

CITY OF MUSKEGON

DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY MEETING

December 9, 2025 @ 10:30 AM

CONFERENCE ROOM 204

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- CALL TO ORDER:
- ROLL CALL:
- APPROVAL OF MINUTES:
 - I. Approval of Minutes City Clerk
- PUBLIC COMMENT ON AGENDA ITEMS:
- PUBLIC HEARINGS:
- NEW BUSINESS:
 - I. DDA Agenda Item: Acceptance of Financial Report for November 30, 2025 Economic Development
 - II. BRA AGENDA ITEM: Brownfield Plan Amendment #2 for Betten Economic Development
- UNFINISHED BUSINESS:
 - I. Harbor 31 Hotel ADA Compliance Economic Development
- ANY OTHER BUSINESS:
- ADJOURNMENT:

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

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

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

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

CITY OF MUSKEGON

DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY MEETING

**December 2, 2025 @ 10:30 AM
MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

MINUTES

AGENDA

The Special DDA Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 10:31 AM, Tuesday, December 2, 2025. Martha Bottomley opened the meeting.

ROLL CALL

Members Present: B. Tarranht, K. Reid, M. Kleaveland, H. Sytsema, A. Boyd, J. Curtis, M. Bottomley, B. Hastings, J. Dornbos, J. Seyferth

Member(s) Absent: S. Black, K. Thornton

Member(s) Excused: J. Moore

Staff Present: J. Hines, J. Eckholm, W. Webster

Others Present: R. Charron from Parkland Properties

PUBLIC COMMENT ON AGENDA ITEMS

None

NEW BUSINESS

- I. **Shaw Walker Development and Reimbursement Agreement** Economic Development

STAFF RECOMMENDATION: Motion to approve the Development Reimbursement Agreement between the State of Michigan, Parkland Development, and the City of Muskegon Brownfield Redevelopment Authority as presented and to

authorize the Chair to sign.

Motion by M. Kleaveland, second by B. Tarrant, to Motion to approve the Development Reimbursement Agreement between the State of Michigan, Parkland Development, and the City of Muskegon Brownfield Redevelopment Authority as presented and to authorize the Chair to sign. .

**ROLL VOTE: Ayes: B. Tarrant, K. Reid, M. Kleaveland, H. Sytsema, J. Curtis, A. Boyd, M. Bottomley, B. Hastings, J. Dornbos, J. Seyferth
Nays: None**

MOTION PASSES

UNFINISHED BUSINESS

None

ANY OTHER BUSINESS

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:41 AM.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: December 9, 2025	Title: DDA Agenda Item: Acceptance of Financial Report for November 30, 2025												
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development												
Brief Summary: City staff is requesting the approval of the financial report for November 30, 2025.													
Detailed Summary & Background: City staff is requesting approval of the financial report for the period ending November 30, 2025. The current projected fund balance is \$460, 986.12, with no unexpected changes to the budget. Some of November expenses were purchasing of snowflakes, Lakeshore Art Festival expenses and staffing expenses.													
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%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> </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%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A							
Yes		No		N/A									
Recommended Motion: I move to approve the November 30, 2025 financial report as presented.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Name the Policy/Ordinance Followed:
Immediate Division Head													
Information Technology													
Other Division Heads													
Communication													

Legal Review		
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DDA FOR CITY OF MUSKEGON

Balance As of 11/30/2025

GL Number	Description	YTD Balance 11/30/2024	25-26 Amended Budget	YTD Balance 11/30/2025	Activity For 11/30/2025
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Assets					
Department: 000					
394-000-001	CASH IN BANK	294,966.45		354,644.00	(12,593.46)
Total Department 000:		294,966.45		354,644.00	(12,593.46)
Assets		294,966.45		354,644.00	(12,593.46)
Account Category: Liabilities					
Department: 000					
394-000-202	ACCOUNTS PAYABLE	68.76		0.00	(2,950.00)
394-000-293	OTHER LIABILITIES	0.00		700.00	0.00
Total Department 000:		68.76		700.00	(2,950.00)
Liabilities		68.76		700.00	(2,950.00)
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	853.54	1,300.00	543.62	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	500.00	12,000.00	7,500.00	1,500.00
394-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	600.00	0.00	0.00	0.00
Total Department 000:		1,953.54	650,300.00	8,770.55	1,500.00
Revenues		1,953.54	650,300.00	8,770.55	1,500.00
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	29,670.27	0.00	26,825.37	5,189.99
394-703-708	VACATION PAY	1,398.15	0.00	1,260.25	29.31
394-703-710	PERSONAL & OTHER LEAVE	0.00	0.00	468.93	0.00
394-703-711	HOLIDAY PAY	864.80	0.00	703.33	293.08
394-703-712	RETIREE HEALTHCARE - GENERAL	1,003.30	0.00	934.55	165.38
394-703-714	MERS RETIREMENT SYSTEM	3,010.00	0.00	2,759.01	496.12
394-703-717	HEALTH INSURANCE	8,438.43	0.00	108.79	0.00
394-703-718	LIFE INSURANCE	144.81	0.00	125.72	22.56
394-703-719	DENTAL INSURANCE	396.00	0.00	173.57	33.28
394-703-721	DISABILITY INSURANCE	122.90	0.00	107.46	19.14
394-703-722	SOCIAL SECURITY	2,445.19	0.00	2,304.52	413.26
394-703-723	WORKERS' COMPENSATION	122.65	0.00	123.65	18.97
394-703-801	CONTRACTUAL SERVICES	1,800.00	100,000.00	20,510.00	0.00
394-703-850	TELEPHONE	125.00	0.00	(75.00)	(15.00)
394-703-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	450.00	0.00
394-703-944	VEHICLE RENTAL	0.00	0.00	263.70	0.00
Total Department 703:		49,541.50	238,284.00	57,043.85	6,666.09
Department: 778 LAKESHORE ART FESTIVAL					
394-778-749	MISCELLANEOUS MATERIAL & SUPPLIES	19.99	2,000.00	2,465.52	0.00
394-778-801	CONTRACTUAL SERVICES	3,862.33	20,000.00	9,333.96	124.45
394-778-850	TELEPHONE	343.27	700.00	68.71	0.00
394-778-903	ADVERTISING	4,714.10	7,000.00	6,925.69	2,892.27
Total Department 778:		8,939.69	29,700.00	18,793.88	3,016.72
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

DDA FOR CITY OF MUSKEGON

Balance As of 11/30/2025

GL Number	Description	YTD Balance 11/30/2024	25-26 Amended Budget	YTD Balance 11/30/2025	Activity For 11/30/2025
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Expenditures					
Department: 906 DEBT SERVICE					
394-906-801	CONTRACTUAL SERVICES	106,104.64	145,000.00	33,953.38	1,460.65
394-906-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	130,000.00	0.00	0.00
Total Department 906:		106,104.64	275,000.00	33,953.38	1,460.65
Expenditures		168,041.97	542,984.00	109,791.11	11,143.46



Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: December 9, 2025	Title: BRA AGENDA ITEM: Brownfield Plan Amendment #2 for Betten
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: The City of Muskegon is requesting approval of Brownfield Plan Amendment #2 for Betten at 2410, 2474, 2477, & 2501 South Henry Street.	
Detailed Summary & Background: <p>In 2008, the BRA and the City of Muskegon approved a brownfield plan amendment for 2410, 2474, 2477, & 2501 South Henry Street. This brownfield tax capture was used to reimburse any eligible activities for the Betten project with additional interest at 6.5% until reimbursement was complete. The total capture was around \$16 million for a 16-year period which ends December 31, 2025.</p> <p>The Brownfield Plan was experiencing low performance so the City loaned the BRA \$1.66 million to pay off the Betten brownfield and to reduce the interest burden and accelerate the reimbursement commitment. The BRA would then repay the City over several years at an interest rate of 3.25 through tax increments on the property. Because this plan ends this year, it has not performed enough to be able to pay the City the whole \$1.6 million, coming about \$613,000 short.</p> <p>A few things to note:</p> <ul style="list-style-type: none"> • Table 3 – Row 19. Per the original agreement, the BRA should have been receiving \$10,000 per annum. I have made sure to model this for the full cycle. • Table 3 – Simple Interest Expenses: It started at 6.5%, was reduced to 3.5%, and then I have it coming back to 5% to bring it back to the standard that is being used with every other property. This should be included with the BRA amendment. • Timeline: I am showing the following: <ul style="list-style-type: none"> ○ The last amended plan had this completing December 31, 2025. ○ Once amended, this should be complete in 2031. ○ The 5 year capture will end in 2036. ○ I recommended adding 14 years to the plan to bring this to a full 30 year term regardless, to ensure enough time even if this doesn't perform as I forecasted it. • Financials <ul style="list-style-type: none"> ○ Presently the Brownfield is underperforming by \$613k. ○ Once amended, it will break even in 2031. ○ The 5 year capture is forecasted at \$778k ○ This is a total swing of \$1,391,000, taking the brownfield from being in the red to being in 	

the black.

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business - Diverse housing types

Is this a repeat item?:

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

The Betten Brownfield Plan has been amended to extend the timeline of the life of the brownfield.

Amount Requested:

N/A

Budgeted Item:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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Recommended Motion:

I move to approve/disapprove the resolution for Brownfield Plan Amendment #2 for Betten Brownfield and further request staff to set a public hearing before the Muskegon City Commission to consider adoption of the amended plan.

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input checked="" type="checkbox"/>	

Name the Policy/Ordinance Followed:

Michigan Public Act 381 of 1996, as amended

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
221 West Webster
Muskegon, MI

\$ (1,291,409)

