

CITY OF MUSKEGON

DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY MEETING

**November 10, 2025 @ 10:30 AM
MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

AGENDA

- CALL TO ORDER:**
- ROLL CALL:**
- APPROVAL OF MINUTES:**
 - I. **Approval of the minutes from the regular meeting of September 9, 2025**
Economic Development
- PUBLIC COMMENT ON AGENDA ITEMS:**
- NEW BUSINESS:**
 - I. **BRA AGENDA ITEM: Brownfield Plan Amendment #1 - Harbor 31 Hotel, Lakeshore Hotel Partners, LLC** Economic Development
 - II. **BRA AGENDA ITEM: Harbor 31 Development and Reimbursement Agreement** Economic Development
 - III. **DDA AGENDA ITEM: Acceptance of Financial Report for September 30, 2025** Economic Development
 - IV. **DDA AGENDA ITEM: Acceptance of Financial Report for October 31, 2025** Economic Development
 - V. **DDA AGENDA ITEM: GLOW SPONSORSHIP for Holiday Lights** Economic Development
 - VI. **DDA AGENDA ITEM: Board and Commission Attendance Policy Reminder** Economic Development
 - VII. **DDA AGENDA ITEM: Snow Removal Contract — K&E Outdoor**

Management Economic Development

- UNFINISHED BUSINESS:**
- ANY OTHER BUSINESS:**
- ADJOURNMENT:**

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



City of Muskegon

Downtown Development Authority

Brownfield Development Authority

September 9, 2025

Minutes

M. Bottomley called the meeting to order at 10:31AM and roll call was taken:

I. Present: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore, J. Seyferth arrived at 10:57

Absent: B. Tarrant, H. Sytsema (E), J. Wallace, Jr, K. Thornton (E),

Others Present: J. Belka, J. Canale (Lakeview Lofts) J. Stevens I. Gonzalez, M. Franzak, W. Webster

II. Approval of minutes from 8/12/25 – M. Kleaveland made a motion to approve the minutes from 8/12/25 and supported by K. Reid. All in favor.

III. Public comments on agenda items – None

IV. BRA agenda items

A. Brownfield Plan Amendment: City of Muskegon Infill Housing Program – Mike Franzak Brief Summary - The City of Muskegon has been utilizing Brownfield TIF to recapture eligible activities on infill housing in neighborhoods for several years, and is considered a statewide leader in neighborhood infill and reinvestment. The document that allows us to utilize TIF as the approved Scattered Site Infill Housing Plan Amendment.

This 5th Amendment to the City of Muskegon Scattered Site Infill Housing Brownfield Plan adds 71 vacant residential lots and removes Froebel School from the plan. Froebel is being redeveloped as a LIHTC apartment complex and does not make sense for the scattered site housing TIF. In previous amendments we have removed other city owned large format sites such as 1095 Third Street and 880 First Street as they had projects come up. This should be the last amendment for several years as we finish infilling lots under public control. From there, staff will focus on property acquisition of the remaining 500 +/- privately held vacant buildable lots in our neighborhoods, which could require further amendments. B. Hastings made a motion to approve the City of Muskegon Scattered Site Infill Housing Brownfield Amendment as presented. Supported by K. Reid. Roll call was taken:

Ayes: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore

Nays: None

B. Lakeview Lofts II Development Reimbursement Agreement – Detailed Summary & Background - This draft Development and Reimbursement Agreement between the BRA, City, and Developer runs until 2056, or until all eligible activities are repaid with TIF capture. One difference between the MSHDA Housing TIF approved plans and a traditional “local only” plan is that the developer’s TIF revenue is shared by the State Brownfield Revolving Fund in the amount of half of the State Education Tax millage rate. This is done by the treasurer and will not impact the BRA. The BRA is slated to receive it’s 5 years of capture at the end of the TIF



reimbursement to the developer. Once this is approved, LVL II has satisfied the conditions set by MSHDA for final approval of their Housing TIF. Jared Belka, Josh Canale were present. Lots were consolidated and the address will be changed. Hoping to break ground early October. K. Reid made a motion to approve the Development and Reimbursement Agreement as presented and to authorize the Chair to sign. Supported by J. Moore. Roll call was taken: Ayes: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore Nays: None

C. 1700 Oak Development Reimbursement Agreement – I. Gonzalez

Detailed Summary & Background: Krimson Development, DBA Muskegon Central Park, LLC, has received conditional approval from MSHDA for their Housing TIF and now require a Development and Reimbursement Agreement for the Brownfield Plan Amendment that was approved by this board in February, 2025. This draft Development and Reimbursement Agreement between the BRA, City, and Developer runs until 2049, or until all eligible activities are repaid with TIF capture. One difference between the MSHDA Housing TIF approved plans and a traditional “local only” plan is that the developer’s TIF revenue is shared by the State Brownfield Revolving Fund in the amount of half of the State Education Tax millage rate. This is done by the treasurer and will not impact the BRA. The BRA is slated to receive it’s 5 years of capture at the end of the TIF reimbursement to the developer. Once this is approved, Krimson Development has satisfied the conditions set by MSHDA for final approval of their Housing TIF. J. Dornbos made a motion to approve the Development and Reimbursement Agreement as presented and to authorize the Chair to sign. Supported by S. Black. Roll call was taken: Ayes: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore Nays: None

V. DDA agenda items- Isabela Gonzalez

A. Acceptance of Financial Report 8/31/2025 – City staff is requesting approval of the financial report ending August 31, 2025. The current projected fund balance is \$460,986.12, with no unexpected changes to the budget. The report includes expenses for the sponsorship for Girlfriends Getaway Weekend, DDA seasonal workers, Parties in the Park music sponsorship, and Barry’s Greenhouse downtown landscaping contract. Please note that this fund balance is subject to change as additional revenue and expenses are received and processed. K. Reid made a motion to approve the August 31, 2025 financial report as presented. Supported by J. Moore. Roll call was taken: Ayes: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore Nays: None

B. S & S Properties Façade Grant - S&S Properties is requesting a façade grant in the amount of \$25,000 for their properties located on 173, 175, & 177 Clay Ave. K. Reid made a motion to approve the DDA façade grant for S&S Properties up to \$25,000. Supported by J. Moore. Roll call was taken: J. Stevens was present and shared with group pictures Ayes: K. Reid, M. Kleaveland, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, S. Black, J. Moore, J. Seyferth Nays: None

C. Girlfriends Getaway Weekend Update – Discussion only. Brief Summary: At the July 2025 meeting, the DDA approved a \$5,000 sponsorship for Girlfriends Getaway Weekend, which includes a sponsorship table that may be offered to a Chalet vendor, with final selection due by mid-September. Additional benefits include participation in the wreath workshop (names due in October) and tickets to the



Michigan Makers Market. Will communicate with Chalet vendors and a random K. Reid motioned to give away booth space randomly to one chalet vendor and all remaining wreath classes outside the DDA that are signed up for to be given away to city staff. S.Black supported. All in favor.

VI. Adjournment at 11:05 AM



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: BRA AGENDA ITEM: Brownfield Plan Amendment #1 - Harbor 31 Hotel, Lakeshore Hotel Partners, LLC
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: Harbor 31 Hotel is requesting approval of Brownfield Plan Amendment #1. This amendment includes the addition of state school tax capture for reimbursement of costs associated with Michigan Strategic Fund (MSF) eligible activities.	
Detailed Summary & Background: Harbor 31 Hotel is requesting approval of Brownfield Plan Amendment #1. The Brownfield Redevelopment Authority (BRA) approved the original Brownfield Plan on December 10, 2024, and the City Commission granted final approval on the same date. Amendment No. 1 includes the addition of state school tax capture for reimbursement of costs associated with Michigan Strategic Fund (MSF) eligible activities. The amendment adds \$15,000 for plan preparation, increases contingency by \$1,500 due to the addition of plan preparation costs, and reflects a decrease in interest from \$770,742 to \$533,328, resulting in a total reduction of \$237,414. The 2.99-acre development will consist of a five-story hotel with 126 rooms. The project will include two meeting rooms, an indoor pool, fitness center, restaurant, and a bar with outdoor dining and patio space. The estimated total investment is approximately \$28.8 million and is expected to create approximately 35 full-time jobs. Construction is anticipated to begin in the winter of 2026 and be completed in the fall of 2027. The hotel will be part of the larger 31-acre Harbor 31 mixed-use community. The Brownfield Plan is anticipated to remain in effect for up to 25 years, or until all eligible activities have been reimbursed. The final five years of the plan will allow for capture by the Local Brownfield Revolving Fund (LBRF). The total estimated cost of eligible activities is approximately \$2.2 million, with an estimated \$927,000 allocated to LBRF capture.	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Progress toward new and ongoing economic development projects	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: The Brownfield Plan was amended to include capture of the state school tax.	

Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 20%;"></td> </tr> </table>	Yes		No	N/A	
Yes		No	N/A			

Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 20%;"></td> </tr> </table>	Yes		No	N/A	
Yes		No	N/A			

Recommended Motion:
 I move to approve/disapprove the resolution for Brownfield Plan Amendment #1 for the Harbor 31 Hotel and further request staff to set a public hearing before the Muskegon City Commission to consider adoption of the amended plan.

Approvals: <table border="1" style="width: 100%;"> <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			Name the Policy/Ordinance Followed: Act 381, Public Acts of Michigan, 1996, as amended
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Amendment #1 to the Act 381 Brownfield Plan Amendment

**Harbor 31 Hotel
181 and 201 Viridian Drive
Muskegon, Michigan 49440**

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

**Act 381 Brownfield Plan Amendment Date: October 30, 2024
Amendment #1 Date: October 6, 2025
Project No. 240340**

**BPA Recommended for Approval by Brownfield Redevelopment Authority on: December 10, 2024
BPA Adopted by the City of Muskegon City Commission on: December 10, 2024**

**Amendment #1 Recommended for Approval by Brownfield Redevelopment Authority on: _____
Amendment #1 Adopted by the City of Muskegon City Commission on: _____**

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- Appendix 4 Notice of Public Hearing
- Appendix 5 Environmental Data Tables and Map

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Muskegon Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment
BPA	Brownfield Plan Amendment
DDCC	Documentation of Due Care Compliance
Developer	Lakeshore Hotel Partners, LLC
ESA	Environmental Site Assessment
EGLE	Michigan Department of Environment, Great Lakes, and Energy
LBRF	Local Brownfield Revolving Fund
MSF	Michigan Strategic Fund
NREPA	Natural Resources and Environmental Protect Act
PA	Public Act
Plan Amendment	Brownfield Plan Amendment
Property	181 and 201 Viridian Drive
QLGU	Qualified Local Governmental Unit

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the “Authority”) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of an eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

On December 10, 2024, the City of Muskegon (the “City”) approved a Brownfield Plan Amendment (BPA) to incorporate 181 and 201 Viridian Drive, Muskegon, Michigan (the “Property”) into the City’s existing Brownfield Plan. The BPA detailed redevelopment plans for the construction of a hotel on the Property, including eligible activity costs and related reimbursement through local-only tax increment financing.

This first amendment to the BPA has been prepared to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities. See Attachment A for copies of amended BPA resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer is proposing to redevelop the Harbor 31 Element Hotel located at 181 and 201 Viridian Drive. The proposed redevelopment activities for “Element Muskegon” include the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining. The total amount of project investment is estimated to be \$28,800,000 with 30–35 full-time equivalent jobs created as a result of this development. Construction is expected to start in winter 2026 and be completed by fall 2027. The proposed site plan is included in Figure 2.

This project serves a public purpose in the City of Muskegon, a Qualified Local Governmental Unit (QLGU), expanding the tax base, investing significant capital into the community, and creating new jobs. Within walking distance from both Muskegon Lake and Downtown Muskegon’s Social District, the Element Muskegon will be a key part of the 31-acre lakefront Harbor 31 master-planned community, which includes homes, townhomes, apartments, senior living, office space, and a marina for residents and visitors. There is no existing hotel or hotel in development on this level of service within the region, so it will draw both community members and national visitors looking to visit this region and Lake Michigan.

1.2 Eligible Property Information

Parcel ID: 61-24-607-000-0007-00
181 Viridian Drive, Muskegon, Michigan 49440
Approximately 0.99 acres

Parcel ID: 61-24-607-000-0006-00
201 Viridian Drive, Muskegon, Michigan 49440
Approximately 2.0 acres

The property is located in the City of Muskegon, a QLGU pursuant to Act 381.

The Property has been historically utilized for industrial purposes dating back to the 1800s. Based on historical environmental investigations conducted over the past 25 years, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria include benzo(a)pyrene, fluoranthene, naphthalene, phenanthrene, arsenic, cadmium, chromium (total), copper, lead, selenium, zinc, and nickel.

The Developer is not a liable party and is in the process of completing a Phase I Environmental Site Assessment (ESA) and a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA), which will be completed when they acquire the property.

Given the known soil contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Appendix 5.

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

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

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the Developer. Tax increment revenues will be captured for reimbursement from local-only tax increment revenues.

The total cost of eligible activities anticipated to be reimbursed to the Developer, inclusive of contingencies, is anticipated to be \$2,171,878. Authority administrative costs are anticipated to be up to \$274,380. While all activities are eligible, as defined in Act 381, the estimated eligible activities and costs under this plan are summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to \$926,988.

2.1.1 Pre-Approved Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to Plan Amendment adoption. Preparation of Phase I and II ESA(s), BEA, and Documentation of Due Care Compliance (DDCC) are necessary to protect the new Property owner/Developer from liability for environmental contamination. Additional due care assessment and/or planning activities are anticipated including, but not limited to, the preparation of a soil management plan and health and safety plan. The total cost is anticipated to be \$20,000.

The total Pre-Approved Activities cost is \$20,000.

2.1.2 Department Specific Activities

Due care activities will include additional investigative sampling and implementation of vapor concerns. Due care costs will include environmental consultant oversight and management. If needed, engineering barriers, including site concrete and paving, are anticipated to cost \$160,000, a vapor mitigation system is anticipated to cost \$160,000, and contaminated soil removal and disposal is anticipated to cost \$50,000, totaling \$370,000.

2.1.3 Site Demolition

Limited site demolition activities will be conducted including but not limited to removal of curb cuts, and sidewalks. Total site demolition is anticipated at \$10,000.

2.1.4 Site Preparation

Site preparation activities are anticipated to include clearing and grubbing (\$5,000), cut and fill operations (\$5,000), dewatering (\$30,000), excavation of unstable material (\$60,000), fill (\$71,000), foundation work/helical piers to address special soil concerns (\$620,000), staking (\$30,000), temporary construction access/roads (\$6,000), temporary erosion control (\$8,000), temporary site control (\$12,000), and associated soft costs (\$150,000). The total cost of site preparation activities is anticipated to be \$997,000.

2.1.5 Brownfield Plan/Work Plan Preparation

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

2.1.6 Brownfield Plan/Work Plan Implementation

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

2.1.7 Interest

A 5% simple interest calculation is anticipated on the total costs annually. The total cost is anticipated to be \$533,328.

2.1.8 Contingency

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction.

The total non-environmental contingency cost is anticipated at \$151,050.

The total Local-Only contingency cost is anticipated at \$55,500.

2.1.9 Authority Administration Cost

Eligible costs incurred by the Authority are included in this plan as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$274,380.

2.1.10 Local Brownfield Revolving Fund

The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years, or as allowed by the statute. This capture is estimated to be up to \$926,988.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs, department specific activities and interest are anticipated to be reimbursed through a Brownfield Plan State and Local tax increment revenues.

Non-Environmental Activities

Because the City of Muskegon is a QLGU, additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. While all eligible activities as defined by Act 381 are eligible, this plan is estimated to provide reimbursement of eligible site demolition, site preparation, development of the Brownfield Plan costs and interest. These costs will be reimbursed with state and local-only (interest) tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the Authority are included as a flat fee of 10% of local tax capture. Administration expenses will be reimbursed with local tax increment revenues only.

Contingencies

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The plan does not include a contingency on pre-approved activities or the preparation of the Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 combined taxable value, \$200,800. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in Winter/Spring 2026 and be completed by Fall 2027. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2027.

Future taxable value estimates have been derived using the redevelopment information provided by the Developer and reviewing market comparables. After the completion of the project, the projected taxable value is estimated at \$5,000,000. In addition to tax increment financing, a Public Act 255 Commercial Redevelopment Act Tax Abatement is being pursued for this development for an estimated 12 years. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities. The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years. The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

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

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

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2028. This plan will then remain in place for 21 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities or 30 years), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

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

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

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

A map showing the eligible property dimensions is attached in Figure 1.

The legal descriptions for the parcels are as follows:

Parcel ID No.: 61-24-607-000-0007-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT G FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

Parcel ID No.: 61-24-607-000-0006-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT F FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

The property is located in the City of Muskegon, a QLGU pursuant to Act 381. The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of “facility.” This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

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

2.10 Plan for Relocation of Displaced Persons

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

2.11 Provisions for Relocation Costs

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

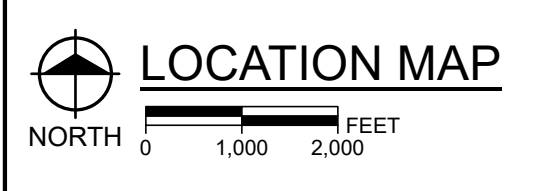
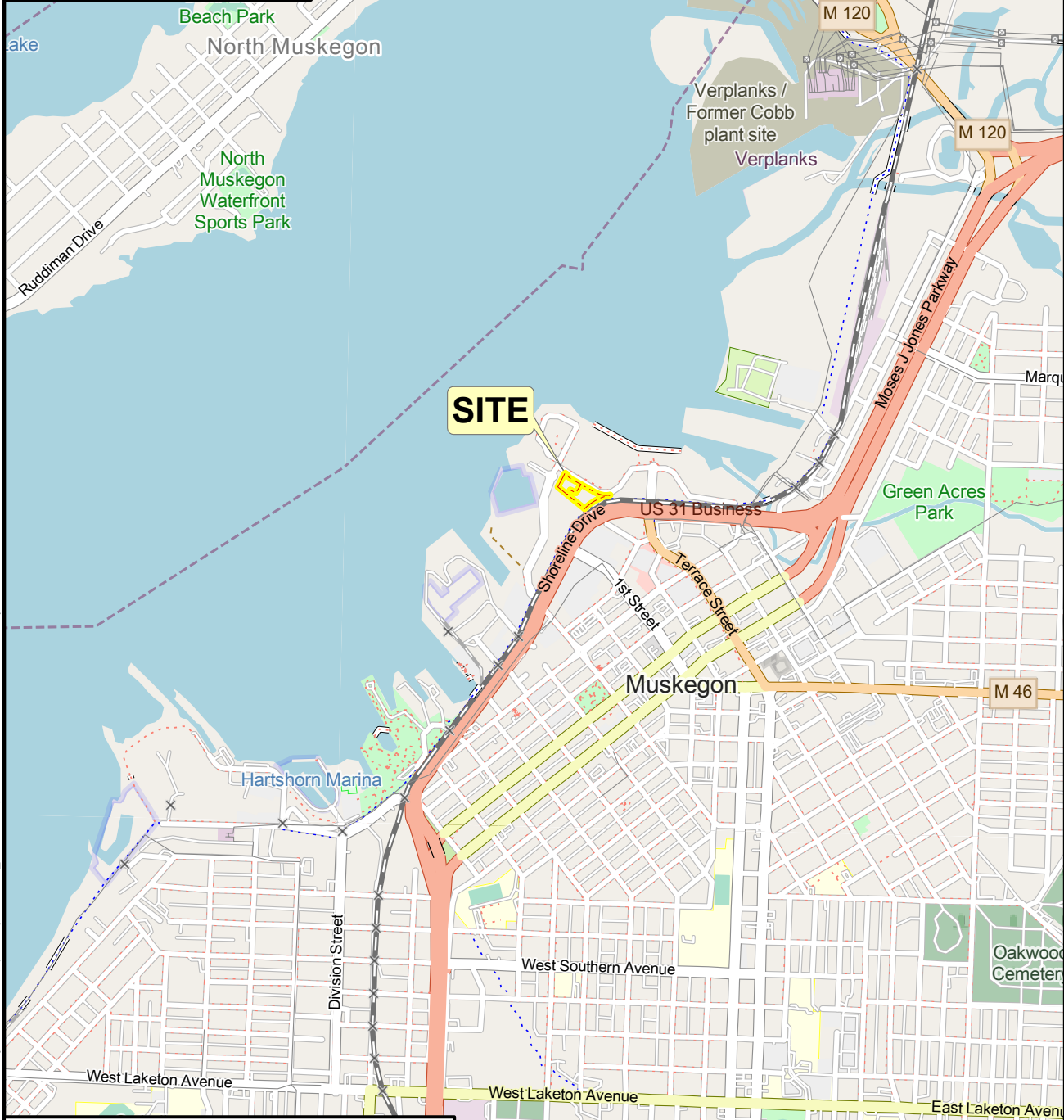
2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

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

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figures



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


201 & 181 Viridian Drive
Muskegon, Michigan
Brownfield Plan

PROJECT NO.
240340

FIGURE NO.
1

PLOT INFO: Z:\2024\240340\CAD\GIS\Pro\Proj\Brownfield Plan.aprx Layout: FIG01_Location Map Date: 6/11/2024 11:32 AM User: ebuyc

LEGEND

 Approximate Property Boundary

fishbeck
Engineers | Architects | Scientists | Constructors

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

**Muskegon
Innovation Hub
at Grand Valley
State
University**

Viridian Dr

61-24-607-000-0006-00

61-24-607-000-0007-00

Viridian Dr

C and O Railroad

Shoreline Dr

Shoreline Dr

Terrace Plaza Ct

Terrace Point Rd

201 & 181 Viridian Drive

Muskegon, Michigan

Brownfield Plan

PROJECT NO.
240340

FIGURE NO.

2

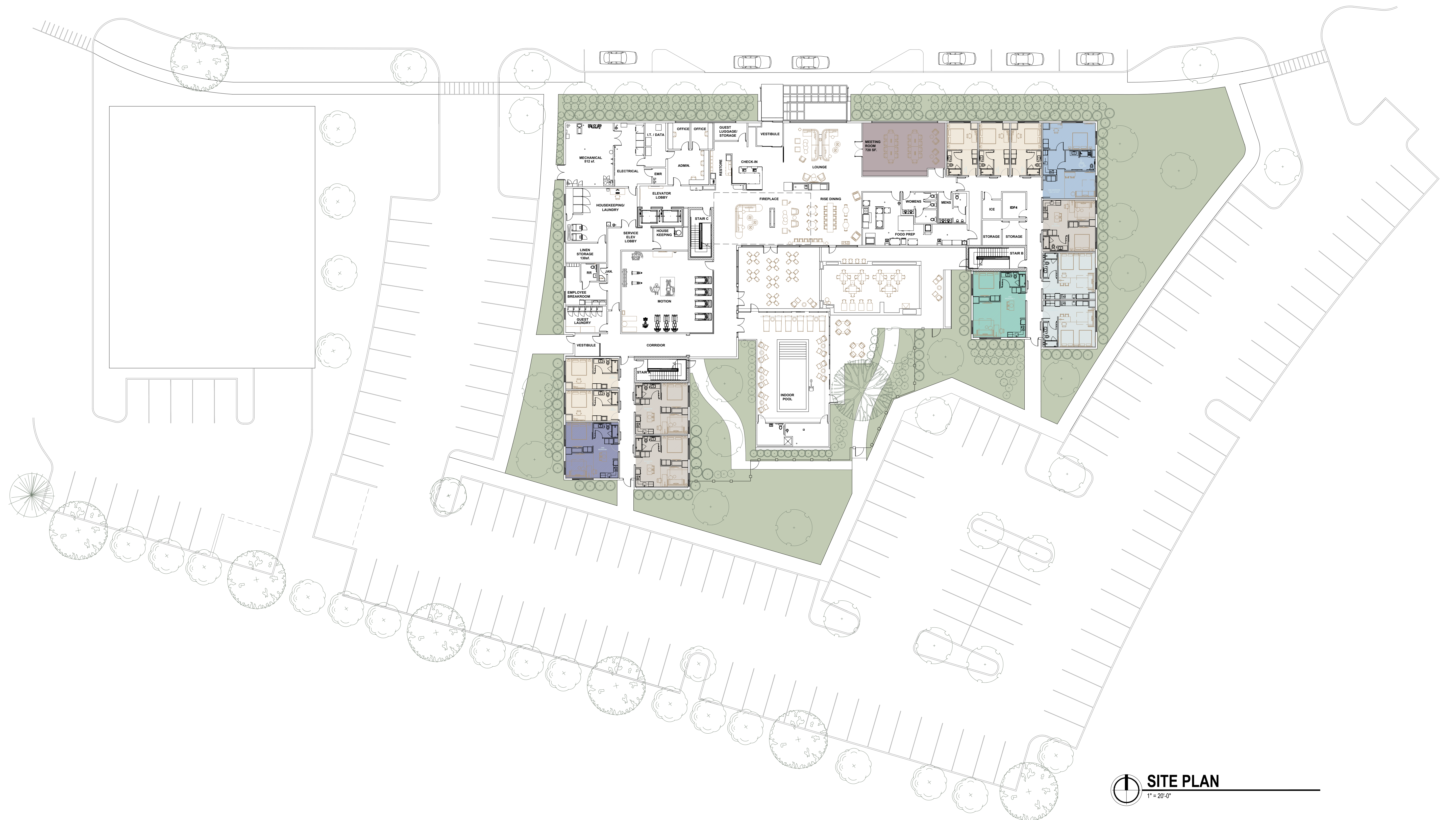


SITE MAP

NORTH 0 75 150 FEET

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

PLOT INFO: Z:\2024\240340\CAD\GIS\ProProj\Brownfield Plan.aprx Layout: FIG02_Site Map Date: 6/11/2024 11:32 AM User: ebuycs

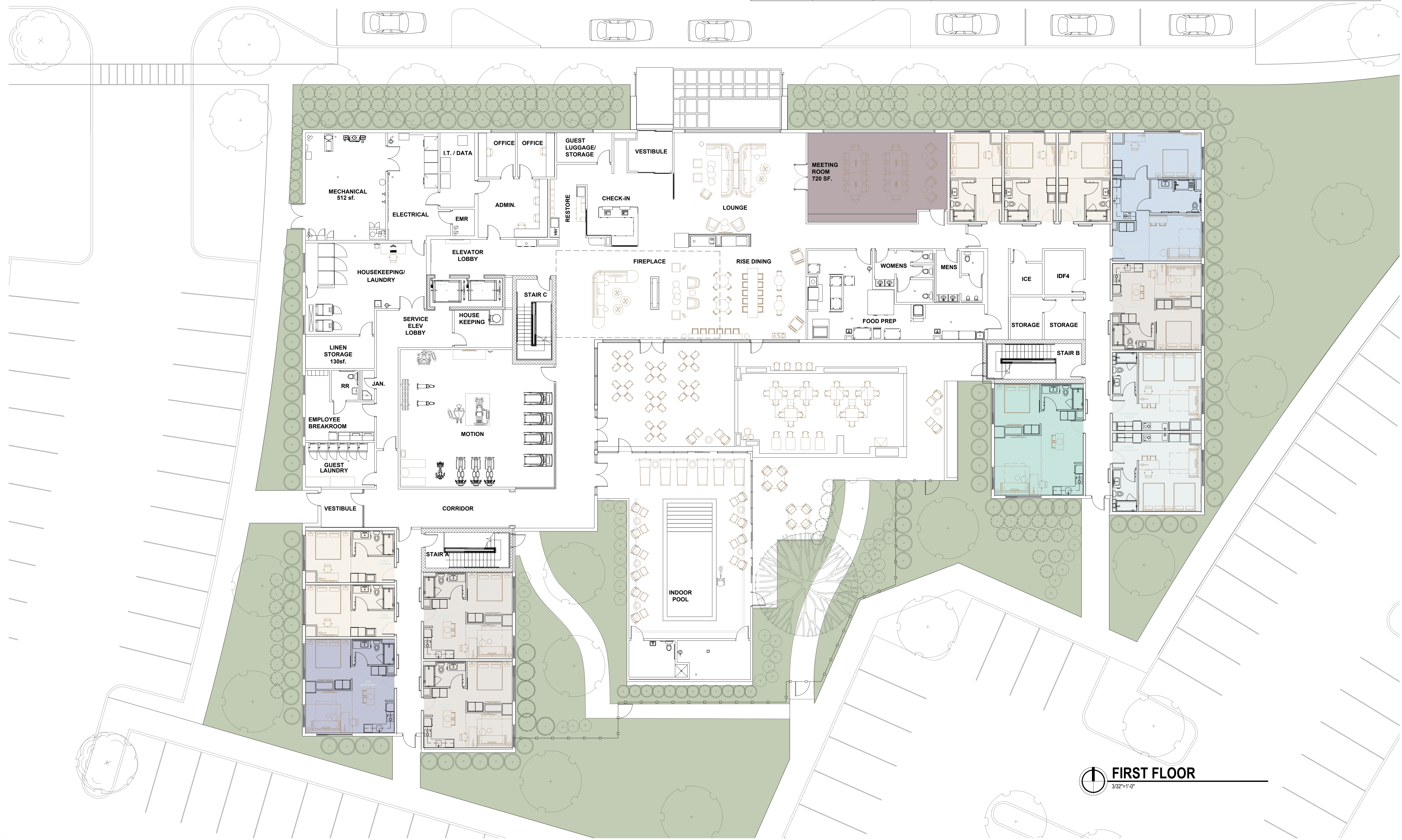


SITE PLAN
1" = 20'-0"

REVIEW	• 12.11.23
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DRAWN BY:	• DLI
CHECKED:	• DSH

Room Type Summary								
	Standard King	Studio King	Studio Queen/Queen	One Bedroom	One Bedroom ADA	Common King	Conference Suite	Total Rooms
First Floor	0	0	2	5	1	5	0	13
Second floor	6	1	6	9	1	6	1	30
Third floor	7	1	6	10	1	6	1	32
Fourth floor	7	1	6	10	1	6	1	32
Fifth floor	4	0	6	4	1	4	0	19
Total	24	3	26	38	5	30	3	126
Extended Stay	75	58%						
Standard	54	42%						

