracts with Prein & Newhof in the total amount of \$1,113,600 for design and construction engineering services related to the FY25 Drinking Water State Revolving Fund (DWSRF) program, associated projects and service line replacements.

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

MOTION PASSES

2024-86 ANY OTHER BUSINESS

Motion by Commissioner Keener, second by Vice Mayor St.Clair, to extend the short term rental moratorium until the ordinance is in effect.

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

MOTION PASSES

PUBLIC COMMENT ON NON-AGENDA ITEMS

Public comments received.

ADJOURNMENT

The City Commission Meeting adjourned at 9:07 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Land Bank - Trade Parcels												
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning												
Brief Summary: The Muskegon County Land Bank sold 1694 Pine to the City in error. They would like to trade that property for 1221 Sanford.													
Detailed Summary & Background: 1694 Pine was purchased by Development Services from the Muskegon County Land Bank for \$3,500. We were then notified that this address was already pledged in a Purchase Agreement to Allen Edwin in their workforce rental program. The Land Bank proposed a trade for 1221 Sanford. Development Services is agreeable to that trade. 1221 Sanford is of similar size and condition. The Land Bank will cover any costs associated with the transaction.													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Infill housing opportunity. Diverse housing types. Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business													
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><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"/>							
Fund(s) or Account(s): Public Improvement Fund.	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><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: To authorize the Code Coordinator, Samantha Pulos, to facilitate the trade of 1694 Pine and 1221 Sanford, with the Muskegon County Land Bank.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		Communication			Guest(s) Invited / Presenting: No
Immediate Division Head	x												
Information Technology													
Other Division Heads	x												
Communication													

Legal Review	x		
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October 2, 2024

Jake Eckholm
City of Muskegon

Dear Mr. Eckholm:

The Muskegon County Land Bank Authority recently sold the property 1694 Pine St to the City of Muskegon. This transaction was performed in error (on my part), as the property was already pledged via a purchase agreement to Allen Edwin in their workforce rental building program.

I was wondering if the City might be interested in a "trade". We would deed 1221 Sanford St (a lot of similar size and condition) to the City in exchange for the City deeding 1694 Pine St back to the MCLBA. We would then sell the property to Allen Edwin, as it was in Allen Edwin's latest request for conveyance. The Land Bank will gladly compensate the City for any recording fees or other hassles associated with the transaction.

Please contact me with any further questions.

Sincerely

A handwritten signature in blue ink, appearing to read 'Tim Burgess', written over a horizontal line.

Tim Burgess

Muskegon County Land Bank

Muskegon County Land Bank Authority
173 E. Apple Avenue, Suite 104, Muskegon, MI 49442
231-724-6170 phone 231-724-6549 fax

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024		Title: General Fund Transfers for FY 2023-24										
Submitted by: Kenneth Grant, Finance Director		Department: Finance										
<p>Brief Summary: During the close out of fiscal year 2023-24 and based on the financial results for the fiscal year ended June 30, 2024, we want to transfer \$50,000 from the General Fund to the Public Services Fund to prevent a negative unrestricted balance. A negative unrestricted balance will require a deficit elimination plan with the State of Michigan.</p>												
<p>Detailed Summary & Background: During the close out of fiscal year 2023-24 and based on the financial results for the fiscal year ended June 30, 2024, we want to transfer \$50,000 from the General Fund to the Public Services Fund to prevent a negative unrestricted balance. A negative unrestricted balance will require a deficit elimination plan with the State of Michigan. At the end of the 2023-24 fiscal year, the audit shows that unrestricted position is negative. By transferring funds from the General Fund this issue will be resolved.</p>												
<p>Goal/Focus Area/Action Item Addressed:</p> <p>Key Focus Areas:</p> <p>Goal/Action Item:</p>												
<p>Amount Requested: \$50,000</p>		<p>Budgeted Item:</p> <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No	<input checked="" type="checkbox"/>	N/A				
Yes		No	<input checked="" type="checkbox"/>	N/A								
<p>Fund(s) or Account(s): General Fund (101) to Public Services Building Fund (642)</p>		<p>Budget Amendment Needed:</p> <table border="1"> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes	<input checked="" type="checkbox"/>	No		N/A				
Yes	<input checked="" type="checkbox"/>	No		N/A								
<p>Recommended Motion: To approve the General Fund transfer of \$50,000 to the Public Services Fund in order to avoid filing a deficit elimination plan with the State of Michigan.</p>												
<p>Approvals:</p> <table border="1"> <tr> <td>Immediate Division Head</td> <td><input checked="" type="checkbox"/></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> </table>		Immediate Division Head	<input checked="" type="checkbox"/>		Information Technology			Other Division Heads			<p>Guest(s) Invited / Presenting:</p> <p>No</p>	
Immediate Division Head	<input checked="" type="checkbox"/>											
Information Technology												
Other Division Heads												

Communication			
Legal Review			

WATCH MUSKEGON

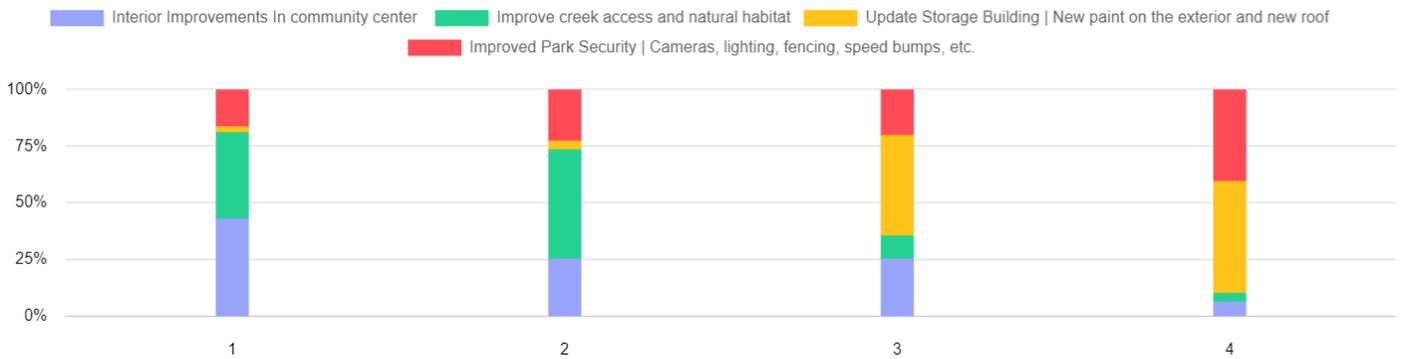
Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: GameTime Playground Grant - Smith-Ryerson Park							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
Brief Summary: Staff requests authorization to enter into a contract with Sinclair Recreation in the amount of \$178,000 for the purchase and installation of a new playground at Smith-Ryerson park.								
Detailed Summary & Background: Staff applied and was selected for a GameTime matching funds playground grant. The grant provides 100% matching funds for equipment purchases (essentially 50% off). The park being proposed for this grant is Smith-Ryerson park. The playground is beyond the recommended lifespan and a new playground was budgeted through the commission approved capital improvement plan. The feedback from the parks master plan survey supports this investment at Smith-Ryerson park as this is our largest park on the east side of town. We developed this structure through feedback from the survey and engagement from staff at the playground throughout the summer. The total cost for the playground and installation is \$178,000 which fits into the overall budget for improvements at Smith-Ryerson park.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life								
Amount Requested: \$178,000	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes	x	No		N/A		
Yes	x	No		N/A				
Fund(s) or Account(s): 101-901-801-092418	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>x</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	x	N/A		
Yes		No	x	N/A				
Recommended Motion: Authorize staff to enter into a contract with Sinclair Recreation in the amount of \$178,000 for the purchase and installation of a new playground at Smith-Ryerson park.								
Approvals: <table border="1"> <tr> <td>Immediate Division</td> <td>x</td> <td></td> </tr> </table>	Immediate Division	x		Guest(s) Invited / Presenting:				
Immediate Division	x							

Head			No
Information Technology			
Other Division Heads			
Communication			
Legal Review			

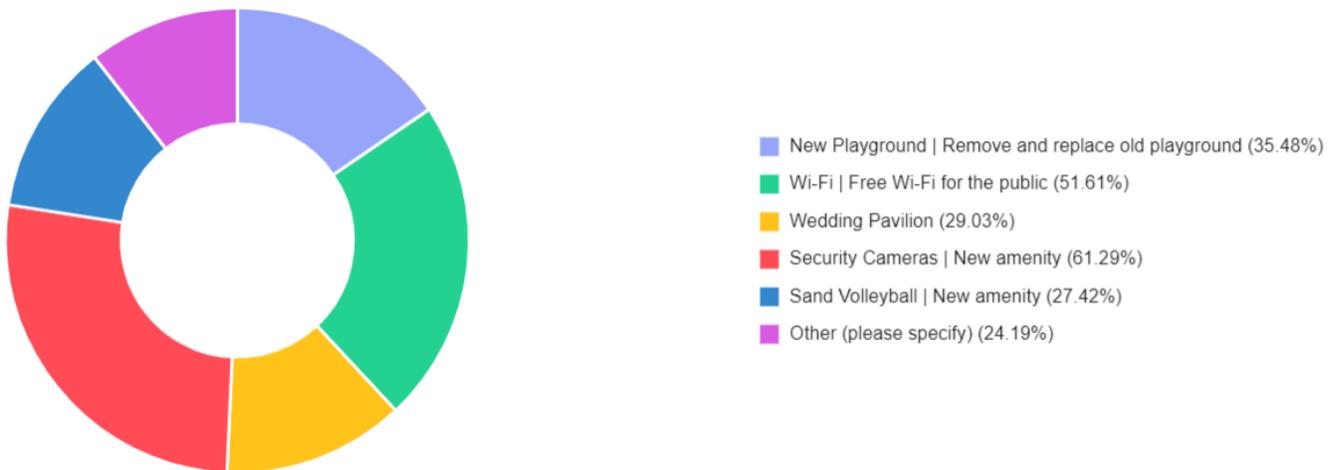
Smith-Ryerson Park Results

Question 1 | Please rank the items below in order of importance to you.



ANSWER OPTION	1ST PRIORITY	2ND PRIORITY	3RD PRIORITY	4TH PRIORITY	TOTAL	SCORE
Improve creek access and natural habitat	37.97% 30	48.1% 38	10.13% 8	3.8% 3	79	1.80
Interior Improvements in Community Center	43.04% 34	25.32% 20	25.32% 20	6.33% 5	79	1.95
Improved Park Security	16.46% 13	22.78% 18	20.25% 16	40.51% 32	79	2.85
Update Storage Building	2.53% 2	3.8% 3	44.3% 35	49.37% 39	79	3.41

Question 2 | If you could add something new to the park, what would it be? Select all that apply.



*Other (please specify)" responses on open feedback results.



Rendered in Old Glory Palette

City of Muskegon Smith-Ryerson Park - Option Two Rev.



Rendered in Old Glory Palette



City of Muskegon Smith-Ryerson Park - Option Two Rev.



Rendered in Old Glory Palette

City of Muskegon Smith-Ryerson Park - Option Two Rev.



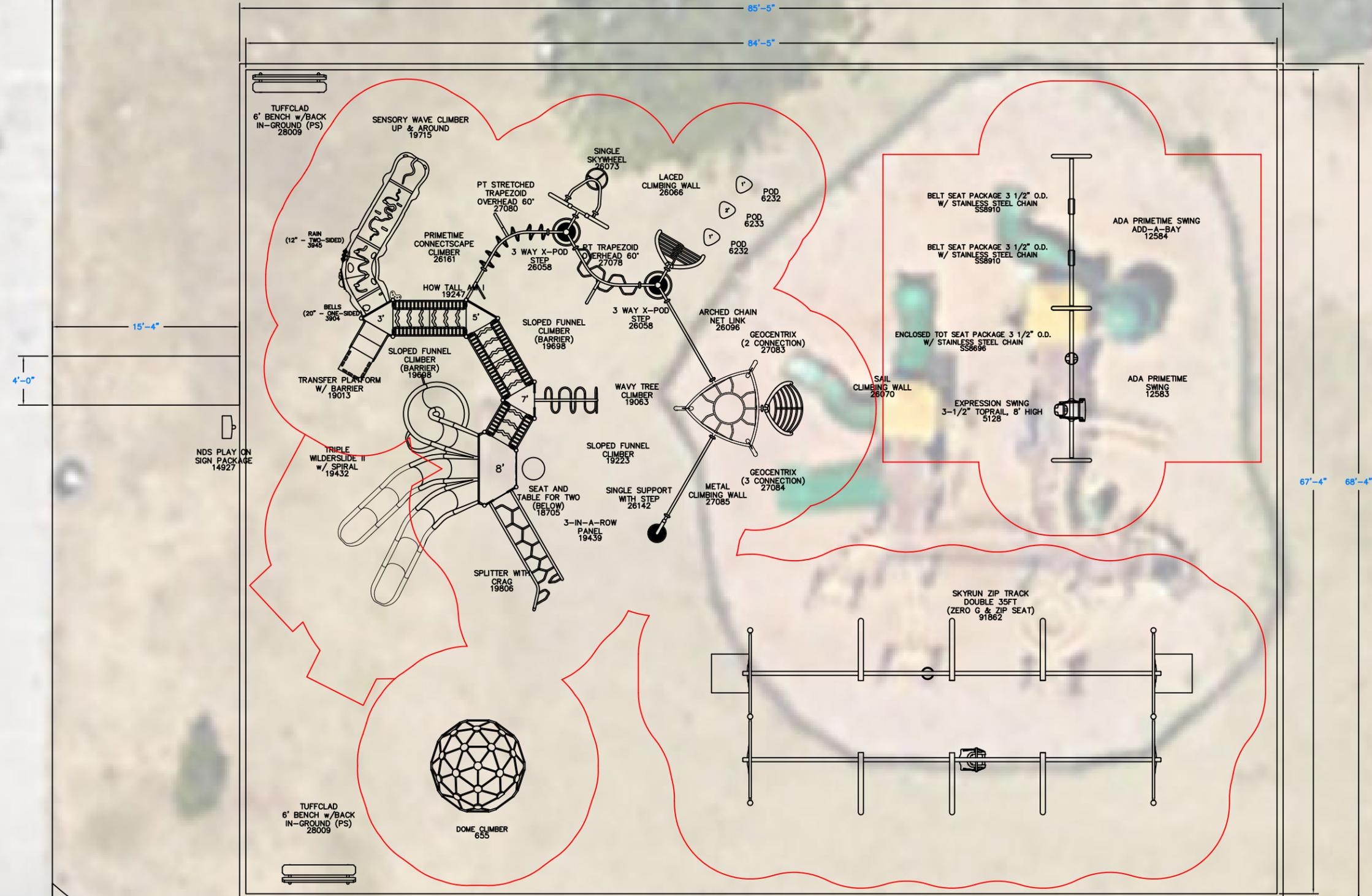
Rendered in Old Glory Palette

City of Muskegon Smith-Ryerson Park - Option Two Rev.



Rendered in Old Glory Palette

City of Muskegon Smith-Ryerson Park - Option Two Rev.



GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

ISO 9001 CERTIFIED

City of Muskegon
Smith-Ryerson Park - Two Rev
Muskegon, MI

Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	9	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	9	Required	5
Total Accessible Ground Level Components Shown	15	Required	3
Total Different Types Of Ground Level Components	8	Required	3

This play equipment is recommended for children ages
5-12

Minimum Area Required:
Scale: Bar
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
ALW
Date:
9/27/2024
Drawing Name:
Muskegon - City of Muskegon



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/27/2024
 Quote #
 106795-02-03

2024 Grant Playgrounds - Smith-Ryerson Park - Grant Check with Order - Option Two - Rev One

City of Muskegon
 Attn: Kyle Karczewski
 PO BOX 536
 MUSKEGON, MI 49443-0536
 United States
 Kyle.karczewski@shorelinecity.com

Ship to Zip 49440

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Modified Elliot unit for 5-12 year olds	\$99,390.00	\$99,390.00
		(1) 3904 -- Bells 20" 1S		
		(1) 3945 -- Rain 12" 2S		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(1) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(2) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(1) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'		
		(3) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18705 -- Seat And Table For Two 36"		
		(1) 19013 -- Transfer Platform W/ Barrier (3')		
		(1) 19063 -- Wavy Tree (6'-6" & 7')		
		(1) 19223 -- Sloped Funnel Climber		
		(1) 19247 -- How Tall Am I		
		(1) 19432 -- Triple W/ Spiral		
		(1) 19439 -- 3 in a Row Panel		
		(2) 19698 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 19715 -- PT Sensory Wave Up & Around (3' & 3')		
		(1) 19806 -- Splitter 8'		
		(2) 26058 -- 3 Way X-Pod Step		
		(1) 26073 -- Single Sky Wheel		
		(13) 26094 -- Triangular Shroud		
		(1) 26096 -- Arched Chain Net Link (Stainless)		
		(1) 26142 -- Single With Step		
		(1) 26161 -- 5'-0" Connectscape Climber		
		(1) 27078 -- Trapezoid Overhead Ladder 60 Deg PT		
		(1) 27080 -- Stretched Trapezoid Overhead - 60 Deg		
		(3) G12068 -- 3 1/2"Uprt Ass'Y Galv 13'		
		(4) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(1) 27085 -- Metal Climbing Wall Link		
		(2) 6232 -- Pod (1'-0")		





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2024 Grant Playgrounds - Smith-Ryerson Park - Grant Check with Order - Option Two - Rev One

Quantity	Part #	Description	Unit Price	Amount
		(1) 27084 -- Geocentrix 3 Connection		
		(1) 26070 -- Sail Climbing Wall Attachment		
		(1) 6233 -- Pod (2'-0")		
		(1) 26066 -- Laced Climbing Wall Attachment		
1	91862	GameTime - SkyRun Zip Track 35 ft Zero G & Zip Db	\$30,999.00	\$30,999.00
1	RDU	GameTime - Swings with Seats	\$6,384.00	\$6,384.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(1) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	655	GameTime - Dome Climber	\$2,054.00	\$2,054.00
2	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,025.00	\$2,050.00
1	14927	GameTime - NDS Play On Sign Package		
304	TIMBERS	Installation - Wood timber edging double stacked 6x6 to surround play area	\$23.00	\$6,992.00
1	REMOVAL	Installation - Removal and disposal of existing equipment and edging- Includes removal of EWF from existing play area not in proposed play area	\$14,250.00	\$14,250.00
5690	EWF	GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown in	\$2.60	\$14,794.00
62	CONCRETE	Installation - Furnish and install concrete access sidewalk from parking lot to play area- Includes excavation of pad	\$16.00	\$992.00
5690	EXCAVATION	Installation - Excavation with removal of spoils to a depth of 12" for new EWF surfacing- Includes removal of EWF from existing play area not in proposed play area	\$2.60	\$14,794.00
1	INSTALL	Installation - Installation of GameTime equipment	\$38,560.00	\$38,560.00
Contract: OMNIA #2017001134			Sub Total	\$231,259.00
			Grant	(\$55,134.71)
			Estimated Freight	\$1,800.00
			Total	\$177,924.29

Comments

Matching Grant Funds are available until October 25th, 2024 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$87,548.29 **must be received at the time of order.**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**





GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/27/2024
 Quote #
 106795-02-03

2024 Grant Playgrounds - Smith-Ryerson Park - Grant Check with Order - Option Two - Rev One

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 8-10 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order **MUST** be received no later than October 18th, with full payment to allow for processing, and your order will ship within 6-10 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the **full** amount **MUST** accompany your order.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.



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2024 Grant Playgrounds - Smith-Ryerson Park - Grant Check with Order - Option Two - Rev One

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$177,924.29

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____
(For Accounts Payable)

Tel: _____
(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Parks Restroom Improvements							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
<p>Brief Summary: Staff is requesting authorization to contract with the low bidder, Muskegon Quality Builders, in the amount of \$38,525 for park restroom improvements for McCrea, Beukema & Seyferth Park.</p>								
<p>Detailed Summary & Background: Through our parks master plan survey, we received feedback that our residents desire improvements to some of our park restrooms. The most in need at this time (and the parks with the highest amount of feedback for improvements) are Seyferth, Beukema and McCrea. \$100,000 was budgeted through the adopted Parks Capital Improvement Plan for these improvements. Upgrades include installing porcelain fixtures and removing stainless steel, masonry work for ADA improvements and installing new partitions, to name a few. Our department would like to select the lowest bidder, Muskegon Quality Builders, at \$38,525. The remainder of the budgeted funds will be redirected to new and other capital improvement projects as needed.</p> <p>Bid Tab</p> <p>Muskegon Quality Builders: \$38,525</p> <p>Bultsma Construction Co.: \$69,731</p>								
<p>Goal/Focus Area/Action Item Addressed:</p> <p>Key Focus Areas: Enhanced Parks and Recreation Department and Services</p> <p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services</p>								
<p>Amount Requested: \$38,525</p>	<p>Budgeted Item:</p> <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes	x	No		N/A		
Yes	x	No		N/A				
<p>Fund(s) or Account(s): 101-901-801-092418</p>	<p>Budget Amendment Needed:</p> <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>x</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	x	N/A		
Yes		No	x	N/A				
<p>Recommended Motion: Authorize staff to contract with Muskegon Quality Builders in the amount of \$38,525 for park restroom</p>								

improvements for McCrea, Beukema & Seyferth Park.

Approvals:

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

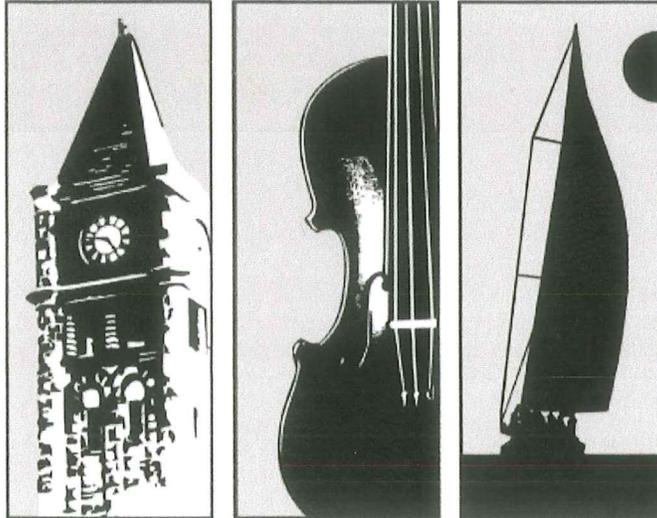
Guest(s) Invited / Presenting:

No

Bid Form
Park Bathroom Improvements: Seyferth, Beukema & McCrea

Item No.	Description	Location	Unit	Quantity	Price	Amount
1	Remove block partition wall & refinish remaining wall and floor	Beukema	Each	2	\$2,400 ⁰⁰	34,800 ⁰⁰
2	Install doored partitions, per stall, includes rails and hardware	Beukema	Each	3	\$3,185	\$9,555 ⁰⁰
3	Install urinal screen, includes hardware	Beukema	Each	1	\$1,120 ⁰⁰	\$1,120 ⁰⁰
4	Remove all existing partitions & refinish walls and floors, per bathroom	McCrea	Each	2	\$800 ⁰⁰	\$1,600 ⁰⁰
5	Install doored partitions, per stall, includes rails and hardware	McCrea	Each	3	\$2,085 ⁰⁰	\$6,255 ⁰⁰
6	Install urinal screen, includes hardware	McCrea	Each	1	\$520 ⁰⁰	\$520 ⁰⁰
7	Remove all existing partitions & refinish walls and floors, per bathroom	Seyferth	Each	2	\$800 ⁰⁰	\$1,600 ⁰⁰
8	Install doored partitions, per stall, includes rails and hardware	Seyferth	Each	3	\$2,085 ⁰⁰	\$6,255 ⁰⁰
9	Install urinal screen, includes hardware	Seyferth	Each	1	\$520 ⁰⁰	\$520 ⁰⁰
10	Remove existing stool and repair block wall (salvage flush valve)	Beukema	Each	3	\$200 ⁰⁰	\$600 ⁰⁰
11	Install new porcelain stool and wall-mount (use ex. flush valve)	Beukema	Each	3	\$300 ⁰⁰	\$900 ⁰⁰
12	Remove existing urinal and repair block wall (salvage flush valve)	Beukema	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
13	Install new porcelain urinal and wall-mount (use ex. flush valve)	Beukema	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
14	Remove existing stool and repair block wall (salvage flush valve)	McCrea	Each	3	\$300 ⁰⁰	\$900 ⁰⁰
15	Install new porcelain stool and wall-mount (use ex. flush valve)	McCrea	Each	3	\$300 ⁰⁰	\$900 ⁰⁰
16	Remove existing urinal and repair block wall (salvage flush valve)	McCrea	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
17	Install new porcelain urinal and wall-mount (use ex. flush valve)	McCrea	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
18	Remove existing stool and repair block wall (salvage flush valve)	Seyferth	Each	3	\$300 ⁰⁰	\$900 ⁰⁰
19	Install new porcelain stool and wall-mount (use ex. flush valve)	Seyferth	Each	3	\$300 ⁰⁰	\$900 ⁰⁰
20	Remove existing urinal and repair block wall (salvage flush valve)	Seyferth	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
21	Install new porcelain urinal and wall-mount (use ex. flush valve)	Seyferth	Each	1	\$200 ⁰⁰	\$200 ⁰⁰
Total Bid:						\$38,525⁰⁰

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONTRACTOR

REQUEST FOR PROPOSALS

PROJECT NAME: Park Bathroom Improvements: Seyferth, Beukema,
& McCrea

DATE OF ISSUANCE: September 13th, 2024

DATE PROPOSAL DUE: October, 10th, 2024 (by 2 p.m.)

ISSUING OFFICE: City of Muskegon
c/o Matt Schwemin
Department of Public Works
1350 Keating Ave.
Muskegon, MI 49442
Tel. (231) 724-6920
Matt.schwemin@shorelinecity.com

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EVALUATION 7
TENTATIVE SCHEDULE FOR AWARD 7
INSURANCE REQUIREMENTS..... 8

Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Matt Schwemin, Park Supervisor of Public Works for the City of Muskegon at (231) 724-6920, or via E-mail at Matt.Schwemin@shorelinecity.com

PROPOSAL & AWARD

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

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

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

Signature/Date Thomas J. 10-10-24

Title President

Firm Name Muskegon Quality Builders, Inc.

Address 2837 Peck Street

Muskegon, MI 49444

Telephone 231-733-4278

E-Mail Thomas@MQBInc.com

INSTRUCTIONS TO BUSINESSES

PROPOSALS

All proposals must be submitted following the proposal format supplied in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP documents, and at its option may reject the same.

Each firm will include in their proposal a listing of each principal and the names of any proposed sub-consultant/contractor and the name and address of each office which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
City Clerk's Office
Attn: Bathroom Improvements
933 Terrace Street
Muskegon, MI. 49440

The envelope shall be clearly marked on the exterior denoting the name of the business submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM, Thursday, October 10th 2024.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made. The award will not be completed until confirmed and recommended by the city commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the bidder in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

TERMS

Businesses must bid the entire project, acting as the General Contractor, responsible for the design and oversight of the entire project including, remodeling, refinishing, troubleshooting, scheduling, and completion of the punch list found in the final walkthrough.

PROJECT-SPECIFIC REQUIREMENTS

INTRODUCTION

The City of Muskegon is seeking bids for 3-bathroom furnishings. In general, the work consists of new toilets and partitions in these locations: A.E. McCrea Park, O.A. Seyferth Playfield, and Beukema Park.

Contractors will be required to obtain permits (as applicable) through the City of Muskegon Building Department (SafeBuilt), and meet all permit requirements. Fees will be waived or paid by the City.

At Beukema Park, the existing partitions are masonry block. The masonry block partitions must be removed in order to create ADA-accessible stalls and in order to make room for the new dividers.

A mandatory pre-bid meeting will be held on **Thursday September 26th at 9:30am** at Beukema Park, and will continue through each of the locations.

The project must be complete by **May 1st, 2025**.

BIDDING REQUIREMENTS

The City has a fixed budget of \$100,000 for this project. Bidders shall use the included bid form, which is prioritized in numerical order by the City's needs. Bidders shall draw a dark line under the item that brings the bidders total to \$100,000 (or under the item that brings the total closest to \$100,000 without going over). Bidders must complete the entire bid form, so that in the event the City is able to secure more funding pricing has already been established.

Any items not specifically listed in the bid form but necessary to perform the general description of the work herein, as described at the pre-bid meeting, and as required by building and trade permitting shall be considered as included in other listed items.

MATERIAL REQUIREMENTS

Partitions: Graffiti-resistant polymer panels, floor mounted/overhead braced, aluminum hardware. Scranton Products "Hiny Hiders" or City-approved equivalent.

Stools and Urinals: Wall-mounted commercial-grade porcelain.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Reese Pavilion Construction											
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks											
Brief Summary: Staff seeks authorization to enter into a contract with Patron Construction in the amount of \$51,010 for construction of a pavilion at Reese Park.												
Detailed Summary & Background: The Parks department recently applied for and received a CDBG grant from the Economic Development division for \$20,000 for a pavilion at Reese Park. The demand for this project was first raised by the Boys & Girls Clubs of Muskegon Lakeshore. Our local BGC holds a summer camp at this location and a shaded outdoor area would greatly improve the quality of their program as we do not have usable space at the park that is out of the elements. The pavilion will also be an affordable rental option for our residents (between \$30 to \$60), as this park has great amenities for birthday parties or family gatherings. This project is included in the adopted Parks Capital Improvement Plan and the cost above the CDBG grant will come from funds devoted to that effort. Staff recommends the lowest bidder, Patron Construction, for \$51,010. Bid Tab Patron Construction: \$51,010 North Shore Property Solutions: \$59,500 Muskegon Quality Builders: \$74,851 Sinclair Recreation: \$78,880 American Athletix: \$108,137 Midwest Construction Group: \$176,385												
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services												
Amount Requested: \$51,010	Budgeted Item: <table border="1" data-bbox="846 1745 1544 1797"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>					Yes	x	No		N/A		
Yes	x	No		N/A								
Fund(s) or Account(s): 101-901-801-092418	Budget Amendment Needed: <table border="1" data-bbox="846 1871 1544 1923"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>x</td> <td>N/A</td> <td></td> <td></td> </tr> </table>					Yes		No	x	N/A		
Yes		No	x	N/A								

Recommended Motion:

Authorize staff to enter into a contract with Patron Construction in the amount of \$51,010 for construction of a pavilion at Reese Park.

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"/>	

Guest(s) Invited / Presenting:

No

PROPOSAL & AWARD

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

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

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

Signature  Title Project Manager

Print Name David Stitt Date 10/10/2024

Firm Name Patron Construction INC

Address 8360 Holton Rd
Holton, MI 49425

Telephone No. 231-821-2516

E-Mail vstitt@patron67.com

Fax No. 231-821-2802

BID FORM

<u>Base Bid</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Site Grading	1 LSUM	-	\$2,176
4" Concrete Slab	1 LSUM	-	\$5,698
Pavilion Construction	1 LSUM	-	\$15,097
Pavilion Electrical	1 LSUM	-	\$15,015
Mobilization/Cleanup	1 LSUM	-	\$11,524

\$49,510 TOTAL
+ 1,500 Arch Fees
51,010

Company Name: PATRON CONSTRUCTION INC

Address: 8360 HOLTON RD, HOLTON, MI 49425

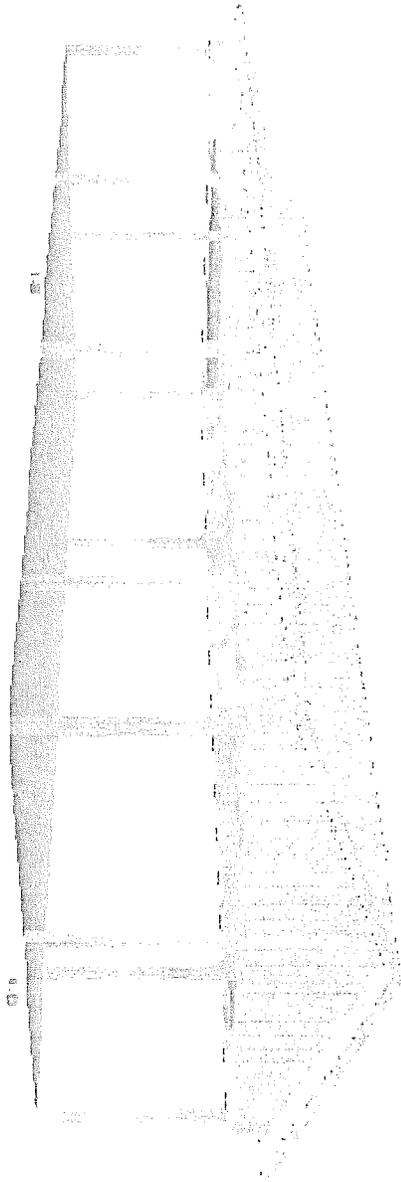
Phone: 231-821-2516

Email: VSTITT@PATRON67.COM

Signature/Date:  10/10/2024

Title: PROJECT MANAGER

Printed Name: DAVID STITT



20 x 40

pull bar framed construct

SUB CONTRACTORS

SUB

TN ELECTRIC

SLATER CONTRACTORS

TRADE

ELECTRIC

POST FRAMING

150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waterstone Insurance Agency, Inc. 565 B. W. Western Ave Muskegon, MI 49440	CONTACT NAME: Michael Johnson	FAX (A/C, No): 231-726-4294	
	PHONE (A/C, No, Ex): 231-726-4046	E-MAIL: mwj@waterstoneinsurance.com	
INSURED Patron Construction, Inc 8360 Holton Road Holton, MI 49425	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Fremont Insurance Company	13994	
	INSURER B: Safety Nat'l Cas Co/ABC SIWFC		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00002849-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y Y	CPP 0039821 00	6/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	CAP 0042712 00	6/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000.00 <input checked="" type="checkbox"/> CLAIMS-MADE		U 0030367 00	6/1/2024	5/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	PATRO-C	5/1/2024	4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (MWJ)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Resolution to urge the United States Department of the Interior to approve the petition of the Grand River Bands of Ottawa Indians for Federal Acknowledgment.															
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office															
Brief Summary: Seeking commission approval of a resolution to urge the United States Department of the Interior to approve the petition of the Grand River Bands of Ottawa Indians for Federal Acknowledgment.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: Administrative Action																
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%; text-align: center;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%; text-align: center;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Recommended Motion: Adopt the Resolution to urge the United States Department of the Interior to approve the petition of the Grand River Bands of Ottawa Indians for Federal Acknowledgment.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

CITY OF MUSKEGON, MI

RESOLUTION NO. _____

A RESOLUTION TO URGE THE UNITED STATES DEPARTMENT OF THE INTERIOR TO APPROVE THE PETITION OF THE GRAND RIVER BANDS OF OTTAWA INDIANS FOR FEDERAL ACKNOWLEDGMENT

WHEREAS, the Grand River Bands of Ottawa Indians (GRBOI) are signatories to numerous treaties with the United States Federal Government, establishing a sovereign-to-sovereign relationship beginning with the 1795 Treaty of Greenville, and continuing through the 1807 Treaty of Detroit, the 1821 Treaty of Chicago, and the 1836 Treaty of Washington; and

WHEREAS, this sovereign relationship was further solidified by the Treaty of Detroit (1855), which set aside a specific reservation for the Grand River Bands of Ottawa Indians located in western Michigan, including areas north of the Grand River, in and around Muskegon and Grand Rapids; and

WHEREAS, the Grand River Bands of Ottawa Indians are the political successor-in-interest to the Grand River Ottawa people, and their relationship with the United States has been consistent with other recognized Michigan treaty tribes; and

WHEREAS, the State of Michigan recognized the Grand River Bands of Ottawa Indians in 1996 as a historic Indian tribe that continues to exist as a tribal entity; and

WHEREAS, in 1997, the United States Congress, in anticipation of formal federal acknowledgment, passed the Michigan Indian Land Claims Settlement Act (P.L. 105-143), which included provisions for land claim settlements for the Grand River Bands of Ottawa Indians; and

WHEREAS, the Grand River Bands of Ottawa Indians filed Petition #146 for federal acknowledgment with the United States Department of the Interior, Office of Federal Acknowledgment, in 1994, and that petition remains pending after decades of delay; and

WHEREAS, this undue delay has caused significant harm to the members of the Grand River Bands of Ottawa Indians, depriving them of crucial opportunities to support their community in areas such as housing, health care, public safety, and education;

NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon urges the United States Department of the Interior to approve the petition of the Grand River Bands of Ottawa Indians for federal acknowledgment in an expeditious manner;

AND, BE IT FUTHER RESOLVED, that copies of this resolution be transmitted to the Governor of Michigan, the United States Secretary of the Interior, and other relevant officials.

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

Yeas:

Nays:

Absent:

Adopted this 22nd day of October, 2024.

By: _____
Kenneth D. Johnson, Mayor

By: _____
Ann Marie Meisch, MMC – City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 22, 2024.

By: _____
Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Vacation of the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave.							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: The applicant owns the former "Corner" building at the corner of Muskegon/3rd. They have requested to vacate the remaining portion of the alley that dead ends at the eastern edge of their property. The applicant does not intend on building over the alley. However, they would like to limit car access through the area with landscaping planters and/or art pieces. They are also considering a decorative walkway that would lead pedestrians towards the Muskegon Museum of Art.								
Detailed Summary & Background: Vacating an alley relinquishes the City's interest in the alley. However, a utility easement would still remain in effect. After vacating the alley, the land would be owned by everyone in the block. No permanent structures would be allowed over the former alley until it has been replatted. There are sanitary and storm sewers located in the alley. The City must maintain an easement to this infrastructure once the alley is vacated. Any approval of the vacation should be contingent upon the City retaining a utility easement. The Planning Commission unanimously (8-0, 1 member absent) recommended in favor of vacating the alley with the condition that the City retains a utility easement with the same boundaries as the alley being vacated.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" data-bbox="846 1598 1544 1654"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" data-bbox="846 1728 1544 1785"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move that the request to vacate the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave, be approved with the condition that the City retains a utility easement with the same boundaries as the alley being vacated.								

Approvals:

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

Guest(s) Invited / Presenting:

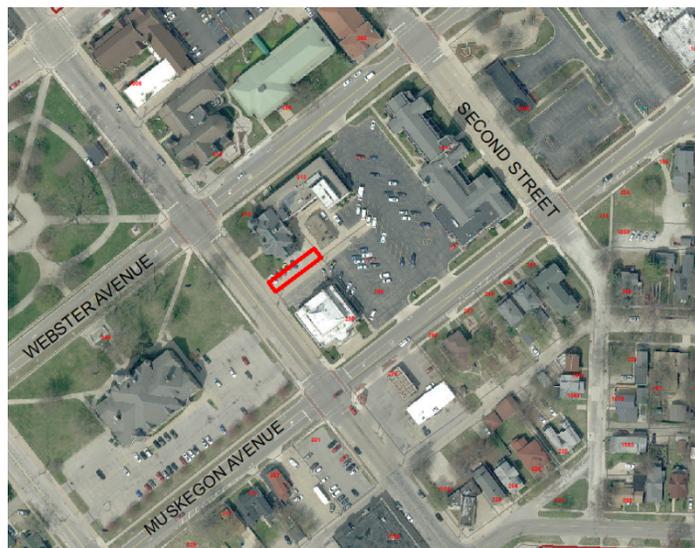
No

Planning Commission Staff Report Excerpt
October 10, 2024

Hearing, Case 2024-25: Request to vacate the remaining portion of the alley between 2nd St and 3rd St, north of Webster Ave and south of Clay Ave, by West Haven 280 LLC.