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	22	23	24	25	26	
Calendar Year	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
* Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	
Future Taxable Value	\$ 1,464,310	\$ 1,464,310	\$ 1,493,596	\$ 1,523,468	\$ 3,667,000	\$ 3,115,200	\$ 3,165,042	\$ 3,215,682	\$ 3,225,327	\$ 3,254,353	\$ 3,322,693	\$ 3,402,436	\$ 3,467,080	\$ 3,515,618	\$ 3,631,632	\$ 3,813,212	\$ 3,889,476	\$ 3,967,266	\$ 4,046,611	\$ 4,127,543	\$ 4,210,094	\$ 4,294,296	\$ 4,380,182	\$ 4,467,786	\$ 4,557,141	\$ 4,648,284	
Incremental Difference (New TV - Base TV)	\$ 1,464,310	\$ 1,464,310	\$ 1,493,596	\$ 1,523,468	\$ 2,375,591	\$ 1,823,791	\$ 1,873,633	\$ 1,924,273	\$ 1,933,918	\$ 1,962,944	\$ 2,031,284	\$ 2,111,027	\$ 2,175,671	\$ 2,224,209	\$ 2,340,223	\$ 2,521,803	\$ 2,598,067	\$ 2,675,857	\$ 2,755,202	\$ 2,836,134	\$ 2,918,685	\$ 3,002,887	\$ 3,088,773	\$ 3,176,377	\$ 3,265,732	\$ 3,356,875	
School Capture																											
School Operating	18.0000	\$ -	\$ 5,562	\$ 23,453	\$ 44,670	\$ 48,171	\$ 37,949	\$ 38,086	\$ 38,886	\$ 38,949	\$ 39,700	\$ 40,471	\$ 41,824	\$ 42,689	\$ 42,791	\$ 43,630	\$ 48,885	\$ 46,765	\$ 48,165	\$ 49,594	\$ 51,050	\$ 52,536	\$ 54,052	\$ 55,598	\$ 57,175	\$ 58,783	\$ 60,424
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 9,243	\$ 17,703	\$ 19,664	\$ 16,064	\$ 15,603	\$ 15,795	\$ 15,742	\$ 16,145	\$ 16,096	\$ 16,492	\$ 16,625	\$ 16,795	\$ 17,354	\$ 18,624	\$ 15,588	\$ 16,055	\$ 16,531	\$ 17,017	\$ 17,512	\$ 18,017	\$ 18,533	\$ 19,058	\$ 19,594	\$ 20,141
School Total	24.0000	\$ -	\$ 5,562	\$ 32,696	\$ 62,373	\$ 67,835	\$ 54,013	\$ 53,689	\$ 54,681	\$ 54,691	\$ 55,845	\$ 56,567	\$ 58,316	\$ 59,314	\$ 59,586	\$ 60,984	\$ 67,509	\$ 62,354	\$ 64,221	\$ 66,125	\$ 68,067	\$ 70,048	\$ 72,069	\$ 74,131	\$ 76,233	\$ 78,378	\$ 80,565
Local Capture																											
MAISD	3.7580	\$ -	\$ 1,905	\$ 5,789	\$ 11,088	\$ 12,315	\$ 10,061	\$ 9,772	\$ 9,892	\$ 9,860	\$ 10,112	\$ 10,082	\$ 10,329	\$ 10,404	\$ 10,441	\$ 10,685	\$ 11,466	\$ 9,764	\$ 10,056	\$ 10,354	\$ 10,658	\$ 10,968	\$ 11,285	\$ 11,608	\$ 11,937	\$ 12,273	\$ 12,615
County Operating	5.5637	\$ -	\$ -	\$ 8,779	\$ 16,814	\$ 20,960	\$ 15,257	\$ 14,819	\$ 15,001	\$ 14,950	\$ 15,334	\$ 15,286	\$ 15,663	\$ 15,788	\$ 15,844	\$ 16,226	\$ 17,412	\$ 14,455	\$ 14,888	\$ 15,329	\$ 15,779	\$ 16,239	\$ 16,707	\$ 17,185	\$ 17,672	\$ 18,170	\$ 18,677
County Museum	0.3221	\$ -	\$ 505	\$ 1,536	\$ 2,943	\$ -	\$ 862	\$ 837	\$ 848	\$ 845	\$ 866	\$ 864	\$ 885	\$ 893	\$ 895	\$ 917	\$ 983	\$ 837	\$ 862	\$ 887	\$ 914	\$ 940	\$ 967	\$ 995	\$ 1,023	\$ 1,052	\$ 1,081
County Veterans	0.0752	\$ -	\$ -	\$ -	\$ -	\$ 201	\$ 196	\$ 198	\$ 198	\$ 197	\$ 203	\$ 202	\$ 207	\$ 208	\$ 209	\$ 214	\$ 229	\$ 195	\$ 201	\$ 207	\$ 213	\$ 219	\$ 226	\$ 232	\$ 239	\$ 246	\$ 252
Senior Citizen Services	0.3000	\$ -	\$ -	\$ -	\$ -	\$ 803	\$ 676	\$ 632	\$ 632	\$ 1,312	\$ 1,345	\$ 1,342	\$ 1,375	\$ 1,386	\$ 1,391	\$ 1,424	\$ 1,527	\$ 779	\$ 803	\$ 827	\$ 851	\$ 876	\$ 901	\$ 927	\$ 953	\$ 980	\$ 1,007
Community College	2.2037	\$ -	\$ 1,117	\$ 3,395	\$ 6,502	\$ 7,222	\$ 5,900	\$ 5,731	\$ 5,802	\$ 5,782	\$ 5,930	\$ 5,911	\$ 6,057	\$ 6,105	\$ 6,127	\$ 6,275	\$ 6,734	\$ 5,725	\$ 5,897	\$ 6,072	\$ 6,250	\$ 6,432	\$ 6,617	\$ 6,807	\$ 7,000	\$ 7,197	\$ 7,398
City Operating	9.5865	\$ -	\$ 5,611	\$ 18,591	\$ 35,628	\$ 39,585	\$ 25,666	\$ 26,232	\$ 26,554	\$ 26,473	\$ 27,153	\$ 27,067	\$ 27,725	\$ 27,918	\$ 27,983	\$ 28,521	\$ 30,590	\$ 24,906	\$ 25,652	\$ 26,413	\$ 27,189	\$ 27,980	\$ 28,787	\$ 29,611	\$ 30,450	\$ 31,307	\$ 32,181
City Sanitation	2.5000	\$ -	\$ -	\$ -	\$ -	\$ 6,693	\$ 7,801	\$ 7,898	\$ 7,871	\$ 8,073	\$ 8,048	\$ 8,246	\$ 8,306	\$ 8,329	\$ 8,493	\$ 9,114	\$ 6,495	\$ 6,690	\$ 6,888	\$ 7,090	\$ 7,297	\$ 7,507	\$ 7,722	\$ 7,941	\$ 8,164	\$ 8,392	
Hackley Library	2.4000	\$ -	\$ 1,217	\$ 3,697	\$ 7,081	\$ 7,865	\$ 6,425	\$ 6,241	\$ 6,318	\$ 6,296	\$ 6,458	\$ 6,438	\$ 6,596	\$ 6,649	\$ 6,668	\$ 6,802	\$ 7,299	\$ 6,235	\$ 6,422	\$ 6,612	\$ 6,807	\$ 7,005	\$ 7,207	\$ 7,413	\$ 7,623	\$ 7,838	\$ 8,057
Central Dispatch	0.3000	\$ -	\$ -	\$ -	\$ 983	\$ 803	\$ 780	\$ 789	\$ 787	\$ 807	\$ 804	\$ 824	\$ 831	\$ 834	\$ 854	\$ 916	\$ 779	\$ 803	\$ 827	\$ 851	\$ 876	\$ 901	\$ 927	\$ 953	\$ 980	\$ 1,007	
Local Total	27.0092	\$ -	\$ 10,355	\$ 41,787	\$ 80,056	\$ 88,930	\$ 72,671	\$ 73,085	\$ 73,932	\$ 74,373	\$ 76,281	\$ 76,044	\$ 77,907	\$ 78,488	\$ 78,721	\$ 80,411	\$ 86,270	\$ 70,172	\$ 72,273	\$ 74,416	\$ 76,602	\$ 78,831	\$ 81,106	\$ 83,425	\$ 85,791	\$ 88,205	\$ 90,667
Non-Capturable Millages																											
Community College Debt	0.2700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884	\$ 895	\$ 892	\$ 914	\$ 912	\$ 935	\$ 942	\$ 952	\$ 984	\$ 838	\$ 1,050	\$ 1,071	\$ 1,093	\$ 1,114	\$ 1,137	\$ 1,159	\$ 1,183	\$ 1,206	\$ 1,230	\$ 1,255	
Hackley Library Debt	0.4999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,302	\$ 1,345	\$ 1,305	\$ 1,243	\$ 1,256	\$ 1,218	\$ 1,256	\$ 1,218	\$ 1,446	\$ 1,944	\$ 1,983	\$ 2,023	\$ 2,063	\$ 2,105	\$ 2,147	\$ 2,190	\$ 2,233	\$ 2,278	\$ 2,324	
MPS Debt	7.7500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Non-Capturable Total	8.5199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884	\$ 895	\$ 2,194	\$ 2,259	\$ 2,217	\$ 2,178	\$ 2,198	\$ 2,170	\$ 2,430	\$ 2,390	\$ 2,995	\$ 3,054	\$ 3,115	\$ 3,178	\$ 3,241	\$ 3,306	\$ 3,372	\$ 3,440	\$ 3,509	\$ 3,579	
Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ 13,136	\$ 58,135	\$ 111,243	\$ 122,848	\$ 99,678	\$ 99,930	\$ 101,273	\$ 101,719	\$ 104,204	\$ 104,328	\$ 107,065	\$ 108,145	\$ 108,514	\$ 110,903	\$ 120,025	\$ 101,349	\$ 104,383	\$ 107,478	\$ 110,635	\$ 113,856	\$ 117,140	\$ 120,491	\$ 123,908	\$ 127,394	\$ 130,949	

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
221 West Webster
Muskegon, MI

