

**CITY OF PORTAGE
BROWNFIELD REDEVELOPMENT AUTHORITY
Board Meeting**

AGENDA

Thursday, February 27, 2025

CALL TO ORDER:

8:00 a.m., Portage City Hall, Conference Room 1, 7900 South Westnedge Avenue, Portage MI, 49002

INTRODUCTIONS

APPROVAL OF MINUTES:

1. October 25, 2024 *

STAFF REPORT: Financial Update for Portage Brownfield Redevelopment Authority.

OLD BUSINESS:

1. City of Portage Brownfield Redevelopment Plan Amendment No. 10, 3413 W. Centre Ave. (Tall Timbers LLC) – Request for Reimbursement

NEW BUSINESS:

1. Green Development Ventures, LLC d.b.a. Allen Edwin Homes Act 381 Brownfield Plan – “Oakland Commons and Creekside Commons”, 9581 Oakland Drive and 8150 Creekside Drive *

STATEMENT OF CITIZENS:

ADJOURNMENT:

MATERIALS TRANSMITTED

Star (*) indicates printed material within the agenda packet.

CITY OF PORTAGE BROWNFIELD REDEVELOPMENT AUTHORITY

Friday, October 25, 2024

8:00 AM

Portage City Hall, Conference Room 1
7900 S. Westnedge Ave, Portage MI 49002

The City of Portage Brownfield Redevelopment Authority meeting of September 19, 2024, was called to order by Chair Lewandowski at 8:33 am.

In Attendance

Board: Vice Chair Eric Alburtus (yes), Todd Campbell (yes), Bradley Galin (excused), Karen Gallagher (yes), John Herberg (yes), Michelle Karpinski (no), Secretary/Treasurer William Lenehan (no), Chair Keith Lewandowski (yes), Jeff Monroe (no).

Staff: Jonathon Hallberg, Deputy Director of Economic Development; Peter Dame, Chief Development Officer

Guests: Rick Freiman, Planning Commissioner

Introductions

Introduction of Authority members, staff, and guests was conducted. The board also reviewed the agenda.

Approval of Minutes

Motion by Gallagher, seconded by Albertus, to approve the BRA Meeting Minutes of September 19, 2024, as submitted. Motion carried, 5-0.

Staff Report – The Staff Report was moved to the end of the board agenda before Statement of Citizens.

Old Business - none

New Business

1. Approval of 2024 Brownfield Policy Update

Hallberg outlined the changes to the 2022 Brownfield Policy being recommended by staff. Board members and audience members made the following observations and recommendations:

- A. Hallberg shared an email from Rick Frieman regarding adding the City's resolution on the climate crisis to the list of key plans noted in the policy. Frieman elaborated on how a solar array paid for with Brownfield TIF capture might be a possible solution for creating a viable use on an otherwise contaminated site. The board members agreed that, if a viable project was proposed, there would be no reason for them not to consider the

application, and that not specifically referencing the resolution in question would not materially affect the policy as presented.

- B. At the board's request, staff reviewed which recommended changes to the policy came as a result of suggestions by other community representatives.
- C. Under item "6.f., Promote Utilization of Multimodal Transportation", Gallagher asked whether the board wanted to suggest requiring an applicant to address two listed issues, raising concerns that the category may be easy to qualify for and that it represents an investment criterion for extra benefit. The board directed Hallberg to add language indicating that the improvement must be both "substantial and justified by the developer."
- D. Herberg recommended that the same language be added to "6.j., Site Amenities", and the board agreed.
- E. Chair Lewandowski asked why, under "1.n", the applicant had to be a U.S. citizen. Campbell shared it is difficult to prosecute or otherwise hold accountable a person who has left the country. Dame stated it may be possible for a non-citizen to be represented by an accountable person who is a U.S. citizen. The board directed staff to check with legal counsel on whether adding "permanent legal resident non-citizen" would be a permitted addition to this section of the policy.

Motion by Campbell, seconded by Albertus, to recommend approval of the updates to the Brownfield Redevelopment Incentive Policy as amended, subject to review and alteration as required by the City Attorney regarding Section 1.n. Gallagher asked what the board should do if legal counsel recommends against the change. Staff proposed that the board should accept legal counsel's recommendation and the board agreed. Chair Lewandowski directed Hallberg to email the board with the document as amended and indicate to the board what legal counsel decided.

Motion carried, 5-0.

Staff Report –

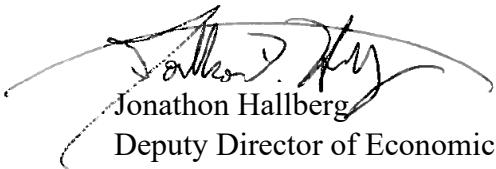
Hallberg shared the most recent TIF capture report for summer taxes. The board agreed to table any further presentations until the next meeting.

Statements of Citizens: none

Adjournment:

Motion by Herberg, seconded by Gallagher, to adjourn. Motion carried, 5-0. The meeting was adjourned at 9:34 am.

Respectfully submitted,



Jonathon Hallberg
Deputy Director of Economic Development

TO: Brownfield Redevelopment Authority**DATE:** February 21, 2025**FROM:** Jonathon Hallberg, Deputy Director of Economic Development**SUBJECT:** City of Portage Brownfield Redevelopment Plan Amendment No. 10, 3414 W. Centre Ave. (Tall Timbers LLC) – Request for Reimbursement

On July 11, 2022, the Authority recommended approval of Brownfield Redevelopment Plan No. 10, for 3414 W. Centre Ave., approved by City Council on August 9, 2022. This project involved development of approximately 13.53 acres with a 180-unit LEED certified apartment building, including a 147 space parking deck that preserve a majority of the site as a wetland. The approved brownfield plan for the \$42 Million development is for 25 years with five additional years for the Local Brownfield Revolving Fund. Development activities also resulted in a small retail space (coffee shop) and commitment by the owners to ensure 18 of the units are priced at MSHDA rental rate limits affordable to renters making between 80 and 120% of the Area Median Income throughout the reimbursement period. Six units will not exceed rent by bedroom at 80%, 100%, and 120% each, inclusive of gas, water, heat, and electricity. Two out of six in each income category will be two-bedroom units. The site was declared a contaminated eligible “facility” due to the presence of soil and groundwater contamination.

The estimated cost to complete all eligible activities, including contingencies, is \$11,182,806. In addition, the Brownfield Plan proposes to capture \$592,080 for Authority administrative cost, \$815,618 for the State Brownfield Redevelopment Fund as required by PA 381 and \$1,456,384 for the Local Brownfield Revolving Fund. Capture of tax increment revenue for the LBRF involves an additional five years after the 25-year developer reimbursement period. Based on the proposed 30 years of tax capture (including five years for the LBRF), the tax increment available for capture by all entities is \$15,069,675. Eligible activities associated with the site remediation/redevelopment efforts funded through state and local tax reimbursement included the following:

Department of Environment, Great Lakes and Energy (EGLE) Eligible Activities

- Limited Due Care Soil Sampling
- Due Care Plan

Michigan Strategic Fund (MSF) Eligible Activities

- **Infrastructure:** watermain and urban stormwater management measures
- **Parking Structure** (stone backfill, aggregate piers, precast concrete work/ foundations/ slabs, waterproofing, plumbing, mechanical, electrical, miscellaneous metal/ structural steel, painting, striping & numbering, drywall/ framing, doors & hardware, storefront, siding, windows, masonry, and overhead doors)
- **Site Preparation** consisting of the following:
 - Surveying and Staking
 - Clearing and Grubbing
 - Excavation to Support Underground Parking
 - Land Balancing
 - Sitework Grading
 - Geotechnical Engineering
 - Soil Erosion Control
 - Temporary Facilities
 - Site Preparation Engineering and Design
- **Contingency** of 6%
- **Interest** accrual of 3% from the time of Board approval of expenses to capture and repayment of eligible expenses
- **Brownfield Plan and Act 381 Work Plan** Preparation

The applicant has substantially completed the building construction and site improvement; two of the three apartment buildings have certificates of occupancy and the third has temporary certificates of occupancy. All are now occupied and a final certificate of occupancy for the third building is imminent. As a result, tax increment revenue is available for capture to reimburse the developer for previously approved and constructed eligible activities. Attached is a certification by Greg Dobson, authorized agent for Tall Timbers Portage, LLC, representing the cost reimbursement request is accurate and activities for which reimbursement is sought are eligible pursuant to Public Act 381 of 1996, as amended; copies of the contractor invoices and lien waivers (or comparable proof of payment) are also included.

Of the \$11,182,806 in estimated eligible expenses, Tall Timbers Portage, LLC, has issued verified proof of payment for eligible activities in the amount of \$10,175,954, which shall accrue annual interest of the unpaid balance at 3% beginning as of the date of BRA Board approval.

Full reimbursement is estimated to take approximately 25 years, starting in 2026, due to the amount of tax increment generated by the facility. The information submitted by the developer requesting reimbursement of eligible activities as outlined in the approved Brownfield Redevelopment Plan has been reviewed by the City Administration.

Recommendation:

Based on this review, staff recommends the Authority approve the request for reimbursement up to an amount of \$10,175,954, plus interest allowance, per the approved Brownfield Redevelopment Plan, and subject to any verified increases as permitted by the Development Agreement & Reimbursement Agreement and upon further review by the Brownfield Redevelopment Authority at future meetings between now the three-year deadline of March 27, 2026.

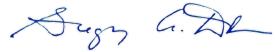
Bi-annual payments to the developer will continue until the developer is fully reimbursed or 25 years have elapsed, whichever occurs first.

Attachments: Statement from Greg Dobson, Tall Timbers Portage, LLC
Summary Cost Outline
Contractor invoices
Lien waivers or equivalent proof of payment

**Certification of Eligible Expenses
Tall Timber Project
Portage, Michigan**

I, Greg Dobson, Representing Tall Timbers of Portage, LLC, as its authorized agent, do certify that the attached costs are costs incurred and paid for by the eligible company for activities on the eligible property for the Tall Timbers at Greenspire project approved through a Development Agreement and Brownfield Reimbursement Agreement with the City of Portage Brownfield Redevelopment Authority on July 12, 2022.

Sincerely,



Greg Dobson
269.217.5477
gdobson@avbinc.com

EGLE Eligible Activities Costs and Schedule					
EGLE Eligible Activities	BUDGET	COST	Subcontractor	SOV Line Item or Breakout Description Location	City Staff Notes
Department Specific Activities	\$ 13,125	\$ 13,460			
<i>Limited Due Care Soil Sampling</i>	\$ 7,875	\$ 7,960	Stolz Environmental	<i>Stolz Invoices #21-1069-02, 01, #22-1069-02</i>	<i>X pd in full</i>
<i>Due Care Plan</i>	\$ 5,250	\$ 5,500	Stolz Environmental	<i>Stolz Invoice #22-1155-01</i>	<i>X pd in full</i>
EGLE Eligible Activities Subtotal	\$ 13,125	\$ 13,460			
MSF Eligible Activities Costs and Schedule					
MSF Eligible Activities	BUDGET	COST			
Infrastructure Improvements Sub-Total					
<i>Parking Structure- Total</i>	\$ 7,747,372	\$ 8,452,481			
PARKING STRUCTURE	\$ 7,512,445	\$ 7,938,586			
<i>Excavation</i>		See below	H&K		
<i>Stone Backfill</i>		\$ 74,706	H&K (CO #2)	<i>20076-31100 CO02, Oct 25 2024 payapp (includes partial waiver)</i>	<i>X pd in full</i>
<i>Aggregate Piers</i>		\$ 310,000	Peterson	<i>amount of contract, Peterson signed final payapp and lien waiver</i>	<i>X pd in full</i>
<i>Precast</i>		\$ 2,810,400	Kerkstra/Fabcon	<i>amount of contract, Fabcon payapp 02292024 and partial unconditional lien waiver</i>	<i>X pd in full</i>
<i>Concrete Foundations and Slabs</i>		\$ 2,019,591	Choice Concrete	<i>Choice final payapp parking garage breakout highlighted and lien waiver</i>	<i>X pd in full</i>
<i>Waterproofing</i>		\$ 108,150	CJs	<i>CJs Change Order 20076-07910 CO 1, CJs 11152024 payapp, CJs partial waiver 09032024</i>	<i>X pd in full</i>
<i>Plumbing</i>		\$ 332,000	Helmus	<i>Helmus 08252024R payapp parking garage breakout highlighted, Helmus partial waiver 10112024</i>	<i>X (pd. All but \$114,238 of a \$2,513,714 contract)</i>
<i>Mechancial</i>		\$ 225,000	Vliem Mech	<i>Vliem Mechanical.msg, Vliem 04252024 payapp (includes partial waiver), Vliem partial uc waiver 05242024</i>	<i>X (pd all but \$115,268 of a \$3,196,505 contract)</i>
<i>Electrical</i>		\$ 325,000	Esper Electric	<i>Esper parking garage breakout email, Esper 11192024 payapp, Esper partial waiver 10242024</i>	<i>X (proof of \$3,969,905 of \$4,178,848 pd)</i>
<i>Misc. Metals/Structural Steel</i>		\$ 175,794	OIK Industries	<i>OIK 11212024 payapp parkign garage highlighted, OIK partial waiver 08262024</i>	<i>X (proof of \$225,430 of \$250,478 pd)</i>
<i>Paint</i>		\$ 29,770	Logan Painting	<i>\$9,770 in garage paint, \$20,000 in CMU paint per Logan Painting.msg, Logan 11302024 payapp, Logan partial waiver 08252024</i>	<i>X (pd. \$779,259 of \$852,144 contract)</i>

Striping/Numbering		\$	1,350	Michigan Paving	MI Paving Invoice 11082024	X pd in full
Fire Protection		\$	125,717	Dependable Fire	Dependable parking garage breakout email, Dependable 11302024 payapp (which includes partial waiver)	X (pd. \$608,829.34 of \$735,477.05 contract)
Drywall/Framing		\$	35,000	Clark Drywall	Clark 09252024 payapp line 17 Change Order Basement Frame/Finish, Clark full waiver	X pd in full
Doors/HDWE		\$	167,901	SA Morman	SA Morman 10312024 payapp parking garage breakout highlighted, SA Morman partial waiver 10232024	X (pd. \$189,708.30 of \$216,645)
Elevator		\$	97,035	Kone	1/5 of Total Subcontract Value, Kone Inv 06132024	X (pd. \$401,728.50 of \$452,834)
Storefront		\$	120,000	Reliable Glass	Reliable Glass.msg, Reliable Glass 10312024 payapp, Reliable Glass partial waiver 10232024	X (pd. \$517,351.50 of \$587,221)
Siding		\$	51,000	Reliable Sheet Metal	1/2 of NewTech Siding Labor/Mtl Value, RSM 09302024 payapp lines 7&8, RSM full waiver	X pd in full
Windows		\$	19,347	Pella	Pella parking garage breakout email 12302024, Pella 1122024 payapp, Pella partial waiver 08262024	X (pd. \$1,784,679 of \$1,984,548)
Masonry		\$	743,275	Integrated Exteriors	\$360,000 in CMU (Integrated Exteriors.msg), \$383,275 in stone façade/waterproofing, Integrated 10232024 payapp stone wpf parking garage breakout highlighted, Integrated partial waiver 08262024	X (pd 992,892 of \$1,030,500)
Overhead Doors		\$	167,550	OHD of Battle Creek	amount of contract, payapp 06012024 not final billed, partial waiver 08052024	X pd in full
Water Mains*	\$ 143,481	\$ 182,720		H&K	Oct 25 2024 payapp SOV line 9 + 20076-31100 CO1 (payapp includes partial waiver)	X pd in full
Sewer Mains	\$ 91,446	\$ 331,175		H&K	Oct 25 2024 payapp SOV lines 8&10 (payapp includes partial waiver)	X pd in full

Site Preparation Sub-Total	\$ 391,379	\$ 471,809			
Staking	\$ 13,600	\$ 54,405	Hurley Stewart	<i>Multiple Invoices (see detail spreadsheet)</i>	X pd in full
<i>Clearing and Grubbing</i>	\$ 36,230	\$ 50,500	H&K	<i>Oct 25 2024 payapp SOV lines 2&3 (payapp includes partial waiver)</i>	X pd in full
<i>Excavation to Support Underground Parking</i>	\$ 47,769	\$ 101,000	H&K	<i>Oct 25 2024 payapp SOV line 7 (payapp includes partial waiver)</i>	X pd in full
<i>Land Balancing</i>	\$ 76,160	\$ 96,200	H&K	<i>Oct 25 2024 payapp SOV line 5 (payapp includes partial waiver)</i>	X pd in full
<i>Sitework Grading</i>	\$ 76,160	Incl. in Land Balancing	H&K		X pd in full
<i>Geotechnical Engineering</i>	\$ 5,440	\$ 11,367	Hurley Stewart	<i>Multiple Invoices</i>	X pd in full
<i>Soil Erosion Control</i>	\$ 16,320	\$ 10,400	H&K	<i>Oct 25 2024 payapp SOV line 1 (payapp includes partial waiver)</i>	X pd in full
<i>Temporary Facilities</i>	\$ 67,200	\$ 80,472			
<i>Site Prep Engineering and Design</i>	\$ 52,500	\$ 67,465	Hurley Stewart	<i>Multiple Invoices</i>	X pd in full
MSF Eligible Activities Sub-Total	\$ 8,138,751	\$ 9,438,185			
Contingency (6%)	\$ 488,325	incl. above & below			
MSF Eligible Activities Plus Contingency	\$ 8,627,076	\$ 9,438,185			
Interest (3%)	\$ 2,527,605	future			
Brownfield Plan & Act 381 Work Preparation	\$ 15,000	\$ 3,928	Michigan Growth Advisors	See attached PDF.	X pd in full
EGLE Eligible Activities Total Costs	\$ 13,125	\$ 13,460			
MSF Eligible Activities Total Costs	\$ 11,169,681	\$ 10,175,954			
Total Eligible Activities Total Costs	\$ 11,182,806	\$ 10,189,414			

Water Mains ADJUSTED UP \$1 TO MATCH
ORIGINAL SPREADSHEET*

MSF Eligible Activities Sub-Total	\$ 9,438,185			
General Conditions (4.58%)		\$ 432,260	AVB Construction	<i>Summary Calculations, payapp and partial waiver far exceeds prorated request</i>
Overhead & Fee (3.24%)		\$ 305,510	AVB Construction	X pd in full
Total MSF Eligible Activities		\$ 10,175,954		X pd in full



Department of Community Development

February 21, 2025

TO: City of Portage Brownfield Redevelopment Authority

FROM: Jonathon Hallberg, Deputy Director of Economic Development

SUBJECT: Green Development Ventures, LLC Act 381 Brownfield Plan – “Oakland Commons and Creekside Commons”, 9581 Oakland Drive and 8150 Creekside Drive

I. INTRODUCTION:

The [Brownfield Redevelopment Financing Act \(PA 381 of 1996, as amended\)](#) ("Act") allows a city, village, township or county to establish a Brownfield Redevelopment Program for the purposes of facilitating the reuse of contaminated, blighted, or functionally obsolete properties; historic resources; land bank properties; properties in targeted redevelopment areas, housing properties; and parcels that are adjacent and contiguous with qualified properties.

Per the resolution adopted by the City Council in July 2001, the City of Portage Brownfield Redevelopment Program was established to facilitate reuse of environmentally distressed, functionally obsolete, and/or blighted buildings and property in the community. This economic development program is intended to place vacant and/or underutilized/blighted properties back into productive use, fostering reinvestment in the city and, also, discouraging sprawl development.

Green Development Ventures, LLC, d.b.a. Allen Edwin Homes, has applied for two housing developments under one brownfield plan and P.A 381 work plan. The Developer intends to redevelop and improve the Property by establishing two separate for-lease housing developments, Oakland Commons and Creekside Commons. The combined developments will result in a total of 114 for-lease housing units and an estimated total capital investment of \$35,464,602.

Oakland Commons involves the construction of 58 new residential units at 9581 Oakland Drive, consisting of 26 single family homes that are anticipated to be 1,640-square foot 3-bedroom homes, three duplex buildings for a total of six residential units, six 3-plex buildings for a total of 18 residential units, and two 4-plex buildings for a total of eight residential units. Of the 58 for-lease housing units at Oakland Commons, 46 will be market rate housing units and 12 will be income qualified workforce housing units for a period of fifteen (15) years. The total capital investment for Oakland Commons is estimated at \$19,000,000.

Creekside Commons involves the construction of 46 new residential units at 8150 Creekside Drive, consisting of 38 single family homes that are anticipated to be 1,640-square foot 4-bedroom homes, and two 4-plex buildings resulting in eight attached residential units. Of the 46 for-lease housing units at Creekside Commons, 36 will be market rate housing units and 10 will be income qualified workforce housing units for a period of ten (10) years. The total capital investment for Creekside Commons is estimated at \$16,000,000.

As discussed below, Allen Edwin's Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act.



II. PROPOSED BROWNFIELD REDEVELOPMENT PLAN

Attached is a copy of the Allen Edwin Homes Act 381 Brownfield Plan. In addition to site preparation, infrastructure improvements, environmental activities, contingency costs, and housing subsidy financing gap costs at the subject properties. In accordance with the Act, Allen Edwin has identified specific housing needs through the Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022. Review of Census Tract 20.02 where the developments will occur indicate a five year increase of 8% in housing units compared with a population growth of 10.5% and a broadening housing gap that is being seen throughout the county. Both properties are eligible under the Act as a result of being defined as "Housing Properties."

Eligible activities associated with the site remediation efforts proposed to be funded through state and local tax reimbursement include the following:

Department of Environment, Great Lakes and Energy (EGLE) Eligible Activities

- Phase I Environmental Site Assessment ("ESA") at Oakland Commons.

Michigan State Housing Development Authority (MSHDA) and Local Tax Capture Eligible Activities

- Site Demolition at both locations.
- Site Preparation: Grading, soil erosion control, clearing, topsoil removal, wetland delineation, cut and fill, temporary access and construction facilities.
- Public Infrastructure Improvements: Pipework, Roads, Sidewalks, Water and Sewer Home Connection Fees and Tie Ins, Home Meter Fee, Driveways, Gas, Electric, Site Lighting, and Site Design, Engineering and Inspections.
- Contingency of 15%
- Interest of 3.5% on unreimbursed eligible expenses.
- Brownfield Plan/Act 381 Work Plan Preparation, Brownfield Plan and Administrative Expenses related to implementing the plan.
- Financing Gap activities for Rent Controlled Units for the duration of the rent control at each location, being 15 years for Oakland Commons and 10 years for Creekside Commons.

Because the City of Portage is a "qualified local unit of government", certain non-environmental costs can be reimbursed through a brownfield plan. Allen Edwin Homes' Brownfield Plan includes non-environmental eligible costs for demolition, site preparation, and infrastructure improvement, among others.

Allen Edwin seeks reimbursement for eligible activities through capture of both local and school tax dollars:

1. Specifically, Allen Edwin anticipates capture of \$2,973,399 for Oakland Commons, and \$2,553,006 for Creekside Commons, over 20 years based on a 2.5% inflation rate from school tax increment revenues for costs associated with the MSHDA Eligible Activities above, including: housing-specific infrastructure, demolition, water and sewer mains, stormwater management facility, site preparation, and brownfield/Act 381 work plans. Therefore, Allen Edwin has prepared an Act 381 Work Plan for approval by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan State

Housing Development Authority (MSHDA). Total school tax increment revenue capturable for eligible expenses is estimated at \$5,526,405.