SUMMARY

1. The applicant owns the former “Corner” building at the corner of Muskegon/3rd. They have requested to vacate the remaining portion of the alley that dead ends at the eastern edge of their property.
2. The applicant does not intend on building over the alley, however they would like to limit car access through the area with landscaping planters and/or art pieces. They are also considering a decorative walkway that would lead pedestrians towards the Muskegon Museum of Art.
3. Vacating an alley relinquishes the City’s interest in the alley. However, a utility easement would still remain in effect. After vacating the alley, the land would be owned by everyone in the block. No permanent structures would be allowed over the former alley until it has been replatted.
4. There are sanitary and storm sewers located in the alley. The City must maintain an easement to this infrastructure once the alley is vacated. An approval of the vacation should be contingent upon the City retaining a utility easement.
5. Notification was sent to everyone in the block. At the time of this writing, staff had not received any public comments.



STAFF RECOMMENDATION

Staff recommends approval of the alley vacation as long as access to the utilities remains.

CITY OF MUSKEGON

RESOLUTION No. _____

RESOLUTION TO VACATE A PUBLIC ALLEY

THE REMAINING PORTION OF THE ALLEY BETWEEN 2ND ST AND 3RD ST, SOUTH OF WEBSTER AVE AND NORTH OF MUSKEGON AVE

WHEREAS, a petition has been received to vacate the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave; and

WHEREAS, the Planning Commission held a public hearing on October 10, 2024 to consider the petition and subsequently recommended the vacation with the condition that access to utilities remains; and

WHEREAS, due notice had been given of said hearing as well as the October 22, 2024 City Commission meeting to consider the recommendation of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED that the City Commission deems it advisable for the public interest to vacate the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave;

BE IT FURTHER RESOLVED that the City Commission does hereby declare the said alley vacated and discontinued provided, however, that this action on the part of the City Commission shall not operate so as to conflict with any fire access or the utility rights heretofore acquired by the City or by any public service utility in the City of Muskegon, operating in, over and upon said portion of street hereby vacated, and it is hereby expressly declared that any such rights shall remain in full force and effect;

BE IT FURTHER RESOLVED that after any maintenance and repair by the City, the city shall restore the disturbed area to the grade and paving in existence at the time of vacation. The City shall not be responsible to replace special planting, landscaping, fences or any structure. No structure shall be placed in the vacated street which, in the sole judgment of the City, will interfere with the repair or maintenance of utilities in the easement, public or private.

Adopted this 22nd day of October, 2024.

Ayes:

Nays:

Absent:

By: _____

Ken Johnson, Mayor

Attest: _____

Ann Meisch, MMC, City Clerk

CERTIFICATE

(Vacation of the remaining portion of the alley between 2nd St and 3rd St, south of Webster Ave and north of Muskegon Ave)

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on October 22, 2024.

Ann Meisch, MMC

Clerk, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Equipment Replacement - Plow Trucks																				
Submitted by: Joe Buthker, DPW Superintendent	Department: Public Works																				
<p>Brief Summary: Staff is requesting approval to purchase two replacement plow trucks.</p>																					
<p>Detailed Summary & Background: Two replacement plow trucks will be purchased for the City's equipment fleet. The cab and chassis for two trucks will be purchased from West Michigan International for \$108,928.78 each. The build of the boxes and underbody scraper blades will be done by Truck and Trailer Specialties for a price of \$99,882.00 each. One of the truck builds will include a new V-Box salt spreader for \$34,945.00 to replace an older existing unit that is becoming difficult to repair. The cab and chassis for this truck will be purchased through the Sourcewell contract; the build of the box and underbody scraper blade will be purchased under the MiDEAL contract. Sourcewell and MiDEAL are purchasing collectives that publicly bid items to offer the best value to member organizations.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 15%;">Quantity</th> <th style="width: 20%;">Unit Price</th> <th style="width: 45%;">Total</th> </tr> </thead> <tbody> <tr> <td>Cab & Chassis</td> <td style="text-align: center;">2</td> <td style="text-align: right;">\$108,928.78</td> <td style="text-align: right;">\$217,857.56</td> </tr> <tr> <td>Box & Underbody</td> <td style="text-align: center;">2</td> <td style="text-align: right;">\$99,882.00</td> <td style="text-align: right;">\$199,764.00</td> </tr> <tr> <td>V-Box Salt Spreader</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$34,945.00</td> <td style="text-align: right;">\$34,945.00</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td style="text-align: right;">\$452,566.56</td> </tr> </tbody> </table> <p>The total cost of \$452,566.56 is a budgeted expense from the Equipment Fund for this fiscal year (2024-2025).</p>			Quantity	Unit Price	Total	Cab & Chassis	2	\$108,928.78	\$217,857.56	Box & Underbody	2	\$99,882.00	\$199,764.00	V-Box Salt Spreader	1	\$34,945.00	\$34,945.00	Total			\$452,566.56
	Quantity	Unit Price	Total																		
Cab & Chassis	2	\$108,928.78	\$217,857.56																		
Box & Underbody	2	\$99,882.00	\$199,764.00																		
V-Box Salt Spreader	1	\$34,945.00	\$34,945.00																		
Total			\$452,566.56																		
<p>Goal/Focus Area/Action Item Addressed:</p> <p>Key Focus Areas: Sustainability in financial practices and infrastructure</p> <p>Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices</p>																					
<p>Amount Requested: \$452,566.56</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 15%;"></td> </tr> </table>	Yes	X	No		N/A															
Yes	X	No		N/A																	

Fund(s) or Account(s): Equipment Fund (661-563)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: center;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%; text-align: center;">No</td> <td style="width: 12.5%; text-align: center;">X</td> <td style="width: 12.5%; text-align: center;">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 purchase two new plow trucks through West Michigan International and Truck & Trailer Specialties for \$452,566.56.

Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Equipment Purchase – Plow Truck



(To show new logo positioning)

Prepared For:

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

Presented By:

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

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

**Model Profile
2026 HV507 SFA (HV507)**

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 36220. Calc. GVWR: 36220. Calc. GCWR: 80000 Calc. Start / Grade Ability: 44.45% / 3.76% @ 55 MPH Calc. Geared Speed: 63.8 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 75.00 Axle to Frame.	5957/3683	9640
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	52/-111	-59
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	233/594	827
1LLK	BUMPER, FRONT Omit Item	-87/12	-75
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	139/-34	105
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBT	AIR DRYER {Bendix AD-IP} with Heater	11/16	27
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake	0/7	7
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli	4/0	4
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VHZ	AIR TANK LOCATION (2) Mounted Under Cab, Outside Left Rail, on Step Bracket, with Ground Clearance	37/18	55
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21

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

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

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non CARB Omnibus/Non ACT Adopting State or Exempt Vehicle << Contains non-mitigated legacy engine & must be registered outside the States of CA/MA/OR unless exempt. You may be held liable under CA/MA/OR law for failure to properly register/otherwise failing to follow CA/MA/OR law>>	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA, OR, MA. For vehicles that will be registered in States other than CA, OR, MA.		
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)	560/4	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	23/-5	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	208/75	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO	0/0	0
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43	0/215	215
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/207	207
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-1/-4	-5
15SSC	FUEL TANK Temporary, Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Back of Cab	22/4	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	15/8	23
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XXC	COWL TRAY LID	7/4	11
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	12/0	12
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/24	24
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
7372138137	(4) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive	0/-8	-8
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	12/0	12
	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Services Section:			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
40TWA	SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)	0/0	0
40YAP	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission	0/0	0
40YYX	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1	0/0	0
Total Component Weight:		8063/4710 (lbs)	12773 (lbs)
		(lbs)	(lbs)

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

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$156,381.00	
Service Items	\$8,424.00	
Total Factory List Price Including Options:		\$164,805.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$167,905.00
Less Customer Allowance:		(\$59,286.22)
Total Vehicle Price:		\$108,618.78
Total Sale Price:		\$108,618.78
Total Per Vehicle Sales Price:		\$108,618.78
Total Net Sales Excluding Taxes:		\$108,618.78
DOC FEE	\$295.00	
MICHIGAN TITLE FEE	\$15.00	
Total License, Title, & Taxes:		\$310.00
Net Sales Price:		\$108,928.78

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

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

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

Official Title and Date

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

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Truck & Trailer Specialties
3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972
Quote No. DQ0005100

City of Muskegon
Attn: Joe Buckingham
Phone: (231)-855-0328
October 8, 2024



State Contract Hyperlink No: [20000000034](#)

Equipment Quotation

Chassis info: 2025, HV-507, International, Single Axle, 108" CA, 9L Cummins, Allison

Supply and install 10' Crysteel Select stainless steel dump body including:

Body: 10' L 84" I.D. 96" O.D.
Front style: straight, height 50", material 7ga. 201 SS
1/4 Cabshield: 7 ga. 201 SS 16" long
13" deep x 13.25" wide doghouse
Side height: 26" front/rear, material 7 ga. 201 SS
8" side to floor radius
Horizontal formed "V" side braces
Lower side rails: 2" flat
Rear style: straight, height 32", material 7 ga. 201 SS
6 panel tailgate, 3-1/2" thick
Install brake chamber type tailgate release
Manual tailgate push/pull control installed on in-cab center console
Floor material 1/4" AR450
8" Western I-beam understructure
Body is to be 100% continuously welded
Chain slot bracket to be Banjo type
Two oval light hole cut-outs in each rear pillar, rear facing
16" stainless steel grip steps mounted each side of dump body (three total) one above drive tires (on each side), and one at front side of dump body (street side only)
Heavy-duty mud flaps mounted front and rear of drive tires
Install 4 stainless steel winches on the side of the dump body

Install Mailhot model G490-4.25-3 DA telescopic hoist including:

Double acting trunnion mounted hoist
Dual body props
Greaseable rear hinge

Install Roll-Rite Tarp system including:

High torque electric motor with aluminum wind deflector
Aluminum tarp and tension bow sets
3 spring externally mounted pivot arm set
Tarp arms to have 30-degree elbows for loader clearance
16' asphalt tarp cover

Install Monroe Model MS4510 Underbody Scraper including the following:

Moldboard is 10' long, 1" thick and 20" high

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

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Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005100

Cylinders provide a hydraulic lock for holding the moldboard in place while in use. A crossover relief valve shall be furnished

The cylinder rods are 2" in diameter and have a Socatri or Nimet finish

All scraper cylinders have poly Pak seals

The cylinders are mounted with 2" pivot pins

Center pin is piloted into the hanger board

The hanger brackets are one-piece solid 3/4" plate

Hinge shaft to have 4 grease points

Hydraulic stainless-steel tubing for actuating cylinders externally mounted for
Maintenance ease

Cutting edges are 3/4" x 6" curved single bevel, flame hardened

J-50 relief valve to limit scraper down pressure

Scraper has Black powder coat finish

No Serrated step mounted on driver side of scraper

No grease line manifold kit required

Scraper down pressure gauge mounted in console

Install 34" Husting-type Front Hitch with roller pins including the following:

12" structural C-channel front bumper with swept-back ends

Double acting Socatri or Nimet lift cylinder

Hitch is bolted to front bumper

All necessary braces/supports for front plow use

Remount factory front tow hooks on kicker legs

Install two chain hooks on top of front bumper, one each side, positioned
approximately 6" either side of front hitch

Front plow power reverse circuit – **No** cushion valve,
Cushion valve is on Muskegon City plow side

Install two Parker SH3-63 fittings through lower portion of the front bumper for
use with City of Muskegon supplied front plow – see picture

Install plow lights on aluminum bracketry mounted on hood, 74" ground to top of
passenger side bracket, 68" ground to top of driver side bracket

Behind the cab Monroe combination fuel, hydraulic tank, with built in valve enclosure:

Model #00166450

201 stainless steel construction

100-gallon fuel oil capacity, 35-gallon hydraulic oil

Fuel/hydraulic tank/ valve enclosure is 1-piece construction, 7 ga. stainless steel

Hydraulic valve enclosure built into left side of tank

Valve enclosure has a weather tight door

Low oil sensor in hydraulic tank and wired to a red indicator light on the dash

Top of the tank Zinga return line filter

Ball valve shut off on case drain and supply ports

Sight and temperature gauge

Hydraulic tank will be filled with AW32 hydraulic oil

Bar grating top step on streetside, extending from front fender to rear of tank

Install stainless steel J-hook on streetside rear corner of tank

Install Central Hydraulic system including:

Rexroth 74cc load sensing front-mount piston pump, model A10V074, 5.2 CID

Truck & Trailer Specialties

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Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005100

Manual ball-valve shutoff installed at the pump

Pump to have flange adapters on both the supply and pressure ports

Drive line will be a Spicer 1310 series, with companion flange for easy removal

Install Rexroth 7M4-12 valve, manifold design including the following functions:

4-way air operated section for Hoist with A port LSR, 34 GPM

4-way air operated section for Scraper up/down with A port LSR, 16 GPM

4-way air operated section for Scraper swing, 16 GPM

4-way air operated section for Front plow up/down, 16 GPM

4-way air operated section for Front plow swing, 16 GPM

3-way EPC section for conveyor, 15 GPM

3-way EPC section for spinner, 8 GPM

Hydraulic valve mounted inside Combo tank built in stainless-steel valve enclosure

8-port return manifold

All high-pressure hose will be Parker type

Lines to the rear shall be ran with stainless steel piping

Stainless steel hydraulic quick disconnect at the rear for spreader use

Note: Return couplers at rear to be male fittings per Aaron

Single axis Apsco Air controls installed front to back on custom center console including:

Controls to operate side to side, not front to rear:

Front handle: Plow - left/right

Plow - down/up

Hoist - down/up (with detent)

Scraper - left/right

Scraper - down/up

Note: Apsco control levers to start as close as possible to the front of the console

Install Bosch Rexroth model CS630 spreader controller including the following:

5.5" organic LED display

On-screen display of storm and season totals

3 frequency inputs (ground speed, conveyor, liquid)

3rd channel used for cross auger in this application

3 proportional, current compensated PWM outputs (programmable dither frequency)

For spinner, conveyor, and liquid

2 digital outputs (reverse, air gate, GS12V)

USB key or password-protected calibration value

Operating parameters and event data can be retrieved by a USB memory stick

Automatic nulling and material calibration (with closed loop version only)

Set up for open loop

Remote pause blast

Adjustable blast setting

Solenoid and cable failure detection

Firmware upgradable via USB

Controller mounted on the console between the seats

Install pause/blast remote switch below Rexroth Sander controller

Feedback sensor cable run to rear of truck for closed loop operations,

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005100

truck side weather pack connector needs to be female

Note: City uses the 630's 3rd channel to control the

12-volt operated prewet. No hydraulic valve or plumbing is necessary

Install custom lighting and electrical including the following:

Front plow lights with turn signals mounted on the hood with aluminum brackets,

68" from ground to top of plow light bracket on the driver side

74" from ground to top of plow light bracket on the passenger side

Install City of Muskegon provided strobe and mounting bracket, including:

10' of 1" stainless steel pipe

8" of 3/16" x 2" stainless steel flat stock

20' Betts 3-strand wire

3-pin weather pack connector

Two oval light hole cutouts in rear pillars of dump body to house one each side:

Top position: SoundOff LED amber/green flashers

Bottom position: SoundOff LED stop/turn/taillights

Four (4) Maxxima LED work lights for underbody scraper, two each side

Two (2) Maxxima LED work lights mounted below bottom rear sill panel under tailgate

for spreader, one each side, these lights are also to be wired to come on with the back-up lights, includes install diodes to prevent feedback

All marker lights to be SoundOff LED's, no three-light cluster at rear

Betts junction box installed at the rear

Back-up alarm, with weather pack connector for future replacement

Install electronic brake controller

Rexroth PWS AMP converter box #R987376706 – required for 12-volt signal needed to operate prewet motor

Chassis supplied upfitter switches to include the following from left to right:

All chassis supplied upfitter switches to be wired to keyed/ignition power

All chassis supplied upfitter switches wired to rear junction box

-Beacon light (Wire so the top strobe/beacon light flashes amber only when turned on)

-Rear strobe (Wire so when rear strobes are turned on, the top strobe/beacon light will flash amber/green)

-Spreader light

-Scraper light

-Spare

Heavy Duty 3/4" rear hitch plate mounted at rear of truck includes

Heavy 3/4" hitch plate mounted at rear reinforced with 1/2" heavy flat stock on sides

Install 6" Channeled ICC style bumper bottom side of hitch plate

3/4" D-Rings

No Pintle hitch – City of Muskegon to provide and install at a later date

Drill 8-10 holes in rear hitch plate (4-5 each side) for future pintle hitch, main holes located so valley of pintle hitch to ground is 22", with adjustments available above and below

Install factory provided 7-way trailer plug, right side

Install green 7-way round trailer plug, left side, wired as follows:

Black – strobe

White – ground

Brown – tail

Blue – aux lights in cab switch

Yellow – left turn

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005100

Red – not used

Green – right turn

Install OEM taillights outside of rear frame rails

Couplers for spreader operation to be installed between the hinge and hitch plate

Chassis modifications:

Relocate the chassis provided air drier from inside of the chassis frame to the

Outside of the chassis frame so it is accessible

Paint: underside of dump body and hitch area to be painted Black in color

Above Installed Price: \$93,882.00 ea.

Option #1 Supply and install Monroe MCV slide in dual auger V-Box spreader including:

Quote No. DQO005102

1' Sloped front with doghouse cutout

10' long x 84" wide x 50" tall

10 ga. 201 stainless steel hopper with 45-degree sides

10 ga. gussets on 24" centers

7 ga. long members with 3" channel crossmembers

7 ga. stainless steel bolt-on tail section, 24" long

10 ga. bolt-on rear cover for dual auger application

4 lifting loops

Bolt-in 7 ga. stainless steel formed auger trough

Dual auger drive kit

White hydraulic motors

Application rate sensor on one motor

7" O.D. steel step-flighted augers

Hard surfaced auger flights

Outer surface of auger flights will have a Rockwell hardness of 55

2" four-bolt bearings on the idler end

Grease line kit from front to rear

Adjustable inverted "V" mounted above augers

Bolt-on mild steel rod top grates, powder coated black in color

Structural channel stainless-steel tail gate latch with 1-1/4" pins

Fabricate and install bolt-on stainless steel front spill shield at the front of the V-box,
includes fabricate and install cover for doghouse cutout

Install rubber spill shield kit on each side of the V-box, includes stainless steel mounting
hardware

Plumb v-box with stainless steel quick couplers for easy removal

Supply uninstalled Monroe bolt-on style stainless steel center spinner assembly including:

10 ga. 201 stainless steel construction

Bolt-on upper chute assembly with rubber wiper

Bolt on lower chute with 20" poly spinner disc

3.2 CID White motor plumbed with stainless steel quick couplers

Install 12-volt Monroe Pre-Wet System for Above Slide In V-Box spreader including:

Monroe LDS-333 12-volt prewet system

3gpm SHURFLO liquid pump

No flowmeter

Two 75-gallon poly tanks

Stainless steel tank mounting brackets w/ straps

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005100

Two 1gpm brass nozzles with strainer
One nozzle installed on each side of the spinner housing
Nema enclosure with stainless steel hardware
Cross over hose kit
Bulk fill kit
Flusher kit
Vent kit
Low fluid level sensor
Quick-disconnect prewet kit

V-box mounted lighting/electrical to include the following:

Two (2) 6' oval SoundOff LED amber/green strobes installed in stainless steel one-hole
Light boxes to the rear of the V-box, see picture for mounting location
One (1) Maxxima LED work light for spinner installed to the streetside of the V-box tail section
Strobes and work lights to be wired to a 7-way plug and to utilize existing truck mounted
Trailer plug for power source
All wiring connections for the above lighting to be inside of the light boxes, no junction box
is needed
12-volt prewet wiring to have male Weather Pack connector

Above installed Price: \$34,945.00 ea.

Lead time: 14-16 Months ARO (Chassis lead times may affect equipment lead times)

Payment Terms: Net 30

Pricing good for 30 days

Chassis Requirements:

108" Cab to Axle dimension

Minimum 60" After frame
Front crossmember for pump
Front of engine PTO provisions
Front frame Extensions
Stationary grille
Delete front bumper
Front tow hooks
Front plow light wire harness located by hood with switch in cab
24" minimum ground clearance
Temporary Fuel tank mounted left side as far reward as possible
DEF tank mounted under driver's door behind rear fender
Engine Aftertreatment SCR located under cab passenger side
Vertical stack mounted right hand side back of cab
6-pack switches mounted in cab, minimum of 20 amps per switch
TCM mounted in cab
Dash mounted transmission selector
Trailer brake accommodation package

Thank you for the opportunity to quote

Submitted by: Chad Veenstra/Mike Bouwman

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Creation of a short-term rental ordinance SECOND READING
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Staff-initiated request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance.	
Detailed Summary & Background: The ordinance uses an overlay district approach, splitting the city up into 11 different zones. These zones match the City of Muskegon census tracts. Census tract information was used to determine the number of housing units in each zone. Each zone would be allowed up to 4% of the housing units as short-term rentals. Areas within the Downtown Development Authority and Lakeside Business Improvement District/Corridor Improvement Authority boundaries would be exempt from the cap on the number of units. There would be no limit to the amount of short-term rentals in these areas. Please see the enclosed Short-Term Rental Chart that depicts the number of units and short-term rentals in each zone. At 4% of the units, Zone 1 would be over the limit by 39 short-term rentals. No new short-term rentals would be allowed in Zone 1 until the number of short-term rentals dropped below 34. The Planning Commission held a public hearing on this request at a special meeting on Thursday, September 26. The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the short-term rental ordinance, with the following conditions: 1. Amend Section 1(c) - exemptions - to also include the Lakeside Corridor Improvement Authority along with the Lakeside Business Improvement District. Also, to clarify that these districts are exempt from the caps, but not from registering as a short-term rental. 2. Remove Section 4 that would allow the transferring of licenses. The City Commission voted on a revised version of the Planning Commission's recommendation at the October 8 City Commission meeting. The ordinance, as voted by the City Commission on October 8, is included in the packet.	
Goal/Focus Area/Action Item Addressed:	
Key Focus Areas:	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business	

Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			

Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			

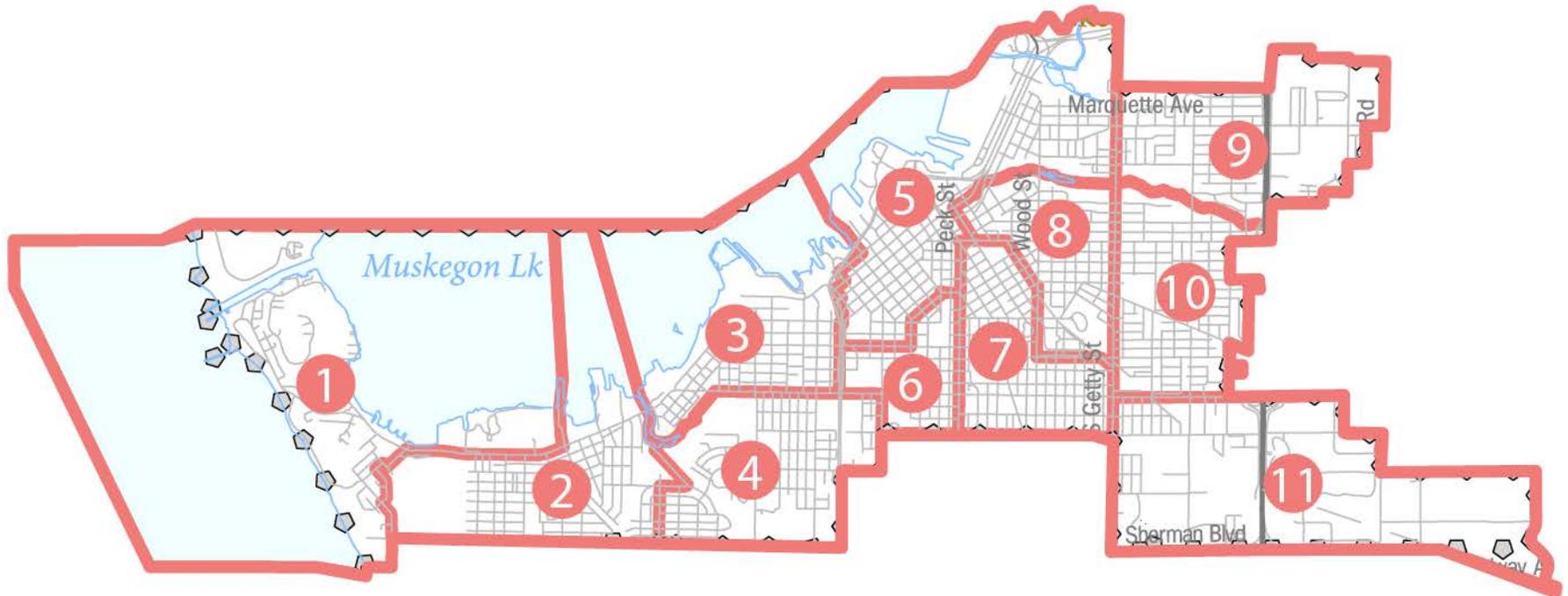
Recommended Motion:
 I move to approve the request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance as presented.

Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>X</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></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		Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

Census Tract	Housing Units	STR's	Percentage of Units	Number of Additional STR's to get to 4%	Total STR's Allowed at 4%	Number of Additional STR's to get to 3%	Total STR's Allowed at 3%
1 (Beachwood/Bluffton)	861	73	8.4%	-39	34	-48	25
2 (Lakeside/West Glenside)	1724	61	3.5%	7	68	-10	51
3 (Nims)	1514	27	1.7%	33	60	18	45
4 (Campbell Field/East Glenside)	1758	5	0.002%	65	70	47	52
5 (Downtown/North Nelson/Jackson Hill)	1992	5	0.002%	74	79	54	59
6 (South Nelson)	643	0	0%	25	25	19	19
7 (Angell/Marsh Field)	2023	4	0.002%	76	80	56	60
8 (Angell)	1256	0	0%	50	50	37	37
9 (Marquette/East of 31)	2392	1	0.0004%	94	95	70	71
10 (Oakview/Sheldon Park/Oakview)	1939	1	0.0005%	76	77	57	58
11 (East Muskegon)	346	0	0%	13	13	10	10

DRAFT

Short-Term Rental Zones



**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Sec. 2314. Short-Term Rental Overlay District.

A Short-Term Rental Overlay District is hereby created as outlined in Figure 23-3. Within said overlay district, a certain number of short-term rentals are licensed in each zone pursuant to City Code Sections 10-353 through 10-379. The zones were created using census tract information and will be periodically reviewed to ensure that this ordinance reflects the appropriate balance of short-term rentals among other use types.

1. Overlay District:

- a. Location: See Figure 23-3 for the location of the overlay district, which is separated into 11 different zones, each allowing their own maximum number of short-term rentals.
- b. Number of short-term rentals allowed per zone: A short-term rental must be located in a unit designated for residential use. The number of short-term rentals allowed in each zone is as follows:

- Zone 1 – 34
- Zone 2 – 68
- Zone 3 – 60
- Zone 4 – 70
- Zone 5 – 79
- Zone 6 – 25
- Zone 7 – 80
- Zone 8 – 50
- Zone 9 – 95
- Zone 10 – 77
- Zone 11 – 13

- c. Exemptions: Properties located within the Downtown Development Authority, Lakeside Business Improvement District, and Lakeside Corridor Improvement Authority boundaries are exempt from the short-term rental caps mentioned in Section 1.b. of this Ordinance. There are no maximum number of short-term rentals allowed within these areas.

2. Restrictions:

- a. Neighboring properties: No parcel within the City shall have more than two short-term rentals abut its property lines.

3. Issuance of licenses:

- a. All short-term rentals must be issued a short-term rental license to operate within the City.
- b. Upon adoption of this Ordinance, all active short-term rental license holders in good standing with the City will be allowed to continue to operate their short-term rental as long as they continue to renew their short-term rental license.
- c. Remaining licenses: If any licenses are remaining in a zone, applications for short-term rental licenses will be taken on a first come, first serve basis.

4. Transferring of licenses:

- a. All short-term rental licenses terminate upon transfer of ownership of the property, and may not be assigned or transferred, in whole or in part; provided, however, any short-term rental license in effect at the time this Ordinance is adopted is eligible for a one-time transfer of ownership to a new owner. For purposes of this Ordinance, “transfer of ownership” has the meaning ascribed to it by MCL 211.27a or any subsequent sections or statutes of the same import.
- b. All short-term rental licenses issued after the adoption of this Ordinance are non-transferable upon transfer of ownership of the property. In such cases, the existing short-term rental license is terminated, and a new short-term rental license must be obtained by the new owner of the property before short-term rentals may be resumed at the property.

5. Expiration of Exemption Granted During Moratorium:

- a. Any short-term rental exemptions issued by the city during the short-term rental moratorium period that began on March 12, 2024 will expire and become invalid on December 31, 2025 if such exemption is not exercised by that date.

This Ordinance Adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Marie Meisch, MMC
Clerk, City of Muskegon

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 _____ day of _____, 2024 at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to, and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be, or have been made available as required thereby.

CITY OF MUSKEGON

Published: _____, 2024

By: _____

Ann Marie Meisch, MCC
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**

TO: ALL PERSONS INTERESTED

Please take notice that on October ____, 2024 the City Commission of the City of Muskegon adopted an amendment to Section 2314 “Short-Term Rental Overlay District”, summarized as follows:

1. Section 2314 is adopted to create a short-term rental overlay district, whereby a certain number of short-term rentals are licensed in each zone pursuant to City Code Sections 10-353 through 10-379. The zones were created using census tract information and will be periodically reviewed to ensure that this ordinance reflects the appropriate balance of short-term rentals among other use types.

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, 49440 during regular business hours.

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2024

By: _____
Ann Marie Meisch, MCC
Clerk, City of Muskegon

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Amendment to the zoning ordinance - definition of short-term rental SECOND READING							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: A definition for short-term rental in the zoning ordinance is necessary for the creation of a short-term rental ordinance.								
Detailed Summary & Background: Proposed definition: Short-Term Rental - A property in which a tenant is allowed to lease the dwelling unit, without a host, for periods of less than 28 days but more than 24 hours in return for remuneration. A rental in which the host resides on premises shall not be considered a short-term rental, but shall still register with the city. The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the definition of short-term rental.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" data-bbox="846 1457 1544 1514"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" data-bbox="846 1583 1544 1640"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move to approve the request to amend Article II of the zoning ordinance to create a definition for short term rental as proposed.								
Approvals: <table border="1" data-bbox="115 1856 813 1948"> <tr> <td>Immediate Division Head</td> <td>X</td> <td></td> </tr> </table>	Immediate Division Head	X		Guest(s) Invited / Presenting: No				
Immediate Division Head	X							

Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article II (Definitions) of the zoning ordinance to create a definition for short-term rental.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Short-Term Rental: A property in which a tenant is allowed to lease the dwelling unit, without a host, for periods of less than 28 days but more than 24 hours in return for remuneration. A rental in which the host resides on premises shall not be considered a short-term rental, but shall still register with the city.

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 8th day of October 2024, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2024.

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 October 8, 2024, the City Commission of the City of Muskegon adopted an ordinance to create a zoning ordinance definition for short-term rental.

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 _____, 2024.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Additional construction engineering services for Adelaide Pointe							
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works							
Brief Summary: Staff is requesting authorization to approve Contract Amendment No. 1 in the amount of \$83,080 with Eng. Engineering & Surveying for additional construction engineering services related to Adelaide Pointe.								
Detailed Summary & Background: Eng. Engineering & Surveying was hired by the City to provide construction inspection services and collect as-constructed documentation on the city's behalf for the infrastructure that is likely to become public such as watermain, sanitary sewer and roadways, including a sanitary pump station. Many aspects of this project have been somewhat fluid in nature with multiple changes to the utility and roadway layout, modifications to the project schedule, multiple underground contractors, numerous onsite meetings to evaluate conditions, etc. Efforts were also needed to accommodate developer requests to meet intermediate milestones for events, a restaurant opening, boating events, etc. All of these factors resulted in additional construction engineering and administration costs. Eng. has requested this amendment to cover the additional costs associated with their work. Staff recommends these additional services be approved, and commends Eng. for their efforts as an invaluable partner to the City in making sure the public's interests are represented on site during this crucial project.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Progress toward new and ongoing economic development projects								
Amount Requested: \$83,080.00	Budgeted Item: <table border="1" data-bbox="846 1671 1544 1728"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): Sewer (590) 14%, Water (591) 20% & Local Streets (203) 66%	Budget Amendment Needed: <table border="1" data-bbox="846 1801 1544 1858"> <tr> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion: To authorize staff to approve Contract Amendment No. 1 in the amount of \$83,080 with Eng.								

Engineering & Surveying for additional construction engineering services related to Adelaide Pointe.

Approvals:

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

Guest(s) Invited / Presenting:

No

October 11, 2024

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

RE: Contract Amendment No. 1
Adelaide Pointe Utility & Roadway Extension
Public Improvements

Dear Mr. VanderHeide:

As we discussed, this letter is a request for a contract amendment to include additional plan review, construction engineering services, and expenses for the referenced project. The additional scope of work includes additional construction engineering to oversee multiple construction crews throughout the site working to complete the Adelaide Pointe Utility & Roadway Extension public improvements which are still on-going.

The effort also involved ongoing plan reviews due to extensive changes to the drawings and specifications was significant and not originally included within our original proposal. The additional plan reviews also required the plotting of new construction drawings on countless occasions for our inspectors and City staff to ensure the correct plans were being utilized by on-site inspectors and personnel during construction.

Our original proposal for construction duration was based upon a sole inspector for an assumed 60-week construction duration at 50-hours per week which was originally intended for a multi-phased development approach. The construction inspection, administration, and engineering supervision hours were based upon these assumptions as requested in the original requests for proposal. The request for contract amendment is being requested primarily due to the presence of multiple crews from Terra Contractors and Redline Excavating, including subconsultants, throughout the site working on public improvements simultaneously necessitating multiple construction observers.

The original construction budget was exceeded during our services through the end of April 2024. Although the General Contractor is not willing to provide a schedule to completion, based on our best estimates, we anticipate 10 additional weeks of construction timeframe to complete the remaining public utility and roadway improvements with the following breakdown of additional fees:

Plan Reviews, Meetings, & Expenses:	\$25,000
Additional Construction Inspection:	\$46,000
Additional Construction Administration:	\$ 7,200
Additional Engineering Supervision:	<u>\$ 4,880</u>
TOTAL:	\$83,080.00

The contract amendment, if approved, would adjust our contract amount from \$306,250 to \$389,330.



4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
517.887.1100

16930 Robbins Road
Suite 105
Grand Haven, MI 49417
616.743.7070

2311 East Beltline Avenue SE
Suite 201
Grand Rapids, MI 49546
616.743.3020

Thank you for your consideration of this request. If you need any additional information or documentation to support this request, please let us know.

If this request meets with your approval, please sign and date it where indicated below to authorize the contract amendment and return it to our office.

Sincerely,

Eng., Inc.

Ryan C. McEnhill, PE
President

Proposed Contract Amendment accepted by the City of Muskegon:

Authorized Signature

Date

Printed Name

Title

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Climate Action Plan contract
Submitted by: Peter Wills, Director of Governmental Relations	Department: Manager's Office
Brief Summary: Staff is requesting authorization to enter into a contract with Fresh Coast Climate Solutions to prepare a Government Operations Climate Action Plan for our organization. The Plan will be used to manage Greenhouse Gas (GHG) risks and help identify targeted reduction opportunities with the goal of eliminating the organization's GHG emissions by 2040.	
Detailed Summary & Background: <p>In April 2023, the City Commission passed a resolution declaring the city's commitment to climate action initiatives and to combat the impact of climate change on our community and planet. The city intends to reduce its organizational GHG emissions through deliberative budget, policy, and administrative actions.</p> <p>In February 2024, a Government Operations Greenhouse Gas Inventory was completed. Results of this Inventory are intended to inform the development of a Climate Action Plan.</p> <p>Staff received (6) proposals and are recommending the services of Fresh Coast Climate Solutions based on qualifications of team, scope of work, priced proposal, project management, and location of the firm. Fresh Coast Climate Solutions has significant experience conducting these services across the state (Sterling Heights, Ann Arbor, Dearborn, Flint, Grand Haven), ability to complete the work plan on time, and offers a good value. Bids received are as follows:</p> <ul style="list-style-type: none">• \$24,766.50 – GZA Geoenvironmental, Inc.• \$49,000 – Fresh Coast Climate Services• \$50,000 – Rafteslis• \$50,315 – EcoMotion• \$52,800 – Blue Strike• \$114,400 – Energy Sciences <p>The City has received approval of a \$75,000 Community Energy Management Program grant through EGLE. These funds will offset the cost of the contract. A budget amendment will be required to account for both income from the grant and an expense related to the contract.</p>	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Action Item 4.5 Investigate options to improve environmental sustainability for projects within the city.	

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life

Amount Requested:

\$49,000

Budgeted Item:

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

101-172-801

Budget Amendment Needed:

Yes	X	No		N/A		
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Recommended Motion:

I move to authorize staff to contract with Fresh Coast Climate Solutions in the amount of \$49,000 to prepare a Climate Action Plan for our organization.