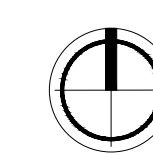
PARKING SUMMARY		
LODGING	(1 PER ROOM)	129 SPACES
1ST FLOOR OFFICE/RETAIL (1,176 SF.)	(1 PER 500SF.)	3 SPACES
5TH FLOOR OFFICE/RETAIL (6,938 SF.)	(1 PER 500SF.)	13 SPACES
		146 SPACES



FIRST FLOOR
3/32"=1'-0"

REVIEW	• 12.11.23
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DRAWN BY:	• DLJ
CHECKED:	• DSH




THIRD FLOOR
 3/32"=1'-0"

REVIEW	• 12.11.23
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DRAWN BY:	• DLI
CHECKED:	• DSH



FIFTH FLOOR
 3/32"=1'-0"

REVIEW	• 12.11.23
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DRAWN BY:	• DLU
CHECKED:	• DSH



NORTH ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



WEST ELEVATION

11.22.23



element
BY WESTIN

ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



EAST ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



SOUTH ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Harbor 31 Hotel

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Site Assessment and Baseline Environmental Assessment Activities	\$ 20,000	
<i>Phase I ESA, Phase II ESA, BEA, DDCC</i>	\$ 20,000	Fall 2025
EGLE Eligible Activities Subtotal	\$ 20,000	
EGLE Eligible Activities Total Costs	\$ 20,000	

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$ 997,000	
<i>Clearing and Grubbing</i>	\$ 5,000	Spring 2026
<i>Cut & Fill Operations</i>	\$ 5,000	Spring 2026
<i>Dewatering</i>	\$ 30,000	Spring 2026
<i>Excavation of Unstable Material</i>	\$ 60,000	Spring 2026
<i>Fill</i>	\$ 71,000	Spring 2026
<i>Foundation Work to Address Special Soil Concerns (Helical Piers)</i>	\$ 620,000	Spring 2026
<i>Staking</i>	\$ 30,000	Spring 2026
<i>Temporary Construction Access/Roads</i>	\$ 6,000	Spring 2026
<i>Temporary Erosion Control</i>	\$ 8,000	Spring 2026
<i>Temporary Site Control</i>	\$ 12,000	Spring 2026
<i>Soft Costs (architectural, engineering)</i>	\$ 150,000	Spring 2026
Demolition	\$ 10,000	
<i>Site Demolition</i>	\$ 10,000	Spring 2026
MEDC Eligible Activities Subtotal	\$ 1,007,000	
Contingency (15%)	\$ 151,050	
Brownfield Plan/Work Plan Preparation	\$ 15,000	
MEDC Eligible Activities Total Costs	\$ 1,173,050	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Due Care Activities	\$ 370,000	
<i>Engineered Barriers</i>	\$ 160,000	Summer /Fall 2026
<i>Vapor Intrusion Mitigation System</i>	\$ 160,000	Summer /Fall 2026
<i>Contaminated Soil Removal and Disposal</i>	\$ 50,000	Summer /Fall 2026
Local Only Eligible Activities Subtotal	\$ 370,000	
Contingency (15%)	\$ 55,500	
Interest Expense (5%)	\$ 533,328	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
Local Only Eligible Activities Total Costs	\$ 978,828	

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

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

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Totals	
Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048		
*Base Taxable Value	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ -
Future Taxable Value	\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 5,520,404	\$ 5,630,812	\$ 5,743,428	\$ 5,858,297	\$ 5,975,463	\$ 6,094,972	\$ 6,216,872	\$ 6,341,209	\$ 6,468,033	\$ 6,597,394	\$ 6,729,342	\$ 6,863,929	\$ 7,001,207	\$ 7,141,231	\$ 7,284,056	\$ 7,429,737	\$ -	\$ -
Incremental Difference (New TV - Base TV)	\$ 4,799,200	\$ 4,899,200	\$ 5,001,200	\$ 5,105,240	\$ 5,211,361	\$ 5,319,604	\$ 5,430,012	\$ 5,542,628	\$ 5,657,497	\$ 5,774,663	\$ 5,894,172	\$ 6,016,072	\$ 6,140,409	\$ 6,267,233	\$ 6,396,594	\$ 6,528,542	\$ 6,663,129	\$ 6,800,407	\$ 6,940,431	\$ 7,083,256	\$ 7,228,937	\$ -	\$ -
School Capture																							
Millage Rate																							
School Operating	\$ 18,000	\$ 43,193	\$ 44,093	\$ 45,011	\$ 45,947	\$ 46,902	\$ 47,876	\$ 48,870	\$ 49,884	\$ 50,917	\$ 51,972	\$ 53,048	\$ 54,145	\$ 55,272	\$ 56,429	\$ 57,617	\$ 58,836	\$ 60,087	\$ 61,379	\$ 62,712	\$ 64,087	\$ 65,504	\$ 1,662,739
State Education Tax (SET)	\$ 6,000	\$ 28,795	\$ 29,395	\$ 30,007	\$ 30,631	\$ 31,268	\$ 31,918	\$ 32,580	\$ 33,256	\$ 33,945	\$ 34,648	\$ 35,365	\$ 36,096	\$ 36,842	\$ 37,603	\$ 38,380	\$ 39,171	\$ 39,979	\$ 40,802	\$ 41,643	\$ 42,500	\$ 43,374	\$ 748,199
School Total	\$ 24,000	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ 92,117	\$ 94,039	\$ 96,007	\$ 98,029	\$ 100,109	\$ 102,249	\$ 104,450	\$ 106,714	\$ 109,043	\$ 2,410,937
Local Capture																							
Millage Rate																							
County Operating	\$ 5,5637	\$ 13,351	\$ 13,629	\$ 13,913	\$ 14,202	\$ 14,497	\$ 14,798	\$ 15,105	\$ 15,419	\$ 15,738	\$ 16,064	\$ 16,397	\$ 16,736	\$ 17,080	\$ 17,429	\$ 17,784	\$ 18,144	\$ 18,509	\$ 18,875	\$ 19,245	\$ 19,619	\$ 20,000	\$ 513,943
County Museum	\$ 0,3169	\$ 760	\$ 776	\$ 792	\$ 809	\$ 826	\$ 843	\$ 860	\$ 878	\$ 896	\$ 915	\$ 934	\$ 953	\$ 973	\$ 994	\$ 1,016	\$ 1,038	\$ 1,061	\$ 1,084	\$ 1,107	\$ 1,131	\$ 1,155	\$ 29,273
County Veterans	\$ 0,0739	\$ 177	\$ 181	\$ 185	\$ 189	\$ 193	\$ 197	\$ 201	\$ 205	\$ 209	\$ 213	\$ 218	\$ 222	\$ 227	\$ 231	\$ 236	\$ 240	\$ 245	\$ 249	\$ 254	\$ 259	\$ 264	\$ 6,826
Senior Citizen Services	\$ 0,4921	\$ 1,181	\$ 1,205	\$ 1,231	\$ 1,256	\$ 1,282	\$ 1,309	\$ 1,336	\$ 1,364	\$ 1,392	\$ 1,421	\$ 1,450	\$ 1,480	\$ 1,510	\$ 1,541	\$ 1,572	\$ 1,604	\$ 1,636	\$ 1,669	\$ 1,702	\$ 1,736	\$ 1,770	\$ 45,457
Central Dispatch	\$ 0,2952	\$ 708	\$ 723	\$ 738	\$ 754	\$ 769	\$ 785	\$ 801	\$ 818	\$ 835	\$ 852	\$ 870	\$ 888	\$ 906	\$ 924	\$ 943	\$ 962	\$ 981	\$ 1,000	\$ 1,020	\$ 1,040	\$ 1,060	\$ 27,269
Community College	\$ 2,1693	\$ 5,205	\$ 5,314	\$ 5,425	\$ 5,537	\$ 5,653	\$ 5,770	\$ 5,890	\$ 6,012	\$ 6,136	\$ 6,263	\$ 6,393	\$ 6,525	\$ 6,660	\$ 6,796	\$ 6,935	\$ 7,076	\$ 7,219	\$ 7,364	\$ 7,511	\$ 7,660	\$ 7,810	\$ 200,388
MAISD	\$ 4,6773	\$ 11,224	\$ 11,458	\$ 11,696	\$ 11,939	\$ 12,188	\$ 12,441	\$ 12,699	\$ 12,962	\$ 13,231	\$ 13,505	\$ 13,784	\$ 14,069	\$ 14,359	\$ 14,654	\$ 14,954	\$ 15,259	\$ 15,569	\$ 15,884	\$ 16,204	\$ 16,529	\$ 16,859	\$ 432,063
City Operating	\$ 9,8554	\$ 23,649	\$ 24,142	\$ 24,644	\$ 25,157	\$ 25,680	\$ 26,213	\$ 26,757	\$ 27,312	\$ 27,878	\$ 28,456	\$ 29,045	\$ 29,645	\$ 30,256	\$ 30,878	\$ 31,501	\$ 32,135	\$ 32,780	\$ 33,436	\$ 34,103	\$ 34,781	\$ 35,470	\$ 910,386
City Sanitation	\$ 2,9364	\$ 7,046	\$ 7,193	\$ 7,343	\$ 7,496	\$ 7,651	\$ 7,810	\$ 7,972	\$ 8,138	\$ 8,306	\$ 8,478	\$ 8,654	\$ 8,833	\$ 9,015	\$ 9,200	\$ 9,387	\$ 9,576	\$ 9,768	\$ 9,962	\$ 10,159	\$ 10,359	\$ 10,561	\$ 271,248
Hackley Library	\$ 2,3516	\$ 5,643	\$ 5,760	\$ 5,880	\$ 6,003	\$ 6,128	\$ 6,255	\$ 6,385	\$ 6,517	\$ 6,652	\$ 6,790	\$ 6,930	\$ 7,074	\$ 7,221	\$ 7,371	\$ 7,523	\$ 7,677	\$ 7,833	\$ 7,991	\$ 8,151	\$ 8,313	\$ 8,477	\$ 217,228
MPS Sinking	\$ 0,9712	\$ 2,330	\$ 2,379	\$ 2,429	\$ 2,479	\$ 2,531	\$ 2,583	\$ 2,637	\$ 2,692	\$ 2,747	\$ 2,804	\$ 2,862	\$ 2,921	\$ 2,981	\$ 3,042	\$ 3,104	\$ 3,167	\$ 3,231	\$ 3,296	\$ 3,362	\$ 3,429	\$ 3,497	\$ 89,714
Local Total	\$ 29,7030	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 91,194	\$ 93,076	\$ 94,994	\$ 96,948	\$ 98,939	\$ 100,967	\$ 103,032	\$ 105,135	\$ 107,277	\$ 2,743,796
Non-Capturable Millages																							
Millage Rate																							
Community College Debt	\$ 0,2700	\$ 648	\$ 661	\$ 675	\$ 689	\$ 704	\$ 718	\$ 733	\$ 748	\$ 764	\$ 780	\$ 796	\$ 812	\$ 829	\$ 846	\$ 863	\$ 880	\$ 898	\$ 916	\$ 934	\$ 953	\$ 971	\$ 24,941
Hackley Debt	\$ 0,4999	\$ 1,200	\$ 1,225	\$ 1,250	\$ 1,276	\$ 1,303	\$ 1,330	\$ 1,357	\$ 1,385	\$ 1,414	\$ 1,443	\$ 1,473	\$ 1,504	\$ 1,535	\$ 1,567	\$ 1,600	\$ 1,633	\$ 1,667	\$ 1,701	\$ 1,736	\$ 1,771	\$ 1,807	\$ 46,178
MPS Debt (2020 & 2021)	\$ 7,7500	\$ 18,597	\$ 18,984	\$ 19,380	\$ 19,783	\$ 20,194	\$ 20,613	\$ 21,041	\$ 21,478	\$ 21,923	\$ 22,377	\$ 22,840	\$ 23,312	\$ 23,793	\$ 24,283	\$ 24,781	\$ 25,288	\$ 25,804	\$ 26,329	\$ 26,863	\$ 27,406	\$ 27,958	\$ 715,901
Non-Capturable Total	\$ 8,5199	\$ 20,444	\$ 20,870	\$ 21,305	\$ 21,748	\$ 22,200	\$ 22,661	\$ 23,132	\$ 23,611	\$ 24,101	\$ 24,600	\$ 25,109	\$ 25,628	\$ 26,156	\$ 26,694	\$ 27,242	\$ 27,799	\$ 28,366	\$ 28,943	\$ 29,530	\$ 30,127	\$ 30,734	\$ 787,020
Total Tax Increment Revenue (TIR) Available for Capture	\$ 143,263	\$ 146,248	\$ 149,293	\$ 152,399	\$ 155,567	\$ 158,798	\$ 162,094	\$ 165,456	\$ 168,885	\$ 172,382	\$ 175,950	\$ 179,589	\$ 329,758	\$ 336,569	\$ 343,516	\$ 350,602	\$ 357,830	\$ 365,202	\$ 372,722	\$ 380,392	\$ 388,216	\$ 5,154,733	

NOTES:
PA 255 Commercial Redevelopment Act Tax Abatement - New Facility is anticipated for 12 years.
PA 255 is a 50% reduction in ad valorem taxes (excluding only SET) for a period of 12 years.

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44.7%	\$ 651,305	\$ -	\$ 651,305
Local	55.3%	\$ 806,071	\$ 737,502	\$ 1,543,573
TOTAL				
Pre-Approved	2.6%	\$ 20,000	\$ -	\$ 20,000
MEDC	98.6%	\$ 1,437,376	\$ -	\$ 1,437,376
Local-Only	97.4%	\$ -	\$ 737,502	\$ 737,502

Estimated Total 21 (including 5 years of Plan: LBRF Capture)

Estimated Capture	
Administrative Fees	\$ 274,380
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ 808,860

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTAL
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	
Total State Incremental Revenue	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 969,763
State Brownfield Redevelopment Fund (50% of SET)	\$ 21,596	\$ 22,046	\$ 22,505	\$ 22,974	\$ 23,451	\$ 23,938	\$ 24,435	\$ 24,942	\$ 25,459	\$ 25,986	\$ 26,524	\$ 27,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,929
State TIR Available for Reimbursement	\$ 50,392	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 678,834
Total Local Incremental Revenue	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 2,743,796
BRA Administrative Fee (10%)	\$ 7,128	\$ 7,276	\$ 7,428	\$ 7,582	\$ 7,740	\$ 7,900	\$ 8,064	\$ 8,232	\$ 8,402	\$ 8,576	\$ 8,754	\$ 8,935	\$ 18,239	\$ 18,616	\$ 19,000	\$ 19,392	\$ 19,791	\$ 20,199	\$ 20,615	\$ 21,039	\$ 21,472	\$ 274,380
Local TIR Available for Reimbursement	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 2,469,416
Total State & Local TIR Available	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,150	\$ 148,740	\$ 151,360	\$ 154,000	\$ 156,650	\$ 159,310	\$ 161,970	\$ 164,630	\$ 167,290	\$ 3,148,250
DEVELOPER																						
Reimbursement Balance	Beginning Balance	\$ 2,080,338	\$ 1,963,412	\$ 1,844,052	\$ 1,722,208	\$ 1,597,832	\$ 1,470,873	\$ 1,341,278	\$ 1,208,996	\$ 1,073,972	\$ 964,544	\$ 885,761	\$ 805,348	\$ 641,198	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs																						
EGLE Environmental Costs	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Reimbursement	\$ 11,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,062
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
MEDC Non-Environmental Costs																						
MEDC Non-Environmental Costs	\$ 1,173,050	\$ 1,173,050	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 41,454	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,446
Local Tax Reimbursement	\$ 53,086	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 656,604
Total MEDC Reimbursement Balance	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,173,050
Local-Only Costs																						
Local-Only Costs	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,283	\$ 78,784	\$ 80,413	\$ 164,150	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Total Local-Only Reimbursement Balance	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Simple Interest Expense (5%)																						
Simple Interest Expense (5%)	\$ 533,328	\$ -	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -
Annual Interest Incurred	\$ 77,351	\$ 71,504	\$ 65,536	\$ 59,444	\$ 53,225	\$ 46,877	\$ 40,398	\$ 33,783	\$ 27,032	\$ 21,561	\$ 17,622	\$ 13,601	\$ 5,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
MEDC	\$ 53,526	\$ 48,079	\$ 42,111	\$ 36,019	\$ 29,800	\$ 23,452	\$ 16,973	\$ 10,358	\$ 3,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,326
Local-Only	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 269,002
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
Total Interest Reimbursement Balance	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
Total Annual Developer Reimbursement	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,150	\$ 148,740	\$ 151,360	\$ 154,000	\$ 156,650	\$ 159,310	\$ 161,970	\$ 164,630	\$ 167,290	\$ 2,194,878
LOCAL BROWNFIELD REVOLVING FUND																						
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 808,860
State Tax Capture	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Capture	\$ 799,922	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 799,922
Total LBRF Capture	\$ 808,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Appendix 1

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Resolutions Pending

Appendix 2

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made on _____, _____, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**Authority**”), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**City**”), and Lakeshore Hotel Partners, LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (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 December 10, 2024 (the “**Amendment**,” and, together with the Plan, the “**Brownfield Plan**” – See Exhibit A) to identify the construction of a five-story hotel with 126 hotel rooms. The Plan Amendment was amended on _____ to allow for the state tax capture of eligible non-environmental activities.

B. The Brownfield Plan and Amendment includes specific eligible activities associated with the Developer’s plan to develop land located at 181 & 201 Viridian Drive in Muskegon, Michigan (collectively, the “**Developer Property**”).

C. The Developer is in the process of acquiring the Developer Property, which is included in the Brownfield Plan as an “eligible property” because it was determined to be a “facility”, as defined by Part 201 of the Natural Resources and Environmental Protection Act (“**Part 201**”), or adjacent and contiguous to an “eligible property.”

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining (the “**Project**”), including department specific environmental activities, site preparation, a 15% contingency, 5% simple interest and brownfield plan preparation/implementation, as described in the Amendment to the Brownfield Plan, with an estimated cost of **\$2,194,878** (the “**Developer Eligible Activities**”). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are **\$2,194,878** (the “**Total Eligible Brownfield TIF Costs**”).

E. Act 381 permits the Authority to capture and use local and certain school 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 incurred and approved for the Project.

F. 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 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 for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue (except the TIF Management Administrative Fee outlined in Section 1 (a)(ii)), to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(ii) Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2044. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

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

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 in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer 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 Developer 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.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer (and the Authority) 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 Developer required under this Agreement have been made or December 31, 2044 and the five additional years (post developer reimbursement) of TIF capture for reimbursement into the LBRF have been made or December 31, 2048 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the 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 Developer 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. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment. In the event of a tax appeal, the term of the Plan made be extended to cover the capture of eligible activities, but in all cases cannot extend beyond 30 years from the initial date of capture.

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 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 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 may each make a collateral assignment of their 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, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. 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.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By:
Its:

CITY OF MUSKEGON

By:
Its:

By:
Its:

Lakeshore Hotel Partners, LLC

By:
Its:

19886336-2

EXHIBIT A
Copy of Brownfield Plan

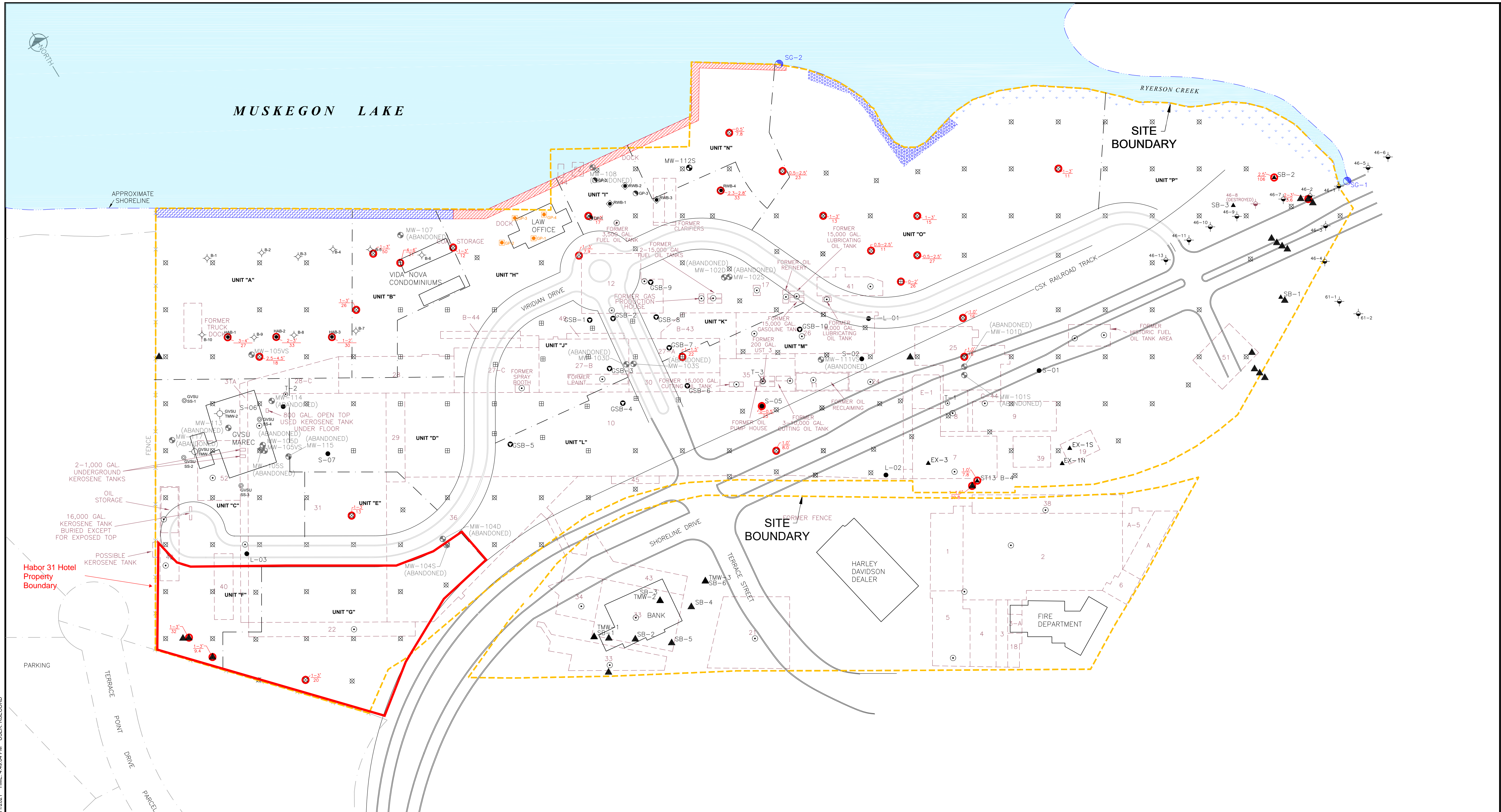
Appendix 3

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Notices Pending

Appendix 4

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Notices Pending

Appendix 5



PLOT INFO: Z:\2010\106\BECAD\2010106\BEC.DWG LAYOUT: FIG09_DIRECT CONTACT.ras DATE: 1/11/2021 TIME: 4:48:04 PM USER: RSECORD

LEGEND

- | | | | |
|----|---|------|--|
| ● | MAY 1993 SAMPLING LOCATION | ▨ | RIPRAP AREA BEHIND WOOD BARRIER REMNANTS |
| ⊗ | JUNE 1994 SOIL SAMPLING LOCATION | ▨ | RIPRAP AREA WITH NO BARRIER |
| ⊗ | MAY 1995 SAMPLING LOCATION | ▨ | SANDY AREA WITH SOME RIPRAP |
| ⊗ | DECEMBER 1998 SAMPLING LOCATION | ▨ | NEW SEAWALL (BASED ON DESIGN DRAWINGS PROVIDED BY: DRIESEN & ASSOCIATES, INC.) |
| ▲ | DELL SOIL BORING LOCATION | ▨ | MARSHY/BOGGY FLAT AREA |
| ▲ | SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION | 1-3' | SOIL SAMPLE DEPTH (ft.) |
| ▲ | MONITORING WELL LOCATION | 20 | ARSENIC EXCEEDANCE (mg/kg) |
| ▲ | ELEVATED DETECTION LIMITS | | |
| ▲ | ERM SOIL BORING DECEMBER 2001 | | |
| ○ | ERM (GVSU) TEMPORARY MONITORING WELL (2003) | | |
| ○ | ERM (GVSU) SOIL SAMPLE (2003) | | |
| ○ | ERM SOIL BORING (2003) | | |
| ○ | ERM GEOPROBE BORING (2004) | | |
| ○ | ERM GEOPROBE BORING (2005) | | |
| ○ | ERM SOIL BORING (2006) | | |
| ○ | RWB SOIL BORING (2011) | | |
| ND | NOT DETECTED (CONCENTRATION < REPORTING LIMIT) | | |
| ○ | RESULTS EXCEED RESIDENTIAL DIRECT CONTACT CRITERION | | |

REVISIONS

Drawn By
 Designer
 Reviewer
 Manager

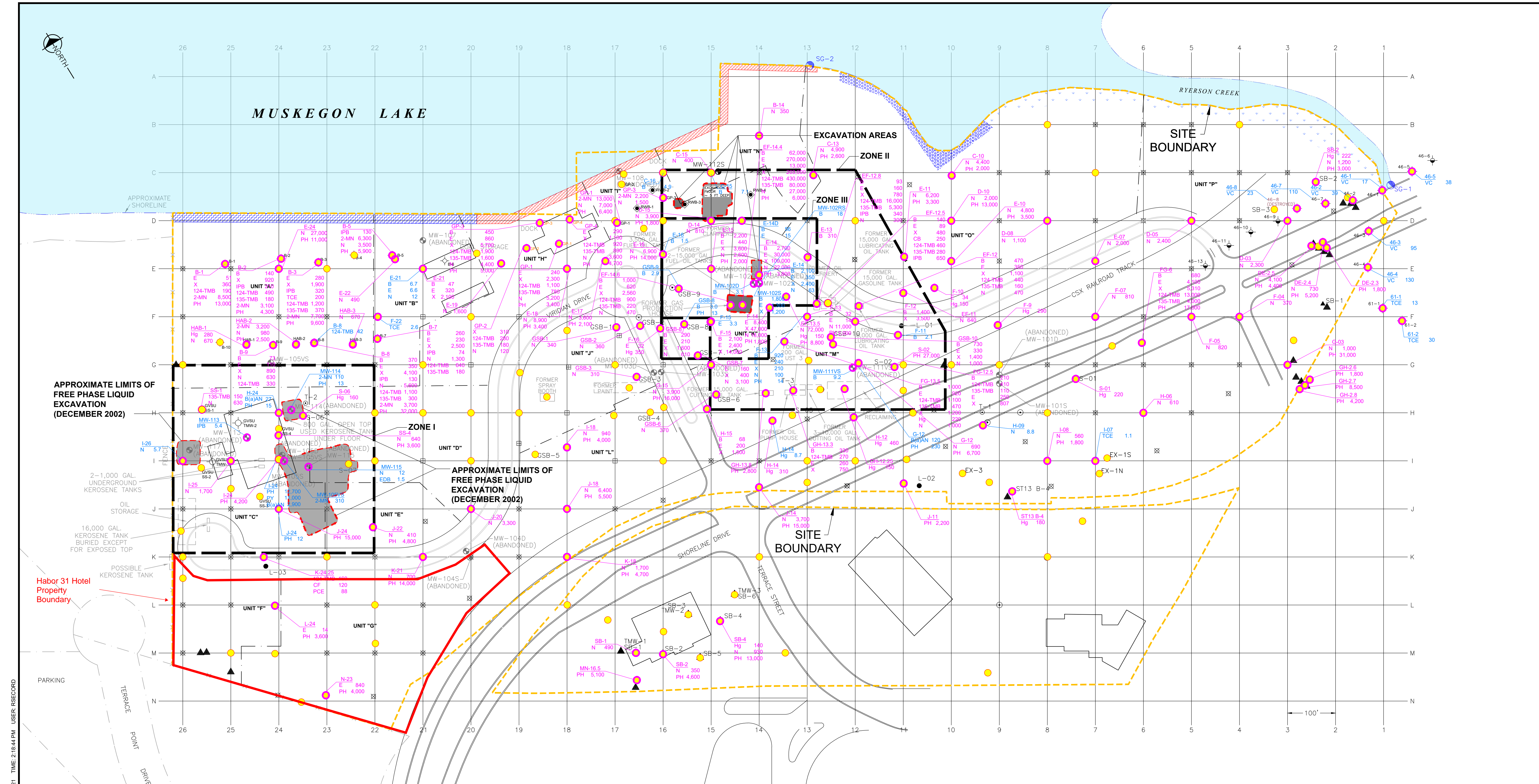
Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.

SHEET NO.