2. EGLE Environmental costs covered through State Tax Reimbursement are forecast to be \$5,000.
3. The Affordable Housing Financing Gap payment for 15 years at Oakland Commons is estimated at \$4,855,375, and for 10 years at Creekside Commons is estimated at \$2,561,912. The total Affordable Housing Financing Gap payment is estimated at \$7,417,287.
4. In addition, the Act 381 Brownfield Plan anticipates capture of \$1,161,390 for Authority administrative cost, \$806,009 for the State Brownfield Redevelopment Fund, and \$2,715,229 for the Local Brownfield Revolving Fund.
5. As shown in Table 1 (Eligible Activity Costs) in the Act 381 Brownfield Plan, the estimated cost to complete all eligible activities, including a 15% contingency (\$594,993), and estimated interest of 3.5% on unpaid balances (\$2,470,266) is \$14,514,164.
6. The base year taxable value for purposes of capture of Tax Increment Revenue (TIR) is proposed to be 2026.

The developer has met three (3) investment criteria for Oakland Commons for: 1) housing development activities, 2) diversity of housing type, and 3) public space improvements for extension of city water lines beyond the needs of the development.

The developer has met three (3) investment criteria for Creekside Commons for: 1) housing development activities, 2) diversity of housing type, and 3) public space improvements for extension of sidewalks out to Centre Ave. along the right of way of properties not owned by the developer.

Consistent with the [City of Portage Brownfield Redevelopment Incentive Policy](#), capture of tax increment revenue for reimbursement of TST's eligible expenses is limited to 20 years (excluding the projected capture of tax increment revenue for the Local Brownfield Revolving Fund, which is projected to occur until year 25 of the Act 381 Brownfield Plan). Capture of tax increment revenue for the LBRF involves an additional five years after the developer reimbursement period.

III. CONCLUSION:

Allen Edwin Homes' Brownfield Redevelopment Plan Application is eligible for tax incremental financing under the Act. In accordance with the [City of Portage Brownfield Redevelopment Incentive Policy](#) ("Policy"), the applicant meets three investment criteria for each development and is thus eligible for up to a 20 year TIF capture period for reimbursement of Eligible Expenses.

Notwithstanding the above, approval of any Brownfield Redevelopment Plan Application is discretionary, and the ultimate decision to approve, or deny, an application lies with the Brownfield Redevelopment Authority ("Authority"). MCL § 125.2657. Though each plan is unique, the Authority should generally consider the following when evaluating each plan:

- **Meeting Goals of City of Portage Plans** (primarily City of Portage Comprehensive Plan, City of Portage Housing Needs Assessment and/or Market Analysis, or City of Portage Attainable Housing Plan of 2022)

- **Job Creation** (quality of the jobs created by a plan)
- **Investment** (how much it will cost to implement a plan)
- **Location** (whether a plan is in a blighted area where the Authority seeks redevelopment, and whether the proposed use is consistent with zoning and urban planning)
- **Project Type** (whether the plan is a project that the City wants to encourage in the community).

Along with the above considerations, the [City of Portage Brownfield Redevelopment Incentive Policy](#) ("Policy") lists a number of factors for the Authority to consider. As explained in the Policy, the City Council will use the following criteria when reviewing applications:

- The financial incentives to be provided for the plan will not result in the impairment of the operation or the financial soundness of any affected taxing unit.
- A public purpose will be served (expanded tax base, additional employment, income and capital investment in the community).
- The plan will provide for an expansion of the employment base in the community.
- The plan's proposed facilities will be compatible with the present and future requirements for city services such as roads, utilities, and public safety.
- The applicant meets current financial obligations to the city, is in compliance with all applicable state and city codes and ordinances and has no pending or current litigation against the City.
- That the project pro forma, financial structure and financing commitments justify the project need and financial viability.
- That the applicant will actively pursue State of Michigan funding through an Act 381 Work Plan and will collaborate with the Community Development Department throughout the application process.
- That the requested level of incentive is commensurate with the number of Investment Criteria met within the Policy.

IV. RECOMMENDATION:

In accordance with the Policy, the application qualifies for a Brownfield of up to 20 years for purposes of reimbursement of Eligible Expenses along with an additional five-year capture period contributing to the Local Brownfield Revolving Fund. It is recommended that the Authority condition approval of any application upon the execution of a mutually agreed upon development and reimbursement agreement. The Authority will review the subject Brownfield Redevelopment Plan application and related documents and develop a recommendation that will be forwarded to City Council through a formal vote by the Authority.

Attachments:

- Allen Edwin Brownfield Incentive Application
- Allen Edwin Homes Act 381 Brownfield Plan
- Draft Development and Reimbursement Agreement

ACT 381 BROWNFIELD PLAN

**Allen Edwin Homes
9581 Oakland Drive and 8150 Creekside Drive
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority**

February 17, 2025



Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Approved by the Brownfield Redevelopment Authority on _____

Approved by the City of Portage on _____

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- 2.2 Summary of Eligible Activities
- 2.3 Estimate of Captured Taxable Value and Tax Increment Revenues
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- 2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions
- 2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property
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- Table 2 Tax Capture Schedule
- Table 3 Reimbursement Schedule

ATTACHMENTS

- Attachment A Brownfield Plan Resolutions
- Attachment B Reimbursement Agreement
- Attachment C Site Plan
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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

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

The proposed redevelopment consists of two vacant parcels totaling 20.47 acres in the City of Portage. The project will involve preparing the sites for development to make way for 104 new residential units on the two properties. Allen Edwin Homes is one of Michigan's largest home builders with 30 years of building experience and over 10,000 homes built. Allen Edwin Homes builds homes that are 30-40% more efficient than a typical used home. Of the total 104 units, approximately 22 (21%) are expected to income restricted to at or below 100% of Area Median Income ("AMI"). The development on the 11.36-acre property located at 9581 Oakland Drive is named "Oakland Commons" and the development on the 9.11-acre property located at 8150 Creekside Drive is named "Creekside Commons." A detailed description of each development is provided below.

Oakland Commons will include 58 new residential units available for rent. The 58 units include 26 single family homes that are anticipated to be 1,640-square foot 3-bedroom homes, three duplex buildings for a total of six residential units, six 3-plex buildings for a total of 18 residential units, and two 4-plex buildings for a total of eight residential units. The project will be developed around a ring road that will include 18 single family homes in the interior of the ring road and the balance of the units on the outside of the ring road. The development will include multiple paved walking paths with a primary entrance from Oakland Drive and an additional emergency access drive with access from Shaver Road. The development anticipates approximately 20% of units to be income restricted to at or below 100% of Area Median Income ("AMI").

The total capital investment on Oakland Commons is expected to be approximately \$19 million. Construction on the project is planned to begin in the spring of 2025 and will be completed by summer of 2027.

Creekside Commons will include 46 new residential units available for rent. The 46 units will include 38 single family homes that are anticipated to be 1,640-square foot 4-bedroom homes, and two 4-plex buildings for a total of eight attached residential units. The development will include a connection road "Elton Lane" off of Creekside Drive that will connect to another cul-de-sac "Crestbrook Court." The single-family units will be developed along Crestbrook Court and the attached units will be developed along Creekside Drive.

The total capital investment on Creekside Commons is expected to be approximately \$16 million. Construction on the project is planned to begin in the spring of 2025 and will be completed by summer of 2028.

In total, the developments represent approximately \$35 million in investment that will be completed within three years of construction start in the Spring of 2025.

1.2 Identification of Housing Need

Specific Housing Need

The Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022 identified that the county required 7,750 new housing units in order to appropriately house the growth anticipated in the county. The report also indicated that 15,000 households in the county are in homes that do not meet their budget, and many others are in types of housing that do not meet their needs. The Census Tract that the Plan is located (Tract 20.02) grew by 10.5% over the preceding 5 years, which far outpaces the county average growth rate of 1.9%. However, the number of housing units in the Census Tract only grew by 8.0% over the same period, indicating a housing supply that is not keeping pace with demand for the area. Additionally, survey results from the Housing Plan indicate that the vast majority of residents prefer single family homes, however the current supply of single-family homes does not reflect the preference in the region. This project delivering 22 income restricted units will allow a diverse household cohort to occupy this development, and the creation of single-family homes and duplexes, 3-plexes, and 4-plexes will provide renters and families with a diverse option for rental property that what is traditionally offered in the rental market, such as multi-family development. This rental development will serve various needs of households and families with a diverse unit mix, making the development optimal to serve the needs of Portage and the County as a whole.

Job Growth Data

Southwest Michigan First, the economic development organization serving the 7-county region of Southwest Michigan, has announced 4,666 new jobs to the region between 2021 to 2023. This includes significant investment and job creation in Kalamazoo County and the City of Portage, including Pfizer Global Supply's 2022 announcement of a \$870M expansion which is expected to create 550 jobs, and Midwest Fasteners, which announced a \$10.4M expansion that will create and retain 124 jobs in Portage. The region is undergoing significant corporate investment that will require new employees in the region. Based on the specific housing need and job growth data in the area, the absorption of these new residential units is expected to be accelerated.

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a

dwelling." The development proposes 58 housing units on Parcel #10-00029-425-G and 46 units on Parcel #10-00021-125-J, thus these parcels are eligible property under Act 381.

Location and Legal Description

9581 Oakland Drive Parcel ID: 10-00029-425-G 11.36 Acres
Portage, MI 49024

Legal Description:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SEC 29, 3S, 11W: COMMENCING AT THE EAST 1/4 COR OF SEC 29, 3S, 11 W; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 331.47 FT ALG THE NORTH LI OF THE SE 1/4 OF SD SEC TO REFERENCE POINT "A"; TH SOUTH 90 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 90 DEG 554' 07" EAST) 331.47 FT ALG SD NORTH LI TO SD EAST 1/4 COR; TH NORTH 90 DEG 59' 23" EAST (PREVIOUSLY RECORDED AS EAST) 116.95 FT ALG THE SOUTH LI OF THE NW 1/4 OF SEC 28 3S, 11W TO THE NORTHWESTERLY ROW LI OF SHAVER RD; TH SOUTH 29 DEG 38' 07" WEST (PREVIOUSLY RECORDED AS SOUTH 29 DEG 39' WEST) 152.31 FT ALG SD ROW LI; TH NORTH 60 DEG 21' 53" WEST 145.41 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 198.90 FT PARALLEL W SD SOUTH LI; TH NORTH 44 DEG 50' 19" WEST 67.78 FT TO A LI EXTENDING SOUTH 00 DEG 05' 30" EAST FROM SD REFERENCE POINT "A"; TH NORTH 00 DEG 05' 30" WEST 12.78 FT TO SD REFERENCE POINT "A"; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 278.54 FT ALG SD NORTH LI TO THE POB; THN SOUTH 00 DEG 09' 41" WEST 753.56 FT; TH NORTH 89 DEG 50' 19" WEST 163.82 FT (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) PARALLEL W SD NORTH LI; TH SOUTH 00 DEG 09' 41" WEST 26 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 543.56 FT PARALLEL W SD NORTH LI TO THE WEST LI OF THE EAST 1/2 OF SD SE 1/4 AS ESTABLISHED BY "OAKLAND FARMS NORTH" SUBDIVISION; TH NORTH 00 DEG 04' 14" EAST (PREVIOUSLY RECORDED AS NORTH) 779.56FT ALG SD WEST LI OF THE EAST 1/2 TO SD NORTH LI OF THE SE 1/4; TH SOUTH 89 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 708.61 FT ALG SD NORTH LI OF THE SE 1/4 TO THE POB, CONTAINING 12.57 ACRES OF LAND. THE WESTERLY PORTION BEING SUBJECT TO EASEMENT FOR OAKLAND DR. SPLIT/COMBINED ON 08/20/2018 FROM 00029-425-E, 00029-425-C;

8150 Creekside Drive Parcel ID: 10-00021-125-J 9.11 Acres
Portage, MI 49024

Legal Description:

Unit 5 of Creekside Commons, a site condominium according to the Master Deed recorded in Document No. 2000-003766 and amended by First Amendment to Master Deed recorded as Document No. 2001-021465 in the Office of the Kalamazoo County Register of Deeds and designated as the Kalamazoo County Condominium Subdivision Plan No. 115, together with rights in general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

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

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Allen Edwin Homes ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities in this Brownfield Plan including contingency are anticipated to be \$12,043,898. The total cost of eligible activities related to Oakland Commons including contingency are anticipated to be \$6,933,610. The total cost of eligible activities related to Creekside Commons including contingency are anticipated to be \$5,110,288. Simple interest on unreimbursed eligible activities is also included as an eligible activity at 3.5%. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$806,009. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I Environmental Site Assessment ("ESA").

Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation and infrastructure improvement activities that are necessary for new housing development for income qualified households on eligible property.

2.2 Summary of Eligible Activities

2.2.1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I ESA will be required for the project and is anticipated to cost \$5,000. This is a cost statutorily approved for reimbursement with school taxes. The \$5,000 Phase I ESA is related to the Oakland Commons project.

2.2.2 Infrastructure

Infrastructure activities will include the construction of a stormwater retention systems, sanitary sewer and water main construction, sewer and water home connection fees and tie ins, home meter fees, gas and electric, sidewalk development, landscaping, and private

infrastructure, including driveways, site lighting and parking areas. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$3,037,133. The portion of the infrastructure improvements related to the Oakland Commons site is anticipated to be \$1,465,972 and the portion of the infrastructure improvements related to the Creekside Commons site is anticipated to be \$1,571,161.

2.2.3 Site Preparation

Site preparation activities will include soil erosion control; clearing, grubbing and topsoil removal; rough grading of the site, temporary site access and temporary construction facilities and controls. Engineering and design of these activities are also included as eligible activities. The total cost of these site preparation activities is anticipated to be \$891,985. The portion of the site preparation costs related to the Oakland Commons site is anticipated to be \$304,254 and the portion of the site preparation costs related to the Creekside Commons site is anticipated to be \$587,731.

2.2.4 Interest

Financing costs for the project are considered an eligible activity. This plan allows for 3.5% interest rate on the developer's unreimbursed eligible activities.

2.2.5 Contingency

A 15% contingency is included as an eligible activity. The contingency is estimated to be \$594,993. The portion of the contingency related to the Oakland Commons site is anticipated to be \$266,509 and the portion of the contingency related to the Creekside Commons site is anticipated to be \$328,484.

2.2.6 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA.

On the Oakland Commons site, the Total Housing Subsidy is anticipated to be \$286,049 in year one of the Plan. With a MSHDA Control Rent of \$3,910 for a 3-Bedroom and \$4,178 for a 4-Bedroom, the annual rent gap and total rent gap over the term of a 15-year affordability period are delineated below. There are anticipated to be

12 income qualified units as a part of this development for a total of 15 years of income restriction. This Plan anticipates a rental gap inflation rate of 2% over the 15 years of income restriction.

Type	MSHDA Control Rent	Project Rent (Year 1)	Rent Gap (Year 1)	Income Qualified Units	Annual Gap (Year 1)	Total Loss
3-Bed	\$3,910	\$1,959	\$23,412	5	\$117,060	
4-Bed	\$4,178	\$2,232.50	\$23,340	7	\$163,380	
Total				12	\$280,440	\$4,855,375

On the Creekside Commons site, the Total Housing Subsidy is anticipated to be \$238,215 in year one of the Plan. With a MSHDA Control Rent of 3,910 for a 3-Bedroom and \$4,178 for a 4-Bedroom, the annual rent gap and total rent gap over the term of a 10-year affordability period are delineated below. There are anticipated to be 10 income qualified units as a part of this development for a total of 10 years of income restriction. This Plan anticipates a rental gap inflation rate of 2% over the 10 years of income restriction.

Type	MSHDA Control Rent	Project Rent (Year 1)	Rent Gap (Year 1)	Income Qualified Units	Annual Gap (Year 1)	Total Loss
3-Bed	\$3,910	\$1,959	\$23,412	2	\$46,824	
4-Bed	\$4,178	\$2,232.50	\$23,340	8	\$186,720	
Total				10	\$233,544	\$2,561,912

The Total Housing Subsidy contemplated on the 22 units that will be income restricted based on MSHDA's Rent Control formula over a 15-year period of affordability in Oakland Commons and a 10-year period of affordability in Creekside Commons with 2% rental rate inflation is \$7,417,287.

2.2.7 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000.

2.2.8 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be \$30,000.

2.2.9 Local Brownfield Revolving Fund

Local Brownfield Revolving Fund capture is also included in this plan. Capture to the Local Brownfield Revolving Fund is anticipated to be \$2,715,229.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

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

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 20 years, with an additional 5 years of capture to the Local Brownfield Revolving Fund ("LBRF"). It is estimated that the redevelopment of the property will be completed in 2028 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2050. Capture of TIR is expected to begin in 2026, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

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

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2. It is anticipated that tax increment capture will remain independent between the two parcels and be reimbursed for eligible activities related to each independent parcel. The tax increment revenue reimbursement schedule will be defined in the reimbursement agreement.

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

The property consists of two parcels which total 20.47 acres in size and is located at 9581 Oakland Drive in Portage, Kalamazoo County (Parcel Identification Number 10-00029-425-G) and 8150 Creekside Drive in Portage, Kalamazoo County (Parcel Identification Number 10-00021-125-J). A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

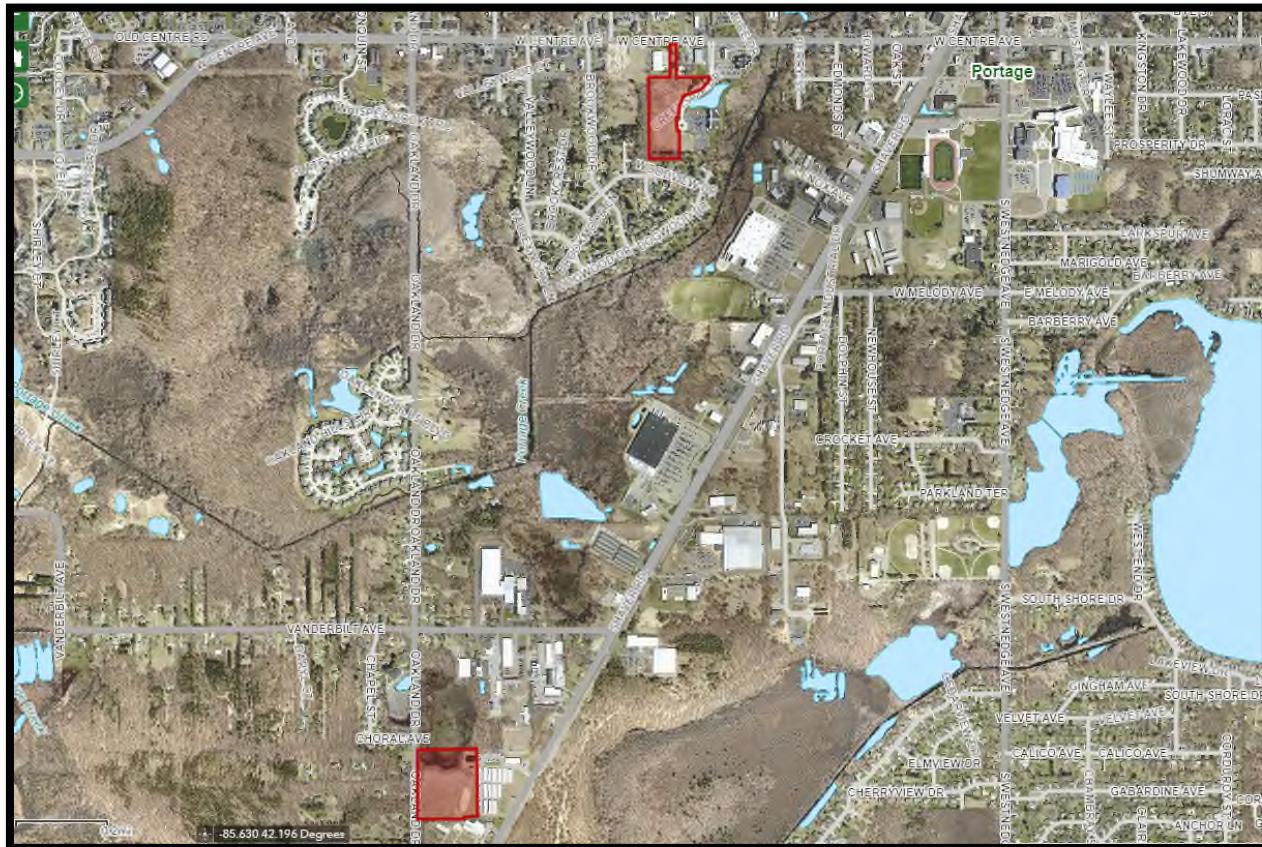
No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map



**9581 Oakland Drive
Portage, MI 49024**

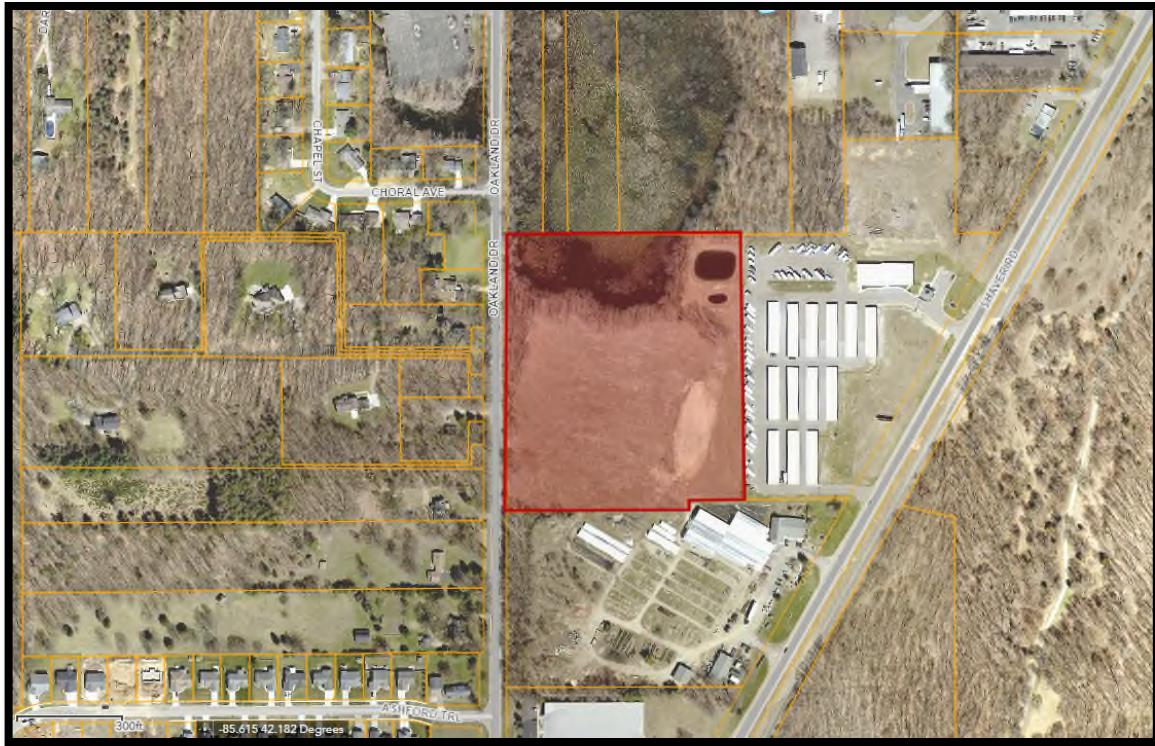
Parcel ID: 10-00029-425-G

11.36 Acres

**8150 Creekside Drive
Portage, MI 49024**

Parcel ID: 10-00021-125-J

9.11 Acres



**9581 Oakland Drive
Portage, MI 49024**

Parcel ID: 10-00029-425-G

11.36 Acres

Legal Description:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SEC 29, 3S, 11W: COMMENCING AT THE EAST 1/4 COR OF SEC 29, 3S, 11W; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 331.47 FT ALG THE NORTH LI OF THE SE 1/4 OF SD SEC TO REFERENCE POINT "A"; TH SOUTH 90 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 90 DEG 55' 07" EAST) 331.47 FT ALG SD NORTH LI TO SD EAST 1/4 COR; TH NORTH 90 DEG 59' 23" EAST (PREVIOUSLY RECORDED AS EAST) 116.95 FT ALG THE SOUTH LI OF THE NW 1/4 OF SEC 28 3S, 11W TO THE NORTHWESTERLY ROW LI OF SHAVER RD; TH SOUTH 29 DEG 38' 07" WEST (PREVIOUSLY RECORDED AS SOUTH 29 DEG 39' WEST) 152.31 FT ALG SD ROW LI; TH NORTH 60 DEG 21' 53" WEST 145.41 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 198.90 FT PARALLEL W SD SOUTH LI; TH NORTH 44 DEG 50' 19" WEST 67.78 FT TO A LI EXTENDING SOUTH 00 DEG 05' 30" EAST FROM SD REFERENCE POINT "A"; TH NORTH 00 DEG 05' 30" WEST 12.78 FT TO SD REFERENCE POINT "A"; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 278.54 FT ALG SD NORTH LI TO THE POB; THN SOUTH 00 DEG 09' 41" WEST 753.56 FT; TH NORTH 89 DEG 50' 19" WEST 163.82 FT (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) PARALLEL W SD NORTH LI; TH SOUTH 00 DEG 09' 41" WEST 26 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 543.56 FT PARALLEL W SD NORTH LI TO THE WEST LI OF THE EAST 1/2 OF SD SE 1/4 AS ESTABLISHED BY "OAKLAND FARMS NORTH" SUBDIVISION; TH NORTH 00 DEG 04' 14" EAST (PREVIOUSLY RECORDED AS NORTH) 779.56FT ALG SD WEST LI OF THE EAST 1/2 TO SD NORTH LI OF THE SE 1/4 ; TH SOUTH 89 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 708.61 FT ALG SD NORTH LI OF THE SE 1/4 TO THE POB, CONTAINING 12.57 ACRES OF LAND. THE WESTERLY PORTION BEING SUBJECT TO EASEMENT FOR OAKLAND DR. SPLIT/COMBINED ON 08/20/2018 FROM 00029-425-E, 00029-425-C;