Approvals:

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

Guest(s) Invited / Presenting:

No

**City of Muskegon Bid Tabulation Form
Climate Action Plan RFP 2024**

Date – 10/22/24

Employee – Peter Wills

	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
Vendor	GZA GeoEnvironmental	EcoMotion	Blue Strike	Fresh Coast Climate Solutions	Energy Sciences	Raftelis
Address	Grand Rapids	Glendale, CA	Monterey, CA	Ann Arbor	Berkley, MI	Cincinnati, OH
Phone	734-779-2425	949-292-7314	781-439-9366	734-645-2875	734-748-5816	704-771-3998
Quoted By	Rachel Libriani	Ted Flanigan	Rich Swanson	Josh Brugeman	Sue Josifoski	Rocky Craley

Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Kickoff Meeting	3219		10910		2250		1750		20,450	
Consult Gov Ops GHG Inv	1718		9720		2435		3500		55,590	
Dev Gov Ops CAP	19,829		22885 + 6800 for travel		34115 + 14,000 fixed fees		43750		38,352	
TOTAL			\$24,766.50		\$50,315		52,800		114,400	

Staff Scoring Criteria Results	AVG - 829	AVG - 516	AVG - 731	AVG - 819	AVG - 614	AVG - 425
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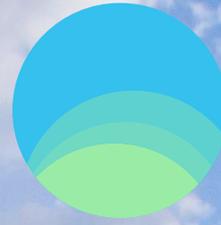
PROPOSAL & AWARD

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

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

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

Signature		Title	Co-Founder & Managing Partner
Print Name	Jenny Oorbeck	Date	09/30/2024
Firm Name	Fresh Coast Climate Solutions		
Address	1301 Lutz Avenue		
	Ann Arbor, Michigan		
	48103		
Telephone No.	734.945.9335		
E-Mail	joorbeck@freshcoastclimate.com		
Fax No.	N/A		



**FRESH
COAST**
Climate Solutions

DEVELOPMENT OF GOVERNMENT OPERATIONS CLIMATE ACTION PLAN

Proposal for City of Muskegon:
Consulting Services for Government Operations Climate Action Plan

Submitted by Fresh Coast Climate Solutions

September 30th, 2024



September 30, 2024

City of Muskegon
c/o – Peter Wills
933 Terrace St
Muskegon, MI 49440

Dear Peter Wills,

Fresh Coast Climate Solutions is excited to present our proposal to the City of Muskegon to offer our services for the creation of a climate action plan aimed at enhancing the sustainability of government operations. We will craft a comprehensive government operations Climate Action Plan specifically tailored to the City of Muskegon's current efforts and needs. This plan will deliver a strategic roadmap for mitigating the City's impact on climate change and the local environment while reducing government operating costs.

Over the last two decades, Fresh Coast staff have helped communities establish baseline greenhouse gas (GHG) inventories, set climate goals, develop climate action plans, and implement an extensive range of GHG mitigation programs and solutions. These projects included work for the cities of Sterling Heights, Ann Arbor, Dearborn, Flint, Grand Haven, Richmond (CA), and Columbia (MO). We have ample experience in using insights from greenhouse gas emissions inventories, modeled projections, and knowledge and research of best practices, along with staff insight and local needs to create a Climate Action Plan that is realistic, bold, and effective.

With decades of dedicated passion, knowledge, and experience in helping Michigan communities and companies progress climate action, Fresh Coast is equipped to develop a cutting-edge Climate Action Plan for the City of Muskegon.

Sincerely,

Jenny Oorbeck, Co-Founder and Managing Partner
Fresh Coast Climate Solutions
joorbeck@freshcoastclimate.com
734.945.9335



INTRODUCTION

Fresh Coast Climate Solutions works to reverse climate change by helping clients achieve bold, equitable, and impactful solutions. The team has decades of expertise coaching a diverse set of private, non-governmental organizations, and public sector clients toward smarter and more meaningful sustainability practices. Our areas of expertise include climate action planning, GHG emissions inventories, lifecycle accounting, energy efficiency, renewable energy, electrification, resiliency, water, stakeholder engagement, and decarbonization. Fresh Coast builds and thrives on highly collaborative partnerships, excels at getting things done, and leads by example by taking care of our employees and the environment.

Our project team includes multiple members who have worked as local government staff developing and implementing climate action plans. We're passionate about helping local governments translate GHG inventories into actionable decarbonization strategies that are realistic and improve government operations. In our current work developing the climate action plan for Sterling Heights, MI, we've held several meetings with key city staff members to encourage dialogue and provide opportunities for staff to contribute their expert knowledge and insights into the Climate Action Plan throughout the plan's development. Additionally, our team of technical experts is well-positioned to ensure accuracy of baseline GHG emissions inventories, to model expected changes in business-as-usual GHG emissions, and to detail strategies and actions to reduce GHG emissions within our clients' desired timelines.

Fresh Coast has ample experience in developing climate action plans for cities similar to the City of Muskegon, including the climate action plan we are currently developing for the City of Sterling Heights, MI. Our work has resulted in the following outcomes:

- Complete community-wide and local government operations climate action plans
- Consistent and open stakeholder engagement
- Established GHG reduction targets
- Completed implementation roadmaps with estimated timelines, costs, and impacts
- Developed standard operating procedures for municipal and community GHG inventories
- Modeled GHG emissions projections and reduction strategy impacts
- Developed and tracked key performance indicators for climate action plans
- Researched best practices in community climate action planning
- Developed policies to implement climate action plans



SCOPE OF WORK

TASK 1: KICK OFF MEETING WITH CITY STAFF AND CONSULTANT

A kickoff meeting with city staff and the project team consultants will be held as early in the project as possible to establish a plan and timeline for the project. Fresh Coast will come to the kick-off meeting prepared with a detailed plan and timeline for completing the scope of work.

Included in this project plan will be a high-level structure of proposed contents of the climate action plan and a timeline for engagement plan development milestones. These milestones will include the development of plan goals, strategies, actions, key performance indicators, and an implementation plan; the completion of a draft for the plan; a review process of the plan's draft; and a target completion date for the climate action plan. The plan's phases and milestones will be presented in a Gantt chart from Monday.com, which will be used as the project management platform.

This kick-off meeting will also include opportunities for staff to provide input and inform consultants of priorities for the development of the plan. Further, staff will have the opportunity to ask questions and share any concerns they might have regarding the development of a climate action plan. The consultants will provide opportunities for follow-up one-on-one meetings with staff or other stakeholders who would like more time to provide input outside of the kick-off meeting.

The project team proposes meeting in-person but virtual or hybrid sessions are an option as well.

TASK 2: CONSULT GOVERNMENT OPERATIONS GREENHOUSE GAS INVENTORY

Task 2.1: GHG Emissions Inventory Quality Assurance Review

Fresh Coast will start with reviewing GHG emissions inventories for quality assurance and to inform climate action planning. Accuracy of GHG emissions inventories that inform climate action planning is of utmost importance. Fresh Coast staff have ample experience reviewing and conducting GHG emissions inventories for local government operations, and therefore are well positioned to assess accuracy of the GHG inventory informing Muskegon's climate action plan.

Task 2.2: Analysis of GHG Emissions Inventory

As a second step, Fresh Coast will analyze the completed government operations GHG inventory and identify key contributing sectors and major sources of GHG emissions within sectors. The sectors and sources of emissions will be listed in ranking of contributions to the City's operational GHG emissions to aid in developing the climate action plan and understanding how to prioritize actions for the fastest and steepest reductions in emissions. Fresh Coast will review emissions sources, data gathered, quantified GHG emissions sources and recommended actions.

TASK 3: DEVELOP GOVERNMENT OPERATIONS CLIMATE ACTION PLAN

Task 3.1: Identify Goals and GHG Reduction Targets for Government Operations



Fresh Coast will develop goals to be used in the Government Operations Climate Action Plan based on the analysis in task 2.2. Targets will be set in communication with the City of Muskegon's internal project team.

Interim and final goals for the City of Muskegon will be developed on three levels: 1) total government operations' emissions, 2) emissions by sector, and 3) emissions by sources within sectors. The goals and reduction targets for individual sectors and sources will be made in proportion to the baseline GHG emissions and will map out how the City will reduce emissions to reach their overall reduction goal of carbon neutral by 2040. Interim goals and targets will be developed in communication with City staff. For example, a specific goal will be developed for reducing emissions from buildings and facilities by milestone dates (e.g., 2030 and 2040). For each goal, annual targets will be specified that would lead to the successful achievement of the goals. The annual targets will help clarify the City's progress toward reaching interim and final goals.

Sector and source-specific goals will be developed for the City of Muskegon's operations based on the baseline potential for emissions reductions. Fresh Coast will utilize its technical expertise and knowledge from City staff to estimate the potential for reductions by sector and source. Strategies with corresponding emissions reduction targets will then be developed to achieve the outlined goals. For example, goals will be developed for reducing emissions from natural gas and from electricity in City buildings and facilities. If the City-owned building stock shows a high potential for energy efficiency improvements, goals and strategies for the building and facility sector will be made accordingly. If the building stock is already highly efficient, goals and strategies may move toward electrification of buildings, and/or focus more immediate priority on addressing other sectors. In conclusion, Fresh Coast will develop interconnected goals, targets, and strategies for the Climate Action Plan to be highly specific to the City of Muskegon, efficiently prioritized, and realistic to achieve.

Task 3.2: Identify and Prioritize Existing and Potential Initiatives

Fresh Coast will work with City staff to fully understand existing and planned initiatives that will have an impact on emissions from government operations. Fresh Coast will then quantify the expected impact of those initiatives on emissions from the baseline year through 2040 and will confer with staff to understand any existing initiatives that should be prioritized for revision.

Second, Fresh Coast will conduct a thorough review of government operations climate action plans in Michigan, the Midwest, and in cities with a similar size and structure as the City of Muskegon. Potential strategies and initiatives will be collected organized by sector and source. Any information on strategies' expected impact will be tracked.

Third, potential strategies and initiatives will be reviewed for their fit in the City of Muskegon. The Fresh Coast technical team will work with City staff to understand the structure of each sector's operations and which strategies and initiatives are feasible and best fit to efficiently reduce emissions. Fresh Coast will then organize and apply the chosen strategies/initiatives by sector and source to define pathways to the emissions reduction goals.

Lastly, Fresh Coast will create thoroughly detailed implementation plans for reducing emissions from City-owned property and vehicles located throughout the City. Using the baseline



emissions from buildings and vehicles and working with City staff to understand baseline City-owned building and vehicle stock, Fresh Coast will provide roadmaps for reducing emissions to net-zero.

Buildings

Fresh Coast will provide recommended policies and an implementation schedule for reducing emissions from buildings to net zero. First, Fresh Coast will outline free and low-cost programs that the City of Muskegon can participate in to improve municipal building efficiency, such as complimentary energy audits, and municipal building benchmarking through Portfolio Manager by Energy Star. Many programs are available for local governments to learn how to improve building efficiency and track improvements to show how operational costs are reduced through efficiency improvements.

Following the utilization of complimentary and low-cost programs will be a plan reduce energy consumption from buildings and increase the supply of renewable energy to reach building GHG emissions reduction goals. Benchmarking data would be utilized to prioritize building performance improvements based on likely efficiency improvability of buildings. Fresh Coast will also detail a plan for electrification of municipal buildings and sourcing renewable energy for electricity on a schedule that will align with emissions reduction goals.

Vehicle Fleet

Fresh Coast will analyze the existing vehicle fleet to inform recommendations for a fleet electrification policy, which will provide a schedule and standard for replacing internal combustion engine vehicles in the City's fleet with electric and/or hybrid vehicles in a time frame aligned with emissions reduction goals. General steps and timelines for developing and implementing a fleet electrification policy will be provided as part of the climate action plan. The current infrastructure for supporting electric vehicles in the City of Muskegon will be taken into consideration for inclusion in the climate action plan.

Right-sizing of the vehicle fleet and anti-idling strategies will also be included in the initiatives to reduce emissions from City vehicles.

Waste

Fresh Coast will work to understand current resource use and the efficacy of current landfill diversion strategies. Recommendations will be made to improve recycling, waste diversion, and resource stewardship efforts as appropriate for the City of Muskegon.

Task 3.3: Initiatives Implementation Plan

The strategies and initiatives chosen in task 3.2 will be written into an initiative implementation plan to be used in the Government Operations Climate Action Plan. The initiative's implementation plan will be organized by sector, source, and level of priority. Each individual initiative will be given a unique identifier code (e.g. B 1.1) with the letters representing the sector and numbers representing the strategies/actions in order of priority. Baseline data and GHG emissions reductions for the implementation plan will be presented in two ways:

1. Emissions reductions by strategy, sector, and year
2. Emissions remaining by year and sector, organized by impact of strategies



Task 3.4: Establish Metrics

Fresh Coast will establish three categories of metrics. The first category will measure progress towards overall, sector-level, and source-level emissions reduction goals (e.g. emissions from the City's vehicle fleet). The second category will establish key performance indicators (KPIs) for each specific strategy/action in the Government Operations Plan to measure successful implementation of the strategies (e.g. the percentage of City-owned vehicles that are electric or hybrid). Finally, the third category of metrics will establish measurements for benefits of the implementation of the climate action plan (annual cost reduction for fueling vehicle fleet).

Task 3.5: Draft Government Operations Climate Action Plan and Facilitate Review and Comment from City Staff

Fresh Coast will draft a full Government Operations Climate Action Plan that organizes initiatives by sector and strategy, and details goals, targets, and emissions reduction pathways developed for the plan. This draft plan will be presented electronically to City staff and the City Commission with a minimum of three weeks to review and comment. If desired, Fresh Coast will attend a City Commission meeting to present the draft plan if desired and will incorporate feedback to finalize the plan.

Task 3.6: Finalize Government Operations Climate Action Plan Incorporating City Commission Comments and Submit to City Commission for Approval

Fresh Coast staff will work collaboratively to incorporate feedback from city staff and commission members to produce a final Government Operations Climate Action Plan. The changes to the plan will be documented so that staff and commissioners can clearly see how feedback was incorporated. The finalized plan will be provided electronically and submitted to the city commission for approval.

Assumptions

- To complete the Climate Action Plan in the time frame outlined in this proposal, Fresh Coast will need to receive requested information in a timely manner.

Deliverables

- Baseline assessments completed and analyzed
- Goals and GHG reduction targets identified for government operations
- Existing and potential initiatives identified and prioritized
- Initiatives implementation plan
- Metrics established
- Draft Government Operations Climate Action Plan for city staff review and comment
- Final Government Operations Climate Action Plan incorporating stakeholder comments



TIMELINE

Muskegon Local Government Operations Climate Action Plan Timeline						
Phase and Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1: Kick Off Meeting	[Bar chart showing activity in Month 1]					
Task 2: Consult LGO GHG Inventory	[Bar chart showing activity in Months 1 and 2]					
Plan	[Bar chart showing activity from Month 3 to Month 6]					

PROPOSED BUDGET

Muskegon Local Government Operations Climate Action Plan Budget				
Task	Team Members	Estimated Hours	Billing Rate	Cost Not to Exceed
Task 1: Kick Off Meeting	Jenny Oorbeck, Becca Elder, Matthew Paper	5-10	\$175/hr	\$1,750
Task 2: Consult LGO GHG Inventory	Jenny Oorbeck, Nick Kemp, Becca Elder, Matthew Paper	15-20	\$175/hr	\$3,500
Task 3: Develop Government Operations Climate Action Plan	Jenny Oorbeck, Nick Kemp, Becca Elder, Matthew Paper, Rachel Cushard	200-250	\$175/hr	\$43,750
Total				\$49,000

PROJECT MANAGEMENT/COMMUNICATION

The Project Team has purposefully built a foundation to ensure project feasibility and success. This includes the following:

- **Ongoing Communication** – The Project Team will utilize the combination of regular meeting cadence to touch base combined with technologies solutions to manage the project. Fresh Coast maintains open lines of communication with all clients and prides itself on flexibility.
- **Comprehensive Project Management Experience + Tools** – The Project Team has a seasoned track record of managing large, comprehensive projects – including technical analyses and multi-stakeholder interactions – successfully. The Project Team will utilize this extensive experience to apply the same rigor and management tools, including the use of technology for efficient management and completion of the project.
- **Realistic Timing** – An approach to proper cadence of tasks, management of critical paths and allowances for timing has been applied to the Gantt chart included.
- **Practical Approach** – The Scope of Work outlined above is both practical and technically sound.
- **Expert Project Team** – The Project Team consists of subject matter experts with decades of industry experience in climate action planning, greenhouse gas emissions, and decarbonization work.



QUALIFICATIONS & REFERENCES

SIMILAR PROJECTS AND SELECT REFERENCES

Local Government Operations and Community-Wide Climate Action Plan Development

Fresh Coast is developing the local government operations and community-wide climate action plan for the City of Sterling Heights, Michigan. This project kicked off in May of 2024 and will be complete by the end of 2024. Throughout the development of this Climate Action Plan, a strong emphasis has been placed on reviewing existing policies and plans and drawing from staff knowledge and expertise to create a plan that City staff will be energized to implement. Fresh Coast has held five stakeholder engagement meetings, including two workshops with city staff, two meetings with the city's Sustainability Commission, and one in person public workshop with engaging activities and opportunities to gain input from residents.

The climate action plan builds upon the GHG emissions inventories that were recently completed. Fresh Coast utilized ClearPath by ICLEI to make necessary updates to the GHG inventory that informed the Climate Action Plans, built a business-as-usual forecast, and modeled the plan's strategies to show how they will reach net zero GHG emissions.

A strong focus in the Climate Action Plan's development has been providing education on various decarbonization and climate action topics, communicating ideas through infographics, and highlighting the positive co-benefits that will result from the implementation of the Climate Action Plan.

Reference: Alexis Richards
Role: Planner II, City of Sterling Heights
Email: arichards@sterlingheights.gov
Phone: (586) 446-2386

Municipal Building Decarbonization Roadmap and GHG Inventory

In June of 2024, Fresh Coast worked with the City of Flint, MI to develop a roadmap for decarbonizing municipal buildings. Fresh Coast worked closely with staff to understand needs, limitations, goals, and priorities for their building decarbonization journey. An eight-part decarbonization strategy was developed for the City of Flint with both short- and long-term actions to achieve net zero municipal buildings. Emphasis was placed on free, easy to implement strategies that reduce energy costs while improving the comfort and health of municipal buildings. City staff were provided with detailed guidance to take next steps after project close-out, as well as connections to free resources and programs to help them on their journey.

As a second scope of work, Fresh Coast completed an analysis of Flint's municipal building energy efficiency performance and provided baseline GHG emissions for the municipal building portfolio. This included benchmarking Flint's municipal buildings in Portfolio Manager by ENERGY STAR, establishing key performance indicators for building performance, and estimating costs and paybacks of energy efficiency improvements.

Reference: Faith Groesbeck
Role: Public Health Manager, City of Flint



Email: fgroesbeck@cityofflint.com
Phone: (810) 410-7250

Municipal Greenhouse Gas Inventory and Climate Action Planning

Fresh Coast completed the City of Columbia, Missouri's 2023 community-wide and local government operations GHG inventories and produced a report detailing the results of the inventories. In a previous role as a Sustainability Analyst for the City of Columbia, Missouri, Fresh Coast staff member Becca Elder developed a standard operating procedure for and conducted the City's local government operations GHG emissions inventory for three consecutive inventory years (2020, 2021, and 2022). Becca also implemented the Municipal Benchmarking Policy and worked collaboratively with City staff in the development of the Fleet Electrification Policy and tracked all key performance indicators for the government operation's metrics of the Climate Action and Adaptation Plan. Furthermore, Rebecca developed extensive knowledge of emissions modeling through developing an emissions forecast and wedge for the City of Columbia's Climate Action and Adaptation Plan between 2015 and 2050.

Reference: Eric Hempel
Role: Sustainability Manager, City of Columbia
Email: eric.hempel@como.gov
Phone: (573) 874-2489

Municipal Sustainability and Climate Services

Over the last two decades, Fresh Coast's Jenny Oorbeck, Joshua Brugeman, and Nick Kemp have guided over a dozen U.S. communities to act on climate change. This work includes establishing baseline greenhouse gas inventories, modeling emissions projections and reduction strategy targets, setting climate goals and targets, developing climate action roadmaps and plans, and implementing a range of impactful GHG mitigation programs and solutions. Fresh Coast staff have provided these services for the cities of Ann Arbor, Dearborn, Flint, Grand Haven, Richmond (CA), and Columbia (MO).

Reference: David Norwood
Current Role: Municipal Services Deputy Director, Canton Township
Previous Role: Sustainability Director, Dearborn
Email: David.Norwood@cantonmi.gov
Phone: (734) 394-5116

MI Climate Wise Business Program

Through the Centrepolis Accelerator, Fresh Coast Climate Solutions operates a program providing technical assistance to small and mid-sized businesses. The program allows Fresh Coast to help companies with a) developing climate goals, b) establishing a GHG baseline or impact analysis, c) designing an ESG framework, d) developing an electrification plan and, e) advising on circularity solutions. The program is funded by the ERB Foundation, and the Fresh Coast team operates the program on behalf of Centrepolis.

Reference: Centrepolis Accelerator
Name: Dan Radomski



Position: CEO
Cell Phone: (248) 721-3192
Email: dradomski@ltu.edu

PROJECT TEAM

In order to provide the City of Muskegon with the most robust project team and expertise, Fresh Coast is deploying five of its staff members to ensure project success. To stay within the ten-page maximum for this section, we have included only staff bios, and have included resumes as part of the appendix.

JENNY OORBECK | CO-FOUNDER AND MANAGING PARTNER

Jenny Oorbeck is Co-Founder and Managing Partner of Fresh Coast Climate Solutions, a sustainability consulting firm focused on helping a broad range of clients implement transformative climate solutions with the bold ambition to reverse climate change. Prior to this, Jenny successfully launched and established sustainability business lines for global businesses including NSF International and SCS Consulting Services, a new entity within SCS Global Services.

Jenny's 20+ year environmental career has encompassed creating cutting-edge sustainability programs for a wide range of clients including startups to fortune 500 companies, governmental agencies, and nonprofit organizations. Examples include, but are not limited to, drafting one of the country's first municipal greenhouse gas emissions (GHG) emissions inventories and action plans, rolling out pilot commercial waste reduction programs, developing revolving energy funds for economically depressed cities, launching innovative sustainable textile and regenerative agriculture pilot programs with private sector clients, and evaluating the viability of new-to-market carbon credit project and programs.

Jenny holds a bachelor's degree in sociology from Mills College and a master's degree in environmental policy from the University of Michigan School of Natural Resources and Environment.

NICK KEMP | TECHNICAL DIRECTOR

Nick Kemp is Technical Director of Fresh Coast Climate Solutions. Prior to joining this startup with Jenny Oorbeck and Joshua Brugeman, Nick led the technical team at SCS Consulting Services with a focus on GHG emissions inventories, GHG reduction goals (carbon neutrality and science-based targets) and strategies, as well as product sustainability, and ESG strategy development.

Nick's career includes work as a research specialist at the University of Michigan where he focused on quantifying the life cycle environmental impact of emerging technologies and was an integral contributor to the President's Commission for Carbon Neutrality. He has extensive experience in manufacturing through his years as a production engineer at Dow Chemical and time as a process design engineer for Becton Dickinson.

He emphasizes progress through collaboration, recognizing the knowledge and skill that all team members hold and the importance of inclusion to effective and long-lasting solutions. Whether it's tackling wicked problems or a long day in the mountains, Nick enjoys the challenge and reward that comes with persevering through complex engagements.



Nick holds a bachelor's degree in chemical engineering from the University of Michigan and a master's degree in sustainable systems from the University of Michigan School for Environment and Sustainability.

BECCA ELDER | SENIOR TECHNICAL ANALYST

Becca Elder is the Senior Technical Analyst at Fresh Coast Climate Solutions. Becca is passionate about harnessing the power of data to tell compelling stories and generate valuable insights that fuel bold and effective climate action. Prior to joining Fresh Coast, Becca was the Sustainability Analyst for the City of Columbia, Missouri, where she spearheaded efforts to track and evaluate progress on the City's climate action plan. Her role involved conducting community-wide and municipal greenhouse gas inventories, analyzing emissions trends, and modeling the potential impacts of strategies in the climate action plan.

One of Becca's significant achievements during her time with the City of Columbia was the implementation of the municipal benchmarking policy, which involved assessing energy performance of all municipal buildings and identifying optimal investments to reduce energy costs and emissions. In alignment with her passion for making data accessible and impactful, Becca built user-friendly dashboards for the public to explore climate action data, along with an internal benchmarking dashboard to empower City staff to make well-informed energy efficiency investments.

Becca holds a Master of Public Affairs (MPA) from the Truman School of Public Affairs, University of Missouri, where she received an AmeriCorps Fellowship and served as a Graduate Research Assistant. Prior to her MPA, Becca earned a Bachelor of Science in Environmental Studies/Interdisciplinary Studies from Truman State University. During her undergraduate career at Truman State, Becca founded the Truman State University Sustainability Office, where she continued to work post-graduation to develop programming.

MATTHEW PAPER | TECHNICAL ANALYST

Matthew Paper is a Technical Analyst for Biodiversity and Water at Fresh Coast Climate Solutions. Prior to joining, Matthew performed goal-based ecological research throughout southern Africa as a junior researcher and implementation officer for the Centre for Biological Control, Rhodes University. He has experience working with international research groups from across the world, with a focus on ecosystem modelling and restoration. Having worked extensively in South Africa, the need to improve ecosystem health in the country's threatened and economically valuable freshwater systems drove his leading and participating in the development of stakeholder engagement programs focusing on local governments, international parties, and private stakeholders to improve the ecosystem resilience through sustainable and ecologically friendly methodologies. Matthew is experienced in ecological modelling and field and laboratory-based experimentation, terrestrial and aquatic survey methodologies, geospatial mapping, and stakeholder engagement programs. Matthew holds a MSc by research on the ecological impacts of climate change on freshwater ecosystems' structure and function from Rhodes University. He offers a strong scientific perspective on ecological issues and sustainability practices, as well as a unique perspective on social responsibility having grown up in the culturally diverse setting of South Africa.

RACHEL CUSHARD



Rachel Cushard is an Intern at Fresh Coast Climate Solutions and an undergraduate student at the University of Michigan. She is majoring in Environmental Science and Psychology, with a minor in Sustainability. As a Vice President of the Erb Sustainability Institute Undergraduate Fellowship and a member of the Graham Sustainability Scholars Program, she is passionate about working collaboratively to innovate change.

Before joining Fresh Coast, Rachel interned for the City of Sterling Heights, Michigan within the Office of Planning. She facilitated interactive workshops and created materials for hands-on activities to engage the community and gain local input for their premier Climate Action Plan, which she will continue to draft as a member of Fresh Coast. She also assembled resources for an urban forestry grant application to strategically improve the city's tree canopy and conducted data capture of water and energy usage by municipal facilities.

Rachel has prior experience consulting for a sustainable clothing startup, researching the synthetic materials manufacturing processes to incorporate a powdered filament derived from invasive Zebra Mussel shells in the Great Lakes. As winner of the 2023 Stellantis Student Achievement Award for her research on decarbonizing mobility in the automotive industry, she has experience finding novel solutions. Rachel brings a creative perspective to the team, and she is committed to driving impactful change at the intersection of sustainability and business.

APPENDIX

1. Public Sector GHG Services Flyer
2. Case Studies
3. Resumes

A Trusted Partner in Public Sector Sustainability

If your city needs support in completing community wide or local government greenhouse gas (GHG) inventories, GHG forecasting or strategy reduction modeling, or support in tracking progress toward emissions reduction goals, our team of technical experts can help. We'll manage the process from start to finish and provide you with the tools and resources you need to understand your GHG emissions baseline, set emissions reduction targets, and develop strategies to accelerate your city's journey to net zero.



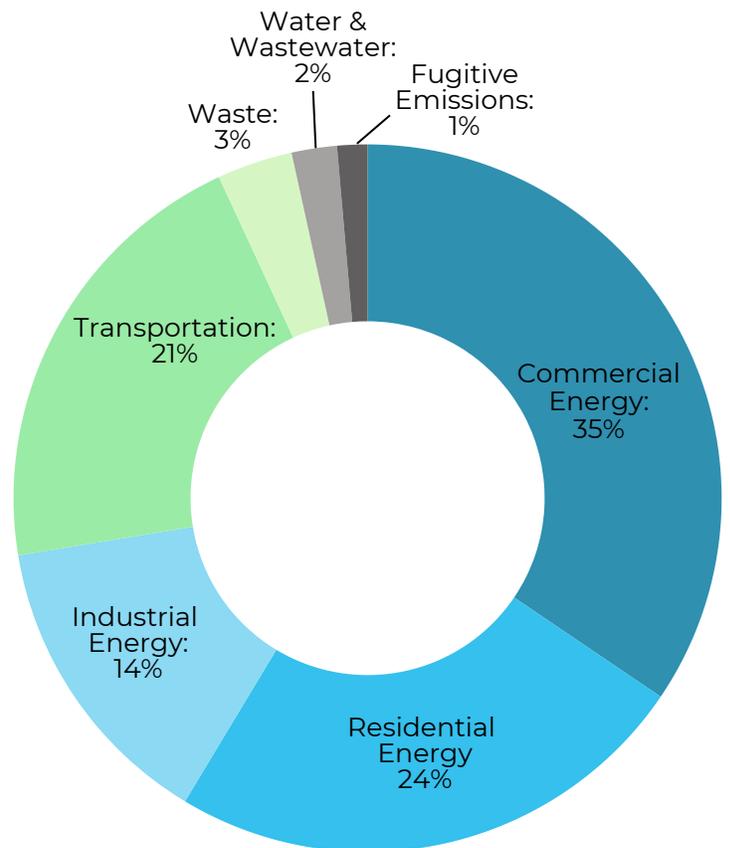
What you can expect from Fresh Coast:

Reliable results: Our work is research-backed, reputable, and repeatable. We use recognized standards and methodologies for every step.

Detailed and insightful deliverables: You will receive comprehensive deliverables with insights you need to understand results and communicate with the public.

We lead the process: We identify data needs, source required data, and find solutions to any and all roadblocks along the way.

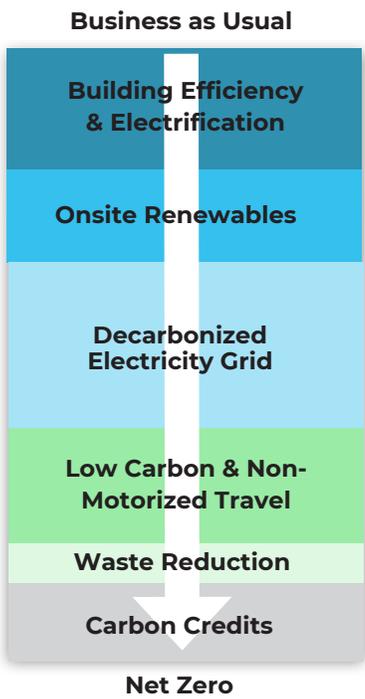
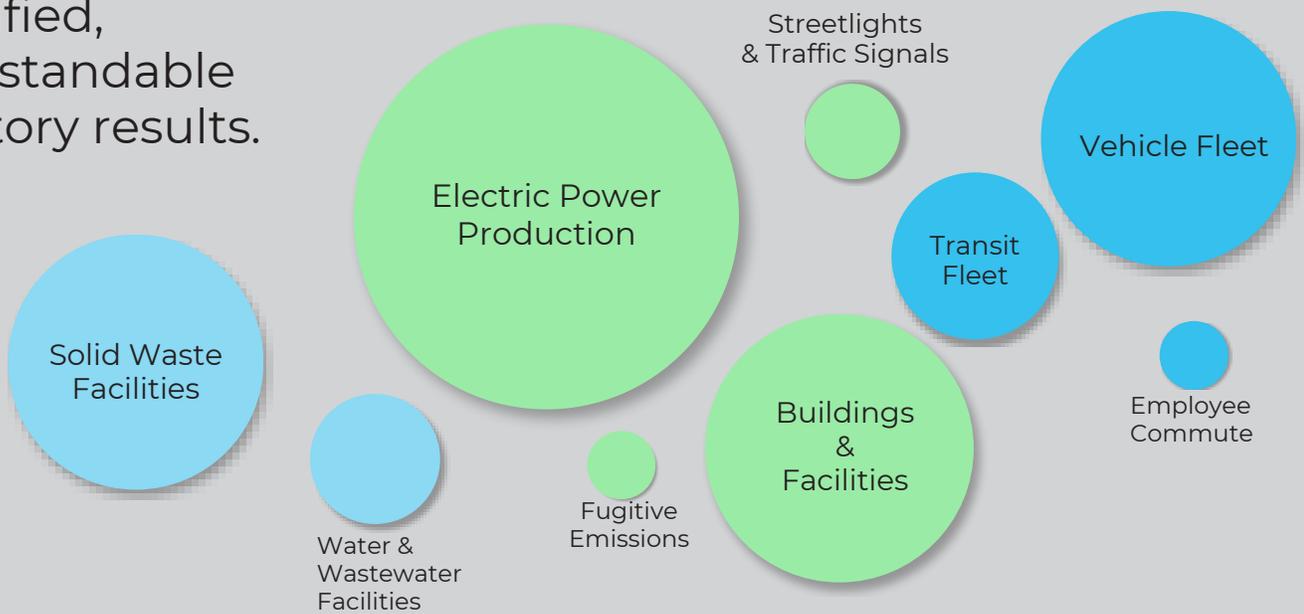
A trusted partner: You will work with a dedicated team of experts who will walk you through every step of the process.



Fresh Coast Climate Solutions' technical team has decades of experience formulating climate action plans and conducting detailed greenhouse gas (GHG) inventories for public sector clients.

We provide a wide range of technical assistance for public sector clients working to measure and improve sustainability. Our team is well-versed in conducting inventories in compliance with the U.S. Community Protocol, the GHG Protocol, and other internationally recognized standards. Whatever your needs may be, rest assured, we have the expertise to meet them.

Simplified, understandable inventory results.



Carbon reduction strategies:
 pathway to net zero communities.

We help communities translate GHG inventories into actionable decarbonization strategies.

Contact our team today to get started on your journey to net zero.

info@freshcoastclimate.com
www.freshcoastclimate.com



COMMUNITY CLIMATE PLANNING + IMPLEMENTATION

MULTIPLE U.S. COMMUNITIES

Guiding U.S. Communities to Act on Climate Change

Fresh Coast partners have helped multiple U.S. communities over the last two decades establish baseline greenhouse gas (GHG) inventories, set climate goals and targets, develop climate action roadmaps, and/or implement a range of impactful GHG mitigation programs and solutions.

Sample communities supported include:

- 8 economically depressed Michigan communities
- City of Ann Arbor, MI
- City of Dearborn, MI
- City of Richmond, CA
- City of Columbia, MO
- City of Sterling Heights, MI



KEY OUTCOMES

- Deep understanding of current community baseline emissions amounts and sources
- Engaged community to help inform climate action plan development
- Established GHG reduction targets
- Completed implementation roadmaps with estimated timelines, costs, and impacts
- Reduced GHG emissions

PUBLIC SECTOR GREENHOUSE GAS INVENTORIES

COLUMBIA, MISSOURI

Measuring and Understanding Community GHG Emissions

Fresh Coast conducted two greenhouse gas GHG emissions inventories for the City of Columbia, Missouri:

1. Community-wide GHG inventory
2. Municipal operations GHG inventory

Fresh Coast managed the entire inventory process, from making data requests to detailing inventory results in a written report and an interactive Power BI dashboard. Results were analyzed against baseline and previous inventory years to detail the main drivers in GHG emissions changes by sector and source.



Image from Columbia Regional Business Report

KEY OUTCOMES

- Completed 2023 community-wide GHG emissions inventory
- Completed 2023 municipal operations GHG emissions inventory
- Entries of both inventories into ClearPath software
- Report delivered with detailed insights on main drivers in GHG emissions changes
- Power BI dashboard created with inventory results and GHG emissions reduction targets

CLIMATE LIFE-CYCLE IMPACT ANALYSIS

JUST CLIMATE

Fresh Coast Serves as a Trusted Climate and LCA Advisor on Global High-Impact Climate Projects

Fresh Coast Climate Solutions provides ongoing technical climate expertise to Just Climate, a climate-led investment business launched by Generation Investment Management.

Fresh Coast determines the anticipated life-cycle GHG impacts from scaling a climate-focused technology and/or process compared to the standard business as usual solution. Our work informs our client's investment decisions and provides assurance projects they invest in will mitigate and/or remove climate emissions as anticipated. Example projects evaluated include green steel, biochar, motors, batteries, EV chargers, and nature positive solutions.



KEY OUTCOMES

- Completed comparative climate life-cycle impact analyses
- Developed excel based life-cycle models
- Independent third-party data validation and due diligence with a statement of assurance
- Investment prioritization and risk mitigation

NATURE BASED STRATEGIES DEVELOPMENT

SANCTUARY FARMS



DEVELOPED NATURE-BASED SOLUTIONS FOR WASTEWATER MANAGEMENT

Fresh Coast worked with Sanctuary Farms; an SME based in Metro Detroit to develop nature-based solution to their urban farming and compost operations, with a focus on ecologically minded approach.

Sanctuary Farms needed a partner to support their goals of incorporating nature-based solutions in their innovative and community supporting urban farming and composting operation. We developed ecologically minded wastewater strategies that align with city requirements and best practice to support native species establishment and effective management practices for their wastewater needs.



KEY OUTCOMES

- *Nature-based wastewater management strategies development and implementation guide with a focus on species water remediation efficacy and historical occurrence*
- *Site species inventory and species recommendation based on habitat redevelopment within an urban setting*
- *Site hydrological stormwater assessment*
- *Soil analysis and soil health restoration recommendations*

WATER QUALITY SOLUTIONS PROVIDER

CDP WATER GAP ANALYSIS

Fresh Coast Conducted a Gap Analysis To Support CDP Water Disclosure

Fresh Coast provided technical support to a confidential client to conduct a gap analysis comparing existing water stewardship information against CDP Water disclosure requirements. Water-related data from multiple sources including the Corporate Sustainability Report, WAVE Verification package, and AWS Standard supporting materials. The analysis included estimated scoring and a summary of subject areas requiring supporting efforts to improve scoring.



KEY OUTCOMES

- Understanding water-related risks and opportunities
- Evaluated water use data and providing data driven strategy
- Benchmarked water use in manufacturing process and products
- Recognized corporate-wide water use actions
- Estimated disclosure scores per section as guidance for next steps

PROGRAM MANAGEMENT

NEXTCYCLE MICHIGAN

Circular Economy Program Spurs Economic Growth In Michigan

NextCycle MI aims to divert waste streams in MI and grow the circular economy through a technology accelerator.

NextCycle MI provides typical start-up bootcamp support, facilitates connections with investors and industry partners, and funds projects that deploy new solutions and technologies while tackling waste streams.

Fresh Coast is a project partner and provides program management support, start-up coaching, and industry matchmaking services.

The graphic features the NextCycle Michigan logo at the top center, which consists of three interlocking green and blue triangles forming a circular shape. Below the logo, the text reads "NEXTCYCLE MICHIGAN" in white, followed by "BUILDING A CIRCULAR ECONOMY" in blue and white. At the bottom of the logo section, the website "NEXTCYCLEMICHIGAN.COM" and email "NEXTCYCLEMI@RECYCLE.COM" are listed. To the right of the logo section is a grid of six circular icons, each with a corresponding label: 1. A flag on a mountain peak labeled "6 INNOVATION CHALLENGES". 2. A bar chart with an upward arrow labeled "DATA GUIDING OPPORTUNITIES". 3. A solar panel with a sun icon labeled "CLIMATE SOLUTIONS". 4. A hand holding puzzle pieces labeled "PUBLIC-PRIVATE PARTNERSHIPS". 5. Three stylized human figures labeled "EQUITABLE IMPACT". 6. A stack of money labeled "ECONOMIC ADVANTAGES". At the bottom of the graphic are logos for "EGLE", "mrc", "Accelerator", and "RRS 2".

