SPECIAL MEETING OF THE PORT HURON BROWNFIELD REDEVELOPMENT AUTHORITY

Municipal Office Center
Conference Room 408
100 McMorran Blvd.
Port Huron, MI 48060
810-984-9735
www.porthuron.org

Wednesday, September 2, 2026 **4:00 PM**

Agenda

A. CALL TO ORDER

B. ROLL CALL

Member Jacob Orr
Member Bruce Seymore II
Member James Soto

C. APPROVAL OF MINUTES

1. Special Brownfield Redevelopment Authority Meeting - April 16, 2026 4:00 PM

D. PUBLIC COMMENT

E. PUBLIC HEARINGS

Items shown below require a separate public hearing to receive public comment. Following each hearing, the Commission will consider adoption of each resolution.

1. BFPH #26-003: Approving the Brownfield Reimbursement Agreement between the City of Port Huron Brownfield Redevelopment Authority and the Residences at 256, for the property known as 2921 Vacant Lot 25th Street.

2. BFPH #26-004: Approving the Brownfield Plan for The Residences at 256 project located at 2921 Vacant Lot 25th Street, Port Huron, Michigan, and recommending City Council schedule a public hearing on the plan for September 28, 2026.

G. ADJOURNMENT

David Haynes, Planning Director

The City of Port Huron complies with the Americans with Disabilities Act and Title VI. If *auxiliary aids, language assistance, or other services are required at a public meeting, please contact the Port Huron City Clerk, 100 McMorran Blvd., Port Huron, Michigan 48060, 810-984-9725 Ext. 0, at least three (3) business days prior to any such meetings.*

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Thursday, April 16, 2026 **4:00 PM**

Minutes

A. CALL TO ORDER

Chairman Bruce Seymore called the meeting to order at 4:00 PM

B. ROLL CALL

PRESENT: Bruce Seymore II; Jacob Orr; James Soto; Lee V Ward.

STAFF: Planning Director Haynes, Deputy Planning Director Thomas and Planning Coordinator Voisard

C. ELECTION OF OFFICERS

1. Chairman
2. Vice Chairman
3. Treasurer
4. Acting Director/Secretary

Member Bruce Seymore volunteered to be the chairman of the board. The board agreed unanimously.

Chairman Seymore nominated Member Orr for Vice Chairman. The board agreed unanimously.

Chairman Seymore nominated Member Ward for Treasurer and Director Haynes as the Acting Director/Secretary. The board agreed unanimously.

RESULT:	**ACCEPTED AS SUBMITTED [UNANIMOUS]**
MOVER:	James Soto, Member
SECONDER:	Jacob Orr, Member
YES:	II, Orr, Soto, Ward

D. APPROVAL OF MINUTES

1. Special Brownfield Redevelopment Authority Meeting - October 30, 2020 4:00 PM

RESULT:	**ACCEPTED AS SUBMITTED [UNANIMOUS]**
MOVER:	James Soto, Member
SECONDER:	Jacob Orr, Member
YES:	II, Orr, Soto, Ward

E. PUBLIC HEARINGS

1. BFPH #26-001: Approving the Brownfield Reimbursement Agreement between the City of Port Huron Brownfield Redevelopment Authority and the Fead Building, for the property known as 1635 Poplar Street.

   Kyle Schiweick, applicant and property owner of 1635 Poplar Street, gave an overview of the proposed project. He also gave an overview of the Brownfield documents and the benefits of the request to help this project move forward.

   Member Soto asked a few questions to the applicant regarding the landscaping (how many trees would be planted) and the number of parking spaces they have on the site plan.

   Mr. Schiweick replied that they have not finalized a landscaping plan at this time, but they are in the works of this currently and there will be some trees included. He also replied to the parking that has been provided was a requirement per the zoning ordinance for each of the units.

RESULT:	**ACCEPTED AS SUBMITTED [UNANIMOUS]**
MOVER:	Lee V Ward, Member
SECONDER:	Jacob Orr, Member
YES:	II, Orr, Soto, Ward

2. BFPH #26-002: Approving the Brownfield Plan for The Fead Building project located at 1635 Poplar Street, Port Huron, Michigan, and recommending City Council schedule a public hearing on the plan for May 11, 2026.

   Member Orr noted the public hearing notice and the notice to the taxing jurisdiction included in the packet had the old meeting date listed. *(These documents have been updated in the agenda packet to reflect the correct dates)*.

RESULT:	**ACCEPTED AS SUBMITTED [UNANIMOUS]**
MOVER:	Jacob Orr, Member
SECONDER:	Lee V Ward, Member
YES:	II, Orr, Soto, Ward

F. ADJOURNMENT

On Motion, the meeting was adjourned at 4:23 PM

Bruce Seymore II
Chairman

<u>BFPH #26-003</u>

Approving the Brownfield Reimbursement Agreement between the City of Port Huron Brownfield Redevelopment Authority and the Residences at 256, for the property known as 2921 Vacant Lot 25th Street.

WHEREAS, InvestPortHuron, LLC (the "Developer") has submitted a Brownfield Plan for The Residences at 256 project at the following location: 2921 Vacant Lot 25th Street (Parcel ID #: 74-06-345-0108-100) Port Huron, Michigan; and

WHEREAS, the City of Port Huron Brownfield Redevelopment Authority (the "Authority") has reviewed the plan and recommended the Port Huron City Council approve the agreement; and

WHEREAS, a Reimbursement Agreement (the "Agreement") has been prepared which details the procedures for reimbursing the Authority for costs associated with the administration of the plan, for reimbursing the Developer for eligible costs;

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby approves the Agreement and authorizes the appropriate Board Officials to enter into and execute the Agreement on behalf of the Authority, contingent upon the approval of the Plan by the City Council.

Reimbursement Agreement Residence at 526; 2921 VL 25th Street.docx

CITY OF PORT HURON BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD REIMBURSEMENT AGREEMENT

Residences at 256 – 2921 25th Street, Port Huron, Michigan

THIS BROWNFIELD REIMBURSEMENT AGREEMENT (the "Agreement") is dated ____________________, and is entered into between the CITY OF PORT HURON BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of the Public Acts of 1996, as amended ("Act 381"), whose address is 100 McMorran Boulevard, Port Huron, Michigan 48060; and InvestPortHuron LLC, a Limited Liability Corporation and its successors and/or assignees (the "Developer"), whose address is 502 E. Cesar E. Chavez Ave, Suite A, Lansing, MI 48906 (collectively, the "Parties").

RECITALS

A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan for the property commonly known as Residences at 256, located at 2921 25th Street, Port Huron, Michigan 48060 (the "Brownfield Plan"), which was duly approved by the City of Port Huron City Council.

B. The City of Port Huron currently owns the property located at 2921 25th Street, Port Huron, Michigan 48060, parcel identification number 06-345-0108-100 (the "Property"), which is legally described in the attached Exhibit A. The Developer intends to acquire the Property from the City following approval of the Brownfield Plan and satisfaction of any related conditions to closing. Upon the Developer's acquisition of the Property, the Property shall be treated as the project property subject to this Agreement. The Property is included in the Brownfield Plan as a "Housing Property" as defined in Act 381 and is therefore eligible for brownfield tax increment financing.

C. The Developer plans to rehabilitate and/or redevelop the Property, a vacant lot totaling ~1.47 acres located at 2921 25th Street, Port Huron, Michigan 48060. The Improvements will include the construction of six (6) new residential duplex buildings, totaling twelve (12) total for-sale residential condominium units. The Parties acknowledge that the Property is expected to be submitted to a condominium regime and that the resulting condominium units, together with any common elements and related parcels or tax descriptions created in connection with the condominium, shall continue to be treated as the Property for purposes of this Agreement and the Brownfield Plan. Any income-restricted units, affordability requirements, job creation estimates, or tax base impacts applicable to the project are as follows: Of the 12 residential units being created, all 12 units (100%) will be income restricted and kept attainable to persons at or below 120% AMI for an affordability duration of 5 years after the initial sale of each unit. The Improvements are expected to increase the tax base within the City.

D. Act 381 permits the capture of real and personal property tax revenues generated by the increase in taxable value of eligible brownfield properties resulting from their redevelopment, to pay or reimburse the costs of conducting "Eligible Activities" as defined in Act 381. The Authority and Developer desire to use Tax Increment Revenues generated by the Property to reimburse the Developer for Eligible Costs and to reimburse the Authority for its Administrative Costs.

E. In order to complete the Improvements, the Developer will incur costs for the following Eligible Activities: (1) Housing Development Activities (Gap Financing for Income Qualified Households) and (2) Brownfield Plan Preparation and Implementation (collectively, "Eligible Costs"). Total Eligible Costs for Developer reimbursement are estimated at $1,347,208. Total Captured Tax Increment Revenue, inclusive of BRA Administrative Fees, is estimated at $1,407,208.

F. The Authority has incurred and will incur certain expenses in the preparation and administration of the Brownfield Plan (the "Administrative Costs"), for which it seeks reimbursement from Tax Increment Revenues. The Administrative Costs for the duration of the Plan are estimated at $60,000.

G. This Plan seeks to utilize MSHDA Housing Tax Increment Financing ("Housing TIF") pursuant to Act 381. Use of Housing TIF requires that sale prices for income-restricted units be kept attainable to household incomes at or below 120% AMI.

H. The Parties are entering into this Agreement to establish the procedures and terms for reimbursement from Tax Increment Revenues under Act 381 and the Brownfield Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Unless otherwise specifically indicated, the words and phrases used in this Agreement shall have the following definitions: "Additional Response Activities," "Baseline Environmental Assessment Activities," "Brownfield Plan," "Due Care Activities," "Eligible Activities," "Eligible Property," "Local Taxes," "MSHDA," "Tax Increment Revenues," "Taxes Levied for School Operating Purposes," and "Work Plan," as defined under Section 2 of Act 381.

2. The Brownfield Plan

The Brownfield Plan for Residences at 256 located at 2921 25th Street, Port Huron, Michigan 48060 ("Plan") is attached as Exhibit B and incorporated herein by reference. To the extent any provision of the Plan conflicts with this Agreement, the terms and conditions of this Agreement control. To the extent any provision of the Plan or this Agreement conflicts with Act 381, Act 381 controls.

3. Term of Agreement

This Agreement shall be effective upon the date of last signature below; provided, however, that the Developer's right to receive reimbursement from Tax Increment Revenues shall not begin until the Developer has acquired fee title to the Property and submitted evidence of such acquisition to the Authority. This Agreement shall remain in effect until the earliest of: (a) full reimbursement to the Developer of all approved Eligible Costs not to exceed $1,347,208.00; (b) expiration of the the 30 year reimbursement capture period (2028-2057) authorized under the Brownfield Plan; or (c) thirty-five (35) years following the date of City Council approval of the Plan1. If this Agreement ends before the reimbursement of all approved Eligible Costs, the final payment by the Authority shall be the summer and winter taxes distributed during the final year of this Agreement.

4. Eligible Activities

The Developer shall diligently pursue completion of all Eligible Activities set forth in the Plan. The Developer may have initiated certain activities prior to the date of this Agreement that may be submitted as Eligible Activities for reimbursement if permitted under Act 381. The following categories of Eligible Activities are authorized under this Agreement and the Plan:

1. Housing Development Activities – Gap Financing ($1,288,208)
2. Brownfield Plan Preparation ($9,000)
3. Brownfield Plan Implementation ($50,000)

Note: The above eligible activities are presented as separate line items to permit the applicable reviewing agency to connect each activity to the corresponding budget line item. The Developer shall maintain a detailed project cost budget documenting all Eligible Activity expenditures by category.

5. Reimbursement Source

The Authority shall capture the Tax Increment Revenues generated from Local Taxes imposed on the Property during the term of this Agreement and shall use those revenues only for the following purposes: (a) to reimburse the Developer's actual, documented expenses for approved Eligible Activities; and (b) to reimburse the Authority's Administrative Costs. If a Work Plan is prepared and the applicable state agency does not approve certain activities for School Tax capture, the Authority will reimburse the Developer for those activities from Local Taxes only.

