

A REGULAR MEETING OF THE BROWNFIELD REDEVELOPMENT AUTHORITY

May 17, 2023 at 10:00 A.M.

Township Conference Room, 2nd Floor

City of Warren

One City Square

Warren, MI 48093

<u>AGENDA</u>

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. ADOPTION OF AGENDA
- 4. APPROVAL OF MINUTES (February 16, 2023)
- 5. FINANCIAL REPORT
- 6. NEW BUSINESS
 - A. Proposed assignment of Brownfield Reimbursement Agreement from Star Warren Property, LLC to Penske Truck Leasing Co., LP (Tom Bommarito/Mary Michaels)
- 7. OLD BUSINESS
 - A. Environmental clean-up at the former Burnette Library Meridian Contracting Group (Tom Bommarito)
 - Motion to hire Meridian Contracting Group to perform environmental cleanup at 22005 Van Dyke Ave (former Maybelle Burnette Library) in the amount of \$23,770.00
 - B. Northpoint Brownfield Plan Amendment (Tom Bommarito)
 - C. Approval: Cole Street Reimbursement Plan (Tom Bommarito)
 - D. Approval: Warren 10 Mile Reimbursement Plan (Tom Bommarito)
- 8. LIST OF BILLS (ATTACHED)
- 9. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER
- 10. ADJOURNMENT

Tom Bommarito, Director Economic and Community Development EDC, DDA, TIFA, CDBG

MEETING MINUTES BROWNFIELD REDEVELOPMENT AUTHORITY CITY OF WARREN

MEETING HELD ON Thursday, February 16, 2023

A regular meeting of the Brownfield Redevelopment Authority of the City of Warren was called to order at 10:07 a.m. on Thursday, February 16, 2023, in the Township Meeting Room located on the 2nd floor of Warren City Hall.

BOARD MEMBERS PRESENT

James Yarema Gary Kiesgen Zenon Kwik Glenn Eckert

BOARD MEMBERS ABSENT

Mike Smith

ALSO PRESENT

Tom Bommarito, Economic Development Director
Dylan Clark, Economic Development
Tiffany Nawrocki, DDA/TIFA Assistant
Mary Michaels, Chief Assistant City Attorney
Mary Michaels, Attorney's Office
Ron Wuerth, Planning Director
Amy Moore, Accounting Supervisor
Mark Knapp, Assistant City Controller

This was the first meeting for Mr. Glenn Eckert, new member of the Brownfield Authority Board.

1. CALL TO ORDER

The meeting was called to order at 10:07 a.m.

2. ROLL CALL

Motion:

A motion was made by Mr. Keisgan and supported by Mr. Eckert to excuse the absent members of the board.

No opposition, motion passed.

3. ADOPTION OF AGENDA

Tom Bommarito requested that an agenda item, 6B: Request to add Glen Eckert and mark Knapp as check signers, be added to the agenda.

Motion:

A motion was made by Mr. Keisgan and supported by Mr. Kwik to adopt the February 16, 2023 agenda with the addition of item 7B.

No opposition, motion passed

4. APPROVAL OF THE MINUTES (June 30, 2022)

Motion:

A motion was made by Mr. Yarema, supported by Mr. Kiesgen, to approve the minutes from the June 30, 2022, Brownfield meeting.

No opposition, motion passed

5. FINANCIAL REPORT

Amy Moore stated that the board has about \$450,000 in available funds as of 12/31/2022. As taxes are collected on brownfield tif properties, the BRA collects some of that in a revolving fund.

6. NEW BUSINESS

A. Request to use Brownfield Authority funds to perform any necessary clean up needed at the former Burnett libarary and the former Louie's Bar

Mr. Bommarito stated that the former Burnette Library is being traded with the current Habitat for Humanity Restore building. This will allow Warren to build a fire station next to the new library/police station. The goal is to clean up and renovate the old Burnette Library so Habitat has a nice building to move into.

Additionally, the building formerly known as Louie's Bar is a building with historical value and the TIFA purchased it to preserve that value and clean it up for a restauranteur to open up a place to eat in South Warren.

The hope will be that the Brownfield Authority will aid in financing some future cleanup efforts at these locations.

B. Request to add two additional check signers

Mr. Bommarito stated that Rick Fox has been out of the office and Mr. Pasque has unfortunately passed away. Adding Assistant City Controller Mark Knap and board member Glenn Eckert as signers will aid in obtaining signatures for the release of checks.

Motion:

A motion was made by Mr. Yarema, supported by Mr. Kwik, to approve the removal of Rick Fox and Daniel Pasque, and addition of Mark Knapp and Glenn Eckert, as check signers.

No opposition, motion passed

7.OLD BUSINESS

None

8.LIST OF BILLS

Motion:

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, to approve paying the February 16, 2023 List of Bills.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Yarema

Yes

Mr. Kiesgen

Yes

Mr. Kwik

Yes

Mr. Eckert

Yes

No opposition, Motion passed

9. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER

Mr. Eckert stated that as a board related to environmental cleanup, it is important to mention the Ohio train derailment. It should be looked into whether Warren is aware of what potential hazardous materials are transported through the City.

Tom Bommarito stated that he believes Fire Commissioner McAdams is on top of it, but that he will look into it.

Mary Michaels informed the board that the first Brownfield TIF project, DKM Warrior Sports some 20 years ago, contained an agreement that requires their reimbursement check be released right after taxes are paid. These checks and invoices will be presented to the board at subsequent meetings.

Tom Bommarito stated that the staff will provide members with orientation packets and a spreadsheet of current Brownfield TIF projects.

10. ADJOURNMENT

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Eckert, to adjourn the meeting at 10:30 a.m.

No opposition, Motion passed

Thomas Bommarito Brownfield Director

ASSIGNMENT OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Assignment of Development and Reimbursement Agreement ("Assignment") is made between Star Warren Property, LLC, a Michigan limited liability company with offices at 3940 Eastern Avenue SE, Grand Rapids, Michigan 49508, ("Assignor"), Penske Truck Leasing Co. L.P., with offices at 2675 Morgantown Road, Reading, PA 19607 (Assignee), and the City of Warren Brownfield Redevelopment Authority (the Authority).

STIPULATION.

- 1. The Assignor and the Authority are parties to a certain Development and Reimbursement Agreement dated May 17, 2016, ("Agreement") under which the Authority would capture and pay to "Developer" tax increment revenues ("TIF") pursuant to Michigan's Brownfield Redevelopment Financing Act, PA No. 381 of 1996, as amended. The Agreement is acknowledged by the parties, is incorporated by reference into this Assignment and is attached hereto as Exhibit A.
- The parties with to effectuate an assignment of Assignor's interest in the Agreement, including the right to receive TIF payments from the Authority, which is authorized pursuant to section 13 of the Agreement.
- 3. The Authority agrees to the Assignment of the Assignor's right, title and interest in the Agreement to the Assignee.
- The Authority has determined that the Assignee is qualified to undertake any of Assignor's obligations under the Agreement upon assignment.

THEREORE, in consideration of the mutual promises of the parties and other valuable consideration, receipt of which is acknowledged, the Assignee, Assignor and the Authority agree as follows:

- 1. Assignor irrevocably assigns to Assignee all of its right, title, interest and obligations under the Agreement, including receipt of all future TIF payments from the Authority.
- Assignee assumes and agrees to the bound by, and perform, all of Assignor's obligations, terms, warranties and conditions of, under and to the Agreement, as though Assignee itself had entered into said Agreement.
- Assignor and Assignee agree that the contact for Developer in the "notice" section shall be changed to: Penske Truck Leasing, Co. L.P, 2675 Morgantown Road, Reading, PA 19607, Attn: David Battisti; Scott Cebul.

- 4. Assignor and Assignee agree that all future TIF payments shall be paid to Assignee, and delivered to the address set forth in section 3 above.
- 5. Assignor shall be forever and irrevocably released from the future performance of any obligation of Developer under the Agreement.

	STAR WARREN PROPERTY, LLC, a Michigan limited liability company By: Name: Thomas L. Bylenga Its: Manager
Acknowledged and Agreed by Assignee:	
Dated:, 2023	PENSKE TRUCK LEASING CO., L.P. a Delaware limited partnership
	By: Name: Its:
Acknowledged and Agreed by the Authority:	
Dated:, 2023	THE CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY
	Ву:
	Name: Its; Chair
	By:
	Name: Its: Director

EXHIBIT A

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

Meridian Contracting Group, LLC

6149 Trailside Dr Washington, M) 48094 pete@meridiangroup1.com



INVOICE

BILL TO

City of Warren Brownfield Authority

One City Square Warren, Mt 48093 INVOICE

10212

DATE

04/06/2023

TERMS

Net 30

DUE DATE 05/06/2023

DATE	DESCRIPTION:	QTY	RATE	AMOUNT
22 Specialty	Specialties. Specific Scope: Meridian Contracting Group will remove the following asbestos containing materials as identified and quantified in the PSI Asbestos Survey dated February 9, 2023, which includes: • 15 Pipe joint insulation. • 150 Square feet of HVAC insulation. • 400 Square feet of 9"x 9" floor tile. • 50 Linear feet of interior gray sealant. • 1 Window frame with white frame sealant.	1	12,980.00	12,980.00
22 Specialty	Specialties- skim coat approximately 5920 square feet of carpet area slab in order to encapsulate slab over carpet adhesive found to be positive for asbestos.	1	6,990.00	6,990.00
22 Specialty	Specialties-Remove additional asbestos fittings located in block walls and hard ceiling discovered during demolition	1	3,800.00	3,800.00

BALANCE DUE

\$23,770.00



One City Square, Suite 215 Warren, MI 48093-6726 (586) 574-4529 www.cityofwarren.org www.filmwarren.org

April 14, 2022

Mr. Rob Garza Manager, Statutory Analysis Michigan Economic Development Corporation 300 N. Washington Square Lansing, Michigan 48913

RE: City of Warren Brownfield Redevelopment Authority – NP Mound Road Industrial, LLC – Act 381 Work Plan Request for 23500 Mound Road

Dear Rob,

Enclosed for your review is one (1) copy of the Act 381 Work Plan for the NP Mound Road Industrial, LLC Redevelopment Project (the "Work Plan"). The Work Plan is being submitted in order to gain approval of the capture and use of taxes levied for school operating purposes in accordance with Public Act 381, as amended.

If you have questions with respect, please do not hesitate to me at (586) 419-0330.

Sincerely,

Tom Bommarito
Authorized Agent

CC:

Mr. Johnny Sweeney *via e-mail* Mr. Jared T. Belka *via e-mail*

ACT 381 WORK PLAN TO CONDUCT ELIGIBLE EGLE ENVIRONMENTAL AND MSF NON-ENVIRONMENTAL ACTIVITIES

Warren Transmission Redevelopment Project 23500 Mound Road, Macomb County, City of Warren City of Warren Brownfield Redevelopment Authority

March 10, 2022

Prepared by:

Jared T. Belka
Warner Norcross + Judd LLP
1500 Warner Building
150 Ottawa Avenue NW
Grand Rapids, Michigan 49503

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WARREN TRANSMISSION REDEVELOPMENT PROJECT ACT 381 WORK PLAN

1. INTRODUCTION

NP Mound Road Industrial, LLC ("Developer"), an affiliate of NorthPoint Development, LLC, intends to redevelop the former General Motors Warren Transmission Plant located at 23500 Mound Road, Warren, Macomb County, containing approximately 117 acres of land (collectively, the "Property"). Developer intends to redevelop the Property by demolishing the existing building and constructing three new buildings containing approximately 1.4 million square feet of industrial space that will house multiple tenants (the "Project"). The Project will include site improvements associated with parking, green space and storm water management.

The Project will include department specific activities, demolition, lead and asbestos abatement, site preparation, and infrastructure improvements.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The purpose of this Act 381 Work Plan (the "Work Plan") is to provide for reimbursement of eligible activity expenses incurred and to be incurred by Developer on the Property and infrastructure improvements (5,000 SF) that will directly benefit the Property. The Project includes the construction of three new buildings that will contain approximately 1.4 million square feet of industrial space. The expected level of private investment in the Project is approximately \$180+ million and the Project is expected to create approximately 600+ full-time jobs with an average wage of \$15/hour. It is currently anticipated that demolition work will begin in the winter of 2022 with construction beginning in fall of 2022. Construction of the Project and eligible activities will be completed within the following thirty-six (36) months.

1.2 Eligible Property Information

1.2.1 Property Eligibility - Location/Legal Description

Subsurface investigation results of the Property identified various contaminants in the soil and groundwater at concentrations exceeding the EGLE Part 201 Generic Residential Cleanup Criteria ("GRCC") and EGLE VIAP screening levels. Therefore, the Property is considered an "eligible property" as defined in Act 381 of 1996, as amended, because the Property is classified as a "facility" under Part 201 of the Natural Resources and Environmental Protection Act, Act 451 P.A. 1994, as amended ("NREPA"). Figure 3 includes a summary of identified contamination.

Address: 23500 Mound Road

Warren, Michigan 48091

Parcel ID: 12-13-28-300-018 (includes current IDD parcel 12-98-72-011-190)

Legal Description: T1N, R12E, SEC 28; COMM AT SW 1/4 COR SEC 28; TH N89*36'30"E 102.0 FT; TH N 60.0 FT TO POB; TH N 2591.73 FT; TH N00*14'E 19.63 FT; TH S62*28'E 45.22 FT; TH S89*50'52"E 499.55 FT; TH N73*45'E 32.22 FT; TH N00*14'E 570.23 FT; TH S89*50'E 1199.91 FT; TH S00*11'E 3152.82 FT; TH S89*36'30"W 1783.39 FT TO POB; EXC. LOTS 12,13 & 14 OF A.P. NO 8 IN CITY OF CENTERLINE; 116.856 AC

A Property Location Map is attached to this Work Plan as <u>Figure 1</u> and an Eligible Property Map is attached as <u>Figure 2</u>.

1.2.2 Current Ownership

Address	Parcel ID	Owner
23500 Mound Road	12-13-28-300-018 (includes current IDD parcel 12-98-72-011-190)	

The contact for Developer is Christina Hubacek at 4825 NW 41st St., Ste. 500, Riverside, MO 64150.

1.2.3 Proposed Future Ownership

Developer will retain ownership of the Property after completion of the Project and lease the space to tenants.

1.2.4 Delinquent Taxes, Interest, and Penalties

There are no current delinquent taxes, interest, or penalties.

1.2.5 Existing and Proposed Future Zoning

The current zoning for the Property is Medium Heavy Industrial District and will remain the same after the completion of the Project.

1.3 Historical Use and Previous Ownership of Each Eligible Property

1.3.1 Historical Use

The Property opened in 1941 as a Navy ordnance plant operated by the Hudson Motor Car Co. The building was originally constructed as a single building and several additions were added over the years. Manufacturing operations continued over the years as the GM Warren Transmission Plant until it closed in 2019. The facility reopened temporarily over the last year in order to manufacture facemasks during the COVID-19 pandemic.

Photographs of the Property are attached as <u>Figure 4</u>.

1.3.2 Previous Ownership

The Property has been owned by several different entities, with General Motors having an ownership interest for the majority of time.

1.4 Current Use of Each Eligible Property

The Property currently contains the defunct GM Warren Transmission Plant and existing site improvements that will be demolished and removed prior to redevelopment.

1.5 Site Conditions and Known Environmental Contamination Summary

PM Environmental a Phase I Environmental Site Assessment on December 1, 2021 as well as a Baseline Environmental Assessment on December 3, 2021 for the Property located at 23500 Mound Road.

The Property is a "facility" as defined by Act 381, Section 2 and Part 201 of the Natural Resources and Environmental Protection Act, 451 P.A. 1994, as amended ("Act 451") due to the presence of various contaminants in the soil and groundwater above the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC) and EGLE VIAP screening levels.

A map of the Known Extent of Contamination is attached as <u>Figure 3</u>. See <u>Figures 3</u> for confirmation of "facility" status.

Department specific activities will be undertaken during the construction process, including additional site investigations, due care activities, including installation of a vapor mitigation system and oversight/prove-out; installation of chemical resistant utility gaskets and utility corridor migration barriers; installation of chemical resistant storm water pond liners, and contaminated soil and groundwater transport and disposal will be completed during the construction process. The cost of due care activities are outlined below.