Estimated Taxable Value (TV) Increase Rate:											
Plan Year	27	28	29	30	31	32	33	34	35	Totals	
Calendar Year	2034	2035	2036	2037	2038	2039	2040	2041	2042		
* Base Taxable Value	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	\$ 1,291,409	
Future Taxable Value	\$ 4,741,250	\$ 4,836,075	\$ 4,932,796	\$ 5,031,452	\$ 5,132,081	\$ 5,234,723	\$ 5,339,417	\$ 5,446,206	\$ 5,555,130	\$ 5,610,681	
Incremental Difference (New TV - Base TV)	\$ 3,449,841	\$ 3,544,666	\$ 3,641,387	\$ 3,740,043	\$ 3,840,672	\$ 3,943,314	\$ 4,048,008	\$ 4,154,797	\$ 4,263,721	\$ -	
School Capture											
Millage Rate											
School Operating	18.0000	\$ 62,097	\$ 63,804	\$ 65,545	\$ 67,321	\$ 69,132	\$ 70,980	\$ 72,864	\$ 74,786	\$ 76,747	\$ 1,733,135
State Education Tax (SET)	6.0000	\$ 20,699	\$ 21,268	\$ 21,848	\$ 22,440	\$ 23,044	\$ 23,660	\$ 24,288	\$ 24,929	\$ 25,582	\$ 613,751
School Total	24.0000	\$ 82,796	\$ 85,072	\$ 87,393	\$ 89,761	\$ 92,176	\$ 94,640	\$ 97,152	\$ 99,715	\$ 102,329	\$ 2,346,886
Local Capture											
Millage Rate											
MAISD	3.7580	\$ 12,965	\$ 13,321	\$ 13,684	\$ 14,055	\$ 14,433	\$ 14,819	\$ 15,212	\$ 15,614	\$ 16,023	\$ 385,844
County Operating	5.5637	\$ 19,194	\$ 19,721	\$ 20,260	\$ 20,808	\$ 21,368	\$ 21,939	\$ 22,522	\$ 23,116	\$ 23,722	\$ 575,885
County Museum	0.3221	\$ 1,111	\$ 1,142	\$ 1,173	\$ 1,205	\$ 1,237	\$ 1,270	\$ 1,304	\$ 1,338	\$ 1,373	\$ 35,390
County Veterans	0.0752	\$ 259	\$ 267	\$ 274	\$ 281	\$ 289	\$ 297	\$ 304	\$ 312	\$ 321	\$ 7,099
Senior Citizen Services	0.3000	\$ 1,035	\$ 1,063	\$ 1,092	\$ 1,122	\$ 1,152	\$ 1,183	\$ 1,214	\$ 1,246	\$ 1,279	\$ 32,503
Community College	2.2037	\$ 7,602	\$ 7,811	\$ 8,025	\$ 8,242	\$ 8,464	\$ 8,690	\$ 8,921	\$ 9,156	\$ 9,396	\$ 226,290
City Operating	9.5865	\$ 33,072	\$ 33,981	\$ 34,908	\$ 35,854	\$ 36,819	\$ 37,803	\$ 38,806	\$ 39,830	\$ 40,874	\$ 1,017,719
City Sanitation	2.5000	\$ 8,625	\$ 8,862	\$ 9,103	\$ 9,350	\$ 9,602	\$ 9,858	\$ 10,120	\$ 10,387	\$ 10,659	\$ 249,625
Hackley Library	2.4000	\$ 8,280	\$ 8,507	\$ 8,739	\$ 8,976	\$ 9,218	\$ 9,464	\$ 9,715	\$ 9,972	\$ 10,233	\$ 246,372
Central Dispatch	0.3000	\$ 1,035	\$ 1,063	\$ 1,092	\$ 1,122	\$ 1,152	\$ 1,183	\$ 1,214	\$ 1,246	\$ 1,279	\$ 29,302
Local Total	27.0092	\$ 93,177	\$ 95,739	\$ 98,351	\$ 101,016	\$ 103,733	\$ 106,506	\$ 109,333	\$ 112,218	\$ 115,160	\$ 2,806,031
Non-Capturable Millages											
Millage Rate											
Community College Debt	0.2700	\$ 1,280	\$ 1,306	\$ 1,332	\$ 1,358	\$ 1,386	\$ 1,413	\$ 1,442	\$ 1,470	\$ 1,500	\$ 33,134
Hackley Library Debt	0.4999	\$ 2,370	\$ 2,418	\$ 2,466	\$ 2,515	\$ 2,566	\$ 2,617	\$ 2,669	\$ 2,723	\$ 2,777	\$ 55,077
MPS Debt	7.7500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Capturable Total	8.5199	\$ 3,650	\$ 3,723	\$ 3,798	\$ 3,874	\$ 3,951	\$ 4,030	\$ 4,111	\$ 4,193	\$ 4,277	\$ 88,211
		\$ 179,624	\$ 184,534	\$ 189,542	\$ 194,650	\$ 199,861	\$ 205,176	\$ 210,596	\$ 216,126	\$ 221,766	
Total Tax Increment Revenue (TIR) Available for Capture		\$ 134,576	\$ 138,275	\$ 142,048	\$ 145,896	\$ 149,822	\$ 153,826	\$ 157,910	\$ 162,075	\$ 166,324	\$ 3,979,474

NOTES:

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
 221 W Webster, LLC
 221 W Webster Street
 Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	45.0%	\$ 2,040,010	\$ -	\$ 2,040,010
Local	55.0%	\$ 1,233,015	\$ 836,005	\$ 2,069,020
TOTAL				
Local-Only Pre-Approved	57.1%	\$ 628,305	\$ 836,005	\$ 1,464,310
	42.9%	\$ -	\$ -	\$ -

Estimated Total Years of Plan:

Estimated Capture	
Administrative Fees	\$ 340,000
State Brownfield Redevelopment Fund	\$ 306,876
Local Brownfield Revolving Fund	\$ 778,567