6. Reimbursement Process

(a) Petition Submission. At any time up to 90 days after incurring actual expenses for approved Eligible Activities, and no later than April 1 of each year for expenses incurred during the prior calendar year, the Developer may submit to the Authority a Request for Cost Reimbursement ("Petition") in the form attached as Exhibit C. Failure to submit a complete Petition within said timeframe for any calendar year shall constitute a waiver of reimbursement for those specific expenditure. The Petition shall identify each Eligible Activity by category as listed in Section 4 above and shall describe each individual activity claimed and the associated costs. Each Petition shall include:

i. Proof of payment and detailed invoices for each claimed activity, sufficient to determine eligibility under Act 381;
ii. Documentation connecting each cost to a specific Eligible Activity category;
iii. Lien waivers from contractors, subcontractors, and material suppliers, where applicable;
iv. A statement from the project engineer or manager that the Eligible Activities have been completed and invoices paid; and
v. A signed and notarized certification by a duly authorized representative of the Developer that the representations, facts, and documentation included in the Petition are accurate.

(b) Authority Review. The Authority shall review each Petition within sixty (60) days of receipt of all information the Authority deems necessary. The Developer shall cooperate in the review by providing supplemental information as reasonably requested by the Authority. The Authority shall provide written notice to the Developer of any costs deemed ineligible and the basis for such determination.

(c) Developer Response. Upon receiving notice of ineligible costs, the Developer shall have forty-five (45) days to provide supplemental information or documents in support of the disputed costs. Thereafter, the Authority shall make a final determination on the eligibility of disputed costs and notify the Developer in writing. The Developer shall have the right to appeal the Authority's final determination.

(d) Payment Schedule. Twice per year, after summer and winter taxes are captured and collected on the Property, the Authority shall pay approved Eligible Costs and accrued interest to the Developer from available Tax Increment Revenues captured in accordance with the Plan. No reimbursement shall be withheld due to a delinquency or default attributable to an individual unit owner or homeowner except in an amount equal to the unpaid obligation associated with that unit. Any such delinquency or default shall not suspend or reduce reimbursement from Tax Increment Revenues generated by other units within the Property.
(e) Insufficient Funds. If Tax Increment Revenues are insufficient in any year to fully reimburse approved Eligible Costs, the Authority shall make a partial payment and the remaining balance shall carry forward to

the next period in which Tax Increment Revenues are available. The Authority shall not be responsible for reimbursing any costs from sources other than Tax Increment Revenues captured under the Plan.

(f) Summary of Eligible Activities and Reimbursement Amounts. The maximum reimbursement amounts authorized under this Agreement are set forth in the following table:

MSHDA Eligible Activities		
Housing Development Activities (Gap Financing)		$1,288,208
MSHDA Eligible Activities Sub-Total		$1,288,208
EGLE and MSHDA Eligible Activities Sub-Total		$1,288,208
Contingency (0%)		$0
Brownfield Plan Preparation		$9,000
Brownfield Plan Implementation		$50,000
Interest (0% Simple)		$0
Total Eligible Cost for Developer Reimbursement		$1,347,208
State Brownfield Revolving Fund		$0
BRA Administrative Fees		$60,000
GRAND TOTAL (Total Captured TIR)		$1,407,208

(g) Payment Instructions. Reimbursement checks shall be made payable to InvestPortHuron LLC and delivered by certified mail to: 502 E. Cesar E. Chavez Ave, Suite A, Lansing, MI 48906.

<u>7. Tax Capture</u>

Pursuant to the Plan and any amendments thereto, the Authority shall capture the Tax Increment Revenues collected from Local Taxes, which are eligible for capture, imposed on the eligible real and personal property for the period required to pay the Eligible Costs and Administrative Costs as provided in the Plan and this Agreement. If the Property is divided, split, combined, submitted to a condominium regime, or otherwise assigned new parcel identification numbers or tax descriptions, Tax Increment Revenues generated by the resulting condominium units, parcels, common elements, or related taxable interests shall remain subject to capture and eligible for reimbursement to the extent permitted by Act 381, the Brownfield Plan, and this Agreement.

<u>8. Administrative Expenses</u>

The administrative and operating expenses of the Authority per the Plan shall be paid from available Local Taxes, which are eligible for capture, generated from Tax Increment Revenues prior to any reimbursement to the Developer. The Parties acknowledge that the Brownfield Plan identifies total Administrative Costs in the fixed amount of $60,000. The annual administrative and operating expenses withheld from reimbursement to the Developer shall not exceed ten percent (10%) of the Local Taxes available for reimbursement in any year, and the aggregate amount withheld for Administrative Costs shall not exceed $60,000 or such other amount as may be approved in an amendment to the Brownfield Plan.

<u>9. Adjustments</u>

If, due to an appeal of any tax assessment or reassessment, or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer under this Agreement. If all amounts due the Developer have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement, and the Developer shall pay the invoiced amount within sixty (60) days of receipt. Nothing in this Agreement limits the right of the Developer to appeal any tax assessment.

10. Delinquent Taxes

The Authority may withhold reimbursement due to delinquent real or personal property taxes, special assessments, utility charges owed to the City of Port Huron, code enforcement fines, or Brownfield Authority administrative fees associated with the Property or an individual unit or sub unit of the Property. If a delinquency or default is attributable to an individual unit owner, the Authority may withhold only an amount equal to the unpaid obligation associated with that unit. The delinquency or default shall not suspend or reduce reimbursement from Tax Increment Revenues generated by other units within the Property. Upon payment of the delinquent amount, the Authority shall reimburse any related available Tax Increment Revenues for approved Eligible Activities, provided all other terms of this Agreement are met.

11. Transfer of Property

In the event the Developer transfers ownership of all or part of the Property prior to full reimbursement of Eligible Costs, the Brownfield Plan may be amended to reflect the transfer. Any such amendment shall be subject to the limitations and procedures set forth in Act 381. Except as expressly provided in this Section, the Developer shall not transfer the Property without the prior written consent of the Authority, which shall not be unreasonably withheld. Notwithstanding the foregoing, conveyance of completed residential condominium units to income-qualified purchasers in the ordinary course of the development and which contain deed restrictions as approved by the Authority and the Developer, shall not constitute a prohibited transfer, shall not require prior written consent of the Authority, and shall not constitute an event of default, provided that the Developer remains responsible for satisfying the reimbursement, reporting, and affordability obligations applicable to the Project unless such obligations are expressly assumed by a permitted assignee in a form acceptable to the Authority.

12. Authority Review

The Authority may exercise review of the Project for the purpose of verifying that the activities, invoices, and accounting of the Developer are accurate, reasonable, and constitute Eligible Activities under this Agreement. The Developer shall provide to any authorized representative of the Authority access to or copies of data, reports, testing or sampling results, invoices, or other documents reasonably necessary for such review. The Authority shall give the Developer at least twenty-four (24) hours notice prior to any inspection, except in the case of emergency.

13. Housing Affordability - Income Verification, Documentation, and Reporting

(a) Affordability Requirement. The Developer shall ensure that all twelve (12) residential units (the "Income Restricted Units"), representing not less than 100% of the total units, are initially sold to households at or below 120% of AMI, as defined by MSHDA for the applicable year and area. The affordability duration shall be 5 years after the initial sale of each unit. To the extent Act 381, MSHDA approval, or another applicable reviewing agency requires a longer affordability duration as a condition of Housing TIF reimbursement, the Parties shall administer this Section consistent with that requirement.

(b) Income Verification at Purchase. Each purchaser of an Income Restricted Unit must establish household income eligibility at the time of purchase by self-certifying using the MSHDA Household Income Self-Certification Form, or such other form or process as may be approved by MSHDA or the applicable reviewing agency. The Developer shall maintain records sufficient to demonstrate income qualification at the time of purchase.

(c) Owner-Occupied Compliance. Because the Project is intended as an owner-occupied, for-sale condominium development, annual lease renewal income verification shall not apply unless a unit is rented in a manner permitted by this Agreement, the condominium documents, and applicable law. Any ongoing affordability controls, resale restrictions, deed restrictions, or purchaser certification requirements shall be implemented only to the extent required by Act 381, MSHDA, the Brownfield Plan, or another applicable reviewing agency.

(d) Sale Price Limits. Sale prices for Income Restricted Units shall be established and documented in a manner intended to keep the units attainable to households at or below 120% AMI, consistent with Act 381, the Brownfield Plan, and any applicable MSHDA or reviewing-agency approval. Rental rate limits shall apply only if an Income Restricted Unit is rented in a manner permitted by this Agreement, the condominium documents, and applicable law.

(e) Annual Reporting. Through the 5 years after the initial sale of each unit (the affordability duration), the Developer shall provide an Annual Report to the Authority no later than June 30 of each year covering the period through December 31 of the prior year to enable the Authority to satisfy its statutory state reporting mandates under Act 38. If the Developer fails to submit the complete Annual Report by May 1, the Authority may freeze all Tax Increment Revenue disbursements until full compliance is achieved. The Annual Report shall include, at minimum,

i. Total investment in the Project and new capital investment since the prior year's report;
ii. Square footage of new construction or renovation, by use type (residential, commercial, other);
iii. New full-time equivalent jobs created;
iv. Total number of housing units and number of Income Restricted Units, including number sold to qualifying households;
v. Number of income-qualified purchasing households assisted;
vi. Rental rates for Income Restricted Units and all other units;
vii. Sale prices for Income Restricted Units and all other units, and rental rates only to the extent any unit is rented in a manner permitted by this Agreement;
viii. Certification by the Developer of compliance with the Income Restricted Unit requirements, including any information required by MSHDA under the Act 381 reporting requirements of MCL 125.2666(7) and (9).

(f) No Short-Term Rentals. No Income Restricted Unit shall be used as a short-term rental at any time during the affordability duration required under this Section. This restriction shall be memorialized through a deed restriction, condominium master deed provision, condominium bylaws provision, or other recorded instrument acceptable to the Authority and applicable reviewing agency.

(g) Notice of Development Agreement and Covenants. Prior to the disbursement of any captured Tax Increment Revenues to the Developer, the Developer shall provide written proof to the Authority of the recording of a Notice of Development/Reimbursement Agreement and a restrictive land covenant with the St. Clair County Register of Deeds, restricting all 12 units to households at or below 120% AMI for a minimum of five (5) years following initial sale, and prohibiting short-term rentals. The Developer shall comply with all requirements of MSHDA and any applicable reviewing agency, including recording a Notice of Development or Reimbursement Agreement, deed restriction, condominium document provision, or other instrument with respect to the Property and resulting condominium units in a form acceptable to MSHDA, the applicable reviewing agency, and the Authority.

(h) Right to Audit. No more than annually, and upon thirty (30) days' advance written notice to the Developer, the Authority, or its designated representatives, shall have the right to audit or inspect the Developer's records related to compliance with the affordability requirements of this Section. The Developer shall maintain complete and accurate records and shall make them available to the Authority upon reasonable request.

(i) Compliance Cure. If the Developer fails to meet the Income Restricted Unit requirements with respect to the sale of any Income Restricted Unit, the Authority may withhold Tax Increment Revenues proportional to the noncompliant unit until the noncompliance is cured or otherwise resolved to the satisfaction of the

Authority and any applicable reviewing agency. The Developer shall use commercially reasonable efforts to cure any noncompliance as soon as practicable.

14. Insurance

The Developer and any contractor(s) or subcontractor(s) shall obtain and maintain, at minimum, the following insurance coverage during construction:

1. Workers' Disability Compensation Insurance including Employers' Liability Coverage in accordance with all applicable Michigan statutes;
2. Commercial General Liability Insurance on an Occurrence Basis with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit, including Contractual Liability, Products, Completed Operations, Independent Contractors Coverage, and Broad Form General Liability Endorsement;
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of not less than $1,000,000 per occurrence; and
4. Contractor's Pollution Liability Insurance of not less than $1,000,000 per occurrence for environmental response activities, if applicable.

15. Events of Default

Each of the following shall constitute an event of default under this Agreement:

15.1 Any material representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete when made.

15.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from the Authority.

15.3 The Developer fails to pay any amounts due to the Authority under this Agreement, including real and personal property taxes, within thirty (30) days after the due date.