1.6 Functionally Obsolete, Blighted and/or Historic Conditions

The Property is qualifying as a "facility" as described above and it is not considered a historic resource.

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

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

Work Plan activities include department specific activities, lead and asbestos abatement, demolition, site preparation and infrastructure improvements to prepare the Property for its new use. The itemized costs are included in Section 2.4 below and were determined with assistance by contractors and consultants familiar with the site characteristics. As such, the costs included in this Work Plan are sufficient to complete the proposed eligible activities.

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

The Property includes several old buildings that were assembled together over the years. Therefore, significant demolition, lead and asbestos abatement, site preparation and infrastructure activitites are required to prepare the Property for the new buildings to be constructed. The itemized costs for the eligible activities are included in Section 2.4 below. The cost estimates were developed with the assistance from contractors and consultants familiar with the site characteristics. As such, the individual costs detailed below are required in order to complete the proposed eligible activities.

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

Eligible activity costs are based on project cost estimates developed by consultants and contractors for the Project. As such, they were determined to be reasonable based on current market prices.

1.7.4 What is the overall benefit to the public?

The public will benefit from new property taxes, capital investment in the City, job creation, and reuse of a contaminated and currently vacant property.

1.7.5 The extent of reuse of vacant buildings and redevelopment of blighted property?

The Project does not involve the reuse of vacant buildings but does include revitalization of contaminated and underutilized property.

1.7.6 How many jobs will be created by the project and the type of jobs; a) fulltime, parttime, managerial, professional?

The Project is expected to create approximately six hundred (600+) new full-time commercial/light and/or heavy industrial, manufacturing, professional and/or commercial jobs with an average wage of \$15/hour.

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

The unadjusted unemployment rate for the City of Warren as of December 2021 was 5.0%. This compares to an unadjusted unemployment rate of 4.4% for the State of Michigan and 3.7% nationally for the same period.

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

The Property has the presence of various contaminants in the soil and ground water

(see <u>Figure 3</u>). The Developer will undertake various department specific activities totaling approximately \$10.6 million in order to properly redevelop the Property.

1.7.9 The level of private sector contribution?

Development of the Project is expected to result in \$180+ million of private investment. A portion of the costs assoicated with the Project will be reimbursed through tax increment financing from the Brownfield Authority.

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

No, the Project includes new construction for new tenants.

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

Yes, with the requested assistance, the Project is financially sound.

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

The Project will be seeking support for a 12yr PA 198 Industrial Facilities property tax abatement with projected savings of \$12,646,232 over the full abatement period.

1.7.13 Any other criteria that MSF may consider.

The Project provides significant investment in the City and will revitalize a property that was shuttered.

2. SCOPE OF WORK AND COSTS

2.1 EGLE Eligible Activities

2.1.1 Phase I, II and Baseline Environmental Assessments

Phase I, II and a Baseline Environmental Assessment were completed for the Project at a cost of \$175,000. The costs are not included as part of this work plan request as it does not require EGLE approval for reimbursement.

2.1.2 Department Specific Activities

Additional site investigations and due care activities will be conducted including installation of a vapor mitigation system and oversight/prove-out; installation of chemical resistant utility gaskets and utility corridor migration barriers; installation of chemical resistant stormwater pond liners, and contaminated soil and groundwater

transport and disposal will be completed during the construction process. The estimated cost is \$6,240,000 and the activities will be included in a subsequent work plan to be reviewed and approved by EGLE at a later date.

2.1.3 Contingency

A 15% contingency is included to cover unexpected cost overruns encountered during construction. The contingency is \$962,250.

2.1.4 Preparation, Development and Implementation of Brownfield Plan and Work Plan

Reasonable costs associated with the preparation and development of a brownfield plan and this Work Plan are included in the eligible activities. The estimated cost of preparation and development is \$15,000 with the other half (\$15,000) split with the EGLE approval. Implementation cost is estimated at \$7,500

2.2 MSF Eligible Activities

2.2.1 Demolition

Demolition activities include removal of the existing buildings and site improvements, utilities, concrete and backfilling the demolition void. The estimated cost is \$9,368,000.

2.2.2 Lead and Asbestos Abatement

Due to the age of the buildings and based on initial assessments, lead and asbestos materials will likely be encountered during the demolition process. Therefore, the proposed abatement costs will include proper assessment/survey, removal and disposal of any materials encountered during the rehabilitation process. The estimated cost is \$3,153,500.

2.2.3 Site Preparation

Site preparation activities will include the following:

- mass grading and land balancing
- dewatering associated excavation of unstable material
- temporary sheeting and shoring
- temporary erosion control
- temporary traffic control
- temporary site control
- excavation for unstable material
- backfill material for demo voids
- compaction & sub-base
- foundation work to address special soil concerns (cost above and beyond greenfield cost)

- geotechnical engineering
- active utility relocation

The estimated cost of site preparation activities is \$1,315,000.

2.2.4 Infrastructure Improvements

Public Infrastructure improvements will be made in the public right-of-way in connection with the Project, including curb and gutter, street/road repair, traffic lane improvements and publicly owned utility improvements. The estimated cost of infrastructure improvement activities is \$1,860,000.

2.2.5 Contingency

A 15% contingency is included to cover unexpected cost overruns encountered during construction. The contingency is \$2,354,475.

2.2.6 Preparation, Development and Implementation of Brownfield Plan and Work Plan

Reasonable costs associated with the preparation and development of a brownfield plan and this Work Plan are included in the eligible activities. The estimated cost of preparation and development is \$15,000 with the other half (\$15,000) split with the EGLE approval. Implementation cost is estimated at \$7,500

2.3 Local Only Eligible Activities

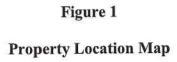
The Project includes \$3,220,000 of local only capture to support vapor barrier installation that is being conducted as a presumptive remedy.

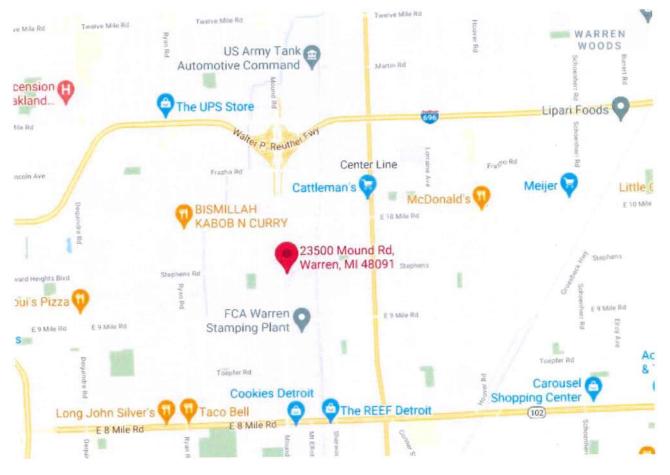
2.4 Eligible Activities Costs and Schedule

MSF Eligible Activities	Cost	Completion Season/Year	
Demolition Subtotal	\$9,368,000		
 Demolition of buildings and backfill 	\$9,368,000	Fall 2022	
Lead and Asbestos Abatement Subtotal	\$3,153,500		
- Survey	\$80,000	Winter 2022	
- Abatement	\$3,073,500	Fall 2022	
Site Preparation Subtotal	\$1,315,000		
- Dewatering	\$25,000	Spring 2023	
 Sheeting and Shoring 	\$30,000	Spring 2023	
- Temporary Erosion Control	\$50,000	Summer 2023	
Temporary Traffic Control	\$10,000	Summer 2023	

Temporary Site Control	\$15,000	Summer 2023
Excavation of Unstable Material/Backfill	\$185,000	Summer 2023
 Mass Grading/Land Balancing/Compaction and Sub-base 	\$585,000	Summer 2023
- Special Foundations	\$250,000	Summer 2023
Utility Relocation	\$100,000	Summer 2023
- Geotechnical Engineering	\$65,000	Fall 2022
Infrastructure Improvements Subtotal	\$1,860,000	
- Curb and gutter (2,000 SF @ \$35)	\$70,000	Spring 2024
Utility Improvements	\$600,000	Spring 2024
- Street Repair (3,000 SF @ \$75)	\$225,000	Spring 2024
Traffic Lane Improvements (lump sum)	\$475,000	Spring 2024
Street and Road Improvements	\$240,000	Spring 2024
Signage and Landscaping	\$250,000	Spring 2024
MSF Eligible Activities Subtotal	\$15,696,500	
Contingency (15%)	\$2,354,475	
Brownfield/Work Plan Preparation and Development	\$15,000	
Brownfield/Work Plan Implementation	\$7,500	
MSF Eligible Activities Total Costs	\$18,073,475	

EGLE Eligible Activities	Cost	Completion Season/Year	
Department Specific Activities Subtotal	\$9,215,000		
- Site Investigations, Phase I, II and BEA	\$ 175,000	Summer/Fall 2022	
- Vapor Mitigation Systems	\$ 5,690,000		
- Pond Liners	\$450,000		
- Contaminated Soil Management	\$250,000		
- Contaminated Groundwater and Storm Water Management	\$250,000		
- Gasketing	\$750,000		
- Surface Barrier Installation	\$1,150,000		
- Oversight/Sampling	\$500,000		
EGLE Eligible Activities Subtotal	\$9,215,000		
Contingency (15%)	\$1,382,250		
Brownfield/Work Plan Preparation and Development	\$15,000		
Brownfield/Work Plan Implementation	\$7,500		
EGLE Eligible Activities Total Costs	\$10,604,750		





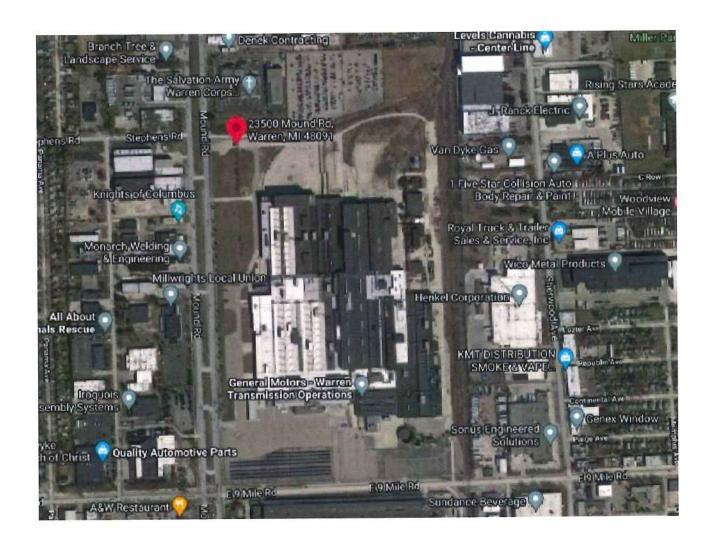
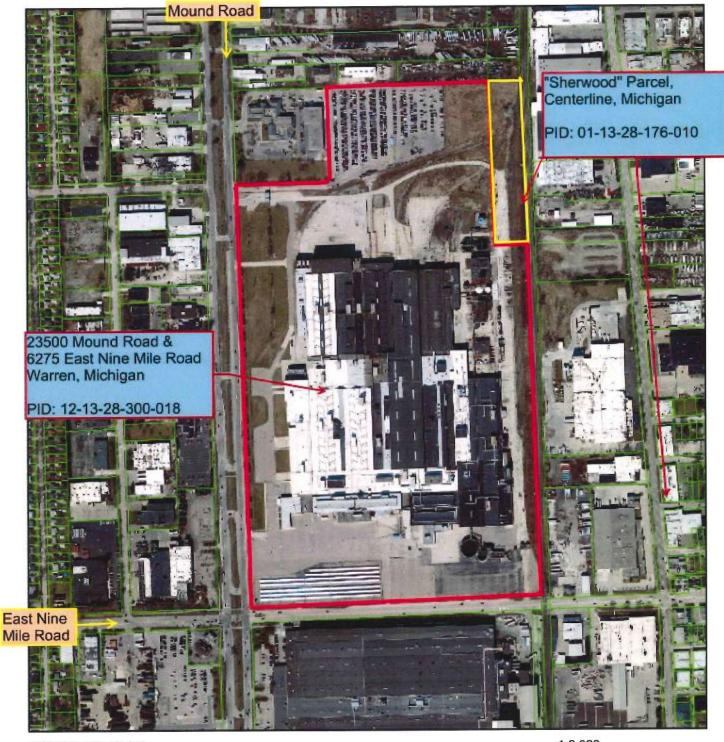


Figure 2

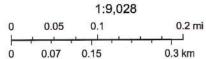
Eligible Property Map

ArcGIS Web Map



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Property Area Boundaries



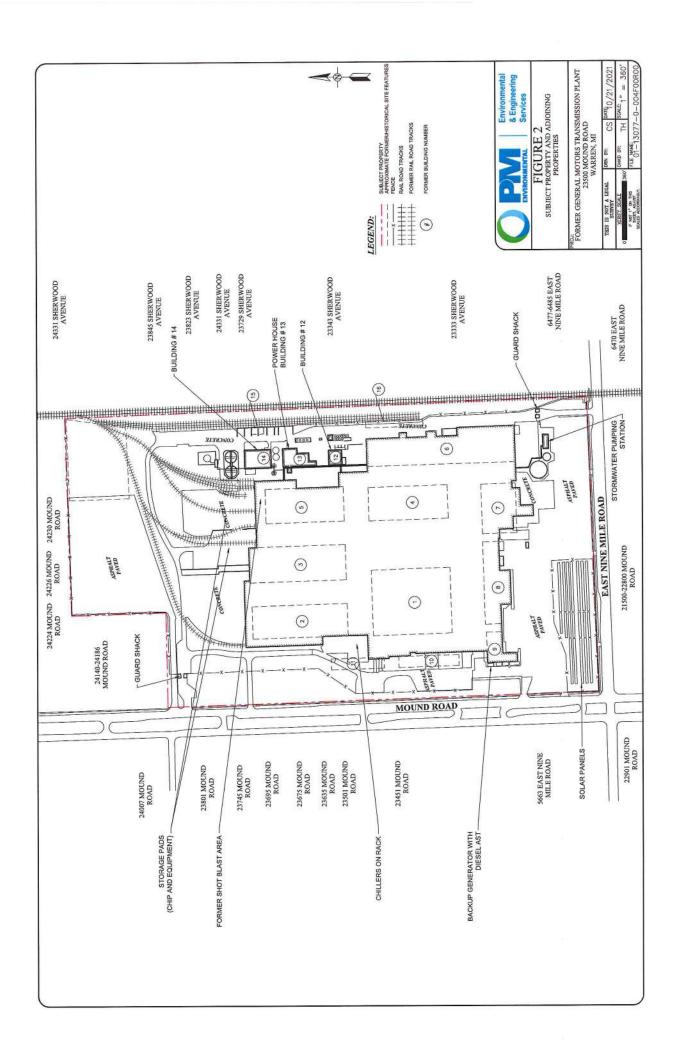


Figure 3

Known Extent of Contamination

Summary of Soil Analytical Results (1992)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
		7.0		GSIP: cadmium, chromium
SB1		9.0	j	GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
SB2		7.0		GSIP: cadmium, chromium
3DZ 		11.0		GSIP: cadmium, chromium
]	9.0		GSIP: cadmium, chromium
SB3		13.0		GSIP: cadmium, chromium
		25.0]	GSIP: cadmium
		13.0		GSIP: cadmium, chromium
CD4		17.0	<u> </u>	GSIP: cadmium, chromium
SB4		25.0		DWP (R/NR): chromium
]	23.0		GSIP: cadmium, chromium
]	7.0		GSIP: cadmium, chromium
CDE		19.0		GSIP: cadmium, chromium
5B5		25.0		DWP (R/NR): chromium
		25.0		GSIP: cadmium, chromium
]	11.0		DWP (R/NR): chromium
		11.0		GSIP: cadmium, chromium
CDE		13.0		DWP (R/NR): chromium
SB6	13.0		GSIP: cadmium, chromium	
		25.0	BTEX, PNAs,	DWP (R/NR): cadmium
]	23.0	PCBs,	GSIP: chromium
	1-6-1992	9.0	cadmium,	DWP (R/NR): chromium
	101332		chromium,	GSIP: cadmium, chromium
SB7		11.0	and lead	GSIP: cadmium, chromium
		25.0		DWP (R/NR): chromium
	1		4	GSIP: cadmium, chromium
		7.0	4	GSIP: cadmium, chromium
SB8		11.0	4	GSIP: cadmium, chromium
) 25 0 DW	DWP (R/NR): chromium	
]		4	GSIP: cadmium, chromium
		10.0	-	GSIP: cadmium
SB9		11.5	-	GSIP: cadmium
		13.0		GSIP: naphthalene, cadmium, chromium
	_		4	VIAP (R/NR): naphthalene
		5.5	4	GSIP: cadmium, chromium
SB10		7.0	4	GSIP: cadmium, chromium
	-	25.0		GSIP: cadmium
SB11		13.0		DWP (R/NR): chromium GSIP: cadmium, chromium
	Ţ	7.0]	GSIP: cadmium, chromium
SB12	BB12	10.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
	1	11.0	7	GSIP: cadmium
SB13		25.0	1	GSIP: cadmium
SB14	1	11.0	7	GSIP: cadmium

