CITY OF MUSKEGON

DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY MEETING

September 8, 2026 @ 10:30 AM

CONFERENCE ROOM 204

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

☐ **CALL TO ORDER:**

☐ **APPROVAL OF MINUTES:**

I. **July 14, 2026 Meeting Minutes** Economic Development

☐ **ROLL CALL:**

☐ **PUBLIC COMMENT ON AGENDA ITEMS:**

☐ **PUBLIC HEARINGS:**

☐ **NEW BUSINESS:**

I. **DDA: Acceptance of Financial Report for July 31, 2026** Economic Development

II. **DDA: Acceptance of Financial Report for August 31, 2026** Economic Development

III. **DDA: FACADE GRANT for Muskegon Electric Coil Tattoo and Body Piercing** Economic Development

IV. **BRA: Brownfield Plan Amendment - 118 W. Clay Ave.** Economic Development

V. **BRA: Development and Reimbursement Agreement for Revilo Two GRR, LLC - 118 W. Clay Ave.** 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

July 14, 2026 @ 10:30 AM

CONFERENCE ROOM 204

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

AGENDA

CALL TO ORDER

M. Bottomley called the meeting to order at 10:32, and a roll call was taken.

ROLL CALL

MEMBERS PRESENT: Martha Bottomley, Kiel Reid, Bob Tarrant, Sherri Black, Michael Kleaveland, James Curtis, JoAnn Dornbos, Chad Doane

MEMBERS EXCUSED: Andrew Boyd, Brad Hastings, Jeanette moore, Jonathan Seyferth, Kathryne Lynnes

STAFF PRESENT: J. Hines, J. Eckholm, I. Gonzalez, W. Webster

OTHERS PRESENT:

APPROVAL OF MINUTES

I. **June 30, 2026 DDA/BRA Meeting Minutes** Economic Development

A motion to June 30, 2026 DDA/BRA Meeting Minutes was made by B. Tarrant, supported by J. Curtis, and approved with all voting aye.

PUBLIC COMMENT ON AGENDA ITEMS

None

PUBLIC HEARINGS

None

NEW BUSINESS

I. BRA: Development and Reimbursement Agreement for 221 W. Webster, LLC — 221 W. Webster Ave & 1040 2nd St. Economic Development

The Development and Reimbursement Agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2048, or until all eligible activities have been reimbursed through tax increment financing (TIF) capture, whichever occurs first.

The Brownfield Plan Amendment was approved by the BRA and City Commission on April 8, 2025.

The Development and Reimbursement Agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement. The first reimbursement request was approved by the BRA at its June 9, 2026 meeting; however, it was subsequently discovered that a Development and Reimbursement Agreement had not been presented for approval. Pursuant to the Brownfield Plan and the terms governing reimbursement, tax increment reimbursements cannot be made until the Development and Reimbursement Agreement has been duly approved and executed.

Motion by B. Tarrant, second by J. Curtis, to approve the Development and Reimbursement Agreement for the approved Brownfield Plan for 221 W. Webster, LLC (221 W. Webster Ave & 1040 2nd St.) as presented.

ROLL VOTE: Ayes: J. Curtis, M. Kleaveland, K. Reid, B. Tarrant, M. Bottomley, S. Black, C. Doane, J Dornbos
Nays: None

MOTION PASSES

II. BRA: Brownfield 101 Presentation Economic Development

Director Eckholm spoke on the basics of a brownfield redevelopment authority and brownfield revolving loan fund. Presentation was supplied in Agenda packet.

III. <u>BRA: Former Mall Tax Capture Discussion</u> Economic Development

The City's auditors have advised that we settle the accounts related to the former mall Brownfield Plan in one fiscal year rather than a protracted payment plan. This will result in a large sum of money being available for programming for the BRA much sooner than we planned. The proposed payment from the City is $1,519,223, and this is in addition to the estimated $264,000 from the first year of the Terrace Point BRA capture. Additionally, the City owes another approximately $240,000 to the BRA for admin fees from other plans. This will, in this fiscal year alone, result in $2,023,223 in the Brownfield Revolving Fund for the first time in City history.

Staff recommends accepting the lump sum motion as presented.

Motion by None, second by None, to Motion to grant the City of Muskegon a Brownfield TIF grant in the amount of $442,995 to reimburse them for uncollected eligible activities related to the Former Muskegon Mall Brownfield Plan, and to accept a lump sum final payment for revenues related to said plan of $1,519,223 to the Muskegon Brownfield Redevelopment Authority Revolving Fund.

ROLL VOTE: Ayes: J. Curtis, M. Kleaveland, K. Reid, B. Tarrant, M. Bottomley, S. Black, C. Doane, J. Dornbos
Nays: None

MOTION PASSES

IV. <u>DDA: TIFA 1 Capture</u> Economic Development

After the situation we uncovered with the former mall Brownfield, we decided to review more old paper records to determine if there are any other discrepancies in the TIF capture functions the city performs. Upon further review, we found another TIF district plan that began in 1982 related to City investment in the parking structure attached to the Delta Hotel by Marriott. The plan allows the City to capture its original investment. This has been completed, and so the TIF district can be dissolved and the revenues flow instead to the DDA. The total revenue will positively impact the DDA budget significantly, with an estimated capture this fiscal year of $52,435. This represents approximately a 10% annual revenue increase moving forward.

V. <u>DDA: Acceptance of Financial Report for June 30, 2026</u> Economic Development

City staff is requesting approval of the financial report for the period ending June 30, 2026. The current projected fund balance is $454,964.56.

Significant revenues for May included $2,606.14 from the State of Michigan for TIF revenue loss. Significant expenses for the month included staffing costs, Barry's Greenhouse contract, seasonal workers, and western market workshops.

Motion by K. Reid, second by C. Doane to approve the June 30, 2026, financial report as presented. .

ROLL VOTE: Ayes: J. Curtis, M. Kleaveland, K. Reid, B. Tarrant, M. Bottomley, S. Black, C. Doane, J Dornbos
Nays: None

MOTION PASSES

ANY OTHER BUSINESS

J. Hines wanted to let the board know if there are any concerns downtown as far as safety, cleanliness, etc., please send your concerns to her or See Click Fix. Moving forward J. Hines will be hosting discussion round tables for business owners, staff to be more visible.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:46.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: September 8, 2026	**Title:** DDA: Acceptance of Financial Report for July 31, 2026
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
City staff is requesting approval of the financial report for the period ending July 31, 2026.

Detailed Summary & Background:
City staff is requesting approval of the financial report for the period ending July 31, 2026. The current projected fund balance is $454,964.56.

Significant expenses are Barry's Greenhouse contract and the DDA seasonal workers.

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:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I move to approve the July 31, 2026, financial report as presented.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		

Name the Policy/Ordinance Followed:

Legal Review			

GL Number	Description	YTD Balance 07/31/2025	26-27 Amended Budget	YTD Balance 07/31/2026	Activity For 07/31/2026
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Assets					
Department: 000					
394-000-001	CASH IN BANK	437,919.89		637,308.27	(63,753.90)
394-000-018	ACCOUNTS RECEIVABLE	0.00		0.00	(11,715.82)
394-000-061	LOANS RECEIVABLE	0.00		0.00	0.00
394-000-081	ACCOUNTS RECEIVABLE OTHER GOVERNMENT	0.00		0.00	0.00
394-000-123	PREPAID INSURANCE	0.00		0.00	0.00
Total Department 000:		437,919.89		637,308.27	(75,469.72)
Assets		437,919.89		637,308.27	(75,469.72)
Account Category: Liabilities					
Department: 000					
394-000-202	ACCOUNTS PAYABLE	6,833.20		5,870.40	(54,368.02)
394-000-251	ACCRUED INTEREST PAYABLE	0.00		0.00	0.00
394-000-257	DEFERRED COMPENSATION	0.00		0.00	(2,617.18)
394-000-293	OTHER LIABILITIES	0.00		0.00	0.00
394-000-302	BOND PREMIUM	0.00		0.00	0.00
Total Department 000:		6,833.20		5,870.40	(56,985.20)
Liabilities		6,833.20		5,870.40	(56,985.20)
Account Category: Fund Equity					
Department: 000					
394-000-399	FUND BALANCE UNRESERVED	454,964.56		454,964.56	0.00
Total Department 000:		454,964.56		454,964.56	0.00
Fund Equity		454,964.56		454,964.56	0.00
Account Category: Revenues					
Department: 000					
394-000-402	PROPERTY TAX	0.00	524,621.00	0.00	0.00
394-000-428	REIMBURSEMENT STATE	0.00	0.00	0.00	0.00
394-000-540	STATE GRANTS	0.00	0.00	0.00	0.00
394-000-569	STATE GRANTS OTHER	0.00	0.00	0.00	0.00
394-000-613	EVENT REVENUE	(1,231.00)	100,000.00	0.00	0.00
394-000-665-004970	INTEREST INCOME	199.26	1,600.00	0.00	0.00
394-000-679-004845	FUNDRAISING REVENUE	0.00	0.00	0.00	0.00
394-000-679-004846	SPONSORSHIP REVENUE	0.00	0.00	0.00	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	0.00	33,500.00	0.00	0.00
394-000-684-004800	MISC. & SUNDRY	0.00	0.00	0.00	0.00
394-000-699-100000	OP. TRANS FROM GENERAL FUND	0.00	0.00	0.00	0.00
394-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	0.00	0.00	0.00	0.00
394-000-699-300000	OP. TRANS FROM DEBT SERVICE	0.00	0.00	0.00	0.00
394-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Total Department 000:		(1,031.74)	659,721.00	0.00	0.00
Revenues		(1,031.74)	659,721.00	0.00	0.00
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-702	BUDGETED SALARIES & BENEFITS	0.00	140,209.00	0.00	0.00
394-703-703	SALARY PERMANENT	3,956.70	0.00	3,882.56	3,882.56
394-703-707	OVERTIME	0.00	0.00	0.00	0.00
394-703-708	VACATION PAY	0.00	0.00	505.80	505.80
394-703-709	LONGEVITY PAY	0.00	0.00	0.00	0.00
394-703-710	PERSONAL & OTHER LEAVE	0.00	0.00	0.00	0.00
394-703-711	HOLIDAY PAY	117.17	0.00	116.86	116.86
394-703-712	RETIREE HEALTHCARE - GENERAL	174.55	0.00	207.19	207.19
394-703-714	MERS RETIREMENT SYSTEM	498.53	0.00	405.48	405.48
394-703-717	HEALTH INSURANCE	3.49	0.00	775.90	775.90
394-703-718	LIFE INSURANCE	23.34	0.00	27.95	27.95
394-703-719	DENTAL INSURANCE	16.79	0.00	72.10	72.10
394-703-721	DISABILITY INSURANCE	19.88	0.00	26.38	26.38
394-703-722	SOCIAL SECURITY	417.33	0.00	512.81	512.81
394-703-723	WORKERS' COMPENSATION	19.85	0.00	22.34	22.34
394-703-724	UNEMPLOYMENT	0.00	0.00	0.00	0.00
394-703-727	BUDGETED SUPPLIES	0.00	4,000.00	0.00	0.00
394-703-728	OFFICE SUPPLIES	0.00	0.00	0.00	0.00
394-703-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-703-801	CONTRACTUAL SERVICES	6,864.00	40,000.00	0.00	0.00
394-703-850	TELEPHONE	(15.00)	0.00	0.00	0.00

GL Number	Description	YTD Balance 07/31/2025	26-27 Amended Budget	YTD Balance 07/31/2026	Activity For 07/31/2026
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-703-944	VEHICLE RENTAL	0.00	8,000.00	0.00	0.00
Total Department 703:		12,096.63	192,209.00	6,555.37	6,555.37
Department: 778 LAKESHORE ART FESTIVAL					
394-778-749	MISCELLANEOUS MATERIAL & SUPPLIES	2,465.52	17,000.00	(1.22)	(1.22)
394-778-801	CONTRACTUAL SERVICES	799.45	12,000.00	0.00	0.00
394-778-810	ENGINEERING SERVICES	0.00	0.00	0.00	0.00
394-778-850	TELEPHONE	68.71	700.00	0.00	0.00
394-778-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-778-903	ADVERTISING	834.72	8,500.00	0.00	0.00
394-778-963	BANK CHARGES	0.00	0.00	0.00	0.00
Total Department 778:		4,168.40	38,200.00	(1.22)	(1.22)
Department: 780 TASTE OF MUSKEGON					
394-780-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-780-801	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
394-780-850	TELEPHONE	0.00	0.00	0.00	0.00
394-780-902	PRINTING	0.00	0.00	0.00	0.00
394-780-903	ADVERTISING	0.00	0.00	0.00	0.00
Total Department 780:		0.00	0.00	0.00	0.00
Department: 808 FARMERS & FLEA MARKET					
394-808-801	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Department 808:		0.00	0.00	0.00	0.00
Department: 809 EVENTS					
394-809-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-809-850	TELEPHONE	0.00	0.00	0.00	0.00
Total Department 809:		0.00	0.00	0.00	0.00
Department: 906 DEBT SERVICE					
394-906-778	BUDGETED OTHER EXPENSES	0.00	0.00	0.00	0.00
394-906-801	CONTRACTUAL SERVICES	6,581.10	216,000.00	11,930.37	11,930.37
394-906-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-906-903	ADVERTISING	0.00	0.00	0.00	0.00
394-906-963	REFUNDS/RESALES	0.00	0.00	0.00	0.00
394-906-992	PRINCIPAL EXP (BONDS)	0.00	0.00	0.00	0.00
394-906-994	INTEREST EXPENSE (BONDS)	0.00	0.00	0.00	0.00
394-906-995	OPERATING TRANSFER OUT	0.00	0.00	0.00	0.00
394-906-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	130,000.00	0.00	0.00
Total Department 906:		6,581.10	346,000.00	11,930.37	11,930.37
Department: 999 TRANSFERS TO OTHER FUNDS					
394-999-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	0.00	0.00	0.00
Total Department 999:		0.00	0.00	0.00	0.00
Expenditures		22,846.13	576,409.00	18,484.52	18,484.52

CITY OF MUSKEGON

Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: September 8, 2026	**Title:** DDA: Acceptance of Financial Report for August 31, 2026
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
City staff is requesting approval of the financial report for the period ending August 31, 2026.