15.4 The Developer terminates its existence or is dissolved.

15.5 The Developer abandons the Project, fails to apply for all required building permits within nine (9) months from the effective date of this Agreement, or fails to complete all Eligible Activities within thirty (30) months of the most recently issued building permit, unless the Authority has granted a written extension upon timely request demonstrating good cause.

15.6 The Developer transfers the Property without the prior written approval of the Authority, except for conveyances of completed residential condominium units permitted under Section 11.

15.7 The Developer fails to comply with the affordability requirements of Section 13 of this Agreement.

~~15.8 The Condominium Association or entity responsible for common elements fails to maintain shared infrastructure, storm sewer leads, underground detention systems, or greenspaces depicted in Exhibit B (Site Plans) in compliance with City ordinances, or allows municipal fees or utility charges on common elements to become delinquent.~~

16. Remedies upon Default

In the event of a default by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have thirty (30) days from the date of notice to cure the default. If the default is not cured within such period, the non-defaulting Party may pursue any remedies available at law or in equity, including revocation or termination of the brownfield tax increment financing, and the right to seek specific performance. All rights and remedies under this Agreement are cumulative.

17. Indemnification, Defense, and Hold Harmless

The Developer shall defend, indemnify, and hold harmless the Authority, the City of Port Huron, and their respective officers, officials, employees, insurers, and agents from any loss, expense, or liability arising from suits, actions, proceedings, or claims resulting or arising in any way from: (i) the Developer's performance under this Agreement, including injuries to persons or property arising from construction, ownership, operation, or maintenance of the Improvements or the Property; (ii) the Brownfield Plan related to the Property; (iii) any agreements regarding the Property, including, Interlocal Agreements; or (iv) any Payment in Lieu of Taxes or similar ordinance applicable to the Property The Developer's obligations pursuant to this paragraph shall explicitly include any legal expenses, court costs, administrative losses, tax refunds, or damages resulting from third-party administrative or judicial challenges to the Brownfield Plan, the Interlocal Agreement, the PILOT Ordinance related to the Property, or contractor sales tax exemption claims under MCL 205.54w. This indemnification obligation shall survive termination of this Agreement.

18. Accounting Procedures

The Developer shall maintain the financial information and data used in support of all requests for reimbursement for Eligible Activities in accordance with generally accepted accounting principles consistently applied. The Authority shall have access to these records during normal business hours, with reasonable advance notice.

19. Freedom of Information Act

The Developer stipulates that all Petitions and documentation submitted by the 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. No claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by the Developer as it relates to this Agreement, Petitions for Reimbursement, or supporting documentation.

20. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in Act 381 and the Michigan General Property Tax Act. Future legislation affecting Tax Increment Revenues, Eligible Properties, or Eligible Activities may modify the Parties' rights and obligations by mutual written agreement.

21. Plan Modification

The Plan and this Agreement may be modified to the extent allowed under Act 381 by mutual written agreement of the Parties.

22. Notices

All notices shall be given by registered or certified mail or personal delivery to the Parties at their respective addresses stated in this Agreement. Either Party may change its address by written notice to the other Party.

23. Assignment

The interest of any Party under this Agreement shall not be assignable without the prior written consent of the other Party, which shall not be unreasonably withheld, except that the Developer may assign its interest for purposes of securing financing for the Project without the prior consent of the Authority. Any permitted assignee shall assume all obligations of the Developer under this Agreement.

24. Entire Agreement

This Agreement, together with the Brownfield Plan and all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings between the Parties. This Agreement shall not be amended or modified except by written instrument signed by all Parties.

25. Severability

If any clause or provision of this Agreement is rendered invalid or unenforceable by any applicable statute, regulation, or ruling of a tribunal of competent jurisdiction, that clause or provision shall be null and void, and such invalidity shall not affect the validity or enforceability of the remainder of this Agreement.

26. Non-Waiver; Time of the Essence

No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Time is of the essence of this Agreement.

27. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. Any disputes shall be resolved in a court of competent jurisdiction located in St. Clair County, Michigan.

28. Counterparts

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

29. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

30. Authorization to Sign

The persons signing this Agreement on behalf of the Parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Party they represent and that this Agreement has been duly authorized by the Party they represent.

Signatures and Approvals

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

InvestPortHuron LLC

By: ____________________ (Authorized signer name)

Its: ____________________ (Signer title)

Date: ____________________ (Signature date)

CITY OF PORT HURON BROWNFIELD REDEVELOPMENT AUTHORITY

By: ____________________ (Authorized signer name)

Its: ____________________ (Signer title)

Date: ____________________ (Signature date)

IN WITNESS WHEREOF, this Agreement has been approved by the City of Port Huron as follows:

APPROVED AS TO SUBSTANCE:

____________________, City Manager

____________________, Mayor

APPROVED AS TO FORM:

____________________, City Attorney

ATTESTED TO:

____________________, City Clerk

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

____________________, Finance Director

BFPH #26-004

Approving the Brownfield Plan for The Residences at 256 project located at 2921 Vacant Lot 25th Street, Port Huron, Michigan, and recommending City Council schedule a public hearing on the plan for September 28, 2026.

WHEREAS, Triterra, on the behalf of The Residences at 256, has submitted an amendment to the Brownfield Plan ("the Plan") for the location of 2921 Vacant Lot 25th Street (74-06-345-0108-100), Port Huron, Michigan; and

WHEREAS, Triterra, has completed the Brownfield Plan based upon environmental reports, engineering estimates and plans; and

WHEREAS, the proposed Brownfield Plan ("the Plan") is to be in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Public Act 381 of the Public Acts of the State of Michigan of 1996, as amended; and

WHEREAS, the Brownfield Plan requires review and approval by the City of Port Huron's City Council and the Michigan State Housing Development Authority (MSHDA); and

WHEREAS, the City of Port Huron Brownfield Redevelopment Authority (the "Authority") has reviewed the plans and recommends the approval by the City of Port Huron's City Council, and allows the staff/chair to sign the cover letter to convey the work plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby approves the Plan and authorizes the appropriate Board Officials to enter into and execute all Agreements on behalf of the Authority, contingent upon the final approval of the Plan by the City Council and the State of Michigan.

Brownfield Plan; 2921 Vacant Lot 25th Street.pdf
Notice of Public Hearing (City Clerk).doc
Resolution to Schedule Public Hearing (City Council).doc
Tax Jurisdiction Notice (City Council); 2921 VL 25th Street.doc

CITY OF PORT HURON
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

Residences at 256
2921 Vacant Lot, 25th Street
Port Huron, Michigan 48060

Prepared For:

Port Huron Brownfield Redevelopment Authority
100 McMorran Boulevard
Port Huron, Michigan 48060
Contact: David Haynes
cphdp@porthuron.org
Phone: 810-984-9725

Prepared By:

Triterra
1375 S. Washington Avenue, Suite 100
Lansing, Michigan 48910
Contacts: Dave Van Haaren and Connor Zook
dave.vanhaaren@triterra.us | connor.zook@triterra.us
Phone: 517-853-2152 | 517-853-2154

August 13, 2026

Approved by the City of Port Huron BRA on ____________
Approved by the City of Port Huron City Council on ____________

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PROJECT SUMMARY

Project Name:	Residences at 256
Developer:	InvestPortHuron, LLC (the "Developer") Mrs. Marilyn Chrumka 502 E. Cesar E. Chavez Ave., Suite A Lansing, Michigan 48906
Property Location / Eligible Property:	2921 Vacant Lot, 25th Street City of Port Huron, St. Clair County, Michigan 48060
Parcel Information:	Parcel 06-345-0108-100 comprised of ~1.47 acres.
Type of Eligible Property:	"Housing Property"
Project Description:	This project includes the redevelopment of one parcel of land located at 2921 Vacant Lot on 25th Street in the City of Port Huron, St. Clair County, Michigan. The project includes the construction of 6 duplex residential buildings totaling 12 for-sale residential units. Brownfield Eligible Activities include housing development activities in the form of gap financing, and preparation and implementation of a Brownfield Plan.
Total Capital Investment:	Total capital investment is estimated at $4,910,000, of which up to an amount not to exceed $1,347,208 is currently proposed for Brownfield Reimbursement to the Developer.
Estimated Job Creation/Retention:	This project does not anticipate creating any new jobs.
Duration of Plan:	The duration of the Brownfield Plan is projected to be 32 years in total and includes capture of Tax Increment Revenue (TIR) for reimbursement to the Developer for 30 years (first year of capture anticipated as 2028).

Total Captured Tax Increment Revenue: **$1,407,208**

Distribution of New Taxes Paid	
Developer Reimbursement	$1,347,208
Sub-Total Reimbursement	***$1,347,208***
BRA Administrative Fees	$60,000
Sub-Total BRA Administrative Fees	***$60,000***
Grand Total	***$1,407,208***

1.0 INTRODUCTION

The City of Port Huron Brownfield Redevelopment Authority (the "Authority" and/or "BRA"), duly established by resolution of the City of Port Huron City Council (the "City"), pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended ("Act 381"), is authorized to exercise its powers within the City of Port Huron, Michigan.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Project is a complete development / rehabilitation of the Eligible Property which includes the construction of 6 residential duplex buildings for workforce housing as contemplated pursuant to MCL 125.1415a(1)(b). The planned construction will transform one currently vacant parcel into new residential buildings.

The newly constructed buildings will include a total of twelve (12) residential units with two (2) units per building.

The total anticipated investment into the project is estimated at $4,910,000. The project will result in the transformation of a currently vacant parcel into six residential duplex buildings in the City of Port Huron, St. Clair County. This project will dramatically improve the appearance of the Property and provide workforce housing.

The improvements to the Eligible Property will be permanent and significantly increase the taxable value of the Eligible Property. These improvements will also assist in increasing the property values of nearby properties.

The Project would not be financially possible without financial support through Brownfield Tax Increment Financing (TIF).

This project does not anticipate creating any new jobs.

1.2 Eligible Property Information

This Brownfield Plan is presented to support the Developer in the redevelopment of one parcel of land located at 2921 Vacant Lot on 25th Street in Port Huron, St. Clair County, Michigan (i.e. the Eligible Property). The location of the Eligible Property is depicted in Figure 1.

The Eligible Property consists of one parcel of land totaling approximately 1.47 acres. The Eligible Property is fully defined in the following table and Section 2.8 of this Brownfield Plan.

Eligible Property		
Address	**Tax ID**	**Basis of Eligibility**
2921 Vacant lot, 25th Street	06-345-0108-100	"Housing Property"

The parcel of land on the Eligible Property is zoned Family Residential (R1). The Eligible Property is located within the City of Port Huron, St. Clair County.

The Eligible Property is surrounded by residential properties. Eligible Property layout and boundaries are depicted in Figure 2. The legal description of the Eligible Property is included in Attachment A.

Based on a review of historical information, the eastern portion of the Eligible Property was developed with five former residential houses and associated garages by at least 1921. Between 1983 and 1999, the former residential houses and garages were razed. Since 1999, the eastern portion of the Eligible Property has been vacant land. The west portion of the Eligible Property has been vacant land since at least 1921.

1.2.1 Environmental

Environmental assessments (e.g. Phase I) known to have been performed at the Eligible Property occurred in 2026. No contamination is known to exist at the Eligible Property.

1.2.2 Specific Housing Need

The City of Port Huron has identified a specific need for multifamily housing. This is supported, and outlined in, the City of Port Huron Comprehensive Master Plan (2018-2022 Five Year Update), the most recent plan available.

In 2002, the City of Port Huron adopted the "City of Port Huron Comprehensive Master Plan 2018-2022" (the plan), which is updated every five years. The plan lists several goals associated with housing and neighborhood development, including "Continue a strong residential land use pattern with compatible development projects." (Goal #4, pg. 19), "Expand housing improvement and ownership programs with private and public partnerships and resources." (Goal #1, Objective D, pg. 21), and "Future development will create compatible land uses that support the city's long-term growth and stability." (Goal #2, pg. 18). This project aims to address the demand for high-quality, attainable, owner-occupied housing in Port Huron.