3

**ARSENIC
 GENERIC RESIDENTIAL
 DIRECT CONTACT CRITERION
 EXCEEDANCES (mg/kg)**



PLOT INFO: Z:\20010106\SECAD\2021\4106\SEC.DWG LAYOUT: FIGURE_VIAC_EXCEEDANCES IN SOIL & GW DATE: 3/16/2021 TIME: 2:18:44 PM USER: RSECORD

LEGEND

- MAY 1993 SAMPLING LOCATION
- ⊠ JUNE 1994 SAMPLING LOCATION
- ⊡ MAY 1995 SAMPLING LOCATION
- ⊞ DECEMBER 1998 SAMPLING LOCATION
- ⊟ DELL SOIL BORING LOCATION
- ▲ SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION
- ⊙ MONITORING WELL LOCATION
- * ELEVATED DETECTION LIMITS
- ⊕ ERM SOIL BORING DECEMBER 2001
- ⊖ ERM (GVSU) TEMPORARY MONITORING WELL (2003)
- ⊗ ERM (GVSU) SOIL SAMPLE (2003)
- ⊘ ERM SOIL BORING (2003)
- ⊙ ERM GEOPROBE BORING (2004)
- ⊚ ERM GEOPROBE BORING (2005)
- ⊛ ERM SOIL BORING (2006)
- ⊜ RWB SOIL BORING (2011)
- ⊝ TEMPORARY WELL FOR DE-WATERING
- SOIL SAMPLE COLLECTED
- RESULTS EXCEED RESIDENTIAL VISL IN SOIL
- RESULTS EXCEED RESIDENTIAL VISL IN GROUNDWATER
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- TMB TRIMETHYLBENZENE
- 2-MN 2-METHYLNAPHTHALENE
- N NAPHTHALENE
- CB CHLOROBENZENE
- CF CHLOROFORM
- IPB ISOPROPYLBENZENE
- PCE TETRACHLOROETHENE
- TCE TRICHLOROETHENE
- cisDCE cis-1,2-DICHLOROETHENE
- PY PYRENE
- PH PHENANTHRENE
- VIAC VOLATILIZATION TO INDOOR AIR CRITERIA
- VC VINYL CHLORIDE
- EBD ETHYLENE DIBROMIDE
- Hg MERCURY, TOTAL
- B(a)A BENZO(a)ANTHRACENE
- ▨ RIPRAP AREA BEHIND WOOD BARRIER REMNANTS
- ▩ RIPRAP AREA WITH NO BARRIER
- ▧ SANDY AREA WITH SOME RIPRAP
- ▦ NEW SEAWALL (BASED ON DESIGN DRAWINGS PROVIDED BY: DRIESENGA & ASSOCIATES, INC.)
- ▤ MARSHY/BOGGY FLAT AREA
- ND NOT DETECTED (CONCENTRATION < REPORTING LIMIT)
- μg/Kg MICROGRAMS PER KILOGRAM
- μg/L MICROGRAMS PER LITER
- SDBL STATEWIDE DEFAULT BACKGROUND LEVEL

VAPOR INTRUSION CLEANUP CRITERIA – SOIL
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Soil (μg/Kg)
Benzene	1.7
Toluene	3,700
Ethylbenzene	12
Xylenes	280
Chlorobenzene	82
Chloroform	0.26
1,2,4 Trimethylbenzene	150
1,3,5 Trimethylbenzene	100
2-Methylnaphthalene	1,700
Naphthalene	67
Isopropylbenzene	3.8
Phenanthrene	1,700
Trichloroethene	0.33
Tetrachloroethene	6.2
Mercury, Total	22 (SDBL 130)

VAPOR INTRUSION CLEANUP CRITERIA – GROUNDWATER
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Groundwater (μg/L)
Benzene	1.0
Toluene	300
Ethylbenzene	2.8
Xylenes	75
2-Methylnaphthalene	66
Naphthalene	4.2
Trichloroethene	0.073
Isopropylbenzene	0.6
Phenanthrene	9.5
Pyrene	140
cis-1,2-Dichloroethene	3.4
Vinyl Chloride	0.12
Ethylene Dibromide	0.13
Benzo(a)Anthracene	9.4
Mercury, Total	0.088

**SOIL (μg/Kg) AND GROUNDWATER (μg/L)
ANALYTICAL RESULTS
EXCEEDING SITE-SPECIFIC RESIDENTIAL VIAC**

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Lakeshore Hotel Partners, LLC (181 and 201 Viridian Drive)

(Harbor 31 Hotel)

1st Amendment

Minutes of a special meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 10th day of November 2025 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ 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 Harbor 31 Hotel 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 (1st Amendment) for the Harbor 31 Hotel 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 special meeting held on November 10, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: BRA AGENDA ITEM: Harbor 31 Development and Reimbursement Agreement				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: Harbor 31 Hotel is seeking approval of their development and reimbursement agreement for their hotel at 181 and 201 Viridian Dr.					
Detailed Summary & Background: The draft Development and Reimbursement Agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2047 or until all eligible activities have been reimbursed through tax increment financing (TIF) capture, whichever occurs first. Brownfield Plan Amendment #1 was presented to the BRA on November 10, 2025, to incorporate state school tax capture for reimbursement of eligible non-environmental activities. The Development and Reimbursement Agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement.					
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Progress toward new and ongoing economic development projects					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	N/A	<input checked="" type="checkbox"/>
Yes	No	N/A	<input checked="" type="checkbox"/>		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	Yes	No	N/A	<input checked="" type="checkbox"/>
Yes	No	N/A	<input checked="" type="checkbox"/>		
Recommended Motion: I move to approve the Development and Reimbursement Agreement as presented and to authorize the Chair to sign.					
Approvals:	<u>Name the Policy/Ordinance Followed:</u>				

Immediate Division Head			Act 381, Public Acts of Michigan, 1996, as amended
Information Technology			
Other Division Heads			
Communication			
Legal Review			

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

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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 December 10, 2024 (the “**Amendment**,” and, together with the Plan, the “**Brownfield Plan**” – See Exhibit A) to identify the construction of a five-story hotel with 126 hotel rooms. The Plan Amendment was amended on _____ to allow for the state tax capture of eligible non-environmental activities.

B. The Brownfield Plan and Amendment includes specific eligible activities associated with the Developer’s plan to develop land located at 181 & 201 Viridian Drive in Muskegon, Michigan (collectively, the “**Developer Property**”).

C. The Developer is in the process of acquiring the Developer Property, which is included in the Brownfield Plan as an “eligible property” because it was determined to be a “facility”, as defined by Part 201 of the Natural Resources and Environmental Protection Act (“**Part 201**”), or adjacent and contiguous to an “eligible property.”

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining (the “**Project**”), including department specific environmental activities, site preparation, a 15% contingency, 5% simple interest and brownfield plan preparation/implementation, as described in the Amendment to the Brownfield Plan, with an estimated cost of **\$2,194,878** (the “**Developer Eligible Activities**”). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are **\$2,194,878** (the “**Total Eligible Brownfield TIF Costs**”).

E. Act 381 permits the Authority to capture and use local and certain school 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 incurred and approved for the Project.

F. 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 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:

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(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 for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue (except the TIF Management Administrative Fee outlined in Section 1 (a)(ii)), to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(ii) Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2044. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

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

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 in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer 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 Developer 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.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer (and the Authority) 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 Developer required under this Agreement have been made or December 31, 2044 and the five additional years (post developer reimbursement) of TIF capture for reimbursement into the LBRF have been made or December 31, 2048 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the 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 Developer 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. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment. In the event of a tax appeal, the term of the Plan made be extended to cover the capture of eligible activities, but in all cases cannot extend beyond 30 years from the initial date of capture.

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 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 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 may each make a collateral assignment of their 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, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. 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.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By:
Its:

CITY OF MUSKEGON

By:
Its:

By:
Its:

Lakeshore Hotel Partners, LLC

By:
Its:

19886336-2

EXHIBIT A
Copy of Brownfield Plan

Act 381 Work Plan to Conduct MSF Non-Environmental Activities for

**Harbor 31 Hotel
181 and 201 Viridian Drive
Muskegon, Michigan 49440**

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

**October 6, 2025
Project No. 240340**

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List of Abbreviations/Acronyms

- BEA Baseline Environmental Assessment
- Developer Lakeshore Hotel Partners, LLC
- EGLE Michigan Department of Environment, Great Lakes, and Energy
- ESA Environmental Site Assessment
- FTE full-time equivalent
- MEDC Michigan Economic Development Corporation
- MSF Michigan Strategic Fund
- NREPA Natural Resources and Environmental Protect Act
- PA Public Act
- PNA polynuclear aromatic hydrocarbon
- Property 181 & 201 Viridian Drive, Muskegon, Michigan 49440
- PUD Planned Unit Development
- QLGU Qualified Local Governmental Unit
- TIF tax increment financing
- UST underground storage tank
- VMS vapor mitigation system
- VOC volatile organic compound
- Work Plan Act 381 Work Plan

1.0 Introduction

Lakeshore Hotel Partners, LLC (“Developer”) intends to redevelop two currently vacant parcels within the City of Muskegon located at addresses 181 and 201 Viridian Drive, Muskegon, Michigan 49440 (the “Property”).

The City of Muskegon approved a *Brownfield Plan Amendment* for the project on December 10, 2024 and a *First Amendment to the Brownfield Plan Amendment* and Development and Reimbursement Agreement on _____. Refer to Tables 1, 2, and 3 for the Summary of Eligible Activities, the TIF Capture, and TIF Reimbursement Schedules, respectively, from the Brownfield Plan Amendment #1. Copies of Amendment #1 of the Brownfield Plan Amendment, including supporting Resolution are included as Attachment A, and a copy of the Development and Reimbursement Agreement is included as Attachment B.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The purpose of this *Act 381 Work Plan* (the “Work Plan”) is to provide for reimbursement of eligible activity expenses incurred and to be incurred by the Developer on the Property and improvements that will directly benefit the Property. The Developer is proposing to redevelop the Harbor 31 Element Hotel.

The proposed redevelopment activities for “Element Muskegon” include the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining. The total amount of project investment is estimated to be \$28,800,000 with 30–35 full-time equivalent jobs created as a result of this development. Construction is expected to start in winter 2026 and be completed by fall 2027. The proposed site plan is included in Figure 4.

This project serves a public purpose in the City of Muskegon, a Qualified Local Governmental Unit (QLGU), expanding the tax base, investing significant capital into the community, and creating new jobs. Within walking distance from both Muskegon Lake and Downtown Muskegon’s Social District, the Element Muskegon will be a key part of the 31-acre lakefront Harbor 31 master-planned community, which includes homes, townhomes, apartments, senior living, office space, and a marina for residents and visitors. There is no existing hotel or hotel in development on this level of service within the region, so it will draw both community members and national visitors looking to visit this region and Lake Michigan.

1.2 Eligible Property Information

1.2.1 Property Eligibility – Location/Legal Description

The Property has been historically utilized for industrial purposes dating back to the 1800s. Based on historical environmental investigations conducted over the past 25 years, these past industrial uses have resulted in widespread contamination across the Property.

The Developer is not a liable party and is in the process of completing a Phase I Environmental Site Assessment (ESA) and a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 Public Act (PA) 451, as amended (NREPA), which will be completed when they acquire the property.

Given the known soil contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996. Historic environmental data tables and associated sample location maps are provided in Attachment C.

The parcels associated with redevelopment are described below.

Parcel ID: 61-24-607-000-0007-00

Address: 181 Viridian Drive, Muskegon, Michigan 49440

Size: Approximately 0.99 acres

Legal Description: CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT G FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

Parcel ID: 61-24-607-000-0006-00

Address: 201 Viridian Drive, Muskegon, Michigan 49440

Size: Approximately 2.0 acres

Legal Description: CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT F FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

A Property Location Map is attached to this Work Plan as Figure 1, and an Eligible Property Map is attached as Figure 2.

1.2.2 Current Ownership

The parcels involved with the project are currently owned by Muskegon Lakefront, LLC. The contact for Muskegon Lakefront, LLC is Dan Hendrickson at 415 Leonard Street NW, Suite 201, Grand Rapids, Michigan 49504.

Address	Parcel ID	Owner
181 Viridian Drive	61-24-607-000-0007-00	Muskegon Lakefront, LLC
201 Viridian Drive	61-24-607-000-0006-00	Muskegon Lakefront, LLC

1.2.3 Proposed Future Ownership

The parcels involved with the project will be owned by Lakeshore Hotel Partners, LLC, the Developer for the project. The contact for Lakeshore Hotel Partners, LLC is Mike Houseman, 4045 Barden Drive SE, Grand Rapids, Michigan 49512.

Address	Parcel ID	Owner
181 Viridian Drive	61-24-607-000-0007-00	Lakeshore Hotel Partners, LLC
201 Viridian Drive	61-24-607-000-0006-00	Lakeshore Hotel Partners, LLC

1.2.4 Delinquent Taxes, Interest, and Penalties

There are no delinquent taxes, interest, or penalties associated with these properties.

1.2.5 Existing and Proposed Future Zoning

The existing zoning is planned unit development (PUD) for the Project. The Development is consistent with this zoning; therefore, the future zoning will continue to be PUD.

1.3 Historical Use and Previous Ownership of Each Eligible Property

1.3.1 Historical Use

The property has been used for industrial purposes since 1867, starting with the Ryerson and Hill Lumber Mill. In 1909, the Marine Motor Manufacturing Company (later known as Continental Motors Corp.) began its operations in heavy manufacturing. In 1920, Continental Motors Corp. purchased the property and expanded operations with offices and factories. In 1969, Teledyne Industries acquired Continental Motors Corp. The factories and offices associated with Teledyne Industries were demolished in 1992. The property has been vacant since the 1990s.

1.4 Current Use of Each Eligible Property

The Property is currently vacant with no buildings or structures. Additionally, there are no current tenants or occupants.

1.5 Site Conditions and Known Environmental Contamination Summary

The subject property consists of two legal parcels totaling approximately 2.99 acres. The subject property was historically used for industrial purposes dating back to the 1800s. Based on historical environmental investigations conducted over the past 25 years, these past industrial uses have resulted in widespread contamination across the Subject Property. Known contaminants in the soil with concentrations exceeding EGLE Part 201 Generic Residential Cleanup Criteria include benzo(a)pyrene, fluoranthene, naphthalene, phenanthrene, arsenic, cadmium, chromium (total), copper, lead, selenium, zinc, and nickel.

1.6 Functionally Obsolete, Blighted, and/or Historic Conditions

The Property is not considered functionally obsolete, blighted, or a historic resource.

1.7 Information Required by Section 15(12) of the Statute

1.7.1 *How are the individual activities included in the work plan sufficient to complete the eligible activity?*

Work Plan activities include site assessment, site demolition, and site preparation to prepare the Property for its new use. The itemized costs are included in Section 2.3 below and were determined with assistance by contractors and consultants familiar with the site characteristics. As such, the costs included in this Work Plan are sufficient to complete the proposed eligible activities.

1.7.2 *How is each individual activity included in the work plan required to complete the eligible activity?*

The Property is currently vacant, and numerous activities will be needed to allow the development to occur. Environmental activities will be needed to safely redevelop and occupy the Subject Property and in addition, site preparation costs will be needed to support the redevelopment. The itemized costs for the eligible activities are included in Section 2.3 below. The cost estimates were developed with the assistance of contractors and consultants familiar with the site characteristics. As such, the individual costs detailed below are required in order to complete the proposed eligible activities.

1.7.3 *How were the costs for each individual activity determined to be reasonable?*

Eligible activity costs are based on cost estimates developed by the project consulting and construction team. As such, they were determined to be reasonable based on current market prices.

1.7.4 *What is the overall benefit to the public?*

Through the redevelopment of the currently vacant and contaminated property, the public will benefit from the following:

- New property taxes
- Capital investment in the city
- Year-round job creation
- Increased economic activity in the city and downtown
- Addition of needed hospitality capacity and opportunities in the city

1.7.5 What is the extent of reuse of vacant buildings and redevelopment of blighted property?

Not applicable as there are no structures present on the Property.

1.7.6 How many jobs will be created by the project and the type of jobs; (a) fulltime, (b) part-time, (c) managerial, or (d) professional?

This development is anticipated to create 30-35 new Full-Time Equivalent (FTE) jobs.

1.7.7 Is the eligible property in an area of high unemployment?

The most recently reported unemployment rate for Muskegon-Norton Shores, MI is 7.0% for July 2025, compared to the State of Michigan at 5.3% at that same time, according to the U.S. Bureau of Labor Statistics.

1.7.8 What is the level and extent of contamination alleviated by or in connection with the eligible activities?

A variety of metals, polynuclear aromatic hydrocarbons (PNAs), and volatile organic compounds (VOCs) have been detected in soil and groundwater at concentrations exceeding EGLE Part 201 Generic Non-residential Cleanup Criteria on the Property. Soils that are removed as a part of site preparation activities will be sent to a certified Type 2 Landfill for disposal. Large portions of the Property will also be paved over, creating a barrier between users of the Property and contaminated soils. Additionally, the new hotel building will be equipped with a vapor mitigation system (VMS) to prevent unacceptable exposure to the vapor intrusion exposure pathway.

1.7.9 What is the level of private sector contribution?

The project is expected to represent approximately \$28,800,000 of private investment.

1.7.10 If the developer or projected occupant of the new development is moving from another location in this state, will the move create a brownfield?

The Developer will not be moving their operations from another location.

1.7.11 Is the project financially and economically sound? Describe and demonstrate with a project proforma, financial statements, or other acceptable documentation.

Yes, with the requested assistance the project is financially sound. A financial pro-forma has been provided to the MEDC for the project.

1.7.12 Identify the amount of all other anticipated state or local incentives that directly or indirectly benefit this project.

In addition to the state/local TIF to reimburse eligible activity costs, the developer has requested a Tax Abatement through PA 255, the Commercial Redevelopment Act, for a 12-year time period. The anticipated benefit of the PA 255 Abatement is \$1,817,429. The City is supportive of the PA 255 tax abatement in addition to the Brownfield TIF.

1.7.13 Any other criteria that MEDC may consider?

The project will provide significant investment in the city, revitalize a Property that is vacant, and create hotel to help the tourism industry in the City and continue to bring new sources of revenue into the Muskegon community.

2.0 Scope of Work and Costs

2.1 EGLE Eligible Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to Plan Amendment adoption. Preparation of Phase I and II ESA(s), BEA, and Documentation of Due Care Compliance (DDCC) are necessary to protect the new Property owner/Developer from liability for environmental contamination. Additional due care assessment and/or planning activities are anticipated including, but not limited to, the preparation of a soil management plan and health and safety plan. The total cost is anticipated to be \$20,000. Pre-approved activities are statutorily eligible for reimbursement with both school and non-school tax increment revenues.

2.2 MSF Eligible Activities

2.2.1 Site Demolition

Site demolition activities include the removal of curb cuts and sidewalks as part of the redevelopment. The anticipated costs are \$10,000.

2.2.2 Site Preparation

Numerous site preparation activities are necessary for the future building plans and elevations associated with the redevelopment. Additionally, due to the size of the buildings, significant geotechnical will be needed to ensure the building is safely constructed.

Site preparation activities will include Clearing and Grubbing (\$5,000), Cut & Fill Operations (\$5,000), Dewatering (\$30,000), Excavation of unstable Material (\$60,000), Fill (\$71,000), Foundation Work to Address Special Soil Concerns (Helical Piers) (\$620,000), Staking (\$30,000), Temporary Construction Access/Road (\$6,000), Temporary Erosion Control (\$8,000), Temporary Site Control (\$12,000), and Soft Costs (architectural, engineering) (\$150,000).

Total costs for Site Preparation is anticipated to be \$997,000.

2.2.3 Contingency

Contingencies are an eligible activity as permitted by Act 381. A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The 15% contingency on MSF Eligible Activities is anticipated to total \$151,050.

2.2.4 Brownfield Plan and/or Work Plan Preparation

Preparation of the Brownfield Plan and Work Plan is anticipated to cost \$25,000, split between MSF (\$15,000) and local only.

2.3 Local Only Eligible Activities

2.3.1 Department Specific Activities

Due care activities will include additional investigative sampling and implementation of vapor concerns. Due care costs will include environmental consultant oversight and management. If needed, engineering barriers, including site concrete and paving, are anticipated to cost \$160,000, a vapor mitigation system is anticipated to cost \$160,000, and contaminated soil removal and disposal is anticipated to cost \$50,000, totaling \$370,000.

2.3.2 Contingency (15%)

Contingencies are an eligible activity as permitted by Act 381, and in an amount not to exceed the total Developer eligible activities. Contingency (15%) on Local-Only Eligible Activities is anticipated to total \$55,500.

2.3.3 Interest

A 5% simple interest calculation is anticipated on the total costs annually. The total cost is anticipated to be incurred on Local Only and MSF eligible activities is \$533,328.

2.3.4 Brownfield Plan and/or Work Plan Preparation

Preparation of the Brownfield Plan and Work Plan is anticipated to cost \$25,000, split between MSF (\$15,000) and local only (\$10,000).

2.3.5 Brownfield Plan and/or Work Plan Implementation

Total costs for the Brownfield Plan and Work Plan Implementation will be incurred by the Developer is anticipated to be \$10,000.

2.4 Eligible Activities Costs and Schedule

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Site Assessment and Baseline Environmental Assessment Activities	\$ 20,000	Winter 2025
<i>Phase I ESA, Phase II ESA, BEA, DDCC</i>	\$ 20,000	
EGLE Eligible Activities Subtotal	\$ 20,000	
Contingency (0%)	\$ 0	
EGLE Eligible Activities Total Costs	\$ 20,000	

MEDC Eligible Activities Costs and Schedule

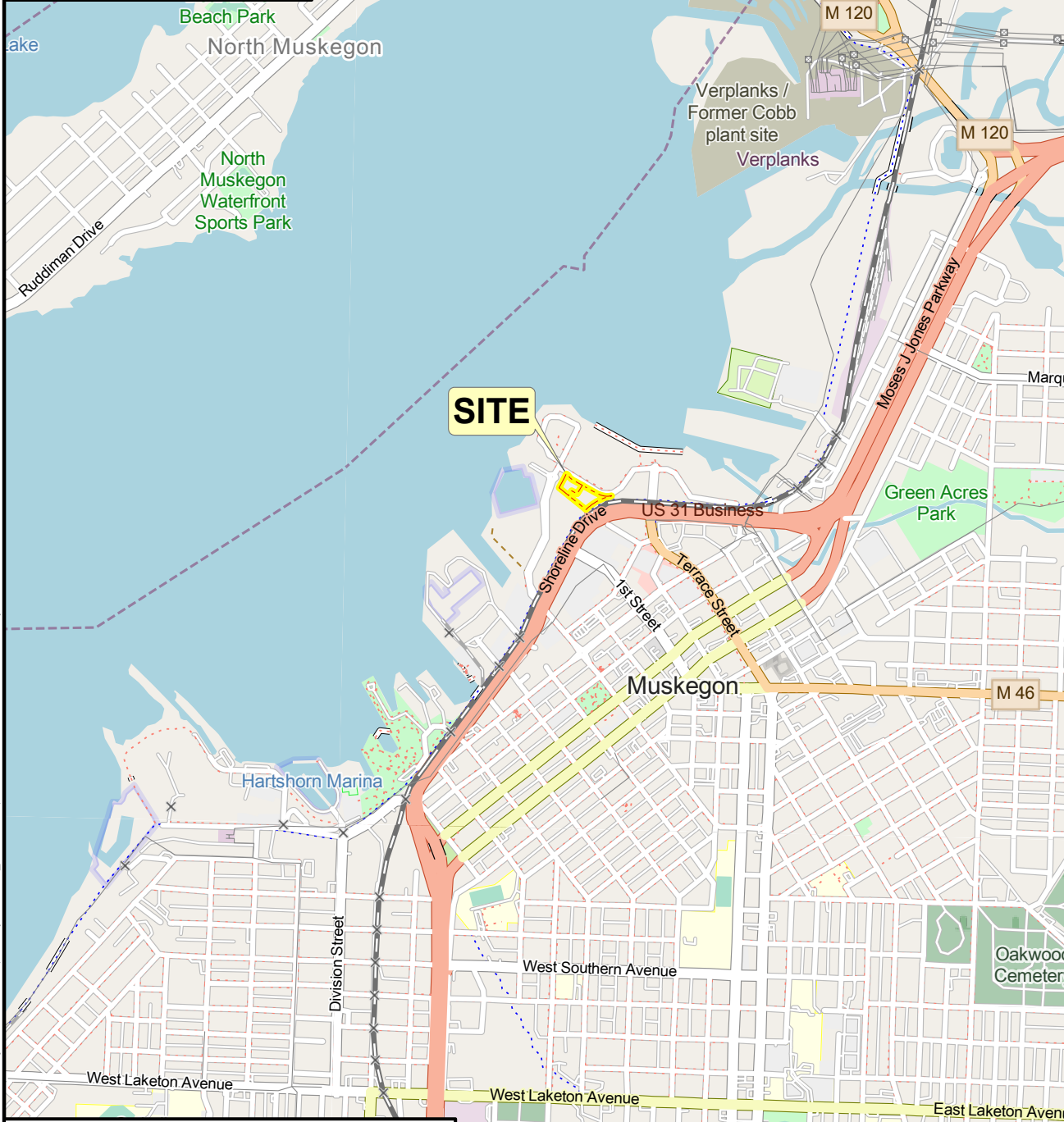
MEDC Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$ 997,000	
<i>Clearing and Grubbing</i>	\$ 5,000	Spring 2026
<i>Cut & Fill Operations</i>	\$ 5,000	Spring 2026
<i>Dewatering</i>	\$ 30,000	Spring 2026
<i>Excavation of Unstable Material</i>	\$ 60,000	Spring 2026
<i>Fill</i>	\$ 71,000	Spring 2026
<i>Foundation Work to Address Special Soil Concerns (Helical Piers)</i>	\$ 620,000	Spring 2026
<i>Staking</i>	\$ 30,000	Spring 2026
<i>Temporary Construction Access/Roads</i>	\$ 6,000	Spring 2026
<i>Temporary Erosion Control</i>	\$ 8,000	Spring 2026
<i>Temporary Site Control</i>	\$ 12,000	Spring 2026
<i>Soft Costs (architectural, engineering)</i>	\$ 150,000	Spring 2026

Demolition	\$ 10,000	
<i>Site Demolition</i>	\$ 10,000	Spring 2026
MEDC Eligible Activities Subtotal	\$ 1,007,000	
Contingency (15%)	\$ 151,050	
Brownfield Plan/Work Plan Preparation	\$ 15,000	
MEDC Eligible Activities Total Costs	\$ 1,173,050	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Due Care Activities	\$ 370,000	Spring/Summer 2026
<i>Engineered Barriers</i>	\$ 160,000	
<i>Vapor Intrusion Mitigation System</i>	\$ 160,000	
<i>Contaminated Soil Removal and Disposal</i>	\$ 50,000	
Local Only Eligible Activities Subtotal	\$ 370,000	
Contingency (15%)	\$ 55,500	
Interest Expense (5%)	\$ 533,328	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
Local Only Eligible Activities Total Costs	\$ 978,828	

Figures

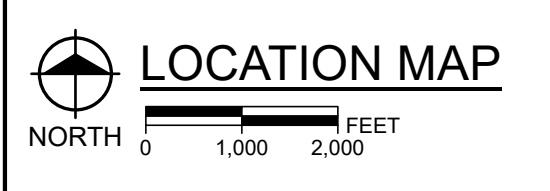


Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

201 & 181 Viridian Drive
Muskegon, Michigan
Brownfield Plan

PROJECT NO.
240340

FIGURE NO.
1




DATA SOURCES: ESRI STREET MAP.