Detailed Summary & Background:
City staff is requesting approval of the financial report for the period ending August 31, 2026. The current projected fund balance is $454,964.56.

Significant expenses are Barry's Greenhouse contract and the DDA seasonal workers.

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:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I move to approve the August 31, 2026, financial report as presented.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		

Name the Policy/Ordinance Followed:

Legal Review			

GL Number	Description	YTD Balance 08/31/2025	26-27 Amended Budget	YTD Balance 08/31/2026	Activity For 08/31/2026
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Assets					
Department: 000					
394-000-001	CASH IN BANK	410,277.21		615,122.77	(22,185.50)
394-000-018	ACCOUNTS RECEIVABLE	0.00		0.00	0.00
394-000-061	LOANS RECEIVABLE	0.00		0.00	0.00
394-000-081	ACCOUNTS RECEIVABLE OTHER GOVERNMENT	0.00		0.00	0.00
394-000-123	PREPAID INSURANCE	0.00		0.00	0.00
Total Department 000:		410,277.21		615,122.77	(22,185.50)
Assets		410,277.21		615,122.77	(22,185.50)
Account Category: Liabilities					
Department: 000					
394-000-202	ACCOUNTS PAYABLE	3,130.00		0.00	(5,870.40)
394-000-251	ACCRUED INTEREST PAYABLE	0.00		0.00	0.00
394-000-257	DEFERRED COMPENSATION	0.00		0.00	0.00
394-000-293	OTHER LIABILITIES	0.00		0.00	0.00
394-000-302	BOND PREMIUM	0.00		0.00	0.00
Total Department 000:		3,130.00		0.00	(5,870.40)
Liabilities		3,130.00		0.00	(5,870.40)
Account Category: Fund Equity					
Department: 000					
394-000-399	FUND BALANCE UNRESERVED	454,964.56		454,964.56	0.00
Total Department 000:		454,964.56		454,964.56	0.00
Fund Equity		454,964.56		454,964.56	0.00
Account Category: Revenues					
Department: 000					
394-000-402	PROPERTY TAX	0.00	524,621.00	0.00	0.00
394-000-428	REIMBURSEMENT STATE	0.00	0.00	0.00	0.00
394-000-540	STATE GRANTS	0.00	0.00	0.00	0.00
394-000-569	STATE GRANTS OTHER	0.00	0.00	0.00	0.00
394-000-613	EVENT REVENUE	(1,231.00)	100,000.00	0.00	0.00
394-000-665-004970	INTEREST INCOME	375.93	1,600.00	0.00	0.00
394-000-679-004845	FUNDRAISING REVENUE	0.00	0.00	0.00	0.00
394-000-679-004846	SPONSORSHIP REVENUE	0.00	0.00	0.00	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	0.00	33,500.00	0.00	0.00
394-000-684-004800	MISC. & SUNDRY	0.00	0.00	0.00	0.00
394-000-699-100000	OP. TRANS FROM GENERAL FUND	0.00	0.00	0.00	0.00
394-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	0.00	0.00	0.00	0.00
394-000-699-300000	OP. TRANS FROM DEBT SERVICE	0.00	0.00	0.00	0.00
394-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	0.00	0.00	0.00	0.00
Total Department 000:		(855.07)	659,721.00	0.00	0.00
Revenues		(855.07)	659,721.00	0.00	0.00
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-702	BUDGETED SALARIES & BENEFITS	0.00	140,209.00	0.00	0.00
394-703-703	SALARY PERMANENT	9,351.85	0.00	10,460.59	6,578.03
394-703-707	OVERTIME	0.00	0.00	0.00	0.00
394-703-708	VACATION PAY	117.23	0.00	897.71	391.91
394-703-709	LONGEVITY PAY	0.00	0.00	0.00	0.00
394-703-710	PERSONAL & OTHER LEAVE	0.00	0.00	0.00	0.00
394-703-711	HOLIDAY PAY	117.17	0.00	116.86	0.00
394-703-712	RETIREE HEALTHCARE - GENERAL	339.93	0.00	416.29	209.10
394-703-714	MERS RETIREMENT SYSTEM	994.65	0.00	1,032.78	627.30
394-703-717	HEALTH INSURANCE	3.49	0.00	1,551.80	775.90
394-703-718	LIFE INSURANCE	45.90	0.00	56.17	28.22
394-703-719	DENTAL INSURANCE	50.07	0.00	144.20	72.10
394-703-721	DISABILITY INSURANCE	39.02	0.00	53.00	26.62
394-703-722	SOCIAL SECURITY	830.60	0.00	1,028.85	516.04
394-703-723	WORKERS' COMPENSATION	38.82	0.00	44.89	22.55
394-703-724	UNEMPLOYMENT	0.00	0.00	0.00	0.00
394-703-727	BUDGETED SUPPLIES	0.00	4,000.00	0.00	0.00
394-703-728	OFFICE SUPPLIES	0.00	0.00	0.00	0.00
394-703-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-703-801	CONTRACTUAL SERVICES	15,736.00	40,000.00	0.00	0.00
394-703-850	TELEPHONE	(30.00)	0.00	0.00	0.00

GL Number	Description	YTD Balance 08/31/2025	26-27 Amended Budget	YTD Balance 08/31/2026	Activity For 08/31/2026
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
Account Category: Expenditures					
Department: 703 DOWNTOWN MUSKEGON BID					
394-703-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-703-944	VEHICLE RENTAL	0.00	8,000.00	0.00	0.00
Total Department 703:		27,634.73	192,209.00	15,803.14	9,247.77
Department: 778 LAKESHORE ART FESTIVAL					
394-778-749	MISCELLANEOUS MATERIAL & SUPPLIES	2,465.52	17,000.00	(1.22)	0.00
394-778-801	CONTRACTUAL SERVICES	923.90	12,000.00	0.00	0.00
394-778-810	ENGINEERING SERVICES	0.00	0.00	0.00	0.00
394-778-850	TELEPHONE	68.71	700.00	0.00	0.00
394-778-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-778-903	ADVERTISING	1,457.22	8,500.00	0.00	0.00
394-778-963	BANK CHARGES	0.00	0.00	0.00	0.00
Total Department 778:		4,915.35	38,200.00	(1.22)	0.00
Department: 780 TASTE OF MUSKEGON					
394-780-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-780-801	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
394-780-850	TELEPHONE	0.00	0.00	0.00	0.00
394-780-902	PRINTING	0.00	0.00	0.00	0.00
394-780-903	ADVERTISING	0.00	0.00	0.00	0.00
Total Department 780:		0.00	0.00	0.00	0.00
Department: 808 FARMERS & FLEA MARKET					
394-808-801	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00
Total Department 808:		0.00	0.00	0.00	0.00
Department: 809 EVENTS					
394-809-749	MISCELLANEOUS MATERIAL & SUPPLIES	0.00	0.00	0.00	0.00
394-809-850	TELEPHONE	0.00	0.00	0.00	0.00
Total Department 809:		0.00	0.00	0.00	0.00
Department: 906 DEBT SERVICE					
394-906-778	BUDGETED OTHER EXPENSES	0.00	0.00	0.00	0.00
394-906-801	CONTRACTUAL SERVICES	14,412.20	216,000.00	18,997.70	7,067.33
394-906-861	CONFERENCE, TRAINING AND TRAVEL	0.00	0.00	0.00	0.00
394-906-903	ADVERTISING	0.00	0.00	0.00	0.00
394-906-963	REFUNDS/RESALES	0.00	0.00	0.00	0.00
394-906-992	PRINCIPAL EXP (BONDS)	0.00	0.00	0.00	0.00
394-906-994	INTEREST EXPENSE (BONDS)	0.00	0.00	0.00	0.00
394-906-995	OPERATING TRANSFER OUT	0.00	0.00	0.00	0.00
394-906-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	130,000.00	0.00	0.00
Total Department 906:		14,412.20	346,000.00	18,997.70	7,067.33
Department: 999 TRANSFERS TO OTHER FUNDS					
394-999-995-400000	OPER. TRANS TO CAPITAL PROJECT	0.00	0.00	0.00	0.00
Total Department 999:		0.00	0.00	0.00	0.00
Expenditures		46,962.28	576,409.00	34,799.62	16,315.10

CITY OF MUSKEGON

Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: September 8, 2026	**Title:** DDA: FACADE GRANT for Muskegon Electric Coil Tattoo and Body Piercing
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
Muskegon Electric Coil Tattoo and Body Piercing (976 First St.) is requesting a facade grant in the amount of $25,000 for exterior renovations and accessibility improvements.

Detailed Summary & Background:
Muskegon Electric Coil Tattoo & Body Piercing submitted a façade improvement grant request in the amount of $25,000 to assist with exterior renovations and accessibility improvements, with a total project cost of $52,000.

Muskegon Electric Coil purchased the building in 2014 and is looking to make improvements that will help the property align with the evolving aesthetic of downtown Muskegon. Located along First St, the building is one of the first properties visitors see when entering the downtown district, making these improvements an opportunity to enhance the overall appearance and vibrancy of the corridor.

Muskegon Electric Coil provides tattoo and body piercing services to the community.

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:
$25,000

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
394-906-801

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
I move to approve/disapprove a facade improvement grant up to $25,000 for Muskegon Electric Coil

Tattoo and Body Piercing.

Approvals:

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

Name the Policy/Ordinance Followed:
DDA Building Facade Improvement Grant 2026-27

Applicant Name	Business Address
Muskegon Electric Coil Tattoo and Body Piercing	976 First St. Muskegon, MI 49440
Email	**Phone**
muskegonelectriccoil@gmail.com	231-726-2645 business / 616-502-9137 main
Project Address	**Parcel Number**
976 First St. Muskegon, MI 49440	24-900-251-4401-00
Requested Amount	**Total Façade Project Cost**
$25,000.00	$52,000.00 +

Statement of Intent/Need for Funding:

Since purchasing our building in 2014 we have made significant improvements/updates including a new roof, windows, and flooring.
If awarded this grant we will be able to complete the much-needed exterior renovation and accessibility improvement that reflects the pride of our downtown and accurately portrays the welcoming and professional atmosphere that we strive to provide for anyone entering our business.
This project will support our growth, generate more foot traffic for other businesses in the area, and allow us to better serve and invest in our community.
With our building being located at such a prominent intersection, this major improvement will showcase the beauty and cohesiveness that you will continue to see as you head further downtown.
We are proud of the growth and success we've experienced since opening our local family business 12 years ago and we take pride in being part of a community that holds so much rich history and is dedicated to the betterment of its citizens, small businesses, and beautification of the area.
Thank you for your time and consideration!

Description of Project-Attach: Photos, Project Plans & 2 Competitive Bids:

Design and planning have been provided by Otto Construction Company, LLC along with the first bid.
The second bid has been provided by Lakeside Construction Solutions.
Attached you will find both bids, the project proposal, photos of the current entrance, and rendering of the entrance renovation proposal.

Project Timeline/Estimated Completion Date:

8-10 weeks from date of grant approval

By signing the grant application, if awarded, applicant commits to future property maintenance and certifies the ability to fund the project to completion before grant funds reimbursements are made.
Applicant Signature: Richard S. Hayes Tabbitha L. Hayes

City of Muskegon - Downtown Development Authority

2025-26 Building Façade Improvement Grant Program Application

Please email application to: economicdevelopment@shorelinecity.com

For more information:
Contact Jocelyn Hines, Staff Liaison, DDA/BRA
jocelyn.hines@shorelinecity.com
231-724-6722


OPEN
ENTRANCE
secured by ADT
No Smoking


TATTOO

Lakeside Construction Solutions

Exterior Upgrades

Estimate #000045

Estimate date
August 14, 2026

Estimate expiration date
Never

Customer
Electric Coil
muskegonelectriccoil@gmail.com
616-502-9137
976 First St
Muskegon, MI 49440

Message
We look forward to working with you.

Stone Veneer Cladding ***ADORN Northern Gray to be Installed Under windows*	**$5,800.00**
Black WPC Shiplap Siding & Furring Strips ***SLAT SOLUTIONS*	**$7,500.00**
Painting Soffit & Fascia ***Charcoal/Black in Color*	**$1,050.00**
Main Entrance Upgrade ***This includes stone, shiplap & lighting.*	**$3,500.00**
ADA Accessibility Upgrades ***This includes the ramp, door and hardware necessary.*	**$2,400.00**
Labor & Project Coordinating	**$31,850.00**
Subtotal	$52,100.00
Tax	$0.00
Total	**$52,100.00**

Lakeside Construction Solutions
423 W Norton Ave, Muskegon, MI 49444
231-329-8027

Otto Construction Company, LLC.

3290 S. Getty St. Norton Shores Mi. 49444

MUSKEGON ELECTRIC COIL TATTOO & BODY PIERCING, LLC. EXTERIOR RENOVATION PROPOSAL

976 First St, Muskegon, MI 49440

Shane Otto

231-260-2412

Contactottoconstruction@gmail.com

1. Introduction and Cover Letter

Dear Tabbitha and Rich Hayes of Muskegon Electric Coil Tattoo & Body Piercing, LLC,
On behalf of Otto Construction, it is my distinct pleasure to present this comprehensive proposal for the exterior renovation and modernization of your facility. We understand that your establishment is not just a business but a vital part of the Muskegon community, Our proposal is crafted with the specific goal of giving your building a long-lasting, quality finish that will make it a more welcoming and inviting landmark for years to come.