The plan outlines several key underlying housing challenges, including a declining population, shrinking household sizes, comparatively low home ownership rates, and an aging housing stock. The number of housing units (including vacant units) in Port Huron has decreased and the number of owner-occupied units sits at 48%, lower than that of St. Clair County or the State of Michigan. Additionally, 36.4% of the housing units were constructed prior to 1939, the city's median household income has decreased, and the number of households considered in poverty has increased (between the 2000 and 2010 census, the most recent data available in the plan). Increasing access to quality housing, especially owner-occupied units, and encouraging reinvestment in existing neighborhoods are necessary to attract and retain residents. This project will address the need for newly built, high-quality, for-sale units at an accessible price point for lower-income households with the construction of six residential duplex buildings totaling twelve housing units, all priced at below 120% AMI.

The plan highlights expanding access to home ownership as a way to build community stability and long-term investment. The project will build 12 for-sale residential units priced below 120% AMI, and additionally offer forgivable second mortgages, enabling lower-income households to purchase homes, aligning closely with the City's housing and ownership objectives.

The Residences at 256 project will become a strong asset in the implementation of the City of Port Huron's housing policy direction, particularly in terms of turning vacant land into productive residential use, increasing attainable home ownership for residents, and stabilizing the neighborhood through mixed-income infill development.

This plan seeks to utilize MSHDA Housing TIF (Housing TIF) to support the creation of attainable, owner-occupied housing. All twelve (12) residential units will be initially sold to income qualified purchasers at or below 120% Area Median Income (AMI) and, pursuant to enforceable deed restrictions acceptable to Developer and the Authority, will remain subject to the applicable affordability requirements for a period of five (5) years following the initial sale of each unit. Compliance with the applicable affordability requirements during the five-year affordability period will be verified in accordance with the reporting requirements established by the BRA and MSHDA.

1.2.3 Job Growth Data

According to data gathered from the United States Census Bureau and compiled in a "Work Area Profile Report" the five year (2017-2021) total job count for the City of Port Huron is down from 14,051 jobs to 12,867 jobs, a -8.79% decrease. However, it is important to note that an upward trend exists from 2020 to 2021, presumably as the job market continues to recover from the COVID-19 pandemic. As the job market in Port Huron continues to expand, additional housing units will be required to support the growing workforce.

1.2.4 Eligibility

The Eligible Property is considered an "Eligible Property" as defined by Act 381, Section 2 because:
(a) the Eligible Property meets the definition of a "Housing property" under Section 2(y)(ii).

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Costs to Be Paid with Tax Increment Revenues

The Developer will be reimbursed with the new local taxes levied by the Project for the costs of approved Eligible Activities necessary to support redevelopment of the Eligible Property as provided for in this agreement. The activities that are intended to be carried out at the Eligible Property are considered "Eligible Activities" as defined by Sec 2 of Act 381.

Eligible Activities include housing development activities in the form of gap financing, and preparation and implementation of a Brownfield Plan.

The costs of Eligible Activities included in, and authorized by, this Brownfield Plan will be reimbursed with incremental local tax revenues generated by the Eligible Property and which are actually by the BRA ("TIR"), subject to any limitations and conditions described in this Brownfield Plan and the terms of a Reimbursement Agreement (the "Reimbursement Agreement") between the Developer and the Authority and applicable law.

2.2 Summary of Eligible Activities

The total cost of activities eligible for Developer reimbursement from TIR shall not exceed $1,347,208. The Eligible Activities are summarized in the table on the following page.

Summary of Eligible Activities	
MSHDA Eligible Activities	
Housing Development Activities	$1,288,208
MSHDA Eligible Activities Sub-Total	**$1,288,208**
Brownfield Plan Preparation	$9,000
Brownfield Plan Implementation	$50,000
Total Eligible Cost for Reimbursement	**$1,347,208**

A detailed breakdown of Eligible Activities is provided in Table 1, Brownfield Eligible Activities.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Eligible Property, however, the total cost of Eligible Activities subject to reimbursement from TIR shall not exceed $1,347,208.00. The actual cost of those Eligible Activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652).

The Reimbursement Agreement and this Brownfield Plan will dictate the total cost of Eligible Activities subject to reimbursement. As long as the total cost limit described in this Brownfield Plan is not exceeded, line-item costs of Eligible Activities may be adjusted within Non-Environmental Eligible Activities after the date this Brownfield Plan is approved by the City of Port Huron City Council. In no case shall the Authority, the City of Port Huron, or any other entity be responsible to reimburse the Developer for Eligible Activities except from TIR related to the Property which are actually collected.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The costs of Eligible Activities included in, and authorized by, this Brownfield Plan will be reimbursed with TIR generated by the Eligible Property and actually captured by the BRA.

The 2026 taxable value of the Eligible Property is $0. This is the initial taxable value for this Brownfield Plan.

The projected taxable value is estimated at $1,069,518 in 2028. The actual taxable value will be determined by the City Assessor after the development is completed.

This plan seeks to utilize MSHDA Housing TIF (Housing TIF) to reimburse a portion of the housing development financing gap created by the development and initial sale of the twelve (12) residential units at prices attainable to low income qualified purchasers. The housing development financing gap represents the difference between the cost to develop the units and the amount supported by the affordable mortgage values for the targeted income levels, as further described in Table 1b. All twelve (12) units will be initially sold to income qualified purchasers at or below 120% Area Median Income (AMI) and will remain subject to the applicable affordability requirements for a period of five (5) years following the initial sale of each unit pursuant to enforceable deed restrictions agreeable to Developer and the Authority. The affordability period is independent of the period required for reimbursement of the housing development financing gap. Following expiration of the applicable affordability period, tax increment revenues generated by the Eligible Property may continue to be captured and used to reimburse authorized Eligible Activities for the remaining duration of the Brownfield Plan.

Type	Unit Count	AMI[1]	Affordable Mortgage[2]
3 bedroom	3	60%	Affordable Mortgage: $143,922
3 bedroom	9	120%	Affordable Mortgage: $342,125

[1] Based on MSHDA Income and Rent Limits, dated May 1, 2026.
[2]This represents a one-time affordable mortgage calculation based on provided AMI data from MSDHA (Income and Rent Limits), however the developer plans to sell these homes for $178,253, which will be affordable to those making 60% AMI due to the presence of a $100K forgivable second mortgage with

no payments

It is estimated that the BRA will capture tax increment revenues from 2028 through 2057 to reimburse the Developer for eligible activity costs and for BRA capture to administer the Brownfield Plan.

The estimated taxable value and estimated tax increment revenue by year and in aggregate for this Project are presented in Table 2, Tax Increment Revenue Capture Estimates, and Table 3, Tax Increment Revenue Allocation Table.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all real and personal taxable improvements on the Property as determined by the local assessor and the actual millage rates levied by the various taxing jurisdictions during each year of the Brownfield Plan. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and the millage rates set each year by the taxing jurisdictions.

~~Reimbursement for Housing Development Activities (Gap Financing) under this Plan is expressly conditioned upon approval by MSHDA of the Housing TIF components to the extent required by Act 381 and MSHDA program guidelines. Any reduction or modification mandated by MSHDA shall automatically adjust the maximum reimbursable total under this Plan without requiring a formal amendment by the City Council.~~

2.4 Method of Financing Plan Costs and Description of Advances by the Municipality

The Developer is responsible for financing the costs of all aspect of the Project including Eligible Activities included in this Brownfield Plan. The BRA will not advance any funds to finance the Developer Eligible Activities described in this Brownfield Plan. All Brownfield Plan financing commitments and activities and cost reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement and subject to collection and receipt of TIR. The inclusion of Eligible Activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to authorize the BRA to fund such reimbursement. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan. Nothing in this Plan shall be construed as creating a general obligation, debt, or financial liability of the City of Port Huron or the Brownfield Redevelopment Authority. Developer reimbursements are strictly non-recourse and limited solely to captured Tax Increment Revenues generated by the Property and actually collected by the Authority

Reimbursements under the Reimbursement Agreement shall not exceed the lesser of $1,347,208 or the cost of approved Eligible Activities and reimbursement limits described in this Brownfield Plan.

2.5 Maximum Amount of Note or Bonded Indebtedness

Eligible Activities are to be financed by the Developer. The BRA will not incur any note or bonded indebtedness to finance Brownfield Eligible Activities outlined in this Brownfield Plan.

2.6 Duration of Brownfield Plan

The duration of this Brownfield Plan is projected to be 32 years total with 30 years of TIR capture after the first year of tax capture anticipated as 2028. The duration of the Brownfield Plan includes 30 years of Tax Increment Revenue (TIR) capture for reimbursement to the Developer.

In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsections (4) and (5) of Section 13 of Act 381 or 30 years, except as authorized by those subsections or other provisions of Act 381. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

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

The table on the following page presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the BRA under this Brownfield Plan. These are estimations based on the components of the proposed redevelopment.

Projected Impact on Taxing Jurisdictions			
Taxing Unit	**New Taxes to Taxing Units**	**New Taxes Captured for Developer Reimbursement and BRA**	**Total New Taxes**
School Operating		$0	$0
State Education Tax		$0	$0
City Op		$463,148	$463,148
County Op		$230,296	$230,296
Police and Fire		$123,496	$123,496
RESA Spec Ed		$99,659	$99,659
Streets		$82,190	$82,190
College		$81,470	$81,470
Library		$52,066	$52,066
School Sink		$42,672	$42,672
Parks and Rec		$41,162	$41,162
RESA Voc Ed		$39,861	$39,861
Seniors		$34,637	$34,637
BWATC		$25,603	$25,603
Drugs		$24,289	$24,289
EMS		$21,694	$21,694

Projected Impact on Taxing Jurisdictions			
Taxing Unit	**New Taxes to Taxing Units**	**New Taxes Captured for Developer Reimbursement and BRA**	**Total New Taxes**
Parks		$21,451	$21,451
County Roads		$10,825	$10,825
RESA Inter Ed		$8,348	$8,348
Veterans		$4,339	$4,339
School Debt	$113,677		$113,677
Total	**$113,677 (7.5%)**	**$1,407,208 (92.5%)**	**$1,520,885 (100%)**

Impact to specific taxing jurisdictions is further presented in Table 2, Tax Increment Revenue Capture Estimates, and a schedule of tax increment revenue is presented in Table 3, Tax Increment Revenue Allocation Table.

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

The Eligible Property is intended to be developed as a condominium project. Upon establishment of the condominium regime, the term "Property" or "Eligible Property" as used in this Brownfield Plan shall include the existing parcel and all condominium units, common elements, tax parcels, or other parcels subsequently created from or comprising the Eligible Property. The creation or sale of individual condominium units shall not affect the eligibility of the Eligibility Property or the capture of tax increment revenues authorized under this Brownfield Plan or its Reimbursement Agreement, provided the deeds for such units contain all restrictions required herein. A parcel information card containing the legal description of the Eligible Property is provided in Attachment A. The general Eligible Property location and boundaries are described in Section 3.0 and depicted in Figures 1 and 2.

Eligible Property		
Address	**Tax ID**	**Legal Description**
2921 Vacant lot, 25th Street	06-345-0108-100	LOTS 5 THROUGH 9 & LOTS 15 THROUGH 17 BLK 6 FACTORY LAND CO.'S PLAT NO. 4 INCL ALL VAC ALLEY ADJ COMBO ON 09/05/2024 WITH 06-345-0109-000, 06-345-0110-000, 06-345-0111-000, 06-345-0112-000, 06-345-0119-000, 06-345-0120-000, 06-345-0121-000 INTO 06-345-0108-100;

The Eligible Property is considered an "Eligible Property" as defined by Act 381, Section 2 because (a) meets the definition of a "Housing property" under Section 2(y)(ii).

2.9 Estimates of Residents and Displacement of Individuals/Families

No occupied residences are involved in the redevelopment, no persons reside at the Eligible Property, and no families or individuals will be displaced as a result of this development.

2.10 Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this development. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Brownfield Plan.

2.11 Provisions for Relocation Costs

No persons will be displaced as result of this development, and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Brownfield Plan.