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Total State Incremental Revenue	\$ -	\$ 5,562	\$ 32,696	\$ 62,373	\$ 67,835	\$ 54,013	\$ 53,689	\$ 54,681	\$ 54,691	\$ 55,845	\$ 56,567	\$ 58,316	\$ 59,314	\$ 59,586	\$ 60,984	\$ 67,509	\$ 62,354	\$ 64,221	\$ 66,125	\$ 68,067	\$ 70,048	\$ 72,069	\$ 74,131	\$ 76,233	\$ 78,378	
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ -	\$ 4,622	\$ 8,852	\$ 9,832	\$ 8,032	\$ 7,802	\$ 7,898	\$ 7,871	\$ 8,073	\$ 8,048	\$ 8,246	\$ 8,313	\$ 8,398	\$ 8,677	\$ 9,312	\$ 7,794	\$ 8,028	\$ 8,266	\$ 8,508	\$ 8,756	\$ 9,009	\$ 9,266	\$ 9,529	\$ 9,797	
State TIR Available for Reimbursement	\$ -	\$ 5,562	\$ 28,075	\$ 53,522	\$ 58,003	\$ 45,981	\$ 45,888	\$ 46,784	\$ 46,820	\$ 47,773	\$ 48,519	\$ 50,070	\$ 51,002	\$ 51,189	\$ 52,307	\$ 58,197	\$ 54,559	\$ 56,193	\$ 57,859	\$ 59,559	\$ 61,292	\$ 63,061	\$ 64,864	\$ 66,704	\$ 68,580	
Total Local Incremental Revenue	\$ -	\$ 10,355	\$ 41,787	\$ 80,056	\$ 88,930	\$ 72,671	\$ 73,085	\$ 73,932	\$ 74,373	\$ 76,281	\$ 76,044	\$ 77,907	\$ 78,488	\$ 78,721	\$ 80,411	\$ 86,270	\$ 70,172	\$ 72,273	\$ 74,416	\$ 76,602	\$ 78,831	\$ 81,106	\$ 83,425	\$ 85,791	\$ 88,205	
BRA Administrative Fee (\$10,000 per anum)	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Local TIR Available for Reimbursement	\$ -	\$ 355	\$ 31,787	\$ 70,056	\$ 78,930	\$ 62,671	\$ 63,085	\$ 63,932	\$ 64,373	\$ 66,281	\$ 66,044	\$ 67,907	\$ 68,488	\$ 68,721	\$ 70,411	\$ 76,270	\$ 60,172	\$ 62,273	\$ 64,416	\$ 66,602	\$ 68,831	\$ 71,106	\$ 73,425	\$ 75,791	\$ 78,205	
Total State & Local TIR Available	\$ -	\$ 5,917	\$ 59,862	\$ 123,578	\$ 136,933	\$ 108,652	\$ 108,973	\$ 110,716	\$ 111,193	\$ 114,054	\$ 114,563	\$ 117,977	\$ 119,490	\$ 119,910	\$ 122,718	\$ 134,467	\$ 114,731	\$ 118,466	\$ 122,275	\$ 126,161	\$ 130,124	\$ 134,166	\$ 138,290	\$ 142,495	\$ 146,785	
DEVELOPER																										
Reimbursement Balance	\$ 1,464,310	\$ 1,464,310	\$ 1,553,573	\$ 1,600,881	\$ 1,588,326	\$ 1,561,851	\$ 1,511,730	\$ 1,457,716	\$ 1,399,945	\$ 1,339,603	\$ 1,274,215	\$ 1,205,953	\$ 1,131,805	\$ 1,053,463	\$ 971,864	\$ 884,502	\$ 782,231	\$ 696,004	\$ 613,764	\$ 523,988	\$ 425,652	\$ 318,202	\$ 201,080	\$ 73,697	\$ (64,568)	\$ (214,371)
MSHDA Costs																										
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total MSHDA Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pre-Approved Activities (EGLE/MEDC)	\$ 628,305	\$ 628,305	\$ 628,305	\$ 622,566	\$ 578,598	\$ 490,048	\$ 392,580	\$ 315,264	\$ 237,834	\$ 159,084	\$ -	\$ -	\$ (81,541)	\$ (165,565)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ 2,040,010	\$ -	\$ 5,562	\$ 28,075	\$ 53,522	\$ 58,003	\$ 45,981	\$ 45,888	\$ 46,784	\$ 46,820	\$ 47,773	\$ 48,519	\$ 50,070	\$ 51,002	\$ 51,189	\$ 52,307	\$ 58,197	\$ 54,559	\$ 56,193	\$ 57,859	\$ 59,559	\$ 61,292	\$ 63,061	\$ 64,864	\$ 66,704	
Local Tax Reimbursement	\$ 1,233,015	\$ -	\$ 178	\$ 15,894	\$ 35,028	\$ 39,465	\$ 31,336	\$ 31,543	\$ 31,966	\$ 32,187	\$ 33,141	\$ 33,022	\$ 33,954	\$ 34,244	\$ 34,361	\$ 35,206	\$ 38,135	\$ 30,086	\$ 31,136	\$ 32,208	\$ 33,301	\$ 34,416	\$ 35,553	\$ 36,713	\$ 37,896	
Total Pre-Approved Reimbursement Balance	\$ 628,305	\$ 622,566	\$ 578,598	\$ 490,048	\$ 392,580	\$ 315,264	\$ 237,834	\$ 159,084	\$ -	\$ -	\$ (81,541)	\$ (165,565)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MEDC Non-Environmental Costs																										
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total MEDC Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local-Only Costs	\$ 836,005	\$ 836,005	\$ 836,005	\$ 835,828	\$ 819,934	\$ 784,906	\$ 745,441	\$ 714,106	\$ 682,563	\$ 650,597	\$ 618,411	\$ 585,270	\$ 552,248	\$ 518,295	\$ 484,051	\$ 449,690	\$ 414,485	\$ 376,350	\$ 346,264	\$ 315,127	\$ 282,919	\$ 249,619	\$ 215,203	\$ 179,650	\$ 142,937	
Local Tax Reimbursement	\$ 1,233,015	\$ -	\$ 178	\$ 15,894	\$ 35,028	\$ 39,465	\$ 31,336	\$ 31,543	\$ 31,966	\$ 32,187	\$ 33,141	\$ 33,022	\$ 33,954	\$ 34,244	\$ 34,361	\$ 35,206	\$ 38,135	\$ 30,086	\$ 31,136	\$ 32,208	\$ 33,301	\$ 34,416	\$ 35,553	\$ 36,713	\$ 37,896	
Total Local-Only Reimbursement Balance	\$ 836,005	\$ 835,828	\$ 819,934	\$ 784,906	\$ 745,441	\$ 714,106	\$ 682,563	\$ 650,597	\$ 618,411	\$ 585,270	\$ 552,248	\$ 518,295	\$ 484,051	\$ 449,690	\$ 414,485	\$ 376,350	\$ 346,264	\$ 315,127	\$ 282,919	\$ 249,619	\$ 215,203	\$ 179,650	\$ 142,937	\$ 105,042	\$ 65,939	
Simple Interest Expense	\$ 1,464,310	\$ 1,553,573	\$ 1,600,881	\$ 1,588,326	\$ 1,561,851	\$ 1,511,730	\$ 1,457,716	\$ 1,399,945	\$ 1,339,603	\$ 1,274,215	\$ 1,205,953	\$ 1,131,805	\$ 1,053,463	\$ 971,864	\$ 884,502	\$ 782,231	\$ 696,004	\$ 613,764	\$ 523,988	\$ 425,652	\$ 318,202	\$ 201,080	\$ 73,697	\$ (64,568)	\$ (214,371)	
Annual Interest Incurred @ 6.5%	\$ -	\$ 95,180	\$ 107,169	\$ 111,023	\$ 110,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Annual Interest Incurred @ 3.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,531	\$ 54,959	\$ 52,944	\$ 50,851	\$ 48,666	\$ 46,301	\$ 43,829	\$ 41,147	\$ 38,311	\$ 35,356	\$ 32,195	\$ 28,505	\$ 24,500	\$ 20,100	\$ 15,300	\$ 10,100	\$ 5,100	\$ -	\$ -	\$ -	
Annual Interest Incurred @ 5.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,225	\$ 32,499	\$ 27,824	\$ 22,674	\$ 17,044	\$ 10,906	\$ 4,230	\$ (3,017)		
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Interest Reimbursement Balance	\$ 1,464,310	\$ 1,648,753	\$ 1,708,050	\$ 1,699,350	\$ 1,672,309	\$ 1,570,261	\$ 1,512,676	\$ 1,452,888	\$ 1,390,454	\$ 1,322,881	\$ 1,252,254	\$ 1,175,634	\$ 1,094,610	\$ 1,010,176	\$ 919,859	\$ 814,426	\$ 724,509	\$ 649,989	\$ 556,488	\$ 453,477	\$ 340,876	\$ 218,124	\$ 84,603	\$ (60,338)	\$ (217,387)	
Total Annual Developer Reimbursement	\$ -	\$ 5,917	\$ 59,862	\$ 123,578	\$ 136,933	\$ 108,652	\$ 108,973	\$ 110,716	\$ 111,193	\$ 114,054	\$ 114,563	\$ 117,977	\$ 119,490	\$ 119,910	\$ 122,718	\$ 134,467	\$ 114,731	\$ 118,466	\$ 122,275	\$ 126,161	\$ 130,124	\$ 134,166	\$ 138,290	\$ 142,495	\$ 146,785	
LOCAL BROWNFIELD REVOLVING FUND																										
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total LBRF Capture	\$ 778,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

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

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
 221 W Webster, LLC
 221 W Webster Street
 Muskegon, MI