PLOT INFO: Z:\2024\240340\CAD\GIS\Pro\Brownfield Plan.aprx Layout: FIG01_Location Map Date: 6/11/2024 11:32 AM User: ebuyc

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LEGEND

 Approximate Property Boundary



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

201 & 181 Viridian Drive

Muskegon, Michigan

Brownfield Plan



PLOT INFO: Z:\2024\240340\CAD\GIS\ProProj\Brownfield Plan.aprx Layout: FIG02_Site Map Date: 6/11/2024 11:32 AM User: ebuycs

SITE MAP



NORTH

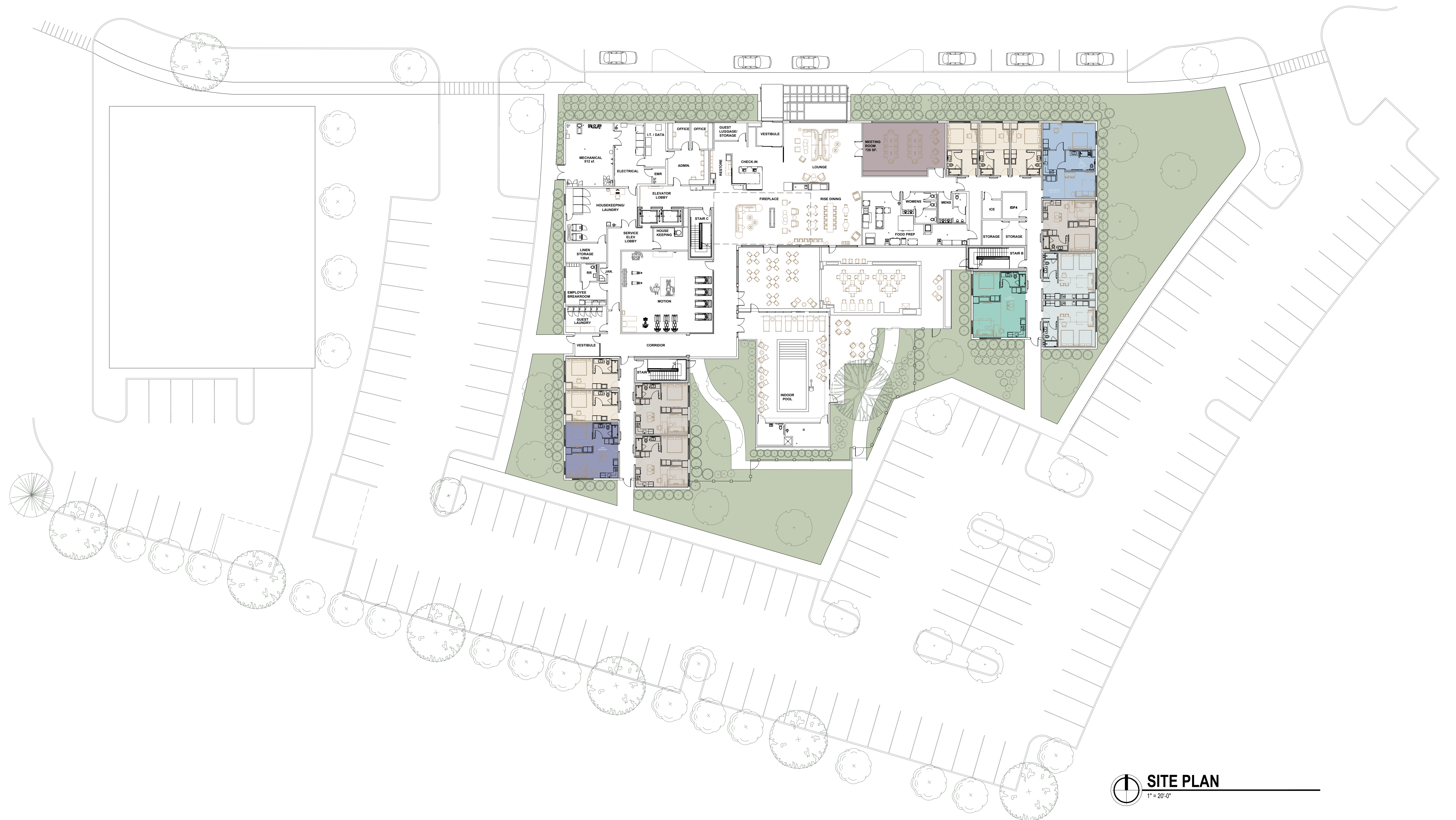


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DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

PROJECT NO.
240340

FIGURE NO.
2

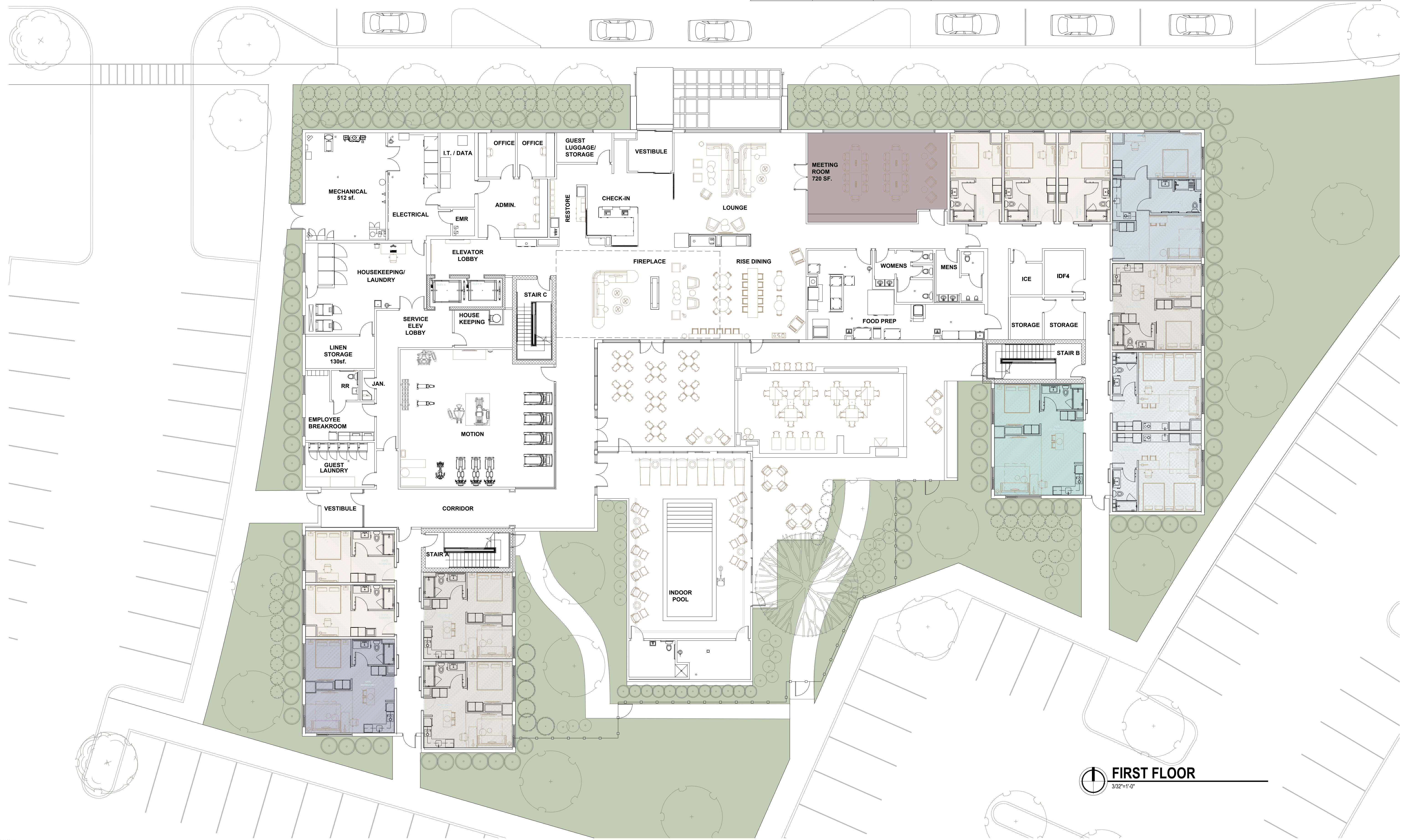


SITE PLAN
1" = 20'-0"

REVIEW	• 12.11.23
	•
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	•
	•
	•
	•
	•
	•
DRAWN BY:	• DLI
CHECKED:	• DSH

Room Type Summary								
	Standard King	Studio King	Studio Queen/Queen	One Bedroom	One Bedroom ADA	Common King	Conference Suite	Total Rooms
First Floor	0	0	2	5	1	5	0	13
Second floor	6	1	6	9	1	6	1	30
Third Floor	7	1	6	10	1	6	1	32
Fourth Floor	7	1	6	10	1	6	1	32
Fifth Floor	4	0	6	4	1	4	0	19
Total	24	3	26	38	5	30	3	126
Extended Stay	75	58%						
Standard	54	42%						

PARKING SUMMARY		
LODGING	(1 PER ROOM)	129 SPACES
1ST FLOOR OFFICE/RETAIL (1,176 SF.)	(1 PER 500SF.)	3 SPACES
5TH FLOOR OFFICE/RETAIL (6,938 SF.)	(1 PER 500SF.)	13 SPACES
		146 SPACES



FIRST FLOOR
 3/32"=1'-0"




SECOND FLOOR
 3/32"=1'-0"

REVIEW	• 12.11.23
	•
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	•
	•
	•
	•
	•
	•
DRAWN BY:	• DLI
CHECKED:	• DSH



THIRD FLOOR
3/32"=1'-0"

REVIEW	• 12.11.23
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	•
DRAWN BY:	• DLI
CHECKED:	• DSH



FIFTH FLOOR
3/32"=1'-0"

REVIEW	• 12.11.23
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	•
DRAWN BY:	• DLJ
CHECKED:	• DSH



NORTH ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



WEST ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



EAST ELEVATION



SOUTH ELEVATION

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Harbor 31 Hotel

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Site Assessment and Baseline Environmental Assessment Activities	\$ 20,000	
<i>Phase I ESA, Phase II ESA, BEA, DDCC</i>	\$ 20,000	Fall 2025
EGLE Eligible Activities Subtotal	\$ 20,000	
EGLE Eligible Activities Total Costs	\$ 20,000	

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$ 997,000	
<i>Clearing and Grubbing</i>	\$ 5,000	Spring 2026
<i>Cut & Fill Operations</i>	\$ 5,000	Spring 2026
<i>Dewatering</i>	\$ 30,000	Spring 2026
<i>Excavation of Unstable Material</i>	\$ 60,000	Spring 2026
<i>Fill</i>	\$ 71,000	Spring 2026
<i>Foundation Work to Address Special Soil Concerns (Helical Piers)</i>	\$ 620,000	Spring 2026
<i>Staking</i>	\$ 30,000	Spring 2026
<i>Temporary Construction Access/Roads</i>	\$ 6,000	Spring 2026
<i>Temporary Erosion Control</i>	\$ 8,000	Spring 2026
<i>Temporary Site Control</i>	\$ 12,000	Spring 2026
<i>Soft Costs (architectural, engineering)</i>	\$ 150,000	Spring 2026
Demolition	\$ 10,000	
<i>Site Demolition</i>	\$ 10,000	Spring 2026
MEDC Eligible Activities Subtotal	\$ 1,007,000	
Contingency (15%)	\$ 151,050	
Brownfield Plan/Work Plan Preparation	\$ 15,000	
MEDC Eligible Activities Total Costs	\$ 1,173,050	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Due Care Activities	\$ 370,000	
<i>Engineered Barriers</i>	\$ 160,000	Summer /Fall 2026
<i>Vapor Intrusion Mitigation System</i>	\$ 160,000	Summer /Fall 2026
<i>Contaminated Soil Removal and Disposal</i>	\$ 50,000	Summer /Fall 2026
Local Only Eligible Activities Subtotal	\$ 370,000	
Contingency (15%)	\$ 55,500	
Interest Expense (5%)	\$ 533,328	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
Local Only Eligible Activities Total Costs	\$ 978,828	

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
 Harbor 31 Hotel
 181 201 Viridian Drive
 Muskegon, MI

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

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Totals	
Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048		
*Base Taxable Value	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ -	
Future Taxable Value	\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 5,520,404	\$ 5,630,812	\$ 5,743,428	\$ 5,858,297	\$ 5,975,463	\$ 6,094,972	\$ 6,216,872	\$ 6,341,209	\$ 6,468,033	\$ 6,597,394	\$ 6,729,342	\$ 6,863,929	\$ 7,001,207	\$ 7,141,231	\$ 7,284,056	\$ 7,429,737	\$ -	
Incremental Difference (New TV - Base TV)	\$ 4,799,200	\$ 4,899,200	\$ 5,001,200	\$ 5,105,240	\$ 5,211,361	\$ 5,319,604	\$ 5,430,012	\$ 5,542,628	\$ 5,657,497	\$ 5,774,663	\$ 5,894,172	\$ 6,016,072	\$ 6,140,409	\$ 6,267,233	\$ 6,396,594	\$ 6,528,542	\$ 6,663,129	\$ 6,800,407	\$ 6,940,431	\$ 7,083,256	\$ 7,228,937	\$ -	
School Capture																							
Millage Rate																							
School Operating	\$ 18,000	\$ 43,193	\$ 44,093	\$ 45,011	\$ 45,947	\$ 46,902	\$ 47,876	\$ 48,870	\$ 49,884	\$ 50,917	\$ 51,972	\$ 53,048	\$ 54,145	\$ 55,272	\$ 56,429	\$ 57,617	\$ 58,836	\$ 60,087	\$ 61,379	\$ 62,713	\$ 64,090	\$ 65,512	\$ 1,662,739
State Education Tax (SET)	\$ 6,000	\$ 28,795	\$ 29,395	\$ 30,007	\$ 30,631	\$ 31,268	\$ 31,918	\$ 32,580	\$ 33,256	\$ 33,945	\$ 34,648	\$ 35,365	\$ 36,096	\$ 36,842	\$ 37,603	\$ 38,380	\$ 39,171	\$ 39,979	\$ 40,802	\$ 41,643	\$ 42,500	\$ 43,374	\$ 748,199
School Total	\$ 24,000	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ 92,117	\$ 94,039	\$ 96,007	\$ 98,027	\$ 100,099	\$ 102,222	\$ 104,399	\$ 106,624	\$ 108,906	\$ 2,410,937
Local Capture																							
Millage Rate																							
County Operating	\$ 5,5637	\$ 13,351	\$ 13,629	\$ 13,913	\$ 14,202	\$ 14,497	\$ 14,798	\$ 15,105	\$ 15,419	\$ 15,738	\$ 16,064	\$ 16,397	\$ 16,736	\$ 17,080	\$ 17,429	\$ 17,784	\$ 18,144	\$ 18,510	\$ 18,877	\$ 19,245	\$ 19,615	\$ 20,000	\$ 513,943
County Museum	\$ 0,3169	\$ 760	\$ 776	\$ 792	\$ 809	\$ 826	\$ 843	\$ 860	\$ 878	\$ 896	\$ 915	\$ 934	\$ 953	\$ 973	\$ 994	\$ 1,016	\$ 1,038	\$ 1,061	\$ 1,084	\$ 1,107	\$ 1,131	\$ 1,155	\$ 29,273
County Veterans	\$ 0,0739	\$ 177	\$ 181	\$ 185	\$ 189	\$ 193	\$ 197	\$ 201	\$ 205	\$ 209	\$ 213	\$ 218	\$ 222	\$ 227	\$ 232	\$ 237	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 6,826
Senior Citizen Services	\$ 0,4921	\$ 1,181	\$ 1,205	\$ 1,231	\$ 1,256	\$ 1,282	\$ 1,309	\$ 1,336	\$ 1,364	\$ 1,392	\$ 1,421	\$ 1,450	\$ 1,480	\$ 1,511	\$ 1,542	\$ 1,574	\$ 1,607	\$ 1,641	\$ 1,676	\$ 1,711	\$ 1,747	\$ 1,784	\$ 45,457
Central Dispatch	\$ 0,2952	\$ 708	\$ 723	\$ 738	\$ 754	\$ 769	\$ 785	\$ 801	\$ 818	\$ 835	\$ 852	\$ 870	\$ 888	\$ 907	\$ 926	\$ 946	\$ 966	\$ 987	\$ 1,008	\$ 1,030	\$ 1,053	\$ 1,076	\$ 27,269
Community College	\$ 2,1693	\$ 5,205	\$ 5,314	\$ 5,425	\$ 5,537	\$ 5,653	\$ 5,770	\$ 5,890	\$ 6,012	\$ 6,136	\$ 6,263	\$ 6,393	\$ 6,525	\$ 6,660	\$ 6,797	\$ 6,937	\$ 7,080	\$ 7,226	\$ 7,375	\$ 7,527	\$ 7,682	\$ 7,840	\$ 200,388
MAISD	\$ 4,6773	\$ 11,224	\$ 11,458	\$ 11,696	\$ 11,939	\$ 12,188	\$ 12,441	\$ 12,699	\$ 12,962	\$ 13,231	\$ 13,505	\$ 13,784	\$ 14,069	\$ 14,359	\$ 14,654	\$ 14,954	\$ 15,260	\$ 15,572	\$ 15,890	\$ 16,214	\$ 16,544	\$ 16,880	\$ 432,063
City Operating	\$ 9,8554	\$ 23,649	\$ 24,142	\$ 24,644	\$ 25,157	\$ 25,680	\$ 26,213	\$ 26,757	\$ 27,312	\$ 27,878	\$ 28,456	\$ 29,045	\$ 29,645	\$ 30,256	\$ 30,879	\$ 31,514	\$ 32,161	\$ 32,821	\$ 33,494	\$ 34,181	\$ 34,883	\$ 35,600	\$ 910,386
City Sanitation	\$ 2,9364	\$ 7,046	\$ 7,193	\$ 7,343	\$ 7,496	\$ 7,651	\$ 7,810	\$ 7,972	\$ 8,138	\$ 8,306	\$ 8,478	\$ 8,654	\$ 8,833	\$ 9,016	\$ 9,203	\$ 9,394	\$ 9,589	\$ 9,788	\$ 9,991	\$ 10,198	\$ 10,410	\$ 10,627	\$ 271,248
Hackley Library	\$ 2,3516	\$ 5,643	\$ 5,760	\$ 5,880	\$ 6,003	\$ 6,128	\$ 6,255	\$ 6,385	\$ 6,517	\$ 6,652	\$ 6,790	\$ 6,930	\$ 7,074	\$ 7,221	\$ 7,372	\$ 7,526	\$ 7,684	\$ 7,845	\$ 8,010	\$ 8,179	\$ 8,352	\$ 8,529	\$ 217,228
MPS Sinking	\$ 0,9712	\$ 2,330	\$ 2,379	\$ 2,429	\$ 2,479	\$ 2,531	\$ 2,583	\$ 2,637	\$ 2,692	\$ 2,747	\$ 2,804	\$ 2,862	\$ 2,921	\$ 2,981	\$ 3,042	\$ 3,104	\$ 3,167	\$ 3,232	\$ 3,298	\$ 3,365	\$ 3,434	\$ 3,504	\$ 89,714
Local Total	\$ 29,7030	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 91,194	\$ 93,076	\$ 95,000	\$ 96,966	\$ 98,975	\$ 101,027	\$ 103,132	\$ 105,290	\$ 107,502	\$ 2,743,796
Non-Capturable Millages																							
Millage Rate																							
Community College Debt	\$ 0,2700	\$ 648	\$ 661	\$ 675	\$ 689	\$ 704	\$ 718	\$ 733	\$ 748	\$ 764	\$ 780	\$ 796	\$ 812	\$ 829	\$ 846	\$ 864	\$ 882	\$ 901	\$ 920	\$ 940	\$ 960	\$ 981	\$ 24,941
Hackley Debt	\$ 0,4999	\$ 1,200	\$ 1,225	\$ 1,250	\$ 1,276	\$ 1,303	\$ 1,330	\$ 1,357	\$ 1,385	\$ 1,414	\$ 1,443	\$ 1,473	\$ 1,504	\$ 1,535	\$ 1,567	\$ 1,600	\$ 1,634	\$ 1,669	\$ 1,705	\$ 1,742	\$ 1,780	\$ 1,819	\$ 46,178
MPS Debt (2020 & 2021)	\$ 7,7500	\$ 18,597	\$ 18,984	\$ 19,380	\$ 19,783	\$ 20,194	\$ 20,613	\$ 21,041	\$ 21,478	\$ 21,923	\$ 22,377	\$ 22,840	\$ 23,312	\$ 23,793	\$ 24,284	\$ 24,785	\$ 25,296	\$ 25,818	\$ 26,351	\$ 26,895	\$ 27,450	\$ 28,017	\$ 715,901
Non-Capturable Total	\$ 8,5199	\$ 20,444	\$ 20,870	\$ 21,305	\$ 21,748	\$ 22,200	\$ 22,661	\$ 23,132	\$ 23,611	\$ 24,101	\$ 24,600	\$ 25,109	\$ 25,628	\$ 26,156	\$ 26,694	\$ 27,243	\$ 27,802	\$ 28,372	\$ 28,953	\$ 29,545	\$ 30,149	\$ 30,764	\$ 787,020
Total Tax Increment Revenue (TIR) Available for Capture																							
	\$ 143,263	\$ 146,248	\$ 149,293	\$ 152,399	\$ 155,567	\$ 158,798	\$ 162,094	\$ 165,456	\$ 168,885	\$ 172,382	\$ 175,950	\$ 179,589	\$ 183,298	\$ 187,078	\$ 190,929	\$ 194,851	\$ 198,844	\$ 202,909	\$ 207,047	\$ 211,258	\$ 215,543	\$ 219,902	\$ 5,154,733

NOTES:
 PA 255 Commercial Redevelopment Act Tax Abatement - New Facility is anticipated for 12 years.
 PA 255 is a 50% reduction in ad valorem taxes (excluding only SET) for a period of 12 years.

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44.7%	\$ 651,305	\$ -	\$ 651,305
Local	55.3%	\$ 806,071	\$ 737,502	\$ 1,543,573
TOTAL				
Pre-Approved	2.6%	\$ 20,000	\$ -	\$ 20,000
MEDC	98.6%	\$ 1,437,376	\$ -	\$ 1,437,376
Local-Only	97.4%	\$ -	\$ 737,502	\$ 737,502

Estimated Total 21 (including 5 years of Plan: LBRF Capture)

Estimated Capture	
Administrative Fees	\$ 274,380
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ 808,860

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTAL
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	
Total State Incremental Revenue	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 969,763
State Brownfield Redevelopment Fund (50% of SET)	\$ 21,596	\$ 22,046	\$ 22,505	\$ 22,974	\$ 23,451	\$ 23,938	\$ 24,435	\$ 24,942	\$ 25,459	\$ 25,986	\$ 26,524	\$ 27,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,929
State TIR Available for Reimbursement	\$ 50,392	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 678,834
Total Local Incremental Revenue	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 2,743,796
BRA Administrative Fee (10%)	\$ 7,128	\$ 7,276	\$ 7,428	\$ 7,582	\$ 7,740	\$ 7,900	\$ 8,064	\$ 8,232	\$ 8,402	\$ 8,576	\$ 8,754	\$ 8,935	\$ 18,239	\$ 18,616	\$ 19,000	\$ 19,392	\$ 19,791	\$ 20,199	\$ 20,615	\$ 21,039	\$ 21,472	\$ 274,380
Local TIR Available for Reimbursement	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 2,469,416
Total State & Local TIR Available	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,450	\$ 149,320	\$ 152,200	\$ 155,100	\$ 158,020	\$ 160,960	\$ 163,920	\$ 166,900	\$ 169,900	\$ 3,148,250
DEVELOPER																						
Reimbursement Balance	Beginning Balance	\$ 2,080,338	\$ 1,963,412	\$ 1,844,052	\$ 1,722,208	\$ 1,597,832	\$ 1,470,873	\$ 1,341,278	\$ 1,208,996	\$ 1,073,972	\$ 964,544	\$ 885,761	\$ 805,348	\$ 641,198	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs																						
EGLE Environmental Costs	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Reimbursement	\$ 11,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,062
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
MEDC Non-Environmental Costs																						
MEDC Non-Environmental Costs	\$ 1,173,050	\$ 1,173,050	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 41,454	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,446
Local Tax Reimbursement	\$ 53,086	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 82,085	\$ 83,816	\$ 85,604	\$ 87,450	\$ 89,348	\$ 91,299	\$ 93,304	\$ 95,364	\$ 97,475	\$ 656,604
Total MEDC Reimbursement Balance	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,173,050
Local-Only Costs																						
Local-Only Costs	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,283	\$ 78,784	\$ 80,413	\$ 164,150	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Total Local-Only Reimbursement Balance	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Simple Interest Expense (5%)																						
Simple Interest Expense (5%)	\$ 533,328	\$ -	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -
Annual Interest Incurred	\$ 77,351	\$ 71,504	\$ 65,536	\$ 59,444	\$ 53,225	\$ 46,877	\$ 40,398	\$ 33,783	\$ 27,032	\$ 21,561	\$ 17,622	\$ 13,601	\$ 5,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
MEDC	\$ 53,526	\$ 48,079	\$ 42,111	\$ 36,019	\$ 29,800	\$ 23,452	\$ 16,973	\$ 10,358	\$ 3,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,326
Local-Only	\$ 23,825	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 17,622	\$ 13,601	\$ 5,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 269,002
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,670	\$ 170,998	\$ 174,526	\$ 128,134	\$ -	\$ -	\$ -	\$ 533,328
Total Interest Reimbursement Balance	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
Total Annual Developer Reimbursement	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,450	\$ 149,320	\$ 152,200	\$ 155,100	\$ 158,020	\$ 160,960	\$ 163,920	\$ 166,900	\$ 169,900	\$ 2,194,878
LOCAL BROWNFIELD REVOLVING FUND																						
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 808,860
State Tax Capture	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Capture	\$ 799,922	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,989	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249
Total LBRF Capture	\$ 808,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Attachment A

Amendment #1 to the Act 381 Brownfield Plan Amendment

**Harbor 31 Hotel
181 and 201 Viridian Drive
Muskegon, Michigan 49440**

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

**Act 381 Brownfield Plan Amendment Date: October 30, 2024
Amendment #1 Date: October 6, 2025
Project No. 240340**

**BPA Recommended for Approval by Brownfield Redevelopment Authority on: December 10, 2024
BPA Adopted by the City of Muskegon City Commission on: December 10, 2024**

**Amendment #1 Recommended for Approval by Brownfield Redevelopment Authority on: _____
Amendment #1 Adopted by the City of Muskegon City Commission on: _____**

1.0 Introduction1

 1.1 Proposed Redevelopment and Future Use for Each Eligible Property1

 1.2 Eligible Property Information.....1

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

 2.1 Description of Costs to be Paid for with Tax Increment Revenues2

 2.1.1 Pre-Approved Activities2

 2.1.2 Department Specific Activities2

 2.1.3 Site Preparation2

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List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Muskegon Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment
BPA	Brownfield Plan Amendment
DDCC	Documentation of Due Care Compliance
Developer	Lakeshore Hotel Partners, LLC
ESA	Environmental Site Assessment
EGLE	Michigan Department of Environment, Great Lakes, and Energy
LBRF	Local Brownfield Revolving Fund
MSF	Michigan Strategic Fund
NREPA	Natural Resources and Environmental Protect Act
PA	Public Act
Plan Amendment	Brownfield Plan Amendment
Property	181 and 201 Viridian Drive
QLGU	Qualified Local Governmental Unit

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the “Authority”) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of an eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

On December 10, 2024, the City of Muskegon (the “City”) approved a Brownfield Plan Amendment (BPA) to incorporate 181 and 201 Viridian Drive, Muskegon, Michigan (the “Property”) into the City’s existing Brownfield Plan. The BPA detailed redevelopment plans for the construction of a hotel on the Property, including eligible activity costs and related reimbursement through local-only tax increment financing.

This first amendment to the BPA has been prepared to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities. See Attachment A for copies of amended BPA resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer is proposing to redevelop the Harbor 31 Element Hotel located at 181 and 201 Viridian Drive. The proposed redevelopment activities for “Element Muskegon” include the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining. The total amount of project investment is estimated to be \$28,800,000 with 30–35 full-time equivalent jobs created as a result of this development. Construction is expected to start in winter 2026 and be completed by fall 2027. The proposed site plan is included in Figure 2.

This project serves a public purpose in the City of Muskegon, a Qualified Local Governmental Unit (QLGU), expanding the tax base, investing significant capital into the community, and creating new jobs. Within walking distance from both Muskegon Lake and Downtown Muskegon’s Social District, the Element Muskegon will be a key part of the 31-acre lakefront Harbor 31 master-planned community, which includes homes, townhomes, apartments, senior living, office space, and a marina for residents and visitors. There is no existing hotel or hotel in development on this level of service within the region, so it will draw both community members and national visitors looking to visit this region and Lake Michigan.

1.2 Eligible Property Information

Parcel ID: 61-24-607-000-0007-00
181 Viridian Drive, Muskegon, Michigan 49440
Approximately 0.99 acres

Parcel ID: 61-24-607-000-0006-00
201 Viridian Drive, Muskegon, Michigan 49440
Approximately 2.0 acres

The property is located in the City of Muskegon, a QLGU pursuant to Act 381.

The Property has been historically utilized for industrial purposes dating back to the 1800s. Based on historical environmental investigations conducted over the past 25 years, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria include benzo(a)pyrene, fluoranthene, naphthalene, phenanthrene, arsenic, cadmium, chromium (total), copper, lead, selenium, zinc, and nickel.

The Developer is not a liable party and is in the process of completing a Phase I Environmental Site Assessment (ESA) and a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA), which will be completed when they acquire the property.

Given the known soil contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Appendix 5.

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

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

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the Developer. Tax increment revenues will be captured for reimbursement from local-only tax increment revenues.

The total cost of eligible activities anticipated to be reimbursed to the Developer, inclusive of contingencies, is anticipated to be \$2,171,878. Authority administrative costs are anticipated to be up to \$274,380. While all activities are eligible, as defined in Act 381, the estimated eligible activities and costs under this plan are summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to \$926,988.

2.1.1 Pre-Approved Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to Plan Amendment adoption. Preparation of Phase I and II ESA(s), BEA, and Documentation of Due Care Compliance (DDCC) are necessary to protect the new Property owner/Developer from liability for environmental contamination. Additional due care assessment and/or planning activities are anticipated including, but not limited to, the preparation of a soil management plan and health and safety plan. The total cost is anticipated to be \$20,000.

The total Pre-Approved Activities cost is \$20,000.

2.1.2 Department Specific Activities

Due care activities will include additional investigative sampling and implementation of vapor concerns. Due care costs will include environmental consultant oversight and management. If needed, engineering barriers, including site concrete and paving, are anticipated to cost \$160,000, a vapor mitigation system is anticipated to cost \$160,000, and contaminated soil removal and disposal is anticipated to cost \$50,000, totaling \$370,000.

2.1.3 Site Demolition

Limited site demolition activities will be conducted including but not limited to removal of curb cuts, and sidewalks. Total site demolition is anticipated at \$10,000.

2.1.4 Site Preparation

Site preparation activities are anticipated to include clearing and grubbing (\$5,000), cut and fill operations (\$5,000), dewatering (\$30,000), excavation of unstable material (\$60,000), fill (\$71,000), foundation work/helical piers to address special soil concerns (\$620,000), staking (\$30,000), temporary construction access/roads (\$6,000), temporary erosion control (\$8,000), temporary site control (\$12,000), and associated soft costs (\$150,000). The total cost of site preparation activities is anticipated to be \$997,000.

2.1.5 Brownfield Plan/Work Plan Preparation

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

2.1.6 Brownfield Plan/Work Plan Implementation

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

2.1.7 Interest

A 5% simple interest calculation is anticipated on the total costs annually. The total cost is anticipated to be \$533,328.

2.1.8 Contingency

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction.

The total non-environmental contingency cost is anticipated at \$151,050.

The total Local-Only contingency cost is anticipated at \$55,500.

2.1.9 Authority Administration Cost

Eligible costs incurred by the Authority are included in this plan as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$274,380.

2.1.10 Local Brownfield Revolving Fund

The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years, or as allowed by the statute. This capture is estimated to be up to \$926,988.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs, department specific activities and interest are anticipated to be reimbursed through a Brownfield Plan State and Local tax increment revenues.

Non-Environmental Activities

Because the City of Muskegon is a QLGU, additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. While all eligible activities as defined by Act 381 are eligible, this plan is estimated to provide reimbursement of eligible site demolition, site preparation, development of the Brownfield Plan costs and interest. These costs will be reimbursed with state and local-only (interest) tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the Authority are included as a flat fee of 10% of local tax capture. Administration expenses will be reimbursed with local tax increment revenues only.

Contingencies

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The plan does not include a contingency on pre-approved activities or the preparation of the Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 combined taxable value, \$200,800. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in Winter/Spring 2026 and be completed by Fall 2027. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2027.