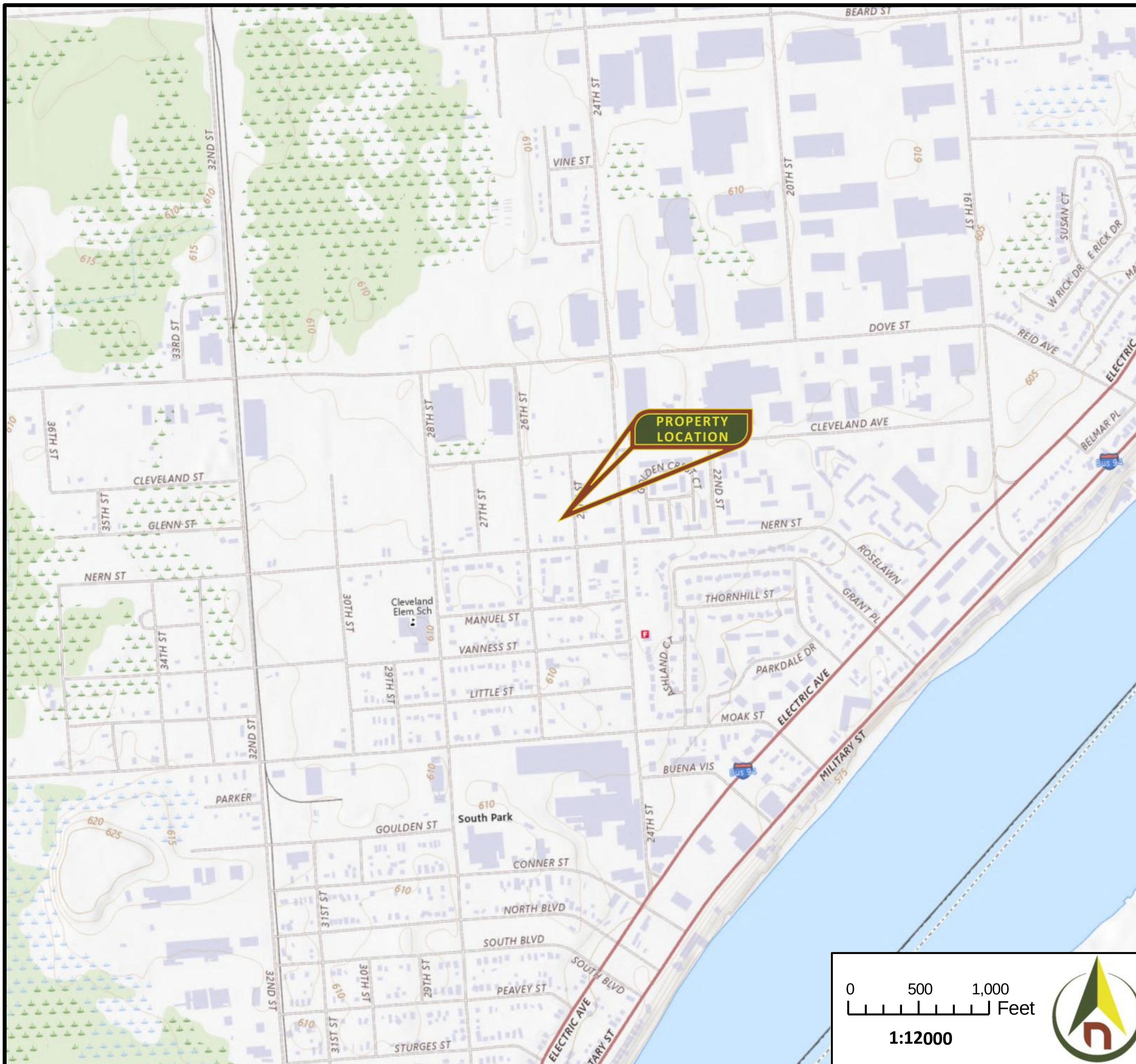
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Brownfield Plan.

2.13 Other Materials that the Authority or Governing Body Considers Pertinent

The Authority, with the concurrence of the Port Huron City Council, as the governing body, in accordance with the Act, may amend this Brownfield Plan in the future in order to fund additional Eligible Activities associated with the Project or subject property described herein.

FIGURES



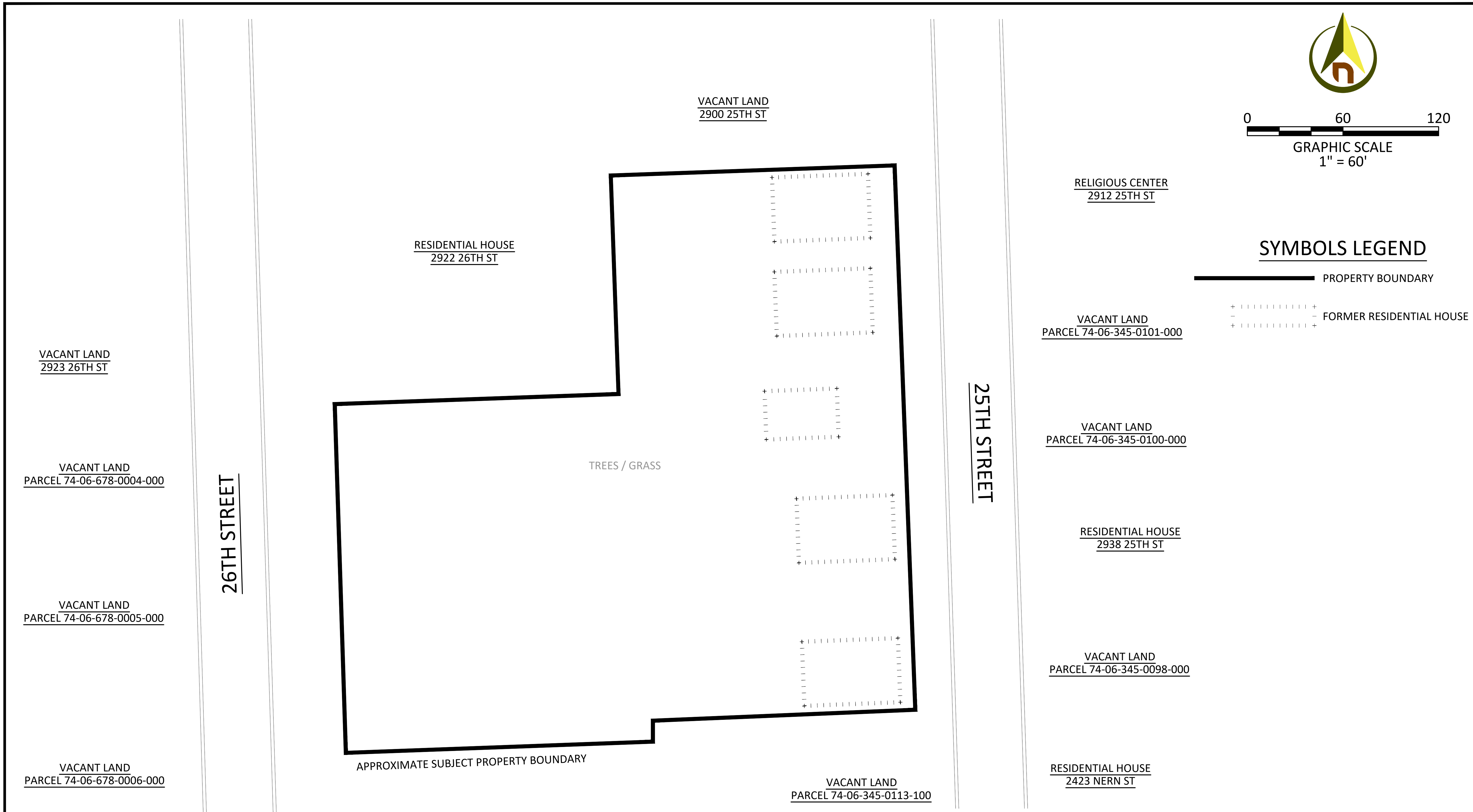
TRI TERRA

FIGURE 1 SUBJECT PROPERTY LOCATION

VL ON 25TH STREET
PORT HURON, MICHIGAN 48060

ST. CLAIR COUNTY
T06N, R17E, SECTION 21

PROJECT NUMBER 26-4709



TRI TERRA

1375 S. Washington Avenue, Suite 100, Lansing, MI 48910
Phone: 517-702-0470 Fax: 517-702-0477
www.triterra.us

Diagram is for illustrative purposes only. Exact locations of items shown on figure may vary slightly.

DATE:	6/30/2026	DRAWN BY:	SP
DATE:	7/14/2026	REVISED BY:	SP

SUBJECT PROPERTY
ORIENTATION DIAGRAM

VACANT LAND ON
25TH STREET AND 26TH STREET
PORT HURON, MICHIGAN 48060

PROJECT NUMBER: 26-4709 FIGURE 2

TABLES

Table 1: Brownfield Eligible Activities

Table 1b: Housing TIF Gap Cap Calculation

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1
Brownfield Eligible Activities
2921 V/L 25th Street
Port Huron, MI

ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	REIMBURSEMENT ALLOCATION: EGLE ACTIVITIES	REIMBURSEMENT ALLOCATION: MSHDA ACTIVITIES	REIMBURSEMENT ALLOCATION: LOCAL-ONLY ACTIVITIES
MSHDA ELIGIBLE ACTIVITIES							
Housing Development Activities							
Gap Financing for Income Qualified Housing Units	1	LS	$ 1,288,208	$ 1,288,208			$ 1,288,208
			Subtotal Housing Development Activities	***$ 1,288,208***	***$ -***		***$ 1,288,208***
			MSHDA ELIGIBLE ACTIVITIES SUB-TOTAL	**$ 1,288,208**	**$ -**	**$ -**	**$ 1,288,208**
			MSHDA ELIGIBLE ACTIVITIES SUB-TOTAL	**$ 1,288,208**	**$ -**	**$ -**	**$ 1,288,208**
Brownfield Plan and Act 381 Work Plan Preparation	1	LS	$ 9,000	$ 9,000	$ -	$ -	$ 9,000
Brownfield Plan and Act 381 Work Plan Implementation	1	LS	$ 50,000	$ 50,000	$ -	$ -	$ 50,000
			TOTAL ELIGIBLE COST FOR REIMBURSEMENT	**$ 1,347,208**	**$ -**	**$ -**	**$ 1,347,208**
BRA Administrative Fees				$ 60,000			
			GRAND TOTAL	**$ 1,407,208**			
					0.00%	*0.00%*	*100.00%*

NOTES:
These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.
It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.
Costs for Phase I ESAs, Phase II ESAs, Asbestos Surveys, Brownfield Plan are excluded from contingency calculation.

Table 1b
Housing TIF Financing Gap Cap Calculation
2921 V/L 25th Street
Port Huron, MI

Location (County)	Type (# of Bedrooms)	Household Size	AMI (Income)	AMI (Percent)	Affordable Mortgage[1]	Development Cost	Potential Development Loss (PDL)	# of Units	PDL Gap Cap
St Clair	3	4	$62,880	60%	$143,922	$409,167	$265,245	3	$ 795,735
St Clair	3	4	$125,760	120%	$285,555	$409,167	$123,612	9	$ 1,112,508
						Total Housing Subsidy		12	$ 1,908,243
						Approved BRA TIF Request		12	$ 1,288,208
						Other Housing Activities Allowed Under PA 90 of 2023			$ 620,035

[1]This represents a one-time affordable mortgage calculation based on provided AMI data from MSDHA (Income and Rent Limits), however the developer plans to sell these homes for $178,253, which will be affordable to those making 60% AMI due to the presence of a $100K forgivable second mortgage with no payments

Table 2
Tax Increment Revenue Capture Estimates
2921 V/L 25th Street
Port Huron, MI