**8150 Creekside Drive
Portage, MI 49024**

Parcel ID: 10-00021-125-J

9.11 Acres

Legal Description

Unit 5 of Creekside Commons, a site condominium according to the Master Deed recorded in Document No. 2000-003766 and amended by First Amendment to Master Deed recorded as Document No. 2001-021465 in the Office of the Kalamazoo County Register of Deeds and designated as the Kalamazoo County Condominium Subdivision Plan No. 115, together with rights in general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Table 1

Eligible Activity Costs



Eligible Activities Table
Allen Edwin Homes
9581 Oakland Dr and 8150 Creekside Dr
Portage, MI
February 2025

Allen Edwin Homes - Total Eligible Activities

EGLE Eligible Activities Costs and Schedule				
EGLE Eligible Activities	Oakland Commons	Creekside Commons	Total	Completion Season/Year
Department Specific Activities Sub-Total	\$ 5,000	\$ -	\$ 5,000	Winter 2023
Phase I Environmental Site Assessment	\$ 5,000	\$ -	\$ 5,000	
EGLE Eligible Activities Sub-Total	\$ 5,000	\$ -	\$ 5,000	
MSDHA Housing Development Activities Costs and Schedule <th data-kind="ghost"></th> <th data-kind="ghost"></th> <th data-kind="ghost"></th> <th data-kind="ghost"></th>				
MSDHA Eligible Activities	Oakland Commons	Creekside Commons	Cost	Completion Season/Year
Demolition Sub-Total	\$ 6,500	\$ 31,000	\$ 37,500	Spring 2025
Site Demolition	\$ 6,500	\$ 31,000	\$ 37,500	
Infrastructure Sub-Total	\$ 1,465,972	\$ 1,571,161	\$ 3,037,133	Spring 2025
Pipework, Roads and Sidewalks	\$ 1,081,131	\$ 1,253,551	\$ 2,334,682	
Site Design, Engineering and Inspections	\$ 83,561	\$ 56,250	\$ 139,811	
Water/Sewer Home Connection Fees	\$ 17,400	\$ 13,800	\$ 31,200	
Home Meter Fee	\$ 20,880	\$ 16,560	\$ 37,440	
Sewer and Water Home Tie In	\$ 72,500	\$ 57,500	\$ 130,000	
Driveways	\$ 130,500	\$ 103,500	\$ 234,000	
Gas	\$ 30,000	\$ 30,000	\$ 60,000	
Electric	\$ 30,000	\$ 40,000	\$ 70,000	
Site Lighting	\$ -	\$ -	\$ -	
Site Preparation Sub-Total	\$ 304,254	\$ 587,731	\$ 891,985	Spring 2025
Grading, soil erosion control, clearing, top soil removal, wetland delineation, cut and fill, temporary access and construction facilities	\$ 304,254	\$ 587,731	\$ 891,985	
Affordable Housing Financing Gap	\$ 4,855,375	\$ 2,561,912	\$ 7,417,287	
Brownfield Plan/Act 381 Work Plan	\$ 15,000	\$ 15,000	\$ 30,000	Winter 2025
Brownfield Plan Implementation	\$ 15,000	\$ 15,000	\$ 30,000	
MSHDA Eligible Activities Sub-Total	\$ 6,662,101	\$ 4,781,804	\$ 11,443,905	
Contingency (15%)	\$ 266,509	\$ 328,484	\$ 594,993	
Interest (3.5%)	\$ 1,224,179	\$ 1,246,087	\$ 2,470,266	
Total Brownfield Eligible Activities	\$ 8,157,789	\$ 6,356,375	\$ 14,514,164	

Table 2

Tax Capture Schedule



Tax Increment Financing Capture Schedule

Allen Edwin Homes

9581 Oakland Drive

Portage, MI

February 2025

Estimated Taxable Value (TV) Increase Rate: 2.50%

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139
Estimated New TV	\$ 2,543,103	\$ 6,047,500	\$ 6,198,688	\$ 6,353,655	\$ 6,512,496	\$ 6,675,308	\$ 6,842,191	\$ 7,013,246	\$ 7,188,577	\$ 7,368,292	\$ 7,552,499

Incremental Difference (New TV - Base TV) \$ 2,402,964 \$ 5,907,361 \$ 6,058,549 \$ 6,213,516 \$ 6,372,357 \$ 6,535,169 \$ 6,702,052 \$ 6,873,107 \$ 7,048,438 \$ 7,228,153 \$ 7,412,360

School Capture	Millage Rate										
State Education Tax (SET)	6.0000	\$ 14,418	\$ 35,444	\$ 36,351	\$ 37,281	\$ 38,234	\$ 39,211	\$ 40,212	\$ 41,239	\$ 42,291	\$ 43,369
School Operating Tax	17.5695	\$ 42,219	\$ 103,789	\$ 106,446	\$ 109,168	\$ 111,959	\$ 114,820	\$ 117,752	\$ 120,757	\$ 123,838	\$ 126,995
School Total	23.5695	\$ 56,637	\$ 139,234	\$ 142,797	\$ 146,449	\$ 150,193	\$ 154,031	\$ 157,964	\$ 161,996	\$ 166,128	\$ 170,364

Local Capture	Millage Rate										
County Public Safety	1.4380	\$ 3,455	\$ 8,495	\$ 8,712	\$ 8,935	\$ 9,163	\$ 9,398	\$ 9,638	\$ 9,884	\$ 10,136	\$ 10,394
County 911	0.6459	\$ 1,552	\$ 3,816	\$ 3,913	\$ 4,013	\$ 4,116	\$ 4,221	\$ 4,329	\$ 4,439	\$ 4,553	\$ 4,669
County Housing	0.7453	\$ 1,791	\$ 4,403	\$ 4,515	\$ 4,631	\$ 4,749	\$ 4,871	\$ 4,995	\$ 5,123	\$ 5,253	\$ 5,387
County Seniors	0.3462	\$ 832	\$ 2,045	\$ 2,097	\$ 2,151	\$ 2,206	\$ 2,262	\$ 2,320	\$ 2,379	\$ 2,440	\$ 2,502
KRESA ISD	6.9935	\$ 16,805	\$ 41,313	\$ 42,370	\$ 43,454	\$ 44,565	\$ 45,704	\$ 46,871	\$ 48,067	\$ 49,293	\$ 50,550
County Veteran Fund	0.1000	\$ 240	\$ 591	\$ 606	\$ 621	\$ 637	\$ 654	\$ 670	\$ 687	\$ 705	\$ 723
Portage District Library	1.4959	\$ 3,595	\$ 8,837	\$ 9,063	\$ 9,295	\$ 9,532	\$ 9,776	\$ 10,026	\$ 10,281	\$ 10,544	\$ 10,813
Library Extra	0.4986	\$ 1,198	\$ 2,945	\$ 3,021	\$ 3,098	\$ 3,177	\$ 3,258	\$ 3,342	\$ 3,427	\$ 3,514	\$ 3,604
City Operating	10.6400	\$ 25,568	\$ 62,854	\$ 64,463	\$ 66,112	\$ 67,802	\$ 69,534	\$ 71,310	\$ 73,130	\$ 74,995	\$ 76,908
School Site SF	0.4983	\$ 1,197	\$ 2,944	\$ 3,019	\$ 3,096	\$ 3,175	\$ 3,256	\$ 3,340	\$ 3,425	\$ 3,512	\$ 3,602
Cen Cnty Transit	0.8933	\$ 2,147	\$ 5,277	\$ 5,412	\$ 5,551	\$ 5,692	\$ 5,838	\$ 5,987	\$ 6,140	\$ 6,296	\$ 6,457
County Operating	4.6202	\$ 11,102	\$ 27,293	\$ 27,992	\$ 28,708	\$ 29,442	\$ 30,194	\$ 30,965	\$ 31,755	\$ 32,565	\$ 33,396
County Transit	0.3102	\$ 745	\$ 1,832	\$ 1,879	\$ 1,927	\$ 1,977	\$ 2,027	\$ 2,079	\$ 2,132	\$ 2,186	\$ 2,242
KVCC	2.7729	\$ 6,663	\$ 16,381	\$ 16,800	\$ 17,229	\$ 17,670	\$ 18,121	\$ 18,584	\$ 19,058	\$ 19,545	\$ 20,043
	31.9983	\$ 76,891	\$ 189,026	\$ 193,863	\$ 198,822	\$ 203,905	\$ 209,114	\$ 214,454	\$ 219,928	\$ 225,538	\$ 231,289
											\$ 237,183

Non-Capturable Millages	Millage Rate										
School Debt	6.8500	\$ 16,460	\$ 40,465	\$ 41,501	\$ 42,563	\$ 43,651	\$ 44,766	\$ 45,909	\$ 47,081	\$ 48,282	\$ 49,513
County Juvenile	0.1668	\$ 401	\$ 985	\$ 1,011	\$ 1,036	\$ 1,063	\$ 1,090	\$ 1,118	\$ 1,146	\$ 1,176	\$ 1,206
Total Non-Capturable Taxes	7.0168	\$ 16,861	\$ 41,451	\$ 42,512	\$ 43,599	\$ 44,714	\$ 45,856	\$ 47,027	\$ 48,227	\$ 49,457	\$ 50,719
											\$ 52,011
	62.5846										

Total Tax Increment Revenue (TIR) Available for Capture \$ 133,527 \$ 328,259 \$ 336,660 \$ 345,271 \$ 354,098 \$ 363,145 \$ 372,418 \$ 381,923 \$ 391,666 \$ 401,653 \$ 411,889

Footnotes:	
Average Single Family taxable Value	\$ 157,500
Average Duplex TV	\$ 138,208
Average 3-Plex TV	\$ 96,011
Average 4-Plex TV	\$ 93,341
Percentage of Homestead units	0%

Single Family Home Construction	8	18	0	0	0	
Duplex Construction	0	6	0	0	0	
3-Plex Construction	9	9	0	0	0	
4-Plex Construction	8	0	0	0	0	

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6

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8

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Tax Increment Financing Capture Schedule

Allen Edwin Homes

9581 Oakland Drive

Portage, MI

February 2025

12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ 140,139	\$ -
\$ 7,741,311	\$ 7,934,844	\$ 8,133,215	\$ 8,336,546	\$ 8,544,959	\$ 8,758,583	\$ 8,977,548	\$ 9,201,986	\$ 9,432,036	\$ 9,667,837	\$ 9,909,533	\$ 10,157,271	\$ 10,411,203	\$ 10,671,483	\$ -
\$ 7,601,172	\$ 7,794,705	\$ 7,993,076	\$ 8,196,407	\$ 8,404,820	\$ 8,618,444	\$ 8,837,409	\$ 9,061,847	\$ 9,291,897	\$ 9,527,698	\$ 9,769,394	\$ 10,017,132	\$ 10,271,064	\$ 10,531,344	\$ -
\$ 45,607	\$ 46,768	\$ 47,958	\$ 49,178	\$ 50,429	\$ 51,711	\$ 53,024	\$ 54,371	\$ 55,751						\$ 867,323
\$ 133,549	\$ 136,949	\$ 140,434	\$ 144,007	\$ 147,668	\$ 151,422	\$ 155,269	\$ 159,212	\$ 163,254						\$ 2,539,738
\$ 179,156	\$ 183,717	\$ 188,393	\$ 193,185	\$ 198,097	\$ 203,132	\$ 208,293	\$ 213,583	\$ 219,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,407,061
\$ 10,930	\$ 11,209	\$ 11,494	\$ 11,786	\$ 12,086	\$ 12,393	\$ 12,708	\$ 13,031	\$ 13,362	\$ 13,701	\$ 14,048	\$ 14,405	\$ 14,770	\$ 15,144	\$ 279,936
\$ 4,910	\$ 5,035	\$ 5,163	\$ 5,294	\$ 5,429	\$ 5,567	\$ 5,708	\$ 5,853	\$ 6,002	\$ 6,154	\$ 6,310	\$ 6,470	\$ 6,634	\$ 6,802	\$ 125,738
\$ 5,665	\$ 5,809	\$ 5,957	\$ 6,109	\$ 6,264	\$ 6,423	\$ 6,587	\$ 6,754	\$ 6,925	\$ 7,101	\$ 7,281	\$ 7,466	\$ 7,655	\$ 7,849	\$ 145,088
\$ 2,632	\$ 2,699	\$ 2,767	\$ 2,838	\$ 2,910	\$ 2,984	\$ 3,060	\$ 3,137	\$ 3,217	\$ 3,298	\$ 3,382	\$ 3,468	\$ 3,556	\$ 3,646	\$ 67,395
\$ 53,159	\$ 54,512	\$ 55,900	\$ 57,322	\$ 58,779	\$ 60,273	\$ 61,804	\$ 63,374	\$ 64,983	\$ 66,632	\$ 68,322	\$ 70,055	\$ 71,831	\$ 73,651	\$ 1,361,428
\$ 760	\$ 779	\$ 799	\$ 820	\$ 840	\$ 862	\$ 884	\$ 906	\$ 929	\$ 953	\$ 977	\$ 1,002	\$ 1,027	\$ 1,053	\$ 19,467
\$ 11,371	\$ 11,660	\$ 11,957	\$ 12,261	\$ 12,573	\$ 12,892	\$ 13,220	\$ 13,556	\$ 13,900	\$ 14,252	\$ 14,614	\$ 14,985	\$ 15,364	\$ 15,754	\$ 291,208
\$ 3,790	\$ 3,886	\$ 3,985	\$ 4,087	\$ 4,191	\$ 4,297	\$ 4,406	\$ 4,518	\$ 4,633	\$ 4,751	\$ 4,871	\$ 4,995	\$ 5,121	\$ 5,251	\$ 97,063
\$ 80,876	\$ 82,936	\$ 85,046	\$ 87,210	\$ 89,427	\$ 91,700	\$ 94,030	\$ 96,418	\$ 98,866	\$ 101,375	\$ 103,946	\$ 106,582	\$ 109,284	\$ 112,054	\$ 2,071,293
\$ 3,788	\$ 3,884	\$ 3,983	\$ 4,084	\$ 4,188	\$ 4,295	\$ 4,404	\$ 4,516	\$ 4,630	\$ 4,748	\$ 4,868	\$ 4,992	\$ 5,118	\$ 5,248	\$ 97,004
\$ 6,790	\$ 6,963	\$ 7,140	\$ 7,322	\$ 7,508	\$ 7,699	\$ 7,894	\$ 8,095	\$ 8,300	\$ 8,511	\$ 8,727	\$ 8,948	\$ 9,175	\$ 9,408	\$ 173,899
\$ 35,119	\$ 36,013	\$ 36,930	\$ 37,869	\$ 38,832	\$ 39,819	\$ 40,831	\$ 41,868	\$ 42,930	\$ 44,020	\$ 45,137	\$ 46,281	\$ 47,454	\$ 48,657	\$ 899,416
\$ 2,358	\$ 2,418	\$ 2,479	\$ 2,543	\$ 2,607	\$ 2,673	\$ 2,741	\$ 2,811	\$ 2,882	\$ 2,955	\$ 3,030	\$ 3,107	\$ 3,186	\$ 3,267	\$ 60,387
\$ 21,077	\$ 21,614	\$ 22,164	\$ 22,728	\$ 23,306	\$ 23,898	\$ 24,505	\$ 25,128	\$ 25,766	\$ 26,419	\$ 27,090	\$ 27,777	\$ 28,481	\$ 29,202	\$ 539,802
\$ 243,225	\$ 249,417	\$ 255,765	\$ 262,271	\$ 268,940	\$ 275,776	\$ 282,782	\$ 289,964	\$ 297,325	\$ 304,870	\$ 312,604	\$ 320,531	\$ 328,657	\$ 336,985	\$ 6,229,123
\$ 52,068	\$ 53,394	\$ 54,753	\$ 56,145	\$ 57,573	\$ 59,036	\$ 60,536	\$ 62,074	\$ 63,649	\$ 65,265	\$ 66,920	\$ 68,617	\$ 70,357	\$ 72,140	\$ 1,333,492
\$ 1,268	\$ 1,300	\$ 1,333	\$ 1,367	\$ 1,402	\$ 1,438	\$ 1,474	\$ 1,512	\$ 1,550	\$ 1,589	\$ 1,630	\$ 1,671	\$ 1,713	\$ 1,757	\$ 32,471
\$ 53,336	\$ 54,694	\$ 56,086	\$ 57,513	\$ 58,975	\$ 60,474	\$ 62,010	\$ 63,585	\$ 65,199	\$ 66,854	\$ 68,550	\$ 70,288	\$ 72,070	\$ 73,896	\$ 1,365,964
\$ 422,380	\$ 433,135	\$ 444,158	\$ 455,456	\$ 467,037	\$ 478,908	\$ 491,075	\$ 503,547	\$ 516,330	\$ 304,870	\$ 312,604	\$ 320,531	\$ 328,657	\$ 336,985	\$ 9,636,184



Tax Increment Financing Capture Schedule

Allen Edwin Homes

8150 Creekside Dr

Portage, MI

February 2025

Estimated Taxable Value (TV) Increase Rate: 2.50%

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800
Estimated New TV	\$ 1,705,800	\$ 3,998,445	\$ 5,598,406	\$ 5,738,366	\$ 5,881,825.44	\$ 6,028,871	\$ 6,179,593	\$ 6,334,083	\$ 6,492,435	\$ 6,654,746	\$ 6,821,114

Incremental Difference (New TV - Base TV) \$ 1,360,000 \$ 3,652,645 \$ 5,252,606 \$ 5,392,566 \$ 5,536,025 \$ 5,683,071 \$ 5,833,793 \$ 5,988,283 \$ 6,146,635 \$ 6,308,946 \$ 6,475,314

School Capture	Millage Rate										
State Education Tax (SET)	6.0000	\$ 8,160	\$ 21,916	\$ 31,516	\$ 32,355	\$ 33,216	\$ 34,098	\$ 35,003	\$ 35,930	\$ 36,880	\$ 37,854
School Operating Tax	17.5695	\$ 23,895	\$ 64,175	\$ 92,286	\$ 94,745	\$ 97,265	\$ 99,849	\$ 102,497	\$ 105,211	\$ 107,993	\$ 110,845
School Total	23.5695	\$ 32,055	\$ 86,091	\$ 123,801	\$ 127,100	\$ 130,481	\$ 133,947	\$ 137,500	\$ 141,141	\$ 144,873	\$ 148,699

Local Capture	Millage Rate										
County Public Safety	1.4380	\$ 1,956	\$ 5,253	\$ 7,553	\$ 7,755	\$ 7,961	\$ 8,172	\$ 8,389	\$ 8,611	\$ 8,839	\$ 9,072
County 911	0.6459	\$ 878	\$ 2,359	\$ 3,393	\$ 3,483	\$ 3,576	\$ 3,671	\$ 3,768	\$ 3,868	\$ 3,970	\$ 4,075
County Housing	0.7453	\$ 1,014	\$ 2,722	\$ 3,915	\$ 4,019	\$ 4,126	\$ 4,236	\$ 4,348	\$ 4,463	\$ 4,581	\$ 4,702
County Seniors	0.3462	\$ 471	\$ 1,265	\$ 1,818	\$ 1,867	\$ 1,917	\$ 1,967	\$ 2,020	\$ 2,073	\$ 2,128	\$ 2,184
KRESA ISD	6.9935	\$ 9,511	\$ 25,545	\$ 36,734	\$ 37,713	\$ 38,716	\$ 39,745	\$ 40,799	\$ 41,879	\$ 42,986	\$ 44,122
County Veteran Fund	0.1000	\$ 136	\$ 365	\$ 525	\$ 539	\$ 554	\$ 568	\$ 583	\$ 599	\$ 615	\$ 631
Portage District Library	1.4959	\$ 2,034	\$ 5,464	\$ 7,857	\$ 8,067	\$ 8,281	\$ 8,501	\$ 8,727	\$ 8,958	\$ 9,195	\$ 9,438
Library Extra	0.4986	\$ 678	\$ 1,821	\$ 2,619	\$ 2,689	\$ 2,760	\$ 2,834	\$ 2,909	\$ 2,986	\$ 3,065	\$ 3,146
City Operating	10.6400	\$ 14,470	\$ 38,864	\$ 55,888	\$ 57,377	\$ 58,903	\$ 60,468	\$ 62,072	\$ 63,715	\$ 65,400	\$ 68,897
School Site SF	0.4983	\$ 678	\$ 1,820	\$ 2,617	\$ 2,687	\$ 2,759	\$ 2,832	\$ 2,907	\$ 2,984	\$ 3,063	\$ 3,144
Cen Cnty Transit	0.8933	\$ 1,215	\$ 3,263	\$ 4,692	\$ 4,817	\$ 4,945	\$ 5,077	\$ 5,211	\$ 5,349	\$ 5,491	\$ 5,636
County Operating	4.6202	\$ 6,283	\$ 16,876	\$ 24,268	\$ 24,915	\$ 25,578	\$ 26,257	\$ 26,953	\$ 27,667	\$ 28,399	\$ 29,149
County Transit	0.3102	\$ 422	\$ 1,133	\$ 1,629	\$ 1,673	\$ 1,717	\$ 1,763	\$ 1,810	\$ 1,858	\$ 1,907	\$ 1,957
KVCC	2.7729	\$ 3,771	\$ 10,128	\$ 14,565	\$ 14,953	\$ 15,351	\$ 15,759	\$ 16,177	\$ 16,605	\$ 17,044	\$ 17,494
	31.9983	\$ 43,518	\$ 116,878	\$ 168,074	\$ 172,553	\$ 177,143	\$ 181,849	\$ 186,671	\$ 191,615	\$ 196,682	\$ 201,876