We are committed to transforming your building's facade into a statement of durability and style. By integrating premium materials such as ADORN Northern Gray stone veneer and SLAT SOLUTIONS Black WPC composite shiplap siding, we aim to create a rich, textured exterior that conveys stability and modernity. This renovation will not only enhance curb appeal but also provide a robust, low-maintenance envelope that protects your investment. We look forward to partnering with you on this exciting journey to elevate your property.

2. About Us / Company Overview

Otto Construction Company, LLC. is a premier renovation Company specializing in high quality architectural finishes and comprehensive facade modernization. With over a decade of experience serving commercial and mixed-use properties across the Great Lakes region, our team brings together skilled craftsmen, project managers, and design consultants dedicated to excellence. Our expertise lies in seamlessly blending traditional Building techniques with contemporary composite materials to deliver results that are both beautiful and enduring.

Our core mission is to elevate the built environment through superior workmanship and innovative material selection. We pride ourselves on our meticulous approach to every project, from initial consultation through final walkthrough. Our team of professionals are advanced in cladding systems and ADA compliance, ensuring that every renovation we undertake meets the highest standards of safety, accessibility, and aesthetic appeal. We are excited to apply our expertise to the Muskegon Electric Coil Tattoo & Body Piercing, LLC facility.

3. Problem / Situation Overview

The current exterior of Muskegon Electric Coil Tattoo & Body Piercing, LLC presents several challenges that limit its potential. The existing facade has aged considerably, with worn paint, dated materials, and a lack of cohesive architectural character. This does not accurately reflect the dynamic and professional services offered inside. The entrance in particular lacks a welcoming presence and does not provide adequate accessibility for all community members, which is a critical aspect of being an inclusive local business.

4. Proposed Solution / Scope of Work

4.1 Stone and Shiplap Cladding

We will install ADORN Northern Gray stone veneer cladding under all south and west facing windows as well as encompassing the main entrance, creating a robust and visually grounded base. This natural stone aesthetic provides a rich, timeless texture that anchors the building. Above and between the stone elements, we will apply SLAT SOLUTIONS Black WPC composite shiplap siding. This material will be mounted over rot-resistant furring strips, which create a critical air and water gap behind the siding, ensuring superior moisture management and extending the life of the building envelope.

4.2 Soffit, Fascia, and Entrance Reconstruction

All existing soffit and fascia will be painted in a sophisticated charcoal or black finish to complement the new cladding and provide a clean, streamlined appearance. The main entrance will be completely rebuilt, integrating the same stone veneer and shiplap materials to create a powerful focal point. We will install new architectural lighting to highlight the entrance and improve nighttime visibility and safety. The entire entrance will be brought into full compliance with ADA standards, including a new accessible ramp and hold open door opener.

5. Timeline

Our projected timeline for this comprehensive renovation is designed to minimize disruption to your business operations. Following your acceptance, we anticipate a total project duration of approximately **8 to 10 weeks**. The first two weeks will be dedicated to site preparation, material procurement, and staging. The following three weeks will focus on the installation of the stone veneer cladding under the windows and the preparation of furring strips.

Weeks six and seven will see the installation of the SLAT SOLUTIONS Black WPC composite shiplap siding and the painting of all soffit and fascia. The final two to three weeks will be allocated to the entrance reconstruction, including stone and shiplap integration, lighting installation, and the completion of all ADA accessibility upgrades. A detailed weekly schedule will be provided upon project commencement, with regular progress updates communicated to you throughout the build.

7. Pricing / Investment

The following table outlines the comprehensive investment required to complete the exterior renovation of Muskegon Electric Coil Tattoo & Body Piercing, LLC. This pricing includes all materials, labor, and specialized subcontractor fees for accessibility upgrades.

Item Description	Cost
ADORN Northern Gray Stone Veneer Cladding (Under Windows)	**$6,000**
SLAT SOLUTIONS Black WPC Shiplap Siding & Furring Strips	**$7,600**
Painting Soffit & Fascia (Charcoal/Black)	**$1,500**
Main Entrance Rebuild (Stone, Shiplap, Lighting)	**$3,000**
ADA Accessibility Upgrades (Ramp, Door, Hardware)	**$2,500**
Project Management & General Labor	**$32,000**
Total Investment	**$52,600**

This investment covers all materials, labor, permits, and a comprehensive 5-year workmanship warranty. We are committed to providing exceptional value and a finished product that will serve your business and the community for decades.

8. Terms & Conditions

The following terms and conditions govern the renovation project. A **30% deposit** of the total investment ($15,780) is required upon signing this proposal to secure material procurement and scheduling. Progress payments will be invoiced at the completion of major milestones: stone veneer installation, siding installation, and entrance completion. Final payment of **10%** is due upon successful final inspection and your sign-off on all completed work.

This proposal includes a **5-year workmanship warranty** covering all installation defects. Material warranties from manufacturers vary and will be provided to you upon project completion. Any changes to the scope of work requested after signing will be subject to a written change order and may affect the timeline and total cost. Otto Construction Company, LLC. carries full general liability and workers' compensation insurance. This proposal is valid for **30 days** from the date of this document.

9. Acceptance / Signature

By signing below, Muskegon Electric Coil Tattoo & Body Piercing, LLC authorizes Otto Construction Company, LLC. to commence the exterior renovation project as described in this proposal. This acceptance confirms that you have read and agree to the terms, conditions, and pricing outlined herein. Please sign and date this document to authorize the project.

Party	Signature	Date
Authorized Representative, Muskegon Electric Coil & Body Piercing, LLC	________________ ___________	________________ ___________
Authorized Representative, Otto Construction Company, LLC	________________ ___________	________________ ___________

We are eager to begin transforming your building into a landmark that Muskegon can be proud of. Please contact Shane Otto at Contactottoconstruction@gmail.com or call (231) 260-2412 if you have any questions regarding this proposal.

Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: September 8, 2026	**Title:** BRA: Brownfield Plan Amendment - 118 W. Clay Ave.
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
Revilo Two GRR, LLC has submitted a brownfield plan amendment for 118 W. Clay Ave.

Detailed Summary & Background:
Revilo Two GRR, LLC has submitted a request for a Brownfield Plan Amendment for the property located at 118 W. Clay Avenue. The Brownfield Plan Amendment will facilitate the redevelopment of approximately 0.4 acres of vacant land into a five-story mixed-use development consisting of residential apartments and first-floor commercial space. The residential component will include 40 units, consisting of 12 studio units, 21 one-bedroom units, and seven two-bedroom units.

The developer plans to utilize the housing tax increment financing (TIF) provision to accommodate households earning at or below 110 percent of the Area Median Income (AMI) for a period of 10 years. The project is anticipated to begin construction in spring 2027, with an estimated construction timeline of 15 to 18 months. The total project investment is estimated at approximately $12.9 million.

Eligible activities under the Brownfield Plan Amendment include demolition, infrastructure improvements, site preparation, financing gap, and Brownfield Plan preparation and implementation. The total estimated cost of eligible activities is $1,360,000.

The Brownfield Plan is anticipated to remain in effect for 23 years. During the final five years of the plan, the Local Brownfield Revolving Fund (LBRF) is projected to capture approximately $493,004. The developer is also seeking approval of a Neighborhood Enterprise Zone (NEZ) certificate, which would impact the timing and duration of available tax increment capture for reimbursement of eligible activities.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested: $1,360,000 in eligible activities	**Budgeted Item:**

	Yes | | No | | N/A | X |
Fund(s) or Account(s):	**Budget Amendment Needed:** Yes | | No | | N/A | X |
Recommended Motion: I move to approve/disapprove the resolution for the Brownfield Plan Amendment located at 118 W. Clay Ave. and further request staff to set a public hearing before the City Commission to consider adoption of the plan.	

Approvals:

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

Name the Policy/Ordinance Followed:
Act 381 of 1996, as amended

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

Introduction

The purpose of the City of Muskegon Brownfield Redevelopment Authority is to provide financial incentives for economic development projects within the City of Muskegon where environmental contamination, blight, or functional obsolescence create an impediment to redevelopment of property. Inclusion of a project in the Muskegon Brownfield Plan can result in certain eligible activities being financed through tax increment financing. The statutory authorization for Brownfield Authorities and Brownfield tax increment financing are found in Michigan's Public Act 381 of 1996, as amended, the Brownfield Redevelopment Financing Act (Act 381).

What are the advantages of being included in the Muskegon Brownfield Plan?

Tax Increment Financing

Inclusion in the Brownfield Plan allows the developer/business the use of tax increment financing for reimbursement of "eligible activities". These may include:

1) *Environmental Response Activities, including Baseline Environmental Assessments, Due Care Activities, and other environmental response activities.*
2) *Demolition*
3) *Public Infrastructure Improvements*
4) *Site Preparation*
5) *Lead and Asbestos Abatement*

Do you want to be in the City of Muskegon Brownfield Plan?

First, you need to ask yourself the following questions:

1) Is the property where the project proposed a "facility"? ("Facility" is defined by Part 201 of NREPA as property where the concentration of a hazardous substance in soil or groundwater exceeds the applicable Michigan Residential Generic Cleanup Criteria.)
2) Is a building on the property where the project is proposed considered "Blighted"? Blighted is defined by Act 381, as property that meets any of the following criteria:
    a) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
    b) Is an attractive nuisance to children because of physical condition, use, or occupancy;
    c) Is a fire hazard or is otherwise dangerous to the safety of persons or property;
    d) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
3) Is the property where the project is proposed considered "Functionally Obsolete"? Functionally Obsolete is defined by Act 381, as "unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property." The City would be involved in making this determination through a qualified assessor.

If you answer yes to any of the questions above, the following steps should be taken.

1) Contact the City of Muskegon Planning & Economic Development Department to discuss your project and discuss the project feasibility (appropriate development, proper zoning, eligible according to the applicable statute, etc).

2) City staff and/or Brownfield Consultant will work with you to discuss project eligibility and to evaluate the Brownfield incentives as they may apply to the proposed project (does it make sense for your company to pursue this incentive, or are other avenues more appropriate?)

3) Once the decision is made to proceed to prepare an amendment to the Brownfield Plan, the applicant then files an application to the City to be included in the Muskegon Brownfield Plan (see Fees below). The City staff and/or its Brownfield Consultant, and the applicant will identify the "eligible activities" that may be eligible for reimbursement through tax increment financing. Review and approval of eligible activities by the Michigan Strategic Fund (MSF) and/or the Michigan Department of Environmental Quality (MDEQ) will be required if school operating taxes will be captured for certain eligible activities. The applicant must submit a proposed amendment to the Muskegon Brownfield Plan. After review and discussion with the City staff, the proposed amendment to the Brownfield Plan will be presented to the Brownfield Redevelopment Authority for approval, then to the City Commission for a public hearing.

4) If approved by the Muskegon City Commission, the Brownfield Plan will be amended to include the project.

5) If eligible activities are identified and approved for reimbursement through tax increment financing, it will be necessary for the developer/business to pay the initial costs for MDEQ "eligible activities" and/or MSF eligible activities. Public infrastructure improvements may have alternative financing mechanisms. Act 381 also authorizes bonding; this is entirely subject to consideration and approval by the City. The financing and reimbursement of "eligible activities" through the Brownfield Plan amendment will be addressed in a Development and Reimbursement Agreement between the City and the Developer/Business.

<u>Fees</u>

There is an administrative fee for inclusion in the City of Muskegon Brownfield Plan. These costs include staff time to review and evaluate the proposed Plan Amendment and Development and Reimbursement Agreement, coordination between the developer/business, consultants, and city preparation of and mailing of notices, etc. **The fee for inclusion in the Brownfield Plan is $5,000**

<u>Process for Adoption of Brownfield Plan Amendment</u>

I. Potential Brownfield Plan Amendment Applicant contacts the City of Muskegon Department of Planning and Economic Development regarding the City's interest in helping to facilitate the proposed brownfield redevelopment project. If the project is **located in the City of Muskegon**, and is a **"facility"** (as defined in Part 201 of the Natural Resources and Environmental Protection Act, Act 451, Public Acts of Michigan, 1994, as amended), or is **"functionally obsolete"** or **"blighted"**, as defined by the Brownfield Redevelopment Financing Act, Act 318 of 1996, as amended, and it appears that the proposed project is consistent with the City's Master Land Use plan and any associated plan, the developer/business will coordinate with planning staff and/or the City Brownfield Consultant.

II. The applicant works with the City of Muskegon staff/ Brownfield Consultant and evaluates whether inclusion in the Brownfield Plan is appropriate and beneficial to the proposed development project. If it is, the applicant **prepares and submits a Brownfield Plan Application,** (see Fees above**)**. The Plan Amendment is required to be completed by the applicant and/or their consultant/attorney.

III. The Applicant works with the City Planning & Economic Development Staff/Brownfield consultant to refine/ modify the Plan Amendment as necessary

IV. The City schedules a Brownfield Redevelopment Authority (BRA) Meeting. The Brownfield Redevelopment Authority considers a resolution approving the Brownfield Plan Amendment and, if approved, recommends approval to the City Commission.

V. The Developer/business prepares and submits a Development and Reimbursement Agreement to the City. This is reviewed and negotiated. When finalized, it is presented to the BRA for approval and forwarded to the City Commission for approval.

VI. The City Commission adopts a resolution providing notice to taxing jurisdictions and applicable State Agencies (MDEA and/or MSF) setting a public hearing (the City Commission meets on the second and fourth Tuesday of each month, agenda items must be prepared by the Tuesday prior to City Commission meeting).