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

Calendar Year			**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**
Plan Year			**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**
Capture Year			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Base Taxable Value (TV)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$ 1,069,518	$ 1,090,908	$ 1,112,727	$ 1,134,981	$ 1,157,681	$ 1,180,834	$ 1,204,451	$ 1,228,540	$ 1,253,111	$ 1,278,173	$ 1,303,736	$ 1,329,811	$ 1,356,407	$ 1,383,536	$ 1,411,206	$ 1,439,430
Total Incremental Difference			$ 1,069,518	$ 1,090,908	$ 1,112,727	$ 1,134,981	$ 1,157,681	$ 1,180,834	$ 1,204,451	$ 1,228,540	$ 1,253,111	$ 1,278,173	$ 1,303,736	$ 1,329,811	$ 1,356,407	$ 1,383,536	$ 1,411,206	$ 1,439,430
School Capture	**Millage Rate**																	
School Operating	0.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Education Tax (SET)	0.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total:	0.0000	*0.00%*	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture	**Millage Rate**																	
City Op	10.6745		$ 11,417	$ 11,645	$ 11,878	$ 12,115	$ 12,358	$ 12,605	$ 12,857	$ 13,114	$ 13,376	$ 13,644	$ 13,917	$ 14,195	$ 14,479	$ 14,769	$ 15,064	$ 15,365
County Op	5.3078		$ 5,677	$ 5,790	$ 5,906	$ 6,024	$ 6,145	$ 6,268	$ 6,393	$ 6,521	$ 6,651	$ 6,784	$ 6,920	$ 7,058	$ 7,200	$ 7,344	$ 7,490	$ 7,640
Police and Fire	2.8463		$ 3,044	$ 3,105	$ 3,167	$ 3,230	$ 3,295	$ 3,361	$ 3,428	$ 3,497	$ 3,567	$ 3,638	$ 3,711	$ 3,785	$ 3,861	$ 3,938	$ 4,017	$ 4,097
RESA Spec Ed	2.2969		$ 2,457	$ 2,506	$ 2,556	$ 2,607	$ 2,659	$ 2,712	$ 2,767	$ 2,822	$ 2,878	$ 2,936	$ 2,995	$ 3,054	$ 3,116	$ 3,178	$ 3,241	$ 3,306
Streets	1.8943		$ 2,026	$ 2,067	$ 2,108	$ 2,150	$ 2,193	$ 2,237	$ 2,282	$ 2,327	$ 2,374	$ 2,421	$ 2,470	$ 2,519	$ 2,569	$ 2,621	$ 2,673	$ 2,727
College	1.8777		$ 2,008	$ 2,048	$ 2,089	$ 2,131	$ 2,174	$ 2,217	$ 2,262	$ 2,307	$ 2,353	$ 2,400	$ 2,448	$ 2,497	$ 2,547	$ 2,598	$ 2,650	$ 2,703
Library	1.2000		$ 1,283	$ 1,309	$ 1,335	$ 1,362	$ 1,389	$ 1,417	$ 1,445	$ 1,474	$ 1,504	$ 1,534	$ 1,564	$ 1,596	$ 1,628	$ 1,660	$ 1,693	$ 1,727
School Sink	0.9835		$ 1,052	$ 1,073	$ 1,094	$ 1,116	$ 1,139	$ 1,161	$ 1,185	$ 1,208	$ 1,232	$ 1,257	$ 1,282	$ 1,308	$ 1,334	$ 1,361	$ 1,388	$ 1,416
Parks and Rec	0.9487		$ 1,015	$ 1,035	$ 1,056	$ 1,077	$ 1,098	$ 1,120	$ 1,143	$ 1,166	$ 1,189	$ 1,213	$ 1,237	$ 1,262	$ 1,287	$ 1,313	$ 1,339	$ 1,366
RESA Voc Ed	0.9187		$ 983	$ 1,002	$ 1,022	$ 1,043	$ 1,064	$ 1,085	$ 1,107	$ 1,129	$ 1,151	$ 1,174	$ 1,198	$ 1,222	$ 1,246	$ 1,271	$ 1,296	$ 1,322
Seniors	0.7983		$ 854	$ 871	$ 888	$ 906	$ 924	$ 943	$ 962	$ 981	$ 1,000	$ 1,020	$ 1,041	$ 1,062	$ 1,083	$ 1,104	$ 1,127	$ 1,149
BWATC	0.5901		$ 631	$ 644	$ 657	$ 670	$ 683	$ 697	$ 711	$ 725	$ 739	$ 754	$ 769	$ 785	$ 800	$ 816	$ 833	$ 849
Drugs	0.5598		$ 599	$ 611	$ 623	$ 635	$ 648	$ 661	$ 674	$ 688	$ 701	$ 716	$ 730	$ 744	$ 759	$ 775	$ 790	$ 806
EMS	0.5000		$ 535	$ 545	$ 556	$ 567	$ 579	$ 590	$ 602	$ 614	$ 627	$ 639	$ 652	$ 665	$ 678	$ 692	$ 706	$ 720
Parks	0.4944		$ 529	$ 539	$ 550	$ 561	$ 572	$ 584	$ 595	$ 607	$ 620	$ 632	$ 645	$ 657	$ 671	$ 684	$ 698	$ 712
County Roads	0.2495		$ 267	$ 272	$ 278	$ 283	$ 289	$ 295	$ 301	$ 307	$ 313	$ 319	$ 325	$ 332	$ 338	$ 345	$ 352	$ 359
RESA Inter Ed	0.1924		$ 206	$ 210	$ 214	$ 218	$ 223	$ 227	$ 232	$ 236	$ 241	$ 246	$ 251	$ 256	$ 261	$ 266	$ 272	$ 277
Veterans	0.1000		$ 107	$ 109	$ 111	$ 113	$ 116	$ 118	$ 120	$ 123	$ 125	$ 128	$ 130	$ 133	$ 136	$ 138	$ 141	$ 144
Local Total:	32.4329	*100.00%*	**$ 34,688**	**$ 35,381**	**$ 36,089**	**$ 36,811**	**$ 37,547**	**$ 38,298**	**$ 39,064**	**$ 39,845**	**$ 40,642**	**$ 41,455**	**$ 42,284**	**$ 43,130**	**$ 43,992**	**$ 44,872**	**$ 45,770**	**$ 46,685**
Total Capturable Taxes:	**32.4329**	*100.00%*	**$ 34,688**	**$ 35,381**	**$ 36,089**	**$ 36,811**	**$ 37,547**	**$ 38,298**	**$ 39,064**	**$ 39,845**	**$ 40,642**	**$ 41,455**	**$ 42,284**	**$ 43,130**	**$ 43,992**	**$ 44,872**	**$ 45,770**	**$ 46,685**
Non-Capturable Millages	**Millage Rate**																	
School Debt	2.6200		$ 2,802	$ 2,858	$ 2,915	$ 2,974	$ 3,033	$ 3,094	$ 3,156	$ 3,219	$ 3,283	$ 3,349	$ 3,416	$ 3,484	$ 3,554	$ 3,625	$ 3,697	$ 3,771
Total Non-Capturable Taxes:	**2.6200**		**$ 2,802**	**$ 2,858**	**$ 2,915**	**$ 2,974**	**$ 3,033**	**$ 3,094**	**$ 3,156**	**$ 3,219**	**$ 3,283**	**$ 3,349**	**$ 3,416**	**$ 3,484**	**$ 3,554**	**$ 3,625**	**$ 3,697**	**$ 3,771**

Table 2
Tax Increment Revenue Capture Estimates
2921 V/L 25th Street
Port Huron, MI

Estimated Taxable Value (TV) Increase Rate: 2%

Calendar Year			**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**	**2055**	**2056**	**2057**		
Plan Year			**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**		
Capture Year			**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**		
Base Taxable Value (TV)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Estimated New TV			$ 1,468,219	$ 1,497,583	$ 1,527,535	$ 1,558,086	$ 1,589,247	$ 1,621,032	$ 1,653,453	$ 1,686,522	$ 1,720,253	$ 1,754,658	$ 1,789,751	$ 1,825,546	$ 1,862,057	$ 1,899,298		
Total Incremental Difference			$ 1,468,219	$ 1,497,583	$ 1,527,535	$ 1,558,086	$ 1,589,247	$ 1,621,032	$ 1,653,453	$ 1,686,522	$ 1,720,253	$ 1,754,658	$ 1,789,751	$ 1,825,546	$ 1,862,057	$ 1,899,298		
School Capture	**Millage Rate**																**Total New Taxes**	**Pass-Through**	**Captured**
School Operating	0.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Education Tax (SET)	0.0000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Total:	0.0000	*0.00%*	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	$ -	$ -	$ -
Local Capture	**Millage Rate**																		
City Op	10.6745		$ 15,673	$ 15,986	$ 16,306	$ 16,632	$ 16,964	$ 17,304	$ 17,650	$ 18,003	$ 18,363	$ 18,730	$ 19,105	$ 19,487	$ 19,877	$ 20,274	$ 463,148	$ -	$ 463,148
County Op	5.3078		$ 7,793	$ 7,949	$ 8,108	$ 8,270	$ 8,435	$ 8,604	$ 8,776	$ 8,952	$ 9,131	$ 9,313	$ 9,500	$ 9,690	$ 9,883	$ 10,081	$ 230,296	$ -	$ 230,296
Police and Fire	2.8463		$ 4,179	$ 4,263	$ 4,348	$ 4,435	$ 4,523	$ 4,614	$ 4,706	$ 4,800	$ 4,896	$ 4,994	$ 5,094	$ 5,196	$ 5,300	$ 5,406	$ 123,496	$ -	$ 123,496
RESA Spec Ed	2.2969		$ 3,372	$ 3,440	$ 3,509	$ 3,579	$ 3,650	$ 3,723	$ 3,798	$ 3,874	$ 3,951	$ 4,030	$ 4,111	$ 4,193	$ 4,277	$ 4,362	$ 99,659	$ -	$ 99,659
Streets	1.8943		$ 2,781	$ 2,837	$ 2,894	$ 2,951	$ 3,011	$ 3,071	$ 3,132	$ 3,195	$ 3,259	$ 3,324	$ 3,390	$ 3,458	$ 3,527	$ 3,598	$ 82,190	$ -	$ 82,190
College	1.8777		$ 2,757	$ 2,812	$ 2,868	$ 2,926	$ 2,984	$ 3,044	$ 3,105	$ 3,167	$ 3,230	$ 3,295	$ 3,361	$ 3,428	$ 3,496	$ 3,566	$ 81,470	$ -	$ 81,470
Library	1.2000		$ 1,762	$ 1,797	$ 1,833	$ 1,870	$ 1,907	$ 1,945	$ 1,984	$ 2,024	$ 2,064	$ 2,106	$ 2,148	$ 2,191	$ 2,234	$ 2,279	$ 52,066	$ -	$ 52,066
School Sink	0.9835		$ 1,444	$ 1,473	$ 1,502	$ 1,532	$ 1,563	$ 1,594	$ 1,626	$ 1,659	$ 1,692	$ 1,726	$ 1,760	$ 1,795	$ 1,831	$ 1,868	$ 42,672	$ -	$ 42,672
Parks and Rec	0.9487		$ 1,393	$ 1,421	$ 1,449	$ 1,478	$ 1,508	$ 1,538	$ 1,569	$ 1,600	$ 1,632	$ 1,665	$ 1,698	$ 1,732	$ 1,767	$ 1,802	$ 41,162	$ -	$ 41,162
RESA Voc Ed	0.9187		$ 1,349	$ 1,376	$ 1,403	$ 1,431	$ 1,460	$ 1,489	$ 1,519	$ 1,549	$ 1,580	$ 1,612	$ 1,644	$ 1,677	$ 1,711	$ 1,745	$ 39,861	$ -	$ 39,861
Seniors	0.7983		$ 1,172	$ 1,196	$ 1,219	$ 1,244	$ 1,269	$ 1,294	$ 1,320	$ 1,346	$ 1,373	$ 1,401	$ 1,429	$ 1,457	$ 1,486	$ 1,516	$ 34,637	$ -	$ 34,637
BWATC	0.5901		$ 866	$ 884	$ 901	$ 919	$ 938	$ 957	$ 976	$ 995	$ 1,015	$ 1,035	$ 1,056	$ 1,077	$ 1,099	$ 1,121	$ 25,603	$ -	$ 25,603
Drugs	0.5598		$ 822	$ 838	$ 855	$ 872	$ 890	$ 907	$ 926	$ 944	$ 963	$ 982	$ 1,002	$ 1,022	$ 1,042	$ 1,063	$ 24,289	$ -	$ 24,289
EMS	0.5000		$ 734	$ 749	$ 764	$ 779	$ 795	$ 811	$ 827	$ 843	$ 860	$ 877	$ 895	$ 913	$ 931	$ 950	$ 21,694	$ -	$ 21,694
Parks	0.4944		$ 726	$ 740	$ 755	$ 770	$ 786	$ 801	$ 817	$ 834	$ 850	$ 868	$ 885	$ 903	$ 921	$ 939	$ 21,451	$ -	$ 21,451
County Roads	0.2495		$ 366	$ 374	$ 381	$ 389	$ 397	$ 404	$ 413	$ 421	$ 429	$ 438	$ 447	$ 455	$ 465	$ 474	$ 10,825	$ -	$ 10,825
RESA Inter Ed	0.1924		$ 282	$ 288	$ 294	$ 300	$ 306	$ 312	$ 318	$ 324	$ 331	$ 338	$ 344	$ 351	$ 358	$ 365	$ 8,348	$ -	$ 8,348
Veterans	0.1000		$ 147	$ 150	$ 153	$ 156	$ 159	$ 162	$ 165	$ 169	$ 172	$ 175	$ 179	$ 183	$ 186	$ 190	$ 4,339	$ -	$ 4,339
Local Total:	32.4329	*100.00%*	**$ 47,619**	**$ 48,571**	**$ 49,542**	**$ 50,533**	**$ 51,544**	**$ 52,575**	**$ 53,626**	**$ 54,699**	**$ 55,793**	**$ 56,909**	**$ 58,047**	**$ 59,208**	**$ 60,392**	**$ 61,600**	**$ 1,407,208**	**$ -**	**$ 1,407,208**
Total Capturable Taxes:	**32.4329**	***100.00%***	**$ 47,619**	**$ 48,571**	**$ 49,542**	**$ 50,533**	**$ 51,544**	**$ 52,575**	**$ 53,626**	**$ 54,699**	**$ 55,793**	**$ 56,909**	**$ 58,047**	**$ 59,208**	**$ 60,392**	**$ 61,600**	**$ 1,407,208**	**$ -**	**$ 1,407,208**
Non-Capturable Millages	**Millage Rate**																		
School Debt	2.6200		$ 3,847	$ 3,924	$ 4,002	$ 4,082	$ 4,164	$ 4,247	$ 4,332	$ 4,419	$ 4,507	$ 4,597	$ 4,689	$ 4,783	$ 4,879	$ 4,976	$ 113,677	$ 113,677	$ -
Total Non-Capturable Taxes:	**2.6200**		**$ 3,847**	**$ 3,924**	**$ 4,002**	**$ 4,082**	**$ 4,164**	**$ 4,247**	**$ 4,332**	**$ 4,419**	**$ 4,507**	**$ 4,597**	**$ 4,689**	**$ 4,783**	**$ 4,879**	**$ 4,976**	**$ 113,677**	**$ 113,677**	**$ -**
																	$ 1,520,885	**$ 113,677**	**$ 1,407,208**