Future taxable value estimates have been derived using the redevelopment information provided by the Developer and reviewing market comparables. After the completion of the project, the projected taxable value is estimated at \$5,000,000. In addition to tax increment financing, a Public Act 255 Commercial Redevelopment Act Tax Abatement is being pursued for this development for an estimated 12 years. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities. The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years. The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

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

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

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2028. This plan will then remain in place for 21 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities or 30 years), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

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

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

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

A map showing the eligible property dimensions is attached in Figure 1.

The legal descriptions for the parcels are as follows:

Parcel ID No.: 61-24-607-000-0007-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT G FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

Parcel ID No.: 61-24-607-000-0006-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT F FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

The property is located in the City of Muskegon, a QLGU pursuant to Act 381. The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of “facility.” This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

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

2.10 Plan for Relocation of Displaced Persons

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

2.11 Provisions for Relocation Costs

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

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law


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

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figures

LEGEND

 Approximate Property Boundary



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

201 & 181 Viridian Drive
Muskegon, Michigan
Brownfield Plan



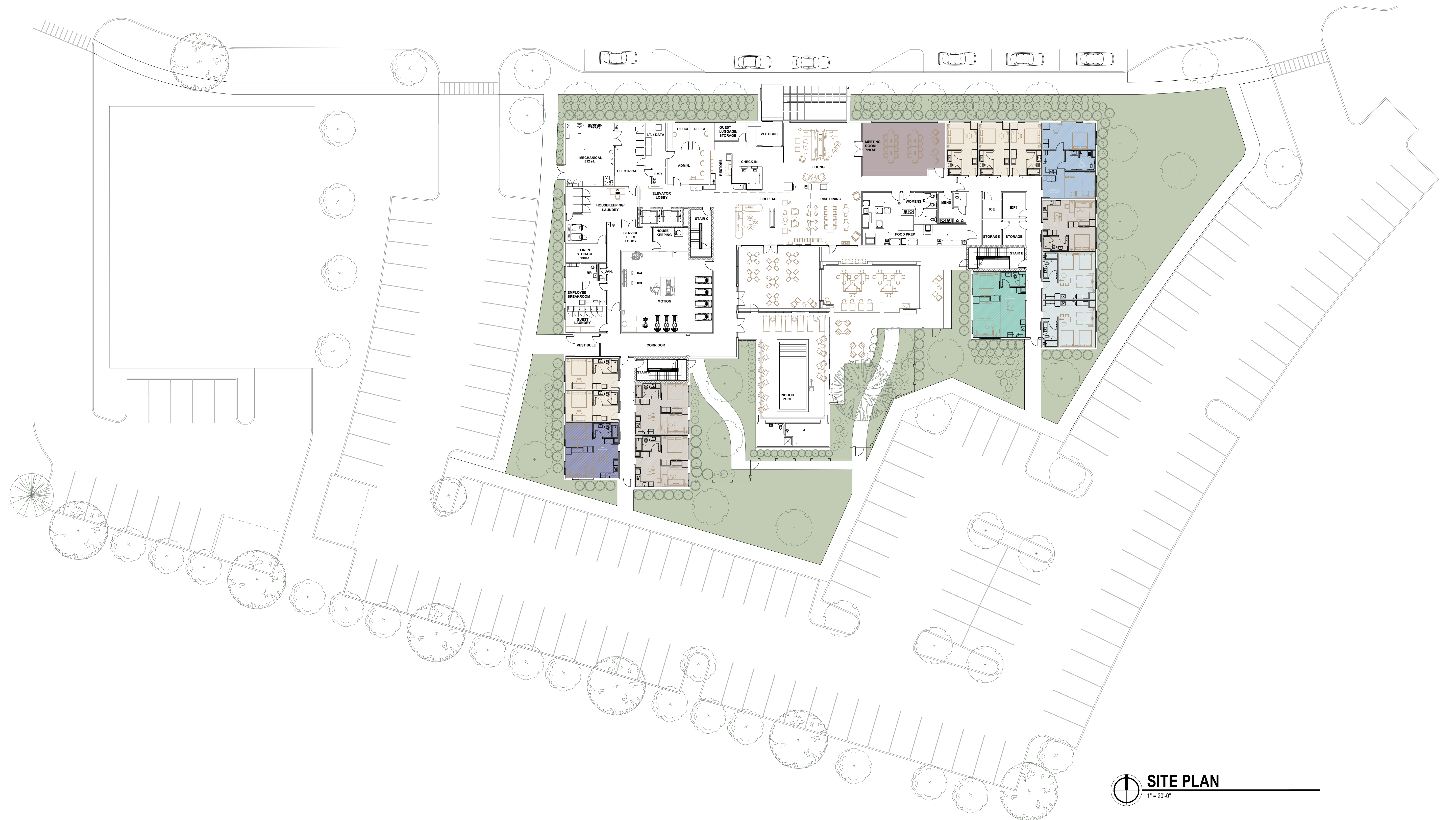
PLOT INFO: Z:\2024\240340\CAD\GIS\ProProj\Brownfield Plan.aprx Layout: FIG02_Site Map Date: 6/11/2024 11:32 AM User: ebuycs

 **SITE MAP**
NORTH 0 75 150 FEET

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

PROJECT NO.
240340

FIGURE NO.
2

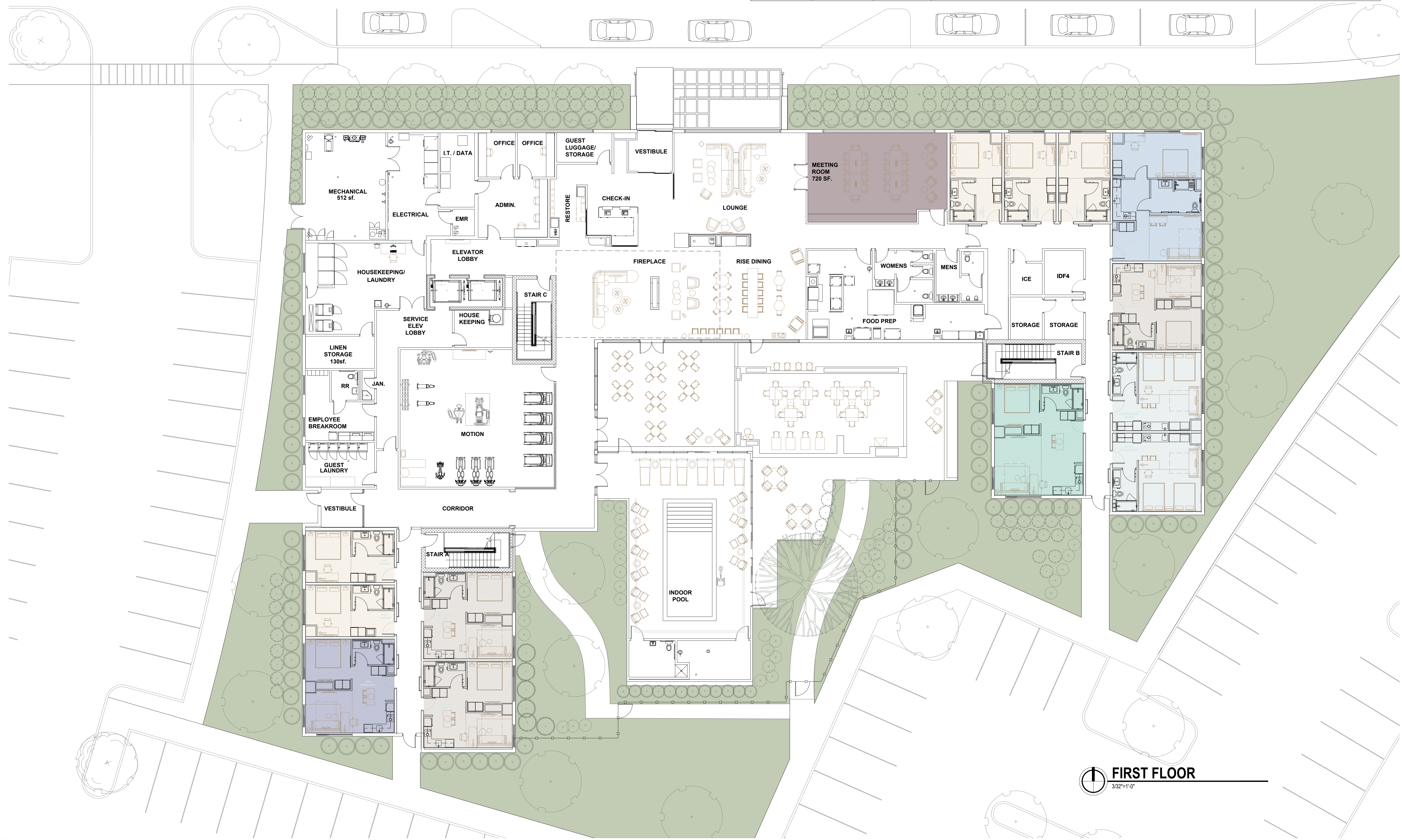


SITE PLAN
1" = 20'-0"

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DRAWN BY:	• DLI
CHECKED:	• DSH

Room Type Summary								
	Standard King	Studio King	Studio Queen/Queen	One Bedroom	One Bedroom ADA	Common King	Conference Suite	Total Rooms
First Floor	0	0	2	5	1	5	0	13
Second floor	6	1	6	9	1	6	1	30
Third Floor	7	1	6	10	1	6	1	32
Fourth Floor	7	1	6	10	1	6	1	32
Fifth Floor	4	0	6	4	1	4	0	19
Total	24	3	26	38	5	30	3	126
Extended Stay	75	58%						
Standard	54	42%						

PARKING SUMMARY		
LODGING	(1 PER ROOM)	129 SPACES
1ST FLOOR OFFICE/RETAIL (1,176 SF.)	(1 PER 500SF.)	3 SPACES
5TH FLOOR OFFICE/RETAIL (6,938 SF.)	(1 PER 500SF.)	13 SPACES
		146 SPACES



FIRST FLOOR
3/32"=1'-0"

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DRAWN BY:	• DLJ
CHECKED:	• DSH




SECOND FLOOR
 3/32"=1'-0"

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DRAWN BY:	• DLI
CHECKED:	• DSH



FIFTH FLOOR
3/32"=1'-0"

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DRAWN BY:	• DLJ
CHECKED:	• DSH



NORTH ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



WEST ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



EAST ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



SOUTH ELEVATION

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Harbor 31 Hotel

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Site Assessment and Baseline Environmental Assessment Activities	\$ 20,000	
<i>Phase I ESA, Phase II ESA, BEA, DDCC</i>	\$ 20,000	Fall 2025
EGLE Eligible Activities Subtotal	\$ 20,000	
EGLE Eligible Activities Total Costs	\$ 20,000	

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Site Preparation	\$ 997,000	
<i>Clearing and Grubbing</i>	\$ 5,000	Spring 2026
<i>Cut & Fill Operations</i>	\$ 5,000	Spring 2026
<i>Dewatering</i>	\$ 30,000	Spring 2026
<i>Excavation of Unstable Material</i>	\$ 60,000	Spring 2026
<i>Fill</i>	\$ 71,000	Spring 2026
<i>Foundation Work to Address Special Soil Concerns (Helical Piers)</i>	\$ 620,000	Spring 2026
<i>Staking</i>	\$ 30,000	Spring 2026
<i>Temporary Construction Access/Roads</i>	\$ 6,000	Spring 2026
<i>Temporary Erosion Control</i>	\$ 8,000	Spring 2026
<i>Temporary Site Control</i>	\$ 12,000	Spring 2026
<i>Soft Costs (architectural, engineering)</i>	\$ 150,000	Spring 2026
Demolition	\$ 10,000	
<i>Site Demolition</i>	\$ 10,000	Spring 2026
MEDC Eligible Activities Subtotal	\$ 1,007,000	
Contingency (15%)	\$ 151,050	
Brownfield Plan/Work Plan Preparation	\$ 15,000	
MEDC Eligible Activities Total Costs	\$ 1,173,050	

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost	Completion Season/Year
Due Care Activities	\$ 370,000	
<i>Engineered Barriers</i>	\$ 160,000	Summer /Fall 2026
<i>Vapor Intrusion Mitigation System</i>	\$ 160,000	Summer /Fall 2026
<i>Contaminated Soil Removal and Disposal</i>	\$ 50,000	Summer /Fall 2026
Local Only Eligible Activities Subtotal	\$ 370,000	
Contingency (15%)	\$ 55,500	
Interest Expense (5%)	\$ 533,328	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
Local Only Eligible Activities Total Costs	\$ 978,828	

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

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

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Totals	
Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048		
*Base Taxable Value	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ -
Future Taxable Value	\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 5,520,404	\$ 5,630,812	\$ 5,743,428	\$ 5,858,297	\$ 5,975,463	\$ 6,094,972	\$ 6,216,872	\$ 6,341,209	\$ 6,468,033	\$ 6,597,394	\$ 6,729,342	\$ 6,863,929	\$ 7,001,207	\$ 7,141,231	\$ 7,284,056	\$ 7,429,737	\$ -	\$ -
Incremental Difference (New TV - Base TV)	\$ 4,799,200	\$ 4,899,200	\$ 5,001,200	\$ 5,105,240	\$ 5,211,361	\$ 5,319,604	\$ 5,430,012	\$ 5,542,628	\$ 5,657,497	\$ 5,774,663	\$ 5,894,172	\$ 6,016,072	\$ 6,140,409	\$ 6,267,233	\$ 6,396,594	\$ 6,528,542	\$ 6,663,129	\$ 6,800,407	\$ 6,940,431	\$ 7,083,256	\$ 7,228,937	\$ -	\$ -
School Capture																							
Millage Rate																							
School Operating	\$ 18,000	\$ 43,193	\$ 44,093	\$ 45,011	\$ 45,947	\$ 46,902	\$ 47,876	\$ 48,870	\$ 49,884	\$ 50,917	\$ 51,972	\$ 53,048	\$ 54,145	\$ 55,272	\$ 56,431	\$ 57,614	\$ 58,822	\$ 60,056	\$ 61,327	\$ 62,635	\$ 63,980	\$ 65,363	\$ 1,662,739
State Education Tax (SET)	\$ 6,000	\$ 28,795	\$ 29,395	\$ 30,007	\$ 30,631	\$ 31,268	\$ 31,918	\$ 32,580	\$ 33,256	\$ 33,945	\$ 34,648	\$ 35,365	\$ 36,096	\$ 36,842	\$ 37,603	\$ 38,380	\$ 39,171	\$ 39,979	\$ 40,802	\$ 41,643	\$ 42,500	\$ 43,374	\$ 748,199
School Total	\$ 24,000	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ 92,114	\$ 94,033	\$ 96,000	\$ 98,022	\$ 100,102	\$ 102,240	\$ 104,438	\$ 106,696	\$ 109,014	\$ 2,410,937
Local Capture																							
Millage Rate																							
County Operating	\$ 5,5637	\$ 13,351	\$ 13,629	\$ 13,913	\$ 14,202	\$ 14,497	\$ 14,798	\$ 15,105	\$ 15,419	\$ 15,738	\$ 16,064	\$ 16,397	\$ 16,736	\$ 17,080	\$ 17,429	\$ 17,784	\$ 18,144	\$ 18,509	\$ 18,876	\$ 19,247	\$ 19,622	\$ 20,001	\$ 513,943
County Museum	\$ 0,3169	\$ 760	\$ 776	\$ 792	\$ 809	\$ 826	\$ 843	\$ 860	\$ 878	\$ 896	\$ 915	\$ 934	\$ 953	\$ 973	\$ 994	\$ 1,016	\$ 1,038	\$ 1,061	\$ 1,084	\$ 1,108	\$ 1,132	\$ 1,157	\$ 29,273
County Veterans	\$ 0,0739	\$ 177	\$ 181	\$ 185	\$ 189	\$ 193	\$ 197	\$ 201	\$ 205	\$ 209	\$ 213	\$ 218	\$ 222	\$ 227	\$ 232	\$ 237	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 267	\$ 6,826
Senior Citizen Services	\$ 0,4921	\$ 1,181	\$ 1,205	\$ 1,231	\$ 1,256	\$ 1,282	\$ 1,309	\$ 1,336	\$ 1,364	\$ 1,392	\$ 1,421	\$ 1,450	\$ 1,480	\$ 3,022	\$ 3,084	\$ 3,148	\$ 3,213	\$ 3,279	\$ 3,346	\$ 3,415	\$ 3,486	\$ 3,557	\$ 45,457
Central Dispatch	\$ 0,2952	\$ 708	\$ 723	\$ 738	\$ 754	\$ 769	\$ 785	\$ 801	\$ 818	\$ 835	\$ 852	\$ 870	\$ 888	\$ 1,813	\$ 1,850	\$ 1,888	\$ 1,927	\$ 1,967	\$ 2,007	\$ 2,049	\$ 2,091	\$ 2,134	\$ 27,269
Community College	\$ 2,1693	\$ 5,205	\$ 5,314	\$ 5,425	\$ 5,537	\$ 5,653	\$ 5,770	\$ 5,890	\$ 6,012	\$ 6,136	\$ 6,263	\$ 6,393	\$ 6,525	\$ 13,320	\$ 13,596	\$ 13,876	\$ 14,162	\$ 14,454	\$ 14,752	\$ 15,056	\$ 15,366	\$ 15,682	\$ 200,388
MAISD	\$ 4,6773	\$ 11,224	\$ 11,458	\$ 11,696	\$ 11,939	\$ 12,188	\$ 12,441	\$ 12,699	\$ 12,962	\$ 13,231	\$ 13,505	\$ 13,784	\$ 14,069	\$ 28,721	\$ 29,314	\$ 29,919	\$ 30,536	\$ 31,165	\$ 31,808	\$ 32,462	\$ 33,131	\$ 33,812	\$ 432,063
City Operating	\$ 9,8554	\$ 23,649	\$ 24,142	\$ 24,644	\$ 25,157	\$ 25,680	\$ 26,213	\$ 26,757	\$ 27,312	\$ 27,878	\$ 28,456	\$ 29,045	\$ 29,645	\$ 60,516	\$ 61,766	\$ 63,041	\$ 64,341	\$ 65,668	\$ 67,021	\$ 68,401	\$ 69,808	\$ 71,244	\$ 910,386
City Sanitation	\$ 2,9364	\$ 7,046	\$ 7,193	\$ 7,343	\$ 7,496	\$ 7,651	\$ 7,810	\$ 7,972	\$ 8,138	\$ 8,306	\$ 8,478	\$ 8,654	\$ 8,833	\$ 18,031	\$ 18,403	\$ 18,783	\$ 19,170	\$ 19,566	\$ 19,969	\$ 20,380	\$ 20,799	\$ 21,227	\$ 271,248
Hackley Library	\$ 2,3516	\$ 5,643	\$ 5,760	\$ 5,880	\$ 6,003	\$ 6,128	\$ 6,255	\$ 6,385	\$ 6,517	\$ 6,652	\$ 6,790	\$ 6,930	\$ 7,074	\$ 14,440	\$ 14,738	\$ 15,042	\$ 15,353	\$ 15,669	\$ 15,992	\$ 16,321	\$ 16,657	\$ 17,000	\$ 217,228
MPS Sinking	\$ 0,9712	\$ 2,330	\$ 2,379	\$ 2,429	\$ 2,479	\$ 2,531	\$ 2,583	\$ 2,637	\$ 2,692	\$ 2,747	\$ 2,804	\$ 2,862	\$ 2,921	\$ 5,964	\$ 6,087	\$ 6,212	\$ 6,341	\$ 6,471	\$ 6,605	\$ 6,741	\$ 6,879	\$ 7,021	\$ 89,714
Local Total	\$ 29,7030	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 2,743,796
Non-Capturable Millages																							
Millage Rate																							
Community College Debt	\$ 0,2700	\$ 648	\$ 661	\$ 675	\$ 689	\$ 704	\$ 718	\$ 733	\$ 748	\$ 764	\$ 780	\$ 796	\$ 812	\$ 1,658	\$ 1,692	\$ 1,727	\$ 1,763	\$ 1,799	\$ 1,836	\$ 1,874	\$ 1,912	\$ 1,952	\$ 24,941
Hackley Debt	\$ 0,4999	\$ 1,200	\$ 1,225	\$ 1,250	\$ 1,276	\$ 1,303	\$ 1,330	\$ 1,357	\$ 1,385	\$ 1,414	\$ 1,443	\$ 1,473	\$ 1,504	\$ 3,070	\$ 3,133	\$ 3,198	\$ 3,264	\$ 3,331	\$ 3,400	\$ 3,470	\$ 3,541	\$ 3,614	\$ 46,178
MPS Debt (2020 & 2021)	\$ 7,7500	\$ 18,597	\$ 18,984	\$ 19,380	\$ 19,783	\$ 20,194	\$ 20,613	\$ 21,041	\$ 21,478	\$ 21,923	\$ 22,377	\$ 22,840	\$ 23,312	\$ 47,588	\$ 48,571	\$ 49,574	\$ 50,596	\$ 51,639	\$ 52,703	\$ 53,788	\$ 54,895	\$ 56,024	\$ 715,901
Non-Capturable Total	\$ 8,5199	\$ 20,444	\$ 20,870	\$ 21,305	\$ 21,748	\$ 22,200	\$ 22,661	\$ 23,132	\$ 23,611	\$ 24,101	\$ 24,600	\$ 25,109	\$ 25,628	\$ 52,316	\$ 53,396	\$ 54,498	\$ 55,623	\$ 56,769	\$ 57,939	\$ 59,132	\$ 60,349	\$ 61,590	\$ 787,020
Total Tax Increment Revenue (TIR) Available for Capture	\$ 143,263	\$ 146,248	\$ 149,293	\$ 152,399	\$ 155,567	\$ 158,798	\$ 162,094	\$ 165,456	\$ 168,885	\$ 172,382	\$ 175,950	\$ 179,589	\$ 329,758	\$ 336,569	\$ 343,516	\$ 350,602	\$ 357,830	\$ 365,202	\$ 372,722	\$ 380,392	\$ 388,216	\$ 5,154,733	

NOTES:
PA 255 Commercial Redevelopment Act Tax Abatement - New Facility is anticipated for 12 years.
PA 255 is a 50% reduction in ad valorem taxes (excluding only SET) for a period of 12 years.

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	44.7%	\$ 651,305	\$ -	\$ 651,305
Local	55.3%	\$ 806,071	\$ 737,502	\$ 1,543,573
TOTAL				
Pre-Approved	2.6%	\$ 20,000	\$ -	\$ 20,000
MEDC	98.6%	\$ 1,437,376	\$ -	\$ 1,437,376
Local-Only	97.4%	\$ -	\$ 737,502	\$ 737,502

Estimated Total 21 (including 5 years of Plan: LBRF Capture)

Estimated Capture	
Administrative Fees	\$ 274,380
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ 808,860

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTAL
	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	
Total State Incremental Revenue	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 969,763
State Brownfield Redevelopment Fund (50% of SET)	\$ 21,596	\$ 22,046	\$ 22,505	\$ 22,974	\$ 23,451	\$ 23,938	\$ 24,435	\$ 24,942	\$ 25,459	\$ 25,986	\$ 26,524	\$ 27,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,929
State TIR Available for Reimbursement	\$ 50,392	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 678,834
Total Local Incremental Revenue	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 2,743,796
BRA Administrative Fee (10%)	\$ 7,128	\$ 7,276	\$ 7,428	\$ 7,582	\$ 7,740	\$ 7,900	\$ 8,064	\$ 8,232	\$ 8,402	\$ 8,576	\$ 8,754	\$ 8,935	\$ 18,239	\$ 18,616	\$ 19,000	\$ 19,392	\$ 19,791	\$ 20,199	\$ 20,615	\$ 21,039	\$ 21,472	\$ 274,380
Local TIR Available for Reimbursement	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 2,469,416
Total State & Local TIR Available	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,150	\$ 148,740	\$ 151,360	\$ 154,012	\$ 156,695	\$ 159,417	\$ 162,179	\$ 164,983	\$ 167,829	\$ 3,148,250
DEVELOPER																						
Reimbursement Balance	Beginning Balance	\$ 2,080,338	\$ 1,963,412	\$ 1,844,052	\$ 1,722,208	\$ 1,597,832	\$ 1,470,873	\$ 1,341,278	\$ 1,208,996	\$ 1,073,972	\$ 964,544	\$ 885,761	\$ 805,348	\$ 641,198	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs																						
EGLE Environmental Costs	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Reimbursement	\$ 11,062	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,062
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
MEDC Non-Environmental Costs																						
MEDC Non-Environmental Costs	\$ 1,173,050	\$ 1,173,050	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 41,454	\$ 51,442	\$ 52,513	\$ 53,605	\$ 54,719	\$ 55,856	\$ 57,015	\$ 58,198	\$ 59,404	\$ 60,634	\$ 61,889	\$ 63,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516,446
Local Tax Reimbursement	\$ 53,086	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 656,604
Total MEDC Reimbursement Balance	\$ 1,078,511	\$ 961,585	\$ 842,224	\$ 720,381	\$ 596,005	\$ 469,045	\$ 339,450	\$ 207,168	\$ 72,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,173,050
Local-Only Costs																						
Local-Only Costs	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,283	\$ 78,784	\$ 80,413	\$ 164,150	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Total Local-Only Reimbursement Balance	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 468,500	\$ 431,217	\$ 352,433	\$ 272,020	\$ 107,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 468,500
Simple Interest Expense (5%)																						
Simple Interest Expense (5%)	\$ 533,328	\$ -	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -
Annual Interest Incurred	\$ 77,351	\$ 71,504	\$ 65,536	\$ 59,444	\$ 53,225	\$ 46,877	\$ 40,398	\$ 33,783	\$ 27,032	\$ 21,561	\$ 17,622	\$ 13,601	\$ 5,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
MEDC	\$ 53,526	\$ 48,079	\$ 42,111	\$ 36,019	\$ 29,800	\$ 23,452	\$ 16,973	\$ 10,358	\$ 3,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,326
Local-Only	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 23,425	\$ 17,622	\$ 13,601	\$ 5,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 269,002
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,670	\$ 170,998	\$ 174,526	\$ 128,134	\$ -	\$ -	\$ -	\$ 533,328
Total Interest Reimbursement Balance	\$ 77,351	\$ 148,855	\$ 214,391	\$ 273,835	\$ 327,060	\$ 373,937	\$ 414,335	\$ 448,118	\$ 475,151	\$ 496,711	\$ 514,333	\$ 527,934	\$ 533,328	\$ 473,658	\$ 302,660	\$ 128,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 533,328
Total Annual Developer Reimbursement	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 146,150	\$ 148,740	\$ 151,360	\$ 154,012	\$ 156,695	\$ 159,417	\$ 162,179	\$ 164,983	\$ 167,829	\$ 2,194,878
LOCAL BROWNFIELD REVOLVING FUND																						
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 808,860
State Tax Capture	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,938
Local Tax Capture	\$ 799,922	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,989	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249
Total LBRF Capture	\$ 808,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Appendix 1

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Resolutions Pending

Appendix 2

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made on _____, _____, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**Authority**”), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**City**”), and Lakeshore Hotel Partners, LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (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 December 10, 2024 (the “**Amendment**,” and, together with the Plan, the “**Brownfield Plan**” – See Exhibit A) to identify the construction of a five-story hotel with 126 hotel rooms. The Plan Amendment was amended on _____ to allow for the state tax capture of eligible non-environmental activities.

B. The Brownfield Plan and Amendment includes specific eligible activities associated with the Developer’s plan to develop land located at 181 & 201 Viridian Drive in Muskegon, Michigan (collectively, the “**Developer Property**”).

C. The Developer is in the process of acquiring the Developer Property, which is included in the Brownfield Plan as an “eligible property” because it was determined to be a “facility”, as defined by Part 201 of the Natural Resources and Environmental Protection Act (“**Part 201**”), or adjacent and contiguous to an “eligible property.”

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining (the “**Project**”), including department specific environmental activities, site preparation, a 15% contingency, 5% simple interest and brownfield plan preparation/implementation, as described in the Amendment to the Brownfield Plan, with an estimated cost of **\$2,194,878** (the “**Developer Eligible Activities**”). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are **\$2,194,878** (the “**Total Eligible Brownfield TIF Costs**”).

E. Act 381 permits the Authority to capture and use local and certain school 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 incurred and approved for the Project.

F. 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 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 for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue (except the TIF Management Administrative Fee outlined in Section 1 (a)(ii)), to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(ii) Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2044. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

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

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 in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer 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 Developer 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.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer (and the Authority) 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 Developer required under this Agreement have been made or December 31, 2044 and the five additional years (post developer reimbursement) of TIF capture for reimbursement into the LBRF have been made or December 31, 2048 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the 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 Developer 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. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment. In the event of a tax appeal, the term of the Plan made be extended to cover the capture of eligible activities, but in all cases cannot extend beyond 30 years from the initial date of capture.