VII. The City posts a notice of the public hearing. Not less than 10 days prior to the public hearing. The City sends notice of the public hearing to the legislative body of each taxing unit levying taxes subject to capture, as well as the MDEQ for plans including eligible environmental response activities and to the Michigan Strategic Fund (MSF) for plans including eligible non-environmental costs, not less than 10 days prior to the public hearing. The City Commission holds a public hearing on the adoption of the resolution approving the Brownfield Plan (not less than 10 days after sending notice of the proposed Brownfield Plan Amendment to the taxing jurisdictions).

VIII. If the City Commission approves the Brownfield Plan Amendment, the Developer/Business develops an Act 381 work plan for the "eligible activities". The Brownfield Authority submits the Act 381 to the appropriate state agency (MDEQ for eligible environmental response activities, MSF for Demolition, Public Infrastructure Improvements, Site Preparation, Lead and Asbestos Abatement) for review and approval.

IX. The City of Muskegon will notify the County Assessor of the Plan Amendment.

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

This application requests information that may be utilized to amend the "City of Muskegon Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Commission of the City of Muskegon on April 14, 1998. Please complete the information requested below and return to the Planning Department, City of Muskegon. In order to process the application, a fee of $5,000 is required.

Applicant Information

Company Name (Developer/Business): Revilo Two GRR, LLC

Contact Person and Title: Dustin Sommer

Contact Person Mailing Address: 225 Michigan Street NW, PO Box 3605
Grand Rapids, MI 49501

Contact Person's Phone Number: 616.250.0292 Fax No. ____________

Contact Person's E-Mail Address: dustin@ambit-limen.com

Project Information: Mixed-use redevelopment of 0.4 acres of vacant property in downtown Muskegon into a new five-story building with first floor retail space and 40 new residential units.

Location of Eligible Property: The eligible property comprising the 118 W Clay Redevelopment Project included in this Plan is approximately 0.4 acres of vacant land partially improved with a surface parking lot located along W Clay Avenue between Terrace Street and Pine Street in downtown Muskegon, Michigan.

Legal Description/Parcel Number: 61-24-205-175-0018-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 18 & 19 BLK 175

Property Ownership: Revilo Two GRR, LLC
225 Michigan Street NW, PO Box 3605
Grand Rapids, MI 49501

Current Use of Property: Vacant Land

Type of Brownfield Amendment Requesting: (Please check all that apply:)

Tax Increment Financing for Eligible Activities: X

Is the proposed site a "facility" (as defined by Part 201)? Yes (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? N/A (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? N/A (Please provide supporting information.)

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN AMENDMENT

118 W CLAY
REDEVELOPMENT PROJECT

July 30, 2026

Original Plan Approved by the Board of the City of Muskegon Brownfield Redevelopment Authority on **February 23, 1998,** as amended, including this Amendment on ________.

Original Plan Approved by the City Commission of the City of Muskegon on **April 14, 1998,** as amended, including this Amendment on ___________.

CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

INDEX

I. INTRODUCTION

In order to promote the revitalization of commercial, industrial, and residential properties within the boundaries of the City of Muskegon (the "City"), the City established the City of Muskegon Brownfield Redevelopment Authority (the "Authority") pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended ("Act 381"), and a resolution adopted by the Muskegon City Commission on February 10, 1998. Terms defined in Act 381 and applicable sections of the statute are noted in *italics* throughout this document.

The major purpose of this Brownfield Plan ("Plan") was to promote the redevelopment of *eligible properties* within the City that are impacted by the presence of hazardous substances in concentrations that exceed Michigan's Part 201 Generic Cleanup Criteria ("*facilities"*) or that have been determined to be Functionally Obsolete, Blighted, Historic Resources, or Housing Property. Inclusion of property within this Plan can facilitate financing of environmental response activities, infrastructure improvements, demolition, lead or asbestos abatement, and site preparation activities, and housing development activities at *eligible properties*; and may also provide other incentives to eligible taxpayers willing to invest in revitalization of *eligible properties*. By facilitating redevelopment of underutilized *eligible properties*, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(2) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Director of Planning and Economic Development.

II. GENERAL PROVISIONS

A. Costs of the Brownfield Plan *(Section 13(2)(a))*

Any site-specific costs of implementing the Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Plan were funded by the City's general fund. Subsequent amendments to the Plan may be funded by the person requesting inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to applicants to be included in the Plan and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

i) the cost of financial tracking and auditing the funds of the Authority,
ii) costs for amending and/or updating the Plan, including legal fees, and
iii) costs for Plan implementation

Tax increment revenues that may be generated and captured by this Plan are identified in the site-specific sections of this Plan.

B. Summary of the Eligible Activities Proposed for Eligible Property *(Section 13(2)(b))*

The site-specific sections of the Plan will outline the eligible activities proposed for each eligible property. Site-specific eligible activities may include any eligible activity allowed under Act 381.

C. Estimate of the Captured Taxable Value and Tax Increment Revenues for Each Year of the Plan from Eligible Property *(Section 13(2)(c))*

The site-specific sections of the Plan will outline the estimated captured taxable value and tax increment revenues for each year generated from the eligible property. Capture may include the use of part or all of the captured taxable value, including deposits into the local brownfield revolving fund. Capture will be allowed to the extent authorized under Act 381.

D. Method for Financing Costs of Plan and Bonded Indebtedness *(Section 13(2)(d) and (e))*

The City or Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of the Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development and Reimbursement Agreement with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to the Plan. Financing arrangements will be specified in the Development and Reimbursement Agreement, and also identified in the site-specific section of the Plan.

E. Proposed Beginning Date and Duration of the Brownfield Plan *(Section 13(2)(f))*

The Plan, as it applies to a site-specific eligible property, shall be effective up to five (5) years after the year in which the total amount of any tax increment revenue captured is equal to the total costs of *eligible activities* attributable to the specific *eligible property,* or thirty (30) years from the date of first tax capture under the Plan as it relates to an individual site, whichever is less. The total costs of *eligible activities* include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of *eligible activities*, the reasonable costs of a Work Plan, the actual costs of the Michigan Department of Environment, Great Lakes and Energy, Michigan Strategic Fund, or Michigan State Housing Development Authority's review of the work plan, and implementation of the *eligible activities*.

F. Estimate of Future Tax Revenues of all Taxing Jurisdictions *(Section 13(2)(g))*

The site-specific sections of the Plan will outline the future tax revenues of all taxing jurisdictions with the inclusion of a tax increment financing table highlighted the projected revenues in accordance with Act 381.

G. Legal Description of the Eligible Property *(Section 13(2)(h))*

The site-specific sections of the Plan will outline the eligible property included in the Plan in accordance with Act 381.

H. Displacement/Relocation of Individuals on *Eligible Properties (Section 13(2)(i),(j)(k)(l))*

The site-specific section of the Plan will address these criteria if they are present at the time of amendment consideration to the Plan.

I. Local Brownfield Revolving Fund *(Section 8; Section 13(5)(b))*

Whenever the Plan includes a property for which taxes will be captured through Tax Increment Financing ("TIF") provided by Act 381, it is the Authority's intent to establish a Local Brownfield Revolving Fund ("Fund") and deposit funds into the Fund. The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in *Section 13(5) of*

Act 381. Section 13(5) authorizes the capture of TIF from an eligible property for up to 5 years after the time that capture is required for the purposes of reimbursing the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for up to 5 years after eligible activities are funded from those properties identified for tax capture in the Plan, provided that the time frame allowed by Act 381 for tax capture is sufficient to accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Fund will be limited to the amount of school operating taxes captured for eligible department specific activities under the Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at *eligible properties* and other costs as permitted by Act 381. It may also be used for eligible activities on *eligible property* for which there is no ability to capture tax increment revenues. The establishment of the Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

III. SITE SPECIFIC PROVISIONS

XX. 118 W CLAY REDEVELOPMENT PROJECT

1. <u>Eligibility and Project Description(Sec. 13(2)(h))</u>

<u>Project Description</u>

The *eligible property* comprising the 118 W Clay Redevelopment Project included in this Plan is approximately 0.4 acres of vacant land partially improved with a surface parking lot located along W Clay Avenue between Terrace Street and Pine Street in downtown Muskegon, Michigan (see Attachment A-1). The parcel number/legal description of the *eligible property* is:

Parcel #61-24-205-175-0018-00; Legal description as follows:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 18 & 19 BLK 175

The *eligible property* includes all real and new taxable personal property.

Revilo Two GRR, LLC (the “Developer”) will redevelop the parcel located at 118 W. Clay Avenue in downtown Muskegon (the “Property”) into a mixed-use project with residential apartment units and first-floor retail space (the “Project”). The Project will include department specific activities (exempt), *housing development activities* (i.e. site demolition, site preparation, infrastructure improvements, and financing gap) to support development of a new mixed-use development at the Property.

The Project involves the construction of a new five-story infill mixed-use building which includes a mix of studio, one-bedroom, and two-bedroom units with approximately 570 square feet of first floor retail space located along W Clay Avenue between Terrace Street and Pine Street. In total, the Project will include forty (40) new residential units, consisting of twelve (12) studios, twenty-one (21) one-bedroom units, and seven (7) two-bedroom units. The Developer is seeking to utilize the Housing TIF program and intends to designate twenty percent (20%) of the units (8 units) for tenants earning 110% area median income (AMI) or less for a period of ten (10) years. The Project will facilitate the development of housing projected to be rented to households earning 51-120% of the AMI, of which there is a demand for 698 units by 2027 as identified by the City of Muskegon Housing Needs Assessment, linked below:
https://muskegon-mi.gov/cresources/Muskegon-Housing-Needs-Assessment-23-27.pdf

The Project is expected to commence in spring of 2027 and be completed over a 15-18 month construction period. Total capital investment is estimated at approximately $12.9 million. A proposed site plan is included in Attachment A-2.

Eligible Activities, Financing, Cost of Plan (Sec. 13(2) (a),(b),(c),(d),(e),(g))

Developer will seek tax increment financing ("**TIF**") from available local taxes and state school taxes, as applicable, for eligible activities conducted on the Property, including department specific activities (exempt), *housing development activities* (i.e. demolition, site preparation, infrastructure improvements, and financing gap), brownfield plan/work plan preparation, and brownfield plan implementation costs. The chart below presents estimated costs of the eligible activities for the Project that qualify for TIF reimbursement.

Eligible Activities

Department Specific Activities – Exempt	$ 25,000
Housing Development Activities	
- Demolition	$ 36,000
- Infrastructure Improvements	$ 493,000
- Site Preparation	$ 198,000
- Financing Gap	$ 528,000
Sub-total	*$ 1,280,000*
Brownfield Plan/Work Plan Preparation and Development	$ 30,000
Brownfield Plan Implementation	$ 50,000

Total Eligible Activities
to be paid for under this Plan **<u>$ 1,360,000</u>**

The eligible activities described above will occur on the Property and are further described as follows:

1. <u>Department Specific Activities</u>. Costs associated with due diligence for acquisition of the Property, including Phase I & II Environmental Site Assessment and Baseline Environmental Assessment preparation costs.

2. <u>Housing Development Activities</u>. Housing development activities include financing gap support (i.e. potential rent loss) that supports delivery of attainable housing, demolition that is not a response activity and is necessary to accommodate housing, site preparation to support housing property, and infrastructure improvements to support housing property. See Attachment A-4 for Housing Subsidy Calculation.

3. <u>Brownfield/Work Plan Preparation and Development</u>: Costs incurred to prepare and develop this brownfield plan and a work plan, as required per Act 381 of 1996, as amended.

4. <u>Brownfield/Work Plan Implementation (Authority)</u>: Costs incurred to implement this brownfield plan and a work plan, as required per Act 381 of 1996, as amended.

An estimate of the captured taxable value and future tax increment revenues, which includes the impact on the taxing jurisdictions, is attached as Attachment A-3.

The cost to conduct the Project eligible activities included in this Plan will be initially provided by the Developer and they will seek reimbursement for eligible activities through tax increment financing from local and state taxes. The Downtown Development Authority Tax Increment Financing Plan ("DDA TIF Plan") has priority for capture of incremental property tax capture from the Property. The Project has requested support from the DDA to waive its capture so the Authority may capture 100% of the available *captured taxable value* from the Property to reimburse the Developer for *eligible activities* incurred for the Project. This Plan assumes 100% capture of the captured taxable value generated from the Project. No advances via bond or notes will be made from the City for this Plan.

Basis of Eligibility:

The Property is considered “Housing Property” under Act 381. In addition, the Property is considered a “facility” due to the presence of contaminants at concentrations exceeding the EGLE Part 201 Generic Residential Cleanup Criteria (“GRCC”). Therefore, the Property is considered "Eligible Property" under Act 381 of 1996, as amended.

Effective Date of Inclusion in Brownfield Plan and Duration of Capture (Sec. 13(2)(f) and Sec. 13b(16)

The 118 W Clay Redevelopment Project was added to the Plan upon adoption of this Plan Amendment by the City of Muskegon City Commission. The proposed beginning date and duration of capture will commence in 2028 and reimbursement will continue until the earlier of full reimbursement or through taxes captured from the 2044 tax year, plus up to five (5) years of capture for deposit into the Fund, if available.

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))

The Property is vacant and does not currently have anyone residing on it. Therefore, the Project will not result in any displacement of individuals. This Section is inapplicable as the Plan will not displace anyone.

A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This Section is inapplicable as the Plan will not displace anyone.

Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and other reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This Section is inapplicable as the Plan will not displace anyone.

A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCLA 125.2663(2)(l))

This Section is inapplicable as the Plan will not displace anyone.