KEY OUTCOMES

- Strategic partnerships formed between companies and project participants
- Investment attracted to companies and Michigan
- Technical assistance provided to companies
- Start-up and business coaching provided to participants

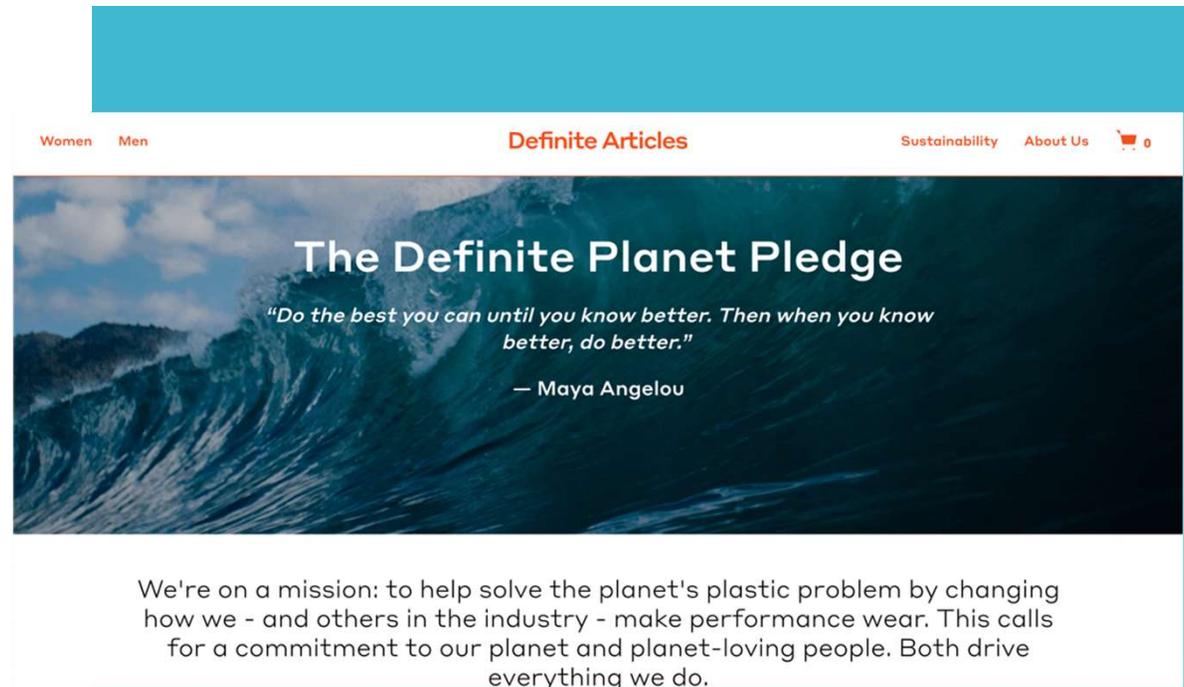
SUSTAINABILITY STRATEGY

DEFINITE ARTICLES

Apparel Company Launches with Sustainability Core to its Brand

Definite Articles, a newly created apparel company formed by the founder of Untuckit, sought assistance to help launch a brand built on the foundation of sustainability, circularity and reduced emissions.

Initially, the client requested help with building an idea and developing strategic direction to determine what was possible. The engagement evolved from initial strategic guidance, to tactical development of a supplier code of conduct, B-Corp certification assistance and product LCA calculations.



KEY OUTCOMES

- Strategic guidance provided on industry trends, materials claims, and key competitors
- Developed supplier code of conduct
- Conducted preliminary comparative life-cycle assessment of socks
- Guided B-Corp certification process

MINING / RARE EARTH METAL LCAs

LIFE CYCLE ASSESSMENT (LCA)

Fresh Coast Conducted Cradle-to-Gate LCAs Following ISO 14040/44 Standard

Fresh Coast Climate Solutions completed LCAs for design phase rare earth mining/manufacturing processes that will help facilitate domestic supply of rare earth metals and magnets. Results included:

- Base case life cycle GHG emissions and scenario/sensitivity analysis for key parameters
- Material substitutions for raw materials lacking data
- General comparison of results to industry/academic data



KEY OUTCOMES

- Cradle-to-gate LCA for emerging technology in design phase
- Multiple modeled scenarios for future grid electricity intensity & use of renewables
- Helped client identify areas to refine process to reduce GHG emissions
- Delivered excel workbook to be used for continued modeling

GH POWER

ZERO CARBON ALUMINA

Fresh Coast Provides Carbon Expertise to the Advance Net Zero in the Industrial Sector

Fresh Coast Climate Solutions is currently partnering with Ontario-based GH Power to develop:

- A climate impact model for clients to calculate Scope 1 and 2 GHG emissions reductions by sourcing GH Power's alumina and Scope 3 GHG emissions reductions by placing a GH Power reactor onsite
- A first of its kind standard and certification program for Zero Carbon Alumina



KEY OUTCOMES

- A completed climate impact model ready for client pilot testing
- Outcomes to be reported on as the project progresses

AUTOMOTIVE SUPPLY CHAIN BEST PRACTICES

CENTER FOR AUTOMOTIVE RESEARCH & SUNRISE PROGRAM

Fresh Coast Provided Objective and Detailed Reporting on ESG Best Practices for Automotive Industry Supply Chains

Fresh Coast Climate Solutions provided technical expertise to CAR, the leading industry-driven independent automotive research organization that informs and advises clients to develop a more sustainable automotive industry.

Fresh Coast conducted a detailed landscape assessment of interviews for automotive leaders and their ESG programs and identified best practices within the scope of ESG commitments along their supply chains. This informed researcher recommendations and industry decisions on best practices and ensured improved sustainability and responsible sourcing of materials down the supply chain. By highlighting gaps and best practices, Fresh Coast assisted decision-makers to improve communication between manufacturers and suppliers across the supply chain.



KEY OUTCOMES

- Completed qualitative research on supply chain best practices
- Gap analysis on supply chain ESG commitments
- Independent third-party review and data summary
- Improved understanding of supply chain sustainability needs

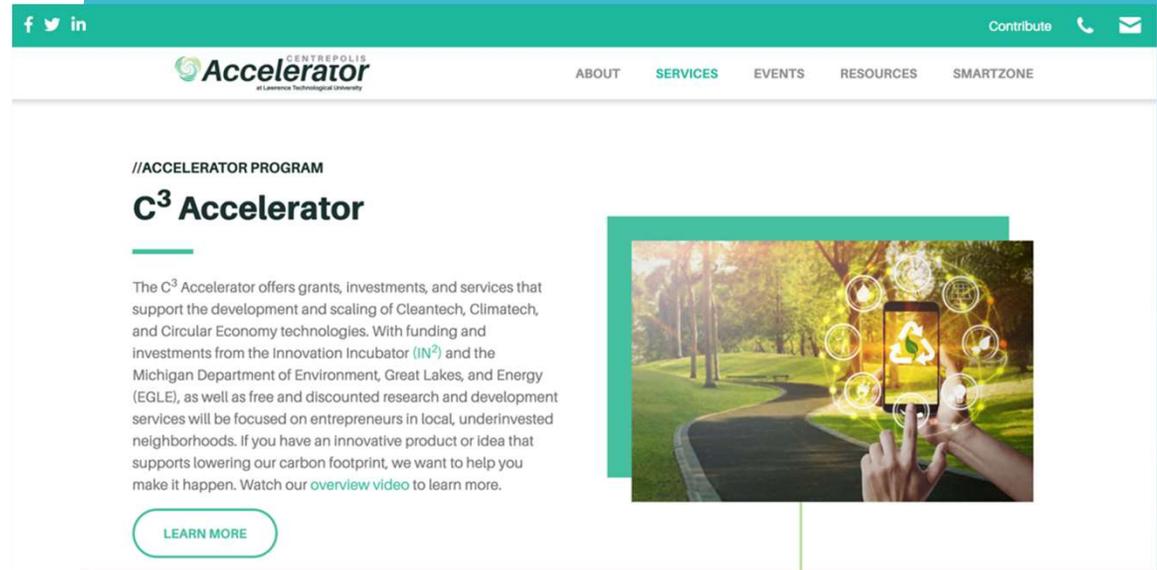
CLEANTECH & CIRCULAR ECONOMY

CENTREPOLIS ACCELERATOR

Fresh Coast Assists CleanTech Accelerator Commercialize Technology

As experts-in-residence, Fresh Coast Climate Solutions provides ongoing technical support to Centrepolis Accelerator, an organization focused on commercializing cleantech, circular economy, and climatech technologies, to assist companies with scaling their climate and sustainability technologies.

Expert-in-residence support includes coaching start-ups, conducting GHG analyses for their processes and technologies, helping develop markets and industry partnerships, creating pilot projects, pursuing funding, and helping companies through their growth trajectories.



The screenshot shows the website for the Centrepolis Accelerator at Lawrence Technological University. The header includes social media icons for Facebook, Twitter, and LinkedIn, along with a 'Contribute' button and contact icons for a phone and email. The main navigation menu lists 'ABOUT', 'SERVICES', 'EVENTS', 'RESOURCES', and 'SMARTZONE'. The main content area features a section titled '//ACCELERATOR PROGRAM' and 'C³ Accelerator'. Below the title, there is a paragraph of text describing the program's offerings, including grants, investments, and services for cleantech, climatech, and circular economy technologies. A 'LEARN MORE' button is located at the bottom left of the text block. To the right of the text is an image of a person's hands holding a smartphone, with a circular graphic overlay showing a recycling symbol and other icons.

KEY OUTCOMES

- Start-up coaching and market development coaching for accelerator participants
- Completed GHG technical analyses
- Funding programs pursued to assist accelerator companies
- Industry partnerships developed to assist product commercialization

MUNICIPAL BUILDING DECARBONIZATION ROADMAP

CITY OF FLINT, MICHIGAN

Establishing Baseline Building Efficiency + Charting the Path to Net Zero Buildings

Fresh Coast benchmarked Flint's municipal buildings in Portfolio Manager by ENERGY STAR to establish baseline energy efficiency and greenhouse gas emissions.

Through working with city staff to understand needs, limitations, and goals, Fresh Coast developed an eight-part decarbonization strategy that identified short- and long-term actions to achieve net zero municipal buildings. Emphasis was placed on free, easy to implement strategies that reduce energy costs while improving the comfort and health of municipal buildings. City staff were provided with detailed guidance to take next steps after project close-out, as well as connections to free resources and programs to help them on their journey.



KEY OUTCOMES

- Baseline understanding of city building efficiency and GHG emissions
- Benchmarking reports from Portfolio Manager and visualized, easy to understand results
- Eight-part decarbonization strategy tailored to the City of Flint's needs
- Cost/benefit analyses to demonstrate savings potential
- Guidance for continuing municipal benchmarking and analysis
- Connections to free assistance programs and peer cities

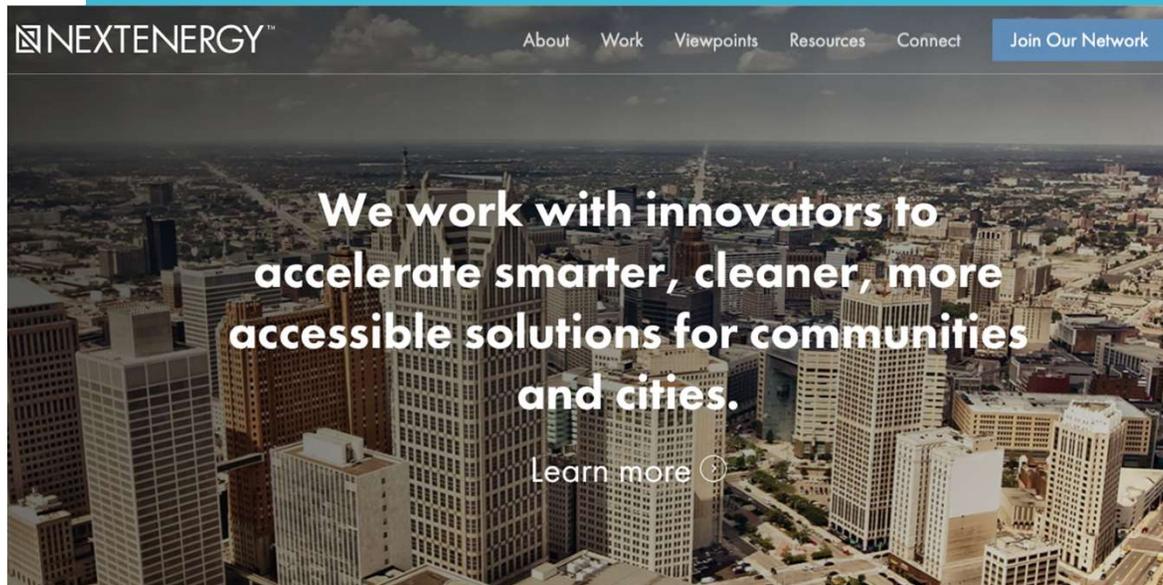
RESIDENTIAL ELECTRIFICATION

NEXTENERGY

Partnering to Scope one of the First Residential Low-Income Electrification Projects in Michigan

NextEnergy partnered with Fresh Coast Climate Solutions to scope a low-income residential electrification project for implementation in the City of Flint, Michigan, as part of the MINextCities grant program.

Fresh Coast is conducting research and engaging with stakeholders – the City of Flint, community housing agencies and organizations, regional technology manufacturers, contractors, and utilities – to design an impactful electrification project that can scale electrification of existing housing stock statewide.



KEY OUTCOMES

- An implementation guide to improve resiliency and make strides toward achieving net zero in a low-income community
- A financial model to guide the most impact by incorporating Inflation Reduction Act incentives and grant funding with the right technological solutions
- Stakeholder engagement and community partnerships to support implementation
- Research of available connected, electrification technologies

PATAGONIA

EVALUATION OF SUPPLY CHAIN TRACEABILITY & TRANSPARENCY MARKET DRIVERS, INDUSTRY CAPABILITIES, AND POLICY DEVELOPMENT

Patagonia hired Fresh Coast Climate Solutions to assess market drivers for public disclosure of traceability and transparency information, benchmark competitors and industry adjacent peers, conduct a gap analysis, and develop a public-facing transparency and traceability policy. Patagonia wanted to understand how to better demonstrate and improve upon its already robust transparency and traceability practices.



KEY OUTCOMES

- Assessment of market drivers impacting brands' needs to share traceability & transparency information publicly
- Competitive benchmarking analysis of 9 competitors and industry adjacent companies and evaluation of 100+ traceability & transparency information items
- Gap analysis and recommendations for enhancing publicly shared information
- Policy drafted to improve communication of client's robust traceability and transparency practices

WORKFORCE TRAINING AND DEVELOPMENT

DEVELOPED AND DELIVERED ISO 14064 and 14067 TRAININGS

Advancing Sustainability in the Workforce through Up-Skilling and Continuing Education

Fresh Coast Climate Solutions developed curriculum and delivered the following trainings for global clients:

- A 4-day training GHG accounting course covering ISO 14064-1, 14064-3, and 14064-4
- A 4-day product carbon footprint training covering ISO 14067

All trainings were developed to meet the requirements of the relevant ISO standard, reflect the latest climate science, and apply real world learning through relevant case studies.



KEY OUTCOMES

- Engaging curriculums developed by experts in the field with real-world and practical case studies
- Delivered virtual synchronous trainings
- An up-skilled workforce

JENNY L. OORBECK, M.S.

Ann Arbor, MI 48103 | (734) 945.9335

joorbeck@freshcoastclimate.com | [linkedin.com/in/jennyoorbeck/](https://www.linkedin.com/in/jennyoorbeck/)

SUMMARY

Exceptional climate leader with vision and creative ability to manage teams positively and drive success. Passionate, dynamic, innovative, collaborative, results-driven sustainability executive. A knack for successfully initiating businesses, divisions, teams, services and programs from scratch. Proven ability to build deep and productive relationships with diverse stakeholders to achieve strategic goals. Organized, highly motivated, and detail-oriented problem solver.

EXPERIENCE

Fresh Coast Climate Solutions

Co-Founder and Managing Partner

Ann Arbor, Michigan

2022-Present

- Serve as co-owner and executive leader of a specialty, climate-focused consulting firm
- Assist a range of clients including start-ups to large companies, NGOs, and public agencies take bold and transformative steps to implement climate change solutions
- Example projects include conducting due diligence on climate-focused technologies and companies, calculating GHG emissions inventories, developing climate programs and roadmaps, advising organizations on driving sustainability programs through their complex and global supply chains, and advising companies to develop and scale circular economy solutions, among others

SCS Consulting Services

Executive Director

Ann Arbor, MI

2020 - 2022

- Launched SCS Global Services' new consulting business entity including developing and executing a go-to-market strategy, securing projects, hiring and managing staff, and establishing and meeting budgets
- Secured more than \$1M in revenue and grew the team to 13 staff members within one year, while ensuring profitability
- Provided consulting services to a range of corporate clients, including fortune 500 companies, to advance their sustainability performance including tracking carbon emissions, setting carbon reduction goals, implementing mitigation programs, tracking progress, continually improving performance, conducting due diligence, advancing ESG programs, among many other activities

NSF International

General Manager, Sustainability

Ann Arbor, MI

2015 - 2020

- Oversaw and set the strategic direction for NSF's sustainability team including overseeing M&A activities
- Managed 5 P&Ls, set annual budgets, and worked diligently to achieve financial and impact goals
- Succeeded in scaling the team 10% year over year organically throughout my tenure

- Initiated two new global sustainability startup services for the organization in textiles and consulting
- Led the team from the lowest net promoter score in the organization to the highest within three years
- Influenced the hire of NSF's first corporate sustainability manager and the establishment of carbon neutrality goals for global operations

Clean Energy Coalition

Ann Arbor, MI

Program Director

2013 - 2015

- Directed the operations team to ensure exceptional deliverables were completed on time and within budget
- Developed and implemented strategies to secure new business; generated \$5.8M in funding for the organization
- Administered and ensured the timely and successful completion of a variety of federally-funded clean energy projects for private and public sector clients including deploying energy efficiency programs and services, developing community greenhouse gas inventories and climate action plans, implementing Michigan's first Property Assessed Clean Energy program, and deploying alternative fuels and alternative vehicle infrastructure

Communities Division Manager

2010 - 2013

- Led the organization's Communities division which provided technical consulting to more than 40 Michigan local governments in the areas of climate change, energy efficiency, and renewable energy.
- Oversaw the timely completion of innovative municipal clean energy programs including developing municipal energy efficiency programs in eight of Michigan's most distressed communities including Benton Harbor, Detroit, Hamtramck, Highland Park, Flint, Muskegon Heights, Pontiac, and Saginaw

City of Richmond

Richmond, CA

Environmental Manager

2007 - 2010

- As the first lead environmental staff member, established an environmental division including managing the City's environmental budget, hiring and overseeing staff, and facilitating the development and implementation of strategic short-term and long-range plans
- Developed innovative environmental policies and programs including implementing citywide residential and commercial green building standards and implementing a policy to eliminate the use of expanded polystyrene and plastic food ware containers by food service providers
- Assisted with the development of the City's Energy and Climate Change Element, one of the nation's first general plan elements to expressly address climate change
- Conducted a comprehensive municipal and community-wide greenhouse gas emissions inventory for the City which was one of the first nationally to include industrial point source and local rail emissions
- Received the Sustainable Contra Costa award in the government sector in 2010

Central Contra Costa Solid Waste Authority

Walnut Creek, CA

Acting Director (In Executive or Interim Director's absence)

2007

- Oversaw and directed agency's staff, \$1,000,000 operating budget, and diverse waste reduction programs

Program Manager

2004-2007

- Managed agency's green building, construction and demolition debris recycling, small business recycling, and school recycling program areas, including developing and implementing waste diversion programs and education and outreach
- Set and managed program area budgets, analyzed data, prepared reports, and presented policy and program recommendations to Board of Directors

Brown, Vence & Associates

San Francisco, CA

Associate I & II

2003-2004

- Provided energy efficiency and waste reduction consulting on complex issues to private and public sector clients worldwide to help them meet environmental goals

University of Michigan, Center for Sustainable Systems

Ann Arbor, MI

Graduate Student Research Assistant

2002-2003

- Developed one of the first GHG emissions inventories and climate action plans in the country as part of a group project undertaken with three colleagues

Central Contra Costa Solid Waste Authority

Walnut Creek, CA

Waste Prevention and Recycling Assistant

2000-2002

- Planned and implemented strategies to expand and improve waste prevention, recycling, composting, green building, and solid waste management programs
- Consulted to businesses, providing waste reduction assessments and cost-savings estimates; assisted businesses with recycling program implementation and ongoing evaluation

Americorps

Oakland, CA

Environmental Education Specialist

1999-2000

- Taught classes, both on-site and in Alameda County classrooms, for students ages 5 - 22 on the importance of waste reduction, stressing the four "R's": reduce, reuse, recycle and rot
- Led tours of the Davis Street Transfer Station, a transfer point for all green waste, recyclables, and garbage

EDUCATION

University of Michigan School of Natural Resources and Environment

Ann Arbor, Michigan

M.S., Natural Resources and Environment, emphasis in Resource Policy

2003

Mills College

Oakland, California

B.A., General Studies

1997

VOLUNTEER POSITIONS

- 2022 – Present: Boot Camp Coach, Ann Arbor Spark, Ann Arbor, MI
- 2021 – 2022: Industry Advisor, Xpansiv, San Francisco, CA
- 2021 – 2022: Director, Center for Sustainable Systems External Advisory Board of Directors, University of Michigan
- 2013 – 2015: Director, Board of Directors, Recycle Ann Arbor

NICHOLAS J. KEMP

Ann Arbor, MI 48103 | (810) 602.6826
nkemp@freshcoastclimate.com | [linkedin.com/in/nick-kemp-930a06118/](https://www.linkedin.com/in/nick-kemp-930a06118/)

SUMMARY

Nick Kemp is the Technical Director of Fresh Coast Climate Solutions. Prior to joining this start-up, Nick led the technical team at SCS Consulting Services with a focus on GHG emissions inventories, GHG reduction goals (carbon neutrality and science-based targets) and strategies, as well as product sustainability, and ESG strategy development.

Nick's career includes work as a research specialist at the University of Michigan where he focused on quantifying the environmental impact of emerging technologies and was an integral contributor to the President's Commission for Carbon Neutrality. He has extensive experience in manufacturing through his years as a production engineer at Dow Chemical and time as a process design engineer for Becton Dickinson.

EXPERIENCE

Fresh Coast Climate Solutions

Technical Director

Ann Arbor, Michigan

2022-Present

- Serve as the organization's technical expert, leading complex projects and providing guidance to team members
- Develop and maintain suite of technical resources to ensure work is in alignment with most recent climate science
- Build and mentor technical team capable of providing transformative sustainability solutions to our partners

SCS Consulting Services

Senior Technical Manager

Ann Arbor, MI

Nov 2021 - Aug 2022

- Served as a project manager for multiple, complex projects including calculating GHG inventories, modeling reduction initiatives, settings SBTs, and sustainability strategy and reporting
- Contributed to projects as the technical lead with clients in multiple sectors including the financial industry, plastics, food and agriculture, and manufacturing
- Developed template to calculate scope 3 emissions for plastic manufacturers which modeled impact from transitioning between resin types and virgin versus recycled resin
- Led development of sustainable products and services framework for a large electronics distributor to identify and promote sustainable products enabling their customers to incorporate sustainability in purchasing decisions
- Managed remote technical team of 5, ranging from entry-level analysts to senior technical project managers, with responsibilities including assisting with employee goal setting, supporting career growth, and managing capacity
- Led internal strategy team focused on developing and improving work processes, internal standards, and identifying new and enhancing existing service offerings

Becton Dickinson

Peptone Manufacturing – Process Engineer/Project Manager

Detroit, MI

Mar 2017 – Aug 2018

- Automated product reaction sequence reducing cycle time (12%) and quality issues (15%)
- Developed new manufacturing process for critical raw material preventing \$420M of annual revenue loss
- Led project to remove hazardous raw material eliminating flammability concerns, hazardous waste creation, and avoided an additional \$250M in capital expenditure
- Optimized drying process which increased yields by 5% (\$950M/year) and reduced Quality Notifications by 10%
- Led cycle time reduction project for key product, reducing cycle time by 23% thereby enabling company to meet growing, time-sensitive customer demand

Dow Chemical - Herbicide Formulations

Senior Production Engineer

Midland, MI

Mar 2016 – Mar 2017

- Led cross functional teams for process optimization projects including formulation process cycle time reduction project (\$200M savings) and clean-out waste reduction project (10mgal/yr water use reduction)
- Led numerous Root Cause Investigations and coached new engineers through the investigation work process
- Taught new operators in Dow's Operational Excellence in Manufacturing program about manufacturing process design and troubleshooting skills

Production Engineer

Mar 2013 – Mar 2016

- Served as technical subject matter expert while coaching and assisting operations team to ensure safe and reliable production of 180MM lbs of product per year
- Developed first pass prime metrics (FPP) for 36 products and improved overall FPP rate by 17% over a 2-year period
- Reduced equipment downtime by 12% through improved preventative maintenance program
- Worked with 3rd party company to develop filtration system to enable re-use of flush water reducing water usage by 25%
- Led 5S and Process Automation teams resulting in multiple Kaizen events and 20% reduction in nuisance alarms respectively

RESEARCH EXPERIENCE

University of Michigan

Research Specialist

Ann Arbor, MI

May 2020 – Nov 2021

- Developed a dynamic carbon accounting model (63 excel sheets, >100,000 data points) for the University of Michigan President's Commission on Carbon Neutrality (PCCN), including Scope 1, 2, & 3 emissions for all UM campuses and properties
- Modeled carbon emission reduction strategies (29 strategies, 515 strategy inputs) to determine potential reduction of UM emissions (e.g., vehicle fleet electrification leads to a 50% reduction in Scope 1 transportation emissions over 30 years)

- Generated and presented three carbon neutrality pathways using the carbon accounting model (slow, moderate, and aggressive) to the PCCN providing the foundation for carbon neutrality goals announced by UM on May 5th, 2021
- Constructed and published a parametric model to evaluate impacts of e-commerce, refrigeration and automation on GHG emissions of numerous grocery supply-chain routes

University of Michigan

Research Assistant

Ann Arbor, MI

Jan 2019 – May 2020

- Completed life cycle analysis (LCA) of an automated SUV and van
- Developed component data set for incorporation into Argonne National Laboratory's GREET model
- Presented LCA research at 2019 Clean Energy Research Center Clean Vehicle Consortium

EDUCATION

University of Michigan School for Environment and Sustainability

MS in Sustainable Systems

Dow Sustainability Fellow

Ann Arbor, Michigan

May 2020

University of Michigan College of Engineering

BSE in Chemical Engineering

Ann Arbor, Michigan

December 2012

PUBLICATIONS

Kemp, N. J., Li, L., Keoleian, G. A., Kim, H. C., Wallington, T. J., & de Kleine, R. (2022). Carbon Footprint of Alternative Grocery Shopping and Transportation Options from Retail Distribution Centers to Customer. *Environmental Science & Technology*, 56(16), 11798–11806. <https://doi.org/10.1021/acs.est.2c02050>

Li, L.; He, X.; Keoleian, G. A.; Chul Kim, H.; De Kleine, R.; Wallington, T. J.; Kemp, N. J. Life Cycle Greenhouse Gas Emissions for Last-Mile Parcel Delivery by Automated Vehicles and Robots. *Environ. Sci. Technol.* 2021. <https://doi.org/10.1021/acs.est.0c08213>.

Keoleian, G.; Lewis, G.; Kemp, N.; Hua, N.; Hilton, S. Carbon Accounting Modeling Project A Report Developed for and Supported by the U-M President's Commission on Carbon Neutrality; Ann Arbor, MI, 2021.

Kemp, N. J.; Keoleian, G. A.; He, X.; Kasliwal, A. Life Cycle Greenhouse Gas Impacts of a Connected and Automated SUV and Van. *Transp. Res. Part D Transp. Environ.* 2020, 83 (May), 102375. <https://doi.org/10.1016/j.trd.2020.102375>

Rebecca Elder

Columbia, MO 65203 | (816) 703.9767
belder@freshcoastclimate.com | [Rebecca Elder, MPA](#) | [LinkedIn](#)

SUMMARY

Becca Elder is the Senior Technical Analyst at Fresh Coast Climate Solutions. Becca is passionate about harnessing the power of data to tell compelling stories and generate valuable insights that fuel bold and effective climate action. Prior to joining Fresh Coast, Becca was the Sustainability Analyst for the City of Columbia, Missouri, where she spearheaded efforts to track and evaluate progress on the City's climate action plan. Her expertise included conducting community-wide and municipal greenhouse gas inventories, analyzing emissions trends, and modeling the potential impacts of strategies in the climate action plan.

EXPERIENCE

Fresh Coast Climate Solutions

Senior Technical Analyst

Ann Arbor, Michigan

2023-Present

- Conducts scope 1, 2, and 3 greenhouse gas emissions inventories accounting to various methodologies
- Completes carbon due diligence and lifecycle analyses
- Builds client-facing presentations and generate actionable recommendations

City of Columbia, Missouri

Sustainability Analyst

Columbia, MO

July 2021 - July 2023

- Conducted annual municipal and community-wide greenhouse gas inventories and produced public inventory reports
- Researched best practices and provided data-driven recommendations for implementation of climate action plan
- Built Power BI dashboards to communicate community and municipal sustainability metrics
- Managed implementation of municipal building energy benchmarking policy
- Tracked energy performance and calculated emissions for all municipal facilities; identified optimal investments and quantified energy, cost and emissions reduction potential
- Built emissions forecast for climate action plan through 2050 using ICLEI's ClearPath tool; built power BI dashboard to seamlessly compare actual vs. forecasted emissions from 2015 baseline

University of Missouri School of Public Affairs

Graduate Research Assistant

Columbia, MO

2020 - 2021

- Managed data for research related to education equity
- Conducted literature reviews and data searches
- Assisted in preparing presentations of research

Northwest Earth Institute

Curriculum Developer

Remote

2019; 2023

- Reviewed and revised assigned sections of course books “Seeing Systems: Peace, Justice and Sustainability” Edition 2 (2019) and “Choices for Sustainable Living” (2023)
- Worked with a curriculum committee to create synthesis in course books

Truman State University Sustainability Office

Sustainability Office Coordinator and Founder

Kirksville, Missouri

2016 – 2018

- Initiated, created, and coordinated office and 5 interns
- Collaborated with staff to complete STARS sustainability reporting
- Coordinated sustainability committees across dormitories to promote sustainability
- Led development and coordination of Sustainability Week and Earth Week programs and events
- Created systems to collect and educate about glass, battery, plastic, and electronic recycling

The Green Thumb Project

Lead Coordinator, AmeriCorps Service Member

2015 – 2018

- Planned and implemented educational community events such as the annual Farm to Table Dinner, annual Fall Harvest Festival, Spring Garden Festival, and Harvest of the Month events
- Managed organizational budgeting and reporting for \$40,000 EPA grant
- Managed 10 interns and weekly student organization volunteer events
- Developed engaging curriculum for 24 garden classes/week that reached 500 students per year ages 3-12

Truman State University

Course Developer and Instructor

Kirksville, Missouri

2016-2018

- Initiated and taught two sections of Sustainability Leadership Practicum (ENVS 340)
- Designed curriculum for and taught two semesters of Grassroots Environmentalism (ENVS 380)
- Presented lectures as Teaching Assistant for Environmental Justice Course (JINS 336)

EDUCATION

University of Missouri School of Public Affairs

Masters of Public Affairs

AmeriCorps Fellow

Columbia, Missouri

May 2023

Truman State University

Bachelor of Science in Environmental Studies

Magna Cum Laude

Kirksville, Missouri

May 2017

Matthew Paper

Ann Arbor, MI 48103 | (816) 703.9767
mpaper@freshcoastclimate.com [Matthew Paper MSc](#) | [LinkedIn](#)

SUMMARY

Matthew Paper is a Technical Analyst at Fresh Coast Climate Solutions, focusing on Biodiversity and Water related solutions. Matthew is passionate about using ecological data and creative problem solving to develop actionable solutions for difficult climate change related questions. Prior to joining, Matthew performed goal-based research on aquatic and terrestrial ecosystems as a Junior Researcher and Implementation Officer for the Centre for Biological Control, Rhodes University. His role involved extensive ecological surveying, performing goal-orientated research, statistical data analysis, and developing action plans to effectively manage highly impacted ecosystems.

RESEARCH EXPERIENCE

Fresh Coast Climate Solutions

Technical Analyst, Biodiversity & Water

Ann Arbor, Michigan

2023-Present

- Perform goal-based research aimed at improving business sustainability practices
- Conduct biodiversity impact assessments, ecological data analyses and risk modeling and buildout strategic sustainable solutions
- Perform Water Stewardship program due diligence and innovative program development

The Centre for Biological Control, Rhodes University, South Africa

Junior researcher & Implementation Officer

Grahamstown, South Africa

August 2018 - April 2022

- Designed and performed ecological research on aquatic and terrestrial ecosystems function in response to anthropogenic impacts such as climate change, urbanization and agricultural/urban waste in southern Africa, Argentina, USA
- Provided pro bono environmental remediation surveys and action plans on impacted freshwater systems to struggling communities throughout southern Africa
- Worked alongside Argentina's [Foundation for the Study of Invasive Species](#) (FuEDEI), the USDA and US Army Corp of Engineers and the Australian Commonwealth Scientific and Industrial Research Organisation (CSIRO) on goal orientated invasive plant species research
- Designed and executed survey methodologies, laboratory and field based scientific experiments, genetic analysis, and analytical modeling for freshwater and terrestrial systems.
- Established and managed stakeholder engagement initiatives for highly impacted communities and municipalities throughout southern Africa
- Developed biological sciences educational programmes for low-income areas of South Africa
- Presented research at internationally recognized conferences

The Department of Botany, Rhodes University, South Africa*

Laboratory Technician & Research Assistant

Grahamstown, South Africa

May 2018 - July 2018

- Performed ecological in savanna ecosystems across Central South Africa

- Conducted biochemical (Total Non-Structural Carbohydrate) response assays on savanna plant species exposed to elevated CO₂ conditions for the Rhodes University Elevated CO₂ Facility
- Performed biodiversity surveys at the Fort Hare Fire Trials

***Volunteered at the South African Institute for Aquatic Biodiversity**

- Performed open-ocean day trips surveying zooplankton the coast of South Africa

Aquatic Ecosystem Services, fisheries and environmental consultancy

Data Analyst

Grahamstown, South Africa

February 2018 – April 2018

- Input and data management for community programs established to assist rural fishing communities on Lake Malawi

Divers Club Crete

PADI Dive Master

Crete, Greece

2017

- Assisted researchers from the Hellenic Centre for Marine Research with data collection along the northern reef of Crete, near the landmark of the Church of Agios Sozon.
- Performed guided scuba diving tours in the region of Agia Pelagia and the island of Dia

The Department of Zoology and Entomology, Rhodes University

Course Demonstrator

Grahamstown, South Africa

2016

- Taught and practically demonstrated several sections of Cellular Biology (101, 102), Zoology (102, 201, 202) and Botany (201, 202)

EDUCATION

The Centre for Biological Control, Rhodes University

Master of Science (Cum Laude)

National Research Foundation Innovation Scholarship

Grahamstown, South Africa

November 2021

Department of Zoology & Entomology/Department of Botany

Bachelor of Science in Zoology & Botany

Grahamstown, South Africa

April 2017

PUBLICATIONS

Paper, M.K., Righetti, T., Raubenheimer, S.L., Coetzee, J.A., Sosa, A.J. and Hill, M.P., (2022) Effects of elevated CO₂ on feeding responses of biological control agents of *Pontederia crassipes*. *Entomologia Experimentalis et Applicata*.

Coetzee, J.A., 2022. Paper MK, Miller BE, Kinsler D, Cilliers CJ, Hill MP (2022) Into Africa: *Salvinia minima* Baker (Salviniaceae) invades South Africa. *BioInvasions Records*, 11(4), pp.1011-1018.

INTERESTING HIGHLIGHTS

Volunteer at The Huron River Watershed Council

- Volunteer ecologist performing survey method development and in the field trialing
- Contribute to education programs and assist during volunteer field trips

Trekking the Annapurna Mountain range Nepal

- 30-day unguided trek through the foothill of the Annapurna Himal

Avid lover of the outdoors

- Completed multiple ultramarathon races – Great Lakes Relay (280mi), Rhodes Run (52km), Club to Club (127km)
- Completed multiple kaya marathons races and multi-day tours – Tugela Marathon, Inhaka Island, Orange River marathon
- Competed in several rock-climbing competitions and multi-day trips

Rachel K. Cushard

rcushard@umich.edu | (586) 942-0783 | [LinkedIn](#)

SUMMARY

Rachel Cushard is majoring in Environmental Science and Psychology, with a minor in Sustainability. As a Vice President of the Erb Sustainability Institute Undergraduate Fellowship and a member of the Graham Sustainability Scholars Program, she is passionate about working collaboratively to innovate change. Before joining Fresh Coast, Rachel interned for the City of Sterling Heights, Michigan within the Office of Planning. She facilitated interactive workshops and created materials for hands-on activities to engage the community and gain local input for their premier Climate Action Plan, which she will continue to draft as a member of Fresh Coast. She also assembled resources for an urban forestry grant application to strategically improve the city's tree canopy and conducted data capture of water and energy usage by municipal facilities. As winner of the 2023 Stellantis Student Achievement Award for her research on decarbonizing mobility in the automotive industry, she has experience finding novel solutions. Rachel brings a creative perspective to the team, and she is committed to driving impactful change at the intersection of sustainability and business.