	26	27	28	29	30	31	32	33	34	35	TOTAL
	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
Total State Incremental Revenue	\$ 80,565	\$ 82,796	\$ 85,072	\$ 87,393	\$ 89,761	\$ 92,176	\$ 94,640	\$ 97,152	\$ 99,715	\$ 102,329	\$ 2,346,886
State Brownfield Redevelopment Fund (50% of S&S)	\$ 10,071	\$ 10,350	\$ 10,634	\$ 10,924	\$ 11,220	\$ 11,522	\$ 11,830	\$ 12,144	\$ 12,464	\$ 12,791	\$ 306,876
State TIR Available for Reimbursement	\$ 70,494	\$ 72,447	\$ 74,438	\$ 76,469	\$ 78,541	\$ 80,654	\$ 82,810	\$ 85,008	\$ 87,251	\$ 89,538	\$ 2,040,010
Total Local Incremental Revenue	\$ 90,667	\$ 93,177	\$ 95,739	\$ 98,351	\$ 101,016	\$ 103,733	\$ 106,506	\$ 109,333	\$ 112,218	\$ 115,160	\$ 2,806,031
BRA Administrative Fee (\$10,000 per annum)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 340,000
Local TIR Available for Reimbursement	\$ 80,667	\$ 83,177	\$ 85,739	\$ 88,351	\$ 91,016	\$ 93,733	\$ 96,506	\$ 99,333	\$ 102,218	\$ 105,160	\$ 2,466,031
Total State & Local TIR Available	\$ 151,161	\$ 155,624	\$ 160,177	\$ 164,820	\$ 169,556	\$ 174,388	\$ 179,315	\$ 184,342	\$ 189,468	\$ 194,698	\$ 4,506,041
DEVELOPER											
Reimbursement Balance	\$ (376,401)	\$ (551,388)	\$ (740,103)	\$ (943,355)	\$ (1,162,001)	\$ (1,396,943)	\$ (1,649,133)	\$ (1,919,575)	\$ (2,209,327)	\$ (2,519,505)	\$ -
MSHDA Costs											
State Tax Reimbursement											
Local Tax Reimbursement											
Total MSHDA Reimbursement Balance											
Pre-Approved Activities (EGLE/MEDC)											
State Tax Reimbursement	\$ 70,494	\$ 72,447	\$ 74,438	\$ 76,469	\$ 78,541	\$ 80,654	\$ 82,810	\$ 85,008	\$ 87,251	\$ 89,538	\$ 2,040,010
Local Tax Reimbursement	\$ 40,333	\$ 41,589	\$ 42,869	\$ 44,175	\$ 45,508	\$ 46,867	\$ 48,253	\$ 49,667	\$ 51,109	\$ 52,580	\$ 1,233,015
Total Pre-Approved Reimbursement Balance											
MEDC Non-Environmental Costs											
State Tax Reimbursement											
Local Tax Reimbursement											
Total MEDC Reimbursement Balance											
Local-Only Costs											
State Tax Reimbursement	\$ 65,939	\$ 25,606	\$ (15,983)	\$ (58,852)	\$ (103,027)	\$ (148,535)	\$ (195,402)	\$ (243,655)	\$ (293,322)	\$ (344,430)	\$ -
Local Tax Reimbursement	\$ 40,333	\$ 41,589	\$ 42,869	\$ 44,175	\$ 45,508	\$ 46,867	\$ 48,253	\$ 49,667	\$ 51,109	\$ 52,580	\$ 1,233,015
Total Local-Only Reimbursement Balance	\$ 25,606	\$ (15,983)	\$ (58,852)	\$ (103,027)	\$ (148,535)	\$ (195,402)	\$ (243,655)	\$ (293,322)	\$ (344,430)	\$ (397,010)	\$ 1,233,015
Simple Interest Expense											
Annual Interest Incurred @ 6.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 423,830
Annual Interest Incurred @ 3.5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 531,595
Annual Interest Incurred @ 5.0%	\$ (10,869)	\$ (19,364)	\$ (28,538)	\$ (38,432)	\$ (49,089)	\$ (60,554)	\$ (72,875)	\$ (86,100)	\$ (100,284)	\$ (115,481)	\$ 119,223
Local Tax Reimbursement	\$ (387,270)	\$ (570,752)	\$ (768,640)	\$ (981,787)	\$ (1,211,090)	\$ (1,457,497)	\$ (1,722,008)	\$ (2,005,675)	\$ (2,309,611)	\$ (2,634,986)	\$ -
Total Interest Reimbursement Balance	\$ (387,270)	\$ (570,752)	\$ (768,640)	\$ (981,787)	\$ (1,211,090)	\$ (1,457,497)	\$ (1,722,008)	\$ (2,005,675)	\$ (2,309,611)	\$ (2,634,986)	\$ -
Total Annual Developer Reimbursement	\$ 151,161	\$ 155,624	\$ 160,177	\$ 164,820	\$ 169,556	\$ 174,388	\$ 179,315	\$ 184,342	\$ 189,468	\$ 194,698	\$ 4,506,041
LOCAL BROWNFIELD REVOLVING FUND											
LBRF Deposits*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 778,567
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ 151,161	\$ 155,624	\$ 160,177	\$ 164,820	\$ 169,556	\$ 174,388	\$ 179,315	\$ 184,342	\$ 189,468	\$ 194,698	\$ 778,567
Total LBRF Capture	\$ 151,161	\$ 155,624	\$ 160,177	\$ 164,820	\$ 169,556	\$ 174,388	\$ 179,315	\$ 184,342	\$ 189,468	\$ 194,698	\$ 778,567

* Up to five years of capture for LBRF Deposits a

Memo

To: Brownfield Redevelopment Authority & City Commission

From: Finance Director

Date: May 25, 2012

Re: Proposal to Change Betten Development Agreement

Background

The 2008 *Brownfield Development and Reimbursement Agreement* between Betten Automotive Group, the City and the Brownfield Authority provides that tax increment revenues from development in the Betten BRA district be primarily used to reimburse the developer for brownfield eligible costs incurred. The agreement further provides that until these costs are reimbursed, interest shall accrue at the rate of 6.5%. Total costs reimbursable to the developer are capped at \$3.0 million or the amount of tax increments available for this purpose during a 16-year period ended December 31, 2025.

Current Status

The project is essentially complete and costs eligible for reimbursement amount to \$1,464,310. Total interest accrued to date is \$217,280 (thru 5/31/12) and is accruing at a rate of \$260/day.

Current year tax increment revenues generated by the now completed project will be \$157,111.

● Page 1

Proposal

For several months, City staff and Betten have discussed whether a lump sum payout at an agreed to amount might be mutually beneficial. This payout would be facilitated by a loan from the City to the BRA at a rate of 3.25% repaid over thirteen years (see attached amortization schedule) – or sooner if tax collections permit.

- Benefit to BRA: reduce interest costs from 6.5% to 3.25% payable to City instead of developer
- Benefit to City: rate of return higher than can be achieved in investments like CD's or US Treasuries
- Benefit to Developer: cash received up front to help facilitate further development of Henry Street corridor (also a benefit to City and BRA)

Proposed Lump Sum Reimbursement	\$ 1,660,000
Reimbursable Costs	\$ 1,464,310
Accrued Interest to Date	217,020
Total Payable to Date	\$ 1,681,330
Estimated Total Tax Increments Anticipated During 16-year Period (assumes no TV growth)	\$ 2,442,334
Estimated Net Tax Increments Paid Out to Betten During 16-year Period (after admin fee and amounts deducted for Henry Street resurfacing)	\$ 1,952,917

As the above table summarizes, the lump sum payment amount that Betten and City staff have tentatively agreed to is \$1.66 million. Betten is already owed \$1,681,330 and interest continues to accrue. If the original agreement is followed, it is estimated payouts to Betten would total \$1,952,917, *assuming no increase in taxable property values*. If property values (and tax increments) did increase, payout would be higher and ultimately be capped at \$3.0 million.

Risks and Other Considerations

Clearly this type of proposal involves risks that decision-makers must be aware of. The primary risk is that projected tax increments could fail to materialize for a variety of reasons:

The payment schedule below is split 1/3 each between the Cemetery Perpetual Care Fund, Equipment Fund, and General Insurance Fund.