Other material that the Authority or the City Council considers pertinent. (MCLA 125.2663(2)(m))

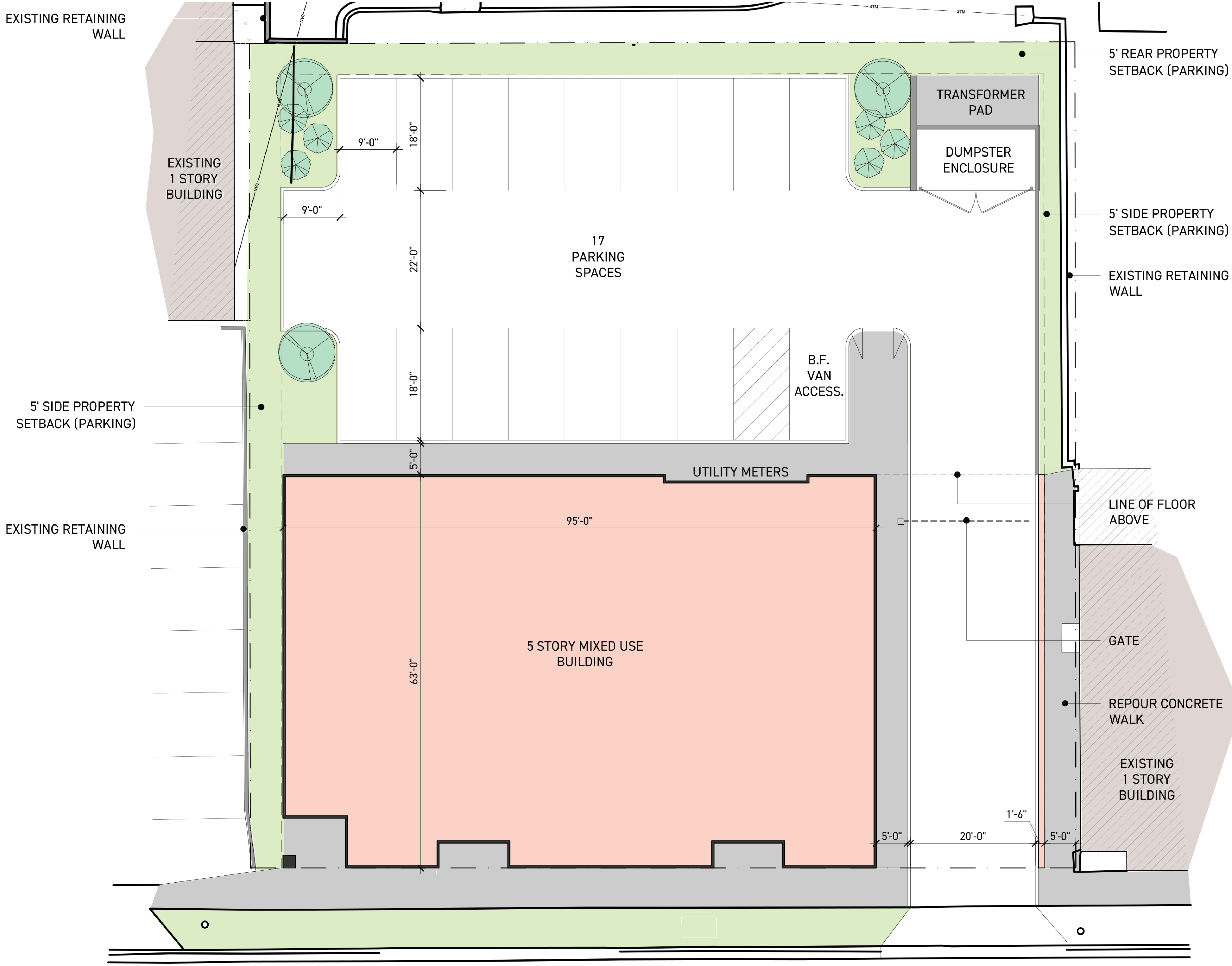
The Project will provide new needed attainable and market rate housing, as well as providing long-term increased property tax base to the City of Muskegon. The Project will redevelop an underutilized and contaminated parcel in downtown Muskegon into a new multi-use development that will contribute meaningfully to a vibrant business district.

ATTACHMENT A-1

SITE MAP

ATTACHMENT A-2

PROPOSED SITE PLAN



INTEGRATED ARCHITECTURE

CONCEPTUAL SITE PLAN

0' 8' 16' 32'

N

LOFTS ON CLAY | MUSKEGON MI

24 JULY 2025
20250405

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ATTACHMENT A-3

TAX INCREMENT FINANCING TABLE

Tax Increment Revenue Capture Estimates
118 W. Clay
Muskegon, Michigan
July 30, 2026

Estimated Taxable Value (TV) Increase Rate: 3% per year

	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Plan Year		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**
Calendar Year		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
*Base Taxable Value		$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000
Estimated New TV			$ 18,000	$ 100,000	$ 268,040	$ 276,081	$ 284,364	$ 292,895	$ 301,681	$ 310,732	$ 320,054	$ 329,655	$ 339,545	$ 349,731	$ 360,223	$ 371,030	$ 382,161	$ 393,626	$ 405,435
Incremental Difference (New TV - Base TV)			**$ -**	**$ 82,000**	**$ 250,040**	**$ 258,081**	**$ 266,364**	**$ 274,895**	**$ 283,681**	**$ 292,732**	**$ 302,054**	**$ 311,655**	**$ 321,545**	**$ 331,731**	**$ 342,223**	**$ 353,030**	**$ 364,161**	**$ 375,626**	**$ 387,435**
School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	$ -	$ -	$ 492	$ 1,500	$ 1,548	$ 1,598	$ 1,649	$ 1,702	$ 1,756	$ 1,812	$ 1,870	$ 1,929	$ 1,990	$ 2,053	$ 2,118	$ 2,185	$ 2,254	$ 2,325
School Operating Tax	18.0000	$ -	$ -	$ 1,476	$ 4,501	$ 4,645	$ 4,795	$ 4,948	$ 5,106	$ 5,269	$ 5,437	$ 5,610	$ 5,788	$ 5,971	$ 6,160	$ 6,355	$ 6,555	$ 6,761	$ 6,974
School Total	**24.0000**	**$ -**	**$ -**	**$ 1,968**	**$ 6,001**	**$ 6,194**	**$ 6,393**	**$ 6,597**	**$ 6,808**	**$ 7,026**	**$ 7,249**	**$ 7,480**	**$ 7,717**	**$ 7,962**	**$ 8,213**	**$ 8,473**	**$ 8,740**	**$ 9,015**	**$ 9,298**
Local Capture	Millage Rate																		
County Operating	5.5069	$ -	$ -	$ 452	$ 1,377	$ 1,421	$ 1,467	$ 1,514	$ 1,562	$ 1,612	$ 1,663	$ 1,716	$ 1,771	$ 1,827	$ 1,885	$ 1,944	$ 2,005	$ 2,069	$ 2,134
City Operating	9.4470	$ -	$ -	$ 775	$ 2,362	$ 2,438	$ 2,516	$ 2,597	$ 2,680	$ 2,765	$ 2,854	$ 2,944	$ 3,038	$ 3,134	$ 3,233	$ 3,335	$ 3,440	$ 3,549	$ 3,660
City Sanitation	2.8174	$ -	$ -	$ 231	$ 704	$ 727	$ 750	$ 774	$ 799	$ 825	$ 851	$ 878	$ 906	$ 935	$ 964	$ 995	$ 1,026	$ 1,058	$ 1,092
Hackley Library	2.2586	$ -	$ -	$ 185	$ 565	$ 583	$ 602	$ 621	$ 641	$ 661	$ 682	$ 704	$ 726	$ 749	$ 773	$ 797	$ 822	$ 848	$ 875
County Veterans	0.0724	$ -	$ -	$ 6	$ 18	$ 19	$ 19	$ 20	$ 21	$ 21	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 26	$ 27	$ 28
Senior Citizens Svc	0.4830	$ -	$ -	$ 40	$ 121	$ 125	$ 129	$ 133	$ 137	$ 141	$ 146	$ 151	$ 155	$ 160	$ 165	$ 171	$ 176	$ 181	$ 187
Central Dispatch	0.2897	$ -	$ -	$ 24	$ 72	$ 75	$ 77	$ 80	$ 82	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 102	$ 105	$ 109	$ 112
Comm College	2.1295	$ -	$ -	$ 175	$ 532	$ 550	$ 567	$ 585	$ 604	$ 623	$ 643	$ 664	$ 685	$ 706	$ 729	$ 752	$ 775	$ 800	$ 825
MAISD	4.5939	$ -	$ -	$ 377	$ 1,149	$ 1,186	$ 1,224	$ 1,263	$ 1,303	$ 1,345	$ 1,388	$ 1,432	$ 1,477	$ 1,524	$ 1,572	$ 1,622	$ 1,673	$ 1,726	$ 1,780
County Museum	0.3110	$ -	$ -	$ 26	$ 78	$ 80	$ 83	$ 85	$ 88	$ 91	$ 94	$ 97	$ 100	$ 103	$ 106	$ 110	$ 113	$ 117	$ 120
Local Total	**27.9094**	**$ -**	**$ -**	**$ 2,289**	**$ 6,978**	**$ 7,203**	**$ 7,434**	**$ 7,672**	**$ 7,917**	**$ 8,170**	**$ 8,430**	**$ 8,698**	**$ 8,974**	**$ 9,258**	**$ 9,551**	**$ 9,853**	**$ 10,164**	**$ 10,483**	**$ 10,813**
Non-Capturable Millages	Millage Rate																		
Hackley Debt	0.2500	$ -	$ -	$ 21	$ 63	$ 65	$ 67	$ 69	$ 71	$ 73	$ 76	$ 78	$ 80	$ 83	$ 86	$ 88	$ 91	$ 94	$ 97
MPS Debt 2020	0.6500	$ -	$ -	$ 53	$ 163	$ 168	$ 173	$ 179	$ 184	$ 190	$ 196	$ 203	$ 209	$ 216	$ 222	$ 229	$ 237	$ 244	$ 252
MPS Debt 2021	6.8500	$ -	$ -	$ 562	$ 1,713	$ 1,768	$ 1,825	$ 1,883	$ 1,943	$ 2,005	$ 2,069	$ 2,135	$ 2,203	$ 2,272	$ 2,344	$ 2,418	$ 2,495	$ 2,573	$ 2,654
Comm College Debt	0.2000	$ -	$ -	$ 16	$ 50	$ 52	$ 53	$ 55	$ 57	$ 59	$ 60	$ 62	$ 64	$ 66	$ 68	$ 71	$ 73	$ 75	$ 77
MPS Sinking Fund	0.9390	$ -	$ -	$ 77	$ 235	$ 242	$ 250	$ 258	$ 266	$ 275	$ 284	$ 293	$ 302	$ 311	$ 321	$ 331	$ 342	$ 353	$ 364
Total Non-Capturable Taxes	**8.8890**	**$ -**	**$ -**	**$ 729**	**$ 2,223**	**$ 2,294**	**$ 2,368**	**$ 2,444**	**$ 2,522**	**$ 2,602**	**$ 2,685**	**$ 2,770**	**$ 2,858**	**$ 2,949**	**$ 3,042**	**$ 3,138**	**$ 3,237**	**$ 3,339**	**$ 3,444**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ -	$ 4,257	$ 12,979	$ 13,397	$ 13,827	$ 14,270	$ 14,726	$ 15,196	$ 15,679	$ 16,178	$ 16,691	$ 17,220	$ 17,765	$ 18,326	$ 18,903	$ 19,499	$ 20,111

Footnotes:
Assumes projected TV based on commercial buildout and 3% inflationary increases

Tax Increment Revenue Capture Estimates
118 W. Clay
Muskegon, Michigan
July 30, 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	18	19	20	21	22	23	TOTAL
Calendar Year	2044	2045	2046	2047	2048	2049	
*Base Taxable Value	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000
Estimated New TV	$ 417,598	$ 430,126	$ 443,029	$ 456,320	$ 470,010	$ 484,110	$ 470,010
Incremental Difference (New TV - Base TV)	**$ 399,598**	**$ 412,126**	**$ 425,029**	**$ 438,320**	**$ 452,010**	**$ 466,110**	**$ 452,010**

School Capture	Millage Rate	18	19	20	21	22	23	TOTAL
State Education Tax (SET)	6.0000	$ 2,398	$ -	$ -	$ -	$ -	$ -	$ 31,181
School Operating Tax	18.0000	$ 7,193	$ -	$ -	$ -	$ -	$ -	$ 93,543
School Total	**24.0000**	**$ 9,590**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 124,724**

Local Capture	Millage Rate	18	19	20	21	22	23	TOTAL
County Operating	5.5069	$ 2,201	$ 2,270	$ 2,341	$ 2,414	$ 2,489	$ 2,567	$ 54,781
City Operating	9.4470	$ 3,775	$ 3,893	$ 4,015	$ 4,141	$ 4,270	$ 4,403	$ 93,976
City Sanitation	2.8174	$ 1,126	$ 1,161	$ 1,197	$ 1,235	$ 1,273	$ 1,313	$ 28,027
Hackley Library	2.2586	$ 903	$ 931	$ 960	$ 990	$ 1,021	$ 1,053	$ 22,468
County Veterans	0.0724	$ 29	$ 30	$ 31	$ 32	$ 33	$ 34	$ 720
Senior Citizens Svc	0.4830	$ 193	$ 199	$ 205	$ 212	$ 218	$ 225	$ 4,805
Central Dispatch	0.2897	$ 116	$ 119	$ 123	$ 127	$ 131	$ 135	$ 2,882
Comm College	2.1295	$ 851	$ 878	$ 905	$ 933	$ 963	$ 993	$ 21,184
MAISD	4.5939	$ 1,836	$ 1,893	$ 1,953	$ 2,014	$ 2,076	$ 2,141	$ 45,699
County Museum	0.3110	$ 124	$ 128	$ 132	$ 136	$ 141	$ 145	$ 3,094
Local Total	**27.9094**	**$ 11,153**	**$ 11,502**	**$ 11,862**	**$ 12,233**	**$ 12,615**	**$ 13,009**	**$ 277,636**