EXPERIENCE

Fresh Coast Climate Solutions

Associate

Ann Arbor, Michigan

September- December 2024

- Provided general support for technical sustainability projects
- Assisted in conducting corporate greenhouse gas emissions inventories
- Continued drafting of Climate Action Plan for the City of Sterling Heights

City of Sterling Heights Office of Planning

Sustainability Intern

Sterling Heights, MI

May-August 2024

- Facilitated community engagement to gain local input for revision of Master Land Use Plan resulting in a workshop event with 70 attendees, 120 virtual interactive map contributions, and 3,200 Market Survey responses
- Assembled resources for \$225,000 IRA Urban and Community Forestry Grant application to strategically improve the City's tree canopy by planting 725 trees in underserved communities utilizing a multi-factor weighted schema
- Assisted in Climate Action Plan development by creating Sustainability Open House event materials and advancing community involvement through hands-on activities regarding sustainable infrastructure and priority budgeting
- Conducted Energy Star data capture of water and energy usage by all municipal buildings and facilities

Theta Alpha Psi Professional Sustainability Fraternity

Zero-Waste Chair & Ongoing Member

Ann Arbor, MI

February 2023-Present

- Managed recruitment events attended by 200+ students by leading application review, executing behavioral interviews, arranging a participatory seminar, and supervising a case competition to refine our pool of candidates
- Established sustainability initiatives for retreat attended by 40 members, implementing materials compatible with the Office of Campus Sustainability's composting standards, resulting in a 60% waste decrease from the previous year

Environmental Consulting Organization at the University of Michigan

Business Analyst & Ongoing Member

Ann Arbor, MI

2016 - 2018

- Collaborated with the founder of Oshki, a sustainable clothing startup, to research synthetic materials manufacturing processes to incorporate a powdered filament derived from invasive Zebra Mussel shells in the Great Lakes

Pantanal Partnership Sustainability Project Team at the University of Michigan

Project Partner & Ongoing Member

Ann Arbor, MI

January - May 2024

- Analyzed air quality evaluation metrics by quantifying particulate matter accumulation within a sustainable waste incinerator designed, constructed, and tested by our project team, and implemented in the Pantanal region of Brazil

MECC Consulting Group at the University of Michigan

Business Analyst & Ongoing Member

Ann Arbor, MI

February 2024 - Present

- Developed customer outreach initiatives for local restaurant by conducting a competitor analysis, formulating community engagement strategies, analyzing survey response data, and inquiring with potential partner organizations

Seven Mile Arts, Music, and Coding

Secretary

Ann Arbor, MI

January 2023 - May 2024

- Authored and published engaging weekly online newsletter communications reaching an audience of 150+ students and senior directors to raise awareness of opportunities for community involvement, upcoming events, and deadlines

EDUCATION

University of Michigan - College of Literature, Science, and the Arts

B.A. in Environmental Science & B.A. in Psychology, Minor in Sustainability

Ann Arbor, MI

April 2026

- GPA: 3.79/4.00
- U-M Graham Sustainability Institute Scholar
- Erb Institute Undergraduate Fellowship with Ross School of Business & School for Environment and Sustainability
- Awards & Achievements: 2023 Stellantis Student Achievement Award, University of Michigan Honors, Psi Chi International Honor Society, University of Michigan Planet Blue Ambassador

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Request to amend the planned unit development (PUD) at Harbour Towne to allow for the construction of 28 new condo units.							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: The proposed buildings include six fourplexes and two duplexes.								
Detailed Summary & Background: The original PUD for Harbour Towne called for up to 250 units, however, only 190 units were built. The time has lapsed to complete the additional units, so the PUD must be amended. A discussion was had regarding the installation of sidewalks, which was an original condition of approval. The PUD was amended in 2002 to add three additional duplexes along Fulton St. That amendment noted that the original agreement for sidewalks for the PUD is retained. During the July 11, 2002 Planning Commission meeting it was noted: "In previous amendments the issue of pedestrian walkways has come up. The original PUD required that walkways (sidewalks) be provided when the PUD became more fully developed. This issue needs to be resolved. Cement sidewalks may not be practical in the development. A boardwalk may be cost prohibitive. An option may be that a pedestrian/bike lane be painted on the existing street demarking a pedestrian area that will prompt motorists to be mindful of pedestrians and cyclists. The existing swath of pavement is fairly wide and open, which can actually promote speeding in the development." The Planning Commission voted in favor (5 to 3, 1 absent) of recommending approval of the project with the following conditions: 1. A turnaround must be incorporated at the end of Channel View Point. 2. An additional fire hydrant must be added along Channel View Point. 3. A stormwater permit must be obtained from the Engineering Department before construction commences 4. A landscaping plan is provided. 5. Sidewalks through Harbour Towne Circle East and West are installed within two years from the commencement of construction.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			

Fund(s) or Account(s): N/A	Budget Amendment Needed:					
	Yes		No		N/A	X

Recommended Motion:

I move that the request to amend the planned unit development (PUD) at Harbour Towne to allow for the construction of 28 new condo units be approved with the following conditions:

1. A turnaround must be incorporated at the end of Channel View Point.
2. An additional fire hydrant must be added along Channel View Point.
3. A stormwater permit must be obtained from the Engineering Department before construction commences
4. A landscaping plan is provided.
5. Sidewalks through Harbour Towne Circle East and West are installed within two years from the commencement of construction.

Approvals:

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

Guest(s) Invited / Presenting:

No

Hearing, Case 2024-26: Request to amend the planned unit development (PUD) at Harbour Towne to allow for the construction of 28 new condo units.

SUMMARY

1. The original PUD plans were approved on June 12, 1990. The approved plans included a maximum of 250 residential units. There appears to be 190 units developed as of today. However, the timeline to develop these units has expired and the proposed units are in slightly different areas than originally approved.
2. The PUD was amended in 2002 to add three additional duplexes along Fulton St. That amendment noted that the original agreement for sidewalks for the PUD is retained. During the July 11, 2002 Planning Commission meeting it was noted: “In previous amendments the issue of pedestrian walkways has come up. The original PUD required that walkways (sidewalks) be provided when the PUD became more fully developed. This issue needs to be resolved. Cement sidewalks may not be practical in the development. A boardwalk may be cost prohibitive. An option may be that a pedestrian/bike lane be painted on the existing street demarking a pedestrian area that will prompt motorists to be mindful of pedestrians and cyclists. The existing swath of pavement is fairly wide and open, which can actually promote speeding in the development.”
3. This amendment proposes eight new structures (six fourplexes, two duplexes) for a total of 28 new units.
4. The fire department has noted that some sort of turnaround must be added at the end of Channel View Point. The current length exceeds the limit of 150 ft to a dead end without an approved turnaround. Additionally, another hydrant must be added along Channel View Point.
5. A stormwater permit from the Engineering Department will be required.
6. No landscaping plan has been provided.
7. Notice was sent to all parcels within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

Harbour Towne Circle looking south.



STAFF RECOMMENDATION

Staff recommends approval of the PUD amendment with the following conditions:

1. A turnaround must be incorporated at the end of Channel View Point.
2. An additional fire hydrant must be added along Channel View Point.
3. A stormwater permit must be obtained from the Engineering Department before construction commences.
4. A landscaping plan is provided.
5. A decision is made regarding the installation of sidewalks.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the final planned unit development at Harbour Towne.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The planned unit development is hereby amended to allow the addition of 28 new housing units with the following conditions:

1. A turnaround must be incorporated at the end of Channel View Point.
2. An additional fire hydrant must be added along Channel View Point.
3. A stormwater permit must be obtained from the Engineering Department before construction commences.
4. A landscaping plan is provided.
5. Sidewalks through Harbour Towne Circle East and West are installed within 2 years from the commencement of construction.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE
(Amendment to the Planned Unit Development at Harbour Towne)

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 22nd day of October, 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: _____, 2024 _____

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 October 22, 2024, the City Commission of the City of Muskegon adopted an ordinance amending the planned unit development at Harbour Towne.

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 _____, 2024

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Amendment to the Real Estate Purchase and Sale Agreement for 2675 Olthoff Drive									
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development									
Brief Summary: 2675 Olthoff, LLC (formerly Bluewater Industrial Development, LLC) is requesting an amendment to the first real estate purchase and sale agreement approved on May 14, 2024.										
Detailed Summary & Background: On May 14, 2024, the City Commission approved a sale of 12.87 acres at 2675 Olthoff Drive to Bluewater Industrial Development, LLC. This space will be used to construct a 215,000 square foot facility for Forming Technologies. The amendments to the original agreement include an extension of the due diligence period as well removal of language pertaining to the construction of a retention pond.										
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business										
Amount Requested:	Budgeted Item: <table border="1" data-bbox="846 1312 1544 1371"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	X	N/A				
Yes		No	X	N/A						
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" data-bbox="846 1442 1544 1501"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	X	N/A				
Yes		No	X	N/A						
Recommended Motion: Motion to approve the Real Estate Purchase and Sale Agreement amendment with 2675 Olthoff Dr., LLC and to authorize the mayor and clerk to sign.										
Approvals: <table border="1" data-bbox="115 1711 812 1955"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head										
Information Technology										
Other Division Heads										

Communication			
Legal Review			

REAL ESTATE PURCHASE AND SALE AGREEMENT

**Property located at 2675 Olthoff Drive
Muskegon, MI being Parcel #61-24-696-000-0069-00**

by and between

BLUEWATER INDUSTRIAL DEVELOPMENT, LLC,

as Buyer

and

the CITY OF MUSKEGON

as Seller

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “**Agreement**”) is made this 14 day of May, 2024, (the last date of execution of this Agreement by Buyer and Seller being the (“**Effective Date**”) by and between **BLUEWATER INDUSTRIAL DEVELOPMENT, LLC**, a Michigan limited liability company (“**Buyer**”), whose address is the 16920 Ferris Street, Grand Haven, Michigan 49417, and the **CITY OF MUSKEGON** (“**Seller**”), whose address is 933 Terrace Street, Muskegon, MI 49440.

RECITALS

A. Seller is the fee simple owner of approximately 12.87 acres of unimproved land located at 2675 Olthoff Drive, Muskegon, MI being parcel #61-24-696-000-0069-00 and depicted on **Exhibit A** (the “**Property**”).

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

AGREEMENT

1. Purchase and Sale. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The sale of the Property is subject to taxes for the year of Closing (as defined in **Paragraph 14** (Taxes and Assessments)) and all subsequent years and Permitted Exceptions (as defined in **Paragraph 6** (Title Insurance)).

2. Purchase Price. The purchase price for the Property shall be One Hundred Thirty Thousand Dollars (\$130,000) (the “**Purchase Price**”).

3. Earnest Money Deposit. Within five (5) business days after execution and delivery of this Agreement by the parties, Buyer shall deliver to the Title Company (as defined herein) an earnest money deposit in the amount of One Thousand Dollars (\$1,000) (the “**Deposit**”). The Title Company shall hold the Deposit in escrow in accordance with this Agreement. If the title is not marketable, if any contingencies cannot be met, or if Buyer is otherwise entitled to a refund of the Deposit, then the Deposit shall be promptly refunded to Buyer.

4. Property Information. Within five (5) business days following the Effective Date, Seller shall deliver, without warranty, to Buyer copies of the items listed below to the extent they exist and are in Seller’s possession (collectively, the “**Property Information**”):

- (i) Any prior title evidence, such as a title commitment or policy together with copies of all easements and restrictions affecting the Property;
- (ii) The most recent survey of the Property in hard copy and CAD form, if possible;

- (iii) The written results, if any, of any environmental site assessments, engineering reports, geotechnical reports, wetland studies or remediation plans, or other inspections done at or on the Property, including testing and certification results from any on-site grading activities completed to date;
- (iv) All documentation, if any, relating to traffic mitigation and/or impact fees, mobilization fees, concurrency fees, or other similar fees;
- (v) All permits, if any, issued by governmental authorities for the Property; and
- (vi) All documentation, if any, relating to site plans or utility plans.

All information obtained by Buyer or Buyer's agents from Seller or Seller's agents, employees, or contractors, or by reason of any study, inspection, test, examination, assessment of the Property, or other due diligence by Buyer or Buyer's agents, including, but not limited to, the Property Information (collectively, "**Confidential Information**"), shall be held strictly confidential by Buyer and Buyer's agents, subject only to mandatory disclosure pursuant to legal process, and provided, however, that Buyer shall have the right to share such Confidential Information with Buyer's members, managers, investors, partners, employees, agents, contractors, advisors, attorneys, accountants, consultants, bankers, and financial advisors who agree to respect the confidentiality of this information. Seller makes no representation or warranty as to the accurateness or completeness of the Property Information.

5. Survey. Within five (5) business days after the Effective Date, Buyer shall order an ALTA survey of the Property (the "**Survey**"). The Survey shall be prepared in accordance with Buyer's requirements. The cost of the Survey shall be paid by Buyer.

6. Title Insurance. Within five (5) business days after the Effective Date, Buyer shall order a commitment for an ALTA owner's policy of title insurance (the "**Commitment**") in the amount of the Purchase Price and insuring marketable title vested in Buyer, issued by the following title insurance company (the "**Title Company**"):

Sun Title Agency
16916 Robbins Road
Grand Haven, MI 49417
Attn: TJ Pontarelli
Email: tjpontarelli@suntitleagency.com
Phone: 616-402-1700

The policy to be issued pursuant to the Commitment shall guarantee Buyer's title to be in the condition called for by this Agreement. If either the Survey or the Commitment reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, or other title matters that are not objected to in writing or waived in accordance with the provisions herein, then such matters shall be deemed "**Permitted Exceptions**." If either the Survey or the Commitment reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, or other title matters that are objectionable to Buyer, then Buyer, within thirty (30) days after receipt of the Survey and

Commitment (whichever is received last), may notify Seller in writing of such objections (hereinafter “**Title Objections**”). Seller shall have a period of thirty (30) days after receipt of Buyer’s written notice of Title Objections (the “**Seller’s Cure Period**”) to, at its option, cure any such Title Objections it intends to cure at or before Closing (the “**Seller’s Cure Notice**”). Seller shall use commercially reasonable efforts to cure any Title Objections and Seller must cure those liens or encumbrances securing monetary obligations of Seller which can be discharged upon payment of an ascertainable amount (the “**Monetary Obligations**”). If Seller elects not to cure or fails to cure one or more Title Objections within the Seller’s Cure Period, Buyer may in addition to any other remedy hereunder:

- (i) Accept the uncured Title Objections, which shall then be deemed Permitted Exceptions, and require Seller to deliver title to the Property at Closing in its existing condition subject only to the Permitted Exceptions with no reduction in the Purchase Price; or
- (ii) Terminate this Agreement and require the Title Company to return to Buyer the Deposit paid to date, whereupon this Agreement shall be automatically terminated and all parties released from further obligation hereunder, except for those matters that expressly survive such termination.

Buyer shall have the right to update the Commitment from time to time prior to Closing. If any updated Commitment discloses new exceptions affecting title since the effective date of the previous Commitment, Buyer shall have the right to have said exceptions depicted on the Survey and to object to them in accordance with the timeframes and process provided for above, except that (a) any new Title Objection must be given not later than five (5) business days after the date of Buyer’s receipt of the updated commitment, (b) Seller’s Cure Period shall be thirty (30) days, and (c) if any new Title Objection is not cured during the Seller’s Cure Period, then Buyer shall have three (3) business days from the expiration of the Seller’s Cure Period cure period to terminate this Agreement by written notice to Seller in accordance with clause (ii) in the preceding paragraph.

At Closing, the Title Company shall issue to Buyer a “marked” commitment or an owner’s policy issued pursuant to the Commitment without standard exceptions and, as available and as requested by Buyer, with extended coverage containing a “Gap” endorsement (if such endorsement is required to insure the “Gap”), insuring the Buyer’s title in the condition as approved by Buyer pursuant to this **Paragraph 6**, a “Same Land” endorsement, an “Access” endorsement, a “Contiguity to Street” endorsement, a “Survey” endorsement, and a “P.I.N.” endorsement. Buyer, at its expense, shall be responsible for obtaining any survey sufficient to delete the standard survey exception and for the cost of any search required to delete the standard exception for oil, gas, and mineral rights.

If any cure period provided to Seller under this **Paragraph 6** extends beyond the expiration of the Due Diligence Period, as defined in Paragraph 7, then the Due Diligence Period shall be extended to the fifth (5th) business day following the expiration of such cure period.

7. Lease Up and Due Diligence. Commencing on the Effective Date and continuing until the sooner of (a) sixty (60) days thereafter, or (b) the date Buyer and its tenant enter into a written lease for the Property, Buyer shall use its best efforts to enter into a definitive lease agreement with its intended tenant for the building and other improvements Buyer intends to construct on the Property (the “**Lease Up Period**”). The “**Due Diligence Period**” shall commence upon the expiration of the Lease Up Period and shall expire at 11:59 p.m. on the date that is 90 days following the expiration of the Lease Up Period. Buyer shall use the Due Diligence Period to satisfy Buyer’s standard conditions for title, survey, environmental, physical inspection, zoning, utilities, final project costs, business feasibility, and all governmental approvals. Buyer may extend the Due Diligence Period by two (2) additional 30 day extension periods by written notice to Seller on or before the last day of the then current Due Diligence Period together with an additional earnest money deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000) to be held by the Title Company which shall be non-refundable to Buyer but applicable to the Purchase Price at Closing.

Seller agrees to cooperate with Buyer in the pursuit of development and other incentives for Buyer’s intended development project on the Property as well as Buyer’s intended tenant for the project to the extent reasonably possible.

Buyer and its representatives and consultants shall have the right to enter the Property to perform such tests as Buyer deems reasonably necessary, including, without limitation, soils and engineering tests, demolition and asbestos surveys and environmental tests. Buyer shall INDEMNIFY AND HOLD HARMLESS Seller, its partners, and its officers, directors, employees and agents from all claims, liability, and expense arising as a result of any activities of Buyer or its employees, agents, contractors, or representatives on the Property in connection with such inspections, studies and tests, and Buyer shall restore any portion of the Property or improvements disturbed by any such inspections, studies, and tests to the condition existing immediately prior to such operation.

8. Failure of Due Diligence Contingencies. If any of the contingencies and conditions in **Paragraph 7** (Due Diligence) have not been met, or, in Buyer’s sole discretion, will not be met during the Due Diligence Period Buyer shall have the right and option, upon written notice to Seller prior to the end of the Due Diligence Period, to (1) waive any contingency or condition and proceed to Closing and the Deposit shall be nonrefundable except in the event of Seller’s default or (2) declare this Agreement terminated and have the Deposit, along with accrued interest, if any, returned to Buyer immediately. If Buyer timely exercises its right to declare this Agreement terminated and to receive a return of the Deposit, or if this Agreement otherwise becomes terminated, Buyer and Seller shall have no further obligation or liability to each other under this Agreement, except as expressly provided in this Agreement.

9. Conditions Precedent to Closing. Notwithstanding anything to the contrary contained in this Agreement, in addition to the other conditions set forth in this Agreement, Buyer will have no obligation to proceed with Closing unless all of the following conditions are satisfied or waived in writing as of the Closing Date:

- (i) Performance by Seller of its covenants and obligations under this Agreement;

- (ii) No action, suit, or proceeding before any court or governmental authority is pending or threatened against Seller or the Property wherein an unfavorable judgment or outcome would materially prevent the carrying out of this Agreement or any of the transactions described herein;
- (iii) Seller's representations and warranties set forth in **Paragraph 10** (Seller's Warranties) of this Agreement are true and accurate in all material respects as of the Closing Date;
- (iv) Site Delivery: Seller shall deliver exclusive possession of the Property at Closing free and clear of all tenancies and other rights of possession.
- (v) Satisfaction of Buyer's standard conditions for title and survey, business feasibility, concurrency, physical inspection, zoning, utilities, and all governmental approvals.

10. Seller's Warranties. Seller represents and warrants as follows:

- (i) Seller is the owner of the Property and has the full right, title, power, and authority to enter into this Agreement and convey title to the Property free and clear of all liens and encumbrances other than the Permitted Exceptions at Closing;
- (ii) Seller's title to the Property is a good, marketable and recordable title in fee simple, free and clear of all liens, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except:
 - a. The lien of real property taxes that are not due or payable on or before Effective Date;
 - b. Permitted Exceptions;
 - c. The lien of Seller's primary lender (if applicable) which shall be discharged upon Closing;
 - d. The interest of the State of Michigan under Public Act 260 of 2003 and Public Act 261 of 2003 will expire by or before 12/31/24; and
 - e. Any restrictions provided in Public Act No. 578 of Public Acts of 2018.
- (iii) No litigation or other proceeding is pending or threatened with respect to the Property;
- (iv) The person executing this Agreement has been fully authorized and empowered to bind Seller;

- (v) Seller has received no notice of any violations of any federal, state, county or municipal laws, ordinances, orders, regulations, or requirements affecting the Property;
- (vi) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("**IRC**"), i.e., the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations);
- (vii) During the term of this Agreement, Seller shall not sell, convey, lease, mortgage, encumber, assign, or otherwise dispose of or market the Property or any parts thereof, nor shall Seller cause title to the Property to be adversely affected;
- (viii) To the best of Seller's knowledge, which is expressly limited to that of the City Manager without further investigation, the Property is not subject to any unrecorded restrictions or requirements with which Buyer must comply other than the State of Michigan's pursuant to Michigan Public Act 578 of 2018; and
- (ix) No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to any portion of the Property and Seller has not entered into any other contracts for the sale or lease of any portion of the Property with any third party and, during the term of this Agreement, Seller shall not enter into any lease, right of first refusal, option or other contract affecting the Property without Buyer's prior written consent except for the State of Michigan's pursuant to Michigan Public Act 578 of 2018.
- (x) To the best of Seller's knowledge, which is expressly limited to that of the City Manager without further investigation, during the time Seller has owned or operated the Property, no toxic or hazardous substances or wastes, including without limitation any substance defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq*, as amended), or any federal, state or local environmental law, ordinance, rule or regulation (collectively, "**Hazardous Materials**") have been used, stored, released, spilled, discharged, or otherwise disposed of on, in under, or otherwise affecting the Property. Seller has not received and has no knowledge of the receipt by any other party of any notice from any applicable governmental entity of the potential or actual existence of any Hazardous Materials on, in, or under or otherwise affecting the Property. For purposes of this **subparagraph (x) "Seller's knowledge"** shall mean the actual knowledge of the then current City Manager without a duty to investigate.

The representations and warranties contained in this paragraph shall be true and correct on the Closing Date and shall survive one (1) year from the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and

the obligation of the Buyer to close this transaction is expressly conditioned upon said representations and warranties.

11. Buyer's Warranties. Buyer represents and warrants to Seller the truth and accuracy of each of the following:

- (i) Buyer is validly existing and in good standing under the laws of the State of Michigan, and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder;
- (ii) Buyer shall make a good faith effort to satisfy all conditions to Closing; and
- (iii) The person executing this Agreement has been fully authorized and empowered to bind Buyer.

The representations and warranties contained in this paragraph shall be true and correct on the Closing Date and shall survive one (1) year from the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Seller to close this transaction is expressly conditioned upon said representations and warranties.

12. Compliance with Municipal and State Regulations. All violations of law, ordinances or orders of state, county, and municipal agencies affecting the Property at the date hereof shall be cured by Seller before the date of closing, and all notices and warnings of such violation shall be complied with by Seller before that time, and the Property shall be conveyed free of all such notices and warnings. Seller shall furnish Buyer with authorization to make and/or have made searches for such violations.

13. Environmental Investigations. Within the Due Diligence Period, Buyer shall order a Phase I Environmental Site Assessment for the Property (the "**Phase I ESA**") by an environmental consultant selected by Buyer, along with such other additional environmental reports required to confirm that the Property is environmentally suitable for the Proposed Development, in Buyer's sole but reasonable discretion. The cost of the Phase I ESA shall be paid by Buyer. In the event that the Phase I discloses any evidence of any recognized environmental condition, Buyer shall have the right to conduct such additional testing and investigation as buyer may desire in Buyer's sole discretion.

14. Taxes and Assessments. On or before the Closing, Seller shall pay all real estate taxes and all general and special assessments that are then a lien upon and due and payable with respect to the Property whether or not such assessments are payable in installments. Real Estate taxes for the calendar year in which the Closing occurs shall be prorated with Seller being responsible for such taxes from January 1 of such calendar year to and including the date of Closing and Buyer being responsible for the remainder of such taxes for the calendar year. The foregoing proration of taxes shall be based upon the most recent available tax bill for the Property.

15. Closing and Closing Costs. Unless otherwise agreed to by the parties, this transaction shall be closed in escrow through the offices of the Title Company. Closing of the transaction contemplated hereby shall be held on a date mutually agreed upon by Buyer and Seller, but no later than thirty (30) days after the expiration or earlier waiver of Due Diligence by Buyer (“**Closing**”). Seller shall pay its own attorney fees, all applicable transfer taxes, deed stamps, revenue stamps, real estate brokerage commissions, the premium for an owner’s title insurance policy in Buyer’s name insuring fee title subject only to Permitted Exceptions, title search fees, and one-half of the Title Company’s Closing fee. Buyer shall pay its Due Diligence costs, attorney fees, recording fees, Survey fees, the cost of any title endorsements, and one-half of the Title Company’s Closing fee. Buyer agrees to reimburse Seller for any survey fees paid by Seller related to the Property in furtherance of this transaction. Exclusive possession of the Property shall be given to Buyer at the Closing as set forth in further detail in **Paragraph 17** (Possession) of this Agreement.

16. Conveyance. At Closing, Seller shall deliver or cause the Title Company to deliver to Buyer or the Title Company, as applicable, at Seller’s sole cost and expense, each of the following items:

- (i) Executed Quit Claim Deed (in recordable form) subject only to the Permitted Exceptions, along with such other documents, instruments, certifications, and confirmations as may be reasonably required to fully effect and consummate the conveyance transaction contemplated by this Agreement;
- (ii) The “marked” title commitment or Pro Forma in the form specified in **Paragraph 6** (Title Insurance) of this Agreement;
- (iii) Closing Statement;
- (iv) Real Estate Transfer Valuation Affidavit;
- (v) The Stormwater Easement;
- (vi) The Reimbursement Agreement;
- (vii) The Stormwater Basin Maintenance Agreement;
- (viii) Such evidence or documents as may be reasonably required by the Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property;
- (ix) A certification (“**Certification**”) in a form to be provided or approved by Buyer, signed by Seller under penalties of perjury, containing the following:
 - a. Seller’s U.S. Taxpayer Identification Number;

- b. The home address of Seller (or the business address of Seller if seller is not an individual);
- c. A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC, i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the IRC and Income Tax Regulations);
- d. A statement that Seller is not (1) a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; (2) listed in annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the “Executive Order”); and (3) acting on behalf of any person listed in the annex to, or is otherwise subject to the provisions of the Executive Order.

In the event that Seller fails to deliver such Certification at Closing or Seller delivers such Certification, but Buyer has actual knowledge that such Certification is false or Buyer receives notice that the Certification is false from any agent of the Buyer or the Seller, Buyer shall be entitled to withhold from the Purchase Price a sum equal to fifteen percent (15%) of the total amount which otherwise would have been realized by Seller from such sale, which sum will be paid by the Buyer to the United States treasury pursuant to the requirements of Section 1445 of the IRC and the regulations promulgated thereunder;

- e. An affidavit of title warranting that (1) no outstanding mechanic’s lien rights exist, (2) the Property is not subject to any unrecorded interests or encumbrances, adverse claims, possession, or occupancies excluding any Aboriginal Antiquities Rights reserved to the State of Michigan pursuant to Michigan Public Act 578 of 2018, (3) the Property is not subject to any leases oral or written, and (4) all assessments, utility charges, and taxes have been paid to the date of Closing;
- f. Closing Prorations: All adjustments shall be made based upon Seller being responsible for the Closing Date and shall be in accordance with the customs in respect to title closing recommended by Title Company; and
- g. All applicable city, county, and state transfer declarations executed by Seller;
- (x) All additional documents and instruments deemed necessary, in the reasonable opinion of Buyer’s counsel for the proper consummation of this transaction; and
- (xi) The Property free and clear of all liens, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except the Permitted Exceptions.

At Closing, Buyer shall deliver or cause to be delivered to Seller or the Title Company, as applicable, at Buyer's sole cost and expense, each of the following items:

- (i) Closing Statement;
- (ii) The Stormwater Easement;
- (iii) The Reimbursement Agreement;
- (iv) The Stormwater Basin Maintenance Agreement;
- (v) The Purchase Price, as adjusted by prorations and credits, in immediately available funds transferred to Title Company's account with instructions to immediately release the full amount to Seller upon Closing;
- (vi) Property Transfer Affidavit; and
- (vii) All additional documents and instruments deemed necessary, in the reasonable opinion of Seller's counsel for the proper consummation of this transaction.

17. Possession. Exclusive legal possession of the Property shall be delivered to Buyer on the date of Closing. Except as otherwise expressly provided herein, Buyer agrees to accept the Property in its "as is" condition.

- (i) Seller to provide the following:
 - a. All Surveys, Legal Descriptions, Designs, Engineering, testing and studies (collectively "**Stormwater Design Documents**") necessary or appropriate for the shared stormwater detention/retention basin necessary to provide for the detention/retention of all stormwater from the Property and any other properties identified and owned by Seller (the "**Stormwater Basin**"). The Stormwater Design Documents shall be completed during the first 90 days of the Due Diligence Period.
 - b. All materials, catch basins, risers, orifices, plantings, storm lines and other improvements necessary or appropriate for the construction of the Stormwater Basin and a properly sized stormwater line connecting the Stormwater Basin and the Property at points to be agreed upon between Buyer and Seller with one point being not less than 5 feet inside the Property (collectively, the "**Stormwater Improvements**").
 - c. A fully executed and recorded Stormwater easement agreement in a commercially reasonable form acceptable to both Buyer and Seller for the benefit of the Property and any other properties identified and owned by Seller (the "**Stormwater Easement**"). The Stormwater Easement shall:

- i. provide that the basin shall be owned and maintained by Seller; and
- ii. require all properties described therein to connect to the Stormwater Improvements at such time as construction is commenced upon such properties.

The form of the Stormwater Easement agreement shall be initially drafted by Buyer and agreed to by Seller and Buyer during the Due Diligence Period.

- (ii) Buyer will excavate and construct the Stormwater Basin in accordance with the Stormwater Design Documents (the “**Stormwater Basin Work**”). All excavated material will be placed, spread and graded upon Seller’s remaining property adjacent to the Stormwater Basin provided, however, that Buyer shall be entitled to keep and use any suitable fill materials excavated from the Stormwater Basin to raise the level of the Property pursuant to Buyer’s intended development plans for the Property.

Prior to Closing, Buyer and Seller shall agree upon the budget for the Stormwater Basin Work to be completed by Buyer’s contractor. The budget shall be incorporated into a recordable Reimbursement Agreement (the “**Reimbursement Agreement**”) which shall be entered between Buyer and Seller and recorded with the Muskegon County Register of Deeds at Closing. The Reimbursement Agreement shall provide for the prorata reimbursement of Buyer for the actual cost of the Stormwater Improvements based upon the total acreage of all properties benefitted by the Stormwater Improvements by the owners or future owners of the other properties to be benefitted by the Stormwater Improvements prior to and as a condition of (a) the sale of any other property benefitted by the Stormwater Easement or (b) the earlier commencement of any construction on such properties. The Reimbursement Agreement shall require Seller to require the future buyers for any benefitted property to reimburse Buyer for its actual costs on a prorata basis upon closing of the sale(s) by Seller to such future buyer(s). If any such future buyer does not make such reimbursements upon such sale, then Buyer shall have a lien on the property sold as security for the collection of such obligation. The form of the Reimbursement Agreement shall be initially drafted by Buyer and agreed to by Seller and Buyer during the Due Diligence Period.

Buyer and Seller shall enter into a commercially reasonable Stormwater Basin Maintenance Agreement (the “**Stormwater Basin Maintenance Agreement**”) that will provide that Buyer shall maintain the Stormwater Basin until the earlier of (a) the sale by Seller of any other property benefitted by the Stormwater Easement or (b) the earlier termination of the Stormwater Basin Maintenance Agreement by Seller for purposes of retaining another party to assume such maintenance obligations.

18. Brokers. Seller represents that it has not dealt with any broker, realtor, or agent in connection with this transaction except Brian Bench of Core Realty Partners (“**Seller’s Broker**”), and Buyer represents that it has not dealt with any broker, realtor, or agent in connection with this

transaction except Steve Wilson of Northstar Commercial (“**Buyer’s Broker**”). At Closing, Seller shall pay a commission of six percent (6%) of the Purchase Price to be split equally between Seller’s Broker and Buyer’s Broker.

19. Entire Agreement, Amendments, and Waivers. This Agreement and all exhibits thereto contain the entire agreement and understanding of the parties, supersedes all prior oral or written agreements between the parties, and may not be amended or modified except by written consent of both parties.

20. Further Assurances. The parties each agree to execute, acknowledge, deliver, and do all such further acts, instruments, and assurances, and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

21. Interpretation and Choice of Law.

- (i) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.
- (ii) Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.
- (iii) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

22. Notices. Any notice, demand, request, or other communication which may or shall be given or served by the Seller to or on the Buyer, or by the Buyer to or on the Seller, shall be deemed to have been given or served on the date the same is sent by email or deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

If to the Seller: City of Muskegon
Attn: Jake Eckholm
933 Terrace Street
Muskegon, MI 49440
Phone: (231) _____ - _____
Email: jake.eckholm@shorelinecity.com

With a Copy to: Parmenter Law
Attn: City of Muskegon City Attorney
601 Terrace Street
Muskegon, MI 49440
Phone: (231) 722-1621
Email: john@parmenterlaw.com

If to the Buyer: Bluewater Industrial Development, LLC
c/o NorthStar Commercial
16920 Ferris Street
Grand Haven, MI 49417
Attn: Steve Wilson
Phone Number: (616) 638-8844
Email Address: swilson@northstarcommercial.com

With a Copy to: Doug Poland
3770 Sundance Lane NE
Grand Rapids, MI 49525
Phone Number: (616) 560-3169
Email Address: dpoland@retaildevelopmentspecialists.com

The above addresses may be changed at any time by the parties by notice given in the manner provided above.

Seller and Buyer agree that electronically reproduced signatures such as by email transmission are valid for execution or amendment of this Agreement and that email is an authorized form of notice as that term is used in this Purchase Agreement.

23. Condemnation. In the event that any portion of the Property shall be threatened by or taken in condemnation or under the right of eminent domain after the Effective Date hereof and prior to the Closing Date, this Agreement, at the option of Buyer, may either: (a) be declared null and void with respect to the Property; (b) continued in effect and the proceeds received from such condemnation or eminent domain proceeding shall be retained by Seller and applied to reduce the Purchase Price, or (c) if condemnation or eminent domain proceedings are not completed, assigned at Closing to Buyer. If Buyer elects to complete the sale of the Property pursuant hereto, Seller shall not negotiate a settlement of any pending condemnation or eminent domain proceedings without the prior written consent of Buyer.

24. Assignment & 1031 Exchange. Buyer shall have the right to assign its right to purchase the Property, or any part thereof, without obtaining the Seller's consent provided that no such assignment shall relieve Buyer of its obligations under this Agreement. Either party may also elect to exchange fee title in the Property for other Property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. In order to facilitate the transaction, the electing party may retain the services of a Qualified Intermediary within the meaning of Treas. Reg. 1.1031(k)-1(g)(4). The Qualified Intermediary will provide services to the electing party in connection with the Section 1031 transaction. The parties expressly reserve the right to assign their rights under this Agreement to a Qualified Intermediary on or before the date of Closing. However, this assignment in no way relieves either party of any obligation or duty under the Agreement. The assigning or electing party shall bear any and all additional cost or expense as a result of its 1031 exchange.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

26. Severability. If any provision or portion of this Agreement is determined invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

27. Confidentiality. Neither party shall disclose the terms of this Agreement to any third party except (i) legal counsel or other professional advisor(s) (provided that the disclosing party causes such advisors to keep the terms of this Agreement strictly confidential), (ii) prospective mortgagees, partners and investors and their counsel and other professionals (provided that the disclosing party causes such recipients to keep the terms of this Agreement strictly confidential) and (iii) as required by applicable law or by subpoena or other similar legal process.

28. Calculation of Time Periods. Unless otherwise specified herein, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

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

30. Force Majeure. Any delay on the part of either party to perform its obligations will be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, but not limited to: acts of God; restrictions or prohibitions imposed or actions taken by a governmental authority (including, but not limited to government shutdown orders as a result of pandemics); embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or court injunction or order, or by other causes which the party determines justify delay; however, as soon as possible after the occurrence, the party shall provide written notice to the other party describing such delay and communicating to the other

party the anticipated duration of the delay and the time needed to cure to the extent, in the sole discretion of the nonperforming party, the delay can be cured.

31. Disclosure. Steve Wilson, a member of Buyer, is a licensed real estate broker in the State of Michigan.

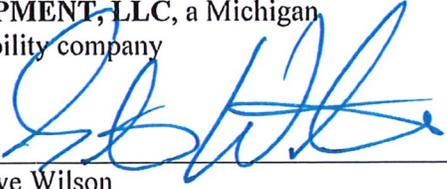
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller cause this Agreement to be executed, effective as of the Execution Date.

BUYER:

Date: May 3, 2024

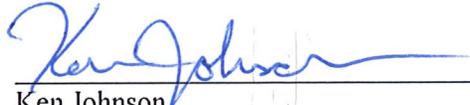
BLUEWATER INDUSTRIAL DEVELOPMENT, LLC, a Michigan limited liability company

By: 
Steve Wilson
Its: Manager

SELLER:

CITY OF MUSKEGON

Date: May 14, 2024

By: 
Ken Johnson
Its: Mayor

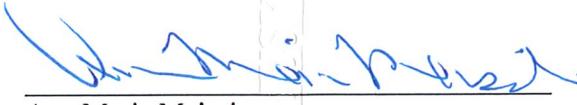
And
By: 
Ann Marie Meisch
Its: City Clerk

EXHIBIT A

Property – Legal Description

LOT 69 AND PART OF LOT 68 OF THE PLAT OF PORT CITY INDUSTRIAL PARK NO. 6 AS RECORDED IN UBER 22 OF PLATS PAGES 5-8, MUSKEGON COUNTY RECORDS, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AND MORE ALSO DESCRIBED AS;

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 35 ALSO BEING THE SOUTHEAST CORNER OF LOT 69, PORT CITY INDUSTRIAL CENTER NO. 6 UBER 22, PAGES 5-8,

THENCE NORTH 89 DEGREES 14 MINUTES 02 SECONDS WEST, A DISTANCE OF 633.62 FEET;

THENCE NORTH 01 DEGREE 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 889.87 FEET;

THENCE SOUTH 89 DEGREES 7 MINUTES 7 SECONDS EAST, A DISTANCE OF 10.78 FEET;

THENCE EASTERLY, ALONG A CURVE TO THE RIGHT CURVE DATA BEING RADIUS = 167.00 FEET, DELTA = 18 DEGREES 15 MINUTES 4 SECONDS, LONG CHORD = 52.97 FEET, LONG CHORD BEARING = SOUTH 79 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 53.20 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 70 DEGREES 52 MINUTES 3 SECONDS EAST, A DISTANCE OF 564.06 FEET TO A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT CURVE DATA BEING RADIUS = 167.00 FEET, DELTA = 72 DEGREES 20 MINUTES 38 SECONDS, LONG CHORD = 197.13 FEET, LONG CHORD BEARING = SOUTH 34 DEGREES 41 MINUTES 44 SECONDS EAST, A DISTANCE OF 210.86 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 01 DEGREES 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 543.33 FEET TO THE SOUTH LINE OF THE PORT CITY INDUSTRIAL CENTER NO. 6;

THENCE NORTH 89 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG SAID SOUTH LINE OF THE PORT CITY INDUSTRIAL CENTER NO. 6, A DISTANCE OF 75.52 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 02 SECONDS WEST, A DISTANCE OF 7.91 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 10' PUBLIC UTILITY EASEMENT ALONG THE NORTH AND EAST 10'
OF THE PARCEL AND ANY AND ALL EASEMENTS, RESTRICTIONS, OR
RESERVATIONS OF RECORD OR APPARENT THEREOF.