Non-Capturable Millages	Millage Rate										
School Debt	6.8500	\$ 9,316	\$ 25,021	\$ 35,980	\$ 36,939	\$ 37,922	\$ 38,929	\$ 39,961	\$ 41,020	\$ 42,104	\$ 43,216
County Juvenile	0.1668	\$ 227	\$ 609	\$ 876	\$ 899	\$ 923	\$ 948	\$ 973	\$ 999	\$ 1,025	\$ 1,052
Total Non-Capturable Taxes	7.0168	\$ 9,543	\$ 25,630	\$ 36,856	\$ 37,839	\$ 38,845	\$ 39,877	\$ 40,935	\$ 42,019	\$ 43,130	\$ 44,269

Total Tax Increment Revenue (TIR) Available for Capture \$ 75,572 \$ 202,969 \$ 291,876 \$ 299,653 \$ 307,625 \$ 315,796 \$ 324,171 \$ 332,756 \$ 341,555 \$ 350,574 \$ 359,819

Footnotes:											
Average Single Family taxable Value	\$ 125,000										
Average Duplex TV	\$ -										
Average 3-Plex TV	\$ -										
Average 4-Plex TV	\$ 45,000										
Percentage of Homestead units	0%										

Single Family Home Construction	8	18	12	0	0						
Duplex Construction	0	0	0	0	0						
3-Plex Construction	0	0	0	0	0						
4-Plex Construction	8	0	0	0	0						

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0

0

8

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Tax Increment Financing Capture Schedule

Allen Edwin Homes

8150 Creekside Dr

Portage, MI

February 2025

12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ 345,800	\$ -
\$ 6,991,642	\$ 7,166,433	\$ 7,345,594	\$ 7,529,234	\$ 7,717,465	\$ 7,910,401	\$ 8,108,161	\$ 8,310,865	\$ 8,518,637	\$ 8,731,603	\$ 8,949,893	\$ 9,173,640	\$ 9,402,981	\$ 9,638,056	\$ -
\$ 6,645,842	\$ 6,820,633	\$ 6,999,794	\$ 7,183,434	\$ 7,371,665	\$ 7,564,601	\$ 7,762,361	\$ 7,965,065	\$ 8,172,837	\$ 8,385,803	\$ 8,604,093	\$ 8,827,840	\$ 9,057,181	\$ 9,292,256	\$ -
\$ 39,875	\$ 40,924	\$ 41,999	\$ 43,101	\$ 44,230	\$ 45,388	\$ 46,574	\$ 47,790	\$ 49,037						\$ 744,697
\$ 116,764	\$ 119,835	\$ 122,983	\$ 126,209	\$ 129,516	\$ 132,906	\$ 136,381	\$ 139,942	\$ 143,593						\$ 2,180,658
\$ 156,639	\$ 160,759	\$ 164,982	\$ 169,310	\$ 173,746	\$ 178,294	\$ 182,955	\$ 187,733	\$ 192,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,925,355
\$ 9,557	\$ 9,808	\$ 10,066	\$ 10,330	\$ 10,600	\$ 10,878	\$ 11,162	\$ 11,454	\$ 11,753	\$ 12,059	\$ 12,373	\$ 12,694	\$ 13,024	\$ 13,362	\$ 241,991
\$ 4,293	\$ 4,405	\$ 4,521	\$ 4,640	\$ 4,761	\$ 4,886	\$ 5,014	\$ 5,145	\$ 5,279	\$ 5,416	\$ 5,557	\$ 5,702	\$ 5,850	\$ 6,002	\$ 108,694
\$ 4,953	\$ 5,083	\$ 5,217	\$ 5,354	\$ 5,494	\$ 5,638	\$ 5,785	\$ 5,936	\$ 6,091	\$ 6,250	\$ 6,413	\$ 6,579	\$ 6,750	\$ 6,926	\$ 125,422
\$ 2,301	\$ 2,361	\$ 2,423	\$ 2,487	\$ 2,552	\$ 2,619	\$ 2,687	\$ 2,758	\$ 2,829	\$ 2,903	\$ 2,979	\$ 3,056	\$ 3,136	\$ 3,217	\$ 58,260
\$ 46,478	\$ 47,700	\$ 48,953	\$ 50,237	\$ 51,554	\$ 52,903	\$ 54,286	\$ 55,704	\$ 57,157	\$ 58,646	\$ 60,173	\$ 61,738	\$ 63,341	\$ 64,985	\$ 1,176,889
\$ 665	\$ 682	\$ 700	\$ 718	\$ 737	\$ 756	\$ 776	\$ 797	\$ 817	\$ 839	\$ 860	\$ 883	\$ 906	\$ 929	\$ 16,828
\$ 9,942	\$ 10,203	\$ 10,471	\$ 10,746	\$ 11,027	\$ 11,316	\$ 11,612	\$ 11,915	\$ 12,226	\$ 12,544	\$ 12,871	\$ 13,206	\$ 13,549	\$ 13,900	\$ 251,735
\$ 3,314	\$ 3,401	\$ 3,490	\$ 3,582	\$ 3,676	\$ 3,772	\$ 3,870	\$ 3,971	\$ 4,075	\$ 4,181	\$ 4,290	\$ 4,402	\$ 4,516	\$ 4,633	\$ 83,906
\$ 70,712	\$ 72,572	\$ 74,478	\$ 76,432	\$ 78,435	\$ 80,487	\$ 82,592	\$ 84,748	\$ 86,959	\$ 89,225	\$ 91,548	\$ 93,928	\$ 96,368	\$ 98,870	\$ 1,790,534
\$ 3,312	\$ 3,399	\$ 3,488	\$ 3,580	\$ 3,673	\$ 3,769	\$ 3,868	\$ 3,969	\$ 4,073	\$ 4,179	\$ 4,287	\$ 4,399	\$ 4,513	\$ 4,630	\$ 83,856
\$ 5,937	\$ 6,093	\$ 6,253	\$ 6,417	\$ 6,585	\$ 6,757	\$ 6,934	\$ 7,115	\$ 7,301	\$ 7,491	\$ 7,686	\$ 7,886	\$ 8,091	\$ 8,301	\$ 150,327
\$ 30,705	\$ 31,513	\$ 32,340	\$ 33,189	\$ 34,059	\$ 34,950	\$ 35,864	\$ 36,800	\$ 37,760	\$ 38,744	\$ 39,753	\$ 40,786	\$ 41,846	\$ 42,932	\$ 777,502
\$ 2,062	\$ 2,116	\$ 2,171	\$ 2,228	\$ 2,287	\$ 2,347	\$ 2,408	\$ 2,471	\$ 2,535	\$ 2,601	\$ 2,669	\$ 2,738	\$ 2,810	\$ 2,882	\$ 52,201
\$ 18,428	\$ 18,913	\$ 19,410	\$ 19,919	\$ 20,441	\$ 20,976	\$ 21,524	\$ 22,086	\$ 22,662	\$ 23,253	\$ 23,858	\$ 24,479	\$ 25,115	\$ 25,766	\$ 466,633
\$ 212,656	\$ 218,249	\$ 223,982	\$ 229,858	\$ 235,881	\$ 242,054	\$ 248,382	\$ 254,869	\$ 261,517	\$ 268,331	\$ 275,316	\$ 282,476	\$ 289,814	\$ 297,336	\$ 5,384,779
\$ 45,524	\$ 46,721	\$ 47,949	\$ 49,207	\$ 50,496	\$ 51,818	\$ 53,172	\$ 54,561	\$ 55,984	\$ 57,443	\$ 58,938	\$ 60,471	\$ 62,042	\$ 63,652	\$ 1,152,741
\$ 1,109	\$ 1,138	\$ 1,168	\$ 1,198	\$ 1,230	\$ 1,262	\$ 1,295	\$ 1,329	\$ 1,363	\$ 1,399	\$ 1,435	\$ 1,472	\$ 1,511	\$ 1,550	\$ 28,070
\$ 46,633	\$ 47,859	\$ 49,116	\$ 50,405	\$ 51,725	\$ 53,079	\$ 54,467	\$ 55,889	\$ 57,347	\$ 58,842	\$ 60,373	\$ 61,943	\$ 63,552	\$ 65,202	\$ 1,180,810
\$ 369,295	\$ 379,008	\$ 388,963	\$ 399,168	\$ 409,627	\$ 420,348	\$ 431,337	\$ 442,601	\$ 454,147	\$ 268,331	\$ 275,316	\$ 282,476	\$ 289,814	\$ 297,336	\$ 8,310,134



Tax Increment Financing Capture Schedule

Allen Edwin Homes

Summary Capture

Portage, MI

February 2025

Estimated Taxable Value (TV) Increase Rate: 2.50%

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939
Estimated New TV	\$ 4,248,903	\$ 10,045,945	\$ 11,797,094	\$ 12,092,021	\$ 12,394,321	\$ 12,704,180	\$ 13,021,784	\$ 13,347,329	\$ 13,681,012	\$ 14,023,037	\$ 14,373,613
Incremental Difference (New TV - Base TV)	\$ 3,762,964	\$ 9,560,006	\$ 11,311,155	\$ 11,606,082	\$ 11,908,382	\$ 12,218,241	\$ 12,535,845	\$ 12,861,390	\$ 13,195,073	\$ 13,537,098	\$ 13,887,674

School Capture	Millage Rate
State Education Tax (SET)	6.0000
School Operating Tax	17.5695
School Total	23.5695

Local Capture	Millage Rate
County Public Safety	1.4380
County 911	0.6459
County Housing	0.7453
County Seniors	0.3462
KRESA ISD	6.9935
County Veteran Fund	0.1000
Portage District Library	1.4959
Library Extra	0.4986
City Operating	10.6400
School Site SF	0.4983
Cen Cnty Transit	0.8933
County Operating	4.6202
County Transit	0.3102
KVCC	2.7729
	31.9983
	\$ 120,408
	\$ 305,904
	\$ 361,938
	\$ 371,375
	\$ 381,048
	\$ 390,963
	\$ 401,126
	\$ 411,543
	\$ 422,220
	\$ 433,164
	\$ 444,382

Non-Capturable Millages	Millage Rate
School Debt	6.8500
County Juvenile	0.1668
Total Non-Capturable Taxes	7.0168
	62.5846

Total Tax Increment Revenue (TIR) Available for Capture \$ 209,100 \$ 531,229 \$ 628,536 \$ 644,924 \$ 661,723 \$ 678,941 \$ 696,589 \$ 714,679 \$ 733,221 \$ 752,227 \$ 771,707



Tax Increment Financing Capture Schedule

Allen Edwin Homes

Summary Capture

Portage, MI

February 2025

12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ 485,939	\$ -
\$ 14,732,953	\$ 15,101,277	\$ 15,478,809	\$ 15,865,779	\$ 16,262,424	\$ 16,668,984	\$ 17,085,709	\$ 17,512,852	\$ 17,950,673	\$ 18,399,440	\$ 18,859,426	\$ 19,330,912	\$ 19,814,184	\$ 20,309,539	\$ -
\$ 14,247,014	\$ 14,615,338	\$ 14,992,870	\$ 15,379,840	\$ 15,776,485	\$ 16,183,045	\$ 16,599,770	\$ 17,026,913	\$ 17,464,734	\$ 17,913,501	\$ 18,373,487	\$ 18,844,973	\$ 19,328,245	\$ 19,823,600	\$ -
\$ 85,482	\$ 87,692	\$ 89,957	\$ 92,279	\$ 94,659	\$ 97,098	\$ 99,599	\$ 102,161	\$ 104,788						\$ 1,612,020
\$ 250,313	\$ 256,784	\$ 263,417	\$ 270,216	\$ 277,185	\$ 284,328	\$ 291,650	\$ 299,154	\$ 306,847						\$ 4,720,396
\$ 335,795	\$ 344,476	\$ 353,374	\$ 362,495	\$ 371,844	\$ 381,426	\$ 391,248	\$ 401,316	\$ 411,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,332,416
\$ 20,487	\$ 21,017	\$ 21,560	\$ 22,116	\$ 22,687	\$ 23,271	\$ 23,870	\$ 24,485	\$ 25,114	\$ 25,760	\$ 26,421	\$ 27,099	\$ 27,794	\$ 28,506	\$ 521,927
\$ 9,202	\$ 9,440	\$ 9,684	\$ 9,934	\$ 10,190	\$ 10,453	\$ 10,722	\$ 10,998	\$ 11,280	\$ 11,570	\$ 11,867	\$ 12,172	\$ 12,484	\$ 12,804	\$ 234,432
\$ 10,618	\$ 10,893	\$ 11,174	\$ 11,463	\$ 11,758	\$ 12,061	\$ 12,372	\$ 12,690	\$ 13,016	\$ 13,351	\$ 13,694	\$ 14,045	\$ 14,405	\$ 14,775	\$ 270,509
\$ 4,932	\$ 5,060	\$ 5,191	\$ 5,325	\$ 5,462	\$ 5,603	\$ 5,747	\$ 5,895	\$ 6,046	\$ 6,202	\$ 6,361	\$ 6,524	\$ 6,691	\$ 6,863	\$ 125,655
\$ 99,636	\$ 102,212	\$ 104,853	\$ 107,559	\$ 110,333	\$ 113,176	\$ 116,090	\$ 119,078	\$ 122,140	\$ 125,278	\$ 128,495	\$ 131,792	\$ 135,172	\$ 138,636	\$ 2,538,317
\$ 1,425	\$ 1,462	\$ 1,499	\$ 1,538	\$ 1,578	\$ 1,618	\$ 1,660	\$ 1,703	\$ 1,746	\$ 1,791	\$ 1,837	\$ 1,884	\$ 1,933	\$ 1,982	\$ 36,295
\$ 21,312	\$ 21,863	\$ 22,428	\$ 23,007	\$ 23,600	\$ 24,208	\$ 24,832	\$ 25,471	\$ 26,125	\$ 26,797	\$ 27,485	\$ 28,190	\$ 28,913	\$ 29,654	\$ 542,942
\$ 7,104	\$ 7,287	\$ 7,475	\$ 7,668	\$ 7,866	\$ 8,069	\$ 8,277	\$ 8,490	\$ 8,708	\$ 8,932	\$ 9,161	\$ 9,396	\$ 9,637	\$ 9,884	\$ 180,969
\$ 151,588	\$ 155,507	\$ 159,524	\$ 163,642	\$ 167,862	\$ 172,188	\$ 176,622	\$ 181,166	\$ 185,825	\$ 190,600	\$ 195,494	\$ 200,511	\$ 205,653	\$ 210,923	\$ 3,861,828
\$ 7,099	\$ 7,283	\$ 7,471	\$ 7,664	\$ 7,861	\$ 8,064	\$ 8,272	\$ 8,485	\$ 8,703	\$ 8,926	\$ 9,156	\$ 9,390	\$ 9,631	\$ 9,878	\$ 180,860
\$ 12,727	\$ 13,056	\$ 13,393	\$ 13,739	\$ 14,093	\$ 14,456	\$ 14,829	\$ 15,210	\$ 15,601	\$ 16,002	\$ 16,413	\$ 16,834	\$ 17,266	\$ 17,708	\$ 324,227
\$ 65,824	\$ 67,526	\$ 69,270	\$ 71,058	\$ 72,891	\$ 74,769	\$ 76,694	\$ 78,668	\$ 80,691	\$ 82,764	\$ 84,889	\$ 87,068	\$ 89,300	\$ 91,589	\$ 1,676,919
\$ 4,419	\$ 4,534	\$ 4,651	\$ 4,771	\$ 4,894	\$ 5,020	\$ 5,149	\$ 5,282	\$ 5,418	\$ 5,557	\$ 5,699	\$ 5,846	\$ 5,996	\$ 6,149	\$ 112,588
\$ 39,506	\$ 40,527	\$ 41,574	\$ 42,647	\$ 43,747	\$ 44,874	\$ 46,030	\$ 47,214	\$ 48,428	\$ 49,672	\$ 50,948	\$ 52,255	\$ 53,595	\$ 54,969	\$ 1,006,434
\$ 455,880	\$ 467,666	\$ 479,746	\$ 492,129	\$ 504,821	\$ 517,830	\$ 531,164	\$ 544,832	\$ 558,842	\$ 573,202	\$ 587,920	\$ 603,007	\$ 618,471	\$ 634,321	\$ 11,613,902
\$ 97,592	\$ 100,115	\$ 102,701	\$ 105,352	\$ 108,069	\$ 110,854	\$ 113,708	\$ 116,634	\$ 119,633	\$ 122,707	\$ 125,858	\$ 129,088	\$ 132,398	\$ 135,792	\$ 2,486,233
\$ 2,376	\$ 2,438	\$ 2,501	\$ 2,565	\$ 2,632	\$ 2,699	\$ 2,769	\$ 2,840	\$ 2,913	\$ 2,988	\$ 3,065	\$ 3,143	\$ 3,224	\$ 3,307	\$ 60,541
\$ 99,968	\$ 102,553	\$ 105,202	\$ 107,917	\$ 110,700	\$ 113,553	\$ 116,477	\$ 119,474	\$ 122,547	\$ 125,695	\$ 128,923	\$ 132,231	\$ 135,622	\$ 139,098	\$ 2,546,774
\$ 791,675	\$ 812,142	\$ 833,121	\$ 854,624	\$ 876,665	\$ 899,256	\$ 922,413	\$ 946,148	\$ 970,477	\$ 573,202	\$ 587,920	\$ 603,007	\$ 618,471	\$ 634,321	\$ 17,946,318

Table 3

Reimbursement Schedule



Tax Increment Revenue Reimbursement Schedule

Allen Edwin Homes

9581 Oakland Drive

Portage, MI

February 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total	Estimated Total Years of Plan: 25						
		\$ 2,973,399		\$ 2,973,399							
		\$ 4,162,928		\$ 4,162,928							
		\$ 7,136,328		\$ 7,136,328							
Plan Year	1	2	3	4	5	6	7	8	9	10	
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Total State Incremental Revenue	\$ 56,637	\$ 139,234	\$ 142,797	\$ 146,449	\$ 150,193	\$ 154,031	\$ 157,964	\$ 161,996	\$ 166,128	\$ 170,364	
State Brownfield Redevelopment Fund (50% of SET)	\$ (7,209)	\$ (17,722)	\$ (18,176)	\$ (18,641)	\$ (19,117)	\$ (19,606)	\$ (20,106)	\$ (20,619)	\$ (21,145)	\$ (21,684)	
State TIR Available for Reimbursement	\$ 49,428	\$ 121,511	\$ 124,621	\$ 127,809	\$ 131,076	\$ 134,425	\$ 137,858	\$ 141,376	\$ 144,983	\$ 148,679	
Total Local Incremental Revenue	\$ 76,891	\$ 189,026	\$ 193,863	\$ 198,822	\$ 203,905	\$ 209,114	\$ 214,454	\$ 219,928	\$ 225,538	\$ 231,289	
BRA Administrative Fee (10%)	\$ (7,689)	\$ (18,903)	\$ (19,386)	\$ (19,882)	\$ (20,390)	\$ (20,911)	\$ (21,445)	\$ (21,993)	\$ (22,554)	\$ (23,129)	
Local TIR Available for Reimbursement	\$ 69,202	\$ 170,123	\$ 174,477	\$ 178,940	\$ 183,514	\$ 188,203	\$ 193,009	\$ 197,935	\$ 202,984	\$ 208,160	
Total State & Local TIR Available	\$ 118,629	\$ 291,634	\$ 299,098	\$ 306,749	\$ 314,590	\$ 322,628	\$ 330,867	\$ 339,311	\$ 347,967	\$ 356,839	
DEVELOPER	Beginning Balance										
DEVELOPER Eligible Activity Balance	\$ 2,078,235	\$ 2,198,974	\$ 2,193,389	\$ 2,186,060	\$ 2,176,917	\$ 2,165,884	\$ 2,152,884	\$ 2,137,838	\$ 2,120,664	\$ 2,101,277	\$ 2,079,590
<hr/>											
100%											
Developer Reimbursement	\$ 2,078,235	\$ 239,369	\$ 286,049	\$ 291,770	\$ 297,605	\$ 303,557	\$ 309,628	\$ 315,821	\$ 322,137	\$ 328,580	\$ 335,152
State Tax Reimbursement		\$ 49,428	\$ 121,511	\$ 124,621	\$ 127,809	\$ 131,076	\$ 134,425	\$ 137,858	\$ 141,376	\$ 144,983	\$ 148,679
Local Tax Reimbursement		\$ 69,202	\$ 170,123	\$ 174,477	\$ 178,940	\$ 183,514	\$ 188,203	\$ 193,009	\$ 197,935	\$ 202,984	\$ 208,160
Total Developer Reimbursement Balance	\$ 2,198,974	\$ 2,193,389	\$ 2,186,060	\$ 2,176,917	\$ 2,165,884	\$ 2,152,884	\$ 2,137,838	\$ 2,120,664	\$ 2,101,277	\$ 2,079,590	
0%											
Interest Accrual	3.5%	\$ 76,964	\$ 76,769	\$ 76,512	\$ 76,192	\$ 75,806	\$ 75,351	\$ 74,824	\$ 74,223	\$ 73,545	\$ 72,786
State Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -				
Local Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -				
Total Interest Reimbursement Balance		\$ 76,964	\$ 153,733	\$ 230,245	\$ 306,437	\$ 382,243	\$ 457,594	\$ 532,418	\$ 606,641	\$ 680,186	\$ 752,972
Total Annual Developer Reimbursement		\$ 118,629	\$ 291,634	\$ 299,098	\$ 306,749	\$ 314,590	\$ 322,628	\$ 330,867	\$ 339,311	\$ 347,967	\$ 356,839
LOCAL BROWNFIELD REVOLVING FUND											
LBRF Deposits *											
State Tax Capture	\$ -										
Local Tax Capture	\$ -										
Total LBRF Capture	\$ -										

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

Footnotes:



Tax Increment Revenue Reimbursement Schedule

Allen Edwin Homes

9581 Oakland Drive

Portage, MI

February 2025

Estimated Capture	\$ 9,636,184
Administrative Fees	\$ 622,912
State Brownfield Redevelopment Fund	\$ 433,661
Local Brownfield Revolving Fund	\$ 1,443,282