Non-Capturable Millages	Millage Rate	18	19	20	21	22	23	TOTAL
Hackley Debt	0.2500	$ 100	$ 103	$ 106	$ 110	$ 113	$ 117	$ 2,487
MPS Debt 2020	0.6500	$ 260	$ 268	$ 276	$ 285	$ 294	$ 303	$ 6,466
MPS Debt 2021	6.8500	$ 2,737	$ 2,823	$ 2,911	$ 3,002	$ 3,096	$ 3,193	$ 68,142
Comm College Debt	0.2000	$ 80	$ 82	$ 85	$ 88	$ 90	$ 93	$ 1,990
MPS Sinking Fund	0.9390	$ 375	$ 387	$ 399	$ 412	$ 424	$ 438	$ 9,341
Total Non-Capturable Taxes	**8.8890**	**$ 3,552**	**$ 3,663**	**$ 3,778**	**$ 3,896**	**$ 4,018**	**$ 4,143**	**$ 88,426**

	18	19	20	21	22	23	TOTAL
Total Tax Increment Revenue (TIR) Available for Capture	$ 20,743	$ 11,502	$ 11,862	$ 12,233	$ 12,615	$ 13,009	$ 402,360

Footnotes:
Assumes projected TV based on commercial buildout and 3% inflationary increases

Tax Increment Revenue Capture Estimates
118 W. Clay
Muskegon, Michigan
June 30, 2026

Estimated Taxable Value (TV) Increase Rate:				3% per year		**NEZ Abatement**											
Plan Year				**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Calendar Year				2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
*Base Taxable Value				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV					$ -	$1,150,000	$2,035,000	$2,096,050	$2,158,932	$2,223,699	$2,290,410	$2,359,123	$2,429,896	$2,502,793	$2,577,877	$2,655,213	$2,734,870
Incremental Difference (New TV - Base TV)					**$ -**	**$1,150,000**	**$2,035,000**	**$2,096,050**	**$2,158,932**	**$2,223,699**	**$2,290,410**	**$2,359,123**	**$2,429,896**	**$2,502,793**	**$2,577,877**	**$2,655,213**	**$2,734,870**
School Capture	Millage Rate	NEZ Millage F	NEZ Phase Out														
State Education Tax (SET)	6.0000	2.4690	6.0000	$ -	$ -	$ 2,839	$ 5,024	$ 5,175	$ 5,330	$ 5,490	$ 5,655	$ 5,825	$ 5,999	$ 6,179	$ 6,365	$ 6,556	$ 6,752
School Operating Tax	18.0000	9.5198	18.0000	$ -	$ -	$ 10,948	$ 19,373	$ 19,954	$ 20,553	$ 21,169	$ 21,804	$ 22,458	$ 23,132	$ 23,826	$ 24,541	$ 25,277	$ 26,035
School Total	**24.0000**	**11.9888**		$ -	**$ -**	**$ 13,787**	**$ 24,397**	**$ 25,129**	**$ 25,883**	**$ 26,659**	**$ 27,459**	**$ 28,283**	**$ 29,132**	**$ 30,005**	**$ 30,906**	**$ 31,833**	**$ 32,788**
Local Capture	Millage Rate																
County Operating	5.5069	2.2366		$ -	$ -	$ 2,572	$ 4,551	$ 4,688	$ 4,829	$ 4,974	$ 5,123	$ 5,276	$ 5,435	$ 5,598	$ 5,766	$ 5,939	$ 6,117
City Operating	9.4470	3.8868		$ -	$ -	$ 4,470	$ 7,910	$ 8,147	$ 8,391	$ 8,643	$ 8,902	$ 9,169	$ 9,445	$ 9,728	$ 10,020	$ 10,320	$ 10,630
City Sanitation	2.8174	1.1598	2.8174	$ -	$ -	$ 1,334	$ 2,360	$ 2,431	$ 2,504	$ 2,579	$ 2,656	$ 2,736	$ 2,818	$ 2,903	$ 2,990	$ 3,080	$ 3,172
Hackley Library	2.2586	0.9294	2.2586	$ -	$ -	$ 1,069	$ 1,891	$ 1,948	$ 2,007	$ 2,067	$ 2,129	$ 2,193	$ 2,258	$ 2,326	$ 2,396	$ 2,468	$ 2,542
County Veterans	0.0724	0.0294	0.0724	$ -	$ -	$ 34	$ 60	$ 62	$ 63	$ 65	$ 67	$ 69	$ 71	$ 74	$ 76	$ 78	$ 80
Senior Citizens Svc	0.4830	0.1962	0.4830	$ -	$ -	$ 226	$ 399	$ 411	$ 424	$ 436	$ 449	$ 463	$ 477	$ 491	$ 506	$ 521	$ 537
Central Dispatch	0.2897	0.1176	0.2897	$ -	$ -	$ 135	$ 239	$ 246	$ 254	$ 262	$ 269	$ 277	$ 286	$ 294	$ 303	$ 312	$ 322
Comm College	2.1295	0.8763	2.1295	$ -	$ -	$ 1,008	$ 1,783	$ 1,837	$ 1,892	$ 1,949	$ 2,007	$ 2,067	$ 2,129	$ 2,193	$ 2,259	$ 2,327	$ 2,397
MAISD	4.5939	1.8650	4.5939	$ -	$ -	$ 2,145	$ 3,795	$ 3,909	$ 4,026	$ 4,147	$ 4,272	$ 4,400	$ 4,532	$ 4,668	$ 4,808	$ 4,952	$ 5,101
County Museum	0.3110	0.1263	0.3110	$ -	$ -	$ 145	$ 257	$ 265	$ 273	$ 281	$ 289	$ 298	$ 307	$ 316	$ 326	$ 335	$ 345
Local Total	**27.9094**	**11.4234**		**$ -**	**$ -**	**$ 13,137**	**$ 23,247**	**$ 23,944**	**$ 24,662**	**$ 25,402**	**$ 26,164**	**$ 26,949**	**$ 27,758**	**$ 28,590**	**$ 29,448**	**$ 30,332**	**$ 31,242**
Non-Capturable Millages	Millage Rate																
Hackley Debt	0.2500	0.1029	0.2500	$ -	$ -	$ 118	$ 209	$ 216	$ 222	$ 229	$ 236	$ 243	$ 250	$ 258	$ 265	$ 273	$ 281
MPS Debt 2020	0.6500	0.2675	0.6500	$ -	$ -	$ 308	$ 544	$ 561	$ 578	$ 595	$ 613	$ 631	$ 650	$ 669	$ 690	$ 710	$ 732
MPS Debt 2021	6.8500	2.8187	6.8500	$ -	$ -	$ 3,242	$ 5,736	$ 5,908	$ 6,085	$ 6,268	$ 6,456	$ 6,650	$ 6,849	$ 7,055	$ 7,266	$ 7,484	$ 7,709
Comm College Debt	0.2000	0.0823	0.2000	$ -	$ -	$ 95	$ 167	$ 173	$ 178	$ 183	$ 189	$ 194	$ 200	$ 206	$ 212	$ 219	$ 225
MPS Sinking Fund	0.9390	0.3864	0.9390	$ -	$ -	$ 444	$ 786	$ 810	$ 834	$ 859	$ 885	$ 912	$ 939	$ 967	$ 996	$ 1,026	$ 1,057
Total Non-Capturable Taxes	**8.8890**	**3.6578**		**$ -**	**$ -**	**$ 4,206**	**$ 7,444**	**$ 7,667**	**$ 7,897**	**$ 8,134**	**$ 8,378**	**$ 8,629**	**$ 8,888**	**$ 9,155**	**$ 9,429**	**$ 9,712**	**$ 10,004**
Total Tax Increment Revenue (TIR) Available for Capture				$ -	$ -	$ 26,924	$ 47,644	$ 49,073	$ 50,545	$ 52,062	$ 53,624	$ 55,232	$ 56,889	$ 58,596	$ 60,354	$ 62,164	$ 64,029

Footnotes:
Assumes projected TV based on residential buildout and 3% inflationary increases
Assumes 15yr NEZ on residential with phase out at end

Tax Increment Revenue Capture Estimates
118 W. Clay
Muskegon, Michigan
June 30, 2026

Estimated Taxable Value (TV) Increase Rate:			Phase Out										
Plan Year			**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**TOTAL**
Calendar Year			2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	
*Base Taxable Value			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$2,816,916	$2,901,423	$2,988,466	$3,078,120	$3,170,464	$3,265,578	$3,363,545	$3,464,451	$3,568,385	$3,675,436	$ 3,568,385
Incremental Difference (New TV - Base TV)			**$2,816,916**	**$2,901,423**	**$2,988,466**	**$3,078,120**	**$3,170,464**	**$3,265,578**	**$3,363,545**	**$3,464,451**	**$3,568,385**	**$3,675,436**	**$ 3,568,385**
School Capture	Millage Rate	NEZ Millage F											
State Education Tax (SET)	6.0000	2.4690	$ 16,901	$ 17,409	$ 17,931	$ 18,469	$ 19,023	$ -	$ -	$ -	$ -	$ -	$ 277,516
School Operating Tax	18.0000	9.5198	$ 50,704	$ 52,226	$ 53,792	$ 55,406	$ 57,068	$ -	$ -	$ -	$ -	$ -	$ 890,046
School Total	**24.0000**	**11.9888**	**$ 67,606**	**$ 69,634**	**$ 71,723**	**$ 73,875**	**$ 76,091**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,167,562**
Local Capture	Millage Rate												
County Operating	5.5069	2.2366	$ 9,695	$ 11,983	$ 14,400	$ 16,951	$ 17,459	$ 17,983	$ 18,523	$ 19,078	$ 19,651	$ 20,240	$ 337,513
City Operating	9.4470	3.8868	$ 16,632	$ 20,557	$ 24,703	$ 29,079	$ 29,951	$ 30,850	$ 31,775	$ 32,729	$ 33,711	$ 34,722	$ 580,357
City Sanitation	2.8174	1.1598	$ 7,936	$ 8,174	$ 8,420	$ 8,672	$ 8,932	$ 9,200	$ 9,476	$ 9,761	$ 10,054	$ 10,355	$ 179,171
Hackley Library	2.2586	0.9294	$ 6,362	$ 6,553	$ 6,750	$ 6,952	$ 7,161	$ 7,376	$ 7,597	$ 7,825	$ 8,060	$ 8,301	$ 143,624
County Veterans	0.0724	0.0294	$ 204	$ 210	$ 216	$ 223	$ 230	$ 236	$ 244	$ 251	$ 258	$ 266	$ 4,593
Senior Citizens Svc	0.4830	0.1962	$ 1,361	$ 1,401	$ 1,443	$ 1,487	$ 1,531	$ 1,577	$ 1,625	$ 1,673	$ 1,724	$ 1,775	$ 30,644
Central Dispatch	0.2897	0.1176	$ 816	$ 841	$ 866	$ 892	$ 918	$ 946	$ 974	$ 1,004	$ 1,034	$ 1,065	$ 18,378
Comm College	2.1295	0.8763	$ 5,999	$ 6,179	$ 6,364	$ 6,555	$ 6,752	$ 6,954	$ 7,163	$ 7,378	$ 7,599	$ 7,827	$ 135,415
MAISD	4.5939	1.8650	$ 12,941	$ 13,329	$ 13,729	$ 14,141	$ 14,565	$ 15,002	$ 15,452	$ 15,915	$ 16,393	$ 16,885	$ 291,436
County Museum	0.3110	0.1263	$ 876	$ 902	$ 929	$ 957	$ 986	$ 1,016	$ 1,046	$ 1,077	$ 1,110	$ 1,143	$ 19,731
Local Total	**27.9094**	**11.4234**	**$ 62,822**	**$ 70,130**	**$ 77,820**	**$ 85,908**	**$ 88,486**	**$ 91,140**	**$ 93,875**	**$ 96,691**	**$ 99,591**	**$ 102,579**	**$ 1,740,863**
Non-Capturable Millages	Millage Rate												
Hackley Debt	0.2500	0.1029	$ 704	$ 725	$ 747	$ 770	$ 793	$ 816	$ 841	$ 866	$ 892	$ 919	$ 15,898
MPS Debt 2020	0.6500	0.2675	$ 1,831	$ 1,886	$ 1,943	$ 2,001	$ 2,061	$ 2,123	$ 2,186	$ 2,252	$ 2,319	$ 2,389	$ 41,334
MPS Debt 2021	6.8500	2.8187	$ 19,296	$ 19,875	$ 20,471	$ 21,085	$ 21,718	$ 22,369	$ 23,040	$ 23,731	$ 24,443	$ 25,177	$ 435,590
Comm College Debt	0.2000	0.0823	$ 563	$ 580	$ 598	$ 616	$ 634	$ 653	$ 673	$ 693	$ 714	$ 735	$ 12,718
MPS Sinking Fund	0.9390	0.3864	$ 2,645	$ 2,724	$ 2,806	$ 2,890	$ 2,977	$ 3,066	$ 3,158	$ 3,253	$ 3,351	$ 3,451	$ 59,711
Total Non-Capturable Taxes	**8.8890**	**3.6578**	**$ 25,040**	**$ 25,791**	**$ 26,564**	**$ 27,361**	**$ 28,182**	**$ 29,028**	**$ 29,899**	**$ 30,796**	**$ 31,719**	**$ 32,671**	**$ 565,252**
Total Tax Increment Revenue (TIR) Available for Capture			$ 130,428	$ 139,764	$ 149,543	$ 159,783	$ 164,577	$ 91,140	$ 93,875	$ 96,691	$ 99,591	$ 102,579	$ 2,908,425

Footnotes:
Assumes projected TV based on residential buildout and 3% inflationary increases
Assumes 15yr NEZ on residential with phase out at end