SAID PARCEL CONTAINS 12.87 ACRES MORE OR LESS.

FIRST AMENDMENT
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

This First Amendment to Real Estate Purchase and Sale Agreement (the “**Amendment**”) is made this ____ day of October, 2024, (the last date of execution of this Agreement by Buyer and Seller being the (“**Effective Date**”) by and between **2675 OLTHOFF, LLC**, a Michigan limited liability company (“**Buyer**”), whose address is the 16920 Ferris Street, Grand Haven, Michigan 49417, and the **CITY OF MUSKEGON** (“**Seller**”), whose address is 933 Terrace Street, Muskegon, MI 49440.

RECITALS

A. Buyer and Seller are parties to that certain Real Estate Purchase and Sale Agreement dated My 14, 2024 assigned by Bluewater Industrial Development, LLC to Buyer on September 5, 2024 (as assigned, the “**Agreement**”).

B. The Agreement contemplates an offsite storm water detention area. Offsite stormwater detention is no longer required for Buyer’s development of the Property and Buyer and Seller desire to amend the Agreement to eliminate all provisions related thereto.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is amended as follows:

AGREEMENT

1. Paragraph 16 of the Agreement is hereby amended by (a) deleting Subparagraphs (v), (vi) and (vii) from the list of Seller’s deliveries at Closing and (b) deleting Subparagraphs (ii), (iii) and (iv) from the list of Buyer’s deliveries at Closing.

2. Paragraph 17 of the Agreement is hereby amended to read in its entirety as follows:

17. Possession. Exclusive legal possession of the Property shall be delivered to Buyer on the date of Closing. Except as otherwise expressly provided herein, Buyer agrees to accept the Property in its “as is” condition.

3. Due Diligence Extension. Buyer hereby exercises its first thirty (30) day extension of the Due Diligence Period and will make the required additional earnest money deposit of Five Thousand and 00/100 Dollars (\$5,000.00) on or before Monday, October 14, 2024.

4. Capitalized Terms. Capitalized terms appearing but not defined herein shall have the meanings assigned to them in the Agreement.

5. Effect. Except as modified herein, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Buyer and Seller cause this Agreement to be executed, effective as of the Execution Date.

BUYER:

Date: October 11, 2024

2675 OLTHOFF, LLC, a Michigan limited liability company

By: **BLUEWATER INDUSTRIAL DEVELOPMENT, LLC**, a Michigan limited liability company

Its: Manager

By: 

Douglas W. Poland

Its: Manager

SELLER:

CITY OF MUSKEGON

Date: October _____, 2024

By: _____
Ken Johnson

Its: Mayor

And

By: _____
Ann Marie Meisch

Its: City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Second Amendment to Employment Agreement							
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office							
Brief Summary: In the summer of 2024, the City Manager received a review from the City Commission. The Commission found that the manager exceeded expectations on average with an overall score of 1.4 (with 1 being the best). The city's commissioners, division, and department heads reviewed his performance. Based on this review, the City Manager is requesting an update to his contract regarding his base wage.								
Detailed Summary & Background: Earlier in 2024, the City Commission created a subcommittee to update the city manager's review process. The updated review included two components: a review completed by division and department heads whose results were provided to the City Commission and a review completed by the City Commission. The City Commission completed its annual review of the City Manager in a closed session on June 25, 2024. The review was completed on a three-point scale, with 1 exceeding expectations, 2 meeting expectations, and 3 below expectations. The manager's average score was 1.4. Given the favorable review and the competitive nature of the City Manager field, where average salaries for Michigan communities the size of Muskegon are about \$178,000 a year and where the average wage of Muskegon's peer communities in West Michigan is \$185,800, the city manager is requesting that his base salary be adjusted to \$185,000 effective July 1, 2024. The manager's current base salary is \$162,864.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item:								
Amount Requested: \$22,136	Budgeted Item: <table border="1" data-bbox="846 1707 1544 1766"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): 101-172-5100	Budget Amendment Needed: <table border="1" data-bbox="846 1835 1544 1894"> <tr> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion:								

I move to approve the Second Amendment to the City Manager's Employment Agreement effective July 1, 2024

Approvals:

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

Guest(s) Invited / Presenting:

No

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment between City of Muskegon ("City"), 933 Terrace St, Muskegon, Michigan 49440 and Jonathan Seyferth ("Seyferth"), 933 Terrace St, Muskegon, Michigan 49440 has been entered into pursuant to the following terms:

Recitals

A. City and Seyferth entered into an Employment Agreement effective November 28, 2022, and a First Amendment effective _____, _____, 202__.

B. City and Seyferth seek to make one (1) Amendment to that Employment Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Section 2 of the Employment Agreement shall be revised to provide an annual salary of One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) effective _____, _____, 202__.

As to all other respects, the Employment Agreement shall continue in force as if restated herein.

CITY OF MUSKEGON

Dated: _____, 202__

By: _____
Name: Ken Johnson, Its Mayor

Dated: _____, 202__

By: _____
Name: Ann Marie Meisch, Its Clerk

Dated: _____, 202__

By: _____
Name: Jonathan Seyferth, Its _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Expansion and Removal of Neighborhood Enterprise Zone Districts
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Staff is proposing the expansion of the Neighborhood Enterprise Zone Districts in core neighborhoods in the City. This expansion will allow developers and current property owners to take advantage of this incentive where there are several vacant properties. We are also proposing removal of sites where the zoning has changed, or other incentives will make NEZ ineffective.	
Detailed Summary & Background: Pursuant to Public Act 147 of the Michigan Public Acts of 1992, staff has requested the expansion and removal of certain Neighborhood Enterprise Zone (NEZ) Districts. The City of Muskegon has utilized NEZs as a tool to encourage the construction of new homes and the rehabilitation of existing ones. These zones have played a crucial role in stabilizing and revitalizing neighborhoods, creating more housing opportunities for moderate-income residents, and attracting private developer investment. The incentive is designed to increase the housing supply in core neighborhoods and stimulate additional investments by current homeowners. Prior to the proposed adjustments, some housing developments were unable to benefit from this initiative due to the location of existing NEZ boundaries. The removal of certain areas from the NEZ districts reflects changes in zoning, excluding areas no longer designated for residential use, such as creeks and schools, or areas benefiting from alternative incentives. This includes neighborhoods with few or no vacant lots, or where no active NEZ districts currently exist. Additionally, we plan to remove the NEZ designation in the Port City Industrial Park. Originally, this NEZ was intended to take advantage of the Michigan Economic Growth Authority (MEGA) program, which is no longer offered. Although no record of a resolution approving a district in the Port City Industrial Park can be found, we seek to comply with the Muskegon County Assessor's office. State law allows for up to 15% of the total acreage within the boundaries of a local government unit to be designated as NEZs. Properties within the updated NEZ districts will be eligible to apply for NEZ certificates, which reduce residential property taxes on newly constructed or rehabilitated homes. Notice letters were sent to the affected taxing jurisdictions on October 10, 2024, and a public hearing was held on October 22, 2024. In accordance with state law, the resolution must be adopted no sooner than 60 days after the notice letters were sent.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Progress toward completion of ongoing economic development projects	

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business - Improved community vibrancy through infill development

Amount Requested:

N/A

Budgeted Item:

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

Budget Amendment Needed:

Yes		No	X	N/A		
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Recommended Motion:

I move to approve the amendment to the Neighborhood Enterprise Zone (NEZ) Districts, as requested. This includes the expansion of Neighborhood Enterprise Zone Districts to encourage new and rehabilitated housing, while removing areas no longer zoned for residential use.

Approvals:

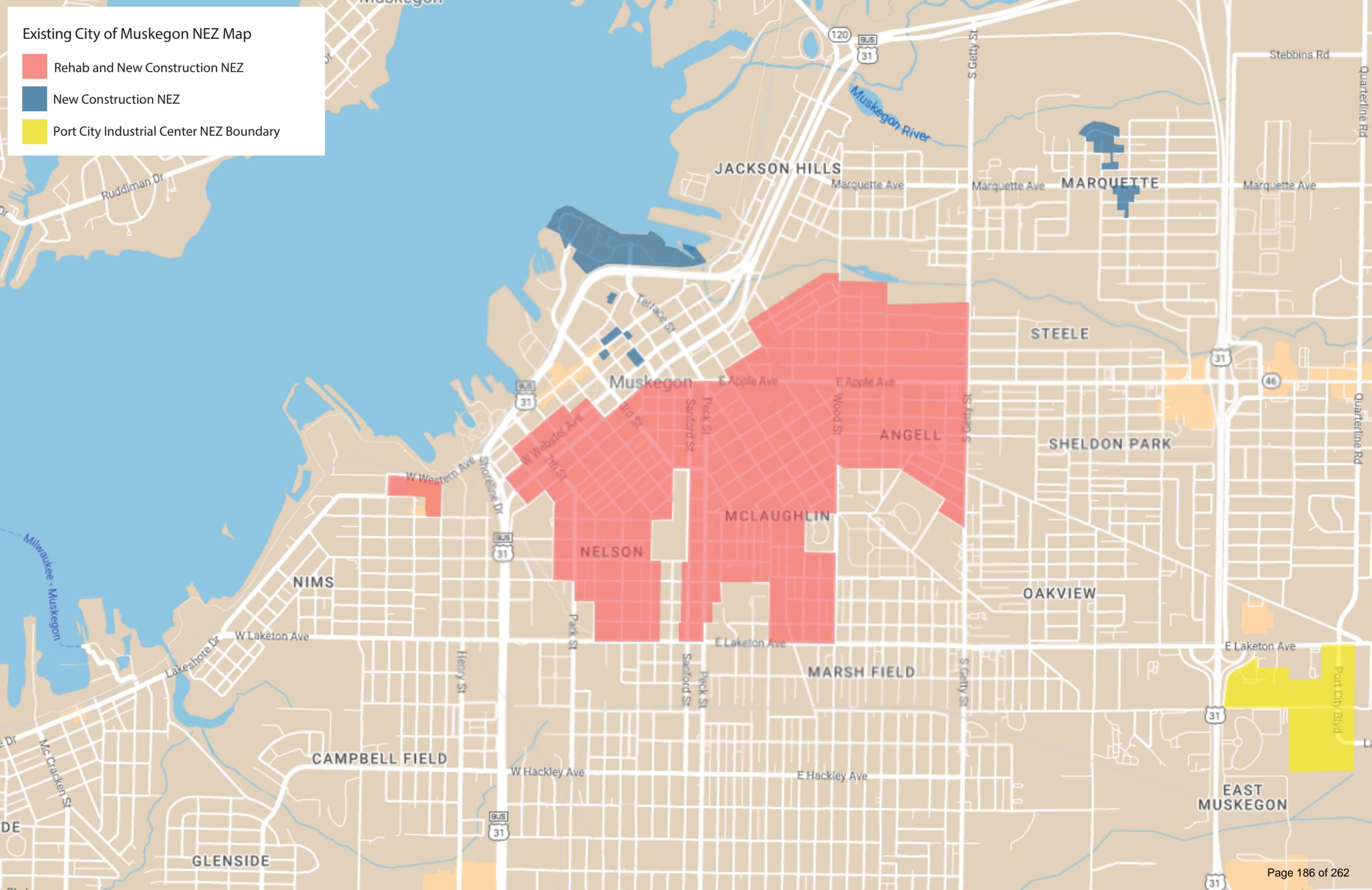
Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

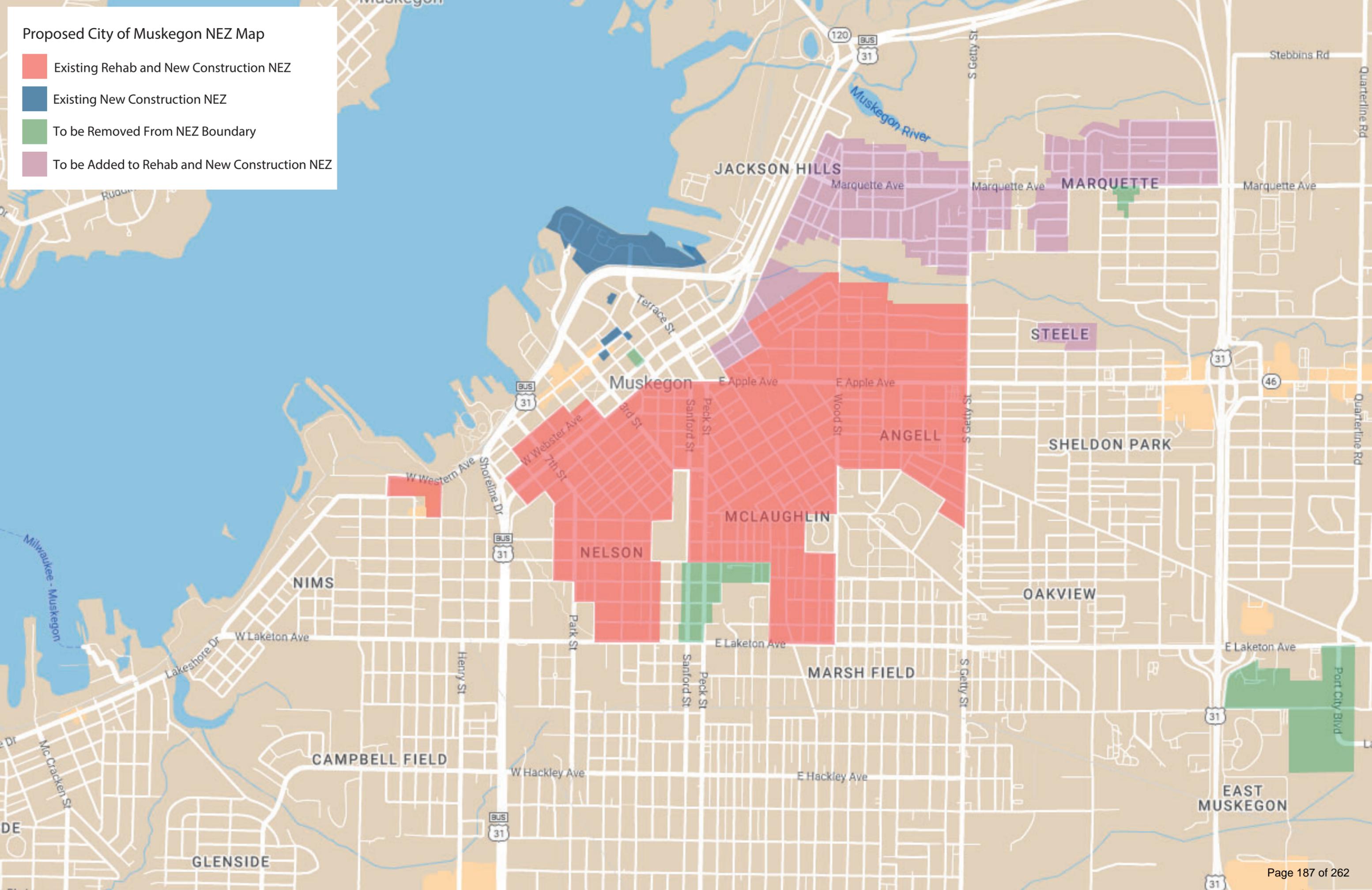
Existing City of Muskegon NEZ Map

- Rehab and New Construction NEZ
- New Construction NEZ
- Port City Industrial Center NEZ Boundary



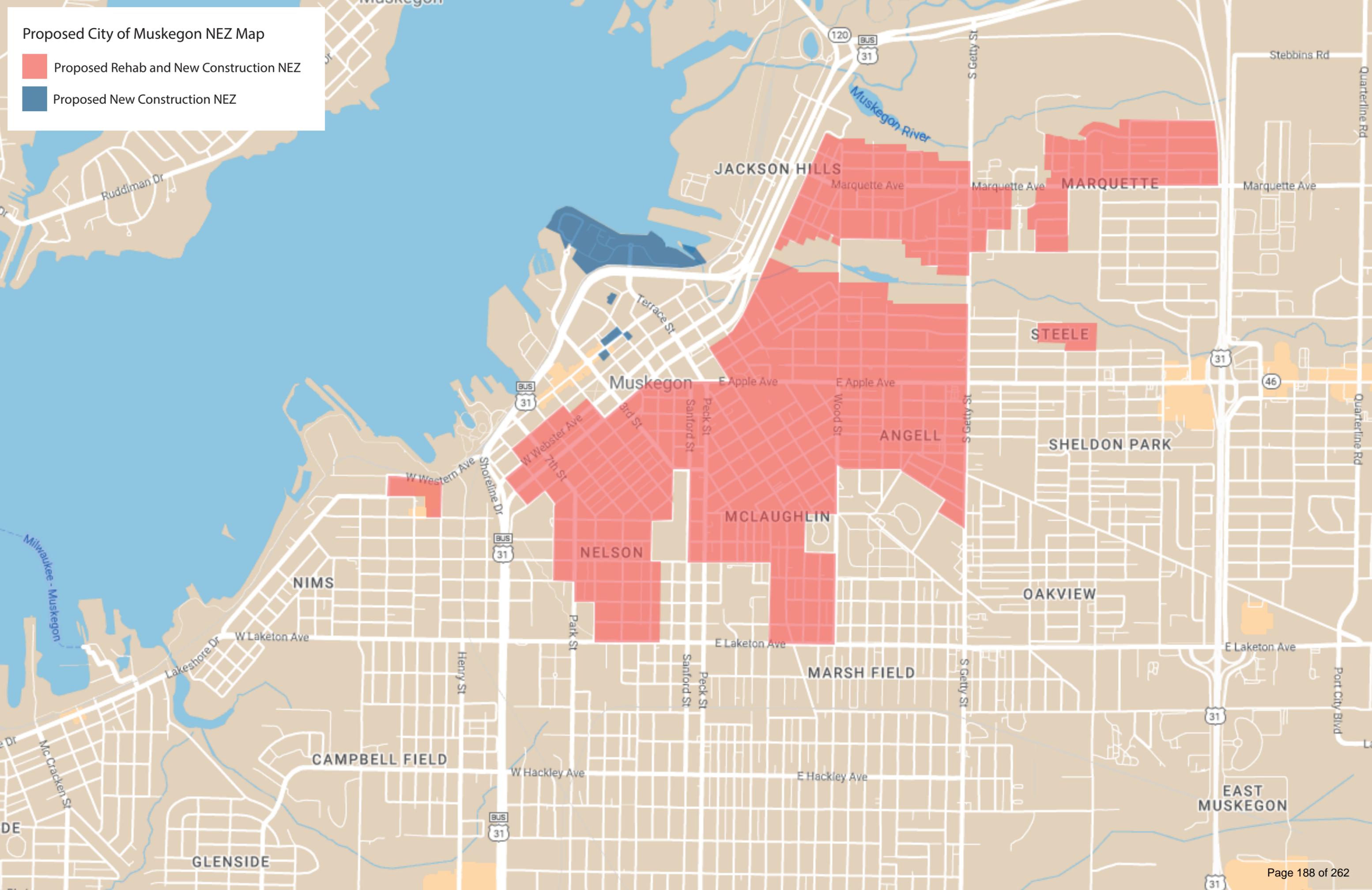
Proposed City of Muskegon NEZ Map

- Existing Rehab and New Construction NEZ
- Existing New Construction NEZ
- To be Removed From NEZ Boundary
- To be Added to Rehab and New Construction NEZ



Proposed City of Muskegon NEZ Map

- Proposed Rehab and New Construction NEZ
- Proposed New Construction NEZ





NEIGHBORHOOD ENTERPRISE ZONE (NEZ)

The Neighborhood Enterprise Zone (NEZ) program was established by Public Act 147 of 1992, as amended. The program provides a tax incentive for the development and rehabilitation of residential housing. A qualified local unit of government may designate one or more areas as a NEZ within that local unit of government. The program was established to spur the development and rehabilitation of residential housing in communities where it may not otherwise occur. The program also encourages owner-occupied housing and new investment in communities.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

A qualified local unit of government, as defined under Section 2 of the Obsolete Property Rehabilitation Act 2000 PA 146, or a county seat.

HOW DOES IT WORK?

A community will reduce the taxes on property for up to 15 years in designated areas to promote the revitalization of those neighborhoods. Developers and owners must first seek approval for the NEZ benefits before starting a project. There are two different types of projects that can be undertaken in an NEZ:

- A rehabilitated facility is defined as an existing structure or a portion of an existing structure with a current true cash value of \$80,000 or less per unit that has or will have as its primary purpose residential housing consisting of 1–8 units.
- A new facility is defined as a new structure or portion of a new structure that has as its primary purpose residential housing consisting of one or two units, one of which will be owner occupied as a principal residence. This definition includes a new individual condominium unit, in a structure with one or more condominium units, that has as its primary purpose residential housing which will be owner-occupied as a principal residence. Except when project meets all of the following items, a new facility does not include apartments:
 - Rented or leased or is available for rent or lease.
 - A mixed-use building or located in a mixed use building that contains retail business space on street level floor.
 - Located in a qualified downtown district (Downtown Development Authority, Principal Shopping District or boundaries identified by the local government in an area zoned and primarily used for business).

WHAT IS THE PROCESS?

Local government process to designate a NEZ

1. The governing body of a qualified local unit of government by resolution may designate one or more NEZs within that local governmental unit. The NEZ must contain, at a minimum, platted parcels of land and the land must be compact and

contiguous. Minimum number of parcels and maximum percent of acreage vary depending on type of designation.

2. Written notice is provided to the assessor and to the governing body of each taxing unit not less than 60 days before passing the resolution designating a NEZ.
3. The governing body makes a finding that the proposed NEZ is consistent with the master plan, neighborhood preservation and economic development goals of the local governmental unit.
4. The governing body adopts a statement of the local unit of government's goals, objectives and policies relative to the maintenance, preservation, improvement and development of housing for all persons regardless of income level living within the proposed NEZ.
5. The governing body passes a housing inspection ordinance that, at a minimum, requires that before the sale of a unit in a new or rehabilitated facility for which a NEZ certificate is in effect, an inspection is made of the unit to determine compliance with any local construction or safety codes and that a sale may not be finalized until there is compliance with those local codes.
6. The governing body holds a public hearing not later than 45 days after the date the notice is sent but before acting upon resolution.
7. Assessor determines and furnishes the governing body the amount of true cash value of the property located within the proposed NEZ and any other information considered necessary by the governing body.
8. The clerk of the governing body notifies the state tax commission of resolution passage, including a copy of the resolution and a listing of each parcel located in the NEZ, showing parcel code numbers and addresses.

Owner/developer process for obtaining a NEZ certificate

1. An owner or developer (or prospective owner or developer) of a proposed new facility or proposing to rehab property in a NEZ files an application for an NEZ certificate with the clerk of the local government. The application must be filed before a building permit is issued for the new construction or rehabilitation of the facility, unless they qualify for the exceptions provided for in Section 4 (2) of the Act.
2. An owner/developer obtains a building permit and submits a copy to the local unit of government
3. Upon project completion, the property owner must submit to the local unit of government the following:
 - » *New Facility/Homestead Facility*—certificate of occupancy and/ or an affidavit executed by the owner affirming that the facility is occupied by the owner as a principal residence.
 - » *Rehabilitated Facility*—an affidavit executed by the owner affirming that the facility is occupied by the owner as a principal residence, a certificate that the improvements have met the minimum cost requirements and the local building code standards issued by the local building inspector, and



a certificate of occupancy if required by the local building permits or codes.

4. The local government will forward an application approved by resolution and the appropriate documentation (building permit, resolution contractor estimates, legal description and parcel number) to the state tax commission within 60 days of receiving it.
5. The State Tax Commission will issue a certificate to the applicant if it is determined that the facility complies with the NEZ program requirements within 60 days of receipt of the complete application from local government. Copies of the certificate will be sent to the applicant, assessor's office and each affected taxing unit.

Rehabilitation cost requirements

- Improvements, if done by a licensed contractor, are estimated at more than \$5,000 per owner-occupied unit or 50 percent of the true cash value (whichever is less), or \$7,500 per non-owner-occupied unit or 50 percent of the true cash value (whichever is less).
- If the owner proposes improvements that would be done by the owner, the cost of the materials must be in excess of \$3,000 per owner-occupied unit or \$4,500 per non-owner-occupied unit. Improvements estimated by the owner should not include the cost of labor.
- These improvements must bring the structure into conformance with minimum building code standards. A rehabilitated facility does not include a facility rehabilitated with the proceeds of an insurance policy for property or casualty loss.

NEZ certificate

- The NEZ certificate becomes effective December 31 of the year the new facility or rehabilitated facility is substantially completed and for a new facility occupied by an owner as a principal residence; or if a new facility is substantially completed in a year but is not occupied by an owner as a principal residence until the following year, upon the request of the owner, the effective date of the NEZ shall be December 31 in the year immediately preceding the date of occupancy by the owner as a principal resident; or upon the request of the owner, the effective date of the NEZ for a rehabilitated facility shall be December 31 in the year immediately preceding the date on which the rehabilitated facility is substantially completed.
- Certificates are effective for up to 17 years, depending on the local government unit and the type of project.
- A certificate can be transferred to succeeding property owners within the 12 years provided that the new owner meets the NEZ requirements for the program.
- A certificate expires if an owner fails to complete the filing within two years after the certificate is issued.
- A certificate is automatically revoked if any one of the following exists:
 - » The new facility is no longer a homestead or residential facility.

- » The NEZ tax is not paid or property tax is not paid.
- » The structure is not in compliance with local construction, building or safety codes.

- Requests for certificate revocation must be made to the State Tax Commission.

NEZ Tax

- The NEZ tax is levied on NEZ certificate holders in place of ad valorem real property taxes on the new or rehabilitated facility (not on the land on which the facility is located). The property taxes levied on the land will continue to be collected as they would without the NEZ designation.
- The NEZ tax is an annual tax payable at the same time, and in the same way, taxes under the general property tax act are collected.
- Until paid, the NEZ tax is a lien on the real property upon which the new facility or rehabilitated facility subject to the certificate is located.
- School taxes are reimbursed by the state.

New facility property tax calculation

- Financial Residence Property: Apply one-half of the previous year's state average principal residence millage rate to the value of the facility.
- Non-principal Residence Property: Apply one-half of the previous year's state average non-principal residence millage rate to the taxable value of the facility
- The NEZ tax on new construction attached to an existing facility will only apply to the addition. The rest of the facility will continue to be assessed regular property taxes.

Rehabilitated facility tax calculation

- Apply the current total millage rate to the previous year's taxable value of the rehabilitated portion of the facility (not including the land).

WHY WOULD A COMMUNITY WANT TO ESTABLISH A NEZ?

A Neighborhood Enterprise Zone provides a tax incentive for the development and rehabilitation of residential housing and to spur the development and rehabilitation of residential housing in communities where it may not otherwise occur. A NEZ also promotes neighborhood revitalization, encourages owner occupied housing and new investment by lowering property taxes.

SUPPORTING STATUTE

Neighborhood Enterprise Zone Act: Public Act 147 of 1992

CONTACT INFORMATION

For more information, contact the Community Assistance Team (CAT) specialist assigned to your territory or visit www.miplace.org.

Resolution No. _____

MUSKEGON CITY COMMISSION

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

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

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

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

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

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

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

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

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

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

Adopted this 22th day of October, 2024.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

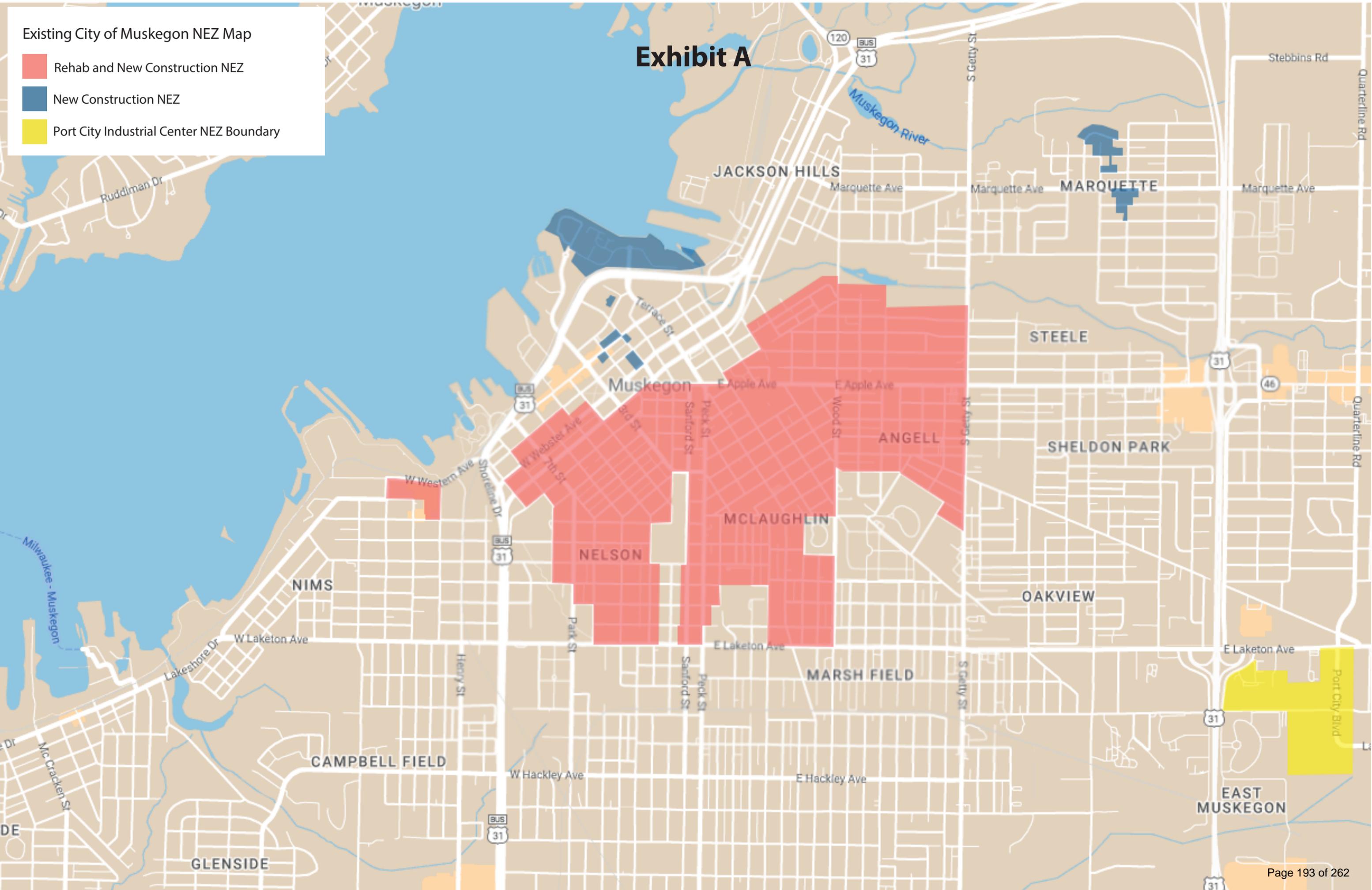
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 22, 2024.

By: _____
Ann Meisch
City Clerk

Exhibit A

Existing City of Muskegon NEZ Map

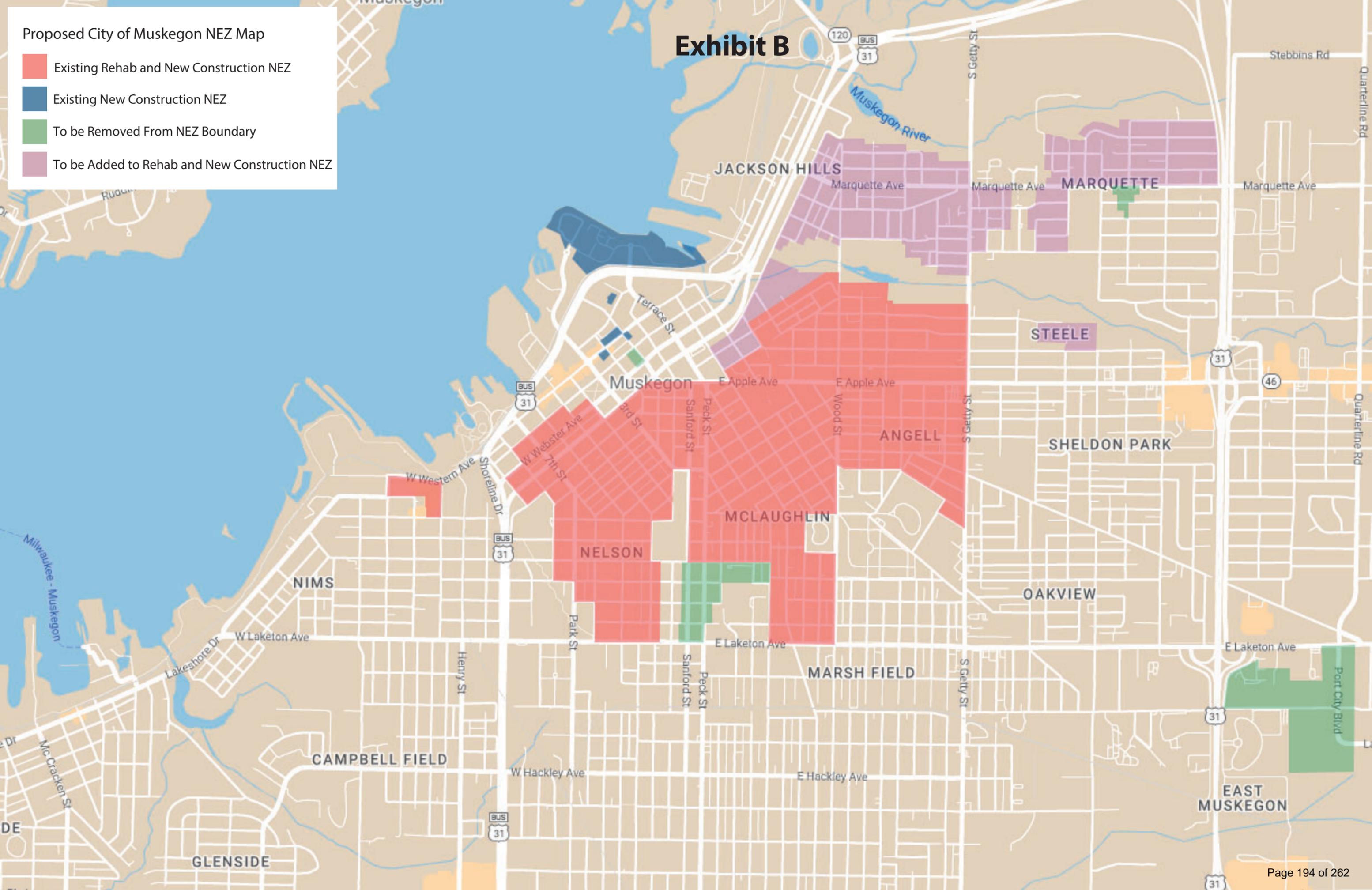
- Rehab and New Construction NEZ
- New Construction NEZ
- Port City Industrial Center NEZ Boundary



Proposed City of Muskegon NEZ Map

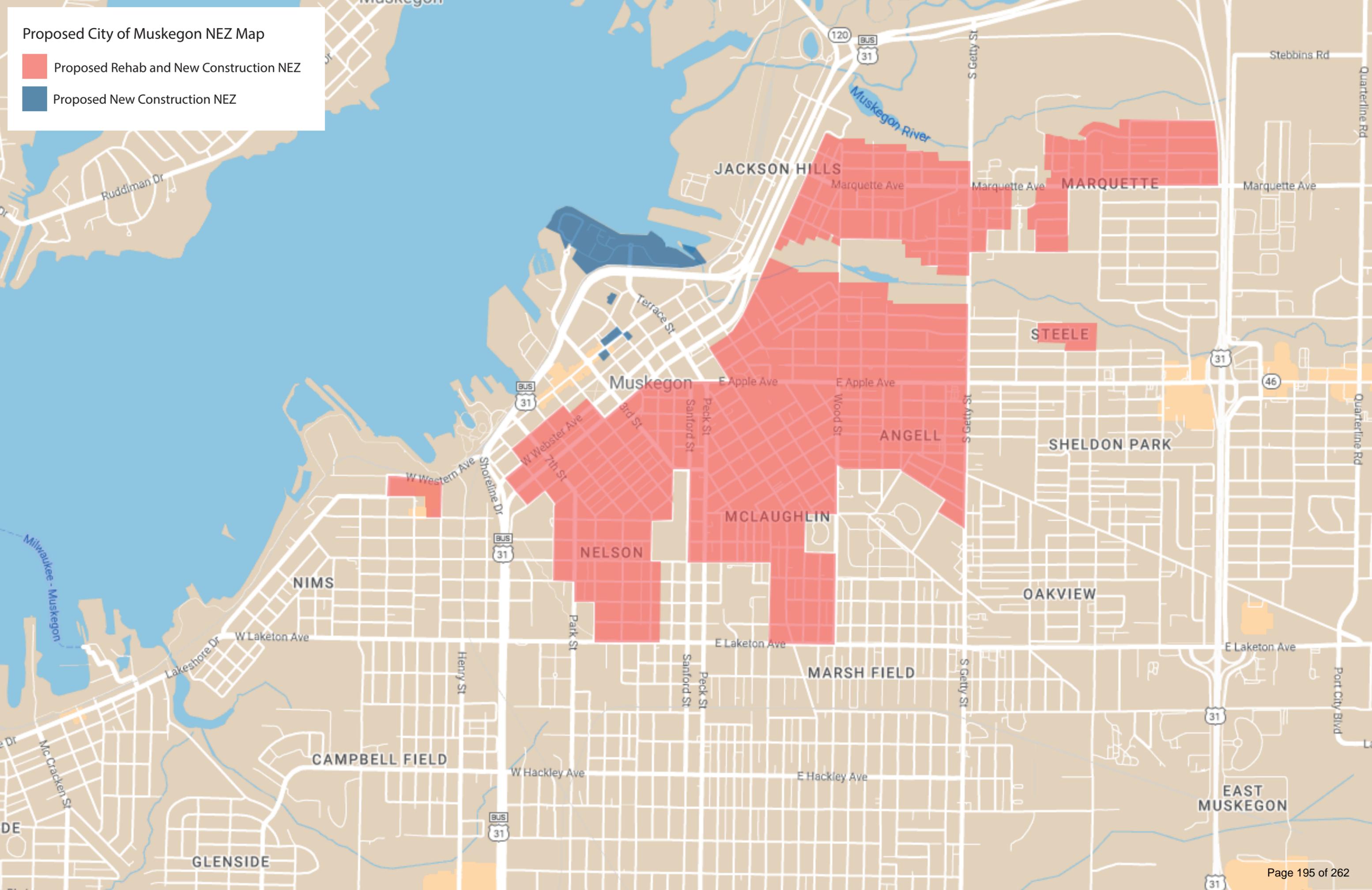
- Existing Rehab and New Construction NEZ
- Existing New Construction NEZ
- To be Removed From NEZ Boundary
- To be Added to Rehab and New Construction NEZ

Exhibit B



Proposed City of Muskegon NEZ Map

- Proposed Rehab and New Construction NEZ
- Proposed New Construction NEZ



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Public Hearing, Brownfield Plan Amendment- Muskegon Midtown Center LLC, 1095 3rd St.
Submitted by: Contessa Alexander, Development Analyst	Department: Economic Development
Brief Summary: Muskegon Midtown Center, LLC has submitted a Brownfield Plan Amendment for the redevelopment of 1095 3rd Street. The project involves the rehabilitation and expansion of a vacant and blighted office building into a mixed-use commercial and residential facility. This redevelopment will bring the property back onto the tax rolls, provide much-needed housing, create temporary and long-term jobs, and contribute to the economic development of Muskegon.	
Detailed Summary & Background: The project site consists of two adjacent parcels, currently blighted and vacant, located at 1095 3rd Street. Historically used for retail and office purposes, the property was acquired by the developer in July 2024. The redevelopment includes residential apartments, commercial spaces, and site improvements. Construction began in Summer 2024, with completion anticipated by Winter 2025. The private investment is estimated at \$11,181,000, with the creation of 30 full-time equivalent (FTE) jobs expected within two years of project completion. Eligible activities for reimbursement through the Brownfield Plan include environmental assessments, site demolition, preparation, architecture, and engineering work. Specific activities are as follows: <ul style="list-style-type: none">• Phase I ESA/Baseline Environmental Assessment: \$31,978• Site Demolition: \$250,000• Site Preparation: \$86,500• Architecture and Engineering Fees: \$245,000• Brownfield Plan Development: \$10,000 Administrative costs of the CMBRA, calculated as 10% of total eligible activities, are estimated at \$62,547.80. Interest expenses at 5.00% are also eligible for reimbursement. The capture period is set for 30 years plus an additional 5 years for the brownfield redevelopment loan fund. Total Potential Eligible Activity Costs: \$688,025.80 (inclusive of contingencies, financing costs, and administrative fees). The Development and Reimbursement Agreement is included in this plan. The following are the key highlights from the agreement: Reimbursement Source: The Developer and the City will be reimbursed for the costs of approved Eligible Activities (such as demolition, site preparation, and infrastructure improvements) through Brownfield Tax Increment Financing (TIF) Revenue. This revenue is generated from increases in property taxes on the	

redeveloped property.