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
\$ 174,706	\$ 179,156	\$ 183,717	\$ 188,393	\$ 193,185	\$ 198,097	\$ 203,132	\$ 208,293	\$ 213,583	\$ 219,005						\$ 3,407,061
\$ (22,237)	\$ (22,804)	\$ (23,384)	\$ (23,979)	\$ (24,589)	\$ (25,214)	\$ (25,855)	\$ (26,512)	\$ (27,186)	\$ (27,876)						\$ (433,661)
\$ 152,469	\$ 156,352	\$ 160,333	\$ 164,414	\$ 168,596	\$ 172,883	\$ 177,277	\$ 181,781	\$ 186,398	\$ 191,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,973,399
\$ 237,183	\$ 243,225	\$ 249,417	\$ 255,765	\$ 262,271	\$ 268,940	\$ 275,776	\$ 282,782	\$ 289,964	\$ 297,325	\$ 304,870	\$ 312,604	\$ 320,531	\$ 328,657	\$ 336,985	\$ 6,229,123
\$ (23,718)	\$ (24,322)	\$ (24,942)	\$ (25,576)	\$ (26,227)	\$ (26,894)	\$ (27,578)	\$ (28,278)	\$ (28,996)	\$ (29,732)	\$ (30,487)	\$ (31,260)	\$ (32,053)	\$ (32,866)	\$ (33,699)	\$ (622,912)
\$ 213,465	\$ 218,902	\$ 224,476	\$ 230,188	\$ 236,044	\$ 242,046	\$ 248,198	\$ 254,504	\$ 260,967	\$ 267,592	\$ 274,383	\$ 281,344	\$ 288,478	\$ 295,791	\$ 303,287	\$ 5,606,211
\$ 365,933	\$ 375,254	\$ 384,809	\$ 394,602	\$ 404,640	\$ 414,929	\$ 425,475	\$ 436,285	\$ 447,365	\$ 458,722	\$ 274,383	\$ 281,344	\$ 288,478	\$ 295,791	\$ 303,287	
\$ 2,055,512	\$ 2,028,949	\$ 1,999,806	\$ 1,967,983	\$ 1,933,378	\$ 1,518,449	\$ 1,092,974									
\$ 341,855	\$ 348,692	\$ 355,666	\$ 362,779	\$ 370,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,886,930
\$ 152,469	\$ 156,352	\$ 160,333	\$ 164,414	\$ 168,596	\$ 172,883	\$ 177,277	\$ 181,781	\$ 186,398	\$ 87,216						\$ 2,869,486
\$ 213,465	\$ 218,902	\$ 224,476	\$ 230,188	\$ 236,044	\$ 242,046	\$ 248,198	\$ 254,504	\$ 260,967	\$ 122,108						\$ 4,017,444
\$ 2,055,512	\$ 2,028,949	\$ 1,999,806	\$ 1,967,983	\$ 1,933,378	\$ 1,518,449	\$ 1,092,974	\$ 656,689	\$ 209,324	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,886,930
\$ 71,943	\$ 71,013	\$ 69,993	\$ 68,879	\$ 67,668	\$ 53,146	\$ 38,254	\$ 22,984	\$ 7,326	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,224,179
						\$ -	\$ -	\$ -	\$ 103,913						\$ 103,913
						\$ -	\$ -	\$ -	\$ 145,485						\$ 145,485
\$ 824,915	\$ 895,928	\$ 965,921	\$ 1,034,800	\$ 1,102,469	\$ 1,155,614	\$ 1,193,868	\$ 1,216,853	\$ 1,224,179	\$ 974,781	\$ 974,781	\$ 974,781	\$ 974,781	\$ 974,781	\$ 974,781	
\$ 365,933	\$ 375,254	\$ 384,809	\$ 394,602	\$ 404,640	\$ 414,929	\$ 425,475	\$ 436,285	\$ 447,365	\$ 458,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,136,328
															\$ -
															\$ 1,443,282
						\$ -	\$ -	\$ -	\$ -	\$ 274,383	\$ 281,344	\$ 288,478	\$ 295,791	\$ 303,287	\$ 1,443,282
						\$ -	\$ -	\$ -	\$ -	\$ 274,383	\$ 281,344	\$ 288,478	\$ 295,791	\$ 303,287	\$ 1,443,282



Tax Increment Revenue Reimbursement Schedule

Allen Edwin Homes

8150 Creekside Dr

Portage, MI

February 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total	Estimated Total Years of Plan: 25						
		\$ 2,553,006		\$ 2,553,006							
		\$ 3,574,354		\$ 3,574,354							
		\$ 6,127,361		\$ 6,127,361							
Plan Year	1	2	3	4	5	6	7	8	9	10	
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Total State Incremental Revenue	\$ 32,055	\$ 86,091	\$ 123,801	\$ 127,100	\$ 130,481	\$ 133,947	\$ 137,500	\$ 141,141	\$ 144,873	\$ 148,699	
State Brownfield Redevelopment Fund (50% of SET)	\$ (4,080)	\$ (10,958)	\$ (15,758)	\$ (16,178)	\$ (16,608)	\$ (17,049)	\$ (17,501)	\$ (17,965)	\$ (18,440)	\$ (18,927)	
State TIR Available for Reimbursement	\$ 27,975	\$ 75,133	\$ 108,043	\$ 110,922	\$ 113,873	\$ 116,898	\$ 119,998	\$ 123,176	\$ 126,433	\$ 129,772	
Total Local Incremental Revenue	\$ 43,518	\$ 116,878	\$ 168,074	\$ 172,553	\$ 177,143	\$ 181,849	\$ 186,671	\$ 191,615	\$ 196,682	\$ 201,876	
BRA Administrative Fee (10%)	\$ (4,352)	\$ (11,688)	\$ (16,807)	\$ (17,255)	\$ (17,714)	\$ (18,185)	\$ (18,667)	\$ (19,161)	\$ (19,668)	\$ (20,188)	
Local TIR Available for Reimbursement	\$ 39,166	\$ 105,191	\$ 151,267	\$ 155,298	\$ 159,429	\$ 163,664	\$ 168,004	\$ 172,453	\$ 177,014	\$ 181,688	
Total State & Local TIR Available	\$ 67,140	\$ 180,324	\$ 259,311	\$ 266,220	\$ 273,302	\$ 280,562	\$ 288,003	\$ 295,629	\$ 303,447	\$ 311,460	
DEVELOPER	Beginning Balance										
DEVELOPER Eligible Activity Balance	\$ 2,548,376	\$ 2,719,450	\$ 2,777,341	\$ 2,761,010	\$ 2,742,629	\$ 2,722,122	\$ 2,699,412	\$ 2,674,418	\$ 2,647,057	\$ 2,617,244	\$ 2,584,891
<hr/>											
100%											
Developer Reimbursement	\$ 2,548,376	\$ 238,215	\$ 238,215	\$ 242,979	\$ 247,839	\$ 252,796	\$ 257,851	\$ 263,008	\$ 268,269	\$ 273,634	\$ 279,107
State Tax Reimbursement		\$ 27,975	\$ 75,133	\$ 108,043	\$ 110,922	\$ 113,873	\$ 116,898	\$ 119,998	\$ 123,176	\$ 126,433	\$ 129,772
Local Tax Reimbursement		\$ 39,166	\$ 105,191	\$ 151,267	\$ 155,298	\$ 159,429	\$ 163,664	\$ 168,004	\$ 172,453	\$ 177,014	\$ 181,688
Total Developer Reimbursement Balance	\$ 2,719,450	\$ 2,777,341	\$ 2,761,010	\$ 2,742,629	\$ 2,722,122	\$ 2,699,412	\$ 2,674,418	\$ 2,647,057	\$ 2,617,244	\$ 2,584,891	
0%											
Interest Accrual	3.5%	\$ 95,181	\$ 97,207	\$ 96,635	\$ 95,992	\$ 95,274	\$ 94,479	\$ 93,605	\$ 92,647	\$ 91,604	\$ 90,471
State Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Interest Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Interest Reimbursement Balance		\$ 95,181	\$ 192,388	\$ 289,023	\$ 385,015	\$ 480,289	\$ 574,769	\$ 668,373	\$ 761,020	\$ 852,624	\$ 943,095
Total Annual Developer Reimbursement		\$ 67,140	\$ 180,324	\$ 259,311	\$ 266,220	\$ 273,302	\$ 280,562	\$ 288,003	\$ 295,629	\$ 303,447	\$ 311,460
LOCAL BROWNFIELD REVOLVING FUND											
LBRF Deposits *											
State Tax Capture	\$ -										
Local Tax Capture	\$ -										
Total LBRF Capture	\$ -										

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

Footnotes:



Tax Increment Revenue Reimbursement Schedule

Allen Edwin Homes

8150 Creekside Dr

Portage, MI

February 2025

Estimated Capture	\$ 8,310,134
Administrative Fees	\$ 538,478
State Brownfield Redevelopment Fund	\$ 372,348
Local Brownfield Revolving Fund	\$ 1,271,947

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
\$ 152,620	\$ 156,639	\$ 160,759	\$ 164,982	\$ 169,310	\$ 173,746	\$ 178,294	\$ 182,955	\$ 187,733	\$ 192,630						\$ 2,925,355
\$ (19,426)	\$ (19,938)	\$ (20,462)	\$ (20,999)	\$ (21,550)	\$ (22,115)	\$ (22,694)	\$ (23,287)	\$ (23,895)	\$ (24,519)						\$ (372,348)
\$ 133,194	\$ 136,702	\$ 140,297	\$ 143,982	\$ 147,760	\$ 151,631	\$ 155,600	\$ 159,668	\$ 163,837	\$ 168,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,553,006
\$ 207,199	\$ 212,656	\$ 218,249	\$ 223,982	\$ 229,858	\$ 235,881	\$ 242,054	\$ 248,382	\$ 254,869	\$ 261,517	\$ 268,331	\$ 275,316	\$ 282,476	\$ 289,814	\$ 297,336	\$ 5,384,779
\$ (20,720)	\$ (21,266)	\$ (21,825)	\$ (22,398)	\$ (22,986)	\$ (23,588)	\$ (24,205)	\$ (24,838)	\$ (25,487)	\$ (26,152)	\$ (26,833)	\$ (27,532)	\$ (28,248)	\$ (28,981)	\$ (29,734)	\$ (538,478)
\$ 186,479	\$ 191,390	\$ 196,424	\$ 201,583	\$ 206,872	\$ 212,293	\$ 217,849	\$ 223,544	\$ 229,382	\$ 235,365	\$ 241,498	\$ 247,785	\$ 254,228	\$ 260,833	\$ 267,603	\$ 4,846,301
\$ 319,673	\$ 328,092	\$ 336,721	\$ 345,566	\$ 354,632	\$ 363,924	\$ 373,449	\$ 383,212	\$ 393,219	\$ 403,476	\$ 241,498	\$ 247,785	\$ 254,228	\$ 260,833	\$ 267,603	
\$ 2,265,218	\$ 1,937,126	\$ 1,600,405													
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>							
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,110,288
\$ 133,194	\$ 136,702	\$ 140,297	\$ 143,982	\$ 147,760	\$ 151,631	\$ 155,600	\$ 67,846								\$ 2,129,236
\$ 186,479	\$ 191,390	\$ 196,424	\$ 201,583	\$ 206,872	\$ 212,293	\$ 217,849	\$ 94,989								\$ 2,981,052
\$ 2,265,218	\$ 1,937,126	\$ 1,600,405	\$ 1,254,840	\$ 900,208	\$ 536,284	\$ 162,835	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ 5,110,288
\$ 79,283	\$ 67,799	\$ 56,014	\$ 43,919	\$ 31,507	\$ 18,770	\$ 5,699	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ 1,246,087
\$ -	\$ -	\$ -					\$ 91,822	\$ 163,837	\$ 168,111						\$ 423,770
\$ -							\$ 128,555	\$ 229,382	\$ 235,365						\$ 593,302
\$ 1,022,378	\$ 1,090,177	\$ 1,146,191	\$ 1,190,111	\$ 1,221,618	\$ 1,240,388	\$ 1,246,087	\$ 1,025,710	\$ 632,491	\$ 229,015	\$ 229,015	\$ 229,015	\$ 229,015	\$ 229,015	\$ 229,015	\$ 1,017,072
\$ 319,673	\$ 328,092	\$ 336,721	\$ 345,566	\$ 354,632	\$ 363,924	\$ 373,449	\$ 383,212	\$ 393,219	\$ 403,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,127,361
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>							
															\$ -
										\$ 241,498	\$ 247,785	\$ 254,228	\$ 260,833	\$ 267,603	\$ 1,271,947
										\$ 241,498	\$ 247,785	\$ 254,228	\$ 260,833	\$ 267,603	\$ 1,271,947

Attachment A

Brownfield Plan Resolutions

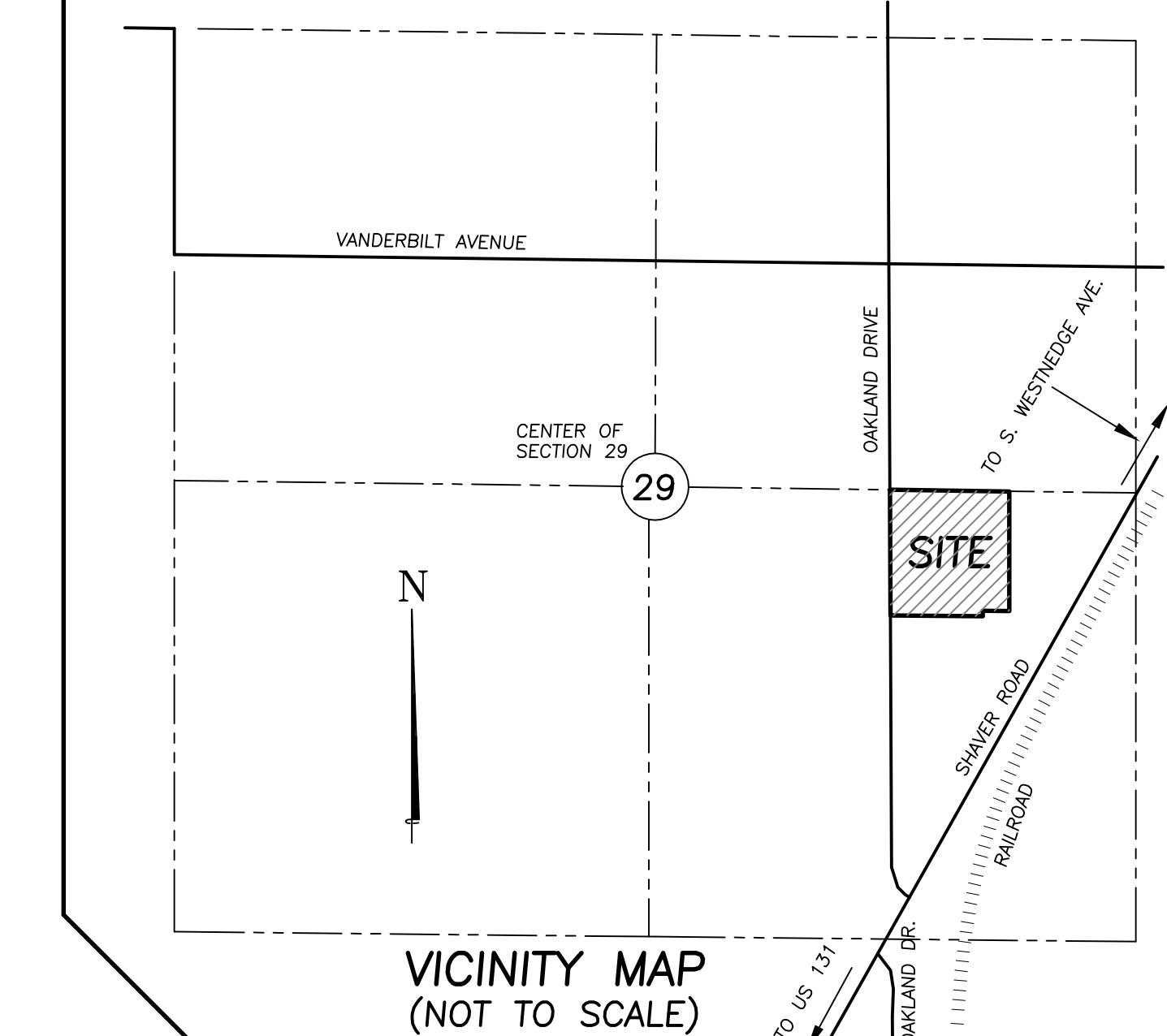
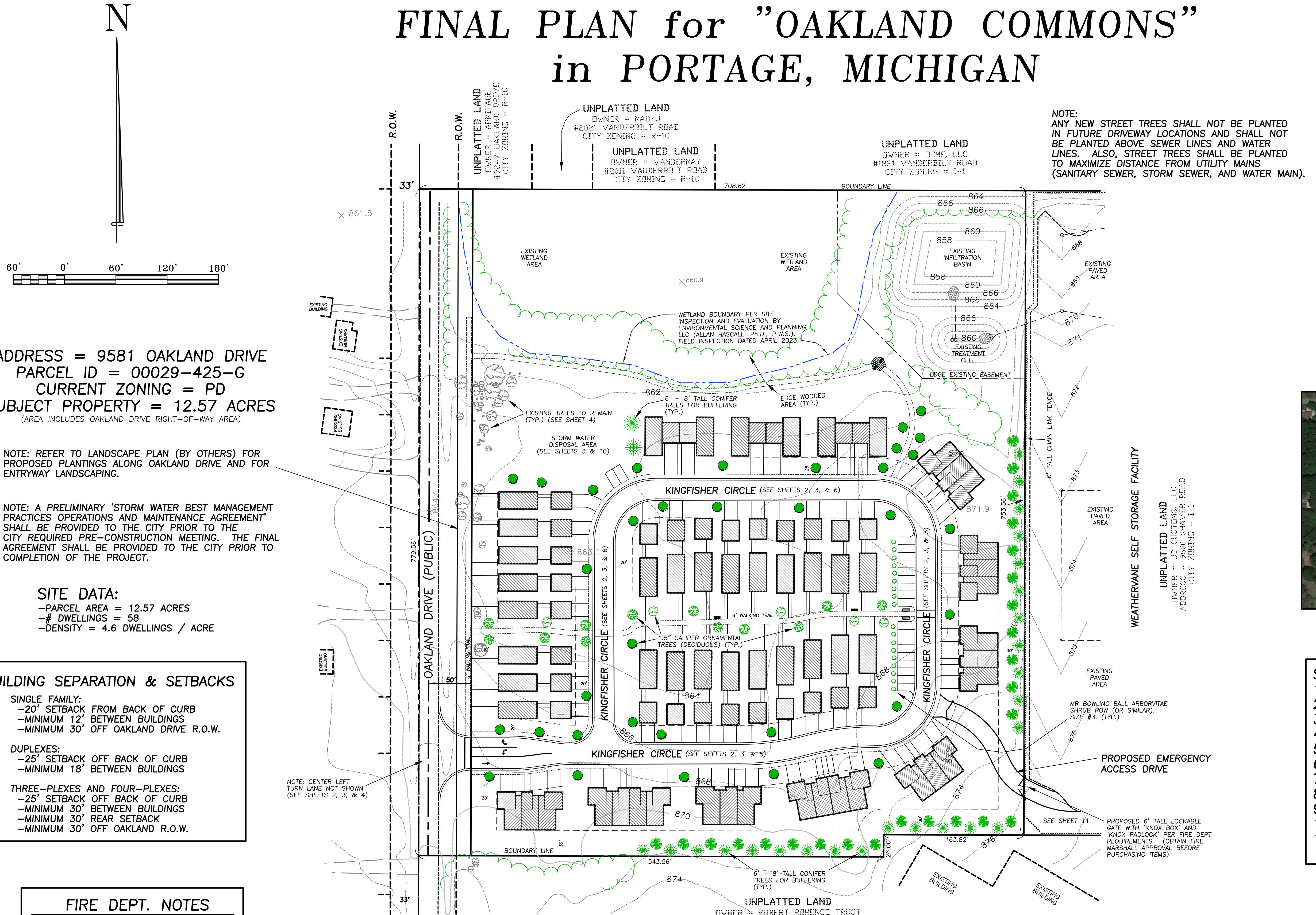
Attachment B

Reimbursement Agreement

Attachment C

Site Plan

FINAL PLAN for "OAKLAND COMMONS" in PORTAGE, MICHIGAN



AERIAL PHOTOGRAPH OF VICINITY
NO SCALE

BUILDING SEPARATION & SETBACKS

SINGLE FAMILY:
-20' SETBACK FROM BACK OF CURB
-MINIMUM 12' BETWEEN BUILDINGS
-MINIMUM 30' OFF OAKLAND DRIVE ROW

DUPLEXES:
-25' SETBACK OFF BACK OF CURB
-MINIMUM 18' BETWEEN BUILDINGS

THREE-PLEXES AND FOUR-PLEXES:
-25' SETBACK OFF BACK OF CURB
-MINIMUM 30' BETWEEN BUILDINGS
-MINIMUM 30' REAR SETBACK
-MINIMUM 30' OFF OAKLAND R.O.W.

FIRE DEPT. NOTES

COMBUSTIBLE BUILDING CONSTRUCTION SHALL NOT COMMENCE UNTIL FIRE HYDRANTS ARE OPERABLE AND AN ALL WEATHER ROAD SURFACE IS IN PLACE.

THE FIRE FLOW FOR EACH BUILDING IS 1000 GPM FROM ONE HYDRANT WITHIN 400' OF ALL PORTIONS OF THE BUILDING. THIS FLOW IS BASED ON THE FLOOR AREA OF ALL FLOORS INCLUDING BASEMENT FOR A BUILDING OF V-B CONSTRUCTION. SHOULD A BUILDING EXCEED 3600 SQUARE FEET, THE MINIMUM FIRE FLOW WILL BE BASED ON THE SIZE AND TYPE OF CONSTRUCTION FOR THAT BUILDING.

FIRE APPARATUS ACCESS ROADS 26.1 TO 32 FEET WIDE
BE POSTED ON ONE SIDE AS A FIRE LANE.

ALL STREETS WILL BE WIDE ENOUGH TO ALLOW PARKING
ONE SIDE OF THE STREET PER THE FIRE CODE.

PARCEL DESCRIPTION PER CITY WEBSITE

PARCEL DESCRIPTION PER CITY WEBSITE:
A PARCEL OF LAND SITUATED IN THE SE $\frac{1}{4}$ OF SEC 29, 3S, 11W:COMMENCING AT THE EAST $\frac{1}{4}$ COR OF SEC 29, 3S, 11 W; TH N 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 331.47 FT ALG THE NORTH LI OF THE SE $\frac{1}{4}$ OF SEC TO REFERENCE POINT "A"; TH SOUTH 90 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 90 DEG 55A' 07" EAST) 331.47 ALG SD NORTH LI TO SD EAST $\frac{1}{4}$ COR; TH NORTH 90 DEG 59' 23" EAST (PREVIOUSLY RECORDED AS EAST) 116.95 FT ALG THE S LI OF THE NW $\frac{1}{4}$ OF SEC 28 3S, 11W TO THE NORTHWESTERLY ROW LI OF SHAVER RD; TH SOUTH 29 DEG 38' 07" WEST (PREVIOUSLY RECORDED AS SOUTH 29 DEG 39' WEST) 152.31 FT ALG SD ROW LI; TH NORTH 60 DEG 21' 53" WEST 145.41 FT; TH NORTH 89 50' 19" WEST(PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 198.90 FT PARALLEL W SD SOUTH LI; TH NORTH 44 DEG 19' WEST 67.78 FT TO A LI EXTENDING SOUTH 00 DEG 05' 30" EAST FROM SD REFERENCE POINT "A"; TH NORTH 00 DEG 05' 30" WEST 12.78 FT TO SD REFERENCE POINT "A"; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07"WEST) 278.54 FT ALG SD NORTH LI TO THE POB; THN SOUTH 00 DEG 09' 41" WEST 753.56 FT; TH NORTH 89 DEG 50' 19" 163.82 FT (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) PARALLEL W SD NORTH LI; TH SOUTH 00 DEG 09' 41" WEST FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 543.56 FT PARALLEL W SD NOR TO THE WEST LI OF THE EAST $\frac{1}{2}$ OF SD SE $\frac{1}{4}$ AS ESTABLISHED BY "OAKLAND FARMS NORTH" SUBDIVISION; TH NORTH 00 DEG 04' EAST (PREVIOUSLY RECORDED AS NORTH) 779.56FT ALG SD WEST LI OF THE EAST $\frac{1}{2}$ TO SD NORTH LI OF THE SE 1/4 ; TH SOUTH 00 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 708.61 FT ALG SD NORTH LI OF THE SE $\frac{1}{4}$ TO THE CONTAINING 12.57 ACRES OF LAND. THE WESTERLY PORTION BEING SUBJECT TO EASEMENT FOR OAKLAND DR. SPLIT/COMBINED ON 08/20/2018 FROM 00029-425-F 00029-425-C;

NOTE: UNOBSTRUCTED ACCESS TO FIRE HYDRANTS SHALL BE MAINTAINED AT ALL TIMES. THE FIRE DEPARTMENT SHALL NOT BE PREVENTED FROM GAINING IMMEDIATE ACCESS TO FIRE HYDRANTS OR FIRE PROTECTION EQUIPMENT. THIS PROVISION INCLUDES SNOW REMOVAL TO ALLOW FOR PROPER ACCESS TO FIRE HYDRANTS.