Tax Increment Revenue Reimbursement Allocation Table
118 W. Clay
Muskegon, Michigan
July 30, 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**48.8%**	**$ 663,993**		$ 663,993
Local	**51.2%**	**$ 696,007**	$ -	$ 696,007
TOTAL				**$ 1,360,000**
EGLE	1.8%	$ 25,000		$ 25,000
MSHDA	94.5%	$ 1,285,000	$ -	$ 1,285,000

Estimated Total Years of Plan:	23

Estimated Capture	$ 3,310,785
Administrative Fees	$ 165,539
State Brownfield Redevelopment Fund	$ 154,349
Local Brownfield Revolving Fund	$ 493,004

	Beginning Balance	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue		$ -	$ -	$ 15,755	$ 30,398	$ 31,323	$ 32,276	$ 33,257	$ 34,268	$ 35,309	$ 36,381	$ 37,485	$ 38,623	$ 39,794	$ 41,001	$ 76,079	$ 78,374	$ 80,738
State Brownfield Redevelopment Fund (50% of SET)		$ -	$ -	$ (1,666)	$ (3,262)	$ (3,362)	$ (3,464)	$ (3,570)	$ (3,679)	$ (3,791)	$ (3,906)	$ (4,025)	$ (4,147)	$ (4,273)	$ (4,403)	$ (9,510)	$ (9,797)	$ (10,092)
State TIR Available for Reimbursement		**$ -**	**$ -**	**$ 14,089**	**$ 27,136**	**$ 27,961**	**$ 28,811**	**$ 29,687**	**$ 30,589**	**$ 31,518**	**$ 32,475**	**$ 33,461**	**$ 34,476**	**$ 35,521**	**$ 36,598**	**$ 66,569**	**$ 68,577**	**$ 70,646**
Total Local Incremental Revenue		$ -	$ -	$ 15,425	$ 30,225	$ 31,147	$ 32,096	$ 33,074	$ 34,082	$ 35,119	$ 36,188	$ 37,289	$ 38,422	$ 39,590	$ 40,793	$ 72,675	$ 80,294	$ 88,304
BRA Administrative Fee (5%)	5%	$ -	$ -	$ (1,559)	$ (3,031)	$ (3,123)	$ (3,219)	$ (3,317)	$ (3,417)	$ (3,521)	$ (3,628)	$ (3,739)	$ (3,852)	$ (3,969)	$ (4,090)	$ (7,438)	$ (7,933)	$ (8,452)
Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ 13,866**	**$ 27,194**	**$ 28,023**	**$ 28,878**	**$ 29,758**	**$ 30,664**	**$ 31,598**	**$ 32,559**	**$ 33,550**	**$ 34,570**	**$ 35,621**	**$ 36,703**	**$ 65,237**	**$ 72,360**	**$ 79,852**
Total State & Local TIR Available		**$ -**	**$ -**	**$ 27,956**	**$ 54,330**	**$ 55,985**	**$ 57,689**	**$ 59,445**	**$ 61,253**	**$ 63,116**	**$ 65,034**	**$ 67,010**	**$ 69,046**	**$ 71,142**	**$ 73,301**	**$ 131,806**	**$ 140,937**	**$ 150,497**
DEVELOPER	Beginning Balance																	
DEVELOPER Reimbursement Balance	***$ 1,360,000***	***$ 1,360,000***	***$ 1,360,000***	***$ 1,332,044***	***$ 1,277,714***	***$ 1,221,730***	***$ 1,164,040***	***$ 1,104,596***	***$ 1,043,342***	***$ 980,226***	***$ 915,192***	***$ 848,182***	***$ 779,136***	***$ 707,994***	***$ 634,693***	***$ 502,887***	***$ 361,949***	***$ 211,452***
EGLE Environmental Costs - Developer	*$25,000*	*$ 25,000*	*$ 25,000*	*$ 25,000*	*$ 24,486*	*$ 23,487*	*$ 22,458*	*$ 21,398*	*$ 20,305*	*$ 19,179*	*$ 18,019*	*$ 16,823*	*$ 15,592*	*$ 14,322*	*$ 13,015*	*$ 11,667*	*$ 9,244*	*$ 6,653*
State Tax Reimbursement		$ -	$ -	$ 259	$ 499	$ 514	$ 530	$ 546	$ 562	$ 579	$ 597	$ 615	$ 634	$ 653	$ 673	$ 1,224	$ 1,261	$ 1,299
Local Tax Reimbursement		$ -	$ -	$ 255	$ 500	$ 515	$ 531	$ 547	$ 564	$ 581	$ 599	$ 617	$ 635	$ 655	$ 675	$ 1,199	$ 1,330	$ 1,468
Total EGLE Reimbursement Balance		*$ 25,000*	*$ 25,000*	*$ 24,486*	*$ 23,487*	*$ 22,458*	*$ 21,398*	*$ 20,305*	*$ 19,179*	*$ 18,019*	*$ 16,823*	*$ 15,592*	*$ 14,322*	*$ 13,015*	*$ 11,667*	*$ 9,244*	*$ 6,653*	*$ 3,887*
MSHDA Housing TIF Costs - Developer	*$1,285,000*	*$ 1,285,000*	*$ 1,285,000*	*$ 1,285,000*	*$ 1,258,586*	*$ 1,207,252*	*$ 1,154,355*	*$ 1,099,847*	*$ 1,043,680*	*$ 985,805*	*$ 926,170*	*$ 864,722*	*$ 801,407*	*$ 736,169*	*$ 668,950*	*$ 599,691*	*$ 475,154*	*$ 341,989*
State Tax Reimbursement		$ -	$ -	$ 13,312	$ 25,639	$ 26,419	$ 27,223	$ 28,050	$ 28,902	$ 29,780	$ 30,684	$ 31,615	$ 32,574	$ 33,562	$ 34,580	$ 62,898	$ 64,795	$ 66,750
Local Tax Reimbursement		$ -	$ -	$ 13,102	$ 25,694	$ 26,478	$ 27,285	$ 28,117	$ 28,973	$ 29,855	$ 30,764	$ 31,700	$ 32,664	$ 33,656	$ 34,679	$ 61,640	$ 68,370	$ 75,448
Total MSHDA Reimbursement Balance		*$ 1,285,000*	*$ 1,285,000*	*$ 1,258,586*	*$ 1,207,252*	*$ 1,154,355*	*$ 1,099,847*	*$ 1,043,680*	*$ 985,805*	*$ 926,170*	*$ 864,722*	*$ 801,407*	*$ 736,169*	*$ 668,950*	*$ 599,691*	*$ 475,154*	*$ 341,989*	*$ 199,791*
Authority Costs	*$50,000*	*$ 50,000*	*$ 50,000*	*$ 50,000*	*$ 48,972*	*$ 46,975*	*$ 44,917*	*$ 42,796*	*$ 40,610*	*$ 38,358*	*$ 36,038*	*$ 33,647*	*$ 31,183*	*$ 28,645*	*$ 26,029*	*$ 23,334*	*$ 18,488*	*$ 13,307*
State Tax Reimbursement		$ -	$ -	$ 518	$ 998	$ 1,028	$ 1,059	$ 1,091	$ 1,125	$ 1,159	$ 1,194	$ 1,230	$ 1,267	$ 1,306	$ 1,346	$ 2,447	$ 2,521	$ 2,597
Local Tax Reimbursement		$ -	$ -	$ 510	$ 1,000	$ 1,030	$ 1,062	$ 1,094	$ 1,127	$ 1,162	$ 1,197	$ 1,233	$ 1,271	$ 1,310	$ 1,349	$ 2,398	$ 2,660	$ 2,936
Total MSHDA Reimbursement Balance		*$ 50,000*	*$ 50,000*	*$ 48,972*	*$ 46,975*	*$ 44,917*	*$ 42,796*	*$ 40,610*	*$ 38,358*	*$ 36,038*	*$ 33,647*	*$ 31,183*	*$ 28,645*	*$ 26,029*	*$ 23,334*	*$ 18,488*	*$ 13,307*	*$ 7,774*
Total Annual Developer Reimbursement		*$ -*	*$ -*	*$ 26,928*	*$ 52,332*	*$ 53,926*	*$ 55,568*	*$ 57,259*	*$ 59,001*	*$ 60,795*	*$ 62,643*	*$ 64,547*	*$ 66,507*	*$ 68,527*	*$ 70,606*	*$ 126,960*	*$ 135,756*	*$ 144,964*
Total Annual Authority Reimbursement		*$ -*	*$ -*	*$ 1,028*	*$ 1,997*	*$ 2,058*	*$ 2,121*	*$ 2,185*	*$ 2,252*	*$ 2,320*	*$ 2,391*	*$ 2,464*	*$ 2,538*	*$ 2,616*	*$ 2,695*	*$ 4,846*	*$ 5,182*	*$ 5,533*
LOCAL BROWNFIELD REVOLVING FUN																		
LBRF Deposits *		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
Costs reimbursed proportionately

Tax Increment Revenue Reimbursement Allocation Table
118 W. Clay
Muskegon, Michigan
June 18, 2026

	2043	2044	2045	2046	2047	2048	2049	TOTAL
Total State Incremental Revenue	$ 83,173	$ 85,681	$ -	$ -	$ -	$ -	$ -	$ 1,292,286
State Brownfield Redevelopment Fund (50% o	$ (10,397)	$ (10,710)	$ -	$ -	$ -	$ -	$ -	$ (154,349)
State TIR Available for Reimbursement	**$ 72,777**	**$ 74,971**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,137,938**
Total Local Incremental Revenue	$ 96,722	$ 99,638	$ 102,642	$ 105,737	$ 108,924	$ 112,207	$ 115,588	$ 2,018,499
BRA Administrative Fee (5%)	$ (8,995)	$ (9,266)	$ (5,132)	$ (5,287)	$ (5,446)	$ (5,610)	$ (5,779)	$ (165,539)
Local TIR Available for Reimbursement	**$ 87,727**	**$ 90,372**	**$ 97,510**	**$ 100,450**	**$ 103,478**	**$ 106,596**	**$ 109,809**	**$ 1,852,960**
Total State & Local TIR Available	**$ 160,503**	**$ 165,344**	**$ 97,510**	**$ 100,450**	**$ 103,478**	**$ 106,596**	**$ 109,809**	**$ 2,990,897**
DEVELOPER								
DEVELOPER Reimbursement Balance	***$ 50,948***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
EGLE Environmental Costs - Developer	*$ 3,887*	*$ 937*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
State Tax Reimbursement	$ 1,338	$ 425	$ -	$ -	$ -	$ -	$ -	$ 12,206
Local Tax Reimbursement	$ 1,613	$ 512	$ -	$ -	$ -	$ -	$ -	$ 12,794
Total EGLE Reimbursement Balance	*$ 937*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
MSHDA Housing TIF Costs - Developer	*$ 199,791*	*$ 48,138*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
State Tax Reimbursement	$ 68,763	$ 21,827	$ -	$ -	$ -	$ -	$ -	$ 627,376
Local Tax Reimbursement	$ 82,889	$ 26,311	$ -	$ -	$ -	$ -	$ -	$ 657,624
Total MSHDA Reimbursement Balance	*$ 48,138*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Authority Costs	*$ 7,774*	*$ 1,873*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	$ 2,676	$ 849	$ -	$ -	$ -	$ -	$ -	$ 24,412
Local Tax Reimbursement	$ 3,225	$ 1,024	$ -	$ -	$ -	$ -	$ -	$ 25,588
Total MSHDA Reimbursement Balance	*$ 1,873*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total Annual Developer Reimbursement	*$ 154,603*	*$ 49,075*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 1,310,000*
Total Annual Authority Reimbursement	*$ 5,901*	*$ 1,873*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 50,000*
LOCAL BROWNFIELD REVOLVING FUN								
LBRF Deposits *	**$ -**	**$ 84,969**	**$ 97,510**	**$ 100,450**	**$ 103,478**	**$ 106,596**	**$ -**	**$ 493,004**
State Tax Capture		*$ 22,444*					*$ -*	*$ 22,444*
Local Tax Capture		*$ 62,525*	*$ 97,510*	*$ 100,450*	*$ 103,478*	*$ 106,596*	*$ 109,809*	*$ 580,369*

* Up to five years of capture for LBRF Deposit

Footnotes:
Costs reimbursed proportionately

ATTACHMENT A-4

HOUSING SUBSIDY TABLE

Housing TIF Financing Gap Cap Calculation - Multifamily Rental
Project: 118 W Clay Redevelopment Project
MSHDA Control Rent versus 110% AMI

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent*	-	Utility Allowance	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit Avg
MSHDA Control Rent	110%	Muskegon	Studio	$2,165	-	$1,500	-	$115	=	$550	x	8	x	12	x	10	=	$528,000	$66,000
						TOTAL Housing Subsidy						8						$528,000	$66,000

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

118 W. Clay Redevelopment Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 8th day of September 2026 at 10:30 a.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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 the 118 W Clay Redevelopment Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the 118 W Clay Redevelopment Project and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel to provide a notice of Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of

the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

____
Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on September 8, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, 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

118 W. Clay Avenue — Muskegon, MI 49441

Developer:	Revilo Two GRR, LLC	**Plan Date:**	July 30, 2026
Property:	118 W. Clay Ave, Muskegon, MI 49441 (Parcel 61-24-205-175-0018-00)	**Consultant:**	Not identified in submission
Eligibility:	Housing Property & Facility - Part 201/NREPA	**Reviewer:**	Jeff Salowitz, Coalition Companies

KEY METRICS

2028	23 Years	$2,018,499	$493,004	$1,360,000
TIF Capture Start	Plan Duration	Local TIR (Life of Plan)	LBRF Capture	Total Eligible Costs

ELIGIBLE ACTIVITIES COMPLIANCE

Activity	Amount	Status	Notes
Dept. Specific Activities	$25,000	**Pass**	Phase I & II ESA and BEA due diligence; EGLE-eligible environmental response tied to the Part 201 facility basis. Reports not yet attached (see Open Items).
Demolition	$36,000	**Pass**	Housing development activity (MSHDA). Site is vacant land with a surface parking lot; scope is reasonable but not itemized in the plan.
Infrastructure Improvements	$493,000	**Flag**	Largest single line (36% of eligible costs). No itemization by category (water, sewer, storm, sidewalk, lighting) difficult to benchmark without a breakdown, but percentage wise this works against the $12.9M budget.
Site Preparation	$198,000	**Pass**	No itemized scope provided; this couldn't be benchmarked as submitted.
Financing Gap (Housing TIF)	$528,000	**Pass**	Ties exactly to Attachment A-4: ($2,165 − $1,500 − $115) × 8 units × 12 mo × 10 yr = $528,000.
Plan / Work Plan Preparation	$30,000	**Pass**	At the §13b(7)(b)(i) school-capture cap for combined plans. This is compliant, but its at the upper ceiling.
Plan Implementation	$50,000	**Flag**	At the §13b(7)(b)(ii) cap. This rate is permissible but its roughly 3x the typical seen benchmark ($5K–$15K). Watch for actual costs when applied for.
BRA Admin (5% of TIR)	$165,539	**Pass**	Rate is correct: 5% of combined state + local increment. Full fee is deducted from the local bucket only.
School / State Capture	$1,292,286	**Pass**	SET + school operating captured; proportionality confirmed (state 39.0% ≤ local 61.0%). 50% SET diverted to State Brownfield Fund ($154,349).