Reimbursement Process:

Both the Developer and the City must submit reimbursement requests to the Authority, accompanied by the required documentation.

The Authority will review and either approve or dispute the reimbursement request within 30 days.

Payments will be made as tax revenues become available.

If there is insufficient revenue to cover the full reimbursement in any period, the remaining amount will be paid in subsequent periods as additional revenue becomes available.

Term of Agreement:

The agreement will continue until the Developer and the City have been fully reimbursed or until December 31, 2060, whichever occurs first. After this date, any remaining captured tax revenue will be used to fund a Brownfield Revolving Loan Program.

Legislative Authorization:

This agreement is governed by Act 381, and any changes in the law that affect Brownfield TIF capture or eligible activities will adjust the agreement accordingly.

Assignment:

The rights and obligations under this agreement cannot be transferred without the consent of the other parties, except that the Developer and the City may assign their interests to affiliates for financing purposes.

Miscellaneous Provisions:

The agreement includes standard legal provisions regarding the handling of notices, governing law (Michigan), and the execution of the agreement in counterparts.

The Brownfield Redevelopment Authority has reviewed and approved this plan on October 10, 2024 and recommends that the City Commission consider adopting it.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Diverse housing types

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

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

Fund(s) or Account(s):

N/A

Budget Amendment Needed:

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

Recommended Motion:

I move that the City Commission approve the Brownfield Redevelopment Plan for the property located at 1095 3rd St., and authorize the Mayor and City Clerk to sign.

Approvals:

Immediate Division Head		
Information Technology		

Guest(s) Invited / Presenting:

Yes

Other Division Heads		
Communication		
Legal Review	X	

March '17

RECEIVED

SEP 16 2024

CITY OF MUSKEGON
PLANNING DEPT

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

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

Applicant Information

Company Name (Developer/Business): Muskegon Midtown Center LLC

Contact Person and Title: Frank Peterson

Contact Person Mailing Address: 700 Terrace Pt Drive #200
Muskegon MI 49490

Contact Person's Phone Number: 231 788 8086 Fax No. _____

Contact Person's E-Mail Address: fpeterson@wheelgroup.com

Project Information

Location of Eligible Property: 1095 3rd Street + 301 W. Muskegon Ave

Legal Description/Parcel Number: 61-29-205-350-0001-00/61-29-205.350-0009.00

Property Ownership: City of Muskegon -> Muskegon Mid Town Center, LLC

Current Use of Property: Vacant

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

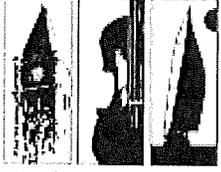
Tax Increment Financing for Eligible Activities

Is the proposed site a "facility" (as defined by Part 201)? (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? _____ (Please provide supporting information.)

MUSKEGON



West Michigan's Shoreline City
www.muskegoncity.com

PLANNING DEPARTMENT

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49440

RECEIPT

12006916

09/17/24

BROWNFIELD APP
MKG MIDTOWN CENTER
349 W WEBSTER

Cashier: WENDY.WEBSTER
Received Of: WHEELFISH GROUP

700 TERRACE POINT
MSUKEGON MI 49440

The sum of: 10,000.00

13 BROWNFIELD APP FEE

Total 10,000.00

TENDERED: CHECK 1197 5,000.00
CHECK 1196 5,000.00

Signed: _____

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

***BROWNFIELD PLAN AMENDMENT FOR MUSKEGON MIDTOWN CENTER, LLC
1095 3rd Street, Muskegon, Michigan***

October 7, 2024

Prepared By Muskegon Midtown Center, LLC

PROJECT NAME

1095 3rd Street Redevelopment

DEVELOPER

Muskegon Midtown Center, LLC

ELIGIBLE PROPERTY LOCATION

1095 3rd Street, Muskegon, MI 49441

TYPE OF ELIGIBLE PROPERTY

Blighted

SUBJECT PROJECT DESCRIPTION

The subject project is located on two adjacent parcels. Parcel 1 (61-24-205-350-0009-00) is currently a vacant and blighted office building with an asphalt covered parking lot. Parcel 2 (61-24-205-350-0001-00) is currently an asphalt covered parking lot. Muskegon Midtown Center, LLC will redevelop the two parcels as a mixed-use commercial/residential facility. The initial phase of redevelopment will consist of the rehabilitation and expansion of the existing building for apartments and commercial spaces as well as surrounding site improvements.

The proposed project included in this Brownfield Plan will benefit the local community by bringing a previously-blighted vacant publicly-owned property back onto the tax rolls. The property will generate tax revenues and provide much-needed housing for the City of Muskegon. The project also includes temporary job creation for construction of the facility and long-term job creation for commercial spaces.

The subject property is currently a blighted vacant office building with an asphalt covered parking lot. According to historic sources, the subject property has been used for both retail and office over the past 100 years. City of Muskegon records indicate that the subject property was purchased by the city in 2020.

Muskegon Midtown Center, LLC acquired the subject property from the City of Muskegon in September of 2024. Environmental assessments have already been performed and construction is scheduled to begin in the Fall of 2024. Redevelopment is anticipated to be complete by the Winter of 2025. The private investment is estimated at \$11,181,000. Muskegon Midtown Center, LLC anticipates the creation of thirty full-time equivalent (FTE) jobs within two years of project completion. No FTE jobs will be retained as the property is currently vacant.

ELIGIBLE ACTIVITIES

Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below. Eligible costs for reimbursement include a Phase I ESA and a Baseline Environmental Assessment (BEA) at a cost of \$33,978 (including \$12,978 that the Developer will reimburse to Greater Muskegon Economic Development (GMED) under a separate agreement between the Developer and GMED).

The project also includes “non-environmental costs” that are eligible for reimbursement through the Brownfield Plan. Specific non-environmental eligible costs include, site demolition activities, site preparation activities, and certain architecture and engineering fees.

Site demolition will include removal of the building façade and the removal of asphalt parking lot on western portions of the site for the building expansion at a combined cost of \$250,000.

Site preparation activities will include: the transport and disposal of soils that are unsuitable for construction (\$50,000); backfill of the removed soil (\$25,000); staking (\$4,000); temporary erosion control (\$3,000); and temporary fencing (\$5,000).

Architecture and engineering fees are estimated at \$245,000.

The development of the Brownfield Plan is an eligible activity, estimated at a proposed cost of \$10,000.

The Plan also includes Administrative Costs of the CMBRA. For the purposes of this Plan the Administrative Costs of the CMBRA were projected by calculating 10% of the cost of total eligible activities inclusive of contingencies. The capture of tax increment for Administrative Costs will be reimbursed as “City Eligible Expenses,” and will not exceed 10% of eligible activities inclusive of contingencies.

Interest expense is an eligible expense and is included in this Brownfield Plan at 5.00%.

The total potential brownfield eligible activity costs—including contingencies, financing costs, administrative fees, preparation of the Brownfield Plan and Act 381 Work Plan — are estimated at \$868,728.00.

DEVELOPER’S REIMBURSABLE COSTS

Table 1

Expense Category	Reimbursement Amount
Phase 1 / BEA	\$33,978.00
Site Demolition	\$250,000.00
Site Preparation	\$86,500.00
Engineering	\$245,000.00
Plan Development	\$10,000.00
Developer Total	\$625,478.00
City Eligible Expenses	\$62,547.80
Grand Total	\$688,025.80

MAXIMUM DURATION OF CAPTURE

30 years plus 5 additional years by the Brownfield Authority to fund the Brownfield Revolving Loan Fund

ESTIMATED TOTAL CAPITAL INVESTMENT

\$11,181,000

INITIAL TAXABLE VALUE

\$0 (City & County Owned)

EFFECTIVE DATE OF INCLUSION IN THE BROWNFIELD PLAN

The Muskegon Midtown Center project was added to this Plan on _____, 2024 and will be amended accordingly upon adoption of this Plan Amendment.

METHOD OF FINANCING ADVANCES BY MUNICIPALITY

Eligible costs will be reimbursed through tax increment financing and other leveraged incentives. Eligible activities do include interest expense (financing costs). Interest will be calculated at 5.00% annually on

unreimbursed principal costs. Simple interest will be paid after all principal is paid. The costs are approved for reimbursement with local tax increment revenues.

No advances by the municipality have been made or are anticipated.

MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

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

ESTIMATED IMPACT OF TIF ON REVENUES OF TAXING JURISDICTIONS

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented as Table 2.

LEGAL DESCRIPTION

The property subject to this Brownfield Plan consists of two parcels. The tax identification number of the parcels are:

Parcel 1: 61-24-205-350-0009-00; and

Parcel 2: 61-24-205-350-0001-00.

The legal description for the parcels is as follows:

Parcel 1: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 EX W 15 FT TH'OF LOT 10 11 12 ALL LOT 13 EX A TRI PIECE IN SECOR SD LOT COMM AT SECOR TH N 3.85 FT TH SWLY TO A PT ON THE SELY LN LOT 13 3.85 FT W OF POB TH 3.85 FT TO POB BLK 350; and

Parcel 2: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 350

The property meets the definition of a “brownfield” as defined by Public Act 381

ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

The property is a vacant office building. Therefore, there are no plans for displacement of families

PLAN FOR RELOCATION OF DISPLACED PERSONS

Not applicable.

PROVISIONS FOR RELOCATION COSTS

Not applicable.

STRATEGY FOR COMPLIANCE WITH MICHIGAN’S RELOCATION ASSISTANCE LAW

Not applicable.

OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

Not applicable.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made on _____, 2024, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "City"), and MUSKEGON MIDTOWN CENTER, LLC, a Michigan limited liability company whose address is 700 Terrace Pointe Drive, Suite 200, Muskegon, Michigan 49440 (the "Developer").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("Act 381"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "Plan"). The Plan was amended on _____ (the "Amendment" and, together with the Plan, the "Brownfield Plan") to identify a new redevelopment project proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to redevelop land located at 1095 3rd Street and 301 W Muskegon Avenue in Muskegon, Michigan (collectively, the "Property").

C. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property."

D. The Property is not currently included any other Tax Increment Finance District that would have claim to the tax increment created on the Property, including the Muskegon Downtown Development Authority TIF District.

E. The Developer intends to conduct eligible activities on the Property in order to develop the site into a mix-use residential and commercial building (the "Project"); including demolition, site preparation, infrastructure improvements, and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of \$612,500, plus interest at the current Applicable Federal Rate (the "Developer Eligible Activities As part of the Project, the City also intends to conduct certain activities as described in the Brownfield Plan, with an estimated cost of \$61,250, plus interest at the current Applicable Federal Rate (the "City Eligible Activities"). All of the Developer Eligible Activities and the City Eligible Activities (together, the "Eligible Activities") are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, are not to exceed \$673,500, plus interest calculated annually at the Applicable Federal Rate (the "Total Eligible Brownfield TIF Costs").

F. Act 381 permits the Authority to capture and use local property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "Brownfield TIF Revenue") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities and the Brownfield Authority for the Brownfield Authority Eligible Activities incurred and approved for the Project.

G. Act 381 permits the Authority to capture local property tax revenues for an additional five (5) years after the reimbursement of Eligible Activities to create and fund a Brownfield Revolving Loan Program.

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

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in Paragraph 2 below, the Authority shall reimburse the Developer and City for the costs of their Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the real and personal property taxes on the Property. The amount reimbursed to the Developer and City, respectively, for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on a pro rata basis of approved costs submitted and approved in connection with the Developer Eligible Activities and the City Eligible Activities, as follows:

- i. for any period for which both the Developer and the City request reimbursement for Eligible Activities, the Authority shall pay 95% of available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities submitted for that period, and pay 5% of available Brownfield TIF Revenue to the City to reimburse the costs of City Eligible Activities submitted during that period; and
- ii. for any period for which the Developer or the City have Eligible Activities submitted and approved for reimbursement by the Authority that are less than the available Brownfield TIF Revenue, the Authority may use the Brownfield TIF Revenue to first pay the lesser of the Eligible Activities and use the balance of the Brownfield TIF Revenue to reimburse the other party.

Notwithstanding Paragraph 1(a)(i), as an example if the Developer has approved eligible expenses of \$100, Brownfield Authority has approved eligible expenses of \$10 and BRA captures \$20, then Brownfield Authority will be paid in full and the balance shall be paid to the Developer.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for their Eligible Activities until the earlier of the City and Developer each being fully reimbursed, with interest, or December 31, 2060. Unless otherwise prepaid by the Authority, payments to the City and Developer shall be made on an annual basis as incremental local taxes are captured and available.

(c) After the earlier of the City and Developer each being fully reimbursed, with interest, or December 31, 2060, the Authority shall continue to capture Brownfield TIF Revenue from the Property for five (5) years to create and/or fund a Brownfield Revolving Loan Program.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority; not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement, from which the submission may be wholly or partially paid from available pro rata Brownfield TIF Revenue from the Property.

- i. The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.
- ii. If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

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

3. City Reimbursement Process.

(a) The City shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for City Eligible Activities paid for by the City during the prior period. All costs for the City Eligible Activities must be consistent with the approved Brownfield Plan. The City must include documentation sufficient for the Authority to determine whether the costs incurred were for City Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for City Eligible Activities must note what City Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for City Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the City, the Authority shall pay the City the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement, from which the submission may be wholly or partially paid from available pro rata Brownfield TIF Revenue from the Property.

- i. The City shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.
- ii. If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the City in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The City shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for City Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the City by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to the City, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the City from any source other than Brownfield TIF Revenue.

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

4. Term of Agreement.

The Authority's obligation to reimburse the City and Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the City and Developer required under this Agreement have been made or December 31, 2060 (the "Term"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the City and Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City on a pro rata basis. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement on a pro rata basis and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, provided, however, the Developer and City may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided, further*, that the Developer and City may each make a collateral assignment of their pro rata share of the Brownfield TIF

Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer or City, (b) owns or controls the Developer or City or (c) is under common ownership or control with the Developer or City. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Governing Law.

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

12. Counterparts.

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

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

CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

By: Martha Bottomley
Its: Chairperson

CITY OF MUSKEGON

By: Kenneth D Johnson
Its: Mayor

Muskegon Midtown Center, LLC



By: Frank Peterson
Its: Member

CITY OF MUSKEGON
BROWNFIELD (Muskegon Midtown Center) 2025-2055
LIFETIME CAPTURE AMOUNTS

Table 2

	<u>Millage Rate</u>	AMOUNT CAPTURED BY YEAR	
		2030	2031
<u>LOCAL CAPTURE</u>			
COUNTY OPERATING	5.56370	\$0.00	\$0.00
LIBRARY	2.35160	\$0.00	\$0.00
MAISD	4.67730	\$0.00	\$0.00
COUNTY MUSEUM	0.31690	\$0.00	\$0.00
COUNTY VETS	0.07390	\$0.00	\$0.00
SENIOR CITIZENS	0.49210	\$0.00	\$0.00
CENTRAL DISPATCH	0.29520	\$0.00	\$0.00
COMM COLLEGE	2.16930	\$0.00	\$0.00
CITY OPERATING	9.85540	\$0.00	\$0.00
CITY SANITATION	2.93640	\$0.00	\$0.00
TOTAL LOCAL CAPTURE	28.73180	\$0.00	\$0.00
<u>NON-CAPTURABLE</u>			
STATE ED TAX	6.00000	\$0.00	\$0.00
SCHOOL OPERATING	18.00000	\$0.00	\$0.00
SCHOOL DEBT 2020	0.00500	\$0.00	\$0.00
SCHOOL DEBT 2021	7.70000	\$0.00	\$0.00
SINKING	0.97120	\$0.00	\$0.00
LIBRARY DEBT	0.49990	\$0.00	\$0.00
COMM COLLEGE DEBT	0.27000	\$0.00	\$0.00
TOTAL	33.44610	\$0.00	\$0.00
		2030	2031
TV Subject to Capture		\$0.00	\$0.00
Interest Accrual 5%		\$0.00	\$0.00
Payment to Developer		\$0.00	\$0.00
Payment to CMBRA		\$0.00	\$0.00
Local Brownfield RLF		\$0.00	\$0.00
Balance		\$0.00	\$688,025.80
Balance - Developer			\$625,478.00
Balance - City			\$62,547.80

2032	2033	2034	2035	2036	2037
\$0.00	\$0.00	\$0.00	\$0.00	\$22,254.80	\$22,811.17
\$0.00	\$0.00	\$0.00	\$0.00	\$9,406.40	\$9,641.56
\$0.00	\$0.00	\$0.00	\$0.00	\$18,709.20	\$19,176.93
\$0.00	\$0.00	\$0.00	\$0.00	\$1,267.60	\$1,299.29
\$0.00	\$0.00	\$0.00	\$0.00	\$295.60	\$302.99
\$0.00	\$0.00	\$0.00	\$0.00	\$1,968.40	\$2,017.61
\$0.00	\$0.00	\$0.00	\$0.00	\$1,180.80	\$1,210.32
\$0.00	\$0.00	\$0.00	\$0.00	\$8,677.20	\$8,894.13
\$0.00	\$0.00	\$0.00	\$0.00	\$39,421.60	\$40,407.14
\$0.00	\$0.00	\$0.00	\$0.00	\$11,745.60	\$12,039.24
\$0.00	\$0.00	\$0.00	\$0.00	\$114,927.20	\$117,800.38
\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00	\$24,600.00
\$0.00	\$0.00	\$0.00	\$0.00	\$72,000.00	\$73,800.00
\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.50
\$0.00	\$0.00	\$0.00	\$0.00	\$30,800.00	\$31,570.00
\$0.00	\$0.00	\$0.00	\$0.00	\$3,884.80	\$3,981.92
\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.60	\$2,049.59
\$0.00	\$0.00	\$0.00	\$0.00	\$1,080.00	\$1,107.00
\$0.00	\$0.00	\$0.00	\$0.00	\$133,784.40	\$137,129.01
2032	2033	2034	2035	2036	2037
\$0.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00	\$4,100,000.00
\$34,401.29	\$36,121.35	\$37,927.42	\$39,823.79	\$41,814.98	\$38,681.77
\$0.00	\$0.00	\$0.00	\$0.00	\$104,479.27	\$107,091.25
\$0.00	\$0.00	\$0.00	\$0.00	\$10,447.93	\$10,709.13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$722,427.09	\$758,548.44	\$796,475.87	\$836,299.66	\$773,635.37	\$705,225.88
\$656,751.90	\$689,589.50	\$724,068.97	\$760,272.42	\$703,304.88	\$641,114.44
\$65,675.19	\$68,958.95	\$72,406.90	\$76,027.24	\$70,330.49	\$64,111.44

\$21,000.00
\$250,000.00
\$86,500.00
\$245,000.00
\$10,000.00
\$612,500.00
\$61,250.00

2038	2039	2040	2041	2042	2043
\$23,381.45	\$23,965.99	\$24,565.14	\$25,179.26	\$25,808.75	\$26,453.96
\$9,882.60	\$10,129.66	\$10,382.91	\$10,642.48	\$10,908.54	\$11,181.25
\$19,656.35	\$20,147.76	\$20,651.46	\$21,167.74	\$21,696.94	\$22,239.36
\$1,331.77	\$1,365.07	\$1,399.19	\$1,434.17	\$1,470.03	\$1,506.78
\$310.56	\$318.33	\$326.29	\$334.44	\$342.81	\$351.38
\$2,068.05	\$2,119.75	\$2,172.75	\$2,227.06	\$2,282.74	\$2,339.81
\$1,240.58	\$1,271.59	\$1,303.38	\$1,335.97	\$1,369.37	\$1,403.60
\$9,116.48	\$9,344.40	\$9,578.01	\$9,817.46	\$10,062.89	\$10,314.46
\$41,417.32	\$42,452.75	\$43,514.07	\$44,601.92	\$45,716.97	\$46,859.89
\$12,340.22	\$12,648.73	\$12,964.94	\$13,289.07	\$13,621.30	\$13,961.83
\$120,745.39	\$123,764.02	\$126,858.12	\$130,029.58	\$133,280.32	\$136,612.33
\$25,215.00	\$25,845.38	\$26,491.51	\$27,153.80	\$27,832.64	\$28,528.46
\$75,645.00	\$77,536.13	\$79,474.53	\$81,461.39	\$83,497.93	\$85,585.37
\$21.01	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77
\$32,359.25	\$33,168.23	\$33,997.44	\$34,847.37	\$35,718.56	\$36,611.52
\$4,081.47	\$4,183.50	\$4,288.09	\$4,395.29	\$4,505.18	\$4,617.81
\$2,100.83	\$2,153.35	\$2,207.18	\$2,262.36	\$2,318.92	\$2,376.90
\$1,134.68	\$1,163.04	\$1,192.12	\$1,221.92	\$1,252.47	\$1,283.78
\$140,557.24	\$144,071.17	\$147,672.95	\$151,364.77	\$155,148.89	\$159,027.61
2038	2039	2040	2041	2042	2043
\$4,202,500.00	\$4,307,562.50	\$4,415,251.56	\$4,525,632.85	\$4,638,773.67	\$4,754,743.01
\$35,261.29	\$31,535.93	\$27,487.09	\$23,095.17	\$17,748.45	\$11,971.85
\$109,768.54	\$112,512.75	\$115,325.57	\$118,208.71	\$121,163.92	\$124,193.02
\$10,976.85	\$11,251.27	\$11,532.56	\$11,820.87	\$12,116.39	\$12,419.30
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$630,718.64	\$549,741.83	\$461,903.35	\$354,968.94	\$239,437.07	\$114,796.60
\$573,380.58	\$499,765.30	\$419,912.14	\$322,699.03	\$217,670.06	\$104,360.54
\$57,338.06	\$49,976.53	\$41,991.21	\$32,269.90	\$21,767.01	\$10,436.05

2044	2045	2046	2047	2048	2049
\$27,115.31	\$27,793.20	\$28,488.03	\$29,200.23	\$29,930.23	\$30,678.49
\$11,460.79	\$11,747.30	\$12,040.99	\$12,342.01	\$12,650.56	\$12,966.83
\$22,795.34	\$23,365.23	\$23,949.36	\$24,548.09	\$25,161.79	\$25,790.84
\$1,544.45	\$1,583.06	\$1,622.64	\$1,663.20	\$1,704.78	\$1,747.40
\$360.16	\$369.16	\$378.39	\$387.85	\$397.55	\$407.49
\$2,398.30	\$2,458.26	\$2,519.72	\$2,582.71	\$2,647.28	\$2,713.46
\$1,438.69	\$1,474.66	\$1,511.52	\$1,549.31	\$1,588.04	\$1,627.75
\$10,572.33	\$10,836.63	\$11,107.55	\$11,385.24	\$11,669.87	\$11,961.62
\$48,031.39	\$49,232.18	\$50,462.98	\$51,724.56	\$53,017.67	\$54,343.11
\$14,310.87	\$14,668.64	\$15,035.36	\$15,411.25	\$15,796.53	\$16,191.44
\$140,027.63	\$143,528.32	\$147,116.53	\$150,794.45	\$154,564.31	\$158,428.41
\$29,241.67	\$29,972.71	\$30,722.03	\$31,490.08	\$32,277.33	\$33,084.27
\$87,725.01	\$89,918.13	\$92,166.09	\$94,470.24	\$96,832.00	\$99,252.80
\$24.37	\$24.98	\$25.60	\$26.24	\$26.90	\$27.57
\$37,526.81	\$38,464.98	\$39,426.60	\$40,412.27	\$41,422.58	\$42,458.14
\$4,733.25	\$4,851.58	\$4,972.87	\$5,097.19	\$5,224.62	\$5,355.24
\$2,436.32	\$2,497.23	\$2,559.66	\$2,623.65	\$2,689.24	\$2,756.47
\$1,315.88	\$1,348.77	\$1,382.49	\$1,417.05	\$1,452.48	\$1,488.79
\$163,003.30	\$167,078.38	\$171,255.34	\$175,536.73	\$179,925.14	\$184,423.27
2044	2045	2046	2047	2048	2049
\$4,873,611.59	\$4,995,451.88	\$5,120,338.18	\$5,248,346.63	\$5,379,555.30	\$5,514,044.18
\$5,739.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$109,578.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$10,957.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$19,491.21	\$143,528.32	\$147,116.53	\$150,794.45	\$154,564.31	\$158,428.41
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2050	2051	2052	2053	2054	2055
\$31,445.45	\$32,231.59	\$33,037.38	\$33,863.31	\$34,709.89	\$35,577.64
\$13,291.00	\$13,623.27	\$13,963.85	\$14,312.95	\$14,670.77	\$15,037.54
\$26,435.61	\$27,096.50	\$27,773.91	\$28,468.26	\$29,179.97	\$29,909.47
\$1,791.09	\$1,835.86	\$1,881.76	\$1,928.80	\$1,977.02	\$2,026.45
\$417.68	\$428.12	\$438.82	\$449.79	\$461.04	\$472.56
\$2,781.30	\$2,850.83	\$2,922.10	\$2,995.15	\$3,070.03	\$3,146.78
\$1,668.44	\$1,710.15	\$1,752.90	\$1,796.73	\$1,841.65	\$1,887.69
\$12,260.66	\$12,567.17	\$12,881.35	\$13,203.39	\$13,533.47	\$13,871.81
\$55,701.69	\$57,094.23	\$58,521.59	\$59,984.63	\$61,484.24	\$63,021.35
\$16,596.23	\$17,011.13	\$17,436.41	\$17,872.32	\$18,319.13	\$18,777.11
\$162,389.12	\$166,448.85	\$170,610.07	\$174,875.33	\$179,247.21	\$183,728.39
\$33,911.37	\$34,759.16	\$35,628.13	\$36,518.84	\$37,431.81	\$38,367.60
\$101,734.12	\$104,277.47	\$106,884.40	\$109,556.51	\$112,295.43	\$115,102.81
\$28.26	\$28.97	\$29.69	\$30.43	\$31.19	\$31.97
\$43,519.59	\$44,607.58	\$45,722.77	\$46,865.84	\$48,037.49	\$49,238.43
\$5,489.12	\$5,626.35	\$5,767.01	\$5,911.18	\$6,058.96	\$6,210.44
\$2,825.38	\$2,896.02	\$2,968.42	\$3,042.63	\$3,118.69	\$3,196.66
\$1,526.01	\$1,564.16	\$1,603.27	\$1,643.35	\$1,684.43	\$1,726.54
\$189,033.85	\$193,759.70	\$198,603.69	\$203,568.79	\$208,658.01	\$213,874.46
2050	2051	2052	2053	2054	2055
\$5,651,895.28	\$5,793,192.67	\$5,938,022.48	\$6,086,473.04	\$6,238,634.87	\$6,394,600.74
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2056	2057	2058	2059	2060	TOTAL
\$36,467.08	\$37,378.76	\$38,313.23	\$39,271.06	\$40,252.83	\$643,195.66
\$15,413.48	\$15,798.82	\$16,193.79	\$16,598.63	\$17,013.60	\$271,858.46
\$30,657.20	\$31,423.63	\$32,209.22	\$33,014.45	\$33,839.82	\$540,722.74
\$2,077.11	\$2,129.04	\$2,182.26	\$2,236.82	\$2,292.74	\$36,635.46
\$484.38	\$496.48	\$508.90	\$521.62	\$534.66	\$8,543.26
\$3,225.45	\$3,306.09	\$3,388.74	\$3,473.46	\$3,560.30	\$56,889.59
\$1,934.88	\$1,983.25	\$2,032.83	\$2,083.65	\$2,135.74	\$34,126.81
\$14,218.60	\$14,574.07	\$14,938.42	\$15,311.88	\$15,694.68	\$250,783.54
\$64,596.88	\$66,211.80	\$67,867.10	\$69,563.78	\$71,302.87	\$1,139,340.83
\$19,246.53	\$19,727.70	\$20,220.89	\$20,726.41	\$21,244.57	\$339,464.70
\$188,321.60	\$193,029.64	\$197,855.38	\$202,801.76	\$207,871.81	\$3,321,561.05
\$39,326.79	\$40,309.96	\$41,317.71	\$42,350.66	\$43,409.42	\$693,634.45
\$117,980.38	\$120,929.89	\$123,953.14	\$127,051.97	\$130,228.27	\$2,080,903.35
\$32.77	\$33.59	\$34.43	\$35.29	\$36.17	\$578.03
\$50,469.39	\$51,731.12	\$53,024.40	\$54,350.01	\$55,708.76	\$890,164.21
\$6,365.70	\$6,524.84	\$6,687.96	\$6,855.16	\$7,026.54	\$112,276.30
\$3,276.58	\$3,358.49	\$3,442.45	\$3,528.52	\$3,616.73	\$57,791.31
\$1,769.71	\$1,813.95	\$1,859.30	\$1,905.78	\$1,953.42	\$31,213.55
\$219,221.32	\$224,701.85	\$230,319.40	\$236,077.38	\$241,979.32	\$3,866,561.20
2056	2057	2058	2059	2060	
\$6,554,465.76	\$6,718,327.41	\$6,886,285.59	\$7,058,442.73	\$7,234,903.80	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,555.30
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$473,144.22
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,314.42
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$773,923.23
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT APPLICATION DISCLOSURE STATEMENT

Project Name: 1095 3rd Street Redevelopment

Developer Name: Muskegon Midtown Center, LLC

Contractor Name (if applicable): West Urban Properties

Project Location: 349 West Webster Ave, Muskegon, MI

Date: 10/1/24

1. Purpose of the Disclosure Statement

The purpose of this document is to inform the City of Muskegon Brownfield Redevelopment Authority and its stakeholders that Muskegon Midtown Center, LLC, the developer engaged in the 1095 3rd Street Redevelopment Brownfield Redevelopment Project, intends to use a contracting business that they own or have a financial interest in, West Urban Properties, to provide services for the project.

This disclosure is made in the interest of transparency and in accordance with ethical business practices, to avoid any perceived or actual conflict of interest, and to ensure compliance with local, state, and federal regulations concerning Brownfield Redevelopment projects.

2. Developer's Affiliated Contracting Business

Muskegon Midtown Center, LLC, through their ownership or partnership in West Urban Properties, will provide contracting services for 1095 3rd Street Redevelopment. These services may include, but are not limited to:

- Construction Management
- Property Management

3. Compliance with City Policies and Regulations

The developer affirms that the selection of West Urban Properties complies with all applicable procurement policies and regulations governing Brownfield Redevelopment projects. The contracting business is fully licensed and insured to perform the required services in the City of Muskegon.

4. Mitigation of Conflicts of Interest

The developer acknowledges the potential for a perceived conflict of interest due to the dual role of acting as both the developer and contractor. To mitigate any conflicts:

- The developer agrees to maintain clear and transparent records regarding any financial transactions between the developer and West Urban Properties.
- The developer will provide documentation to the City of Muskegon regarding competitive bidding processes (if applicable) and the reason for selecting West Urban Properties.
- The developer will comply with any additional requirements set forth by the City of Muskegon to ensure the integrity of the project.

5. Certification

The undersigned certifies that the information provided in this disclosure is true, accurate, and complete to the best of their knowledge. The developer understands that the City of Muskegon reserves the right to request additional information or impose conditions to ensure that the project is conducted in accordance with the city's rules and standards.

Developer Name: Muskegon Midtown, LLC

Developer Signature: Frank Peterson

Date: 10/02/24

Contractor Name (if different): West Urban Properties

Contractor Signature: Dave Dusendang
Dave Dusendang (Oct 2, 2024 15:12 EDT)

Date: 10/02/24

Muskegon Brownfield Redevelopment Authority:

City Representative Signature: _____

Date: _____

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

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

Muskegon Midtown Center, LLC (1095 3rd St.)

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 9th day of October 2024 at 10:30 a.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended (“Act 381”), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the “Authority”); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within 1095 3rd Street Redevelopment project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the “City”).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the 1095 3rd Street Redevelopment project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.
2. Public Hearing. The Board hereby requests city personnel to provide a notice of

Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended (“Open Meetings Act”).

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on October 9, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

Muskegon Midtown Center, LLC (1095 3rd St.)

County of Muskegon, Michigan

2024-October-22

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 22 day of October, 2024 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Ann Meisch, City Clerk

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on October 22, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Public Hearing, Brownfield Plan Amendment- 349 West Webster, LLC, 349 W. Webster
Submitted by: Contessa Alexander, Development Analyst	Department: Economic Development
Brief Summary: 349 West Webster, LLC has submitted a Brownfield Plan Amendment for the 349 West Webster Redevelopment project, which aims to rehabilitate a vacant and blighted office building into a mixed-use commercial facility. This project will help bring the property back onto the tax rolls, create jobs, and contribute to the city's economic development.	
Detailed Summary & Background: The project site, currently a vacant and blighted office building, is located at 349 West Webster Ave. The property has historically been used for both educational and office purposes. The developer, 349 West Webster, LLC, acquired the site from Muskegon Public Schools in 2021. The proposed redevelopment includes lodging and retail spaces as well as site improvements, with construction scheduled to begin in Summer 2024 and completion expected by Fall 2025. The estimated investment is \$11,500,000, and the project is expected to create 10 full-time equivalent (FTE) jobs within two years of completion. Eligible Activities: The Brownfield Plan includes the following eligible non-environmental activities: <ul style="list-style-type: none">• Site Demolition: \$1,050,000• Site Preparation: \$150,000• Architecture and Engineering Fees: \$450,000• Asbestos Abatement: \$30,000• Brownfield Plan Development: \$10,000 Administrative costs of the CMBRA, calculated as 10% of total eligible activities, are estimated at \$169,000. Interest expenses at 5.00% are also eligible for reimbursement. The capture period is for 30 years with an additional 5 years for the revolving loan fund. Total Potential Eligible Activity Costs: \$1,859,000.00 (inclusive of contingencies, financing costs, and administrative fees) The Development and Reimbursement Agreement is included in this plan. The following are the key highlights from the agreement: Reimbursement Source: The Developer and the City will be reimbursed for the costs of approved Eligible Activities (such as demolition, site preparation, and infrastructure improvements) through Brownfield Tax Increment Financing (TIF) Revenue. This revenue is generated from increases in property taxes on the redeveloped property. Reimbursement Process:	

Both the Developer and the City must submit reimbursement requests to the Authority, accompanied by the required documentation.
 The Authority will review and either approve or dispute the reimbursement request within 30 days. Payments will be made as tax revenues become available.
 If there is insufficient revenue to cover the full reimbursement in any period, the remaining amount will be paid in subsequent periods as additional revenue becomes available.

Term of Agreement:

The agreement will continue until the Developer and the City have been fully reimbursed or until December 31, 2060, whichever occurs first. After this date, any remaining captured tax revenue will be used to fund a Brownfield Revolving Loan Program.

Legislative Authorization:

This agreement is governed by Act 381, and any changes in the law that affect Brownfield TIF capture or eligible activities will adjust the agreement accordingly.

Assignment:

The rights and obligations under this agreement cannot be transferred without the consent of the other parties, except that the Developer and the City may assign their interests to affiliates for financing purposes.

Miscellaneous Provisions:

The agreement includes standard legal provisions regarding the handling of notices, governing law (Michigan), and the execution of the agreement in counterparts.

The Brownfield Redevelopment Authority reviewed this plan on October 10, 2024 and motioned to approve and suggest that the City Commission consider adoption of the plan.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Diverse housing types
 Progress toward completion of ongoing economic development projects

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Recommended Motion:

I move that the City Commission approve the Brownfield Redevelopment Plan for the property located at 349 West Webster Ave, and authorize the Mayor and City Clerk to sign.

Approvals:

Immediate Division Head	<input type="checkbox"/>	<input type="checkbox"/>
Information Technology	<input type="checkbox"/>	<input type="checkbox"/>
Other Division Heads	<input type="checkbox"/>	<input type="checkbox"/>

Guest(s) Invited / Presenting:

Yes

Communication		
Legal Review	X	

RECEIVED

SEP 16 2024

CITY OF MUSKEGON
PLANNING DEPT

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

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

Applicant Information

Company Name (Developer/Business): 349 W. Webster LLC

Contact Person and Title: Frank Peterson

Contact Person Mailing Address: 700 Terrace St. Drive #200
Muskegon MI 49446

Contact Person's Phone Number: 231 788 8086 Fax No. _____

Contact Person's E-Mail Address: fpeterson@wheelfishgroup.com

Project Information

Location of Eligible Property: 349 W. Webster Ave

Legal Description/Parcel Number: 61-24-205-335-0001-00

Property Ownership: 349 W. Webster, LLC

Current Use of Property: Vacant

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

Tax Increment Financing for Eligible Activities

Is the proposed site a "facility" (as defined by Part 201)? (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? _____ (Please provide supporting information.)