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
		15.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
SB18	10-23-1992	7.0-9.0		DWP (R/NR): ethylbenzene GSIP: ethylbenzene DC (R): aroclor 1260 (PCB) TSCA Subpart D (R): aoclor 1260 (PCB) VIAP (R/NR): ethylbenzene
		5.0-7.0	1	GSIP: cadmium
SB20		7.0-9.0	1	GSIP: cadmium
SB21	1	4.0-6.0]	GSIP: cadmium
SB22	12-31-1992	3.0-5.0		DWP (R/NR): chromium GSIP: cadmium, chromium,
SB23	1	2.0-4.0]	GSIP: xylenes, cadmium
2224		3.0-5.0]	GSIP: cadmium
SB24		9.0-11.0		GSIP: cadmium

BTEX:

R: Res

Residential

Groundwater Surface Water Interface Protection

VIAP: Volatilization to Indoor Air Pathway

TSCA: Toxic Substances Control Act

NR: Nonresidential

DWP: Drinking Water Protection

DC: Direct Contact

benzene, toluene, ethylbenzene, xylenes

Summary of Soil Analytical Results (2005-2006)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels	
		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE	
GP-1		18.0-20.0		DWP (R/NR): TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE DC (R): TCE Csat: TCE VIAP (R/NR): TCE	
		24.0-26.0	cis-1.2-DCE, trans-	DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE	
	3-17-2005	17-2005 8.0-10.0 14.0-16.0 20.0-22.0	8.0-10.0	1,2-DCE, TCE, VC	DWP (R/NR): TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-2				DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE	
				DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE	

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
GP-2 (duplicate)	Concessor	14.0-16.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE
		2.0-4.0		VIAP (R/NR): cis-1,2-DCE, TCE DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: cis-1,2-DCE SVII (R): TCE
GP-3		12.0-14.0		VIAP (R/NR): cis-1,2-DCE, TCE, VC DWP (R/NR): cis-11,-DCE, TCE, VC GSIP: cis-1,2-DCE, TCE SVII (R/NR): TCE VSI (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
		2.0-4.0 8.0-10.0		DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE DWP (R/NR): VC
GP-4		12.0-14.0		VIAP (R/NR): cis-1,2-DCE, VC DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-5	3-18-2005	10-0-12.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-6		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: cis-1,2-DCE SVII (R): cis-1,2-DCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		14.0-16.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC VIAP (R/NR): cis-1,2-DCE, VC
		8.0-10.0		DWP (R/NR): TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-7	:	12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
		18.0-20.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
_	4-18-2005	10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-8		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
	000,000	14.0-16.0		DWP (R/NR): TCE, VC GSIP: TCE, VC SVII (R): VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-8 (duplicate)		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		8.0-10.0		DWP (R/NR): TCE GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-9		10-0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		12.0-14.0		DWP (R/NR): VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, VC
		14.0-16.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-10		12.0-14.0		DWP (R/NR): VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, VC
		8.0-10.0		DWP (R/NR): cis-1,2-DCE, TCE SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-11		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
		16.0-18.0		DWP (R/NR): VC VIAP (R/NR): VC
	4-19-2005	10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-12		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
	which is a second of the secon	14.0-16.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-12 (duplicate)		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP17-06	1-26-2006	10.0-12.5	VOCs	DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP18-06		10.0-12.5		DWP (R/NR): TCE VIAP (R/NR): TCE

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
GP19-06		12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE, VC
GP20-06		10.0-12.5		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP22-06		10.0-12.5		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE, VC
GP23-06	1-27-2006	12.5-15.0		VIAP (R/NR): cis-1,2-DCE
GP26-06		12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP26-06 (duplicate)	1-28-2006	12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP30-06	1	5.0-7.5		DWP (R/NR): TCE VIAP (R/NR): TCE

Residential R:

Groundwater Surface Water Interface Protection GSIP:

Soil Volatilization to Indoor Air Inhalation SVII:

Volatilization to Indoor Air Pathway VIAP:

DC: Direct Contact TCE: Trichloroethylene

Nonresidential NR:

Drinking Water Protection DWP:

Ambient Air Volatile Soil Inhalation VSI:

Soil Saturation Concentration Csat:

DCE: Dichloroethylene VC: Vinyl chloride

Summary of Soil Gas Analytical Results (2006-2009)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Screening Levels
	10-17-2006	0.5-1.0	VOCs	VIAP (R/NR): cis-1,2-DCE, TCE
VP-1S	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-1D	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
	7-13-2006	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-2S	10-17-2006			VIAP (R/NR): benzene, cis-1,2-DCE, PCE, TCE
VP-2D	7-13-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006			VIAP (R/NR): cis-1,2-DCE, TCE
	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
VP-3S	10-17-2006	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-3D	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006	0.5-1.0		VIAP (R/NR): chloroform, cis-1,2-DCE, TCE
VP-4\$	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
VP-4D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-5D	11-1-2006	0.5-1.0		VIAP (R/NR): TCE
VP-8D	7-10-2008	0.5-1.0	1	VIAP (R/NR): cis-1,2-DCE, TCE
MW-1	7-10-2008	6.0-16.0		VIAP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE

Residential

VIAP:

Volatilization to Indoor Air Pathway

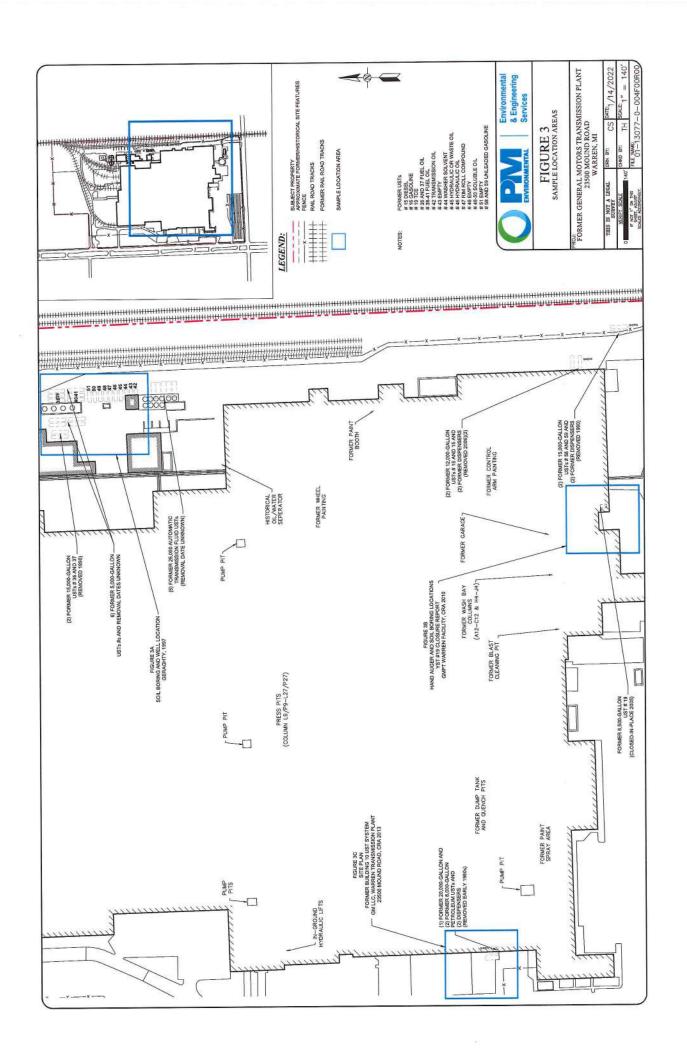
TCE:

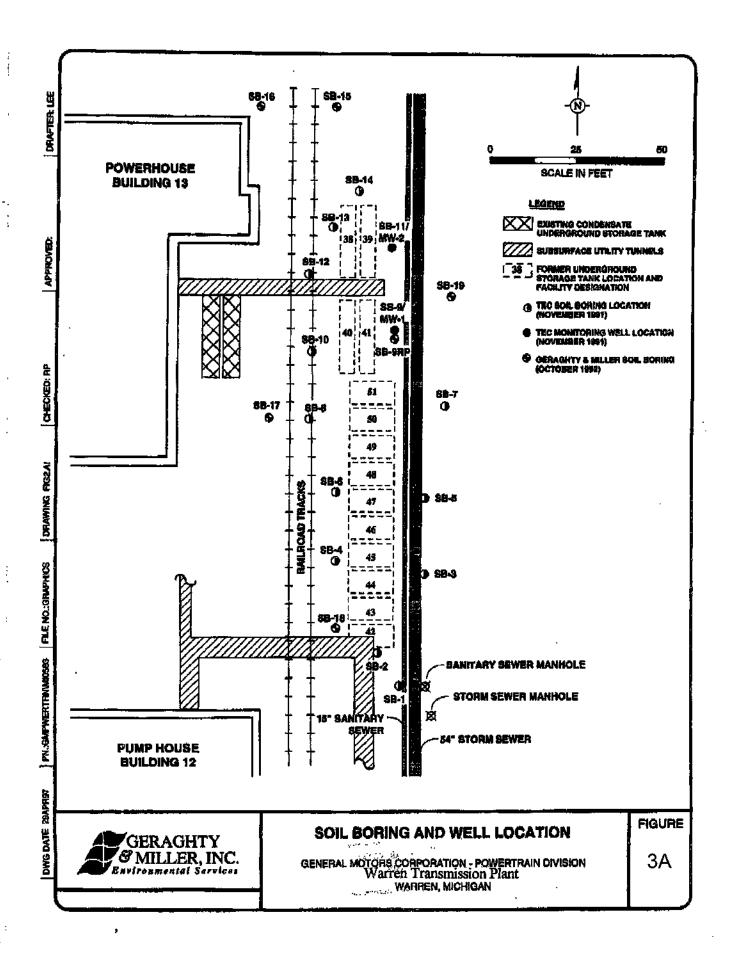
Trichloroethylene

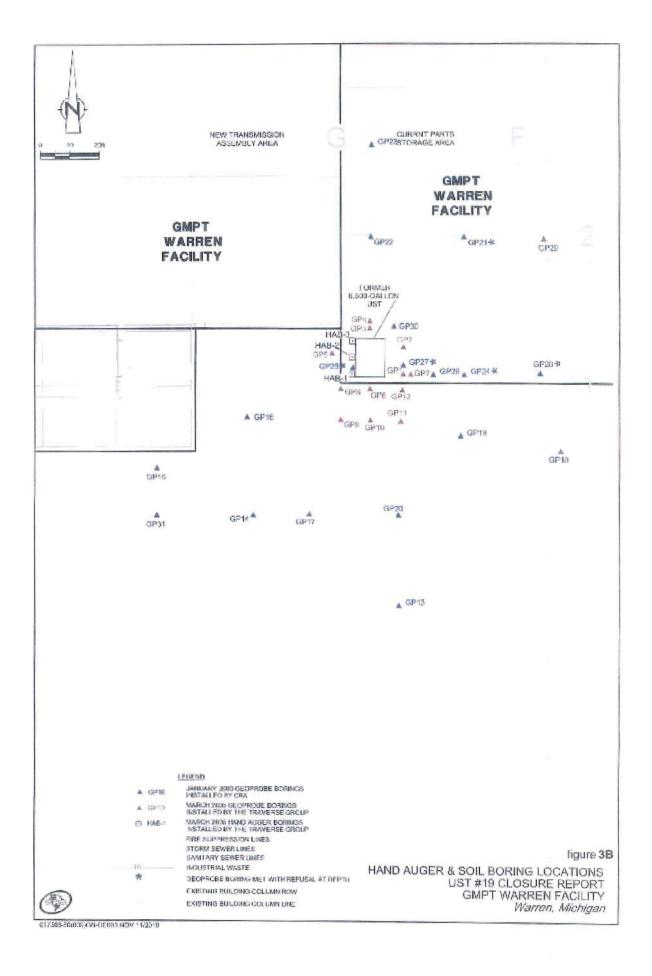
NR: DCE: Nonresidential dichloroethylene

PCE:

Tetrachloroethylene







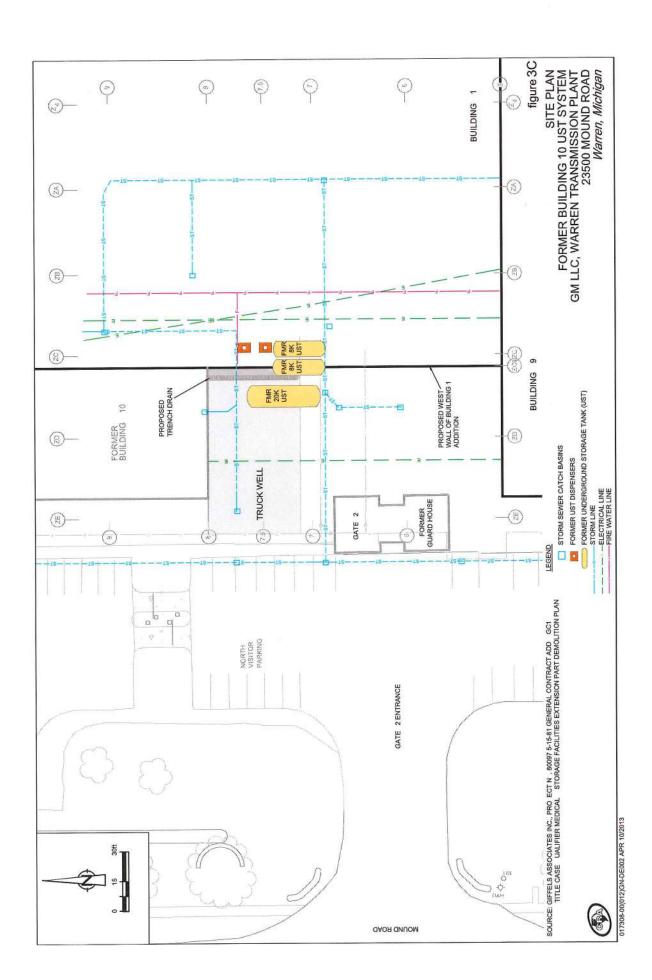


Figure 4 Color Site Photographs



Photograph 1



General view of the subject property – Looking southeast towards Main Plant and Buildings #14 and #13

Photograph 2



View of the Main Plant (north face, looking southwest)



Photograph 3



General interior view of the Main Plant Boxes are of PPE

Photograph 4



General interior view of the Main Plant Equipment remaining on-site from former manufacturing operations



Photograph 5



General view of the WWTP (Building #14)

Photograph 6



General interior view of the WWTP (old portion no longer in operation)

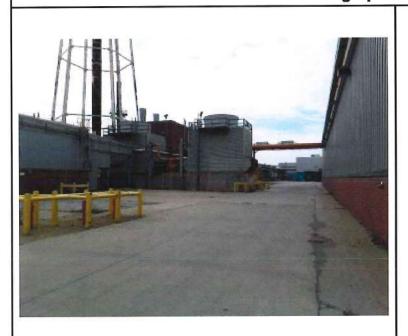


Photograph 7



General interior view of the WWTP (old portion no longer in operation)

Photograph 8



View of the powerhouse (Building #13)