TAX ABATEMENT OVERLAY

NEZ - Neighborhood Enterprise Zone (PA 147 of 1992)

- 15-year NEZ abatement on the residential portion, with phase-out in Plan Years 14–16 (2040–2042)
- Reduces capturable local millage 27.9094 → 11.4234 and school millage 24.0000 → 11.9888 during the term
- Residential base TV modeled at $0 (new construction)
- Note the NEZ only appears in the Attachment A-3 TIF tables – it's not named or described in the plan narrative
- Status: NEZ certificate status was not stated in the submission.

Combined Effect

The NEZ reduces residential increment during its 15-year term. The NEZ-abated residential schedule totals $2,908,425 and the non-abated commercial schedule totals $402,360, for combined life-of-plan capture of $3,310,785. The abatement is correctly modeled in the TIF tables but is not disclosed in the plan's narrative body. Under §13(2)(b), (c), and (f), the estimate of captured value and impact on taxing jurisdictions should describe this assumption in the plan text.

No other program overlays (PA 255, IFT/IFEC, OPRA, Renaissance Zone) are part of this plan.

PRIORITY OPEN ITEMS

#	Item	Recommended Action
1	**NEZ Disclosure**	While the NEZ is disclosed in the TIF tables, it would be ideal if it was mentioned in the narrative too; describing the NEZ abatement assumed in Attachment A-3. Confirm the NEZ is fully approved prior to the City Commission hearing.
2	**Environmental Reports**	Once completed, they should attach the Phase I/II ESA and BEA supporting the Part 201 facility eligibility basis; its currently only referenced as a budgeted cost.
3	**Cost Itemization**	Provide itemized scope/backup for the $493,000 Infrastructure and $198,000 Site Preparation line items to enable full benchmarking. The numbers are appropriate on a potential SF price, however, prior to reimbursement they need to be itemized for eligible activity tracking purposes.
4	**Dev/Reimbursement Agreement**	As a formality, make sure this is executed prior to the BRA resolution; it controls the draw schedule, admin rate, and LBRF terms.
5	**MSHDA / Affordability Monitoring**	Confirm MSHDA application/approval status and describe the income-rent monitoring mechanism for the 8 units at 110% AMI over 10 years. Neither is addressed in the submission. If MSHDA does not approve the Housing TIF, the plan loses $627,376 of school-tax capture; and the developer must rely on local capture alone, which roughly halves the annual pace, extends payoff from 2044 to 2050, eliminates the LBRF in the authorized window, and absent a plan-duration extension, risks a failure to fully reimburse within the plan's stated term.
6	**Taxing-Jurisdiction Notices**	Confirm notices to the taxing jurisdictions is sent 10 day prior to the Sept 22 meeting.

Agenda Item Review Form

Muskegon Downtown Development Authority/Brownfield Redevelopment Authority

Commission Meeting Date: September 8, 2026	**Title:** BRA: Development and Reimbursement Agreement for Revilo Two GRR, LLC - 118 W. Clay Ave.
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
Revilo Two GRR, LLC has submitted a development and reimbursement agreement for 118 W. Clay Ave.

Detailed Summary & Background:
Revilo Two GRR, LLC is requesting approval of a Development and Reimbursement Agreement for the property located at 118 W. Clay Ave.

Revilo Two GRR, LLC plans to redevelop the currently vacant property into a five-story mixed-use building featuring 40 residential units, including a mixture of studio, one-bedroom, and two-bedroom units serving a range of income levels. The development will also include commercial space on the first floor.

The Brownfield Plan Amendment is anticipated to remain in effect through 2044, or until all eligible activities have been reimbursed, whichever occurs first. The duration of the reimbursement period may be impacted by a Neighborhood Enterprise Zone (NEZ) certificate and/or approval of housing Tax Increment Financing (TIF) through the Michigan State Housing Development Authority (MSHDA).

The Brownfield Plan Amendment is scheduled for consideration by the Brownfield Redevelopment Authority (BRA) at its September 8, 2026 meeting. The Brownfield Plan Amendment and Development and Reimbursement Agreement will then be considered by the Muskegon City Commission at its September 22, 2026 meeting.

The Development and Reimbursement Agreement complements the Brownfield Plan Amendment by establishing the specific terms, conditions, and procedures for reimbursement, including the timeline for repayment of eligible activities through tax increment financing (TIF) revenues.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I move to approve/disapprove the Development and Reimbursement Agreement for the approved Brownfield Plan for Revilo Two GRR, LLC (118 W. Clay Ave.) as presented.

Approvals:

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

<u>Name the Policy/Ordinance Followed:</u>
Act 381, Public Acts of Michigan, 1996, as amended

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") is made this ___ day of _____________, 2026, between the **Muskegon Brownfield Redevelopment Authority**, a Michigan public body corporate, whose address is 933 Terrace St, Muskegon, MI 49440 (the "Authority"), the **City of Muskegon**, a Michigan public body corporate, whose address is 933 Terrace St, Muskegon, MI 49440 (the "City"), and **Revilo Two GRR LLC**, a Michigan limited liability company, whose address is 2222 W Grand River Ave, Suite A, Okemos, Michigan 48864 (the "Developer").

RECITALS

A. The Authority was created by the City pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City Commission of the City (the "Brownfield Plan").

B. The Developer owns approximately 0.4 acres of vacant land in the City located near the corner of W. Clay Ave and Terrace St (the "Property"), which is legally described in the attached Brownfield Plan for the 118 W Clay Redevelopment Project (the "Amendment") attached as Exhibit A, and is considered a "housing property" as defined in Act 381.

C. The City of Muskegon Downtown Development Authority (the "DDA") has agreed to waive its capture so that the Authority may capture one hundred percent (100%) of the available captured taxable value from the Property to reimburse the Developer for eligible activities incurred for the Project.

D. The Amendment was recommended for approval by the Authority on _________, 2026 and approved by the City Commission of the City on _________, 2026, with concurrence from the __________, 2026.

E. The Developer proposes to redevelop the Property into a mixed-use project with first-floor retail space and new residential multifamily above (the "Project"). The Project will include department specific activities (i.e. phase I, II, and baseline environmental assessment activities) and housing development activities to support development of new residential housing at the Property. The Project involves site demolition and the construction of a new five (5) story mixed-use building and includes a mix of studio, one-bedroom, and two-bedroom units with approximately 570 square feet of first floor retail space with residential units above. In total, the Project will include forty (40) new residential units, consisting of twelve (12) studios, twenty-one (21) one-bedroom, and seven (7) two-bedroom units. The Project is expected to include construction of new covered and surface parking that will support the housing. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, creating jobs, and otherwise enhancing the economic vitality and quality of life in the City.

F. Subject to the Michigan State Housing Development Authority ("MSHDA") approval of the Act 381 Work Plan for the Project (the "Work Plan"), with respect to the state education tax and taxes levied for school operating purposes (the "Educational Taxes"), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").

G. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with department specific activities (Phase I&II environmental site assessment and baseline environmental assessment), housing development activities, and brownfield plan preparation and development, all as defined in the Amendment. The Developer's Eligible Costs shall not exceed $1,310,000.

H. The Developer is eligible for "housing development activities" under the Act based on Developer's commitment to reserve a portion of the Project's residential units as income restricted units for income qualified households (i.e. household incomes at or below 120% area median income (AMI)) (the "Annual Unit Income Restriction") in accordance with the Amendment. The Annual Unit Income Restriction for the Project includes a total of twenty percent (20%) of the residential units (i.e. 8 units) for tenant households earning 110% AMI or less for the Term of this Agreement.

I. The Authority has incurred and will incur certain eligible administrative costs associated with the Amendment (the "Administrative Costs"), for which it seeks reimbursement from Local Tax Increment Revenue ("Local TIR").

J. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first twenty-five (25) years that the Developer is reimbursed for Eligible Costs the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by fifty percent (50%) of the state education tax levy (the "SET SBRF Tax Increment Revenues"), which is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").

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

L. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury the SET SBRF Tax Increment Revenues, and to fund a local brownfield revolving fund pursuant to Act 381.

M. The parties are entering into this Agreement to establish the procedure for such.

Terms and Conditions

NOW THEREFORE, in exchange for the consideration in, and referred to by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority will capture all of the Tax Increment Revenues it is entitled to from the Property and use those Tax Increment Revenues as provided in this Agreement.

2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:

a) a written statement detailing the costs;
b) a written explanation as to why they are Eligible Costs;
c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals;
d) copy of occupancy permit, as applicable;
e) copies of local required building permits, inspection reports, and any other information which may be required by the Authority or its auditors.

3. **Payments:** The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse the parties for Eligible Costs. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to five percent (5%) of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first twenty-five (25) years that the Developer is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF.

After retention of such Local Tax Increment Revenues and payment to Treasury of the SET SBRF Tax Increment Revenues, Project Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs; provided, however, if Developer has not paid any applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to the Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within thirty (30) days of being invoiced for such costs, then the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse the Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from the Developer's total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after December 31, 2045. The amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Property will be limited to the Eligible Costs of eligible activities approved by MSHDA.

Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within thirty (30) days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, then the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer, or from the last winter tax bill paid in 2046 that was generated by December 31, 2045, whichever occurs first.

4. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, then the Authority is required to reimburse any Tax Increment Revenues to the City, or any other tax levying unit of government, and then the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, then the Authority shall invoice the Developer for the amount of such reimbursement. Further, the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

5. **Development:** The Developer shall commence work on the Project as soon as reasonably possible. The Developer will use its reasonable best efforts to complete the Project no later than summer of 2028.

6. **Reporting - Documentation and Reporting:**

(a) Income and Rent Documentation and Reporting:

i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.

ii. The Developer or its designee must verify prospective renters' eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or other process/form required or approved by MSHDA.

iii. If after the Authority's review of the Developer's Annual Unit Income Restriction report, the Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12 month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Project in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If the Developer returns to full compliance at the time of the next Annual Unit Income Restriction report, then the Authority shall reimburse the Developer any amounts previously withheld. If the Developer fails to return to compliance at the time of the following Annual Income Restriction report (i.e. 2 consecutive years of non-compliance), then it will be ineligible for reimbursement of the amounts previously withheld but shall remain eligible for future reimbursement if Developer returns to compliance at the time of the next due Annual Income Restriction report. If, based on the formula outlined above, the Authority has any Tax Increment Revenues withheld at the end of the Term, the Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.

iv. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, or as needed so that the Authority may make a timely report to MSHDA, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:

(1) Total investment and new capital investment since the prior year's report.
(2) Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
(3) New jobs created.
(4) Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
(5) Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
(6) Annual Unit Income Restriction units' rental rates.
(7) Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
(8) Other information required to be reported to the State of Michigan to under Act 381 or by MSHDA unless that information is readily available to the City Treasurer.

The Developer shall notify the Authority of any reporting error within seven (7) calendar days of a discovery of any reporting error.

7. **Prohibition of Short-Term Rentals:** Unless otherwise agreed or allowed, during the Term of Tax Increment Revenues capture and reimbursement, and in accordance with Section 15(12)(m)(*iv*) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be consistent with the City's zoning. The Developer agrees to include notice of the short-term rental prohibition in any applicable lease and is responsible for monitoring compliance with this provision.

8. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

9. **Assignment - Binding Effect:** 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 parties, which shall not be unreasonably withheld; *provided*, *however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority; *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement; *provided*, *further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority's Executive Director or designee. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer, or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

10. **Indemnification:** The Developer agrees to indemnify, defend, and hold the City of Muskegon City, the Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property, provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. The Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement, or the negligence or willful misconduct of any person or entity acting by, through, or under any such persons.

11. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of Michigan, and it will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof. Venue is in Muskegon County, Michigan.

12. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid, or on May 1, 2046.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party further agrees that the electronic signature, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, of a party shall be deemed an original signature having the same legal effect as its manual signature.

14. **Authorization.** The parties affirm that their representatives executing this Agreement are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.

15. **Recitals.** The parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.

[signatures appear on next page]

WHEREFORE, this Agreement has been executed as of the date first written above.

DEVELOPER:

REVILO TWO GRR LLC

By: ________________________________

Name: ______________________________

Its: _________________________________

AUTHORITY:

MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

By: ________________________________

Name: ______________________________

Its: _________________________________

CITY:

CITY OF MUSKEGON

By: ________________________________
Ken Johnson, Mayor

By: ________________________________
Ann Meisch, Clerk

EXHIBIT A
Brownfield Plan