West Michigan's Shoreline City
www.muskegonmi.com

PLANNING DEPARTMENT

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49440

RECEIPT

12006916

09/17/24

Cashier: WENDY.WEBSTER
Received Of: WHEELFISH GROUP

700 TERRACE POINT
MSUKEGON MI 49440

BROWNFIELD APP
MKG MIDTOWN CENTER
349 W WEBSTER

The sum of: 10,000.00

13 BROWNFIELD APP FEE

Total 10,000.00

TENDERED:	CHECK	1197	5,000.00
	CHECK	1196	5,000.00

Signed: _____

CITY OF MUSKEGON BROWNFIELDREDEVELOPMENT AUTHORITY

***BROWNFIELD PLAN AMENDMENT FOR 349 WEST WEBSTER, LLC
349 West Webster Street, Muskegon, Michigan***

October 7, 2024

Prepared By 349 WEST WEBSTER, LLC

PROJECT NAME

349 West Webster Redevelopment

DEVELOPER

349 WEST WEBSTER, LLC

ELIGIBLE PROPERTY LOCATION

349 West Webster Ave, Muskegon, MI 49440

TYPE OF ELIGIBLE PROPERTY

Blighted

SUBJECT PROJECT DESCRIPTION

The subject project is located on one parcel (61-24-205-335-0001-00) that is currently a vacant and blighted office building. 349 West Webster, LLC will redevelop the parcel as a mixed-use commercial facility. The redevelopment will consist of the rehabilitation of the existing building for lodging and retail spaces as well as surrounding site improvements.

The proposed project included in this Brownfield Plan will benefit the local community by bringing a previously-blighted vacant publicly-owned property back onto the tax rolls. The property will generate tax revenues and provide much short-term lodging for the City of Muskegon. The project also includes temporary job creation for construction of the facility and long-term job creation for commercial spaces.

The subject property is currently a blighted vacant office building. According to historic sources, the subject property has been used for both educational and office uses over the past 100+ years.

349 West Webster, LLC acquired the subject property from the Muskegon Public Schools in 2021. Environmental assessments have already been performed and construction is scheduled to begin in the Summer of 2024. Redevelopment is anticipated to be complete by the Fall of 2025. The investment is estimated at \$11,500,000. 349 West Webster, LLC anticipates the creation of ten full-time equivalent (FTE) jobs within two years of project completion. No FTE jobs will be retained as the property is currently vacant.

ELIGIBLE ACTIVITIES

Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below. Eligible costs for reimbursement includes "non-environmental costs" that are eligible for reimbursement through the Brownfield Plan. Specific non-environmental eligible costs include, site demolition activities, abatement activities, and certain architecture and engineering fees.

Site demolition costs are estimated at \$1,050,000.

Site preparation costs are estimated at \$150,000.

Architecture and engineering fees are estimated at \$450,000.

Asbestos abatement expenses are estimated at \$30,000.

The development of the Brownfield Plan is an eligible activity, estimated at a proposed cost of \$10,000.

The Plan also includes Administrative Costs of the CMBRA. For the purposes of this Plan the Administrative Costs of the CMBRA were projected by calculating 10% of the cost of total eligible activities inclusive of contingencies. The capture of tax increment for Administrative Costs will be reimbursed as “City Eligible Expenses,” and will not exceed 10% of eligible activities inclusive of contingencies.

Interest expense is an eligible expense and is included in this Brownfield Plan at 5.00%.

The total potential brownfield eligible activity costs—including contingencies, financing costs, administrative fees, preparation of the Brownfield Plan — are estimated at \$1,859,000.00.

DEVELOPER’S REIMBURSABLE COSTS

Table 1

Expense Category	Reimbursement Amount
Asbestos Abatement	\$30,000.00
Site Demolition	\$1,050,000.00
Site Preparation	\$150,000.00
Engineering	\$450,000.00
Plan Development	\$10,000.00
Developer Total	\$1,690,000.00
City Eligible Expenses	\$169,000.00
Grand Total	\$1,859,000.00

MAXIMUM DURATION OF CAPTURE

30 years plus 5 additional years by the Brownfield Authority to fund the Brownfield Revolving Loan Fund

ESTIMATED TOTAL CAPITAL INVESTMENT

\$11,500,000

INITIAL TAXABLE VALUE

\$220,500

EFFECTIVE DATE OF INCLUSION IN THE BROWNFIELD PLAN

The 349 West Webster Redevelopment project was added to this Plan on _____, 2024 and will be amended accordingly upon adoption of this Plan Amendment.

METHOD OF FINANCING ADVANCES BY MUNICIPALITY

Eligible costs will be reimbursed through tax increment financing and other leveraged incentives. Eligible activities do include interest expense (financing costs). Interest will be calculated at 5.00% annually on unreimbursed principal costs. Simple interest will be paid after all principal is paid. The costs are approved for reimbursement with local tax increment revenues.

No advances by the municipality have been made or are anticipated.

MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

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

ESTIMATED IMPACT OF TIF ON REVENUES OF TAXING JURISDICTIONS

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented as Table 2.

LEGAL DESCRIPTION

The property subject to this Brownfield Plan consists of one parcel. The tax identification number of the parcel is 61-24-205-335-0001-00.

The legal description for the parcels is as follows:

Parcel 1: CITY OF MUSKEGON REVISED PLAT OF 1903 BLOCK 335

The property meets the definition of a “brownfield” as defined by Public Act 381

ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

The property is a vacant office building. Therefore, there are no plans for displacement of families

PLAN FOR RELOCATION OF DISPLACED PERSONS

Not applicable.

PROVISIONS FOR RELOCATION COSTS

Not applicable.

STRATEGY FOR COMPLIANCE WITH MICHIGAN’S RELOCATION ASSISTANCE LAW

Not applicable.

OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

Not applicable.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is made on _____, 2024, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "City"), and 349 WEST WEBSTER, LLC, a Michigan limited liability company whose address is 700 Terrace Pointe Drive, Suite 200, Muskegon, Michigan 49440 (the "Developer").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("Act 381"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "Plan"). The Plan was amended on _____ (the "Amendment" and, together with the Plan, the "Brownfield Plan") to identify a new redevelopment project proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to redevelop land located at 349 West Webster Street in Muskegon, Michigan (the "Property").

C. The Developer owns the Property, which is included in the Brownfield Plan as an "eligible property."

D. The Property is not currently included any other Tax Increment Finance District that would have claim to the tax increment created on the Property, including the Muskegon Downtown Development Authority TIF District.

E. The Developer intends to conduct eligible activities on the Property in order to develop the site into a mixed-use retail and commercial building (the "Project"); including demolition, site preparation, infrastructure improvements, and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of \$1,690,000, plus interest at the current Applicable Federal Rate (the "Developer Eligible Activities"). As part of the Project, the City also intends to conduct certain activities as described in the Brownfield Plan, with an estimated cost of \$169,000, plus interest at the current Applicable Federal Rate (the "City Eligible Activities"). All of the Developer Eligible Activities and the City Eligible Activities (together, the "Eligible Activities") are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, are not to exceed \$1,859,000, plus interest calculated annually at the Applicable Federal Rate (the "Total Eligible Brownfield TIF Costs").

F. Act 381 permits the Authority to capture and use local property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "Brownfield TIF Revenue") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities and the City for the City Eligible Activities incurred and approved for the Project.

G. Act 381 permits the Authority to capture local property tax revenues for an additional five (5) years after the reimbursement of Eligible Activities to create and fund a Brownfield Revolving Loan Program.

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

NOW, THERFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in Paragraph 2 below, the Authority shall reimburse the Developer and City for the costs of their Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the real and personal property taxes on the Property. The amount reimbursed to the Developer and City, respectively, for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on a pro rata basis of approved costs submitted and approved in connection with the Developer Eligible Activities and the City Eligible Activities, as follows:

- i. for any period for which both the Developer and the City request reimbursement for Eligible Activities, the Authority shall pay 95% of available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities submitted for that period, and pay 5% of available Brownfield TIF Revenue to the City to reimburse the costs of City Eligible Activities submitted during that period; and
- ii. for any period for which the Developer or the City have Eligible Activities submitted and approved for reimbursement by the Authority that are less than the available Brownfield TIF Revenue, the Authority may use the Brownfield TIF Revenue to first pay the lesser of the Eligible Activities and use the balance of the Brownfield TIF Revenue to reimburse the other party.

Notwithstanding Paragraph 1(a)(i), as an example if the Developer has approved eligible expenses of \$100, City has approved eligible expenses of \$10 and BRA captures \$20, then City will be paid in full and the balance shall be paid to the Developer.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for their Eligible Activities until the earlier of the City and Developer each being fully reimbursed, with interest, or December 31, 2060. Unless otherwise prepaid by the Authority, payments to the City and Developer shall be made on an annual basis as incremental local taxes are captured and available.

(c) After the earlier of the City and Developer each being fully reimbursed, with interest, or December 31, 2060, the Authority shall continue to capture Brownfield TIF Revenue from the Property for five (5) years to create and/or fund a Brownfield Revolving Loan Program.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority; not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement, from which the submission may be wholly or partially paid from available pro rata Brownfield TIF Revenue from the Property.

- i. The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

- ii. If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

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

1. City Reimbursement Process.

(a) The City shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for City Eligible Activities paid for by the City during the prior period. All costs for the City Eligible Activities must be consistent with the approved Brownfield Plan. The City must include documentation sufficient for the Authority to determine whether the costs incurred were for City Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for City Eligible Activities must note what City Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for City Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the City, the Authority shall pay the City the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement, from which the submission may be wholly or partially paid from available pro rata Brownfield TIF Revenue from the Property.

- i. The City shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.
- ii. If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the City in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The City shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for City Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the City by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to the City, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the City from any source other than Brownfield TIF Revenue.

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

4. Term of Agreement.

The Authority's obligation to reimburse the City and Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the City and Developer required under this Agreement have been made or December 31, 2060 (the "Term"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the City and Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City on a pro rata basis. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement on a pro rata basis and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, provided, however, the Developer and City may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided, further*, that the Developer and City may each make a collateral assignment of their pro rata share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer or City, (b) owns or controls the Developer or City or (c) is under common ownership or control with the Developer or City. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Governing Law.

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

12. Counterparts.

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

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

CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

By: Martha Bottomley
Its: Chairperson

CITY OF MUSKEGON

By: Kenneth D Johnson
Its: Mayor

349 WEST WEBSTER, LLC



By: Frank Peterson
Its: Member

**CITY OF MUSKEGON
BROWNFIELD (349 West Webster) 2025-2055
LIFETIME CAPTURE AMOUNTS**

Table 2

	<u>Millage Rate</u>	AMOUNT CAPTURED BY YEAR	
		2030	2031
<u>LOCAL CAPTURE</u>			
COUNTY OPERATING	5.56370	\$0.00	\$0.00
LIBRARY	2.35160	\$0.00	\$0.00
MAISD	4.67730	\$0.00	\$0.00
COUNTY MUSEUM	0.31690	\$0.00	\$0.00
COUNTY VETS	0.07390	\$0.00	\$0.00
SENIOR CITIZENS	0.49210	\$0.00	\$0.00
CENTRAL DISPATCH	0.29520	\$0.00	\$0.00
COMM COLLEGE	2.16930	\$0.00	\$0.00
CITY OPERATING	9.85540	\$0.00	\$0.00
CITY SANITATION	2.93640	\$0.00	\$0.00
TOTAL LOCAL CAPTURE	28.73180	\$0.00	\$0.00
<u>NON-CAPTURABLE</u>			
STATE ED TAX	6.00000	\$0.00	\$0.00
SCHOOL OPERATING	18.00000	\$0.00	\$0.00
SCHOOL DEBT 2020	0.00500	\$0.00	\$0.00
SCHOOL DEBT 2021	7.70000	\$0.00	\$0.00
SINKING	0.97120	\$0.00	\$0.00
LIBRARY DEBT	0.49990	\$0.00	\$0.00
COMM COLLEGE DEBT	0.27000	\$0.00	\$0.00
TOTAL	33.44610	\$0.00	\$0.00
		2030	2031
TV Subject to Capture		\$0.00	\$0.00
Interest Accrual 5%		\$0.00	\$0.00
Payment to Developer		\$0.00	\$0.00
Payment to City		\$0.00	\$0.00
Local Brownfield RLF		\$0.00	\$0.00
Balance		\$0.00	\$1,859,000.00
Balance - Developer			\$1,690,000.00
Balance - City			\$169,000.00

2032	2033	2034	2035	2036	2037
\$0.00	\$0.00	\$0.00	\$0.00	\$27,818.50	\$28,513.96
\$0.00	\$0.00	\$0.00	\$0.00	\$11,758.00	\$12,051.95
\$0.00	\$0.00	\$0.00	\$0.00	\$23,386.50	\$23,971.16
\$0.00	\$0.00	\$0.00	\$0.00	\$1,584.50	\$1,624.11
\$0.00	\$0.00	\$0.00	\$0.00	\$369.50	\$378.74
\$0.00	\$0.00	\$0.00	\$0.00	\$2,460.50	\$2,522.01
\$0.00	\$0.00	\$0.00	\$0.00	\$1,476.00	\$1,512.90
\$0.00	\$0.00	\$0.00	\$0.00	\$10,846.50	\$11,117.66
\$0.00	\$0.00	\$0.00	\$0.00	\$49,277.00	\$50,508.93
\$0.00	\$0.00	\$0.00	\$0.00	\$14,682.00	\$15,049.05
\$0.00	\$0.00	\$0.00	\$0.00	\$143,659.00	\$147,250.48
\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,750.00
\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00	\$92,250.00
\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$25.63
\$0.00	\$0.00	\$0.00	\$0.00	\$38,500.00	\$39,462.50
\$0.00	\$0.00	\$0.00	\$0.00	\$4,856.00	\$4,977.40
\$0.00	\$0.00	\$0.00	\$0.00	\$2,499.50	\$2,561.99
\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00	\$1,383.75
\$0.00	\$0.00	\$0.00	\$0.00	\$167,230.50	\$171,411.26
2032	2033	2034	2035	2036	2037
\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00	\$5,125,000.00
\$92,950.00	\$97,597.50	\$102,477.38	\$107,601.24	\$112,981.31	\$112,100.42
\$0.00	\$0.00	\$0.00	\$0.00	\$130,599.09	\$133,864.07
\$0.00	\$0.00	\$0.00	\$0.00	\$13,059.91	\$13,386.41
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,951,950.00	\$2,049,547.50	\$2,152,024.88	\$2,259,626.12	\$2,242,008.33	\$2,220,244.68
\$1,774,500.00	\$1,863,225.00	\$1,956,386.25	\$2,054,205.56	\$2,038,189.39	\$2,018,404.26
\$177,450.00	\$186,322.50	\$195,638.63	\$205,420.56	\$203,818.94	\$201,840.43

2038	2039	2040	2041	2042	2043
\$29,226.81	\$29,957.48	\$30,706.42	\$31,474.08	\$32,260.93	\$33,067.45
\$12,353.25	\$12,662.08	\$12,978.63	\$13,303.10	\$13,635.68	\$13,976.57
\$24,570.44	\$25,184.70	\$25,814.32	\$26,459.68	\$27,121.17	\$27,799.20
\$1,664.72	\$1,706.33	\$1,748.99	\$1,792.72	\$1,837.53	\$1,883.47
\$388.21	\$397.91	\$407.86	\$418.06	\$428.51	\$439.22
\$2,585.06	\$2,649.69	\$2,715.93	\$2,783.83	\$2,853.43	\$2,924.76
\$1,550.72	\$1,589.49	\$1,629.23	\$1,669.96	\$1,711.71	\$1,754.50
\$11,395.60	\$11,680.49	\$11,972.51	\$12,271.82	\$12,578.61	\$12,893.08
\$51,771.65	\$53,065.94	\$54,392.59	\$55,752.40	\$57,146.21	\$58,574.87
\$15,425.28	\$15,810.91	\$16,206.18	\$16,611.34	\$17,026.62	\$17,452.28
\$150,931.74	\$154,705.03	\$158,572.66	\$162,536.97	\$166,600.40	\$170,765.41
\$31,518.75	\$32,306.72	\$33,114.39	\$33,942.25	\$34,790.80	\$35,660.57
\$94,556.25	\$96,920.16	\$99,343.16	\$101,826.74	\$104,372.41	\$106,981.72
\$26.27	\$26.92	\$27.60	\$28.29	\$28.99	\$29.72
\$40,449.06	\$41,460.29	\$42,496.80	\$43,559.22	\$44,648.20	\$45,764.40
\$5,101.84	\$5,229.38	\$5,360.12	\$5,494.12	\$5,631.47	\$5,772.26
\$2,626.04	\$2,691.69	\$2,758.98	\$2,827.95	\$2,898.65	\$2,971.12
\$1,418.34	\$1,453.80	\$1,490.15	\$1,527.40	\$1,565.59	\$1,604.73
\$175,696.54	\$180,088.96	\$184,591.18	\$189,205.96	\$193,936.11	\$198,784.51
2038	2039	2040	2041	2042	2043
\$5,253,125.00	\$5,384,453.13	\$5,519,064.45	\$5,657,041.06	\$5,798,467.09	\$5,943,428.77
\$111,012.23	\$109,702.31	\$108,155.38	\$106,355.30	\$103,546.22	\$100,393.51
\$137,210.67	\$140,640.94	\$144,156.96	\$147,760.88	\$151,454.91	\$155,241.28
\$13,721.07	\$14,064.09	\$14,415.70	\$14,776.09	\$15,145.49	\$15,524.13
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$2,194,046.25	\$2,163,107.62	\$2,127,106.04	\$2,070,924.37	\$2,007,870.19	\$1,937,498.30
\$1,994,587.50	\$1,966,461.47	\$1,933,732.77	\$1,882,658.52	\$1,825,336.54	\$1,761,362.09
\$199,458.75	\$196,646.15	\$193,373.28	\$188,265.85	\$182,533.65	\$176,136.21

2044	2045	2046	2047	2048	2049
\$33,894.14	\$34,741.49	\$35,610.03	\$36,500.28	\$37,412.79	\$38,348.11
\$14,325.98	\$14,684.13	\$15,051.23	\$15,427.51	\$15,813.20	\$16,208.53
\$28,494.18	\$29,206.53	\$29,936.70	\$30,685.11	\$31,452.24	\$32,238.55
\$1,930.56	\$1,978.82	\$2,028.29	\$2,079.00	\$2,130.98	\$2,184.25
\$450.20	\$461.45	\$472.99	\$484.82	\$496.94	\$509.36
\$2,997.88	\$3,072.83	\$3,149.65	\$3,228.39	\$3,309.10	\$3,391.83
\$1,798.36	\$1,843.32	\$1,889.40	\$1,936.64	\$1,985.06	\$2,034.68
\$13,215.41	\$13,545.79	\$13,884.44	\$14,231.55	\$14,587.34	\$14,952.02
\$60,039.24	\$61,540.22	\$63,078.73	\$64,655.69	\$66,272.09	\$67,928.89
\$17,888.59	\$18,335.81	\$18,794.20	\$19,264.06	\$19,745.66	\$20,239.30
\$175,034.54	\$179,410.41	\$183,895.67	\$188,493.06	\$193,205.38	\$198,035.52
\$36,552.09	\$37,465.89	\$38,402.54	\$39,362.60	\$40,346.66	\$41,355.33
\$109,656.26	\$112,397.67	\$115,207.61	\$118,087.80	\$121,039.99	\$124,065.99
\$30.46	\$31.22	\$32.00	\$32.80	\$33.62	\$34.46
\$46,908.51	\$48,081.22	\$49,283.25	\$50,515.34	\$51,778.22	\$53,072.68
\$5,916.56	\$6,064.48	\$6,216.09	\$6,371.49	\$6,530.78	\$6,694.05
\$3,045.40	\$3,121.53	\$3,199.57	\$3,279.56	\$3,361.55	\$3,445.59
\$1,644.84	\$1,685.97	\$1,728.11	\$1,771.32	\$1,815.60	\$1,860.99
\$203,754.13	\$208,847.98	\$214,069.18	\$219,420.91	\$224,906.43	\$230,529.09
2044	2045	2046	2047	2048	2049
\$6,092,014.49	\$6,244,314.85	\$6,400,422.72	\$6,560,433.29	\$6,724,444.12	\$6,892,555.22
\$96,874.91	\$92,966.93	\$88,644.76	\$83,882.21	\$78,651.67	\$72,923.99
\$159,122.31	\$163,100.37	\$167,177.88	\$171,357.32	\$175,641.26	\$180,032.29
\$15,912.23	\$16,310.04	\$16,717.79	\$17,135.73	\$17,564.13	\$18,003.23
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,859,338.67	\$1,772,895.20	\$1,677,644.29	\$1,573,033.45	\$1,458,479.74	\$1,333,368.21
\$1,690,307.88	\$1,611,722.91	\$1,525,131.18	\$1,430,030.41	\$1,325,890.67	\$1,212,152.92
\$169,030.79	\$161,172.29	\$152,513.12	\$143,003.04	\$132,589.07	\$121,215.29

2050	2051	2052	2053	2054	2055
\$39,306.81	\$40,289.48	\$41,296.72	\$42,329.14	\$43,387.37	\$44,472.05
\$16,613.75	\$17,029.09	\$17,454.82	\$17,891.19	\$18,338.47	\$18,796.93
\$33,044.51	\$33,870.63	\$34,717.39	\$35,585.33	\$36,474.96	\$37,386.83
\$2,238.86	\$2,294.83	\$2,352.20	\$2,411.00	\$2,471.28	\$2,533.06
\$522.09	\$535.15	\$548.52	\$562.24	\$576.29	\$590.70
\$3,476.62	\$3,563.54	\$3,652.63	\$3,743.94	\$3,837.54	\$3,933.48
\$2,085.55	\$2,137.69	\$2,191.13	\$2,245.91	\$2,302.06	\$2,359.61
\$15,325.82	\$15,708.97	\$16,101.69	\$16,504.23	\$16,916.84	\$17,339.76
\$69,627.11	\$71,367.79	\$73,151.98	\$74,980.78	\$76,855.30	\$78,776.69
\$20,745.28	\$21,263.91	\$21,795.51	\$22,340.40	\$22,898.91	\$23,471.38
\$202,986.41	\$208,061.07	\$213,262.59	\$218,594.16	\$224,059.01	\$229,660.49
\$42,389.21	\$43,448.94	\$44,535.17	\$45,648.55	\$46,789.76	\$47,959.51
\$127,167.64	\$130,346.83	\$133,605.51	\$136,945.64	\$140,369.28	\$143,878.52
\$35.32	\$36.21	\$37.11	\$38.04	\$38.99	\$39.97
\$54,399.49	\$55,759.48	\$57,153.47	\$58,582.30	\$60,046.86	\$61,548.03
\$6,861.40	\$7,032.94	\$7,208.76	\$7,388.98	\$7,573.70	\$7,763.05
\$3,531.73	\$3,620.02	\$3,710.52	\$3,803.28	\$3,898.37	\$3,995.83
\$1,907.51	\$1,955.20	\$2,004.08	\$2,054.18	\$2,105.54	\$2,158.18
\$236,292.32	\$242,199.63	\$248,254.62	\$254,460.98	\$260,822.51	\$267,343.07
2050	2051	2052	2053	2054	2055
\$7,064,869.10	\$7,241,490.83	\$7,422,528.10	\$7,608,091.31	\$7,798,293.59	\$7,993,250.93
\$66,668.41	\$59,852.51	\$52,442.08	\$44,401.06	\$35,691.40	\$26,273.02
\$184,533.10	\$189,146.42	\$193,875.08	\$198,721.96	\$203,690.01	\$208,782.26
\$18,453.31	\$18,914.64	\$19,387.51	\$19,872.20	\$20,369.00	\$20,878.23
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$1,197,050.21	\$1,048,841.66	\$888,021.15	\$713,828.05	\$525,460.44	\$322,072.97
\$1,088,227.47	\$953,492.42	\$807,291.95	\$648,934.59	\$477,691.31	\$292,793.61
\$108,822.75	\$95,349.24	\$80,729.20	\$64,893.46	\$47,769.13	\$29,279.36

2056	2057	2058	2059	2060	2061
\$45,583.85	\$46,723.45	\$47,891.53	\$49,088.82	\$50,316.04	\$51,573.94
\$19,266.85	\$19,748.52	\$20,242.24	\$20,748.29	\$21,267.00	\$21,798.67
\$38,321.50	\$39,279.54	\$40,261.53	\$41,268.07	\$42,299.77	\$43,357.26
\$2,596.39	\$2,661.30	\$2,727.83	\$2,796.03	\$2,865.93	\$2,937.57
\$605.47	\$620.61	\$636.12	\$652.02	\$668.32	\$685.03
\$4,031.82	\$4,132.61	\$4,235.93	\$4,341.82	\$4,450.37	\$4,561.63
\$2,418.60	\$2,479.06	\$2,541.04	\$2,604.57	\$2,669.68	\$2,736.42
\$17,773.25	\$18,217.58	\$18,673.02	\$19,139.85	\$19,618.35	\$20,108.80
\$80,746.10	\$82,764.75	\$84,833.87	\$86,954.72	\$89,128.59	\$91,356.80
\$24,058.17	\$24,659.62	\$25,276.11	\$25,908.01	\$26,555.71	\$27,219.61
\$235,402.00	\$241,287.05	\$247,319.23	\$253,502.21	\$259,839.76	\$266,335.76
\$49,158.49	\$50,387.46	\$51,647.14	\$52,938.32	\$54,261.78	\$55,618.32
\$147,475.48	\$151,162.37	\$154,941.43	\$158,814.96	\$162,785.34	\$166,854.97
\$40.97	\$41.99	\$43.04	\$44.12	\$45.22	\$46.35
\$63,086.73	\$64,663.90	\$66,280.50	\$67,937.51	\$69,635.95	\$71,376.85
\$7,957.12	\$8,156.05	\$8,359.95	\$8,568.95	\$8,783.17	\$9,002.75
\$4,095.72	\$4,198.11	\$4,303.07	\$4,410.64	\$4,520.91	\$4,633.93
\$2,212.13	\$2,267.44	\$2,324.12	\$2,382.22	\$2,441.78	\$2,502.82
\$274,026.65	\$280,877.31	\$287,899.25	\$295,096.73	\$302,474.14	\$310,036.00
2056	2057	2058	2059	2060	2061
\$8,193,082.20	\$8,397,909.26	\$8,607,856.99	\$8,823,053.41	\$9,043,629.75	\$9,269,720.49
\$16,103.65	\$5,138.73	\$0.00	\$0.00	\$0.00	\$0.00
\$214,001.82	\$98,103.05	\$0.00	\$0.00	\$0.00	\$0.00
\$21,400.18	\$9,810.30	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$133,373.70	\$247,319.23	\$253,502.21	\$259,839.76	\$266,335.76
\$102,774.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$93,431.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$9,343.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2062	2063	2064	2065
\$52,863.29	\$54,184.87	\$55,539.50	\$56,927.98
\$22,343.64	\$22,902.23	\$23,474.79	\$24,061.66
\$44,441.20	\$45,552.23	\$46,691.03	\$47,858.31
\$3,011.01	\$3,086.29	\$3,163.45	\$3,242.53
\$702.16	\$719.71	\$737.70	\$756.15
\$4,675.67	\$4,792.56	\$4,912.38	\$5,035.19
\$2,804.83	\$2,874.95	\$2,946.83	\$3,020.50
\$20,611.52	\$21,126.81	\$21,654.98	\$22,196.36
\$93,640.72	\$95,981.74	\$98,381.29	\$100,840.82
\$27,900.10	\$28,597.60	\$29,312.54	\$30,045.35
\$272,994.15	\$279,819.00	\$286,814.48	\$293,984.84
\$57,008.78	\$58,434.00	\$59,894.85	\$61,392.22
\$171,026.34	\$175,302.00	\$179,684.55	\$184,176.67
\$47.51	\$48.70	\$49.91	\$51.16
\$73,161.27	\$74,990.30	\$76,865.06	\$78,786.68
\$9,227.82	\$9,458.52	\$9,694.98	\$9,937.35
\$4,749.78	\$4,868.53	\$4,990.24	\$5,115.00
\$2,565.40	\$2,629.53	\$2,695.27	\$2,762.65
\$317,786.90	\$325,731.57	\$333,874.86	\$342,221.73
2062	2063	2064	2065
\$9,501,463.50	\$9,739,000.09	\$9,982,475.09	\$10,232,036.97
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$272,994.15	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00

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

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

349 West Webster, LLC (349 West Webster)

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 9th day of October 2024 at 10:30 a.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended (“Act 381”), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the “Authority”); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within 349 West Webster Redevelopment project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the “City”).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the 349 West Webster Redevelopment project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.
2. Public Hearing. The Board hereby requests city personnel to provide a notice of

Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended (“Open Meetings Act”).

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on October 9, 2024, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

349 West Webster, LLC (349 W. Webster)

County of Muskegon, Michigan

2024-October-22

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 22 day of October, 2024 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

Ann Meisch, City Clerk

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on October 22, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 22, 2024	Title: Conflict of Interest Disclosure							
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services							
<p>Brief Summary: Seeking approval to waive conflict pursuant to City Charter and State Law. City staff will be seeking to submit a request to the Department of Housing and Urban Development for an Exception for a Conflict of Interest for the City of Muskegon Community and Neighborhood Services (CNS) Department Priority Home Repair Program.</p>								
<p>Detailed Summary & Background: Under State law, a contract between a public entity and a public servant is permissible in this particular case when: 1) The public servant discloses in writing to the Mayor, seven days prior to City Commission action, their interest in the issue and the value of benefits to be provided by the City; 2) The official body discloses a summary of the transaction in its official minutes. Where a "conflict of interest" does exist pursuant to the City Charter, the City may still enter into the contract if all the following occurs: The City Commission declares that it is in the best interest of the City to enter into the contract. The City Attorney and employee letter is attached.</p>								
<p>Goal/Focus Area/Action Item Addressed:</p> <p><u>Key Focus Areas:</u></p> <p><u>Goal/Action Item:</u></p>								
<p>Amount Requested: \$6,549.00</p>	<p>Budgeted Item:</p> <table border="1" data-bbox="846 1493 1544 1549"> <tr> <td></td> <td></td> <td>No</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td></td> <td></td> </tr> </table>			No	<input checked="" type="checkbox"/>	N/A		
		No	<input checked="" type="checkbox"/>	N/A				
<p>Fund(s) or Account(s):</p>	<p>Budget Amendment Needed:</p> <table border="1" data-bbox="846 1623 1544 1680"> <tr> <td>Yes</td> <td></td> <td>No</td> <td><input checked="" type="checkbox"/></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	<input checked="" type="checkbox"/>	N/A		
Yes		No	<input checked="" type="checkbox"/>	N/A				
<p>Recommended Motion: To waive the conflict of interest pursuant to City Charter and State Law and request the Department of Housing and Urban Development for an exception approve the request of Conflict of Interest Exception for the City of Muskegon Community and Neighborhood Services Department Priority Home Repair Program.</p>								
<p>Approvals:</p>	<p>Guest(s) Invited / Presenting:</p>							

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



Visit 601 Terrace Street, Muskegon, MI 49440
Mail PO Box 786, Muskegon, MI 49443-0786
Web www.parmenterlaw.com

October 15, 2024

Ashley Briggs
Community and Neighborhood Services
City of Muskegon
933 Terrace
Muskegon, MI 49440

Re: Conflict of Interest

Dear Ms. Briggs:

You have requested our opinion as to whether a conflict of interest exists and, if so, how the conflict of interest can be waived relating to an application for a Priority Home Repair program grant from the City of Muskegon ("City"), using U.S. Department of Housing and Urban Development ("HUD") funds, by an individual who is a part-time City employee. Based on the scope of this letter, there are three (3) different applicable provisions. They are:

1. The City Charter;
2. The Contacts of Public Servants with Public Entities Act; and
3. Federal regulations concerning the use of HUD Community Development Block Grant monies ("CDBG").

As articulated below, the City Charter, State law, and Federal regulations differ as to whom is covered, the definition of a "conflict of interest" and the process to waive a "conflict of interest". As there is no uniformity as to when there is a "conflict of interest", who is covered by provisions prohibiting conflicts of interest, and no single process to waive the conflict of interest, City staff and this office evaluate "conflicts of interest" on a case-by-case basis and evaluate the facts and law.

Relevant Facts

Gwen Burton ("Ms. Burton") is a part-time employee of the City of Muskegon. Ms. Burton owns a house in the City of Muskegon. Ms. Burton has applied for the Priority Home Repair program, through the City of Muskegon Community and Neighborhood Services, to receive funds to assist in the repair/replacement of her home's roof. It is our understanding that this program is federally funded through the Department of Housing and Urban Development ("HUD") and that Ms. Burton otherwise qualifies for the Priority Home Repair program. It is further our understanding that Ms. Burton works part-time as a crossing guard and not in the City's Community and Neighborhood Services Department.

City Charter

The City Charter Chapter III, Section 11 defines “conflicts of interest” and establishes a process to waive a “conflict of interest”. The City’s Charter has a very narrow scope as to persons covered by the prohibition. The Charter provides:

No officer or employee of the city shall be directly or indirectly interested in the sale to or purchase from the city of any property or be directly or indirectly interested as principal, surety or otherwise, in any contract except his contract of employment, the expense or consideration whereof is paid under any ordinance, motion, or resolution of the commission.

Relevant to this matter, the City’s Charter would prohibit a contract where a city employee directly receives the benefit of a contract involving the City, in this case the use of CDBG funds through the City’s Priority Home Repair program to assist Ms. Burton in the repair of her roof. If the City employee, Ms. Burton, benefits from the Priority Home Repair program, then there is a “conflict of interest.”

Where a “conflict of interest” does exist pursuant to the City Charter, the City may still enter into the contract if all the following occurs:

- 1) The City Commission declares that it is in the best interest of the City to enter into the contract;
- 2) The meeting minutes reflect that entering into the contract is in the best interest of the City;¹ and
- 3) The contract is approved by unanimous vote of the members.

The phrase “unanimous vote of the members” means an affirmative vote of all of the *qualified* members. A city commissioner, whose conflict disqualifies them from voting, is deemed the same as a vacancy when determining the number of members of the City Commission. Thus, all officials, other than the conflicted member, must vote affirmatively to enter into the contract in order to meet the City Charter’s “conflict of interest” waiver requirements.

State Law

In an effort to ensure transparency in government, the Contracts of Public Servants with Public Entities Act, being MCL Section 15.320, et. seq., requires members of a public body to disclose certain financial interests they have in matters related to contracts with the public entities they serve. A “public servant” is defined as all persons serving any public entity. The “public servant” includes:

- 1) The public servant themselves;
- 2) Any unincorporated association which he or she is a partner, member, or employee;
- 3) Any private corporation of which he or she is a director, officer, or employee, or owns a certain amount of stock ownership; and
- 4) Any trust of which he or she is a beneficiary or trustee.

¹ City staff should insure that e City Commission Agenda cover sheet and minutes reflect that the City Commission is determining that approving the Priority Home Repair program grant is in the best interest of the City.

Prohibited conduct arises when a “public servant” is a party to a contract between themselves and the public entity which they serve. The Act also prohibits a public servant from taking part in the negotiations, the renegotiation or amendment of the contract, the approval of the contract or representing either party in the transaction.

As such, State law would prohibit Ms. Burton, a City employee, from benefiting from the Priority Home Repair program. Whether Ms. Burton is in a decision-making position on behalf of the City in approving the Priority Home Repair program grant is irrelevant for this analysis.

However, the City Commission may approve the Priority Home Repair program grant to Ms. Burton upon the occurrence of the following:

- 1) the public servant discloses in writing to the Mayor, seven (7) days prior to City Commission action, their interest in the issue and the value of benefits to be provided by the City;
- 2) the contract is approved by a vote of 2/3 of the full membership of the approving body without the vote of the public servant making the disclosure; and
- 3) the official body discloses a summary of the transaction in its official minutes.²

Federal Regulations

If CDBG monies are being used to fund a program or project, staff will need to decide if there is any person covered by Federal regulations prohibiting a conflict of interest involved. The Federal regulations provide that:

The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to [Community Development Block Grant (“CDBG”)] activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year *thereafter*. 24 CFR 570.611(b).

The prohibition applies to “any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds”. 24 CFR 570.611(c).

Federal regulations would prohibit an agreement between the City and a City employee as (1) the City and Ms. Burton have an employer/employee relationship; and (2) the City employee is the proposed recipient of the funds.

² City staff should ensure that the City Commission Agenda cover sheet and minutes reflect a summary of the Priority Home Repair program grant and Ms. Burton’s relationship with the City.

HUD may waive the conflict of interest if:

- 1) the person provides a detailed description of the nature of the conflict of interest in writing. The notice should describe the role of the person in the city government, the role the person has with the person or entity seeking Federal funds, and whether the person benefits, directly or indirectly, from the proposed contract;
- 2) there has been public disclosure of the conflict of interest. The disclosure should be posted consistent with the method of providing notice of the City Commission meetings as well as posting the notice on the City's website, Facebook page and any other social media sites. Disclosure should also occur at the public meeting, both included in the cover sheet and verbal disclosure in the meeting, of the HUD guidelines and the nature of the conflict;
- 3) the minutes of the meeting where the City Commission approves the contract should reflect the HUD guidelines, a detailed description of the conflict, and recusal of the person in the process, and if it is the Mayor or a Commissioner the minutes should reflect the recusal;³
- 4) the City attorney opines that the interest for which the exception is sought would not violate State or local law;⁴ and
- 5) City staff submits a written request to HUD that explains the following:
 - a) the public disclosure of the conflict of interest;
 - b) the method through which the public disclosure of the conflict of interest was made; and
 - c) how granting the exception will serve to further the purposes of the Act and the effective and efficient administration of the participating jurisdiction's program or project.

HUD may grant an exception to the provisions *on a case-by-case basis* when it determines that the exception will serve to further the purposes of the Act and the effective and efficient administration of the participating jurisdiction's program or project. 24 CFR 570.611(d).

If you have any questions, please feel free to contact me.

Very truly yours,



John C. Schrier
Shareholder



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Direct F: (231) 722-5501
Email: john@parmenterlaw.com

c: Ann Marie Meisch

³ City staff should ensure that the City Commission Agenda cover sheet and minutes reflect the HUD guidelines and a description of the conflict.

⁴ We are prepared to issue an opinion letter, subject to prior action of the City Commission, that the granting of a Priority Home Repair program grant to Ms. Burton will violate State or City laws, but can be waived.

October 15, 2024

To: Honorable Mayor Ken Johnson
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest as an employee of the City of Muskegon as a school crossing guard. As an employee of the City of Muskegon, I am seeking benefits from the funds that are made available to the city and its programs through its partnership with CDBG that improves affordable housing.

This letter is written to request consideration for my application for a new roof through the Community Neighborhood Services CDBG Program. I am seeking \$6,549 for a new roof for my home that is located in the City of Muskegon.

I have been a City employee for 25 years as a part-time crossing guard. I love living and working in Muskegon. I have lived in my home for three – four years.

Thank you for your consideration.

Sincerely,

 10/15/24
Gwen Burton