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 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 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 may each make a collateral assignment of their 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, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. 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.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By:
Its:

CITY OF MUSKEGON

By:
Its:

By:
Its:

Lakeshore Hotel Partners, LLC

By:
Its:

19886336-2

EXHIBIT A
Copy of Brownfield Plan

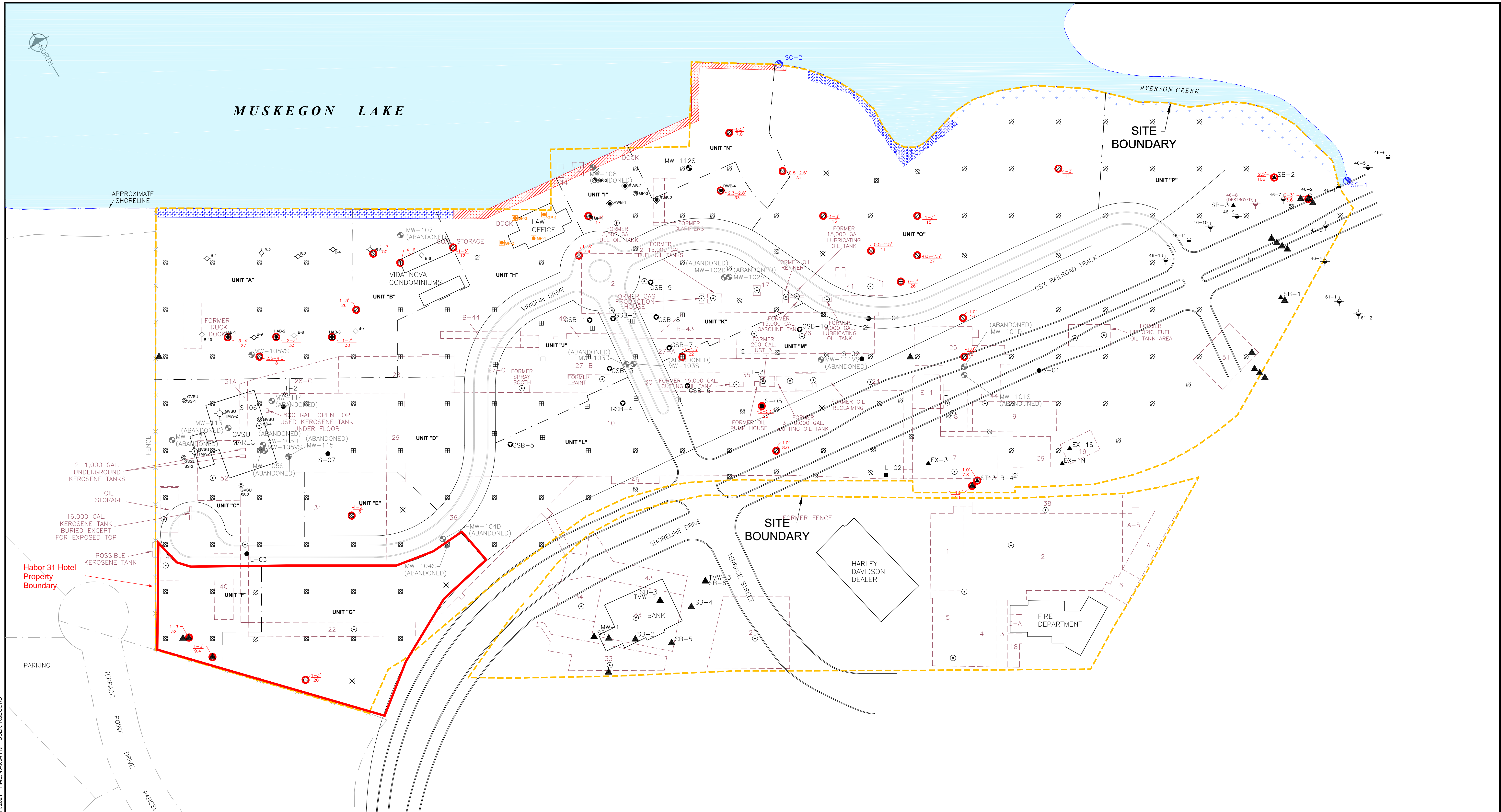
Appendix 3

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Notices Pending

Appendix 4

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Notices Pending

Appendix 5



PLOT INFO: Z:\2010\106\BECAD\2010106\BEC.DWG LAYOUT: FIG09_DIRECT CONTACT.ras DATE: 1/11/2021 TIME: 4:48:04 PM USER: RSECORD

LEGEND

- | | | | |
|----|---|------|--|
| ● | MAY 1993 SAMPLING LOCATION | ▨ | RIPRAP AREA BEHIND WOOD BARRIER REMNANTS |
| ⊗ | JUNE 1994 SOIL SAMPLING LOCATION | ▨ | RIPRAP AREA WITH NO BARRIER |
| ⊗ | MAY 1995 SAMPLING LOCATION | ▨ | SANDY AREA WITH SOME RIPRAP |
| ⊗ | DECEMBER 1998 SAMPLING LOCATION | ▨ | NEW SEAWALL (BASED ON DESIGN DRAWINGS PROVIDED BY: DRIESEN & ASSOCIATES, INC.) |
| ▲ | DELL SOIL BORING LOCATION | ▨ | MARSHY/BOGGY FLAT AREA |
| ▲ | SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION | 1-3' | SOIL SAMPLE DEPTH (ft.) |
| ▲ | MONITORING WELL LOCATION | 20 | ARSENIC EXCEEDANCE (mg/kg) |
| ▲ | ELEVATED DETECTION LIMITS | | |
| ▲ | ERM SOIL BORING DECEMBER 2001 | | |
| ○ | ERM (GVSU) TEMPORARY MONITORING WELL (2003) | | |
| ○ | ERM (GVSU) SOIL SAMPLE (2003) | | |
| ○ | ERM SOIL BORING (2003) | | |
| ○ | ERM GEOPROBE BORING (2004) | | |
| ○ | ERM GEOPROBE BORING (2005) | | |
| ○ | ERM SOIL BORING (2006) | | |
| ○ | RWB SOIL BORING (2011) | | |
| ND | NOT DETECTED (CONCENTRATION < REPORTING LIMIT) | | |
| ○ | RESULTS EXCEED RESIDENTIAL DIRECT CONTACT CRITERION | | |

REVISIONS

Drawn By
 Designer
 Reviewer
 Manager

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

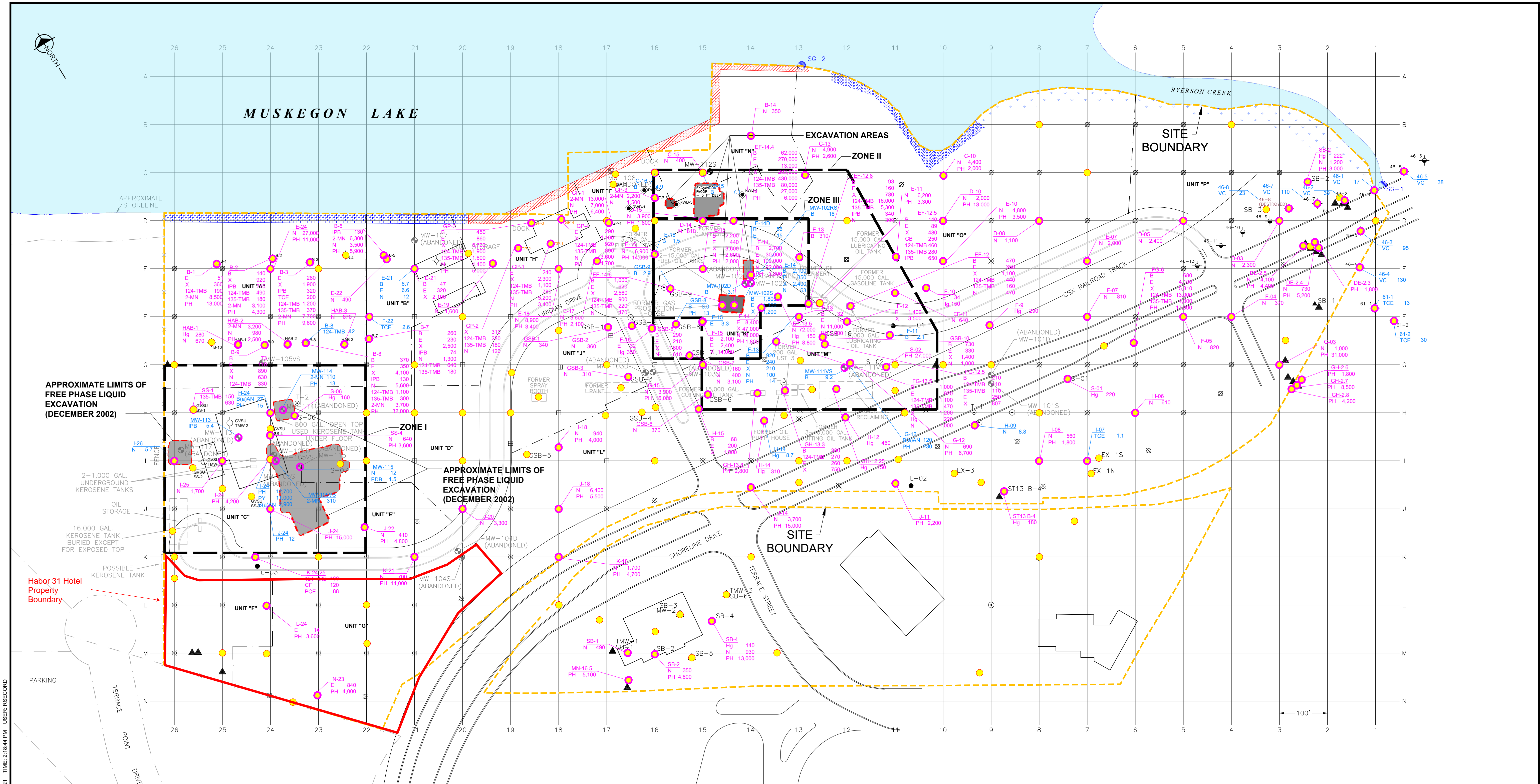
PROJECT NO.

SHEET NO.

3

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**ARSENIC
 GENERIC RESIDENTIAL
 DIRECT CONTACT CRITERION
 EXCEEDANCES (mg/kg)**



PLOT INFO: Z:\20010106\SECAD\2021\4106\SEC.DWG LAYOUT: FIGURE_VIAC_EXCEEDANCES IN SOIL & GW DATE: 3/16/2021 TIME: 2:18:44 PM USER: RSECORD

REVISIONS

LEGEND

- MAY 1993 SAMPLING LOCATION
- ⊠ JUNE 1994 SAMPLING LOCATION
- ⊡ MAY 1995 SAMPLING LOCATION
- ⊞ DECEMBER 1998 SAMPLING LOCATION
- ⊟ DELL SOIL BORING LOCATION
- ▲ SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION
- ⊙ MONITORING WELL LOCATION
- * ELEVATED DETECTION LIMITS
- ⊕ ERM SOIL BORING DECEMBER 2001
- ⊖ ERM (GVSU) TEMPORARY MONITORING WELL (2003)
- ⊗ ERM (GVSU) SOIL SAMPLE (2003)
- ⊘ ERM SOIL BORING (2003)
- ⊙ ERM GEOPROBE BORING (2004)
- ⊚ ERM GEOPROBE BORING (2005)
- ⊛ ERM SOIL BORING (2006)
- ⊜ RWB SOIL BORING (2011)
- ⊝ TEMPORARY WELL FOR DE-WATERING
- SOIL SAMPLE COLLECTED
- RESULTS EXCEED RESIDENTIAL VISL IN SOIL
- RESULTS EXCEED RESIDENTIAL VISL IN GROUNDWATER
- B BENZENE
- T TOLUENE
- E ETHYLBENZENE
- X XYLENES
- TMB TRIMETHYLBENZENE
- 2-MN 2-METHYLNAPHTHALENE
- N NAPHTHALENE
- CB CHLOROBENZENE
- CF CHLOROFORM
- IPB ISOPROPYLBENZENE
- PCE TETRACHLOROETHENE
- TCE TRICHLOROETHENE
- cisDCE cis-1,2-DICHLOROETHENE
- PY PYRENE
- PH PHENANTHRENE
- VIAC VOLATILIZATION TO INDOOR AIR CRITERIA
- VC VINYL CHLORIDE
- EBD ETHYLENE DIBROMIDE
- Hg MERCURY, TOTAL
- B(a)A BENZO(a)ANTHRACENE
- ▨ RIPRAP AREA BEHIND WOOD BARRIER REMNANTS
- ▩ RIPRAP AREA WITH NO BARRIER
- ▧ SANDY AREA WITH SOME RIPRAP
- ▦ NEW SEAWALL (BASED ON DESIGN DRAWINGS PROVIDED BY: DRIESENGA & ASSOCIATES, INC.)
- ▤ MARSHY/BOGGY FLAT AREA
- ND NOT DETECTED (CONCENTRATION < REPORTING LIMIT)
- μg/Kg MICROGRAMS PER KILOGRAM
- μg/L MICROGRAMS PER LITER
- SDBL STATEWIDE DEFAULT BACKGROUND LEVEL

VAPOR INTRUSION CLEANUP CRITERIA – SOIL
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Soil (μg/Kg)
Benzene	1.7
Toluene	3,700
Ethylbenzene	12
Xylenes	280
Chlorobenzene	82
Chloroform	0.26
1,2,4 Trimethylbenzene	150
1,3,5 Trimethylbenzene	100
2-Methylnaphthalene	1,700
Naphthalene	67
Isopropylbenzene	3.8
Phenanthrene	1,700
Trichloroethene	0.33
Tetrachloroethene	6.2
Mercury, Total	22 (SDBL 130)

VAPOR INTRUSION CLEANUP CRITERIA – GROUNDWATER
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Groundwater (μg/L)
Benzene	1.0
Toluene	300
Ethylbenzene	2.8
Xylenes	75
2-Methylnaphthalene	66
Naphthalene	4.2
Trichloroethene	0.073
Isopropylbenzene	0.6
Phenanthrene	9.5
Pyrene	140
cis-1,2-Dichloroethene	3.4
Vinyl Chloride	0.12
Ethylene Dibromide	0.13
Benzo(a)Anthracene	9.4
Mercury, Total	0.088

**SOIL (μg/Kg) AND GROUNDWATER (μg/L)
ANALYTICAL RESULTS
EXCEEDING SITE-SPECIFIC RESIDENTIAL VIAC**

Drawn By
Designer
Reviewer
Manager

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.

SHEET NO.

4

Attachment B

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made on _____, _____, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**Authority**”), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the “**City**”), and Lakeshore Hotel Partners, LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (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 December 10, 2024 (the “**Amendment**,” and, together with the Plan, the “**Brownfield Plan**” – See Exhibit A) to identify the construction of a five-story hotel with 126 hotel rooms. The Plan Amendment was amended on _____ to allow for the state tax capture of eligible non-environmental activities.

B. The Brownfield Plan and Amendment includes specific eligible activities associated with the Developer’s plan to develop land located at 181 & 201 Viridian Drive in Muskegon, Michigan (collectively, the “**Developer Property**”).

C. The Developer is in the process of acquiring the Developer Property, which is included in the Brownfield Plan as an “eligible property” because it was determined to be a “facility”, as defined by Part 201 of the Natural Resources and Environmental Protection Act (“**Part 201**”), or adjacent and contiguous to an “eligible property.”

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining (the “**Project**”), including department specific environmental activities, site preparation, a 15% contingency, 5% simple interest and brownfield plan preparation/implementation, as described in the Amendment to the Brownfield Plan, with an estimated cost of **\$2,194,878** (the “**Developer Eligible Activities**”). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are **\$2,194,878** (the “**Total Eligible Brownfield TIF Costs**”).

E. Act 381 permits the Authority to capture and use local and certain school 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 incurred and approved for the Project.

F. 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 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 for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue (except the TIF Management Administrative Fee outlined in Section 1 (a)(ii)), to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(ii) Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2047. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

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 in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer 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 Developer 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.

4. Term of Agreement.

The Authority's obligation to reimburse the 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 Developer required under this Agreement have been made or December 31, 2048 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the 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 Developer 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. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

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 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 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 may each make a collateral assignment of their 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, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. 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.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**

By:
Its:

CITY OF MUSKEGON

By:
Its:

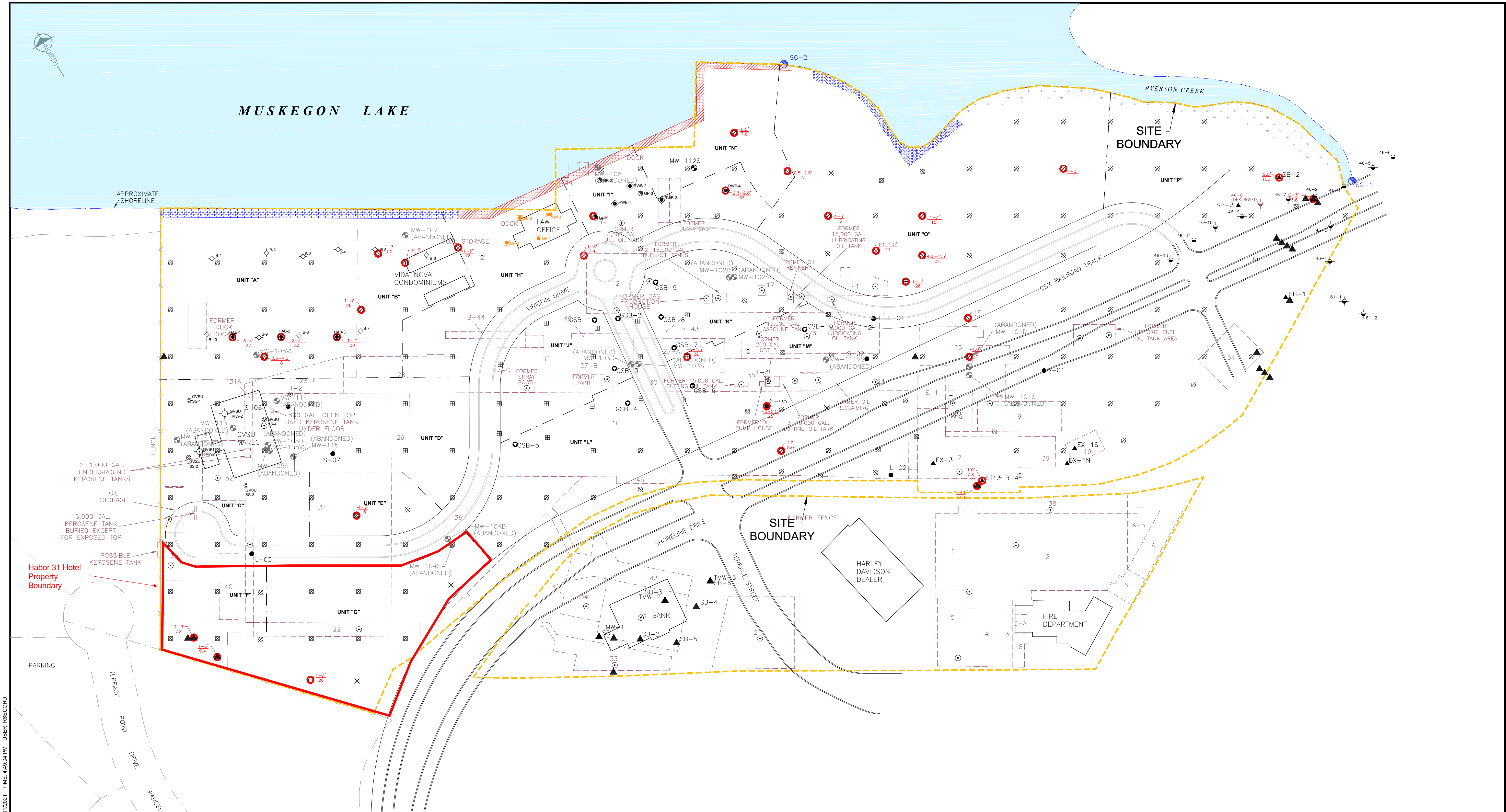
Lakeshore Hotel Partners, LLC

By:
Its:

19886336-2

DRAFT

Attachment C



PLOT INFO: Z:\2005\10\06\BECAD\2014\10\06\BECAD.DWG LAYOUT: FIG09_DIRECT CONTACT.ras DATE: 11/12/2011 TIME: 4:48:04 PM USER: RSECORD

LEGEND

- | | | | |
|----|---|------|--|
| ● | MAY 1993 SAMPLING LOCATION | ▨ | RIPRAP AREA BEHIND WOOD BARRIER REMNANTS |
| ⊗ | JUNE 1994 SOIL SAMPLING LOCATION | ▨ | RIPRAP AREA WITH NO BARRIER |
| ⊗ | MAY 1995 SAMPLING LOCATION | ▨ | SANDY AREA WITH SOME RIPRAP |
| ⊗ | DECEMBER 1998 SAMPLING LOCATION | ▨ | NEW SEAWALL (BASED ON DESIGN DRAWINGS PROVIDED BY: DRIESEN & ASSOCIATES, INC.) |
| ▲ | DELL SOIL BORING LOCATION | ▨ | MARSHY/BOGGY FLAT AREA |
| ▲ | SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION | 1-3' | SOIL SAMPLE DEPTH (ft.) |
| ▲ | MONITORING WELL LOCATION | 20 | ARSENIC EXCEEDANCE (mg/kg) |
| ▲ | ELEVATED DETECTION LIMITS | | |
| ▲ | ERM SOIL BORING DECEMBER 2001 | | |
| ○ | ERM (GVSU) TEMPORARY MONITORING WELL (2003) | | |
| ○ | ERM (GVSU) SOIL SAMPLE (2003) | | |
| ○ | ERM SOIL BORING (2003) | | |
| ○ | ERM GEOPROBE BORING (2004) | | |
| ○ | ERM GEOPROBE BORING (2005) | | |
| ○ | ERM SOIL BORING (2006) | | |
| ○ | RWB SOIL BORING (2011) | | |
| ND | NOT DETECTED (CONCENTRATION < REPORTING LIMIT) | | |
| ○ | RESULTS EXCEED RESIDENTIAL DIRECT CONTACT CRITERION | | |

REVISIONS

Drawn By
 Designer
 Reviewer
 Manager

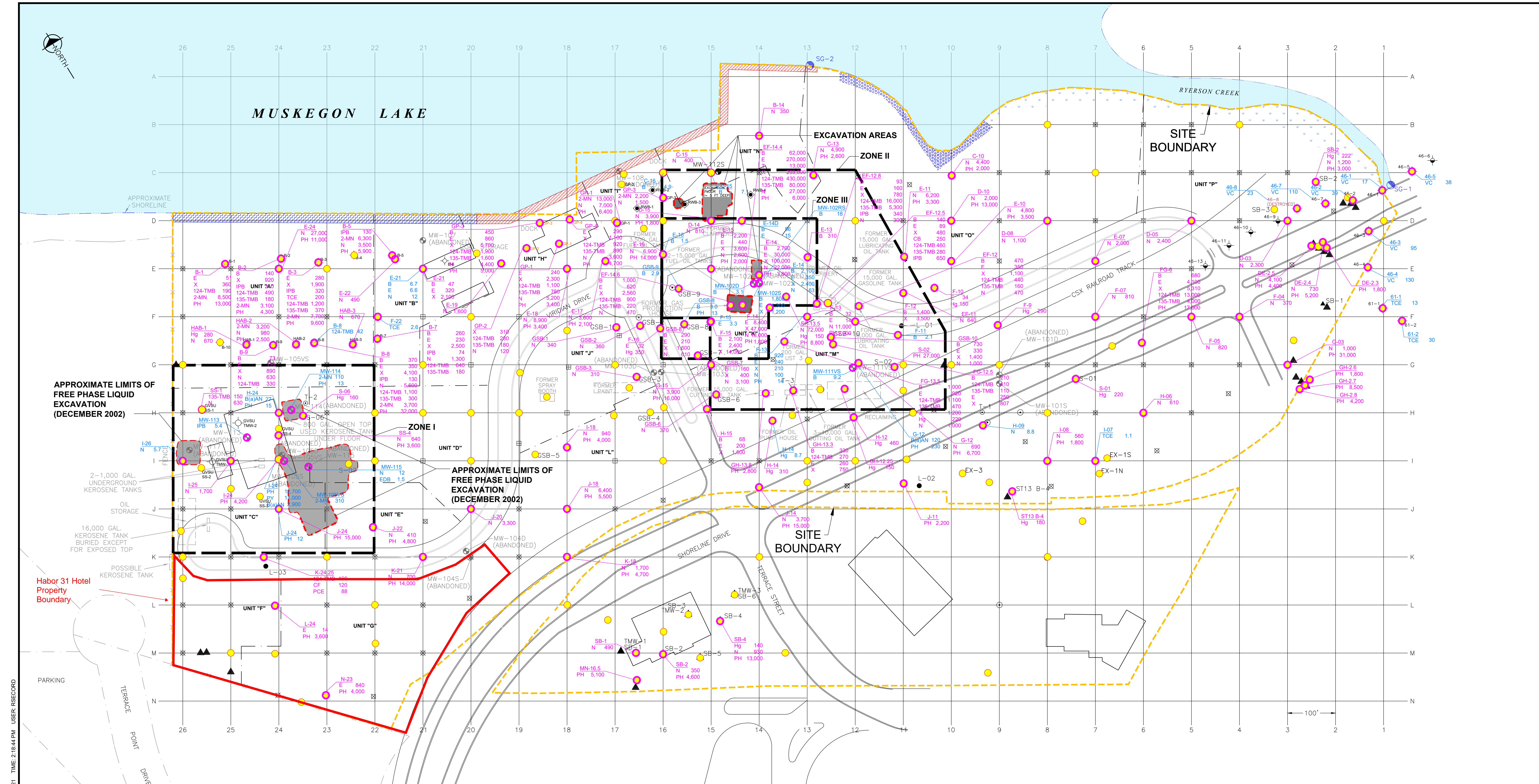
Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.

SHEET NO.

3

**ARSENIC
 GENERIC RESIDENTIAL
 DIRECT CONTACT CRITERION
 EXCEEDANCES (mg/kg)**



PLOT INFO: Z:\20010106\SECAD\2021\4106\SEC.DWG LAYOUT: FIGURE_VIAC_EXCEEDANCES IN SOIL & GW DATE: 3/16/2021 TIME: 2:18:44 PM USER: RSECORD

REVISIONS

LEGEND

- MAY 1993 SAMPLING LOCATION
 - ⊠ JUNE 1994 SAMPLING LOCATION
 - ⊠ MAY 1995 SAMPLING LOCATION
 - ⊠ DECEMBER 1998 SAMPLING LOCATION
 - ⊠ DELL SOIL BORING LOCATION
 - ▲ SUPERIOR ENVIRONMENTAL SOIL BORING LOCATION
 - ⊙ MONITORING WELL LOCATION
 - * ELEVATED DETECTION LIMITS
 - ⊙ ERM SOIL BORING DECEMBER 2001
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 - SOIL SAMPLE COLLECTED
 - RESULTS EXCEED RESIDENTIAL VISL IN SOIL
 - RESULTS EXCEED RESIDENTIAL VISL IN GROUNDWATER
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 - VIAC VOLATILIZATION TO INDOOR AIR CRITERIA
 - VC VINYL CHLORIDE
 - EBD ETHYLENE DIBROMIDE
 - Hg MERCURY, TOTAL
 - B(a)A BENZO(a)ANTHRACENE
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 - μg/Kg MICROGRAMS PER KILOGRAM
 - μg/L MICROGRAMS PER LITER
 - SDBL STATEWIDE DEFAULT BACKGROUND LEVEL

VAPOR INTRUSION CLEANUP CRITERIA – SOIL
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Soil (μg/Kg)
Benzene	1.7
Toluene	3,700
Ethylbenzene	12
Xylenes	280
Chlorobenzene	82
Chloroform	0.26
1,2,4 Trimethylbenzene	150
1,3,5 Trimethylbenzene	100
2-Methylnaphthalene	1,700
Naphthalene	67
Isopropylbenzene	3.8
Phenanthrene	1,700
Trichloroethene	0.33
Tetrachloroethene	6.2
Mercury, Total	22 (SDBL 130)

VAPOR INTRUSION CLEANUP CRITERIA – GROUNDWATER
(Site-Specific Volatilization to Indoor Air Criteria, EGLE, February 2021)

Compound	Residential VIAC in Groundwater (μg/L)
Benzene	1.0
Toluene	300
Ethylbenzene	2.8
Xylenes	75
2-Methylnaphthalene	66
Naphthalene	4.2
Trichloroethene	0.073
Isopropylbenzene	0.6
Phenanthrene	9.5
Pyrene	140
cis-1,2-Dichloroethene	3.4
Vinyl Chloride	0.12
Ethylene Dibromide	0.13
Benzo(a)Anthracene	9.4
Mercury, Total	0.088

**SOIL (μg/Kg) AND GROUNDWATER (μg/L)
ANALYTICAL RESULTS
EXCEEDING SITE-SPECIFIC RESIDENTIAL VIAC**

Drawn By
Designer
Reviewer
Manager

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.

SHEET NO.