Photograph 9



General interior view of the powerhouse

Photograph 10



General interior view of the powerhouse

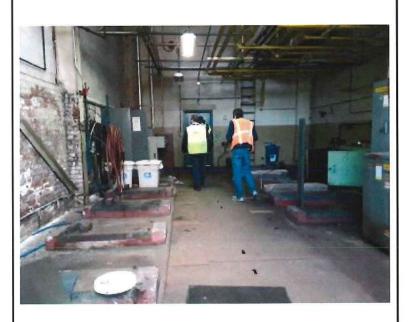


Photograph 11



View of the storage building (Building #12)

Photograph 12



General interior view of the storage building



Photograph 13



General interior view of the storage building

Photograph 14



General view of the stormwater pumping station



Photograph 15



General interior view of a typical elevator within the Main Plant

Photograph 16



General interior view of an air compressor within the Main Plant



Photograph 17



General interior view of former press pits inside the Main Plant

Photograph 18



General interior view of in-ground hydraulic hoists inside the Main Plant



Photograph 19



General interior view of AST storage

Photograph 20



General view of AST storage



Photograph 21



General view of tote/drum storage

Photograph 22



General interior view of a sump



Photograph 23



General interior view of a trench drain

Photograph 24



General view of staining associated with long term exterior storage

Figure 5

Redevelopment Project Renderings/Improvements Map

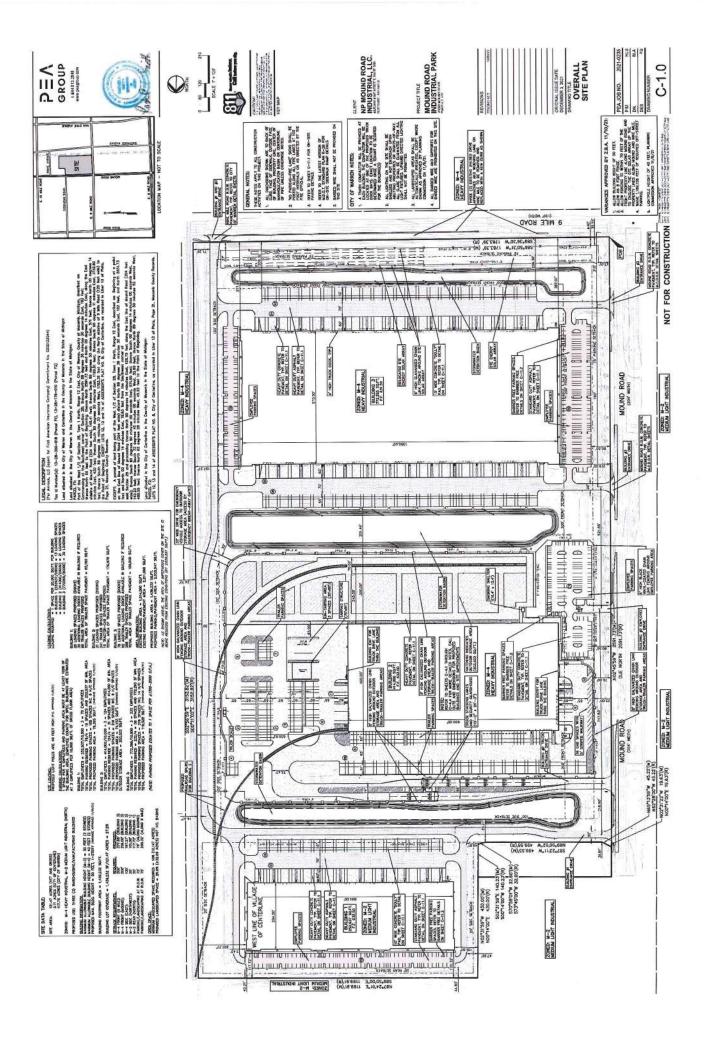


Table 1

TIF Table

Tax Capture/Reimbursement Schedule

ax Increment Revenue Capture Estimates for Former Warren Transmission Plan Warren Michigan

	Estimated T.	Estimated Taxable Value (TV) Increase Rate: 1.00%	1,00%							PAI	PA 198 Abatement Period	po										
		Plan Year	1	The state of	2	3	4	s	w	7	69	6	10	n	13	13	14	15	16	17	18	13
		Calendar Year			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
		Barra Tavable Value C 0 577 543 C	¢ 05775		\$ 592.42	\$ 673 443 6		\$ 577.543 \$	9 577 543 \$	9.577.543 \$	9.577.543 \$	9.577.543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543
		Estimated New TV S 9 577.543	\$ 9577.5			27,525,000 \$	43,831,148 \$	43,874,979 \$	43,918,854 \$		44,006,736 \$	44,050,742 \$	44,094,793 \$	44,138,888 \$	44,183,027 \$	44,227,210 \$	44,271,437 \$	44,315,709 \$	44,360,024 \$	44,404,384 \$	44,448,789 \$	44,493,237
	Incremental	Incremental Difference (New TV - Base TV) \$		w	•	17,947,457 \$	34,253,605 \$	17,947,457 \$ 34,253,605 \$ 34,297,436 \$ 34,341,311 \$	34,341,311 \$	34,385,230 \$	34,429,193 \$	1000	34,517,250 \$	34,561,345 \$	34,605,484 \$	34,649,657 \$	34,693,894 \$	34,738,166 \$	34,782,481 \$	34,826,841 \$	34,871,246 \$	34,915,694
School Capture	Mile	Millage Rate																				
State Education Tax (SET)		6,0000		s.		107,685 \$	205,522 \$	205,785 \$	206,048 \$	206,311 \$	206,575 \$	206,839 \$	207,104 \$	207,368 \$	207,633 \$	207,898 \$	208,163 \$	208,429 \$	208,695 \$	208,961 \$	209,227 \$	209,494
School Operating Tax		17.0415		45	•	152,926 \$	291,866 \$	292,240 \$	292,614 \$	292,988 \$	293,363 \$	293,738 \$	294,113 \$	294,489 \$	294,865 \$	295,241 \$	295,618 \$	591,990 \$	592,746 \$		594,258 \$	595,016
10000	School Total	23,0415	40	en.		260,611 \$	497,388 \$	498,024 \$	498,662 \$	499,299 \$	499,938 \$	\$ 772,002	501,216 \$	\$ 758,102	502,498 \$	\$ 651,502	\$ 182,781	800,419 \$	801,441 \$	802,463 \$	803,486 \$	804,510
Local Capture	MIR	Millagn Rate																	- 1			
Warren Operating		8,4592	s	100		\$ 116,27	144,879 \$	145,064 \$	145,250 \$	145,436 \$	145,622 \$	145,808 \$	145,994 \$	146,181 \$	146,367 \$	146,554 \$	146,741 \$	293,857 \$	294,132 \$	294,607 \$	294,983 \$	295,359
City Road Improvement		2.0349		103		18,261 \$	34,851 \$	34,896 \$	34,941 \$	34,985 \$	35,030 \$	35,075 \$	35,120 \$	35,164 \$	35,209 \$	35,254 \$	35,299 \$	\$ 689'02	\$ 677,07	70,869 \$	70,959 \$	71,050
EMS		0.2815	\$	50		2,526 \$	4,821 \$	4,827 \$	4,834 \$	4,840 \$	4,846 \$	4,852 \$	4,858 \$	4,865 \$	4,871 \$	4,877 \$	4,883 \$	9,779 \$	9,791 \$	9,804 \$	9,816 \$	9,829
Ubrary		1.0710	8			9,611 \$	18,343 \$	18,366 \$	18,390 \$	18,413 \$	18,437 \$	18,460 \$	18,484 \$	18,508 \$	18,531 \$	18,555 \$	18,579 \$	37,205 \$	37,252 \$	37,300 \$	37,347 \$	37,395
Sanitation		2.8193	· ·	100		25,300 \$	48,286 \$	48,347 \$	48,409 \$	48,471 \$	48,533 \$	48,595 \$	48,657 \$	48,719 \$	48,782 \$	48,844 \$	48,906 \$	97,937 \$	98,062 \$	98,187 \$	98,313 \$	98,438
Police Operating		0.9438	s	ss.		8,469 \$	16,164 \$	16,185 \$	16,206 \$	16,226 \$	16,247 \$	16,268 \$	15,289 \$	16,309 \$	16,330 \$	16,351 \$	16,372 \$	32,785 \$	32,828 \$	32,870 \$	32,911 \$	32,953
Fire Operating		0.9438	50	s,	٠,	8,469 \$	16,164 \$	16,185 \$	16,206 \$	16,226 \$	16,247 \$	16,268 \$	16,289 \$	16,309 \$	16,330 \$	16,351 \$	16,372 \$	32,786 \$	001	32,870 \$	32,911 \$	32,953
Police & Fire Operating		4.7487	s	s.	40	42,614 \$	81,330 \$	81,434 \$	81,538 \$	81,643 \$	81,747 \$	81,851 \$	81,956 \$	82,061 \$	82,166 \$	82,270 \$	82,375 \$	164,961 \$	165,172 \$	165,382 \$	165,593 \$	165,804
Recreation		0.9395	100	ss.	50	8,431 \$	16,091 \$	16,111 \$	16,132 \$	16,152 \$	16,173 \$	16,194 \$	16,214 \$	16,235 \$	16,256 \$	16,277 \$	16,297 \$	32,637 \$		32,720 \$	32,762 \$	32,803
Macomb County Operating		4.3721	5	s,	5	39,234 \$	74,880 \$	74,976 \$	75,072 \$	75,168 \$	75,264 \$	75,360 \$	75,456 \$	75,553 \$	75,649 \$	75,746 \$	75,843 \$	151,879 \$	152,072 \$	152,266 \$	152,461 \$	152,655
MCC Operating		1,4247	5	s.		12,785 \$	24,401 \$	24,432 \$	24,463 \$	24,494 \$	24,526 \$	24,557 \$	24,588 \$	24,620 \$	24,651 \$	24,683 \$	24,714 \$	49,491 \$	49,555 \$	49,618 \$	49,681 \$	49,744
MAC Int Sch Dist		4.6845	5	vs.	•	42,037 \$	80,231 \$	80,333 \$	80,436 \$	\$ 65,08	80,642 \$	80,745 \$	80,848 \$	\$ 126,08	81,055 \$	81,158 \$	81,262 \$	162,731 \$	162,939 \$	163,146 \$	163,354 \$	163,563
Act 345 Pol/Fire		4.9848	5	5		44,732 \$	85,374 \$	85,483 \$	85,592 \$	85,702 \$	85,811 \$	85,921 \$	86,031 \$	86,141 \$	86,251 \$	86,361 \$	86,471 \$	173,163 \$	173,384 \$	173,605 \$	173,826 \$	174,048
Macomb Veterans		0,0560	v	s.		592 \$	1.130 \$	1,132 \$	1,133 \$	1,135 \$	1,136 \$	1,138 \$	1,139 \$	1,141 \$	1,142 \$	1,143 \$	1,145 \$	2,293 \$	2,296 \$	2,299 \$	2,302 \$	2,304
Huron-Clinton Park		0.2089	*	8		3.875 \$	3.578 \$	3.582 \$		3,592 \$	3,596 \$	3,601 \$	3,605 \$	3,610 \$	3,615 \$	3,619 \$	3,624 \$	7,257 \$	7,266 \$	7,275 \$	7,285 \$	7,294
SMART		0.9731	5	55		8,732 \$	16,666 \$	16,687 \$	16,709 \$	16,730 \$	16,752 \$	16,773 \$	15,794 \$	16,816 \$	16,837 \$	16,859 \$	16,880 \$	33,804 \$	33,847 \$	33,890 \$	33,933 \$	33,976
	Local Total	38,9558	5	ss.	\$.	349,579 \$	667,188 \$	668,042 \$	668,897 \$	669,752 \$	\$ 809'049	671,466 \$	672,324 \$	673,182 \$	674,042 \$	674,903 \$	675,764 \$	1,353,253 \$	1,354,979 \$	1,356,707 \$	1,358,437 \$	1,360,169
Non-Lapturable minages	MIN	Miliage Rate				850 6	2 989 1	1.641 \$	1.643 \$	1.645 \$	1.647 \$	1.650 \$	1,652 \$	1,654 \$	1,656 \$	1,658 \$	1,660 \$	3,324 \$	3,329 \$	3,333 \$	3,337 \$	3,341
Art larthur		0.1911			\$	1.715 \$	3.273	3.277 \$		3,286 \$	3,290 \$	3,294 \$	3,298 \$	3,302 \$	3,307 \$	3,311 \$	3,315 \$	6,638 \$	6,647 \$	6,655 \$	6,664 \$	6,672
School Debt		7.4000	s	8	\$.	\$ 909'99	12	126,901 \$	127,063 \$	127,225 \$	127,388 \$	127,551 \$	127,714 \$	127,877 \$	128,040 \$	128,204 \$	128,367 \$	257,062 \$	257,390 \$	257,719 \$	258,047 \$	258,376
Total Non-Capturable Taxes	arable Taxes	7.6868	ss	5	\$	\$ 62,629	131,650 \$	131,819 \$	131,987 \$	132,156 \$	132,325 \$	132,494 \$	132,664 \$	132,833 \$	133,003 \$	133,173 \$	133,343 \$	267,025 \$	\$ 998'292	\$ 101,705	268,048 \$	268,390
					_																	
					-									SCOCHOARD NO	CN1020000000		70 September 20		- TO 100 100 100 100 100 100 100 100 100 10	S0000000000000000000000000000000000000	200000000000000000000000000000000000000	
Total Ta	x Increment Revent	Total Tax Increment Revenue (TIR) Available for Capture §	5	s,	•		1,164,576 \$	610,189 \$ 1,164,576 \$ 1,166,067 \$	1,167,558 \$	1,169,051 \$	1,170,546 \$	1,172,042 \$	1,173,540 \$	1,175,039 \$	1,176,540 \$	1,178,042 \$	1,179,546 \$	2,153,672 \$	2,156,420 \$	2,159,170 \$	2,161,923 \$	2,164,679

Footnoises:
Assume frew taxable value based on proposed build out,
plus 1% amual inflation increases thereafter
Assumes millage rate remains the same
Assumes 12/tr PA 138 Abatement w/out 6 mill 5ET