GENERAL NOTES:

- 1) CURRENT CITY ZONING = PD.
- 2) PARCEL AREA = 12.57 ACRES.
- 3) SITE IS PARTIALLY COVERED WITH TREES AND BRUSH.
- 4) SITE LANDSCAPING SHALL BE PROVIDED. ANY SHOWN LANDSCAPING IS PRELIMINARY.
- 5) BUILDING PLANS (BY OTHERS) ARE PENDING.
- 6) ON-SITE FIRE HYDRANTS SHALL BE PROVIDED AS REQUIRED.
- 7) ALL ON-SITE WATER MAIN & SANITARY SEWER SHALL BE PUBLIC AND SHALL BE WITHIN AN EASEMENT TO THE CITY OF PORTAGE.
- 8) BUILDINGS SHALL CONNECT TO CITY WATER SYSTEM AND CITY SANITARY SEWER SYSTEM (EXCEPT GARAGES).
- 9) ALL NEW ROADWAYS SHALL BE PRIVATE.
- 10) EXISTING WATER MAINS AND SANITARY SEWERS ARE LOCATED WEST OF THE SUBJECT PROPERTY IN OAKLAND DRIVE.
- 11) STORM SEWER SYSTEM AND STORM WATER DISPOSAL SYSTEM SHALL BE PRIVATE.

NOTE: SHOWN NUMBER OF DWELLINGS = 58.
ALL ON SITE IMPROVEMENTS AND ALL DWELLINGS
SHALL BE UNDER SINGLE OWNERSHIP.

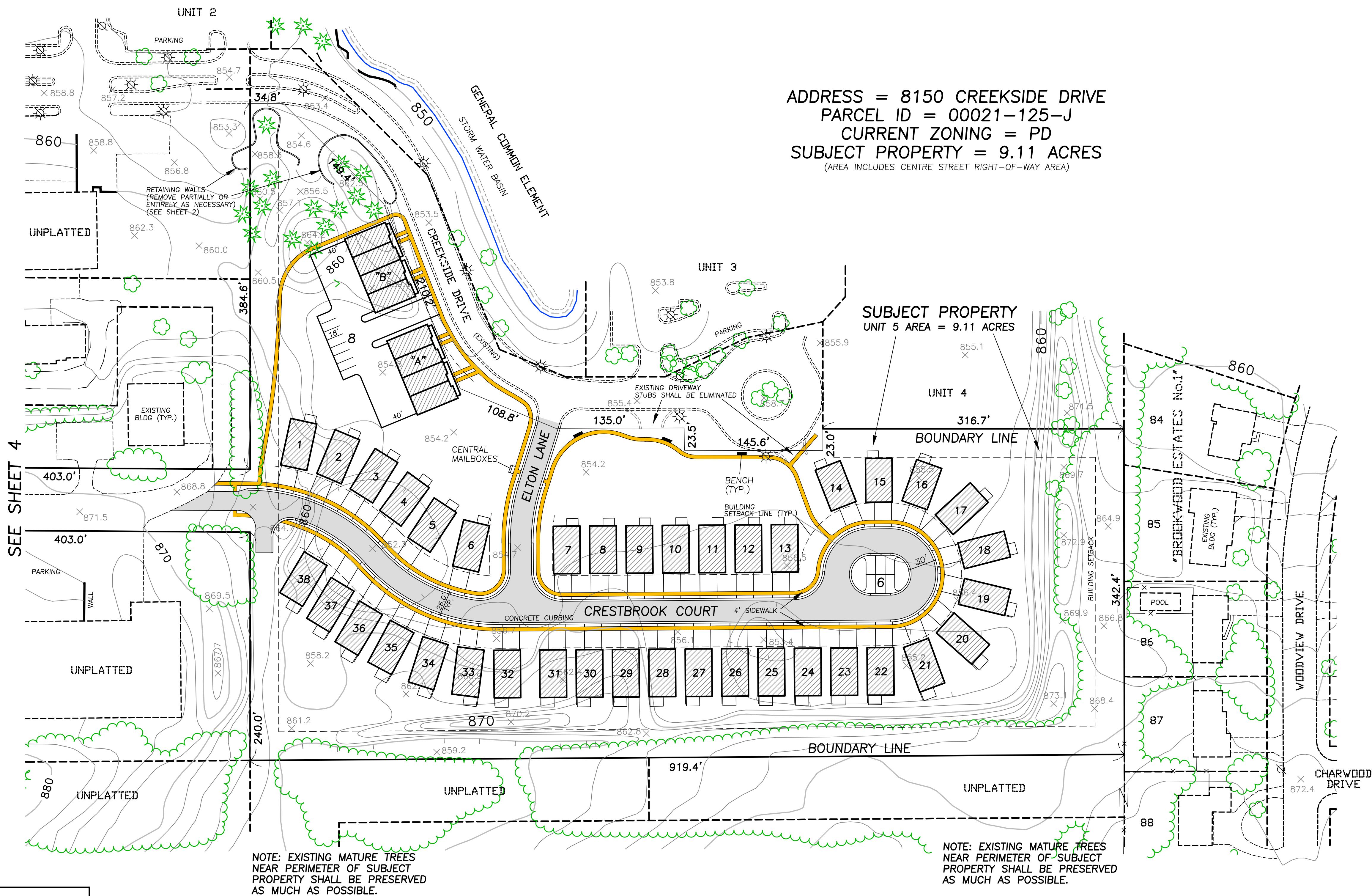
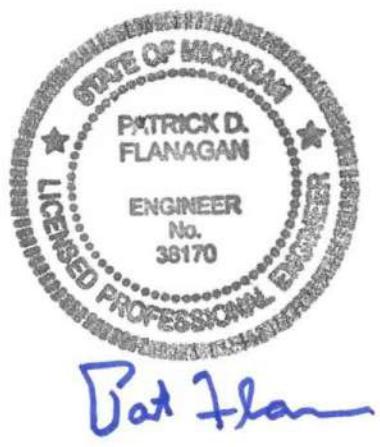
SHEET INDEX:

- 1) COVER SHEET
- 2) LAYOUT PLAN
- 3) GRADING & STORM SEWER PLAN
- 4) OAKLAND DRIVE DETAIL
- 5) PLAN & PROFILE SHEET (SOUTH PORTION)
- 6) PLAN & PROFILE SHEET (NORTH PORTION)
- 7) CONSTRUCTION DETAILS & NOTES
- 8) MDOT EROSION CONTROL DETAILS
- 9) TRAFFIC CONTROL PLAN
- 10) STORM WATER TREATMENT DEVICE
- 11) WATER MAIN (ADJOINING PROPERTY)

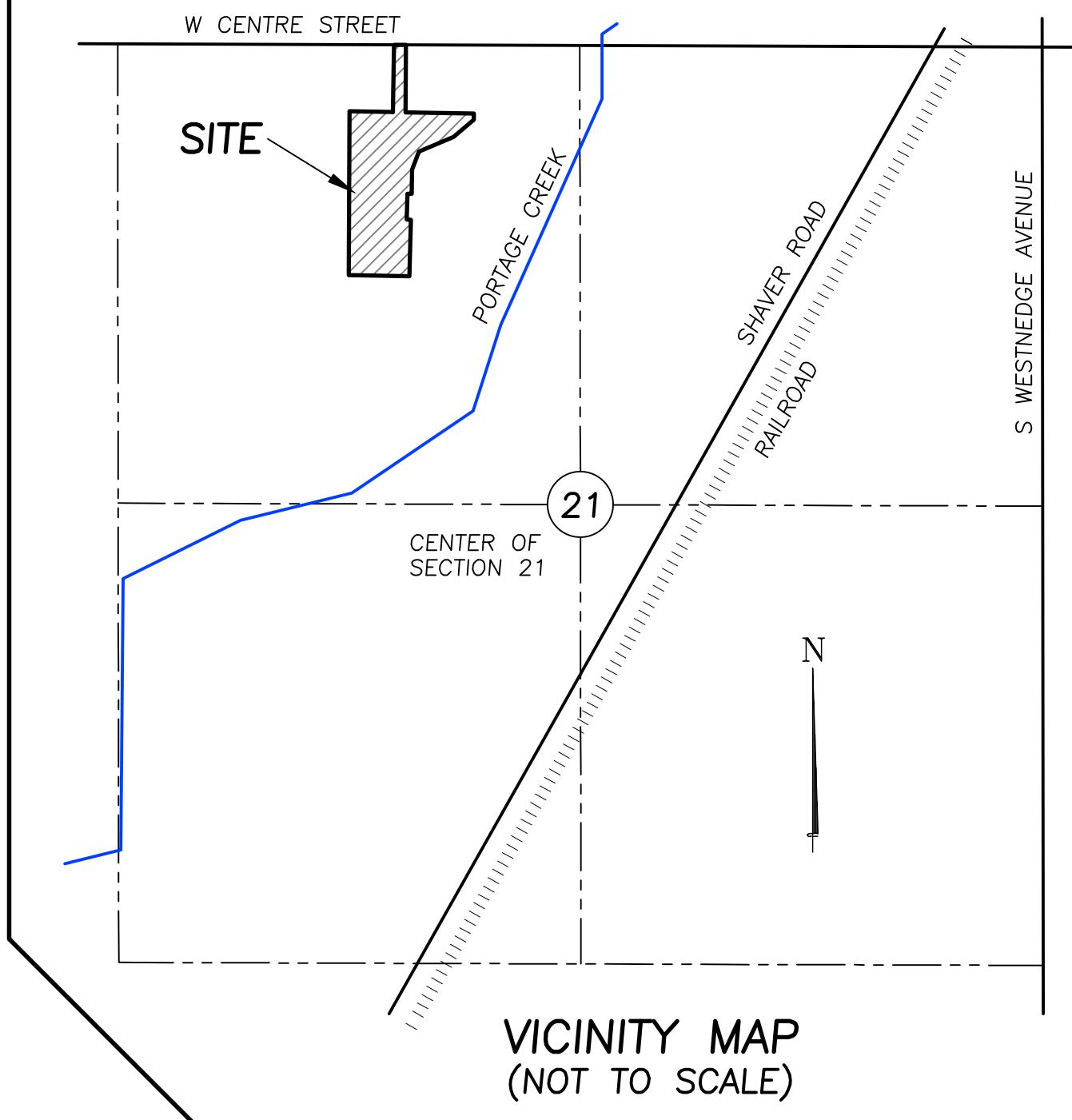
APPLICANT:
GREEN DEVELOPMENT
VENTURES, LLC
2186 EAST CENTRE STREET
PORTAGE, MI 49002
(269) 321-2610

COVER SHEET "OAKLAND COMMONS" PART OF THE SE 1/4 OF SEC. 29, T. 3 S., R. 11 W., CITY OF PORTAGE		REVISED: 2/28/2024 DATE: 11/28/2023
MONUMENT ENGINEERING GROUP ASSOC., INC. Formerly Ingersoll, Watson & McMachen, Inc. <i>1209 East Milham Road, Suite B • Portage, Michigan 49002 • Phone 269 344-6165</i>		
		JOB No.: 23-039

FINAL PLAN for "CREEKSIDE" in PORTAGE, MICHIGAN



ADDRESS = 8150 CREEKSIDE DRIVE
PARCEL ID = 00021-125-J
CURRENT ZONING = PD
SUBJECT PROPERTY = 9.11 ACRES
(AREA INCLUDES CENTRE STREET RIGHT-OF-WAY AREA)



GENERAL NOTES:

- CURRENT CITY ZONING = PD.
- PARCEL AREA = 9.11 ACRES.
- SITE IS PARTIALLY COVERED WITH TREES AND BRUSH.
- LANDSCAPING IS SHOWN ON SHEET 2.
- BUILDING PLANS (BY OTHERS) ARE PENDING.
- ON-SITE FIRE HYDRANTS SHALL BE PROVIDED AS REQUIRED.
- ALL ON-SITE WATER MAIN & SANITARY SEWER SHALL BE PUBLIC AND SHALL BE LOCATED WITHIN AN EASEMENT TO THE CITY OF PORTAGE.
- BUILDINGS SHALL CONNECT TO CITY WATER SYSTEM AND CITY SANITARY SEWER SYSTEM.
- SHOW LAYOUT IS SUBJECT TO FINAL ADJUSTMENT.
- STORM SEWER SYSTEM AND STORM WATER DISPOSAL SYSTEM SHALL BE PRIVATE.
- ALL NEW DRIVES SHALL BE PRIVATE.



SHEET INDEX:

- 1) COVER SHEET
- 2) LAYOUT & LANDSCAPE PLAN
- 3) PLAN & PROFILE SHEET (ELTON LANE)
- 4) PLAN & PROFILE SHEET (CRESTBROOK COURT)
- 5) PLAN & PROFILE SHEET (WATER MAIN)
- 6) GRADING & STORM SEWER PLAN
- 7) CONSTRUCTION DETAILS & NOTES
- 8) CONSTRUCTION DETAILS & NOTES
- 9) MDOT EROSION CONTROL DETAILS

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS Engineering Group Associates, Inc. MEGA		COVER SHEET CREEKSIDE PART OF NW 1/4 OF SEC. 21, T.3S., R.11W. CITY OF PORTAGE, MICHIGAN	
GREEN DEVELOPMENT VENTURES, LLC 2186 EAST CENTRE STREET PORTAGE, MICHIGAN 49002 1209 MILHAM ROAD, SUITE B, PORTAGE, MI 49002 (OFFICE) 269-344-6165		JOB # : 24-042 DRAWN: TB CHK: PF SCALE : 1" = 60' SHEET: 1 DATE : 9/16/2024	

Attachment D

Housing Study

An excerpt of the W.E. Upjohn Institute Kalamazoo County Housing Plan dated July 2022 is included in this Plan, which includes the Introduction, Executive Summary, and Methodology. The complete Kalamazoo County Housing Plan can be found here:

https://www.kalcounty.com/housing/pdf_files/Kalamazoo%20County%20Housing%20Plan%20Final%208.15.22.pdf

Kalamazoo County Housing Plan

July 2022

Report prepared by W.E. Upjohn Institute and the Southcentral Michigan Planning Council
for the Kalamazoo County Board of Commissioners



Lee Adams, Gerrit Anderson, Dakota McCracken, Emily Petz, Brian Pittelko

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1

Introduction

Introduction

Creating This Plan

The Upjohn Institute was asked by the Kalamazoo County Board of Commissioners to complete a housing plan for Kalamazoo County. This plan includes a housing needs assessment, market demands, results from the county-wide housing survey, goals and objectives, and strategies to move forward. Community and committee engagement helped guide the direction and focus.

Executive Summary

A healthy housing continuum provides homes for those in a range of incomes or in different life situations. Kalamazoo County has a shortage of housing units at multiple price points. Low rates of construction, high construction costs, increased demand from a growing population, and housing costs that are increasing faster than wages have contributed to the shortage and affordability issues. Fortunately, many strategies are available to help alleviate some of the housing concerns found in the county. These strategies are most effective when community partners band together and implement them as a cohesive unit.

The housing concerns in Kalamazoo County are not small. Rising costs have put most moderate- and low-income earners into situations where they are paying more in rent or ownership costs than what is financially sustainable. This increases the chances for displacement, especially for those with fixed incomes, such as seniors, individuals with disabilities, or people trying to rebuild after homelessness. There are over 15,000 overburdened renting households in Kalamazoo County. Of those households, 13,000 have annual gross incomes below \$35,000; that level of income only allows for monthly housing expenses to be at or below \$875. These numbers are further discussed on page 67.

Housing situations exist on a continuum from homelessness to securely affording a market-rate home. An example of this housing continuum is shown on the next page. A healthy housing market has options for any situation. People can move throughout the continuum as needs change in their lives. Kalamazoo County needs additional housing units in all types and price points, but there is a greater need for homes that are consistently affordable for those making moderate to low incomes. The addition of income-qualified units could provide sustained housing at price points that allow occupants to achieve financial stability and potentially move to a more secure form of housing.

Affordability is defined by a household paying 30% or less of their total gross annual income on housing. This is an inclusive definition is used for market-rate or subsidized housing. Conversely, income-qualified units are intended only for low- and moderate-income households.

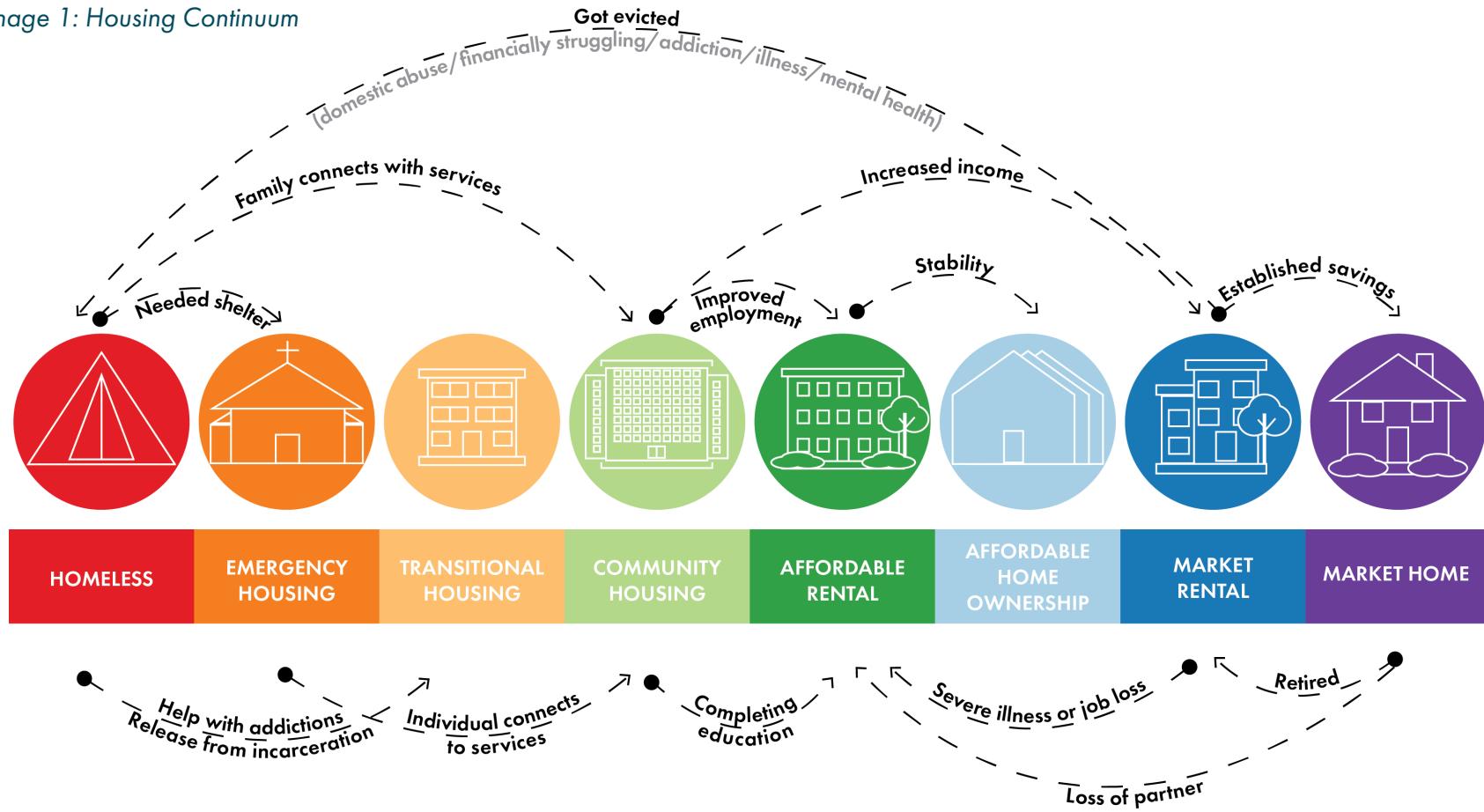
Introduction

Housing Continuum

The housing continuum demonstrates the range of housing types in which individuals may live during their lifetimes. A healthy housing market has options for any stage. Individuals can move in any direction at any point in their lives. A healthy community has

options along this continuum in order to allow residents to not only stay in their community through each stage, but, more importantly, to thrive through economic stability.

Image 1: Housing Continuum



These are a few examples of how people might move within the housing continuum.

Source: Housing Continuum Image Courtesy of United Way of Halifax (Canada)

Introduction

Partners

No single group or solution will solve the housing crisis in Kalamazoo County. As such, many individuals and organizations were asked to contribute to the creation of this housing plan, including municipal leaders, realtors, developers, employers, nonprofit agencies, and residents. A Steering Committee was created to provide critical direction and innovative ideas to the planning process, which in turn guided the goals and objectives of this plan. Stakeholder input on these strategies is vital, as their knowledge of local conditions and politics helps determine which are likely to succeed. Several public meetings were held to collect feedback on preliminary results, and survey responses were collected from around 3,000 county residents. The participation showed the level of concern and passion people have for housing solutions in Kalamazoo County.

The housing plan was made possible by the financial contributions from Kalamazoo County Board of Commissioners, Local Initiatives Support Corporation (LISC), the city of Portage, Kalamazoo County Continuum of Care, and an anonymous donor. Additional support was contributed by Oshtemo Township and volunteers at shelters and nonprofits to help distribute the unhoused survey. These shelters and nonprofits included the Disability Network, Cope/Kalamazoo Homeless Coalition, Ministry with Community, Open Doors, Kalamazoo Gospel Mission, Recovery Institute, South County Community Services, Vine Neighborhood, YWCA, Integrated Services of Kalamazoo, and Housing Resources Inc. We are very grateful for the collaboration and partnerships that were created throughout this process.



Introduction

Housing Assessment

This plan uses a number of indicators to assess the condition of the housing continuum. The indicators examined include the current and projected population, the existing housing stock, and the needs and desires of the current population. Population indicators are needed to understand the current and future demand for housing in the county. An examination of the existing housing stock is needed in order to grasp what problems currently exist and which housing types are needed going forward. Assessing the needs and desires of the existing population helps guide decision-making around how resources are utilized to provide the greatest benefit to county residents.