Summary

Principal borrowed: \$1,660,000.00
 Regular Payment amount: \$78,790.37
 Final Balloon Payment: \$0.00
 Interest-only payment: \$26,975.00
 *Total Repaid: \$2,048,549.62
 *Total Interest Paid: \$388,549.62

Annual Payments: 2
 Total Payments: 26 (13.00 years)
 Annual interest rate: 3.25%
 Periodic interest rate: 1.6250%
 Debt Service Constant: 9.4928%
 *Total interest paid as a percentage of Principal: 23.407%

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	51,815.37	26,975.00	51,815.37	26,975.00	1,608,184.63
2	52,657.37	26,133.00	104,472.74	53,108.00	1,555,527.26 Balance 6/30/13
3	53,513.05	25,277.32	157,985.79	78,985.32	1,502,014.21
4	54,382.64	24,407.73	212,368.43	102,793.05	1,447,631.57 Balance 6/30/14
5	55,266.36	23,524.01	267,634.79	126,317.06	1,392,365.21
6	56,164.44	22,625.93	323,799.23	148,942.99	1,336,200.77 Balance 6/30/15
7	57,077.11	21,713.26	380,876.34	170,656.25	1,279,123.66
8	58,004.61	20,785.76	438,880.95	191,442.01	1,221,119.00 Balance 6/30/16
9	58,947.19	19,843.18	497,828.14	211,285.19	1,162,171.86
10	59,905.08	18,885.29	557,733.22	230,170.48	1,102,266.78 Balance 6/30/17
11	60,878.53	17,911.84	618,611.75	248,082.32	1,041,388.25
12	61,867.81	16,922.56	680,479.56	265,004.88	979,520.44 Balance 6/30/18
13	62,873.16	15,917.21	743,352.72	280,922.09	916,647.28
14	63,894.85	14,895.52	807,247.57	295,817.61	852,752.43 Balance 6/30/19
15	64,933.14	13,857.23	872,180.71	309,674.84	787,819.29
16	65,988.31	12,802.06	938,169.02	322,476.90	721,830.98 Balance 6/30/20
17	67,060.62	11,729.75	1,005,229.64	334,206.65	654,770.36
18	68,150.35	10,640.02	1,073,379.99	344,846.67	586,620.01 Balance 6/30/21
19	69,257.79	9,532.58	1,142,637.78	354,379.25	517,362.22
20	70,383.23	8,407.14	1,213,021.01	362,786.39	446,978.99 Balance 6/30/22
21	71,526.96	7,263.41	1,284,547.97	370,049.80	375,452.03
22	72,689.27	6,101.10	1,357,237.24	376,150.90	302,762.76
23	73,870.48	4,919.89	1,431,107.72	381,070.79	228,892.28
24	75,070.87	3,719.50	1,506,178.59	384,790.29	153,821.41
25	76,290.77	2,499.60	1,582,469.36	387,289.89	77,530.64
26	*77,530.64	1,259.87	1,660,000.00	388,549.76	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

**FIRST AMENDMENT TO THE BROWNFIELD DEVELOPMENT AND
REIMBURSEMENT AGREEMENT (Site S - - Betten Auto Dealership).**

THE AGREEMENT made this ____ day of _____, 2012, between the City of Muskegon, 933 Terrace Street, Muskegon, Michigan 49443-0536 ("City"), Brownfield Redevelopment Authority of the City of Muskegon, of 933 Terrace Street, Muskegon, Michigan 49443-0536 ("Authority"), and Betten Chevrolet, Inc. and Betten Automotive Group, Inc. of 2474 South Henry Street, Muskegon, Michigan 49441 (jointly referred to as "Developer").

RECITALS

A. The City and Authority amended the City of Muskegon Brownfield Redevelopment Authority Brownfield Plan ("Plan") in May of 2008 to add Betten Auto Dealership as Site S.

B. The City, Authority and Developer executed a Brownfield Development and Reimbursement Agreement, dated on or about May 13, 2008 providing for Developer to develop property it owns on Henry Street in the City of Muskegon.

C. Developer executed a Promissory Note and Mortgages in favor of the City relating to a MDEQ Brownfield Loan. Developer has paid off its obligations relating to the MDEQ Brownfield Loan and the City has cancelled the Promissory Note and discharged the Mortgages.

D. Developer has acquired the former Sherwin Williams Property, located at 2425 South Henry Street, which is adjacent to the property owned by Developer.

E. Developer has made substantial environmental improvements on its property subject to the Brownfield Plan, as adopted in 2008. Developer has and will make substantial improvements on the Sherwin Williams Property. Developer has Eligible Activities under the Brownfield Plan and will undertake further Eligible Activities as that term is defined by the Brownfield Redevelopment Financing Act, Act 381 of 1996.

F. Pursuant to the Brownfield Development and Reimbursement Agreement, the Authority has an obligation in the future to reimburse Developer for the cost of Eligible Activities using tax captured revenues. City is willing to lend monies to the Authority so that the Authority can satisfy its obligation to Developer and Authority would reimburse the City from future tax captured monies.

G. Developer and City had discussed adding the former Sherwin Williams Property to the City of Muskegon Brownfield Redevelopment Authority Brownfield

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

THE CITY OF MUSKEGON
MUSKEGON

BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF

By: _____

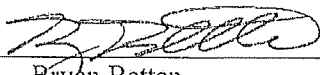
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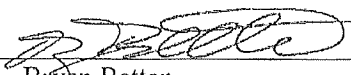
Its: _____

Its: _____

BETTEN CHEVROLET, INC.
a Michigan corporation

BETTEN AUTOMOTIVE GROUP, INC.
a Michigan corporation

By: 
Bryan Betten
Its: President

By: 
Bryan Betten
Its: President

The word "holder" as used herein shall mean the payee or endorsee of this Note who is in possession of it, or the bearer, if this Note is at the time payable to the bearer.

This Note may not be amended, changed or modified in any respect except by a written document which has been executed by each party.

If this Note is placed by the holder hereof in the hands of any attorney for collection through legal proceedings or otherwise or is placed in the hands of any attorney for representation of the holder hereof in the proceedings commenced by or against the undersigned under any bankruptcy or insolvency law of the United States or of any state and whether in adversary proceeding or otherwise, then the undersigned shall pay reasonable attorneys' fees to the holder hereof together with reasonable costs and expenses of collection or such representation.

THE AUTHORITY AND THE CITY AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS PROMISSORY NOTE, ANY RELATED INSTRUMENTS, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE AUTHORITY AND THE CITY, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE AUTHORITY NOR THE CITY HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Presentment, notice of dishonor, protest, notice of protest, demand, and notice of default are hereby waived expressly by each and every party as maker or endorser hereon.

WITNESS:

BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF MUSKEGON,

By:

Its:

SECOND AMENDMENT TO THE BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT (Site S -- Betten Auto Dealership)

THIS Second Amendment, made this ninth day of December 2025, (the “**Second Amendment**”), by and among the **CITY OF MUSKEGON**, of 933 Terrace Street, Muskegon, Michigan 49440 (the “**City**”), and the **BROWNFIELD REDEVELOPMENT AUTHORITY OF THE CITY OF MUSKEGON**, an authority established pursuant to Act 381 of the Public Acts of 1966, as amended (“**Act 381**”), of 933 Terrace Street, Muskegon, Michigan 40440 (the “**Authority**”).

With reference to the following facts and circumstances:

RECITALS

A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan which was duly approved by the Commissioners of the City, and an Amendment thereto which incorporates the Betten Automotive Dealerships project; which Amendment was duly approved by the Authority on April 1, 2008, then approved by the Authority as revised on May 13, 2008, and approved as revised by the Commissioners of the City on May 13, 2008, and approved as revised by the Commissioners of the City on May 13m 2008 (the “**Brownfield Plan**”).