4



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: DDA AGENDA ITEM: Acceptance of Financial Report for September 30, 2025				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: City staff is requesting the approval of the financial report for September 30, 2025.					
Detailed Summary & Background: City staff is requesting approval of the financial report for the period ending September 30, 2025. The current projected fund balance is \$460,986.12, with no unexpected changes to the budget. The report includes revenue received from the State Treasury Department for TIF revenue loss. Expenses during this period include wages for the DDA seasonal worker, Lakeshore Art Festival expenses, hay bale decorations, and downtown landscaping. Please note that the projected fund balance is subject to change as additional revenues and expenses are received and processed.					
<u>Goal/Action Item:</u>					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">█</td> </tr> </table>	Yes	No	N/A	█
Yes	No	N/A	█		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">█</td> </tr> </table>	Yes	No	N/A	█
Yes	No	N/A	█		
Recommended Motion: I move to approve the September 30, 2025 financial report as presented.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division Head			<u>Name the Policy/Ordinance Followed:</u>	
Immediate Division Head					

Information Technology		
Other Division Heads		
Communication		
Legal Review		

DDA FOR CITY OF MUSKEGON
Balance As of 09/30/2025

GL Number	Description	YTD Balance 09/30/2024	25-26 Amended Budget	YTD Balance 09/30/2025	Activity For 09/30/2025
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Assets					
Department: 000					
394-000-001	CASH IN BANK	399,269.17		394,257.97	(15,643.31)
Total Department 000:		399,269.17		394,257.97	(15,643.31)
Assets		399,269.17		394,257.97	(15,643.31)
Account Category: Liabilities					
Department: 000					
394-000-202	ACCOUNTS PAYABLE	0.00		4,144.00	1,014.00
Total Department 000:		0.00		4,144.00	1,014.00
Liabilities		0.00		4,144.00	1,014.00
Account Category: Fund Equity					
Department: 000					
394-000-399	FUND BALANCE UNRESERVED	460,986.12		460,986.12	0.00
Total Department 000:		460,986.12		460,986.12	0.00
Fund Equity		460,986.12		460,986.12	0.00
Account Category: Revenues					
Department: 000					
394-000-402	PROPERTY TAX	0.00	537,000.00	0.00	0.00
394-000-569	STATE GRANTS OTHER	0.00	0.00	1,957.93	1,957.93
394-000-613	EVENT REVENUE	0.00	100,000.00	(1,231.00)	0.00
394-000-665-004970	INTEREST INCOME	555.19	1,300.00	0.00	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	0.00	12,000.00	0.00	0.00
Total Department 000:		555.19	650,300.00	726.93	1,957.93
Revenues		555.19	650,300.00	726.93	1,957.93
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-702	BUDGETED SALARIES & BENEFITS	0.00	138,284.00	0.00	0.00
394-703-703	SALARY PERMANENT	15,817.72	0.00	14,643.90	5,292.05
394-703-708	VACATION PAY	349.54	0.00	117.23	0.00
394-703-711	HOLIDAY PAY	515.26	0.00	410.25	293.08
394-703-712	RETIREE HEALTHCARE - GENERAL	545.80	0.00	514.98	175.05
394-703-714	MERS RETIREMENT SYSTEM	1,637.45	0.00	1,494.26	499.61
394-703-717	HEALTH INSURANCE	4,602.78	0.00	26.63	23.14
394-703-718	LIFE INSURANCE	78.76	0.00	68.63	22.73
394-703-719	DENTAL INSURANCE	216.00	0.00	84.78	34.71
394-703-721	DISABILITY INSURANCE	66.85	0.00	58.44	19.42
394-703-722	SOCIAL SECURITY	1,330.62	0.00	1,249.14	418.54
394-703-723	WORKERS' COMPENSATION	67.01	0.00	61.21	22.39
394-703-801	CONTRACTUAL SERVICES	0.00	100,000.00	18,926.00	3,190.00
394-703-850	TELEPHONE	75.00	0.00	(45.00)	(15.00)
394-703-944	VEHICLE RENTAL	0.00	0.00	46.77	46.77
Total Department 703:		25,302.79	238,284.00	37,657.22	10,022.49
Department: 778 LAKESHORE ART FESTIVAL					
394-778-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	2,000.00	2,465.52	0.00
394-778-801	CONTRACTUAL SERVICES	0.00	20,000.00	2,748.35	1,824.45
394-778-850	TELEPHONE	137.14	700.00	68.71	0.00
394-778-903	ADVERTISING	0.00	7,000.00	2,284.42	827.20
Total Department 778:		137.14	29,700.00	7,567.00	2,651.65
Department: 780 TASTE OF MUSKEGON					
394-780-801	CONTRACTUAL SERVICES	28.80	0.00	0.00	0.00
Total Department 780:		28.80	0.00	0.00	0.00
Department: 808 FARMERS & FLEA MARKET					
394-808-801	CONTRACTUAL SERVICES	1,023.00	0.00	0.00	0.00
Total Department 808:		1,023.00	0.00	0.00	0.00
Department: 906 DEBT SERVICE					
394-906-801	CONTRACTUAL SERVICES	35,780.41	145,000.00	20,353.30	5,941.10
394-906-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	130,000.00	0.00	0.00
Total Department 906:		35,780.41	275,000.00	20,353.30	5,941.10
Expenditures		62,272.14	542,984.00	65,577.52	18,615.24



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: DDA AGENDA ITEM: Acceptance of Financial Report for October 31, 2025				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: City staff is requesting the approval of the financial report for October 31, 2025.					
Detailed Summary & Background: City staff is requesting approval of the financial report for the period ending October 31, 2025. The current projected fund balance is \$460,986.12, with no unexpected changes to the budget. Revenues and expenses for this period include final DDA seasonal worker wages, Lakeshore Art Festival expenses, downtown landscaping contract payments, downtown wayfinding signage, and Holidays in the City brochure costs. Please note that this projected fund balance is subject to change as additional revenues and expenses are received and processed.					
Goal/Action Item:					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; background-color: black;"></td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; background-color: black;"></td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Recommended Motion: I move to approve the October 31, 2025 financial report as presented.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> Immediate Division Head </td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head		Name the Policy/Ordinance Followed:		
Immediate Division Head					

Information Technology		
Other Division Heads		
Communication		
Legal Review		

DDA FOR CITY OF MUSKEGON

Balance As of 10/31/2025

GL Number	Description	YTD Balance 10/31/2024	25-26 Amended Budget	YTD Balance 10/31/2025	Activity For 10/31/2025
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Assets					
Department: 000					
394-000-001	CASH IN BANK	369,079.91		369,488.99	(24,768.98)
Total Department 000:		369,079.91		369,488.99	(24,768.98)
Assets		369,079.91		369,488.99	(24,768.98)
Account Category: Liabilities					
Department: 000					
394-000-202	ACCOUNTS PAYABLE	10,288.90		0.00	(4,144.00)
Total Department 000:		10,288.90		0.00	(4,144.00)
Liabilities		10,288.90		0.00	(4,144.00)
Account Category: Fund Equity					
Department: 000					
394-000-399	FUND BALANCE UNRESERVED	460,986.12		460,986.12	0.00
Total Department 000:		460,986.12		460,986.12	0.00
Fund Equity		460,986.12		460,986.12	0.00
Account Category: Revenues					
Department: 000					
394-000-402	PROPERTY TAX	0.00	537,000.00	0.00	0.00
394-000-569	STATE GRANTS OTHER	0.00	0.00	1,957.93	0.00
394-000-613	EVENT REVENUE	0.00	100,000.00	(1,231.00)	0.00
394-000-665-004970	INTEREST INCOME	715.23	1,300.00	0.00	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	0.00	12,000.00	6,000.00	6,000.00
Total Department 000:		715.23	650,300.00	6,726.93	6,000.00
Revenues		715.23	650,300.00	6,726.93	6,000.00
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-702	BUDGETED SALARIES & BENEFITS	0.00	138,284.00	0.00	0.00
394-703-703	SALARY PERMANENT	21,918.00	0.00	21,635.38	6,991.48
394-703-708	VACATION PAY	349.54	0.00	1,230.94	1,113.71
394-703-710	PERSONAL & OTHER LEAVE	0.00	0.00	468.93	468.93
394-703-711	HOLIDAY PAY	515.26	0.00	410.25	0.00
394-703-712	RETIREE HEALTHCARE - GENERAL	728.80	0.00	769.17	254.19
394-703-714	MERS RETIREMENT SYSTEM	2,186.47	0.00	2,262.89	768.63
394-703-717	HEALTH INSURANCE	6,137.04	0.00	108.79	82.16
394-703-718	LIFE INSURANCE	105.18	0.00	103.16	34.53
394-703-719	DENTAL INSURANCE	288.00	0.00	140.29	55.51
394-703-721	DISABILITY INSURANCE	89.27	0.00	88.32	29.88
394-703-722	SOCIAL SECURITY	1,776.82	0.00	1,891.26	642.12
394-703-723	WORKERS' COMPENSATION	89.28	0.00	104.68	43.47
394-703-801	CONTRACTUAL SERVICES	1,800.00	100,000.00	20,510.00	1,584.00
394-703-850	TELEPHONE	100.00	0.00	(60.00)	(15.00)
394-703-944	VEHICLE RENTAL	0.00	0.00	263.70	216.93
Total Department 703:		36,083.66	238,284.00	49,927.76	12,270.54
Department: 778 LAKESHORE ART FESTIVAL					
394-778-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	2,000.00	2,465.52	0.00
394-778-801	CONTRACTUAL SERVICES	2,749.28	20,000.00	7,898.35	5,150.00
394-778-850	TELEPHONE	205.75	700.00	68.71	0.00
394-778-903	ADVERTISING	1,560.10	7,000.00	2,284.42	0.00
Total Department 778:		4,515.13	29,700.00	12,717.00	5,150.00
Department: 780 TASTE OF MUSKEGON					
394-780-801	CONTRACTUAL SERVICES	86.40	0.00	0.00	0.00
Total Department 780:		86.40	0.00	0.00	0.00
Department: 808 FARMERS & FLEA MARKET					
394-808-801	CONTRACTUAL SERVICES	1,023.00	0.00	0.00	0.00
Total Department 808:		1,023.00	0.00	0.00	0.00
Department: 809 EVENTS					
394-809-749	MISCELLANEOUS MATERIAL & SUPPLIES	2,346.74	0.00	0.00	0.00
Total Department 809:		2,346.74	0.00	0.00	0.00
Department: 906 DEBT SERVICE					
394-906-801	CONTRACTUAL SERVICES	58,855.41	145,000.00	29,557.74	9,204.44
394-906-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	130,000.00	0.00	0.00

DDA FOR CITY OF MUSKEGON
Balance As of 10/31/2025

GL Number	Description	YTD Balance 10/31/2024	25-26 Amended Budget	YTD Balance 10/31/2025	Activity For 10/31/2025
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Expenditures					
Department: 906 DEBT SERVICE					
Total Department 906:		58,855.41	275,000.00	29,557.74	9,204.44
Expenditures		102,910.34	542,984.00	92,202.50	26,624.98



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: DDA AGENDA ITEM: GLOW SPONSORSHIP for Holiday Lights								
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development								
Brief Summary: Lakeshore Legacy Project has requested financial support for their annual GLOW event in the amount of \$15,000.									
Detailed Summary & Background: On October 28, 2025, we received a request from the Lakeshore Legacy Project for financial support of their annual GLOW event. Over the past three years, GLOW has provided holiday lighting along Western Avenue and other key locations throughout the downtown area. The organization is requesting \$15,000, which was already included in the DDA budget to cover costs associated with lighting, installation, maintenance, and event coordination. The Lakeshore Legacy Project is now under new leadership but plans to continue delivering the same quality and festive holiday experience as in previous years.									
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life									
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:									
Amount Requested: \$15,000	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">N/A</td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>				N/A
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>						
			N/A						
Fund(s) or Account(s): 394-906-801	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%; text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">N/A</td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>				N/A
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>						
			N/A						
Recommended Motion: I move to approve the Lakeshore Legacy Project sponsorship request in the amount of \$15,000 for downtown holiday light expenses.									
Approvals:	Name the Policy/Ordinance Followed:								

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		



Lakeshore Legacy Project
470 W. Western Ave
Muskegon, MI 49440

Muskegon Downtown Development Authority
933 Terrace St
Muskegon, MI 49440

Subject: Request for Financial Support for the Annual GLOW Event

Dear Members of the Downtown Development Authority,

On behalf of the Lakeshore Legacy Project, I am writing to formally request the Downtown Development Authority's continued partnership and financial support in the amount of **\$15,000** for our annual **GLOW** event.

Each holiday season, GLOW transforms Western Avenue and key downtown locations into a festive, illuminated destination for residents and visitors alike. The event celebrates the spirit of community and joy, drawing thousands to experience Muskegon's vibrant downtown during the winter months. As a **free, family-friendly, and highly visible attraction**, GLOW not only enhances the holiday atmosphere but also supports local businesses by increasing foot traffic and tourism throughout the season.

Our total cost to deliver this experience—covering lighting, installation, maintenance, and event coordination—ranges between **\$40,000 and \$50,000**. The DDA's contribution remains vital to sustaining and expanding this beloved community tradition. With your continued support, we can ensure that GLOW remains a cornerstone of Muskegon's downtown identity and holiday experience.

Thank you for your ongoing commitment to downtown Muskegon's growth and vitality. We look forward to continuing this meaningful partnership and spreading light, joy, and community pride together.

Warm regards,

Matthew Gongalski
Board President
Lakeshore Legacy Project
231-327-5290
Mgongalski1@gmail.com



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: DDA AGENDA ITEM: Board and Commission Attendance Policy Reminder				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: City Staff was asked to present the attendance policy to the DDA/BRA.					
<p>Detailed Summary & Background: Recently, concerns have been raised regarding attendance for City boards and commissions. According to the 2025 Community Relations Index (page 4), the following policy applies to meetings that occur monthly:</p> <ul style="list-style-type: none"> • Members are allowed no more than three (3) unexcused absences per year. • Members are allowed no more than four (4) excused absences per year. <p>If a member is unable to attend a meeting, they must notify the Board Liaison (Jocelyn Hines) at least 72 hours in advance. Absences after the 72 hours can still be considered excused, when it's an emergency, if the Board Liaison and/or Chair are notified.</p> <p>Attendance is expected at every meeting. If you would like to confirm your attendance record, please contact Jocelyn Hines or Wendy Webster. If more than three (3) absences are identified, the Chair will send a letter to the member to confirm their continued interest in serving. Each year, an attendance report is submitted to the Community Relations Commission. If deemed appropriate, the Chair may recommend a member's replacement due to excessive absences.</p>					
Goal/Action Item:					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; background-color: black;"></td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; background-color: black;"></td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			

Recommended Motion:

Discussion Only

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

Community Relations Index

COMMUNITY RELATIONS INDEX

<https://muskegon-mi.gov/city-services/boards-committees/>

2025

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RESOLUTION ESTABLISHING COMMUNITY RELATIONS INDEX

WHEREAS, it is the desire of the Muskegon City Commission to encourage increased public information concerning citizens who so diligently serve as volunteers to City boards, commission, and committees and to those dealing with same; and

WHEREAS, the City Commission desires to provide a concise accessible document for citizens, media, City officials, and those dealing with boards, commissions, and committees; and

WHEREAS, the City Commission wishes to provide timely information to expedite the appointment process;

NOW, THEREFORE, BE IT RESOLVED, by the Muskegon City Commission that a Community Relations Index be established to carry out the above purposes. The Index shall consist of the following:

1. It shall be a compilation of current boards, commission, or committees - outlining their purposes, enabling legislation, composition, appointment process, term of office, meeting addresses, and phone numbers.
2. There shall be a listing of City officials, their addresses, and phone numbers.
3. There will be a minimum distribution of the Index to Commission and staff. Components of the Index will also be distributed to commission chairpersons, press, library, or citizens appearing before a specific board.
4. The Index shall be updated yearly with periodic corrections as necessary.
5. The Index will be maintained by the City Clerk's Office with chairpersons of the committees notifying this office when terminations or vacancies occur.

RESOLUTION TO APPOINT MEMBERS TO BOARDS, COMMITTEES, AND COMMISSIONS OF THE CITY IN ORDER OF PRIORITY

WHEREAS, unless otherwise specified by statute, charter or ordinance, the Mayor and City Commission shall appoint members to boards, committees and commissions of the City in the following priorities:

Full-time residents of the City of Muskegon have the first priority for all appointments. In the event a position to be filled requires certain licensure, business connection with the City, or particular expertise, then the City Commission may, if not otherwise prevented by law, appoint non-residents.

Second priority shall be given to non-residents having identifiable business interests located in the City. As above, if no such persons exist to fill positions needing or requiring certain expertise or licensure, then non-residents who have no such interest may be considered.

Non-residents may be considered, where allowed by law, for all boards, commissions, and committees. Generally, the City Commission will seek persons with particular expertise or required licensure when appointing non-residents.

NOW, THEREFORE, BE IT RESOLVED, that this order of priorities shall not be binding unless required by law. The City Commission may exercise its good judgment in determining who should fill positions on all boards, commissions, or committees.

POLICY RELATIVE TO ATTENDANCE AT CITY MEETINGS

ADOPTED SEPTEMBER 14, 1982

The Community Relations Committee presented a policy regarding attendance for the many boards, commissions, and committees serving the City of Muskegon as follows:

Attendance Policies:

Meetings that meet monthly:

- Not more than 3 Unexcused missed meetings during the year
- Not more than 4 Excused/Absent missed meetings during the year

Meetings that meet quarterly:

- Not more than 1 Unexcused missed meeting during the year
- Not more than 2 Excused/Absent missed meetings during the year

Meetings that meet semiannually:

- Not more than 1 Unexcused missed meeting during the year
- Not more than 1 Excused/Absent missed meeting during the year

Meeting that meet annually:

- No Unexcused or Excused missed meetings permitted

Definitions of Terms:

Unexcused – Does not notify Board Liaison of absence and does not attend meeting.

Excused – Notifies Board Liaison of absence at least 72 hours in advance of missed meeting.

Absent – Reserved for emergency situations and up to the discretion of the Board Liaison and Community Relations Committee members.

Consequently, the Community Relations Committee recommends that, through acceptance of this letter, the City Commission adopt the following policy regarding the attendance of Commission appointees to the various boards, commissions, and committees serving the City of Muskegon.

The Chairperson of each board, commission, or committee shall be responsible to see that attendance is recorded at each meeting.

When deemed appropriate by the Chairperson, a letter will be sent to any member whose attendance is not satisfactory. The letter shall ask if the member is interested in continues appointment.

On an annual basis, each Chairperson shall submit a report to the City Commission showing member attendance and indicating correspondence notices sent to members.

At any time, the Chairperson deems it appropriate to do so, that Chairperson may recommend replacement of a member for reasons related to the member's attendance.

Communications to the City Commission shall be sent to the City Clerk for forwarding to the Commission.

RESOLUTION FOR TALENT BANK

WHEREAS, it is the policy of the Muskegon City Commission to encourage citizens to participate in City government; and

WHEREAS, the Muskegon City Commission is of the opinion that one method of accomplishing this participation would be the establishment of a talent bank of interested citizens to serve on City Boards, Commissions, and Committees.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Muskegon that a talent bank for City Boards, Commissions, and Committees be, and the same is hereby created and the following procedure established:

1. The City Clerk's Office shall publish in the newspaper semi-annually an announcement concerning the application procedures and listing upcoming vacancies and/or terminations.
2. Application forms highlighting experience and areas of interest are available through the City Clerk's Office.
3. Applications shall be returned to the City Clerk's Office and will be kept on file for Commission reference each time there is a vacancy on a Board, Commission, or Committee.

BE IT FURTHER RESOLVED, that the application form attached hereto be, and the same is hereby, adopted for this purpose.

BOARD COMMITTEE DUTIES

BOARD OF REVIEW

(Staff Liaison – Donna VanderVries - 724-6386)

Meets: Tuesday following first Monday in March, Tuesday following the third Monday in July, and Tuesday following the second Monday in December - City Hall - 1st Floor Conference Room

- Review of the Assessment Rolls.

CITIZEN’S POLICE REVIEW BOARD

(Staff Liaison – Emily Morgenstern – 724-6764)

Meets: Fourth Monday of each month @ 6:30 P. M. – City Hall - 2nd Floor Conference Room 204

- To provide policies and procedures for processing and investigating citizen complaints regarding alleged police misconduct.
- To provide civilian review of the investigations of alleged police misconduct undertaken by the City of Muskegon including investigations conducted by the “Internal Investigations Unit” of the Muskegon Police Department.
- To ensure the integrity of investigations of police misconduct and to thereby enhance community confidence in the Muskegon Police Department.
- To encourage compliance with rules and regulations concerning police officers’ conduct during interactions with citizens.
- To encourage people who believe they have been mistreated by police officers to use the Internal Affairs system to have that officer’s conduct reviewed.
- To create a process that fairly and evenhandedly evaluates and judges the conduct of everyone involved to determine whether or not a breach of departmental rules and regulations has occurred.
- To afford the community a sense of confidence that the community itself is involved as necessary in reviewing the activities of its police officers; and to maintain high morale and good disciplinary practices within the police department.

CIVIL SERVICE COMMISSION

(Staff Liaison – Melissa Clark – 724-4185)

Meets: Second Wednesday of each month @ 4:00 P.M. - City Hall - 2nd Floor Conference Room 103

- Classify all the offices of employment; make rules for the examination and selection of persons to fill the offices and positions in classified service; supervise and administer Civil Service Rules, hold examinations, certify eligibility list of those passing examination.

CDBG-CITIZEN'S DISTRICT COUNCIL

(Staff Liaison – Sharonda Carson – 724-6968)

Meets: First Tuesday of each month @ 5:30 P.M. – City Hall - 2nd Floor Conference Room 103

- Shall act in an advisory capacity to the City Commission on all matters dealing with the Federal housing and Urban Development Programs.

CONSTRUCTION CODE BOARD OF APPEALS

(Staff Liaison – Tim Kozal - 724-6954)

Meets: Upon Demand – Minimum of twice per year

- Shall hear appeals taken from decisions of the appropriate authorities, or make interpretations, pursuant to the Uniform Fire Code or other fire and safety code in effect in the City from time to time.

DISTRICT LIBRARY BOARD

(Staff Liaison – Jonathan Seyferth - 724-6724)

Meets: Third Thursday of each month @ 5:30 P.M. – Hackley Public Library, Julia Hackley Room

- establish, maintain, and operate public libraries for the district;
- exclusively control the expenditure of money deposited into the district library fund;
- appoint and remove officers from among its members;
- appoint and remove a librarian and necessary assistants and fix their compensation;
- acquire real or personal property for use for library purposes by purchase, land contract, installment purchase contract, lease with or without option to purchase, or title retaining contract;
- erect buildings;
- supervise and control district library property;
- enter into a contract to receive library-related service from or give library-related service to a library or municipality within or without the district;
- adopt bylaws and regulations, not inconsistent with the Act, governing the board and the district library;
- propose and levy upon approval of the electors as provided in the Act a tax for support of the district library;
- borrow money pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;
- issue bonds pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;
- accept gifts and grants for the district library;
- do any other thing necessary for conducting the district library service, the cost of which shall be charged against the district library fund; and
- perform any other acts authorized by law.

DOWNTOWN DEVELOPMENT AUTHORITY/ BROWNFIELD REDEVELOPMENT AUTHORITY BOARD/ TAX INCREMENT FINANCE AUTHORITY

(Staff Liaison – Jocelyn Hines – 231-724-6722)

Meets: Upon Demand

- To correct and prevent deterioration in the Downtown Development District, to encourage historic preservation, to create and implement development plans, to promote economic growth, and to acquire and dispose of interests in real and personal property, to levy and collect taxes, to issue bonds and use tax increment financing (TIF).

ELECTION COMMISSION

(Staff Liaison – Ann Marie Meisch - 724-6705)

Meets: Upon Demand

- Duties involve the examination of voting machines prior to a City election, and the appointment of inspectors prior to an election.

EQUAL OPPORTUNITY COMMITTEE

(Staff Liaison – Dwana Thompson - 724-6703)

Meets: Quarterly

- To function in an autonomous capacity to the City Commission and the Affirmative Action Office by actively supporting, promoting, reviewing, and monitoring equal opportunity action and non-discriminatory activities, whereby insuring the fair and equitable treatment and availability of services to all Muskegon Citizens, which enables them to be valued for their supreme worth.

FARMERS MARKET ADVISORY BOARD

(Staff Liaison – Ann Marie Meisch - 724-6705)

Meets: Quarterly

- A formal committee to act in an advisory capacity to the City Commission on all matters dealing with the Muskegon Farmer Market to include, but not be limited to, farmers market ideas, rules, marketing, issues, complaints, etc.

HISTORIC DISTRICT COMMISSION

(Staff Liaison – Jamie Pesch - 724-6702)

Meets: First Tuesday of each month @ 4:00 P.M. - City Hall/Commission Chambers 107

- Identify and evaluate structures or sites worthy of preservation, and be involved in projects or programs to this end. Disseminate public information concerning these structures and sites, and consider ideas regarding them with groups or individuals interested in historic preservation. Make appropriate recommendations to the City Commission for encouraging and achieving historic preservation.

HOUSING CODE BOARD OF APPEALS

(Staff Liaison – Tim Kozal - 724-6954)

Meets: First Thursday of each month @ 5:30 P.M. - City Hall/Commission Chambers 107

- To grant variances in cases where the general requirements of the ordinance creates a hardship on individual owners and to provide for final interpretation of the provisions of this code.
- To determine the suitability of alternate materials and methods of construction, and to provide for reasonable interpretations of the Uniform Building Code.

HOUSING COMMISSION

(Staff Contact – Jonathan Seyferth - 724-6724)

Meets: Third Monday of each month @ 11:30 A.M. – Hartford Terrace/Assembly Room

- To propose, provide and manage decent, safe, and sanitary housing for low income residents according to programs approved by the City Commission.

INCOME TAX BOARD OF REVIEW

(Staff Liaison – Peggy Thorsen-Straley - 724-6791)

Meets: Upon Demand

- To grant and hold hearings on appeals of taxpayers or employers who have been assessed tax, denied a claim for refund, or aggrieved by a special ruling of the Administrator.
- To issue a decision after holding a hearing which affirms, reverses, or modifies the matter.
- To furnish a copy of its decision to both the appellant and the Administrator.

LAKESIDE BUSINESS IMPROVEMENT DISTRICT

(Staff Liaison – Isabela Gonzalez, 231-724-4141)

Meets: Every month, third Wednesday, 9 a.m. in City Hall, Room 204

- The Muskegon Lakeside Business Improvement District was created to provide enhanced services in the Lakeside Business District through marketing activities, common area maintenance such as snow removal and beautification. The intention in the BID's creation was to provide a "funding bridge" to a newly created Lakeside Corridor Improvement District and eventually have the BID expire as the CIA becomes able to fund the activities of the BID.

LOCAL DEVELOPMENT FINANCE AUTHORITY

(Staff Liaison – Jake Eckholm – 724-6780)

Meets: Upon Demand

- To encourage local development to prevent conditions of unemployment and to promote economic growth, to create and implement development plans; to acquire and dispose of interests in real and personal property; to issue bonds and other evidences of indebtedness if and when needed; and to use tax increment financing, if needed, to achieve its goals.

LOCAL OFFICER'S COMPENSATION COMMISSION

(Staff Liaison – Jonathan Seyferth - 724-6724)

Meets: Every odd numbered year

- Shall recommend salaries of all local elected officials.

PARKS AND RECREATION ADVISORY BOARD

(Staff Liaison – Kyle Karczewski - 724-6776)

Meets: Quarterly on the 3rd Wednesday day @ 5:30 P.M. - City Hall/Room 204

SUMMARY OF BOARD RESPONSIBILITIES

- To advise the city commission of matters relating to the proper conduct of public recreation, programs and/or facilities within the city which shall be referred to such board from time to time.

PLANNING COMMISSION

(Staff Liaison – Mike Franzak - 724-6702)

Meets: Thursday following the 2nd Tuesday of each month @ 4:00 P.M. - City Hall/Commission Chambers 107

- Make and adopt a master plan for the physical development of the municipality. Plan shall show recommendations for the development of the territory. The Commission may amend, extend, or add to the plan. The Commission shall have power to promote public interest in and understanding of the plan...may publish, distribute, and employ means of publicity and education as it may determine. The Planning Commission shall adopt regulations governing the subdivision of land within its jurisdiction.

ZONING BOARD OF APPEALS

(Staff Liaison – Mike Franzak – 724-6702)

Meets: Second Tuesday of each month @ 4:00 P.M. - City Hall/Commission Chambers 107

- To grant variances in cases where the general requirements of ordinance creates a hardship on individual owners and to make interpretation of code

CITY OFFICIALS

CITY COMMISSION

OFFICE & EXPIRATION DATE	NAME & ADDRESS	CONTACT
Mayor 12/31/2025	Ken Johnson 1281 Montgomery Ave Muskegon, MI 49441	Ken.Johnson@shorelinecity.com
City Commissioner (At Large) 12/31/2025	Rachel Gorman 1078 2 nd St Muskegon, MI 49440	Rachel.Gorman@shorelinecity.com
City Commissioner (At Large) – Vice Mayor 12/31/2025	Rebecca St.Clair 2076 Miner Ave Muskegon, MI 49441	Rebeca.Stclair@shorelinecity.com
Commissioner (Ward 1) 12/31/2027	Jay Kilgo 846 Stevens St Muskegon, MI 49442	Jay.Kilgo@shorelinecity.com
Commissioner (Ward 2) 12/31/2027	Willie German 1240 Sanford St., Apt 1 Muskegon, MI 49441	Willie.German@shorelinecity.com
Commissioner (Ward 3) 12/31/2027	Destinee Keener 2132 Austin Street Muskegon, MI 49444	Destinee.Keener@shorelinecity.com
Commissioner (Ward 4) 12/31/2027	Katrina Kochin 2533 Cumberland Street Muskegon, MI 49441	Katrina.Kochin@shorelinecity.com
City Manager	Jonathan Seyferth	jonathan@shorelinecity.com (231) 724-6724
City Attorney	John Schrier	(231) 722-5401

CITY OFFICIALS

DEPARTMENT HEADS

TITLE	NAME	PHONE
Assistant Finance Director	Jessica Rabe	724-6917
Chief Building Official	Ron Johnston	724-6758
City Assessor/County Equalization	Donna VanderVries	724-6386
City Clerk	Ann Marie Meisch	724-6705
City Treasurer	Sarah Wilson	724-6709
Civil Service Human Resource Analyst	Melissa Clark	724-4185
Community Engagement Manager	Deborah Santiago-Sweet	724-6774
Community & Neighborhood Services Director	Sharonda Carson	724-6968
Deputy City Manager	LeighAnn Mikesell	724-6944
Deputy Director of Public Safety for Fire Services	Jay Paulson	724-6942
Deputy Director of Public Works	Todd Myers	724-6920
Development Analysts	Isabela Gonzalez	724-4141
	Jocelyn Hines	724-6722
Development Services Director	Jake Eckholm	724-6780
EEO & Employee Relations Director	Dwana Thompson	724-6703
Finance Director	Kenneth Grant	724-6932
Government and Strategic Initiatives Director	Peter Wills	724-4144
Income Tax Administrator	Peggy Thorsen-Straley	724-6791
Information Systems Director	Jason Boes	724-3345
Parks & Recreation Director	Kyle Karczewski	724-6776
Planning Director	Mike Franzak	724-6982
Public Safety Director	Tim Kozal	724-6903
Public Works Director	Dan VanderHeide	724-6993

COMMISSION COMMITTEES

COMMISSION WORK SESSION

(Staff Liaison: Ann Marie Meisch)

MEETING: Monday prior to the 2nd Tuesday of each month at 5:30 P.M.
City Hall – Commission Chambers Room #107

MEMBERS: Jay Kilgo
Ken Johnson
Katrina Kochin
Rachel Gorman
Destinee Keener
Willie German
Rebecca St.Clair

COMMUNITY RELATIONS COMMITTEE

(Staff Liaison: Ann Marie Meisch)

MEETING: Monday prior to the 2nd Tuesday of each month following Work Session
City Hall – Commission Chambers Room #107

MEMBERS: Willie German
Jay Kilgo
Destinee Keener
Katrina Kochin
Ken Johnson
Rachel Gorman
Rebecca St.Clair

LEGISLATIVE POLICY COMMITTEE

(Staff Liaison: Jonathan Seyferth)

MEETING: Fourth Wednesday of 2nd month of each quarter, February, May August, November at 5:30 P.M.
City Hall – Conference Room #204

MEMBERS: Ken Johnson
Willie German
Katrina Kochin
Destinee Keener
Jay Kilgo
Rebecca St.Clair
Rachel Gorman

AD HOC COMMITTEES

LAND BANK AUTHORITY

COMMISSION MEMBER: Jay Kilgo

WEST MICHIGAN SHORELINE REGIONAL DEVELOPMENT COMMISSION (WMSRDC)

COMMISSION MEMBER: Rachel Gorman

DOWNTOWN ARTS COMMITTEE

COMMISSION MEMBER: Rachel Gorman

JULIA HACKLEY COMMITTEE

MAYOR: Ken Johnson

COMMISSION MEMBER: Rachel Gorman

BOARD OF REVIEW

PURPOSE

Review of the Assessment Rolls

MECHANICS

ENABLING LAW: City Charter (Ch. XI – Sec. 2), City Code of Ordinances Sections 2-256
Oath required for new members only

APPOINTED BY: City Commission

MEETING: Tuesday following the first Monday in March, Tuesday following the third Monday in July, and
Tuesday following the second Monday in December.
City Hall - 1st floor Conference Room

TERM: 2 Years

COMPOSITION

TYPE	DESCRIPTION
A	6 Citizens
B	City Assessor
C	Deputy Assessor

CURRENT MEMBERS

(Staff Liaison – Donna VanderVries)

TYPE	NAME	TERM EXP.
A	David Medendorp	1/31/2026
A	Martha Bottomley	1/31/2026
A	Sherry Burt	1/31/2026
A	Pamela Smith	1/31/2027
A	Clinton Todd	1/31/2027
A	Charlotte Barnes-Evans	1/31/2027
B	Donna VanderVries	Assessor
C	Dan VanderKooi	Deputy Assessor

(* Chairperson) (** Co-Chairperson)

CITIZEN’S POLICE REVIEW BOARD

PURPOSE

- A. To provide policies and procedures for processing and investigating citizen complaints regarding alleged police misconduct.
- B. To provide civilian review of the investigations of alleged police misconduct undertaken by the City of Muskegon including investigations conducted by the “Internal Investigations Unit” of the Muskegon Police Department.
- C. To ensure the integrity of investigations of police misconduct and to thereby enhance community confidence in the Muskegon Police Department
- D. To encourage compliance with rules and regulations concerning police officers’ conduct during interactions with citizens.
- E. To encourage people who believe they have been mistreated by police officers to use the Internal Affairs system to have that officer’s conduct reviewed.
- F. To create a process that fairly and evenhandedly evaluates and judges the conduct of everyone involved to determine whether or not a breach of departmental rules and regulations has occurred.
- G. To afford the community a sense of confidence that the community itself is involved as necessary in reviewing the activities of its police officers; and to maintain high morale and good disciplinary practices within the police department.