The population of Kalamazoo County has increased over the past few years and is expected to increase through 2030. The rate of growth in the county exceeded that of the state; likewise, Kalamazoo County has a higher proportion of those aged 18–24 than the state. This population increase has led to a higher number of households as well. Unfortunately, the number of housing units produced since the Great Recession did not keep pace with the population growth. This underproduction of housing has caused housing shortages and price increases, which in turn have caused more households to pay more than 30% of their income toward housing expenses. This phenomenon was not experienced equally across all parts of the county with both urban and rural areas (Northside Neighborhood and Prairie Ronde and Pavilion Townships, respectively) seeing higher than average levels of overburdened renters.

Many homes in Kalamazoo County have issues that require repairs. This is exacerbated by the fact that much of the housing

stock is older than 50 years. There are also multiple historic districts requiring specific standards for updates, adding cost or complication for owners, many who have low to moderate incomes. Those who responded to the housing survey stated that structural issues, mold, electrical, pests, and lead were the top concerns with their house or apartment; structural issues were the most frequent concern. Residents are also concerned about poor insulation and leaky windows, which was brought up regularly by survey respondents in different questions. Addressing the immediate and long-term issues with existing homes may, in some cases, cost more than the value of the house; this often leads to delays in addressing these concerns and impacts the quality of housing throughout the county.

The top four housing concerns of those responding to the survey were affordable housing for low income, unhoused, and vulnerable families; supportive services (mental health, financial literacy, etc.); and more units; followed closely by more transitional or temporary housing for those currently unhoused. Addressing all of these priorities would add options to the housing continuum for the most vulnerable and overburdened populations in the county. It is also important to note that survey respondents were from all income levels and from all parts of the county.

The survey results show many people preferring to live in more rural parts of the county. This corresponds with the amenities individuals look for when buying a new home. The top seven included safety, cost, features of the dwelling, location, proximity to work, sense of community, and connection to nature through trails and parks. Many of these needs can be met in different urban and rural settings by increasing access to nature through connected trails and improving public transportation.

Introduction

Supply and Demand

Over 15,000 households are in homes that do not meet their budget, while others are in types of housing they do not prefer. Meanwhile, the population in the county is growing, and housing construction is not keeping pace; it is anticipated that 7,750 new units are needed to appropriately house the new households forming or looking to locate in the county. These two factors have created housing shortages in several segments of the housing market. Therefore, higher rates of construction are essential to address both the current pent-up demand as well as the future demand. Local leaders will need to implement various strategies to enable and incentivize that increase in the supply of housing.

Unhoused

Forty percent of the respondents to the unhoused survey identified as Black, while just over 10% of the county's population does, calling attention to racial equity concerns. Feedback from community meetings and survey responses focused on concern about the impact of longstanding institutionalized racism, which is preventing individuals from generating wealth. This further establishes that the impacts of race-based lending practices, redlining, and fair housing issues with renting remain an issue despite recent attention.

Over one-third (38.5%) of the unhoused individuals surveyed indicated that children under the age of 16 are part of their household. Respondents listed the top reason (42.4%) they moved to Kalamazoo County as family connections, and the least frequently cited (less than 4%) was for the emergency shelters in the county.

Prior to becoming unhoused, half of the individuals surveyed rented their homes, some of which included renting individual rooms. Another quarter stayed with friends or relatives. Half of the individuals surveyed considered where they lived before becoming unhoused as unaffordable. To further that point, the respondents also chose the price of rent being too high as the top factor contributing to their unhoused condition.

The survey also asked what additional programs or supports individuals needed to become rehoused. The greatest number of respondents marked rental financial assistance as a need, followed by pre-rental programs to improve the likelihood of landlord acceptance of their applications.

Introduction

Vision

Create an equitable, sustainable, and inclusive community that offers quality, healthy, safe, decent, and affordable homes for all.

Mission

Improve residents' quality of life and sense of belonging, invigorate neighborhoods, and improve the economic future of our residents. Housing and other service providers will collaborate to leverage resources and build healthy residential communities throughout the county while promoting an atmosphere of pride, sustainability, and responsibility.

The Charge

To provide quality, affordable, accessible, and sustainable housing. To transform the lives of those who face affordable housing challenges by providing support through education and opportunity.

Introduction

Core Values

Professionalism: (Excellence, Financial Integrity, Accountability) To ensure financial integrity and be good stewards of our community's investment. To achieve excellence in programs, services, and products.

Transparency: To be transparent throughout all steps of the millage implementation.

Equity: To dismantle systemic racism and commit to work toward an equitable and inclusive future for all residents.

Respect: To communicate in ways that promote open dialogue and respect. To respond to people with integrity, dignity, compassion, and fairness.

Collaboration: To build strong partnerships and demonstrate a collaborative spirit. To enhance our community by advocating for creative and equitable solutions to housing issues across all systems and services.

Innovation: To foster innovative and creative solutions that develop diverse county-wide housing solutions

Goals

- 1. Increase Rental Opportunities**
- 2. Ensure Housing Supply Is Built to Meet Demand**
- 3. Remove Barriers to Acquiring and Keeping Homes**
- 4. Rehab Existing Housing Stock**
- 5. Embrace Housing as a Workforce Development Strategy**
- 6. Increase and Coordinate Supportive Services**
- 7. Advocate for Housing for All**

Methodology

Housed Survey Methodology

The intent of this survey was to document the housing characteristics and preferences of housed residents of Kalamazoo County. Survey questions were focused on demand for specific housing types, location preferences, clarifying housing challenges, getting feedback on housing priorities, and determining how different demographic groups are impacted by the housing crises. Information gathered from this survey was used to inform content in the Kalamazoo County Housing Plan.

The target population for the survey was housed residents living in Kalamazoo County. For the purposes of this survey, all adults living in the household were asked to respond. As of 2020, Kalamazoo County has a population of 264,322, American Community Survey 5 year estimates. There are 207,218, individuals aged 18 and over residing in Kalamazoo County as of 2020, American Community Survey 5 year estimates. Additionally, there are 104,278 occupied housing units as of 2020, [Kalamazoo County Continuum of Care Annual Report](#).

A sample of residential addresses was obtained from the Kalamazoo County government. Because the county government utilizes the address list for emergency services, apartment units are not specified. This lack of information was accounted for by identifying multifamily residents in the address list and verifying the number of units at the address from voting records. Addresses to be mailed survey prompts were randomly selected from the augmented list. Moreover, the survey was also shared on social

media by cities, townships, villages, neighborhood groups, and nonprofits throughout Kalamazoo County.

The survey instrument was implemented via Survey Monkey on March 1, 2022, and concluded on May 22, 2022. A total of 35,500 survey prompts were mailed to homes in Kalamazoo County. Resource limitations led to the selection of a multifaceted approach to advertising the survey among housed residents of Kalamazoo County. Moreover, this approach would attempt to account for the errors that could occur from administering a survey prompts only via a mailer.

From the 35,500 survey prompts that were mailed, 3,000 responses were received. Of the total population, the survey received a response rate of 1.4%. As the survey results were not a random sample of the county, the responses were weighted to reflect county demographics. The responses were more concentrated in homeowners and white individuals than the county's population. For example, according to the U.S. Census American Community Survey, about 35% of households are renters. In the survey responses, about 15% were renters. Iterative proportional fitting (raking) was used to weight the results by both renters or owners, and race/ethnicity. Reweighting the survey responses brought the results closer to a representative sample of the county and helped reduce the possibility of response bias.

Methodology

Unhoused Survey Methodology

The intent of this survey was to document the housing characteristics and preferences of unhoused residents of Kalamazoo County. Survey questions focused on the impacts of programs and services, needs that are not being met, clarifying past and present housing challenges, getting feedback on housing priorities, and determining how different demographic groups are impacted by the housing crises. Information gathered from this survey was used to inform content in the Kalamazoo County Housing Plan.

The target population for the survey was unhoused residents living in Kalamazoo County. For the purposes of this survey, unhoused individuals were self-identified. As of 2020, Kalamazoo County had a population of 264,322, according to the American Community Survey 5 year estimates. At least 2,112 individuals experienced homelessness in Kalamazoo County in 2020, [Kalamazoo County Continuum of Care Annual Report](#). The unhoused survey received 169 responses.

The Continuum of Care worked with multiple different organizations to reach those who are experiencing homelessness. The target population was category one: literal homeless. This is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by

charitable organizations or by federal, state, and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. An individual or family has to meet only one of the above criteria to qualify as literal homeless. Partner organizations volunteered their time and energy to administer the survey through computers, phones, and tablets. The organizations serve or work with those who are unhoused in different capacities, including street outreach, case management, shelters, and transitional housing. These organizations included the Disability Network, Cope/Kalamazoo Homeless Coalition, Ministry with Community, Open Doors, Kalamazoo Gospel Mission, Recovery Institute, South County Community Services, Vine Neighborhood, YWCA, Integrated Service of Kalamazoo, and Housing Resources Inc.

The survey instrument was implemented via Survey Monkey on March 20, 2022 and concluded on May 31, 2022. The compensation for unhoused individuals' time to complete the survey was a \$10 gift card.

Of the total unhoused population from the 2020 annual report, the survey received a response rate of 8%.



Brownfield Redevelopment Authority Project Application

To be considered for inclusion in the Program, the applicant will request a pre-application meeting with the Community Development Department. Department staff will share the Program criteria and will review the applicant's proposed project. Following the meeting, department staff will provide the applicant with a summary review of the project and a recommendation of whether the project would qualify for participation in the Program. When the applicant has made the required preparations, an application must be submitted to the Community Development Department in electronic format.

Please submit your application in this Excel format. Submittals may be in draft version up until such a time that legal review is requested, prior to which, the final version must be completed and the application fee must be paid. This application form must be completed by the applicant to initiate the brownfield review process by the City of Portage Brownfield Redevelopment Authority (BRA).

Last Updated: 12/3/24

Contents

The following sections are included in this application. All sections must be completed in order for the application to be accepted.

- A. Application Fee
- B. Applicant Information
- C. Project Information
- D. Investment Criteria
- Tab Required Documents
- Tab Org Chart
- Tab Certifications

A. Application Fee

The Application fee is based on total project investment: 0.1%, i.e. a \$1,000,000 project will result in a \$1,000 fee, due at the time of application submittal. No legal review of a submitted application will occur unless the requisite fee is paid. After submitting your application an application fee will be determined and an invoice will be created (within 24 hours) and payable online or at city hall. Once payment has been received the review process will be initiated.

[Once Your Invoice is Received, Click Here to Pay Your Application Fee on the BS&A Platform](#)

You may submit the completed application form and any supplemental materials to:

Jonathon Hallberg | Deputy Director of Economic Development
City of Portage, Community Development Department
7900 S. Westnedge Ave., Portage, MI 49002
O (269) 329-4474, F (269) 324-0537
hallberj@portagemi.gov

Additional information about Brownfield Applications and the City of Portage Brownfield Authority process is available [HERE](#).

B. Applicant Information

Date: 2/20/2025

Applicant (Organization/Firm): Allen Edwin Homes
Mailing Address: 2186 E Centre Ave
Portage, MI 49002

Principal: Tom Larabel

Title: VP of Land Development

Contact Person for Applicant: Brian Farkas
Contact Phone Number: 248.412.3407
Contact Email Address: bfarkas@allenedwin.com

Title: Director of Workforce Hous

Current Property Owner: SDI Oakland Commons LLC; Green De
Mailing Address: 2186 E Centre Ave
Portage, MI 49002

Principal: Tom Larabel

Title: VP of Land Development

Contact Person for Owner: Brian Farkas
Contact Phone Number: 248.412.3407
Contact Email Address: bfarkas@allenedwin.com

Title: Director of Workforce Hous

Project Architect/Engineer: Monument Engineering
Mailing Address: 1209 E Milham Ave
Portage, MI 49002

Contact Person: Pat Flanagan

Title: Civil Engineer

Contact Phone Number: pflanagan@monumentengineering.cc
Contact Email Address: 269.344.6165

Project Architect/Engineer: _____ (if more than one)
Mailing Address: _____

Contact Person: _____

Title: _____

Contact Phone Number: _____
Contact Email Address: _____

Construction Project Manager/

General Contractor: Allen Edwin Homes
Mailing Address: 2186 E Centre St
Portage, MI 49002

Contact Person: Craig Russel

Title: VP of Construction

Contact Phone Number: 269.321.2610
Contact Email Address: crussel@allenedwin.com

Property Management Firm: Copper Bay (if applicable)
Mailing Address: 2186 East Centre St
Portage, MI 49002

Contact Person: Lexis Hornbeck **Title:** Leasing Manager
Contact Phone Number: 616.878.1748
Contact Email Address: lhornbeck@copperbay.com

Please complete the Org Chart tab in this application document.

Completed

C. Project Information

Project Name: Creekside Commons; Oakland Commons
Project Address(es): 8150 Creekside Drive; 9581 Oakland Drive
Portage, MI 49024

Parcel ID Number(s): 10-00021-125-J; 10-00029-425-G

Existing Acreage: 20.47 **Existing Building Square Footage:** 0

Project is a(n):

Greenfield Construction Redevelopment Adaptive Re-Use/ Renovation

Project Summary: For mixed-use projects, include percentage of residential by square footage. For residential projects (or components of mixed-use), please share proposed method of certification and duration of affordability impact. Indicate if project will result in the subdivision of any present tax parcels and provide details. If more space is required, please create an **Attachment I** and share these details therein. Information should be consistent with and/or reference the details provided in proforma document.

The proposed redevelopment consists of two vacant parcel totaling 9.11 acres and 11.36 acres in the City of Portage. The development involves two eligible properties that will be developed by Allen Edwin Homes with a total of 104 new residential units on the two properties. The Creekside Commons property (8150 Creekside Drive, 9.11 acres) will involve preparing the site for development to make way for 46 new residential units available for rent. The 46 units include 38 single family homes that are anticipated to be 1,640-square foot 4-bedroom homes, and two 4-plex buildings for a total of eight residential units that are also expected to be 1,640-square feet per unit. The Project will involve the creation of a drive off of Creekside Drive connecting to a cul-de-sac drive through the development. The project includes income restricting 10 units in this development (22%), including eight single-family homes and two 4-plex units. The Oakland Commons property (9581 Oakland Drive, 11.36 acres) will involve preparing the site to make way for 58 new residential units available for rent. The 58 units include 26 single family homes that are anticipated to be 1,640-square foot 3-bedroom units, three duplex buildings for a total of six residential units, six 3-plex buildings for a total of 18 residential units, and two 4-plex units for a total of eight residential units. The project will be developed around a ring road that will include 18 single family homes in the interior of the ring road and the balance of the units on the outside of the ring road. The development will include multiple paved walking paths with a primary entrance from Oakland Drive and an additional emergency access drive with access from Shaver Road. The project includes income restricting 12 units (21%), including 5 single family units, 2 duplex units, 3 3-plex units, and 2 4-plex units. A total of 22 units out of 104 will be income restricted. The total capital investment is expected to be approximately \$35,464,602.

Projected Private Investment in Development / Redevelopment: \$35,464,602

Future Number of Buildings: 77 **Total Future Square Footage:** 170,560

Status of Development Permits and Applications: (Indicate any rezoning applications, tentative plan applications, site plan applications, state and federal permitting that must be approved either prior to, or concurrent with, the Brownfield Redevelopment Incentive.)

The Site Plan for the project has already been created. Local and state approvals of the project are anticipated in Winter 2025 with construction start in spring 2025 on both parcels. All units are expected to be built by 2028 on a three-year build schedule. The Oakland Commons parcel is expected to have construction completed by 2027. The Creekside Commons parcel is expected to have construction completed by 2028. Any encumbrances on the property are identified in the submitted site plans.

Status of Assessment Appeals: (Indicate if there are any assessments presently under appeal and the status of those appeals.)

Not applicable.

Qualifying Status of the Property:

Facility

Blighted

Functionally
Obsolete

Projected Number of Years of Local Tax Capture to Reimburse Eligible Expenses: _____

Summary of Rationale for Qualifying Status (provide documentation under separate cover if necessary):

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 58 housing units on Parcel #10-00029-425-G and 46 units on #10-00021-125-J, thus these parcels are eligible property under Act 381.

Other incentives applicant intends to apply for: (Please include anticipated review/approval dates and amount of incentive proposed.)

State tax capture through a MSHDA approved Act 381 Work Plan.

If applicant is not applying for other incentives, please state why the Brownfield Incentive Policy is the only assistance being sought for the project:

The project is not eligible for the MEDC CRP program. Development projects cannot apply for MSHDA MI Neighborhoods funding without the capital stack (including TIF incentives) approved and this project does not contemplate income restriction at 60% AMI, so it is not a MI Neighborhoods candidate.

Is the project located within a TIFA District? (i.e. Downtown Development Authority, LDFA, etc.)

Yes No

If so, state the appropriate authority's current level of support and any official action taken by the authority related to the project with date:

Not applicable.

New and Retained Jobs

Include additional data in ATTACHMENT I if necessary.

Description	New		Retained	Avg. Annual Pay
	# Full-Time	# Part-Time		

Residential Unit Details (if relevant)

Submit an external document, or as part of ATTACHMENT I, if necessary.

Unit Type	Income/AMI Restrictions	# Units	Sq. Ft.	Rent or Sale Price

Describe method of annual income certification and duration of affordability impact.

We plan to use one of the tenant self-certification forms made available by MSHDA. Income restricted units will be income restricted for 15 years at Oakland Commons and income restricted for 10 year at Creekside Commons.

D. Investment Criteria

IMPORTANT - Refer to the City of Portage Brownfield Redevelopment Incentive Policy and indicate which of the investment criteria the project will meet:

Check all that Apply

Sustainable Development

- LEED Silver (or higher) Certification
- Energy Star V3.2 (or higher)
- Equivalent Alternative (List)

Housing Development Activities

Project includes "Housing Development Activities", as defined in Section 2(x) of the Brownfield Act, **and** provides income qualified housing

Diversity of Housing Type

Provides a housing type (single-family attached, single-family detached, duplex, or multi-family) that is less than 20% of the existing housing type in a census block group, according to the most recent decennial census, **or** if the census data is more than five years old, according to the most recent American Community Survey data

Accessibility / Visitability

If both criteria are met, the applicant will receive two points

Provides a housing development where at least 10%+ of units meet/exceed ADA Accessibility Standards.

75%+ of units meet/exceed Visitability standards: a) no-step entry; b) barrier free parking, with ramps if needed; c) barrier free entry door; d) barrier free half-bath on first floor; e) electrical switches at reachable heights; f) accessible route through first floor living space.

Activation in Designated Sub-Areas of Portage

Master Plan Subarea

Sub-area District:

Stated Master Plan Goal Delivered:

City-Targeted Parcel

Property designated in Portage Forward

Together 2045 Master Plan

Multimodal Transportation

Transit Passes for residents & employees for three years **AND** provide land/

Proposed Number of Passes:

improvements on-site

Improvement to be financed:

Contribution to Multi-Modal Fund

Amount:

Job Creation

20 FTE jobs/25% + increase in FTE jobs

Jobs

Avg. Pay
(Annual)

Summary - Jobs Created (what
kind of jobs, how many, etc.):

Mixed-Use Development

Includes housing and a mix of other commercial uses

Public Space Improvements

Based upon an approved City of Portage plan

Alternative Public Space Improvement

Summary Information (in either case): Oakland Commons: Walking and biking trails throughout and improvements to City infrastructure included in the PUD Approval in excess of what's required. Creekside Commons: Walking and Biking Trails and Sidewalk extension to Centre in excess of what is required.

Site Amenities (residential/mixed-use) Provides at least **two**:

Secured mail/package room

Clubhouse with social areas

Furnished & landscaped terrace w/ outdoor kitchen or grill station

Walking/ biking path

Multi-use seating area/ gazebo/ pavilion

Fitness Center

Dedicated pet park

Sports courts

Secured bicycle storage

Swimming pool

Child Care Facilities

Includes State-licensed child daycare center per MCL 722.111(f)(iv)

Total Investment (If \$15 million, qualifies for two investment criteria)

Will equate to a minimum taxable value of \$10 million or more upon completion.

Will equate to a minimum taxable value of \$15 million or more upon completion.

TOTAL INVESTMENT CRITERIA

3

Unit Type	Income/AMI Restriction	# Units	SF	Rent or Sale Price
4-BD Single Fam	N/A	30	1640	\$ 2,400
4-BD Single Fam	90% AMI	8	1640	\$ 2,233
3-BD Attached	N/A	6	1640	\$ 2,100
3-BD Attached	90% AMI	2	1640	\$ 1,959
4-BD Single Fam	N/A	21	1640	\$ 2,300
4-BD Single Fam	90% AMI	5	1640	\$ 2,233
4-BD Attached	N/A	4	1640	\$ 2,400
4-BD Attached	90% AMI	2	1640	\$ 2,233
3-BD Attached	N/A	15	1640	\$ 2,300
3-BD Attached	90% AMI	3	1640	\$ 1,959
3-BD Attached	N/A	6	1640	\$ 2,100
3-BD Attached	90% AMI	2	1640	\$ 1,959

OAKLAND COMMONS & CREEKSIDE COMMONS

DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT AND BROWNFIELD REIMBURSEMENT AGREEMENT, is made and entered into effective as of the latter of the signature dates below, by and among the City of Portage “Brownfield Redevelopment Authority” a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 7900 South Westnedge Avenue, Portage, Michigan 49024 (the “Authority”) and GREEN DEVELOPMENT VENTURES, LLC, a Michigan Limited Liability Company, d.b.a. Allen Edwin Homes (“Developer”).

RECITALS

- A. The Authority, and the City of Portage (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety, and welfare.
- B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381.
- C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight, or obsolescence as appropriate sites for creating a Plan.
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the “Increment” or “Tax Increment Revenue or “TIR”) to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as “Eligible Costs”) and permits the reimbursement to Developer of “Eligible Costs” it has incurred.
- E. Developer is the owner of two parcels in the City located at **9581 Oakland Drive and 8150 Creekside Drive, Portage, Michigan, 49024** (the “Property”) and legally described and depicted on the attached Exhibit A.
- F. The Property has been included in the Plan and qualified as an “Eligible Property” under the terms of Act 381.
- G. The Developer intends to redevelop and improve the Property by establishing two separate for-lease housing developments, Oakland Commons and Creekside Commons. The combined developments will result in a total of 114 for-lease housing units and an estimated total capital investment of \$35,000,000.
- H. Oakland Commons involves the construction of 58 new residential units at 9581 Oakland Drive, consisting of 26 single family homes that are anticipated to be 1,640-square foot 3-bedroom homes, three duplex buildings for a total of six residential units, six 3-plex buildings for a total of 18 residential units, and two 4-plex buildings for a total of eight residential units. Of the 58 for-lease housing units at Oakland Commons, 46 will be market rate housing units and 12 will be income qualified workforce housing units for a period of fifteen (15) years. The total capital investment for Oakland Commons is estimated at \$19,000,000.
- I. Creekside Commons involves the construction of 46 new residential units at 8150 Creekside Drive, consisting of 38 single family homes that are anticipated to be 1,640-square foot 4-bedroom homes, and two 4-plex buildings resulting in eight attached residential units. Of the 46 for-lease housing units at Creekside Commons, 36 will be market rate housing units and 10 will be income qualified workforce housing units for a period of ten (10) years. The total capital investment for Creekside Commons is estimated at \$16,000,000.
- J. The Project will require the Developer to incur “Eligible Costs” including site preparation, infrastructure improvements, environmental activities, contingency costs, and housing subsidy financing gap costs to satisfy Due Care obligations under the Developer’s Brownfield Plan and “381 Work Plan” dated February

17, 2025, all of which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals. The Developer's Eligible Costs are estimated at \$12,043,898. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended and to set forth the Authority's commitments to the Project, and to establish the use of the Authority's Tax Increment Revenues to reimburse Developer for Developer's Act 381 Eligible Costs.