	Pian Year	20	21	22	23	24	25	97	77	28	62	30	37	32	TOTAL
	Calendar Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
	Sace Taxable Value S		9.577.543 \$	9.577.543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	\$ 9,577,543
	Estimated New 7v \$			44,626,851 \$	44,671,478 \$	44,716,149 \$	44,760,865 \$	44,805,626 \$	44,850,432 \$	44,895,282 \$	44,940,177 \$	44,985,118 \$	45,030,103 \$	45,075,133 \$	45,075,133
Increme	incremental Difference (New TV - Base TV) \$ 34,9	34,950,188 \$	35,004,725 \$	35,049,308 \$	\$ 556,590,55	35,138,606 \$	35,183,322 \$	35,228,083 \$	35,272,889 \$	\$ 662,715,28	35,362,634 \$	35,407,575 \$	35,452,560 \$	35,497,590 \$	35,497,590
School Capture	Millage Rate											- 1			200000000000000000000000000000000000000
State Education Tax (SET)	\$ 0000'9	\$ 209,761 \$	210,028 \$	210,296 \$	210,564 \$	210,832 \$	211,100 \$	211,368 \$	211,637 \$	211,906 \$	212,176 \$	212,445 \$	212,715 \$	212,986 \$	6,175,552
School Operating Tax	17.0415 \$	\$ 595,774 \$	\$ 68,533 \$	597,293 \$	598,053 \$	598,815 \$	\$ 772,662	\$ 656,009	601,103 \$	601,867 \$	602,632 \$	603,398 \$	604,165 \$	604,932 \$	14,156,052
School Total			806,561 \$	\$ 685,708	\$ 619,818	809,646 \$	810,677 \$	\$ 801,708 \$	812,740 \$	813,774 \$	814,808 \$	815,844 \$	816,880 \$	\$ 817,918 \$	20,331,604
Local Capture	Millage Rate														
Warren Operating	2	\$ 295,735 \$	296,112 \$	296,489 \$	296,867 \$	297,244 \$	297,623 \$	298,001 \$	298,380 \$	298,760 \$	299,140 \$	299,520 \$	\$ 006'662	300,281 \$	7,026,898
City Road Improvement	2.0349 \$	71,140 \$	71,231 \$	71,322 \$	71,413 \$	71,504 \$	71,595 \$	71,686 \$	71,777 \$	71,868 \$	71,959 \$	72,051 \$	72,142 \$	72,234 \$	1,690,353
EMS	0.2815 \$	9,841 \$	9,854 \$	\$ 998'6	\$ 678,6	9,892 \$	9,904 \$	9,917 \$	9,929 \$	9,942 \$	9,955 \$	\$ 296'6	\$ 086'6	9,893	\$ 233,837
Ubrary	1,0710 \$	5 37,442 \$	37,490 \$	37,538 \$	37,586 \$	37,633 \$	37,681 \$	37,729 \$	37,777 \$	37,825 \$	37,873 \$	37,922 \$	37,970 \$	38,018 \$	\$ 889,659
Sanitation	2.8193	\$ 58,563 \$	\$ 689'86	98,815 \$	98,940 \$	\$ 990'66	99,192 \$	99,319 \$	99,445 \$	\$9,571 \$	\$ 869'66	99,825 \$	99,951 \$	100,078 \$	2,341,939
Police Operating	0.9438	32,995 \$	33,037 \$	33,080 \$	33,122 \$	33,164 \$	33,206 \$	33,248 \$	33,291 \$	33,333 \$	33,375 \$	33,418 \$	33,460 \$	33,503 \$	783,997
Fire Operating	0.9438	\$ 32,995 \$	33,037 \$	33,080 \$	33,122 \$	33,164 \$	33,206 \$	33,248 \$	33,291 \$	33,333 \$	33,375 \$	33,418 \$	33,460 \$	33,503 \$	783,997
Police & Fire Operating	4.7487	\$ 166,015 \$	166,227 \$	166,439 \$	166,651 \$	166,863 \$	167,075 \$	167,288 \$	167,500 \$	167,713 \$	167,927 \$	168,140 \$	168,354 \$	168,567	3,944,655
Recreation	\$ 0.9395	5 32,845 \$	32,887 \$	32,929 \$	32,971 \$	33,013 \$	33,055 \$	33,097 \$	33,139 \$	33,181 \$	33,223 \$	33,265 \$	33,308 \$	33,350 5	\$ 780,425
Macomb County Operating	4.3721 5	5 152,849 \$	153,044 \$	153,239 \$	153,434 \$	153,629 \$	153,825 \$	154,021 \$	154,217 \$	154,413 \$	154,609 \$	154,805 \$	155,002 \$	155,199 9	5 3,631,821
MCC Operating	1.4247 \$	\$ 49,808 \$	49,871 \$	49,935 \$	49,998 \$	50,062 \$	50,126 \$	50,189 \$	\$0,253 \$	50,317 \$	\$0,381 \$	50,445 \$	50,509 \$	50,573	1,183,471
MAC Int Sch Dist	4,6845	\$ 163,771 \$	163,980 \$	164,188 \$	164,398 \$	154,607 \$	164,816 \$	165,026 \$	165,236 \$	165,446 \$	165,656 \$	165,867 \$	166,078 \$	166,288	3,891,326
Act 345 Pol/Fire	4,9848	\$ 174,270 \$	174,492 \$	174,714 \$	174,936 \$	\$ 651,271	175,382 \$	175,605 \$	175,828 \$	176,052 \$	176,276 \$	176,500 \$	176,724 \$	176,948	\$ 4,140,779
Macomb Veterans	0.0660	\$ 2,307 \$	2,310 \$	2,313 \$	2,316 \$	2,319 \$	2,322 \$	2,325 \$	2,328 \$	2,331 \$	2,334 \$	2,337 \$	2,340 \$	2,343	\$ \$4,825
Huron-Clinton Park	0.2089	\$ 7,303 \$	7,312 \$	7,322 \$	7,331 \$	7,340 \$	7,350 \$	7,359 \$	7,369 \$	7,378 \$	7,387 \$	7,397 \$	7,406 \$	7,415	\$ 173,529
SMART	0.9731	\$ 34,020 \$	34,063 \$	34,106 \$	34,150 \$	34,193 \$	34,237 \$	34,280 \$	34,324 \$	34,368 \$	34,411 \$	34,455 \$	34,499 \$	34,543	\$ 808,336
Local Total	38.9558	\$ 1,361,902 \$	1,363,637 \$	1,365,374 \$	1,367,112 \$	1,358,853 \$	1,370,594 \$	1,372,338 \$	1,374,084 \$	1,375,831 \$	1,377,580 \$	1,379,330 \$	1,381,083 \$	1,382,837	\$ 32,359,847
Von-Capturable Millages	Millage Rate											- 1			
Zoo Authority	5 2600	\$ 3,346 \$	3,350 \$	3,354 \$	3,358 \$	3,363 \$	3,367 \$	3,371 \$	3,376 \$	3,380 \$	3,384 \$	3,389		3,397	\$ 79,496
Art Institute	0.1911	\$ 6,681 \$	\$ 689'9	\$ 869'9	6,706 \$	6,715 \$	6,724 \$	6,732 \$	6,741 \$	6,749 \$	6,758 \$		6,775 \$	6,784	\$ 158,743
School Debt	7,4000	\$ 258,705 \$	259,035 \$	259,365 \$	259,695 \$	260,026 \$	260,357 \$	260,688 \$	261,019 \$	261,351 \$	\$ 689,192	262,016 \$	262,349 \$	262,682	\$ 6,147,040
						- B. S.		The second secon	*			*	4 000		COL TON O

Total Tax increment Revenue [TRI) Available for Capture \$ 2,157,437 \$ 2,170,198 \$ 2,170,198 \$ 2,170,298 \$ 2,170,298 \$ 2,170,298 \$ 2,197,458 \$ 2,197,458 \$ 2,197,458 \$ 2,197,458 \$ 2,197,458 \$ 5,7691,452 Egotnotes:
Assumes new transle value based on proposed build out,
plas 1% around influion horsease theesefter
Assumes milingo rate menium the same
Assumes 12/r PA 198 Abstroment w/out 6 mill SET

Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan March 10, 2022

Command Comm		Developer			School & Local	Local-Only												
State Stat		Reimbursement		Proportionality		Taxes	Total	L				15	imated Capture		37,995,905			
The column The		State		40.2%			\$ 7,341,788		Estim	ated lotal	30	B F	ministrative Fee		1713 869			
The column		TOTAL		59.8%	\$ 18,248,475	\$ 7,540,401	\$ 25,788,876		201		3	81	RF.		6,253,791			
10 10 10 10 10 10 10 10		EGIE			175.000	5	\$ 175,000											
Column C		MSF			\$ 18,073,475		\$ 18,073,475											
Column C			I.				4 1 1	2000		198 Abatment	Poroc	0500	1cuc	2023	2033	Senc	2035	2036
Strain S			-	2022	Į,	7	2025	400 0074	1202	200	400 028	577	216	857	861	139	781	
Strong S	Total State Incremental Revenue		• 6			4	1100 761	1103 6031	1103 0341		1882,5017							
Strong S	State Brownfield Revolving Fund (50% of SET) State TIR Available for Reimbursement					N	394,627	395,132			396,650							
Second S					0 9				N. CONCORDING	NEWSCHOOL SELECTION	7-000 (O) 270-4							
Particle	Total Local Incremental Revenue		٠	•	•	349,579	667,188	668,042	668,897	669,752	670,608	671,466 \$		6/3,182	6/4,042			
Stationary Sta	8RA Administrative Fee (10%) Local TIR Available for Reimbursement					(61,019)	(116,458) 550,731	(116,607)	552,141	552,847	553,554	554,261 \$		555,679	556,388			-
Palicipore Pal	Total State & Local TIR Available				\$	495,328	945,358	946,568	947,778		950,204			953,851	690'556	01(50)	2000	1,834,091
Strate S																		
Stationary Sta	DEVELOPER	"	C 10 340 47E		C 18 348 475	48 475	\$ 17 753 147	16 807 789 5	15.861.222 \$	14.913.443 \$	13.964.453 S	13,014,249 \$	12,062,830 \$	\$ 961'0111	10,156,345 \$	9,201,276 \$	8,244,987 \$	7,287,478
Stranger	DEVELOPER REIMBURSEMent Balance	ı	C1+10+710+ ¢	1	out out of a	200	a continue de la continue de	and in the same						ŀ				
Statistics Sta																		-
State Stat	MSF Non-Environmental Costs	18,073,475			\$ 18,073,475	\$ 18,073,475	\$ 17,582,897 \$	16,646,605 \$	15,709,115 \$	14,770,426 \$	13,830,536 \$	12,889,444 \$	11,947,150 \$	11,003,651 \$	10,058,947 \$	9,113,037 \$	8,165,919 5	7,217,592
State Stat	State Tax Reimbursement						\$ 390,843 \$	391,343 \$	391,844 \$	392,345 \$	392,846 5	393,348 5	393,851 5	394,354 3	534,656 \$	202,202	1	1 126 974
STATION STAT	Local Tax Reimbursement		- 8		2	\$ 782,793	5 545,449	245,147 S	240,640	347,343 3	2 647,046	340,345	14 000 554	200000000000000000000000000000000000000	0 112 027 6	\$ 165 919 5	7 217 592 5	5 401 090
State Stat	Total MSF Reimbursement Balance		\$ 18,073,475		\$ 18,073,475	\$ 17,582,897	\$ 16,646,605	\$ 15,709,115	14,//0,426 >	4 955/058/51	12,889,444	¢ 001/36/11	¢ 160'600'TT	40,050,04	¢ 100'077'6	d'encione	A wood wat	acatracta
State Stat	EGIE Environmental Costs	175,000	175,000		S						133,917		115,681	106,545	2000	\$ 68,239 \$	\$ 890'62	
State Stat	State Tax Reimbursement		*		\$	\$ 1,983							П	3,818			3,833 \$	
Let EGET Reimbursement Balance \$ 7550,401 \$ 7550,001 \$	Local Tax Reimbursement						- 1		- 1	- 1				5,329	1	5,342 \$	5,349 5	10,912
Conv. Conv	Total EGLE Reimbursement Balance														88,239 \$	79,068 \$	\$ 988/69	725
State Stat	4		¢ 7 CAO AO1		- 1	\$ 7540.401	\$ 7.540.401	7.540.401	2 7.540.401 \$	7.540.401 \$	7.540.401 \$	7,540,401 \$	7,540,401 \$	7,540,401 \$	7,540,401 \$	7,540,401 \$	7,540,401 \$	7,540,401
Annual Developer Reimbursement Balance \$ 7,540,401 \$ 7	LOCAL CHINA COSES		TOTAL CONTRACT OF			5	5	5	\$ -	S	\$				•		\$	
Annual Developer Reimbursement	Total Local Only Reimbursement Balance		\$ 7,540,401			\$ 7,540,401	\$ 7,540,401	7,540,401 \$	\$ 7,540,401 \$						7,540,401 \$	-	7,540,401 \$	7,540,401
AL BROWNFIELD REVOLVING FUN S. S	Total Annual Developer Reimbursement				5	4			100							\$ 682'956		1,834,091
Paper Pape	ALL CHARLOUS CHARLES					ı	ı	ı										
Deposits S	LOCAL BROWNFIELD REVOLVING FOR				- 1	4			52				2		a	\$	\$ -	
State 1 at Capture \$ - 5 -	LBRF Deposits *				-	•								1		5 .	Н	
Total Tat Capture Total Tat Capture Total Tat C	State Tax Capture				2 4	2							1		1		-	
Total URRY Capture Total Capture and reimbursees based on proposed build out, The annial increases for inflation thereafter. 2022 is the first Total Capture and reimbursements are shown with year Total Capture and reimbursements Total URRY Capture Total URRY C	Local Tax Capture				2	2										-	-	
activities are relimbused. May be taken from EGLE & Local TIR Footnotes: (1) Assumes transhe value increases based on proposed build out, year style. The control of the	Total LBRF Capture Up to rive years of capture for LBRF Deposit	s arrer engibre									2.		_					
Footnotes: (1) Assumes taxable value increases based on proposed build out, (1) Assumes taxable value increases based on proposed build out, (1) Assumes taxable value increases for inflation thereafter, 2022 is the first year of IF Capture and earlier such the value of value o	activities are reimbursed. May be taken from	EGLE & Local TIR																
(1) Assumes taxable value increases based on proposed build out, plus 5% annual increases based on proposed build out, plus 15% annual increases for inflation thereafter. 2022 is the first year of TIF Capture and reimbursements are shown with year year of TIF Capture and reimbursements are shown with year (2) easy to refliet the cash flow. (3) Assumes 15 Millage the and reimbursement. (3) Assumes 15 Millage the states remember 15 Basement.	Footnotes																	
plus 1% annual increases for inflation thereefter. 2022 is the first year of TIC Epture and einbursements are shown with year delay to reflect true cash flow. (a) Assumes Willelg treat and remin constant. (3) Assumes Willelg the States remain constant.	(1) Assumes taxable value increases based on	proposed build out,																
year of II. Legicus and embursements are shown with year delay to reflect the cash flow. Alsay to reflect the cash flow. (3) Assumes Nather 1988 vious 6 mill SET abatement.	plus 1% annual increases for inflation thereaf	er. 2022 is the first																
(2) Assumes Millag Rates remain constant. (3) Assumes 12vr PA 198 W/out 6 mill ET abatement.	year of III- Capture and reimbursements are a delay to reflect true cash flow.	nown with year																
(3) Assumes 12vr PA 198 W/out 6 mill ET abatement.	(2) Assumes Millage Rates remain constant.																	
	(3) Assumes 12yr PA 198 w/out 6 mill SET aba	tement.																

Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan March 10, 2022

100		30	2037	2038		2039	2040	2041	-	2042	2043	-	2044	2045	2	2046	2047	1	2048	2049	_	2050	TOTAL
Cont. Con. Cont. Cont. Cont. Cont. Cont. Cont. Cont. Cont.			444		-	704		v	0	100			*		,					s	· ·	•	\$ 9,779,308
Stationary Grapher Grapher Grapher Stationary	lotal state incremental kevenue	n 4			-										5		v		(*)	100	S		\$ (1,713,869)
Strategy 1,15,279 1,15,479	State Brownfield Revolving Fund (50% of SE	n 1			_						2 40						·			40	• • •	•	\$ 8,065,439
1189.207 1189.277	State TIR Available for Reimbursement										•	•						8		¥			
Control Cont	Total Local Incremental Revenue	\$ 1,3	54,979	\$ 1,356,70	s	1,358,437		4A	1/1	1,363,637		5	1,367,112	*	*	1,370,594				45	40+	,377,580	\$28,216,597
Statistical Stat	BRA Administrative Fee (10%)	5 (2	115,642)	\$ (215,91	\$	(216,192)		s	w	(136,364)		5 (7)	(136,711	EI) \$ (13)	5 (5885) \$	(137,059)	\$ (13)			S	w	(137,758)	\$ (3,799,591)
S	Local TIR Available for Reimbursement			\$ 1,140,79	45	1,142,245		s	S			\$ 98	1,230,401	\$ 1,23.	\$ 2961	1,233,535	\$ 1,23		1,236,675	*		,239,822	\$24,417,007
S 5665302 S 5666506 S 1777,1464 S	Total State & Local TIR Available	\$ 1.8		\$ 1.838.77	45	1,841,117	\$ 1,843,464				\$ 1,228,83		1,230,401			1,233,535	\$ 1,23		1,236,675			239,822	\$32,482,446
S 5462,230 S 1,264,296 S 2,272,200 S 2,222,200 S 1,264,213 S																							
S 5,633.207 S 3,665.266 S 1,775.164 S S S S S S S S S	DEVELOPER				- 1	- 1												- 1					
State Stat	DEVELOPER Reimbursement Balance	\$ 5,4	153,387	\$ 3,616,9	4 14	-			\$ -		\$	3				•				S			2
Street S					İ									1			1	1	i				
Stationary Sta																							
Strong S	MSF Non-Environmental Costs	\$ 5,4	060,101	\$ 3,582,23		1,761,131			_	_	\$			-	. \$		S	_		s	. 5	1	
St. 1124.411 St.	State Tax Reimbursement	1	-	1	below	668,510		s	- \$			s		s			\$			s	s.	,	\$ 7,271,381
Strong S	Local Tax Reimbursement	\$ 1.1	128,411	\$ 1,129,8	5			s	-		9	_		s		4	\$	\$	4	s		ï	\$10,802,094
Strong S	Total MSF Reimbursement Balance	\$ 3,5	582,270	\$ 1,761,1		1	\$	\$	_	_	\$						s	\$		s,			
1		П		П	1										0			-		v			
Straight	cole environmental costs				00													-	1			100	
S 7,540,401	State Tax Reimbursement	^ 1			0 0			2	Ť			Ť		, 0	1		, ,	t					
imbursement Balance \$ 34,686 \$ 17,023 \$ -	Local Tax Reimbursement	1			-			2	Ť								,	t				0	П
\$ 7540,401 \$ 7540,401 \$ 7540,401 \$ 7550,1356 \$ 6,357,655 \$ 5,131,943 \$ 3,264,670 \$ 2,675,834 \$ 1,445,432 \$ 2,134,65 \$ 5 1,3465	Total EGLE Reimbursement Balance				_		2	٠.			^			2		•	2	-					
höursement Balance \$7,540,401	ocal Only Costs	15 7.5	540.401	\$ 7,540.40	21 5	7,540,401	\$ 7,501,356	5 6,35	\$ 559%	5,131,943	\$ 3,904,6	\$ 02	2,675,834	\$ 1,44	5,432 \$	213,465	55		200				
Annual Developer Reimbursement 8 1,836,430 \$ 7,540,401	The Paris Land Control of the Paris Land Con					30 044	\$ 1143 701	1 5 1 22	5 217 5	1 227 273	\$ 12288	36 5	1,230,401	\$ 1.23	1.967 \$	213.465	ş			s	\$		\$ 7,540,401
Annual Developer Reimbursement \$, 1,836,773 \$ 1,413,701 \$ 1,225,712 \$ 1,222,712 \$ 1,223,636 \$ 1,231,667 \$ 213,465 \$ \$ - \$ - \$ \$ - \$ \$ \$ \$	Total Local Only Reimburgement Balanc	2 5 0				7.501.356		5 5 5.13	1.943 \$	3,904,670	\$ 2,675,8	34 5	1,445,432	\$ 21	3,465 \$		\$	_		\$.1	
AL BROWNFIELD REVOLVING FUN S - S 23,889 5 46,518 5 - S	Total Annual Developer Reimbursement					1,817,228	\$ 1,143,70.	1 \$ 1,22	5,712 \$	1,227,223	\$ 1,228,8	36 5	1,230,401		\$ 1961	213,465	w			<u> </u>	1		
Deposits	LOCAL BROWNFIELD REVOLVING FL	N																- 1			1		
State Tax Capture \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	LBRF Deposits *	s	•	s		23,889		\$ \$. \$	•	\$		*			1,233,535	\$ 1,23	- 1	1,236,67	S	S.	1,239,822	o'
Local Tax Capture \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,235,255 \$ 1,235,240	State Tax Capture	\$		\$	\$	23,889		\$ 8		•		s		ss	,					S			
Total LBRF Capture activities are reimbursed. May be taken from t activities are reimbursed. May be taken from t only. (1) Assumes taxable value increases based on i plus 1% annual increases for inflation thereaft year of TIF Capture and relimbursements are si else taxable value increases for inflation thereaft (2) Assumes taxable value increases for inflation thereaft (3) Assumes 12x PA 198 w/out 6 mill SET abat	Local Tax Capture	s		\$			\$	\$ -			S	-	2		33	1,233,535		5,104	1,236,67	5 5 1,23		1,239,822	
or up to mey years of capture for Lash- Deposit activities are relimbursed. May be taken from f footingles: footingles: flootingles sharmes taxable value increases based on flootingles sharmes taxable value increases for inflation thereaft loss that and relimbursements are si lear of TIF Capture and relimbursements are si (2) Assumes Millage Plates remain constant. (3) Assumes Millage Plates remain constant.	Total LBRF Capture																						
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	(3) Assumes 12yr PA 198 W/out to min act a	ipai																					

Attachment A

Brownfield Plan and Resolution

RESOLUTION APPROVING BROWNFIELD PLAN - NP MOUND ROAD INDUSTRIAL, LLC

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan held on January 25, 2022 at 7 p.m. Eastern Standard Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT:	Councilperson: Green, Kabacinski, Lafferty, Moore, Papandrea,
Rogensues.	<u>Watts</u>
ABSENT:	Councilperson None
	ollowing resolution was offered by Councilperson Moore

The Brownfield Redevelopment Authority (the "Authority") of the City of Warren, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), recommended approval of a Brownfield Redevelopment Plan – Warren Transmission Redevelopment Project; 23500 Mound Road, Parcel Nos. 13-28-300-018, for NP Mound Road Industrial, LLC c/o NorthPoint Development, LLC ("NP"), pursuant to Section 13 of the Act.

NP intends to redevelop the site by abating subsurface contamination, demolishing old structures, constructing new industrial buildings, with associated parking, green space and infrastructure improvements. It is seeking tax increment financing from available local taxes, school operating taxes and state education tax millage for eligible activities up to \$28,693,225.00.

The Warren City Council has, at least ten (10) days before the meeting of the City of Warren City Council at which this resolution has been considered, provided notice of and fully informed all taxing jurisdictions (the Taxing Jurisdictions) which are affected by the Plan, and the City Council has provided

to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the proposed Plan and in accordance with Sections 13 and 14 (1) of the Act.

The City Council of the City of Warren has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan
 Set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- E. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

As a result, of its review of the Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the City Council of the City of Warren desires to proceed with approval of the Plan.

THEREFORE, IT IS RESOLVED that:

- 1. Plan Approved. Pursuant to the authority of the City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, in the form of the attached Plan, including corresponding exhibits of record, and in accordance with and subject to a Development and Reimbursement Agreement to be approved by the City of Warren Brownfield Redevelopment Authority, in such form consistent with the Plan and which meets with the satisfaction of the City Attorney.
- 2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
- Repeals. All resolutions or parts of resolutions in conflict with

any of the provisions of this Resolution are repealed.

AYES: Councilperson Moore, Lafferty, Watts, Papandrea, Green
NAYS: Councilperson Rogensues, Kabacinski
RESOLUTION DECLARED ADOPTED THIS 25th day of January, 2022.
Mindy Moore
Mindy Moore MINDY MOORE
Secretary of the Council
CERTIFICATION
STATE OF MICHIGAN)
)SS. COUNTY OF MACOMB)
I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb
County, Michigan, certify that the foregoing is a correct copy of the resolution
adopted by the Warren City Council at its meeting held on January, 25, 2022.
5- Buge
SONJA BUFFA
City Clerk

Atty/MM//Brownfield Plan Resolution to Council- NP

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD REDEVELOPMENT PLAN WARREN TRANSMISSION REDEVELOPMENT PROJECT 23500 Mound Road

NP MOUND ROAD INDUSTRIAL, LLC
c/o NorthPoint Development, LLC
Attn: Christina Hubacek
Email: chubacek@northpointkc.com
4825 NW 41st Street, Suite 500
Riverside, MO 64150

December 17, 2021

Prepared by:

Jared T. Belka
Warner Norcross + Judd LLP
150 Ottawa Ave NW, Suite 1500
Grand Rapids, Michigan 49503
(616) 752-2447
jbelka@wnj.com

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN FOR THE NP MOUND ROAD INDUSTRIAL, LLC WARREN TRANSMISSION PLANT REDEVELOPMENT PROJECT

December 17, 2021

I. PROJECT SUMMARY

The proposed project involves the redevelopment of the former General Motors Warren Transmission Plant located at 23500 Mound Road (the "Property") into approximately 1.4 million square feet of industrial space that will house multiple tenants (the "Project") by NP Mound Road Industrial, LLC (the "Developer"). The Project will include site improvements associated with parking, green space and storm water management. The Property encompasses approximately 117 acres.

The Project will include department specific activities, demolition, lead and asbestos abatement, site preparation, and infrastructure improvements. Demolition will begin in the fall of 2021 with construction beginning in fall 2022 and is estimated to be completed within approximately thirty-six (36) months. The Project's tenants are expected to create approximately 600+ full-time employees with average wages of approximately \$15/hr. Total capital investment in the Project is estimated to be approximately \$180+ million.

II. BASIS OF ELIGIBILITY

Subsurface investigation results of the Property identified various contaminants in the soil and groundwater at concentrations exceeding the EGLE Part 201 Generic Residential Cleanup Criteria ("GRCC") and EGLE VIAP screening levels. Therefore, the Property is considered an "eligible property" as defined in Act 381 of 1996, as amended, because the Property is classified as a "facility" under Part 201 of the Natural Resources and Environmental Protection Act, Act 451 P.A. 1994, as amended ("NREPA"). See <u>Figure 3</u> for a summary of contamination.

The Property consists of one parcel of property located at 23500 Mound Road (Tax Parcel No. 12-13-28-300-018 (includes current IDD parcel 12-98-72-011-190). See <u>Figure 1&2</u> for legal description, parcel size, and maps of the Property.

III. REQUIRED ELEMENTS OF A BROWNFIELD PLAN

1. A description of costs intended to be paid for with the tax increment revenues. (MCLA 125.2663(2)(a))

The Developer will seek tax increment financing ("TIF") from available local taxes, school operating taxes and state education tax millage for eligible activities at the Property, including department specific activities, demolition, lead and asbestos abatement, infrastructure improvements, brownfield/work plan preparation and development, and a 15% contingency totaling \$28,693,225.

Table 1 and 1a below presents estimated costs of the eligible activities for this Project that qualify for reimbursement from tax increment financing. Totals listed in the tables below may be allocated amongst the different categories without requiring an amendment to the Plan, subject to the maximum outlined in the Plan.

Table 1 – EGLE Eligible Activities	
Task	Cost Estimate
1. Department Specific Activities	
- Site Investigations, Phase I, II and BEA	\$ 175,000
- Vapor Mitigation Systems	\$ 5,690,000
- Pond Liners	\$450,000
- Contaminated Soil Management	\$250,000
- Contaminated Groundwater and Storm Water Management	\$250,000
- Gasketing	\$750,000
- Surface Barrier Installation	\$1,150,000
- Oversight/Sampling	\$500,000
Sub-total	\$ 9,215,000
2. Contingency (15%)	\$ 1,382,250
3. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$ 22,500
TOTAL	\$ 10,619,750

Table 1a – MSF Eligible Act	ivities
Task	Cost Estimate
1. Lead & Asbestos Abatement	\$ 3,153,500
2. Demolition	\$ 9,368,000
3. Site Preparation	
- Geotechnical Engineering	\$ 65,000
- Mass Grading/Land Balancing	\$ 585,000
- Erosion Control	\$ 50,000
- Dewatering	\$ 25,000
- Sheeting and Shoring	\$ 30,000

Table 1a – MSF Eligible Activities	
Task	Cost Estimate
- Temporary Traffic Control	\$ 10,000
- Temporary Site Control	\$ 15,000
- Excavation for Unstable Material	\$ 125,000
- Backfill & Compaction	\$ 60,000
- Special Foundations	\$ 250,000
- Utility Relocation	\$ 100,000
Site Preparation Total	\$ 1,315,000
4. Infrastructure Improvements	
- Street and Road Repair	\$ 225,000
- Striping	\$ 15,000
- Paving	\$ 225,000
- Curb and Gutter	\$ 70,000
- Utility Improvements	\$ 600,000
- Traffic Lane Improvements	\$ 475,000
- Signage and Landscaping	\$ 250,000
Infrastructure Improvements Total	\$ 1,860,000
Sub-total	\$ 15,696,500
5. Contingency (15%)	\$ 2,354,475
6. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$ 22,500
TOTAL	\$ 18,073,475

2. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

"Eligible activities" are defined in the Act as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Warren, the Act includes the following additional activities under the definition of "eligible activities": (A) infrastructure improvements that directly benefit eligible property; and (B) site preparation that is not a response activity under Part 201 of NREPA.

The cost of eligible activities are estimated in Table 1 above and include the following:

- 1. Department Specific Activities. Phase I and II Environmental Site Assessments and a Baseline Environmental Assessment will be completed on behalf of Developer. Additional site investigations and due care activities will be conducted, including vapor mitigation systems, chemical resistant storm water pond liners, contaminated soil management, contaminated groundwater and storm water treatment and management, chemical-resistant utility piping and gasketing, surface barrier installation, and oversight will be completed during the construction process.
- 2. <u>Lead and Asbestos Abatement</u>. Due to the age of the buildings, it is expected that lead and asbestos materials may be encountered during the demolition process. Therefore, the proposed abatement costs will include proper assessment, removal and disposal of any materials encountered during the rehabilitation process. The cost includes the cost of the initial survey to determine the presence of materials required for abatement.
- 3. <u>Demolition</u>. The Property contains existing buildings with a total of approximately 2.1 million square feet, foundations, site improvements, utilities, etc. that will need to be demolished and removed from the site to prepare it for construction.
- 4. <u>Site Preparation.</u> Site preparation activities include mass grading and land balancing, dewatering, sheeting and shoring, staking, temporary erosion control, temporary traffic control, temporary site control, excavation for unstable material, fill material, compaction & sub-base, special foundations, geotechnical engineering, and utility relocation.
- 5. <u>Infrastructure Improvements</u>. Infrastructure improvements include street and road repair, striping, paving, curb and gutter, utility improvements, traffic lane improvements, signage and landscaping improvements in the public right of way.
- 6. <u>Contingency</u>. A 15% contingency factor is included to accommodate unexpected conditions during the course of the Project.
- 7. <u>Brownfield Plan/Work Plan Preparation, Development and Implementation.</u>
 Costs incurred to prepare and develop this brownfield plan and proposed work plan, as required per Act 381 of 1996, as amended.
- 3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))

An estimate of real property tax capture for tax increment financing is attached as Table 2. The Plan assumes a 12yr PA 198 for the tenants and the impact is outlined in Table 2.

4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

The cost of the eligible activities included in the Plan will initially be paid for by Developer and they will seek reimbursement through available tax increment revenue during the term of the Plan.

5. The maximum amount of the note or bonded indebted indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))

No bonds or notes will be issued by the Authority for the Project.

6. The duration of the Plan, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local brownfield revolving fund or (2) 30 years. (MCLA 125.2663(2)(f)).

The duration of the Plan for the Project is estimated to be 30 years. It is estimated that redevelopment of the Property will be completed within thirty-six (36) months and that it will take up to 23 years of available capture to reimburse the eligible activities costs through tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. Therefore, the first year of tax increment capture will be 2022 (to the extent capture is available – current projections assume 1st year of capture is 2023 with 2024 reimbursement) and the Plan will remain in place until the Developer is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

7. An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Table 2.

- 8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCLA 125.2663(2)(h))
 - a. See legal description and site map in Figure 1.
 - b. The Property is a "facility". See the summary of contamination in <u>Figure</u> 3 for documentation of the Property's "facility" status.
 - c. <u>Characteristics of Property</u>: The Property opened in 1941 as a Navy ordnance plant operated by the Hudson Motor Car Co. Manufacturing operations

continued over the years as the GM Warren Transmission Plant until it closed in 2019. The facility reopened temporarily over the last year in order to manufacture facemasks during the COVID-19 pandemic.

- d. Personal property: New personal property added to the Property is included as part of the "eligible property" to the extent that it is taxable.
- 9. An estimate of the number of persons residing on each eligible property to which the Plan applies and the number of families or individuals to be displaced, if any. (MCL 125.2663(2)(i))

There are no persons currently residing on this Property and, therefore, no families or individuals will be displaced.

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

This section is inapplicable to this site as there are no persons residing on this Property.

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

This section is inapplicable to this site as there are no persons residing on this Property.

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

This section is inapplicable to this site as there are no persons residing on this Property.

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

The community will benefit from the redevelopment and reactivation of the Property that will bring increased property taxes and job opportunities for area residents. The Project represents a significant investment in the City of Warren.