MECHANICS

ENABLING LAW: Commission Action #98-117 (g) – Letter of Understanding Dated 11/10/09
Oath not required.

APPOINTED BY: City Commission

MEETING: Fourth Monday of each month @ 6:30 P.M.
City Hall - 2nd floor Conference Room #204

TERM: 2 Years

COMPOSITION

TYPE	DESCRIPTION
A	3 Members of a Minority – Based Organization
B	2 Citizen’s At-Large
C	1 Law Enforcement Professional
D	3 Neighborhood Association Representatives

CURRENT MEMBERS

(Staff Liaison – Emily Morgenstern)

TYPE	NAME	TERM EXP.
A	VACANT	1/31/2026
A	William Muhammad	1/31/2027
A	Rozelia Patino	1/31/2027
B	Robert Roundtree*	1/31/2027
B	Heather Garretson	1/31/2027
C	Eric Hood	1/31/2026
D	Deborah Sweet	1/31/2026
D	Faye Redmond	1/31/2026
D	Ann Craig	1/31/2027

(* Chairperson) (** Co-Chairperson)

CIVIL SERVICE COMMISSION

PURPOSE

Classify all the offices of employment; make rules for the examination and selection of persons to fill the offices and positions in classified service; supervise and administer Civil Service Rules, hold examinations, certify eligibility list of those passing examination.

Enforce provisions of Charter relating to Civil Service.

MECHANICS

ENABLING LAW: City Charter (Ch. XV)
Oath required within 10 days of appointment

APPOINTED BY: City Commission

MEETING: Second Wednesday of each month @ 4:00 P.M.
City Hall – 1st floor Conference Room #103

TERM: 6 Years

COMPOSITION

TYPE	DESCRIPTION
A	3 Citizens

CURRENT MEMBERS

(Staff Liaison – Melissa Clark)

TYPE	NAME	TERM EXP.
A	Georgia Moss	1/31/2027
A	Johnny Brown	1/31/2029
A	Mary Louise LaBelle	1/31/2031

(* Chairperson)

CITIZEN’S DISTRICT COUNCIL- COMMUNITY DEVELOPMENT BLOCK GRANT

PURPOSE

Shall act in an advisory capacity to the City Commission on all matters dealing with the US Department of Housing and Urban Development Programs.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 2-146 through 2-150
Oath not required.

APPOINTED BY: City Commission

MEETING: First Tuesday of each month at 5:30 P.M.
City Hall – Conference Room #103

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	4 Citizens representing each of the four wards
B	3 Citizen’s At-Large
C	1 Member of the City Commission (Ex-Officio)

CURRENT MEMBERS

(Staff Liaison – Sharonda Carson)

TYPE	NAME	TERM EXP.
A	Cammi Horn (1)	1/31/2027
A	Derika Nichols-Lewis (2)	1/31/2027
A	Perry Dennie (3)	1/31/2027
A	Jean Weirich (4)	1/31/2027
B	Jennifer Sanocki	1/31/2027
B	John Wiegers	1/31/2028
B	Margie Kelley	1/31/2028
C	Katrina Kochin	City Commission

(* Chairperson) (** Vice Chairperson)

CONSTRUCTION CODE BOARD OF APPEALS

PURPOSE

The purpose of the Construction Code Board of Appeals shall be as follows:

- To determine appeals and variances in connection with the State of Michigan Construction Code, including its building, electrical, mechanical, and plumbing provisions, together with Codes in force in the City of Muskegon from time to time.

MECHANICS

ENABLING LAW: City Code of Ordinances Section 10-31 to 10-64
Oath required for new members only

APPOINTED BY: City Commission

MEETING: Upon Demand – Minimum of twice per year

TERM: 2 Years

COMPOSITION

TYPE	DESCRIPTION
A	Architect
B	Electrical
C	Mechanical
D	Plumbing
E	Public Health
F	Construction Manager
G	Fire

CURRENT MEMBERS

(Staff Liaison – Tim Kozal)

TYPE	NAME	TERM EXP.
A	Brion Boucher	1/31/2026
B	Walter Christophersen	1/31/2026
C	Lane Bentsen	1/31/2027
D	Scott Plummer	1/31/2026
E	Joshua Ohst	1/31/2027
F	Wade VandenBosch	1/31/2027
G	Michael McPhall	1/31/2026

(* Chairperson) (** Co-Chairperson)

DISTRICT LIBRARY BOARD

PURPOSE

The purpose of the District Library Board shall be as follows:

- establish, maintain, and operate public libraries for the district;
- exclusively control the expenditure of money deposited into the district library fund;
- appoint and remove officers from among its members;
- appoint and remove a librarian and necessary assistants and fix their compensation;
- acquire real or personal property for use for library purposes by purchase, land contract, installment purchase contract, lease with or without option to purchase, or title retaining contract;
- erect buildings;
- supervise and control district library property;
- enter into a contract to receive library-related service from or give library-related service to a library or municipality within or without the district;
- adopt bylaws and regulations, not inconsistent with the Act, governing the board and the district library;
- propose and levy upon approval of the electors as provided in the Act a tax for support of the district library;
- borrow money pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;
- issue bonds pursuant to the district library financing act, Act No. 265 of the Public Acts of 1988;
- accept gifts and grants for the district library;
- do any other thing necessary for conducting the district library service, the cost of which shall be charged against the district library fund; and
- perform any other acts authorized by law.

MECHANICS

ENABLING LAW: Resolution No. 2001-17(c)
District Library Agreement dated February 20, 2001
Oath required

APPOINTED BY: Jointly by the School District (4 members) and the City Commission (3 members)

MEETING: Third Tuesday of each month at 5:30 P.M.
Hackley Public Library/Julia Hackley Room

TERM: 4 Years

COMPOSITION

TYPE	DESCRIPTION
A	4 School District Appointments
B	3 City Commission Appointments

CURRENT MEMBERS

(Staff Liaison – Jonathan Seyferth)

TYPE	NAME	TERM EXP.
A	Oneata Bailey	6/30/2029
A	Gary Neal	6/30/2029
A	Greg Sischo	6/30/2028
A	Ardena Duren	6/30/2028
B	Brad Hastings	6/30/2026
B	VACANT	6/30/2027
B	Barbara VanFossen*	6/30/2028 Assessor

(* Chairperson)

DOWNTOWN DEVELOPMENT AUTHORITY- BROWNFIELD REDEVELOPMENT AUTHORITY BOARD- TAX INCREMENT FINANCE AUTHORITY

PURPOSE

To correct and prevent deterioration in the Downtown Development District, to encourage historic preservation, to create and implement development plans, to promote economic growth, and to acquire and dispose of interests in real and personal property, to levy and collect taxes, to issue bonds and use tax increment financing (TIF).

MECHANICS

ENABLING LAW: Act 197, Public Acts of 1975 & City Code of Ordinances, Section 18-31 to 18-38
Oath required
Membership requirements = not less than eight or more than twelve

APPOINTED BY: City Commission

MEETING: Upon Demand
City Hall – 2nd Floor Conference Room #204

TERM: 4 Years

COMPOSITION

TYPE	DESCRIPTION
A	6 Members who have an interest in the property in the district
B	4 Citizens
C	2 Residents of the District
D	1 City Manager

CURRENT MEMBERS

(Staff Liaison – Jocelyn Hines)

TYPE	NAME	TERM EXP.
A	James Curtis	1/31/2027
A	Michael Kleaveland ***	1/31/2028
A	Kiel Reid	1/31/2027
A	Andrew Boyd	1/31/2029
A	Heidi Sytsema	1/31/2026
A	Bob Tarrant	1/31/2027
B	Brad Hastings	1/31/2027
B	Martha Bottomley *	1/31/2027
B	Sherri Black	1/31/2028
B	Jeanette Moore	1/31/2026
C	Kaja Thornton	1/31/2026
C	JoAnn Dornbos	1/31/2027
D	Jonathan Seyferth	City Manager

(* Chairperson) (** Vice Chairperson) (***)Secretary)

ELECTION COMMISSION

PURPOSE

Duties involve the examination of voting machines prior to a City election, and the appointment of Inspectors prior to a City election.

MECHANICS

ENABLING LAW: City Charter (Ch.II-4) & State of Michigan Election Law
Oath Required
APPOINTED BY: City Commission
MEETING: Upon Demand
TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	3 Citizens

CURRENT MEMBERS

(Staff Liaison – Ann Marie Meisch)

TYPE	NAME	TERM EXP.
A	Wanda Matsey	1/31/2028
A	Betty Ivory-Roberts	1/31/2027
A	Casey Allard	1/31/2026

(* Chairperson)

EQUAL OPPORTUNITY COMMITTEE

PURPOSE

The committee is established to monitor and recommend hiring practices to the Civil Service Commission to achieve a higher level of minority and female employment in City government.

- To monitor and recommend rules and regulations to achieve compliance in meeting Federal and State EEO guidelines.
- To investigate and recommend determination(s) of any complaints alleging non-compliance with existing rules, regulation, or policies.
- Address discrimination complaints and concerns internally, and externally
- Ensure non-discrimination in Municipal Wellness Programs and in Group Health Plans.
- Educational and programmatic initiatives and activities
- Equal Business Opportunity policies
- Monitors Fair Housing Practices & Tenant/Landlord Rights & Foreclosure Prevention
- Limited English Proficiency (LEP)
- Tax Abatement Policy Compliance
- Affirmative Action Employment of Minorities and Women under City Contracts
- MLK Unity Breakfast Committee
- To assist elected officials in adopting measures to keep peace, good order and harmony among citizens; to avoid inter group tensions, promote good will, and ensure equality or treatment and opportunities to all, regardless of race, color, creed, national origin, ancestry, age, sex, marital status, disability, lawful source of income, sexual orientation or gender identity.

MECHANICS

ENABLING LAW: Equal Opportunity Commission Act of 1986
Oath not required

APPOINTED BY: City Commission

MEETING: Quarterly
City Hall – 1st floor Conference Room #103

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	4 Citizens (1 Representative from each Ward)
B	3 Citizens At-Large
C	2 City Commissioners (Ex-Officio)
D	1 County EEO Director/Officer

CURRENT MEMBERS

(Staff Liaison – Dwana Thompson)

TYPE	NAME	TERM EXP.
A	Kelly Gooden (1)	1/31/2027
A	Jared Gazarek (2)	1/31/2026
A	VACANT *(3)	1/31/2027
A	VACANT (4)	1/31/2026
B	Philip Hickman	1/31/2028
B	Lisa Judge	1/31/2028
B	Tranae Harris	1/31/2028
C	Destinee Keener	City Commission
C	Willie German	City Commission
D	Kristen Wade	County EEO Director

(* Chairperson)

FARMERS MARKET ADVISORY BOARD

PURPOSE

A formal committee to act in an advisory capacity to the City Commission on all matters dealing with the Muskegon Farmers Market to include, but not be limited to, farmers market ideas, rules, marketing, issues, complaints, etc.

MECHANICS

APPOINTED BY: City Commission
MEETING: Quarterly
TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	4 Seasonal Farmers
B	2 Seasonal Crafters/Artisans
C	1 Seasonal Food Vendor
D	2 Citizens At-Large
E	1 City Commissioner (Ex-Officio)

CURRENT MEMBERS

(Staff Liaison – Ann Marie Meisch/Lisa Potter)

TYPE	NAME	TERM EXP.
A	Kim Martens	1/31/2027
A	David England	1/31/2028
A	Jon Visser	1/31/2026
A	John Zandstra	1/31/2027
B	Colly Travis	1/31/2028
B	Kathi Upman	1/31/2026
C	Kristin Johnson	1/31/2027
D	Jeanine Platt	1/31/2028
D	Cindy Larsen	1/31/2026
E	Rebecca St. Clair	City Commission

(* Chairperson)

HISTORIC DISTRICT COMMISSION

PURPOSE

Identify and evaluate structures or sites worthy of preservation, and be involved in projects or programs to this end. Disseminate public information concerning these structures and sites, and consider ideas regarding them with groups of individuals interested in historic preservation. Make appropriate recommendations to the City Commission for encouraging and achieving historic preservation.

MECHANICS

ENABLING LAW: City Code of Ordinances, Chapter 38, Division 2, Sections 38-202 through 38-123
Oath not required

APPOINTED BY: City Commission

MEETING: First Tuesday of each month at 4:00 P.M.
City Hall – Commission Chambers

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	1 City Commissioner
B	1 Registered Architect
C	2 Members from a local preservation society (at least one of whom is a member of the Muskegon Heritage Association)
D	2 Persons who reside or have occupational or financial interest in one or more of the historic districts
E	1 Citizen or more to complete the membership to seven (7) people

CURRENT MEMBERS

(Staff Liaison – Jamie Pesch)

TYPE	NAME	TERM EXP.
A	Katrina Kochin	City Commission
B	VACANT	1/31/2028
C	Steven Radtke*	1/31/2027
C	Jacquelyn Huss	1/31/2027
D	Corbin Davis	1/31/2026
D	Gregory Borgman	1/31/2028
E	David Gregersen	1/31/2026

(* Chairperson)

HOUSING CODE BOARD OF APPEALS

PURPOSE

To grant variances in cases where the general requirements of the ordinance creates a hardship on individual owners and to provide for final interpretations of the provisions of this code.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 10-84 & Section 10-371 through 10-382
Oath not required

APPOINTED BY: City Commission

MEETING: First Thursday of each month at 5:30 P.M.
City Hall – Commission Chambers

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	6 Citizens
B	1 Director of Inspection Services
C	1 City Commissioner

CURRENT MEMBERS

(Staff Liaison – Tim Kozal)

TYPE	NAME	TERM EXP.
A	Johnna Willis	1/31/2028
A	Kim Burr	1/31/2026
A	DeMario Phillips	1/31/2028
A	VACANT	1/31/2027
A	Ed Simmons	1/31/2027
A	VACANT	1/31/2026
B	Tim Kozal	Director of Inspection Services
C	Jay Kilgo	City Commission

(* Chairperson)

HOUSING COMMISSION

PURPOSE

To propose, provide, and manage decent, safe, and sanitary housing for low-income residents according to programs approved by the City Commission.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 2-321 through 2-325
Oath not required
APPOINTED BY: City Commission
MEETING: Third Monday of each month at 11:30 A.M.
Hartford Terrace – Assembly Room
TERM: 5 Years

COMPOSITION

TYPE	DESCRIPTION
A	5 Citizens (one of which is a reside of a Public Housing Facility)
B	1 City Commissioner (Ex-Officio)

CURRENT MEMBERS

(Staff Liaison – Jonathan Seyferth)

TYPE	NAME	TERM EXP.
A	Jesse DeLosSantos ***	1/31/2026
A	Jonathon Wilson	1/31/2027
A	Ken Grant	1/31/2028
A	Oneata Bailey **	1/31/2029
A	Jake Eckholm	1/31/2030
B	Rebecca St.Clair	City Commission

(* Chairperson) (** Co-Chairperson) (***) resident of a Public Housing Facility)

INCOME TAX BOARD OF REVIEW

PURPOSE

To grant and hold hearings on appeals of taxpayers or employers who have been assessed tax, denied a claim for refund, or aggrieved by a special ruling of the Administrator.

To issue a decision after holding a hearing which affirms, reverses, or modifies the matter.

To furnish a copy of its decision to both the appellant and the Administrator.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 82-81 through 82-82 & At 284 of 1964

Oath not required

APPOINTED BY: City Commission

MEETING: Upon Demand

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	3 Residents
B	1 City Management Representative

CURRENT MEMBERS

(Staff Liaison – Peggy Thorsen Straley)

TYPE	NAME	TERM EXP.
A	Bethanny Cody	1/31/2026
A	Patrick Kiely	1/31/2027
A	VACANT	1/31/2028
B	Jonathan Seyferth *	City Manager

(* Chairperson) (** Co-Chairperson)

LAKESIDE BUSINESS IMPROVEMENT DISTRICT

PURPOSE

The Muskegon Lakeside Business Improvement District was created to provide enhanced services in the Lakeside Business District through marketing activities, common area maintenance such as snow removal and beautification. The intention in the BID's creation was to provide a "funding bridge" to a newly created Lakeside Corridor Improvement District and eventually have the BID expire as the CIA becomes able to fund the activities of the BID.

MECHANICS

ENABLING LAW: Michigan Act 120 of 1961 as amended through 2003
APPOINTED BY: City Commission
MEETING: Every month, third Wednesday at 9:00 A.M.
City Hall – 1st Floor Room #204
TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	8 Assessed property owners or their representatives
B	1 City management representative by statute

CURRENT MEMBERS

(Staff Liaison – Isabela Gonzalez 724-4141)

TYPE	NAME	TERM EXP.
A	Louise Hopson	1/31/2026
A	Mark Flermoen *	1/31/2027
A	Ronald Jenkins	1/31/2028
A	Melanie Lyonnais	1/31/2028
A	Dick Ghezzi	1/31/2027
A	Nils Bodman	1/31/2026
A	Carol Castle	1/31/2028
A	Margaret Smith	1/31/2026
B	Sarah Wilson**	City Treasurer

(* Chairperson) (** Vice Chairperson)

LOCAL DEVELOPMENT FINANCE AUTHORITY

PURPOSE

To encourage local development to prevent conditions of unemployment and promote economic growth, to create and implement development plans; to acquire and dispose of interests in real and personal property; to issue bonds and other evidences of indebtedness if and when needed; and to use tax increment financing, if needed, to achieve its goals.

MECHANICS

ENABLING LAW: Act 281, Public Acts of 1986
Oath required

APPOINTED BY: 7 Members by the City Commission
2 Members by the Superintendent of Orchard View School District
2 Members by the Superintendent of Muskegon School District
1 Member by the Muskegon County Board of Commissioners
1 Member by the President, Muskegon Community College

MEETING: Upon Demand

TERM: 4 Years

COMPOSITION

TYPE	DESCRIPTION
A	7 Citizens/Interest in District
B	2 Orchard View School District Representatives
C	2 Muskegon Public School District Representatives
D	1 County Representative
E	1 MCC Representative

CURRENT MEMBERS

(Staff Liaison – Jake Eckholm)

TYPE	NAME	TERM EXP.
A	VACANT	1/31/2027
A	Andrew Wible	1/31/2028
A	Bennie Chambers	1/31/2028
A	VACANT	1/31/2029
A	Kevin Ricco	1/31/2029
A	Jeffery A. Burr	1/31/2026
A	VACANT	1/31/2026
B	Kim Bidwell	1/31/2026
B	VACANT	1/31/2026
C	Matthew Cortez	1/31/2029
C	Catherine Emery	1/31/2028
D	Mark Eisenbarth	1/31/2027
E	VACANT	1/31/2027

(* Chairperson) (** Vice Chairperson)

LOCAL OFFICER’S COMPENSATION COMMISSION

PURPOSE

Shall recommend salaries of all local elected officials.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 2-296 through 2-305
Oath not required
APPOINTED BY: City Commission
MEETING: Every odd-numbered year
TERM: 7 Years

COMPOSITION

TYPE	DESCRIPTION
A	7 Citizens

CURRENT MEMBERS

(Staff Liaison – Jonathan Seyferth)

TYPE	NAME	TERM EXP.
A	Gregory Borgman	1/31/2026
A	Dwayne Lang	1/31/2027
A	Michael Hughes	1/31/2028
A	Paul Edbrooke	1/31/2029
A	Marty Ferriby	1/31/2030
A	Heather Hill	1/31/2031
A	Walt Kubanek	1/31/2032

PARKS AND RECREATION ADVISORY COMMITTEE

PURPOSE

To advise the city commission of matters relating to the proper conduct of public recreation, programs and/or facilities within the city which shall be referred to such board from time to time.

MECHANICS

ENABLING LAW: City Code or Ordinances, Sections 68-61
Oath not required

APPOINTED BY: City Commission

MEETING: Quarterly on 3rd Wednesday @ 5:30 pm – City Hall Commission Chambers

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	1 City Commissioner
B	1 Muskegon Public School District Representative
C	2 Residents of Ward 1
D	2 Residents of Ward 2
E	2 Residents of Ward 3
F	2 Residents of Ward 4
G	2 Residents At Large

CURRENT MEMBERS

(Staff Liaison – Kyle Karczewski 231-724-6776)

TYPE	NAME	TERM EXP.
A	Ken Johnson, Mayor	City Commission
B	Lynnette Marks	1/31/2027
C	Sarah DeLaRose	1/31/2027
C	Hillery Ross-Furse	1/31/2028
D	Evelyn Hough	1/31/2027
D	Yancy Weaver	1/31/2026
E	David Ruck	1/31/2027
E	Sidney Long	1/31/2026
F	Leann Heywood	1/31/2027
F	Aaron Bodbyl-Mast	1/31/2028
G	John Burt	1/31/2027
G	Roberta King	1/31/2028

PLANNING COMMISSION

PURPOSE

Make and adopt a master plan for the physical development of the municipality. Plan shall show recommendations for the development of the territory. The Commission may amend, extend, or add to the plan. The Commission shall have power to promote public interest in and understanding of the plan, may publish, distribute, and employ means of publicity and education as it may determine. The Planning Commission shall adopt regulations governing the subdivision of land within its jurisdiction.

MECHANICS

ENABLING LAW: City Code of Ordinances, Section 66-31 through 66-75
Oath not required
APPOINTED BY: City Commission
MEETING: Thursday following the 2nd Tuesday of each month at 4:00 P.M.
TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	6 Citizens
B	1 City Administrator
C	1 City Commissioner
D	1 Mayor

CURRENT MEMBERS

(Staff Liaison – Mike Franzak)

TYPE	NAME	TERM EXP.
A	Lea Willett LeRoi	1/31/2027
A	Steve Gawron	1/31/2027
A	Lashae Simmons II	1/31/2027
A	Bryon Mazade	1/31/2026
A	Shonie Blake	1/31/2026
A	Jill Montgomery-Keast	1/31/2026
B	Jonathan Seyferth	City Manager
C	Destinee Keener	City Commission
D	Ken Johnson	Mayor

(* Chairperson) (** Vice Chairperson)

ZONING BOARD OF APPEALS

PURPOSE

To grant variances in cases where the general requirements of ordinance creates a hardship on individual owners and to make interpretation of code.

MECHANICS

ENABLING LAW: State Act No. 207 of 1921, as amended (125.581) & Zoning Ordinance Article XXV
Oath not required

APPOINTED BY: City Commission

MEETING: Second Tuesday of each month at 4:00 P.M.

TERM: 3 Years

COMPOSITION

TYPE	DESCRIPTION
A	1 City Commissioner
B	5 Residents
C	1 Planning Commission Member

CURRENT MEMBERS

(Staff Liaison – Mike Franzak)

TYPE	NAME	TERM EXP.
A	Willie German	City Commission
B	Deborah Crockett	1/31/2027
B	Roberta King	1/31/2028
B	Virginia Taylor	1/31/2026
B	Brandon Stewart	1/31/2026
B	Jordan Hite	1/31/2026
C	Jill Montgomery-Keast	1/31/2026

BOARD MEMBER DESIRED SKILL SETS

The following is a list of boards/committees and the desired skill sets and experience for potential members.

[Citizens Police Review Board](#) – Police Enforcement, Community Engagement/Organization, Human Resources

[Civil Service Commission](#) – Human Resources, Civil Service Administration

[Community Development Block Grant - Citizens District Council](#) – Federal Housing Administration, Grant Writing, Non-Profit Administration

[Construction Code Board of Appeals](#) – Architecture, Banking/Financing, Building Construction, Engineering, Real Estate

[Downtown Development Authority/Brownfield Redevelopment Authority](#) – Economic Development, Chemical Engineering, Architecture, Banking/Financing, Building Construction, Engineering, Real Estate

[Equal Opportunity Commission](#) – Human Resources, Diversity Director, Office Administration

[Local Development Finance Authority](#) – Economic Development, Banking/Financing, Building Construction, Engineering, Real Estate

[Planning Commission](#) – Historic Preservation, Architecture, Building Construction, Engineering, AutoCAD/GIS, Land Use Planning, Real Estate/Development/Law, Zoning

[Zoning Board of Appeals](#) – Architecture, Building Construction, Engineering, AutoCAD/GIS, Land Use Planning, Real Estate/Development/Law, Zoning



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: November 10, 2025	Title: DDA AGENDA ITEM: Snow Removal Contract — K&E Outdoor Management				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: K&E Outdoor Management has submitted their 2025 contract for snowplowing services of some of downtown's parking lots and sidewalks.					
Detailed Summary & Background: City staff is requesting approval of K&E Outdoor Management for snowplowing services for select downtown parking lots and sidewalks. Snow removal in the downtown area has traditionally been handled in partnership with Summit Lawncare, the City of Muskegon Department of Public Works (DPW), and Terrascope. Summit Lawncare is no longer taking new contracts and has recommended partnering with K&E Outdoor Management, a company owned by one of their former employees. K&E Outdoor Management has proposed the following rates: <ul style="list-style-type: none"> • \$10,675 for seasonal snowplowing of parking lots and sidewalks • \$325 per application for salting services • \$150/hr for snow stacking These numbers align with last year's Summit Lawncare's contract. As discussed during the budget meeting earlier this year, staff is in the process of evaluating several longstanding contracts to ensure they continue to meet the needs of the downtown district. Additionally, we are exploring opportunities to streamline snow removal services for improved efficiency. Staff recommends contracting with K&E Outdoor Management for the 2025–2026 winter season to ensure continuity of service while a comprehensive evaluation of snow removal needs and service delivery models is completed.					
Goal/Action Item:					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: Up to \$20,000	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%; background-color: black;"> </td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> </tr> </table>	Yes		No	N/A
Yes		No	N/A		

Fund(s) or Account(s): 394-703-801	Budget Amendment Needed:					
	Yes		No	<input checked="" type="checkbox"/>	N/A	

Recommended Motion:
I move to approve/disapprove the contract from K&E Outdoor Management for up to \$20,000 for snow removal services starting November 15, 2025 and ending on April 15, 2025.

Approvals:	Name the Policy/Ordinance Followed:	
	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"/>

K&E Outdoor Management

Kyle 231-670-6910

Email: keoutdoormanagement@gmail.com

2025/2026 Snow Plowing Quote

Downtown Lots

Muskegon, MI

Amount

Spring Clean-up		
Mulch Install		
Mowing		
Weeding		
Pruning		
Fertilizer Application		
Irrigation Start up/Shut down		
Irrigation		
Class B Mowing		
Fall Clean-up		
Snow Plowing	\$10,675 Seasonal contract. (2" Trigger)	\$2,135 per month
Deicing	Salt parking lots/roads.	\$325 per app.
Shovel/IceMelt	Included with the seasonal price.	
Stacking Snow		\$150/hr

Weekly invoice (November-April) Net 30

Authorized Signature _____

Date _____

K&E Outdoor Management Rep. _____

Date _____