K. The Authority may retain funds to pay Administrative Costs from the annual Tax Increment Revenues attributable to the Property. The amount the Authority may retain shall not exceed the amounts permitted by Act 381.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.

2. The Plan. The Plan, approved by the Authority and the Portage City Council, is attached as Exhibit B, and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. CONTINGENCIES: The obligation of the Developer to develop the Project on the Property is contingent upon the Developer's ability to secure the following:

3.1. The Developer shall have obtained all necessary governmental and quasi-governmental approvals needed to develop the Property and permit the use of the Property for the Project, including, for example, and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Property for the Project.

3.2 Approval by Michigan State Housing Development Authority ("MSHDA") of the Act 381 Work Plan and other financial incentives needed by the Developer for the Project and The Plan approved by the Authority and City Council.

4. Term of Agreement. Pursuant to the Plan, the Authority shall capture and reimburse the Developer the amount of Tax Increment Revenues (TIR) generated from real and personal property taxes allowed by law on the Eligible Property and based upon the Developer's actual Eligible Costs. The capture of TIR and reimbursement of the Developer's Eligible Costs are anticipated to begin in **2026**, but the Project commencement and Completion Date could be delayed for up to 5 years after the approval of the Plan as permitted by Act 381, and will continue until the earlier of (hereinafter, the "End Date"):

4.1 Both the total reimbursement to the Authority of its Administrative Costs, and reimbursement to the Developer of the Developer's actual Eligible Costs for those Eligible Activities set forth in Paragraph 6, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount"), such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

4.2 **20** years from the beginning date of the capture of Tax Increment Revenues, with the final five years designated for the Local Fund only.

The period during which the Developer is reimbursed under this Paragraph 4 shall be referred to as the "Reimbursement Term."

5. Evidence of Property Control. Prior to the execution of this Agreement, the Developer has provided to the Authority a copy of its fully executed warranty deeds for each of the Parcel(s), verifying the Developer's obligation for payment of real property taxes at the Property.

6. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred and included in the Plan. It may include environmental due diligence and Due Care Activities, site preparation, and infrastructure improvements, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals.

7. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs from all available Tax Increment Revenues collected from the real and personal property taxes on the Property.

8. Reimbursement Process.

8.1 Cost Reimbursement Request. The Developer's Cost Reimbursement Requests for Oakland Commons and Creekside Commons shall be submitted separately, and the terms identified in this Agreement shall be applied independently for Oakland Commons and Creekside Commons. The Developer shall submit to the Authority the Eligible Costs incurred, including the dates of each Eligible Activity, a detailed description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, and other backup documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs" and, upon completion of each Project, final certificates of occupancy to document project completion (the "Completion Date"). After the Developer has completed each Project and, in no event, more than 12 months following the Completion Date, the Developer shall submit to the BRA the above documentation of the Eligible Costs incurred by the Developer for each Project. Failure to provide the above-noted information when due or within the time permitted by the Authority may result in foregone reimbursement to the Developer by the Authority for Eligible Costs that have not been requested within the time frame described above.

8.2 Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then the Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall determine whether the submittals of incurred costs are Eligible Costs. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within fifteen (15) days of receipt of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the City or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

8.3 Reimbursement. After collection of each of the summer and winter taxes on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the

Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 8 to the extent that taxes have been captured and are available in that fiscal year. Under Act 381, the Authority shall collect one hundred percent (100%) of Tax Increment Revenues from the Project for the purpose of reimbursing the Authority for Administrative Costs and the Developer for Eligible Costs until fully reimbursed. Simple interest at the rate of three-and-one-half percent (3.5%) per annum (“Interest”) shall accrue on all approved Eligible Costs as described in the plan, in each case calculated from the date that the Authority approves the Developer’s request(s) for reimbursement for pertinent Eligible Costs until such Eligible Costs are reimbursed in full, subject to the limitations set forth in this Agreement. Interest will be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at the time (other than accrued Interest). Principal amounts of the Eligible Costs shall be reimbursed to the Developer prior to Interest accruing thereon. If there are insufficient Tax Increment Revenues available in any given year to reimburse all the Authority’s Administrative Costs and Developer’s Eligible Costs, as such Administrative Costs and Eligible Costs are described in this Agreement and in the Plan, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. The Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement until all the amounts for which submissions have been made have been fully paid to the Developer, subject to the limitations of Section J of the Recitals, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes have been timely and completely paid, including all penalties, interest, and other amounts due in relation thereto when due. For purposes of this Agreement, to be paid in a timely manner, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date. The Developer’s reimbursed Eligible Costs for Oakland Commons, inclusive of contingency and interest, shall not exceed the lesser of \$8,157,789 or the MSHDA-approved limitation of Eligible Cost reimbursement. The Developer’s reimbursed Eligible Costs for Creekside Commons, inclusive of contingency and interest, shall not exceed the lesser of \$6,356,375 or the MSHDA-approved limitation of Eligible Cost reimbursement.

8.4 Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

Green Development Ventures, LLC
c/o Tom Larabel, VP of Land Development
2186 E. Centre Ave.
Portage, MI 49002

9. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

9.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority’s behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority

within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all the City and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

9.2 Property Tax Appeal: In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the Brownfield Plan, the Authority shall do the following:

- a. The Authority shall remit Tax Increment Revenue (TIR) reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal.
- b. Any Tax Increment Revenue that is collected shall be held in a separate account of the Authority until the pending appeal is adjudicated.
- b. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings or will resume payments to Developer based upon the conclusion of such tax appeal pursuant to Section 8 of this Agreement.

9.3 Reduction of Property Assessments: If Developer successfully petitions the Michigan Tax Tribunal (Tribunal) to lower the assessments levied by the City against the Property for tax purposes, the provisions under Paragraph 8.3 may require a redetermination regarding the amount of TIR that would be captured over the remaining Reimbursement Term of this Agreement because of such lower assessments. If such amount is less than the actual amount of TIR that Authority has already paid to the Developer, Developer shall reimburse Authority the difference between the total amounts of adjusted TIR captured over the balance of the Reimbursement Term of this Agreement and the amount actually paid to Developer. The Developer indemnifies and shall fully reimburse the Authority for all Administrative Costs as defined within the Plan, expenses, or reductions in revenue from what was projected as tax increment capture because of the successful petition. Otherwise, any refund due to the Developer because of the lower assessments is limited only to the amount such refund exceeds the amount of TIR paid to Developer for those years covered by the Tribunal's order. The Developer shall fully reimburse the Authority within 30 days of notification from the Authority as to the amount due resulting from the reduction(s) in question.

10. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following (collectively the "Undertakings"):

10.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and construct the Project. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, war, acts of God, the COVID-19 pandemic or a future similar pandemic, failure to obtain governmental approvals, etc.) ("Force Majeure"), Developer shall commence construction of the Project within a commercially reasonable time after the date that Developer secures all necessary approvals, authorizations, permits and entitlements for the Project and otherwise satisfies all requirements of Developer's lenders or other financing parties for the Project, but in no case later than one-hundred-twenty (120) days after execution of this agreement (collectively, the "Approvals", and such date on which Developer is required to commence construction being the "Commencement Date"), and shall use commercially reasonable efforts to substantially complete the Project - defined as date when Developer receives a temporary or final occupancy permit from the City - within thirty-six (36) months of the Commencement Date. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property,

except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 8 hereof with respect to payments from Tax Increment Revenues.

10.2 Work Force Housing. Developer commits to an allocation of twenty-two (22) Workforce Housing Units within the residential component of the Project (the “**Workforce Housing Set-Aside**”), upon the following terms and conditions:

i. For purposes of this Agreement, the term “**Workforce Housing Units**” or “**WFH Units**” shall mean units offered at the rental rates specified in Paragraph 10.2 (ii) below. The Workforce Housing Units shall be “floating” units in that such Units may be relocated within the Project from time-to-time during the Reimbursement Term (as defined below), provided that Developer maintains the minimum number of Workforce Housing Units required to satisfy the Workforce Housing Set-Aside during the Reimbursement Term.

ii. Subject to the terms herein, monthly rent for a Workforce Housing Unit shall not exceed the “Rent by Bedroom” rates as published in the Michigan State Housing Development Authority Income and Rent Limits report for Kalamazoo County in effect at the time the lease for the Workforce Housing Unit is executed (the “**MSHDA Rent Report**”), in accordance with the following proportions:

1. Monthly rent for five (5) of the three-bedroom WFH Units and seven (7) of the four-bedroom WFH Units shall not exceed an average Rent by Bedroom at 90% at the Oakland Commons development site for a period of fifteen (15) years per Exhibit C.

2. Monthly rent for two (2) of the three-bedroom WFH Units and four (4) of the four-bedroom WFH Units shall not exceed an average Rent by Bedroom at 90% at the Creekside Commons development site for a period of ten (10) years per Exhibit C.

“Monthly rent” shall include gas, water, heat and electric. “Monthly rent” shall exclude parking, security deposits, internet service, application fees, storage, pet fees and similar fees and deposits.

iii. Monthly rent charged for the WFH Units will increase or decrease from time to time during the Reimbursement Term in accordance with increases or decreases in the “Rent by Bedroom” rates published in the MSHDA Rent Report; provided, however: (A) such increases or decreases in Monthly rent shall only affect new leases for WFH Units executed after the changed “Rent by Bedroom” rates are published in the MSHDA Rent Report; and (B) in no event shall the Monthly rent charged for the WFH Units decrease below the “Rent by Bedroom” rates published in the most current MSHDA Rent Report published prior to the date of execution of this Agreement, which is attached as Exhibit C.

iv. If the MSHDA Rent Report is no longer published during the Reimbursement Term, Monthly rent for new leases of WFH Units shall be based on 30% of Gross Annual Area Median Income for the Portage-Portage MSA as published by the U.S. Department of Housing and Urban Development (“**HUD**”), divided by 12, and adjusted to “Rent by Bedroom” rates in the same proportions as set forth in the last published MSHDA Rent Report.

v. The Workforce Housing Set-Aside component of the Project as described in this Paragraph 10.2 shall expire automatically upon the expiration of the Reimbursement Term.

vi. The Developer shall income qualify all tenants for WFH Units utilizing a MSHDA-approved tenant self-certification form and shall verify the tenant household income through tax return data or other appropriate alternatives, as being no greater than 120% of Kalamazoo County Area Median

Income prior to lease signing. The Developer shall maintain an average household income of all WFH units, at Oakland Commons and Creekside Commons, independent of one another, of 90% of Kalamazoo County Area Median Income for the duration of their respective rent control periods. The Developer shall annually verify the tenants' household incomes as of their lease anniversaries to ensure that all WHF Units are occupied by income-qualified households based upon this average. In all other respects, and subject to subsection (viii) below, Developer is entitled to retain and exercise full and exclusive authority for the management of its operations and remain the sole judge in selecting tenants for the Workforce Housing Units, utilizing the same tenant selection and screening criteria as used by Developer for the non-WFH Units.

viii. Upon request by the Authority, but not more than once annually, Developer shall provide a written certification annually to the BRA (which will be due to the Authority on March 1 of the following calendar year), certifying as to Developer's compliance with the Workforce Housing Set-Aside.

ix. If the Authority believes that Developer has not met its obligations pursuant to this Paragraph 10.2, the Authority shall provide a written document to Developer describing in reasonable detail, the specific obligation not being satisfied, including an analysis of such non-performance (a "Written Notice"). Within 10 days after receipt of the Written Notice, Developer shall respond in writing, either a) agreeing to the Authority's findings and including a written plan for achieving compliance with this Paragraph 10.2 that is reasonably acceptable to the Authority, or b) disagreeing with the Authority's findings and the reasons therefor. If Developer disagrees with the Authority's position, Developer and the Authority shall meet (one or more times) within 30 days following the date of the Written Notice to attempt to resolve the WFH issues raised in the Authority's Written Notice. Should those meetings fail to reach a resolution satisfactory to the parties (a "Dispute"), then the parties agree to submit the Dispute as to this section 10.2 to a mediator. The mediator shall be an independent person, residing in Kalamazoo County with experience in residential real estate development; and who is acceptable to Developer and the Authority (the "Mediator"). Only if mediation does not resolve the Dispute can either the Developer or the City pursue legal or equitable remedies through judicial proceedings; the jurisdiction for which is in Kalamazoo County. During the Dispute process outlined above the Incentives for the Project shall continue, unless Developer has not cured a default regarding the other Undertakings or other provisions in this Agreement for which withholding, or withdrawal of Incentives is a permitted remedy.

Authority agrees and acknowledges if Developer terminates this Agreement for a failure of any of the contingencies set forth in Paragraph 3 hereof, or does not otherwise proceed with the development for any other reason, the foregoing Undertakings in Section 10.2 shall be void and of no force or effect.

10.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The improvements to the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

10.4 Project Sign. Place on the Property during the Project a development sign provided by the Authority to promote the Project and the Authority's participation in it. The sign will be returned to the Authority upon completion of the Project.

10.5 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

10.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated concerning the Project.

10.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees under paragraph 4.1 or 8.3 hereof are not paid to the Authority from Tax Increment Revenues it receives under paragraph 4.1 or 8.3 hereof, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. The Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to the Developer, provided the Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

11. Responsibilities of the Authority. In consideration of the preceding commitments of the Developer the Authority further agrees to:

11.1 Agency Contacts. Provide the Developer with the appropriate service/employment agency contact to identify City residents to interview for potential improvement.

11.2 Cooperation. Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

11.3 Reimbursement of Eligible Costs. The Authority shall extend to the Developer the benefits outlined in the Plan, subject to the provisions of Act 381 (Brownfield Redevelopment Financing Act of 1996 as amended). Those benefits include reimbursement for Eligible Activities from Authority Tax Increment Revenues as more fully set forth in Paragraph 8. These Eligible Cost activities may include, without limitation, site preparation (soil removal, grading, filling, etc.), parking facility and other infrastructure improvements, environmental assessment, due care obligations, or environmental response activities; and the services of various contractors, engineers, environmental consultants, attorneys, and other professionals retained regarding such activities, in each case to the extent included in the Plan. The Developer has undertaken discussion with the City regarding Eligible Activities that will be incurred by the Developer, and the Plan reflects those discussions. The Plan, as approved by the Authority and the City Council of the City of Portage as it relates only to the Property, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement violate or would cause any party to be in violation of Act 381, Act 381 controls. Reimbursement of financing gap subsidies shall be reviewed for approval annually and may commence once the Developer has satisfied a full year of WFH Unit assistance in accordance with this Agreement.

11.4 No official, board member, officer or employee of Authority or the City is personally liable to the Developer or its successor in interest upon a breach or default by Authority for any amount payable to the Developer or its successor or any obligation under this Agreement.

12. Developer's Representations, Warranties and Covenants. The Authority represents and warrants that it has the full authority to enter into and perform this Agreement in accordance with its terms, without breaching or defaulting on any obligation or commitment that it has to any third parties. The Developer hereby makes the following representations, warranties, and covenants:

12.1 Eligible Property. The Property is “eligible property” as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

12.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 8 hereof such costs that it has reasonably determined are reimbursable in connection with “Eligible Activities” within the meaning of Act 381.

12.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

13. Events of Default. Each of the following shall constitute an event of default:

13.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

13.2 Developer's failure for reasons other than Force Majeure to observe or perform any covenant or agreement contained in this Agreement, or otherwise violates any term of this Agreement, and fails to perform such covenant or agreement or otherwise cure such violation within 45 days after written notice thereof shall have been given to the Developer by the Authority (subject to Developer's right to cure as provided in Section 14).

13.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so.

13.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth herein.

13.5 Except as provided in Section 22 of this Agreement, any assignment of this Agreement or the rights or obligations hereunder by Developer, or transfer or other conveyance of the Property, or transfer or other conveyance of more than fifty (50%) percent of the beneficial ownership interests or voting control of the Developer, in each case whether directly or indirectly, or if the Developer terminates its existence.

13.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

14. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days (or such additional time as specified in Section 13) after written notice of default from the Authority specifying the alleged default (or such additional time as may be reasonably necessary and authorized by the Authority Board Chair, or their proxy, to cure the default at issue, provided that the Developer has commenced such cure within the initial cure period described above and is proceeding in good faith to cure but not more than three (3) months), the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

(a) withhold or suspend reimbursement to the Developer for Eligible Costs from TIR until the Developer has cured that default to the satisfaction of the Authority. Any action by the Authority shall not under any circumstances extend the Reimbursement Term unless approved explicitly by the Authority. In the event, the Authority suspends or withholds reimbursement, and such default by the Developer related to such suspension or withholding of reimbursement is not cured within 12 months from the end of any

applicable cure periods specified under this paragraph 14 or 13, the Authority may terminate this Agreement upon written notice to Developer.

- (b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) To secure any amount owed by the Developer to the Authority under this Paragraph, the Authority has the right to place a lien against the Property in the same manner as delinquent taxes, including the accrual of interest, penalties, and administrative expenses until the lien is fully satisfied.
- (d) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if the Developer otherwise defaults prior to substantial completion of the Project, the Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following a default by the Developer, or following expiration or termination of this Agreement for any reason, the Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

15. Authority Default and Developer Remedies. If the Authority in any material respect fails to perform or provide the Incentives in accordance with this agreement, and such undisputed failure continues for a period of thirty (30) days after written notice from Developer to the Authority specifying the alleged default (or such additional time as may be reasonably necessary to cure the default at issue provided that the Authority has commenced such cure within the initial thirty (30) days and are proceeding in good faith to cure but not more than three (3) months), the Developer shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation:

- a. To withhold or suspend the performance of all or any of the Undertakings.
- b. To seek specific performance of the Authority under this Agreement.
- c. To seek any other available remedies under the law.

16. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Act. If legislation is enacted in the future that alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

17. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

18. Plan Modification. The Plan and this Agreement may be modified by mutual agreement of the parties to the extent allowed under the Act and the City's applicable Brownfield Redevelopment Policy (as amended from time to time).

19. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: GREEN DEVELOPMENT VENTURES, LLC
c/o Brian Farkas
2186 E. Centre Ave.
Portage, MI, 49002

With copy to: (TBD)

If to the Authority: City of Portage Brownfield Redevelopment Authority
C/O Department of Community Development
7900 S. Westnedge Avenue
Portage, Michigan 49002

20. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present, and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

22. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The Authority shall not unreasonably withhold its consent to such assignment so long as the assignee assumes all of the Developer's obligations and liabilities under this Agreement. The Developer may make a collateral assignment of this Agreement to any institutional lender in connection with any financing for the Project, provided that the form of such assignment shall be subject to review by the Authority's legal counsel to verify that it does not violate any applicable constraints imposed by the constitutional prohibition on the lending of credit. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not party to this Agreement. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

23. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this may continue, is considered a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

24. Authorization. Each of the parties represents and warrants to the other that the board of directors or other governing body of that party authorizes this Agreement and its execution by the individual on its behalf.

25. Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter. There are no other understandings or agreements between them.

26. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

27. Additional Actions. Developer and the Authority agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

28. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"Administrative Costs" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff.)

"Brownfield Plan" is defined by Section 2(e) of Act 381;

"Due Care Activities" is defined by Section 2(m) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) of Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

[Signature Page Follows]

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

**CITY OF PORTAGE BROWNFIELD
REDEVELOPMENT AUTHORITY**

By _____

Print Name: Keith Lewandowski

Title: BRA Chairperson

Date _____

**DEVELOPER
GREEN DEVELOPMENT VENTURES, LLC**

By: _____

PRINTED NAME:

Its:

Date: _____

By: _____

PRINTED NAME:

Its:

Date: _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of the Plan)

Exhibit A – Legal Descriptions

9581 Oakland Drive
Portage, MI 49024

Parcel ID: 10-00029-425-G

11.36 Acres

Legal Description:

A PARCEL OF LAND SITUATED IN THE SE ¼ OF SEC 29, 3S, 11W: COMMENCING AT THE EAST ¼ COR OF SEC 29, 3S, 11 W; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 331.47 FT ALG THE NORTH LI OF THE SE ¼ OF SD SEC TO REFERENCE POINT "A"; TH SOUTH 90 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 90 DEG 554' 07" EAST) 331.47 FT ALG SD NORTH LI TO SD EAST ¼ COR; TH NORTH 90 DEG 59' 23" EAST (PREVIOUSLY RECORDED AS EAST) 116.95 FT ALG THE SOUTH LI OF THE NW ¼ OF SEC 28 3S, 11W TO THE NORTHWESTERLY ROW LI OF SHAVER RD; TH SOUTH 29 DEG 38' 07" WEST (PREVIOUSLY RECORDED AS SOUTH 29 DEG 39' WEST) 152.31 FT ALG SD ROW LI; TH NORTH 60 DEG 21' 53" WEST 145.41 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 198.90 FT PARALLEL W SD SOUTH LI; TH NORTH 44 DEG 50' 19" WEST 67.78 FT TO A LI EXTENDING SOUTH 00 DEG 05' 30" EAST FROM SD REFERENCE POINT "A"; TH NORTH 00 DEG 05' 30" WEST 12.78 FT TO SD REFERENCE POINT "A"; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 278.54 FT ALG SD NORTH LI TO THE POB; THN SOUTH 00 DEG 09' 41" WEST 753.56 FT; TH NORTH 89 DEG 50' 19" WEST 163.82 FT (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) PARALLEL W SD NORTH LI; TH SOUTH 00 DEG 09' 41" WEST 26 FT; TH NORTH 89 DEG 50' 19" WEST (PREVIOUSLY RECORDED AS SOUTH 89 DEG 55' 07" WEST) 543.56 FT PARALLEL W SD NORTH LI TO THE WEST LI OF THE EAST ½ OF SD SE ¼ AS ESTABLISHED BY "OAKLAND FARMS NORTH" SUBDIVISION; TH NORTH 00 DEG 04' 14" EAST (PREVIOUSLY RECORDED AS NORTH) 779.56FT ALG SD WEST LI OF THE EAST ½ TO SD NORTH LI OF THE SE 1/4 ; TH SOUTH 89 DEG 50' 19" EAST (PREVIOUSLY RECORDED AS NORTH 89 DEG 55' 07" EAST) 708.61 FT ALG SD NORTH LI OF THE SE ¼ TO THE POB, CONTAINING 12.57 ACRES OF LAND. THE WESTERLY PORTION BEING SUBJECT TO EASEMENT FOR OAKLAND DR. SPLIT/COMBINED ON 08/20/2018 FROM 00029-425-E, 00029-425-C;

8150 Creekside Drive
Portage, MI 49024

Parcel ID: 10-00021-125-J

9.11 Acres

Legal Description:

Unit 5 of Creekside Commons, a site condominium according to the Master Deed recorded in Document No. 2000-003766 and amended by First Amendment to Master Deed recorded as Document No. 2001-021465 in the Office of the Kalamazoo County Register of Deeds and designated as the Kalamazoo County Condominium Subdivision Plan No. 115, together with rights in general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Exhibit B – Copy of Brownfield Plan

DRAFT