Table 3
Tax Increment Revenue Reimbursement Allocation Table
2921 V/L 25th Street
Port Huron, MI

Developer/City Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	$ -	$ -	$ -
Local	100.0%	$ -	$ 1,347,208	**$ 1,347,208**
TOTAL		**$ -**	**$ 1,347,208**	**$ 1,347,208**
EGLE	0.0%	$ -		
MSHDA	0.0%	$ -		

Estimated Total Years of Plan:	**32**

Administrative Fees & Loan Funds*	
State Brownfield Revolving Fund	$ -
BRA Administrative Fees	$ 60,000
Local Brownfield Revolving Fund	$ -

* During the life of the Plan

	Beginning Balance	2028	2029	2030	2031	2032	2033	2034	2035
Calendar Year		**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
Plan Year		**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Capture Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Available Tax Increment Revenue (TIR)									
Total Local Tax Capture Available		$ 34,688	$ 35,381	$ 36,089	$ 36,811	$ 37,547	$ 38,298	$ 39,064	$ 39,845
Capture for BRA Administrative Fees (Flat Fee)		$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Local TIR Available for Reimbursement to Developer		$ 32,688	$ 33,381	$ 34,089	$ 34,811	$ 35,547	$ 36,298	$ 37,064	$ 37,845
Total Local TIR Available for Reimbursement to Developer		$ 32,688	$ 33,381	$ 34,089	$ 34,811	$ 35,547	$ 36,298	$ 37,064	$ 37,845
DEVELOPER									
	$ 1,347,208	**$ 1,314,520**	**$ 1,281,139**	**$ 1,247,050**	**$ 1,212,239**	**$ 1,176,692**	**$ 1,140,395**	**$ 1,103,331**	**$ 1,065,486**
LOCAL-ONLY Activities	$ 1,347,208	$ 1,314,520	$ 1,281,139	$ 1,247,050	$ 1,212,239	$ 1,176,692	$ 1,140,395	$ 1,103,331	$ 1,065,486
Local-Only Tax Reimbursement	$ -	$ 32,688	$ 33,381	$ 34,089	$ 34,811	$ 35,547	$ 36,298	$ 37,064	$ 37,845
TOTAL ANNUAL DEVELOPER REIMBURSEMENT		**$ 32,688**	**$ 33,381**	**$ 34,089**	**$ 34,811**	**$ 35,547**	**$ 36,298**	**$ 37,064**	**$ 37,845**

	2036	2037	2038	2039	2040	2041	2042	2043
Calendar Year	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**
Plan Year	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**
Capture Year	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Available Tax Increment Revenue (TIR)								
Total Local Tax Capture Available	$ 40,642	$ 41,455	$ 42,284	$ 43,130	$ 43,992	$ 44,872	$ 45,770	$ 46,685
Capture for BRA Administrative Fees (Flat Fee)	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000
Local TIR Available for Reimbursement to Developer	$ 38,642	$ 39,455	$ 40,284	$ 41,130	$ 41,992	$ 42,872	$ 43,770	$ 44,685
Total Local TIR Available for Reimbursement to Developer	$ 38,642	$ 39,455	$ 40,284	$ 41,130	$ 41,992	$ 42,872	$ 43,770	$ 44,685
DEVELOPER								
	$ 1,026,844	**$ 987,389**	**$ 947,105**	**$ 905,975**	**$ 863,983**	**$ 821,111**	**$ 777,341**	**$ 732,656**
LOCAL-ONLY Activities	$ 1,026,844	$ 987,389	$ 947,105	$ 905,975	$ 863,983	$ 821,111	$ 777,341	$ 732,656
Local-Only Tax Reimbursement	$ 38,642	$ 39,455	$ 40,284	$ 41,130	$ 41,992	$ 42,872	$ 43,770	$ 44,685
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	**$ 38,642**	**$ 39,455**	**$ 40,284**	**$ 41,130**	**$ 41,992**	**$ 42,872**	**$ 43,770**	**$ 44,685**

Table 3
Tax Increment Revenue Reimbursement Allocation Table
2921 V/L 25th Street
Port Huron, MI

	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	TOTALS
	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Available Tax Increment Revenue (TIR)															
Total Local Tax Capture Available	$ 47,619	$ 48,571	$ 49,542	$ 50,533	$ 51,544	$ 52,575	$ 53,626	$ 54,699	$ 55,793	$ 56,909	$ 58,047	$ 59,208	$ 60,392	$ 61,600	
Capture for BRA Administrative Fees (Flat Fee)	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	**$ 60,000**
Local TIR Available for Reimbursement to Developer	$ 45,619	$ 46,571	$ 47,542	$ 48,533	$ 49,544	$ 50,575	$ 51,626	$ 52,699	$ 53,793	$ 54,909	$ 56,047	$ 57,208	$ 58,392	$ 59,600	
Total Local TIR Available for Reimbursement to Developer	$ 45,619	$ 46,571	$ 47,542	$ 48,533	$ 49,544	$ 50,575	$ 51,626	$ 52,699	$ 53,793	$ 54,909	$ 56,047	$ 57,208	$ 58,392	$ 59,600	
DEVELOPER															
	$ 687,038	**$ 640,467**	**$ 592,925**	**$ 544,391**	**$ 494,847**	**$ 444,273**	**$ 392,646**	**$ 339,948**	**$ 286,155**	**$ 231,246**	**$ 175,199**	**$ 117,992**	**$ 59,600**	**$ (0)**	
LOCAL-ONLY Activities	$ 687,038	$ 640,467	$ 592,925	$ 544,391	$ 494,847	$ 444,273	$ 392,646	$ 339,948	$ 286,155	$ 231,246	$ 175,199	$ 117,992	$ 59,600	$ 58,392	
Local-Only Tax Reimbursement	$ 45,619	$ 46,571	$ 47,542	$ 48,533	$ 49,544	$ 50,575	$ 51,626	$ 52,699	$ 53,793	$ 54,909	$ 56,047	$ 57,208	$ 58,392	$ 59,600	**$ 1,347,208**
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	**$ 45,619**	**$ 46,571**	**$ 47,542**	**$ 48,533**	**$ 49,544**	**$ 50,575**	**$ 51,626**	**$ 52,699**	**$ 53,793**	**$ 54,909**	**$ 56,047**	**$ 57,208**	**$ 58,392**	**$ 59,600**	**$ 1,407,208**

ATTACHMENT A

Property Records

2921 VACANT LOT 25TH ST

← →

PORT HURON, MI 48060
Parcel #06-345-0108-100
Property Owner: CITY OF PORT HURON

Owner and Taxpayer Information

Owner	CITY OF PORT HURON

Taxpayer	SEE OWNER INFORMATION

General Information for Tax Year 2026

Property Class	402 RESIDENTIAL-VACANT
School District	PORT HURON AREA SCHOOL DIST
MAP #	X11
FILED	*Not Available*
YEARS EST	*Not Available*
BUS. NAME	*Not Available*
Historical District	*Not Available*
YEARS LATE	*Not Available*

Unit	06 CITY OF PORT HURON
Assessed Value	$0
Taxable Value	$0
State Equalized Value	$0
Date of Last Name Change	09/05/2024
Notes	*Not Available*
Census Block Group	*Not Available*
Exemption	*No Data to Display*

Principal Residence Exemption Information

Effective Date	*No Data to Display*

Principal Residence Exemption	June 1st	Fina
2026	0.0000%	0.0000%

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2025	$0	$0	$0
2024	$0	$0	$0
2023	$0	$0	$0

Land Information

Zoning Code	A1
Land Value	$0
Renaissance Zone	No
ECF Neighborhood	5-05 DOVE/32ND/RAVENSWOOD/ELECTRIC
Lot Dimensions/Comments	*No Data to Display*

Total Acres	1.470
Land Improvements	$0
Renaissance Zone Expiration Date	*No Data to Display*
Mortgage Code	*No Data to Display*

Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	250.00 ft	121.02 ft
Lot 2	150.00 ft	121.02 ft
Lot 3	40.00 ft	391.02 ft
	Total Frontage: 440.00 ft	Average Depth: 211.02 ft

Legal Description

LOTS 5 THROUGH 9 & LOTS 15 THROUGH 17 BLK 6 FACTORY LAND CO.'S PLAT NO. 4 INCL ALL VAC ALLEY ADJ COMBO ON 09/05/2024 WITH 06-345-0109-000, 06-345-0110-000, 06-345-0111-000, 06-345-0112-000, 06-345-0119-000, 06-345-0120-000, 06-345-0121-000 INTO 06-345-0108-100;

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
12/10/1993	$28,000.00	WD			03-ARM'S LENGTH	1312:0541
02/01/1993	$0.00	OTH	GOLSON ESSIE	COLLINS RACHEL	21-NOT USED/OTHER	1279-465
06/03/1955	$0.00	OTH	WHITE HELEN L.	GOLSON HENRY H./ESSIE	21-NOT USED/OTHER	750 -511
06/03/1955	$0.00	OTH	GOLSON ESSIE	WHITE HELEN L.	21-NOT USED/OTHER	750 -510