B. A First Amendment to the Brownfield Development and Reimbursement Agreement was adopted in 2012 to add 2425 South Henry Street.

C. In 2012, City acquired Developer’s eligible expenses as defined in the Development and Reimbursement Agreement for \$1,660,000. See First Amendment.

D. Due to economic conditions, which affected intended development, the Authorities tax capture has not performed as anticipated.

E. The Authority owes City \$613,000 as of December 1st, 2025 for eligible activities in this project.

F. The Authority and City agree to extend the term of the Agreement by up to fourteen (14) years as follows.

1. Paragraph 3(b) shall be revised to read as follows:

(b) Reimbursement to Developer for its Eligible Costs shall be limited to the earliest or least of the following: (1) reimbursement of all Eligible Costs under this Agreement; (2) reimbursement of the Eligible Costs other than the City's cost for the Henry Street Resurfacing, together with the City's cost for the Henry Street Resurfacing (as described in Section 7) in an amount not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000), in the total maximum amount of Three Million and No/100 Dollars (\$3,000,000) (the "**\$3,000,000 Cap**"); or (3) in recognition that the build-out of the project will likely not be substantially complete and available for the Developer's productive use until after the effective date for the 2009 tax year assessment, and in recognition of the City's desire to cap the reimbursement to the Developer for Developer's Eligible Costs after thirty (30) years from the substantial completion of the project, after reimbursement to Developer for Developer's Eligible Costs in the total amount of all Tax Increment Revenues billed and eligible for capture under the Plan and this Agreement from the date of this Agreement through December 31, 2039 (the "**30 Year Cap**").

2. Paragraph 5 shall be revised to read as follows:

(a) The Developer and the City agree that Developer shall undertake and complete to the City's reasonable satisfaction the relocation of a sanitary sewer line located in the east side of the project. Notwithstanding any other provision of this Agreement, reimbursement to the Developer for up to Seventy-Five Thousand and No/100 Dollars (\$75,000) of its costs for this sewer line relocation shall, for accounting purposes only, not be considered in calculation of the \$3,000,000 Cap or the 30 Year Cap, insofar as reimbursement for such Eligible Costs would limit reimbursement to Developer of its other Eligible Costs per the terms of this Agreement; in such case, reimbursement for the Eligible Costs would continue if and as necessary to reach the \$3,000,000 Cap or the 16 Year Cap, whichever comes first. The Developer's costs for this sewer line relocation in excess of Seventy-Five Thousand and No/100 Dollars (\$75,000) shall be considered part of the Developer's Eligible Costs and included in and applied against the \$3,000,000 Cap and/or the 30 Year Cap, and subject to reimbursement to the Developer as such as otherwise provided under this Agreement.

(b) The Developer shall use a "sewer camera" to investigate the condition of the existing sewer line located in the West side of the Project, and shall undertake reasonably necessary cleaning and repairs to the portion of that sewer line within the Project site, at a cost to the Developer not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000). The costs associated with televising, cleaning, and/or repairing this West side sewer line shall be Eligible Costs.

Notwithstanding, if the foregoing costs exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000), such excess amounts will be paid by the City but may, at the City's option, only reimbursed to the City from the captured Tax Increment Revenues at any time after the earliest of the fulfillment of the 30 Year Cap, the \$3,000,000 Cap, or reimbursement of all of Developer's Eligible Costs under this Agreement.

3. Paragraph 7(b) shall be revised to read as follows:

(c) The City's costs for the Henry Street Resurfacing, up to a maximum of Three Hundred Thousand and No/100 Dollars (\$300,000), shall be reimbursed to the City over a period of years from the captured Tax Increment Revenues. The amount of such reimbursement in any year shall be determined by multiplying the total dollar amount incurred and paid by the City for the Henry Street Resurfacing as of December 31 of the then most recent past calendar year by ten percent (10%), provided that the amount of such reimbursement in any year shall not exceed Thirty Thousand and No/100 Dollars (\$30,000). Reimbursement under this formula shall continue until all such costs incurred and paid by the City for the Henry Street Resurfacing (to the maximum amount of Three Hundred Thousand and No/100 Dollars (\$300,000) have been paid in full. All such reimbursement(s) to the City in a total amount not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000) shall be included in and applied against the 30 Year Cap and the \$3,000,000 Cap, and shall be paid in full by the time the earlier of the 30 Year Cap or the \$3,000,000 Cap is reached. Notwithstanding any other provision of this Section 7(b), if in the year that the \$3,000,000 Cap or the 30 Year Cap is reached, the City has not yet been fully reimbursed for the lesser of all of its Eligible Costs or Three Hundred Thousand and No/100 Dollars (\$300,000) for the Henry Street Resurfacing, the City may be reimbursed in that year in an amount which exceeds Thirty Thousand and No/100 Dollars (\$30,000).

4. Paragraph 7(d) shall be revised to read as follows:

(d) If the City incurs and pays more than for Three Hundred Thousand and No/100 Dollars (\$300,000) for the Henry Street Resurfacing during the term of this Agreement, such excess amount may, at the City's option, be reimbursed to the City from the captured Tax Increment Revenues at any time after the earliest of the fulfillment of the 30 Year Cap, the \$3,000,000 Cap, or reimbursement of all of Developer's Eligible Costs under this Agreement.

5. Paragraph 9 shall be revised to read as follows:

From the Tax Increment Revenues collected during the term of this Agreement, the Authority shall be paid the sum of Ten Thousand and No/100 Dollars (\$10,000) per calendar year for its administration of the Plan (the "**Authority Fee**"), provided that if the total Tax Increment Revenues captured (or, if Developer fails to timely pay its property taxes on the project, the amount capturable if such taxes were

timely paid) in any calendar year are insufficient to pay the Authority Fee for that year shall accrue and be paid according to the Payment Priority Schedule in the next year in which sufficient captured Tax Increment Revenues are available. Notwithstanding anything to the contrary in this Agreement, the Authority Fee shall not be considered as part of or applied to the calculation of the 30 Year Cap or the \$3,000,000 Cap (as is the case for the \$75,000 of the sewer costs detailed in section 5 of this Agreement) and for accounting purposes shall be deemed to be collected and paid after the Developer has been repaid the entirety of its Eligible Costs per the terms of this Agreement.

6. Paragraph 10(c) shall be revised to read as follows:

(e) Interest shall accrue on the Developer’s costs for Eligible Activities at the rate of six and one-half percent (6.5%) per annum. Such interest shall be included in the Eligible Costs for purposes of this Agreement. Interest shall begin to accrue on any such costs on the date that Developer submits to the Authority evidence of its payment of such Eligible Costs and shall continue to accrue on all unreimbursed costs for Eligible Activities submitted by Developer until the earlier of the 30 Year Cap or upon payment of all Eligible Costs up to the \$3,000,000 Cap.

7. In all other respects, City of Muskegon Brownfield Development and Reimbursement Agreement for Site S -- Betten Auto Dealership are unaffected and remain in full force and effect.

The parties have executed this Second Amendment in supPLICATE original on the date set forth above.

THE CITY OF MUSKEGON

**BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF MUSKEGON**

By: _____

By: _____

Its: _____

Its: _____