ATTACHMENT B

Site Plans and Renderings

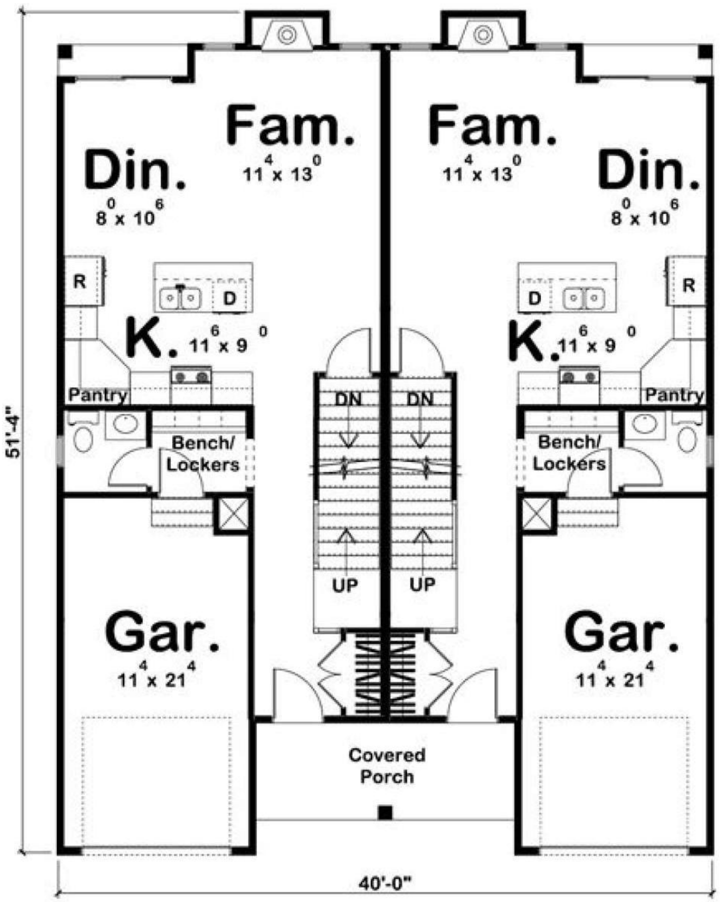
Preliminary Proposed Design

Each Unit (1/2 Duplex)

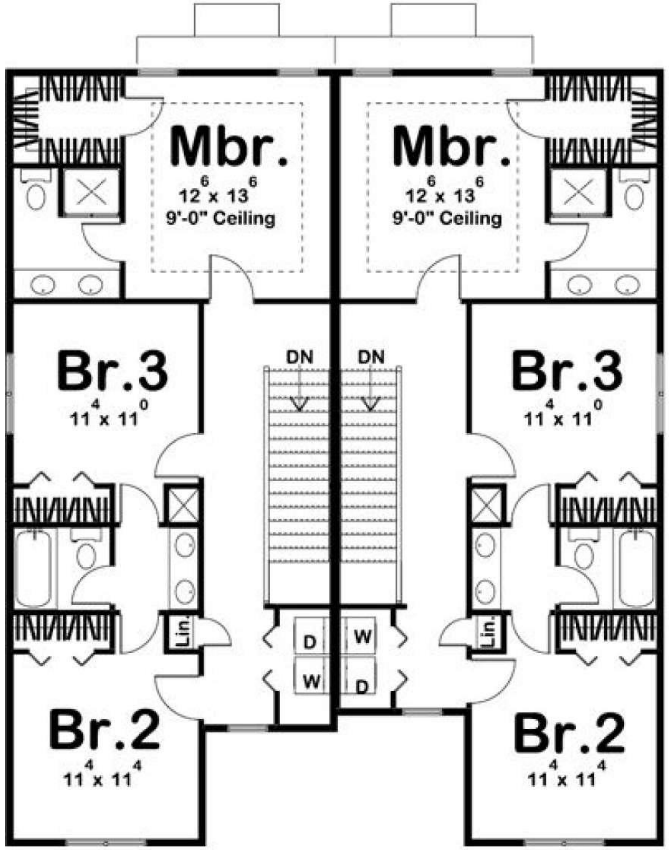
- 1489 square feet
- 3 bedrooms, 2½ baths
- 1-car garage
- Appliances (including washer/dryer) included
- Quartz Counter Tops
- Primary Suite with walk-in-closet and ensuite bathroom
- Crawl- space

Michigan Community Capital

Preliminary Layout

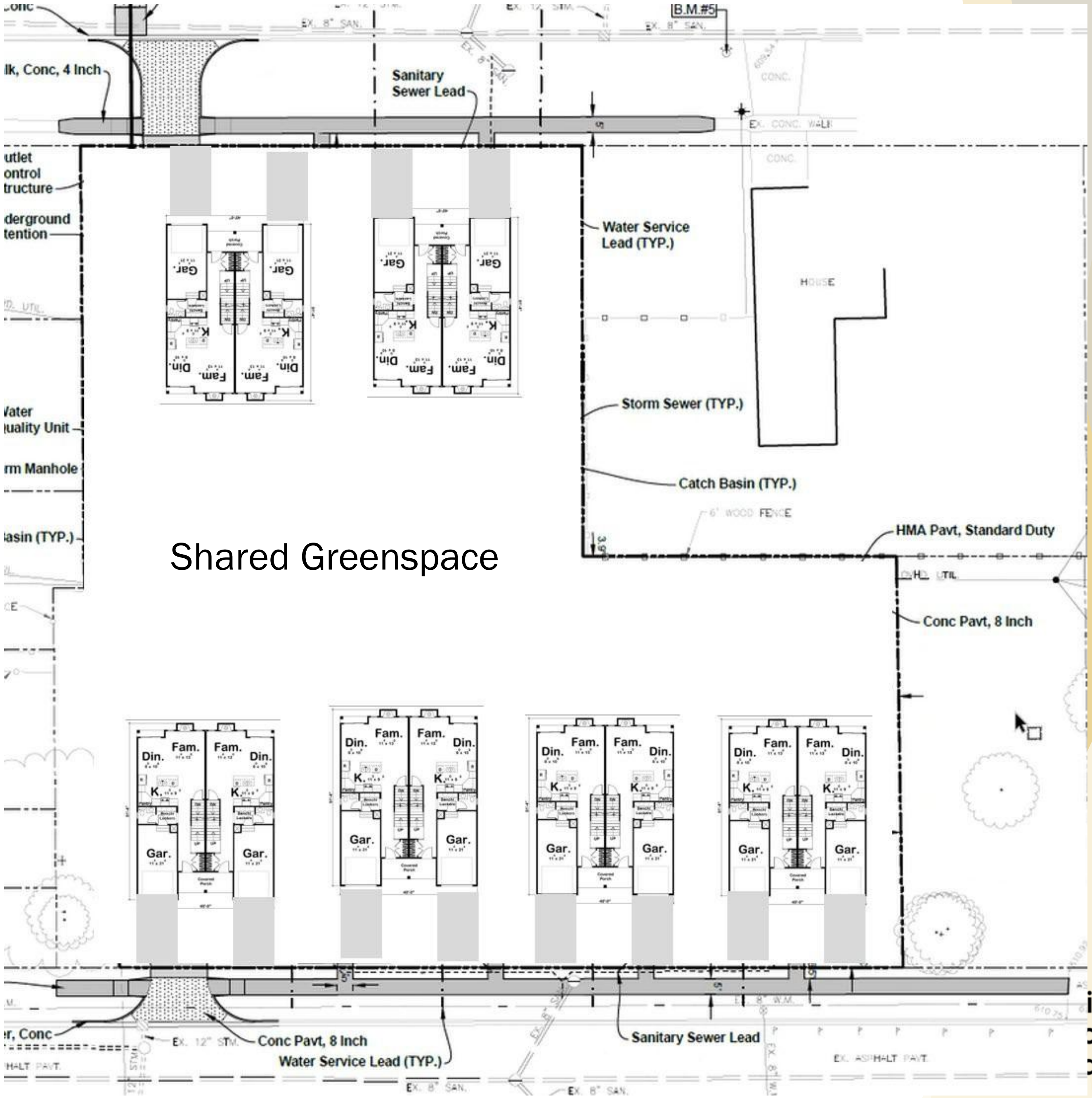


First Floor



Second Floor

Preliminary Site Plan



Shared Greenspace will have a to be determined community element such as dog run, gazebo and/or playscape.

<u>Notice of Public Hearing</u>

THE BROWNFIELD REDEVELOPMENT AUTHORITY
OF PORT HURON, MICHIGAN

REGARDING ADOPTION OF A BROWNFIELD PLAN
OF
THE RESIDENCES AT 256
2921 VACANT LOT 25TH STREET, CITY OF PORT HURON
COUNTY OF ST. CLAIR, MICHIGAN

TO ALL INTERESTED PERSONS IN THE CITY OF PORT HURON

PLEASE TAKE NOTICE that the City Council of the City of Port Huron, Michigan, will hold a Public Hearing on September 28, 2026, at 6:00 p.m., in the Council Chambers (Public Meeting Room) within the City Hall Building, 100 McMorran Boulevard, Port Huron, Michigan, to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 2921 Vacant Lot 25th Street in the City of Port Huron, Michigan. The following legal parcel is included in the "eligible property":

Parcel ID #: 74-06-345-0108-100

LOTS 5 THROUGH 9 & LOTS 15 THROUGH 17 BLK 6 FACTORY LAND CO.'S PLAT NO. 4 INCL ALL VAC ALLEY ADJ

The subject property consists of one parcel, approximately 1.47 acres in size located between 25th & 26th Street and Cleveland & Nern Street. This project includes the redevelopment of one parcel of land located at 2921 Vacant Lot on 25th Street in the City of Port Huron, St. Clair County, Michigan. The project includes the construction of 6 duplex residential buildings totaling 12 for sale residential units.

The Brownfield Plan is available for the public inspection at the City of Port Huron Clerk's Office located at 100 McMorran Boulevard, Port Huron, Michigan 48060. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the Brownfield Redevelopment Authority of the City of Port Huron at (810) 984-9735. THIS NOTICE is given in order of the City Council of Port Huron, Michigan.

City Clerk's Office
City of Port Huron

RES #26-

Approving the scheduling of a public hearing for September 28, 2026, to hear comments on The Residences of 256 Brownfield Plan for 2921 Vacant Lot 25th Street.

WHEREAS, pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan 1996, as amended, InvestPortHuron LLC, on the behalf of The Residences of 256, has submitted a Brownfield Plan for 6 duplex residential buildings totaling 12 for-sale units project at 2921 Vacant Lot 25th Street (Parcel ID #: 74-06-345-0108-100); and

WHEREAS, the City of Port Huron Brownfield Redevelopment Authority met on September 2, 2026, to review The Residences of 256 Brownfield Plan and made a recommendation to the City Council regarding the plan;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby schedule a public hearing for September 28, 2026, at 6:00 p.m. to hear comments on The Residences of 256 Brownfield Plan for 2921 Vacant Lot 25th Street and will publish notice of the hearing according to the Act; and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to notify all taxing jurisdictions which are affected by adoption of the Plan about the fiscal and economic implications of the proposed financing plan.

NOTICE TO ALL TAXING JURISDICTIONS

The City of Port Huron City Council proposes to approve a Brownfield Plan for the redevelopment of property located at 2921 Vacant Lot 25th Street in the City of Port Huron, Michigan.

The City of Port Huron has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act., Act 381 Public Acts of the State of Michigan of 1996, as amended (the "Act").

The Act was enacted to provide means for local units of government to facilitate the revitalization of environmentally distressed, functionally obsolete and/or blighted areas. The City of Port Huron Brownfield Redevelopment Authority Board has reviewed and recommended for adoption a Brownfield Plan related to the redevelopment of the property. The project includes the construction of 6 duplex residential buildings totaling 12 for-sale residential units.

The property subject to the plan is a "facility" as defined in Part 201 of NREPA (1994 PA 451) and is thus an "eligible property" under Act 381. This document serves to notify local taxing units of the intent to approve a Brownfield Plan for the noted property.

The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment projects included in a Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the "eligible property," which may include certain adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including remediation, new construction, rehabilitation, remodeling, alterations, additions, and the installation of personal property on the contaminated, functionally obsolete or blighted property.

The Brownfield Plan will be considered for adoption at the September 28, 2026, City Council meeting held at 6:00 p.m. in the Public Meeting Room of the Municipal Office Center, 100 McMorran Boulevard, Port Huron, Michigan. If you have any questions or comments concerning the Brownfield Plan you may attend the meeting and express those concerns during the public comment period. You may also direct inquiries to the Port Huron City Council or to David Haynes, Planning Director, at (810) 984-9735.

Dated: ***DATE OF NOTICE***

Cyndee Jonseck
City Clerk