Figure 1

Property Description

Property Address: 23500 Mound Road, Warren, MI 48091

Tax Parcel No.: 12-13-28-300-018 (includes current IDD parcel 12-98-72-011-190)

Legal Description: T1N, R12E, SEC 28; COMM AT SW 1/4 COR SEC 28; TH N89*36'30"E

102.0 FT; TH N 60.0 FT TO POB; TH N 2591.73 FT; TH N00*14'E 19.63 FT; TH S62*28'E 45.22 FT; TH S89*50'52"E 499.55 FT; TH N73*45'E 32.22 FT; TH N00*14'E 570.23 FT; TH S89*50'E 1199.91 FT; TH S00*11'E 3152.82 FT; TH S89*36'30"W 1783.39 FT TO POB; EXC. LOTS 12,13 & 14 OF A.P. NO 8 IN CITY OF CENTERLINE; 116.856

AC

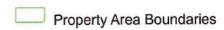
Figure 2

Eligible Property Map



ArcGIS Web Map





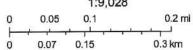


Figure 3
Summary of Contamination

Summary of Soil Analytical Results (1992)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
		7.0		GSIP: cadmium, chromium
SB1		9,0	1	GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
SB2		7.0	_	GSIP: cadmium, chromium
	ļ	11.0	_	GSIP: cadmium, chromium
		9.0	1	GSIP: cadmium, chromium
SB3	İ	13.0	4	GSIP: cadmium, chromium
	ļ	25.0	<u> </u>	GSIP: cadmium
	1	13.0	1	GSIP: cadmium, chromium
SB4		17.0	4	GSIP: cadmium, chromium
<i></i>		25.0		DWP (R/NR): chromium
			4	GSIP: cadmium, chromium
		7.0	4	GSIP: cadmium, chromium
SB5		19.0	4	GSIP: cadmium, chromium
		25.0		DWP (R/NR): chromium GSIP : cadmium, chromium
	4		-{	DWP (R/NR): chromium
		11.0	1	GSIP: cadmium, chromium
			4	DWP (R/NR): chromium
SB6		13.0		GSIP: cadmium, chromium
			4	DWP (R/NR): cadmium
		25.0	BTEX, PNAs,	GSIP: chromium
	-		PCBs,	DWP (R/NR): chromium
	1-6-1992	9.0	cadmium,	GSIP: cadmium, chromium
SB7	ļ.	11.0	chromium,	GSIP: cadmium, chromium
307		_	and lead	DWP (R/NR): chromium
		25.0		GSIP: cadmium, chromium
	1	7.0		GSIP: cadmium, chromium
		11.0	1	GSIP: cadmium, chromium
SB8			1	DWP (R/NR): chromium
		25.0		GSIP: cadmium, chromium
	1	10.0	1	GSIP: cadmium
		11.5	-	GSIP: cadmium
SB9			1	GSIP: naphthalene, cadmium, chromium
		13.0		VIAP (R/NR): naphthalene
	1	5.5	1	GSIP: cadmium, chromium
SB10		7.0	1	GSIP: cadmium, chromium
5510	1	25.0	1	GSIP: cadmium
	1		1	DWP (R/NR): chromium
\$B11		13.0		GSIP: cadmium, chromium
	1	7.0	1	GSIP: cadmium, chromium
SB12		10.0	7	GSIP: cadmium, chromium
· -		25.0	1	GSIP: cadmium, chromium
	1	11.0	1	GSIP: cadmium
SB13		25.0	1	GSIP: cadmium
SB14	1	11.0	1	GSIP: cadmium

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
		15.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
SB18	10-23-1992	7.0-9.0		DWP (R/NR): ethylbenzene GSIP: ethylbenzene DC (R): aroclor 1260 (PCB) TSCA Subpart D (R): aoclor 1260 (PCB) VIAP (R/NR): ethylbenzene
SB20		5.0-7.0]	GSIP: cadmium
3020		7.0-9.0		GSIP: cadmium
\$B21	1	4.0-6.0		GSIP: cadmium
SB22	12-31-1992	3.0-5.0		DWP (R/NR): chromium GSIP: cadmium, chromium,
SB23	1	2.0-4.0	1	GSIP: xylenes, cadmium
SB24	1	3.0-5.0 9.0-11.0		GSIP: cadmium GSIP: cadmium

R: Residential

GSIP: Groundwater Surface Water Interface Protection DWP:

VIAP: Volatilization to Indoor Air Pathway

TSCA: Toxic Substances Control Act

NR: Nonresidential Drinking Water Protection

OC: Direct Contact

BTEX: benzene, toluene, ethylbenzene, xylenes

Summary of Soil Analytical Results (2005-2006)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
•		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-1		18.0-20.0		DWP (R/NR): TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE DC (R): TCE Csat: TCE VIAP (R/NR): TCE
	3-17-2005	24.0-26.0	cis-1,2-DCE, trans-1,2-DCE, TCE, VC	DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE DWP (R/NR): TCE SVII (R/NR): TCE
		8.0-10.0		VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-2		14.0-16.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		20.0-22.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE

Sample Location	Date of Sample	Sample Depth	Analysis	Compounds Exceeding the Parts 201/213
				Cleanup Criteria/RBSLs and Screening
Досистоп	Collection	(feet bgs)		Levels
GP-2 (duplicate)		14.0-16.0 2.0-4.0 10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: TCE
				SVII (R/NR): TCE VSI (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE
	1			DWP (R/NR): TCE
GP-3				VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): cis-1,2-DCE, TCE, VC
				GSIP: cis-1,2-DCE
				SVII (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
				DWP (R/NR): cis-11,-DCE, TCE, VC
				GSIP: cis-1,2-DCE, TCE
				SVII (R/NR): TCE
	1			VSI (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-4		2.0-4.0		DWP (R/NR): TCE
		2.0-4.0		VIAP (R/NR): cis-1,2-DCE, TCE
		8.0-10.0		DWP (R/NR): VC
		0.0-10.0		VIAP (R/NR): cis-1,2-DCE, VC
		12,0-14.0		DWP (R/NR): cis-1,2-DCE, TCE
	1			GSIP: TCE
				SVII (R/NR): TCE VSI (R/NR): TCE
	3-18-2005			VIAP (R/NR): cis-1,2-DCE, TCE
<u> </u>				DWP (R/NR): VC
GP-5		10-0-12.0		VIAP (R/NR): cis-1,2-DCE, VC
···				DWP (R/NR): cis-1,2-DCE, TCE
		12.0-14.0		GSIP: cis-1,2-DCE
				SVII (R): cis-1,2-DCE
				SVII (R/NR): TCE
GP-6				VIAP (R/NR): cis-1,2-DCE, TCE
		14.0-16.0		DWP (R/NR): cis-1,2-DCE, VC
				GSIP: VC
				VIAP (R/NR): cis-1,2-DCE, VC
GP-7		8.0-10.0		DWP (R/NR): TCE, VC
				SVII (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC
				SVII (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
	i			DWP (R/NR): cis-1,2-DCE, VC
		18.0-20.0		GSIP: VC SVII (R): VC
				VIAP (R/NR); cis-1,2-DCE, TCE, VC
GP-8	4-18-2005	 		DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: TCE
		10.0-12.0		SVII (R/NR): TCE
		10.0-12.0		VSI (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE
		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: TCE
				SVII (R/NR): TCE
			1	VSI (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE

		0		Compounds Exceeding the Parts 201/213
Sample	Date of	Sample Depth	Analysis	Cleanup Criteria/RBSLs and Screening
Location	Sample Collection	(feet bgs)	Ацајума	Levels
	Соцесион	(leet ugs)		DWP (R/NR): cis-1,2-DCE, TCE
	1			GSIP: TCE
GP-2		1 110 1/0		SVII (R/NR): TCE
(duplicate)		14.0-16.0		
(-	[VSI (R/NR): TCE
	4			VIAP (R/NR): cis-1,2-DCE, TCE
		2.0-4.0		DWP (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): cis-1,2-DCE, TCE, VC
		10.0-12.0		GSIP: cis-1,2-DCE
]	10.0 12.0		SVII (R): TCE
GP-3				VIAP (R/NR): cis-1,2-DCE, TCE, VC
		1		DWP (R/NR): cis-11,-DCE, TCE, VC
		1		GSIP: cis-1,2-DCE, TCE
		12.0-14.0		SVII (R/NR): TCE
	l	1		VSI (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
		2.0-4.0		DWP (R/NR): TCE
		4.0-4.0		VIAP (R/NR): cis-1,2-DCE, TCE
	ļ	8.0-10.0		DWP (R/NR): VC
	1	\$.0-10.0		VIAP (R/NR): cis-1,2-DCE, VC
GP-4				DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: TCE
		12.0-14.0		SVII (R/NR): TCE
				VSI (R/NR): TCE
] !		VIAP (R/NR): cis-1,2-DCE, TCE
	3-18-2005	10.0.12.0		DWP (R/NR): VC
GP-5		10-0-12.0		VIAP (R/NR): cis-1,2-DCE, VC
 .	1			DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: cis-1,2-DCE
	1	12.0-14.0		SVII (R): cis-1,2-DCE
				SVII (R/NR): TCE
GP-6				VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): cis-1,2-DCE, VC
		14.0-16.0		GSIP: VC
				VIAP (R/NR): cis-1,2-DCE, VC
	· · · · · · · · · · · · · · · · · · ·	 		DWP (R/NR): TCE, VC
		8.0-10.0		SVII (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
				DWP (R/NR): cis-1,2-DCE, TCE, VC
		12.0-14.0		SVII (R): TCE
GP-7				VIAP (R/NR): cis-1,2-DCE, TCE, VC
				DWP (R/NR): cis-1,2-DCE, VC
				GSIP: VC
		18.0-20.0		SVII (R): VC
	1]		VIAP (R/NR): cis-1,2-DCE, TCE, VC
	4-18-2005			DWP (R/NR): cis-1,2-DCE, TCE
				GSIP: TCE
	1	10.0-12.0		SVII (R/NR): TCE
	1	10.0-12.0		VSI (R/NR): TCE
	1	j		VIAP (R/NR): cis-1,2-DCE, TCE
GP-8]			DWP (R/NR): cis-1,2-DCE, TCE
	1			GSIP: TCE
		12.0-14.0		SVII (R/NR): TCE
		12.0-14.0		VSI (R/NR): TCE
]		VIAP (R/NR): cis-1,2-DCE, TCE
				1 1A1 (101119) VIS-1,2-DOL, TOL

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
GP20-06		10.0-12.5		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP22-06		10.0-12.5		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE, VC
GP23-06	1-27-2006	12.5-15.0		VIAP (R/NR): cis-1,2-DCE
GP26-06		12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP26-06 (duplicate)	1-28-2006	12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP30-06	l	5.0-7.5		DWP (R/NR): TCE VIAP (R/NR): TCE

R: Residential

Groundwater Surface Water Interface Protection DWP:

GSIP: Seil Volatilization to Indoor Air Inhalation SVII:

Volatilization to Indoor Air Pathway VIAP:

Direct Contact DC: TCE: Trichloroethylene

NR: Nonresidential **Drinking Water Protection**

Ambient Air Volatile Soil Inhalation VSI:

Csat: Soil Saturation Concentration

DCE: Dichloroethylene Vinyl chloride VC:

Summary of Soil Gas Analytical Results (2006-2009)

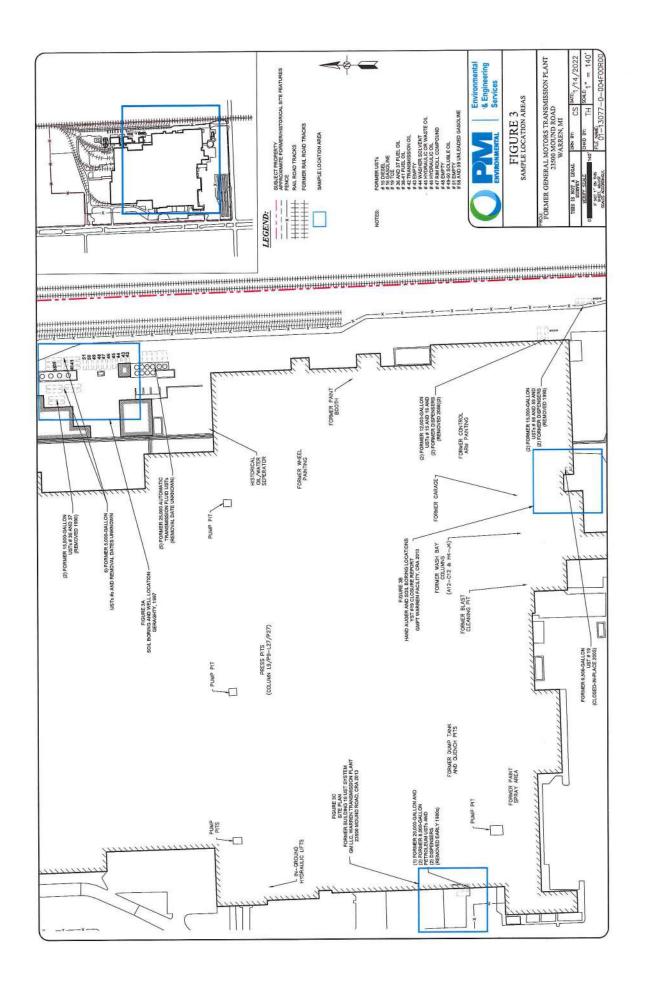
Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Screening Levels
VP-1S	10-17-2006 1-27-2009	0.5-1.0	•	VIAP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
VP-1D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-ID	1-27-2009	4,5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
VP-2S	7-13-2006 10-17 - 2006	0.5-1.0		VIAP (R/NR): benzene, cis-1,2-DCE, PCE, TCE
	7-13-2006			VIAP (R/NR): cis-1,2-DCE, TCE
VP-2D	10-17-2006	4,5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
VP-3S	10-17-2006	0.5-1.0	VOCs	VIAP (R/NR): cis-1,2-DCE, TCE
VP-3D	10-17-2006 1-27-2009	4.5-5.0	V O C 8	VIAP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
VP-4S	10-17-2006 1-27-2009	0.5-1.0		VIAP (R/NR): chloroform, cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
VP-4D	10-17-2006	4,5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-5D	11-1-2006	0.5-1.0		VIAP (R/NR): TCE
VP-8D	7-10-2008	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
MW-1	7-10-2008 1-27-2009	6.0-16.0		VIAP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE

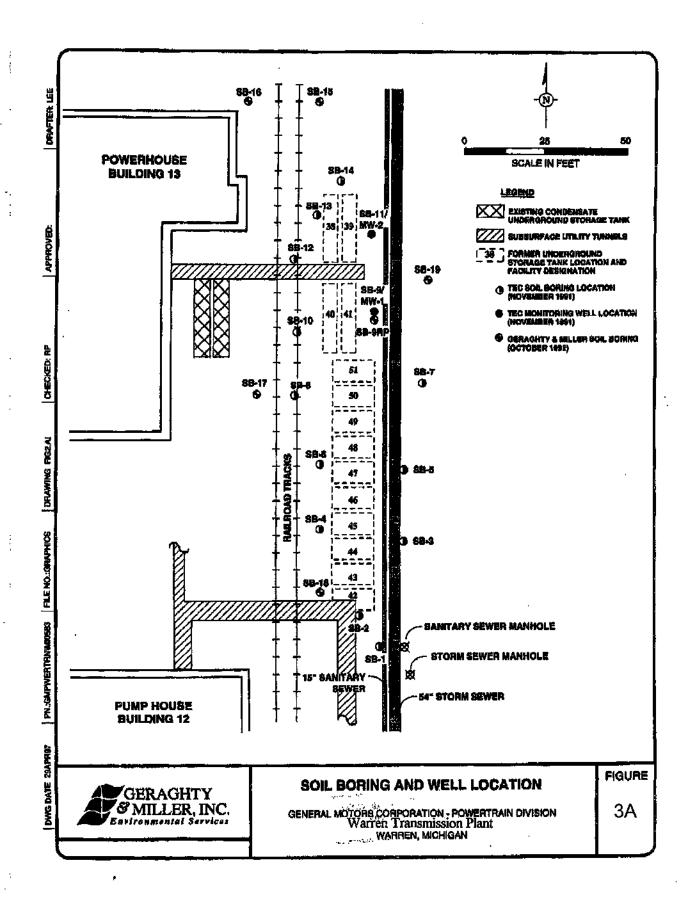
R: Residential

Volatilization to Indoor Air Pathway VIAP:

TCE: Trichloroethylene NR: Nonresidential DCE:

dichloroethylene
PCE: Tetrachloroethylene





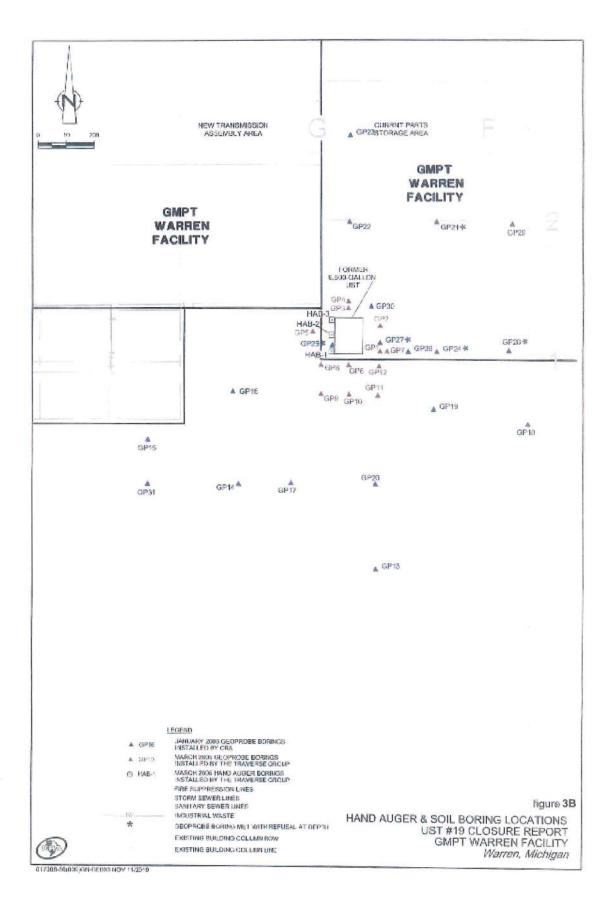




Table 2

TIF Table

Tax Intrement Revenue Capture Estimates for Former Warren Transmission Plant.
Warren, Michigan
December 17, 2021

Pain Year 1	2,0023	2023 \$ 9,877,543 \$ \$ 27,525,000 \$ \$ 17,947,657 \$	1000	2025	2026	7 2027		6	10	11	12	13	14	15	16	17	10	
Collector Very 2001	9,577,543	acte sterios.			2026													13
Bate Tanoble Value \$ 9,577,543	9,577,543	or street,						5029	Marin and	23 1 2 2 2 2 2 2 2 2 2		2033 2	2034 2	5035	2036	2037	2038	2039
Estimated New TV \$ 9,527,543	9,577,543	er co.	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	w	1/1	8	s	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543
Incremental Difference (New TV - Base TV) \$			43,831,148 \$	43,874,979 \$ 4	43,918,854 \$	43,962,773 \$	44,006,736 \$	44,050,742 \$	44,094,793 \$	- 1	44,183,027 \$ 4	_ [_ 1	10	so.	os.		44,493,237
School Total 23.000 \$ - 1			17,947,457 \$ 34,253,605 \$ 34,297,436	w	34,341,311 \$	34,385,230 \$ 1	34,429,193 \$	34,473,199 \$	34,517,250 \$	34,561,345 \$ 3	34,605,484 \$ 3	34,649,567 \$ 3	34,693,894 \$ 3	34,738,165 \$ 3	34,782,481 \$	34,826,841 \$	34,871,246 \$	34,915,694
School Total 23,0415 S													- 1		- 1	- 1		
### \$4000 Total 23.0415 \$ - 1.000		\$ 107,685 \$	205,522 \$	205,785 \$	205,048 \$	206,911 \$	206,575 \$	206,839 \$	207,104 \$	207,368 \$	207,633 \$	207,898 \$	208,163 \$	208,429 \$	208,695 \$	- 1		209,494
School Total 28.0415 \$ - Millings Rate 8.6557 \$ - ent 20.040 \$ - 0.0315 \$ - 0.0315 \$ - 0.0315 \$ - 0.0315 \$ -		\$ 152,926 \$	\$ 931,866 \$	292,240 \$	292,614 \$	292,988 \$	293,363 \$	293,738 \$	294,113 \$	294,489 \$	294,365 \$		295,618 \$	591,990 \$	- 1			595,016
Millings base 8 6852 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		\$ 260,611 \$	497,388 \$	498,024 \$	498,662 \$	499,299 \$	499,938 \$	\$ 772,002	501,216 \$	\$ 128,102	502,498 \$	\$ 657,505	503,781 \$	800,419 \$	801,441 \$	802,463 \$	803,486 \$	804,510
8.4592 \$ 2.0349 \$ 0.2815 \$ 1.0710 \$												- 1					- 1	
2,0349 \$ 0,2815 \$ 1,0710 \$ \$ 2,0710		\$ 115,911 \$	144,879 \$	145,064 \$	145,250 \$	145,436 \$	145,622 \$	145,808 \$	145,994 \$	146,181 \$	146,367 \$	146,554 \$	146,741 \$	293,857 \$	294,232 \$	294,607 \$	294,983 \$	295,359
1.0710 \$		\$ 18,261 \$	34,851 \$	34,896 \$	34,941 \$	34,985 \$	35,030 \$	35,075 \$	35,120 \$	35,164 \$	35,209 \$	35,254 \$	35,299 \$	70,689 \$	- 1		\$ 656'02	71,050
1,0710 \$		\$ 2,526 \$	4,821 \$	4,827 \$	4,834 \$	4,840 \$	4,846 \$	4,852 \$	4,858 \$	4,865 \$	4,871 \$	4,877 \$	4,883 \$	9,779 \$	9,791 \$	\$ 908'6	9,816 \$	9,829
2 0102		\$ 119'6 \$	18,343 \$	18,356 \$	18,390 \$	18,413 \$	18,437 \$	18,460 \$	18,484 \$	18,508 \$	18,531 \$	18,555 \$	18,579 \$	37,205 \$	- 1	37,300 \$	37,347 \$	37,395
		\$ 25,300 \$	48,286 \$	48,347 \$	48,409 \$	48,471 \$	48,533 \$	48,595 \$	48,657 \$	48,719 \$	48,782 \$	48,844 \$	48,906 \$	97,937 \$	- 1	98,187 \$	98,313 \$	98,438
Police Operating 5 + \$		\$ 8,469 \$	16,164 \$	16,185 \$	16,205 \$	16,226 \$	16,247 \$	16,268 \$	16,289 \$	16,309 \$	16,330 \$	16,351 \$	16,372 \$	32,786 \$	- 1	32,870 \$	32,911 \$	32,953
Fire Operating 0.9438 \$ - \$		\$ 694'8 \$	16,164 \$	16,185 \$	16,205 \$	16,226 \$	16,247 \$	16,268 \$	16,289 \$	16,309 \$	16,330 \$	16,351 \$	16,372 \$	32,786 \$	32,828 \$	32,870 \$	32,911 \$	32,953
Police & Fire Operating 4,7487 \$ - \$		\$ 42,614 \$	81,330 \$	81,434 \$	81,538 \$	81,643 \$	81,747 \$	81,851 \$	81,956 \$	82,061 \$	82,166 \$	82,270 \$	82,375 \$	164,961 \$	165,172 \$		165,593 \$	165,804
		\$ 8,431 \$			16,132 \$	16,152 \$	16,173 \$	16,194 \$	16,214 \$	16,235 \$	16,256 \$	16,277 \$	16,297 \$	32,637 \$	32,678 \$	32,720 \$	32,762 \$	32,803
Macomb County Operating 43721 5 - \$		\$ 39,234 \$	74,880 \$	74,976 \$	75,072 \$	75,168 \$	75,264 \$	75,360 \$	75,456 \$	75,553 \$	75,649 \$	75,746 \$	75,843 \$	151,879 \$	152,072 \$	152,266 \$	152,461 \$	152,655
MCC Operating 1.4247 5 - 5		\$ 12,785 \$	24,401 \$	24,432 \$	24,463 \$	24,494 \$	24,526 \$	24,557 \$	24,588 \$	24,620 \$	24,651 \$	24,683 \$	24,714 \$	49,491 \$	49,555 \$	49,618 \$	49,681 \$	49,744
MACINI Sch Dist 4 6845 S - S		\$ 42,037 \$	80,231 \$	80,333 \$	80,436 \$	\$ 655,08	80,642 \$	80,745 \$	80,848 \$	80,951 \$	\$ 550,18	81,158 \$	81,262 \$	162,731 \$	162,939 \$	163,146 \$	163,354 \$	163,563
Act 345 Pol/Fire \$ 4.9848 \$ - \$		\$ 44,732 \$	85,374 \$	85,483 \$	85,592 \$	85,702 \$	85,811 \$	85,921 \$	86,031 \$	86,141 \$	86,251 \$	86,361 \$	86,471 \$	173,163 \$	173,384 \$	173,605 \$	173,826 \$	174,048
Macomb Veterans 0.0660 S - S		\$ 565 \$	1,130 \$	1,132 \$	1,133 \$	1,135 \$	1,136 \$	1,138 \$	1,139 \$	1,141 \$	1,142 \$	1,143 \$	1,145 \$	2,293 \$	2,296 \$	2,299 \$	2,302 \$	2,304
Huron-Clinton Park 6.2089 \$ - \$,	\$ 1,875 \$	3,578 \$	3,582 \$	3,587 \$	3,592 \$	3,596 \$	3,601. \$	3,605 \$	3,610 \$	3,615 \$	3,619 \$	3,624 \$	7,257 \$	7,266 \$	7,275 \$	7,285 \$	7,294
SMART 6.9731 \$ - \$		\$ 8,732 \$	\$ 999'91	16,687 \$	16,709 \$	16,730 \$	16,752 \$	16,773 \$	16,794 \$	16,816 \$	16,837 \$	16,859 \$	16,880 \$	33,804 \$	33,847 \$	33,890 \$	33,933 \$	33,976
Local Total 38,9558 \$ - \$		\$ 349,579 \$	667,188 \$	668,042 \$	\$ 268,899	669,752 \$	\$ 809'049	671,466 \$	672,324 \$	673,182 \$	674,042 \$	674,903 \$	675,764 \$	1,353,253 \$	1,354,979 \$	1,356,707 \$	1,358,437 \$	1,360,169
The second secon																		
Minde		-						9 037 1	9 553 6	3 654 6	3 929 4	1 658 \$	1 660 \$	3 928 5	3 828 8	3.333 \$	3.337 \$	3,341
See Authority 2 5 5 5		2 889 5	0.010	1,041 9	2 200 6	0 2000	3 300 6	3 304 6	3 208 5			3.311 \$		6.638 \$	6.647 \$		6,664 \$	6,672
Art institute		1	ľ		137.063 \$	127 225 6	177 388 5		127.714 \$		128.040 \$	128.204 \$	128,367 \$	257,062 \$	257,390 \$	\$ 617,725	258,047 \$	258,376
fortal Mon-Contumble Taxes 7.6868 5		\$ 68.979 \$		1	131,987 \$	132,156 \$	132,325 \$	132,494 \$	132,664 \$	132,833 \$	133,003 \$	133,173 \$	133,343 \$	267,025 \$	\$ 996,785	\$ 707,732	268,048 \$	268,390
	_																	
														200	77	***************************************	Comment Sections	2000

Foatsoites.
Assumes new transle value based on proposed build out
plus 5% annual inflation increases thereafter
Assumes millage rate remains the same
Assumes 12/r PA 139 Abatement w/lout 6 mill SET

or Increment Revenue Capture Estimates for Former Warren Transmission Plant Warren, Michigan Warren, Michigan Phant Davis 2015

	Plan Year	20	11	22	23	77	25	25	77	82	52	30	15	32	TOTAL
	Calendar Year	r 2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2022	
	Base Taxable Value	\$ 5,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543 \$	9,577,543
	VT was New TV	V \$ 44,537,731 \$	44,582,268 \$	44,626,851 \$	44,671,478 \$	44,716,149 \$	44,760,865 \$	44,805,626 \$	44,850,432 \$	44,895,282 \$	44,940,177 \$	44,985,118 \$	45,030,103 \$	45,075,133 \$	45,075,133
£	Incremental Difference (New TV - Base TV	TV) \$ 34,960,188 \$	35,004,725 \$	\$ 806,690,28	\$ 556,590,25	\$ 909'881'58	35,183,322 \$	35,228,083 \$	35,272,889 \$	35,317,739 \$	35,362,634 \$	35,407,575 \$	35,452,560 \$	35,497,590 \$	35,497,590
School Capture	Milage Rate									- 1	- 1				
State Education Tax (SET)	0000'9	\$ 209,761 \$	210,028 \$	210,296 \$	210,564 \$	210,832 \$	211,100 \$	211,358 \$	211,637 \$	211,906 \$	212,176 \$	212,445 \$	212,715 \$	212,986 \$	6,175,552
School Operating Tax	17,0415	\$ 595,774 \$	\$ 586,533 \$	\$97,293 \$	598,053 \$	\$ \$18,815 \$	\$ 772,882	\$ 660,339 \$	601,103 \$	\$ 738,103	602,632 \$	603,398 \$	804,165 \$	604,932 \$	14,156,052
School Total		\$ 585,235 \$	\$ 195,561 \$	\$ 685,788	808,617 \$	\$09,646 \$	\$ 779,018	\$ 801,708 \$	812,740 \$	\$ 477,818	814,808 \$	815,844 \$	816,880 \$	\$ 812,718	20,331,604
ocal Capture	Milage Rate							2007	100000000000000000000000000000000000000	п	- Contraction	* *********	1		
Warren Operating	8,4592	\$ 295,735 \$	296,112 \$	296,489 \$	296,867 \$	297,244 \$	297,623 \$	298,001 \$	298,380 \$	258,760 \$	299,140 \$	299,520 \$	- 1	500,281 5	7,025,835
City Road Improvement	2.0349	\$ 71,140 \$	71,231 \$	71,322 \$	71,413 \$	71,504 \$	71,595 \$	71,686 \$	2,777 \$	71,868 \$	71,959 \$	72,051 \$	72,142 \$	72,234 \$	1,690,353
EMS	0.2815	\$ 9.841 \$	9,854 \$	\$ 998'6	\$ 678,6	\$ 268'6	9,904 \$	\$ 716/6	\$ 626'6	9,942 \$	\$ 556'6	\$ 196'6	\$ 086'6	9,993 \$	233,837
Vibrary	1.0710		37,490 \$	37,538 \$	37,586 \$	37,633 \$	37,681 \$	37,729 \$	37,777 \$	37,825 \$	37,873 \$	37,922 \$	37,970 \$	38,018 \$	889,659
Sanitation	2.8193			98.815 \$	\$ 0,86	\$ 990'66	99,192 \$	\$ 915,98	\$ 59,445 \$	\$ 172,88	\$ 869'66	99,825 \$	99,951 \$	\$ 870,000	2,341,939
Police Operating	0.9438			33,080 \$	33,122 \$	33,164 \$	33,206 \$	33,248 \$	33,291 \$	33,333 \$	33,375 \$	33,418 \$	33,460 \$	33,503 \$	783,997
Fire Coerating	0.9438		33,037 \$	33,080 \$	33,122 \$	33,164 \$	33,206 \$	33,248 \$	33,291 \$	33,333 \$	33,375 \$	33,418 \$	33,460 \$	33,503 \$	783,997
Police & Fire Operating	4.7487	-	166,227 \$	166,439 \$	166,651 \$	166,863 \$	\$ 570,731	167,288 \$	\$ 005,791	167,713 \$	167,927 \$	168,140 \$	168,354 \$	163,557 \$	3,944,655
Recreation	0.9395	\$ 32,845 \$	32,887 \$	32,929 \$	32,971 \$	33,013 \$	33,055 \$	\$ 260'88	33,139 \$	33,181 \$	33,223 \$	33,265 \$	33,308 \$	33,350 \$	780,425
Macomb County Operating	4.3721	\$ 152,849 \$	153,044 \$	153,239 \$	153,434 \$	\$ 629,621	153,825 \$	154,021 \$	154,217 \$	154,413 \$	154,609 \$	154,805 \$	155,002 \$	155,199 \$	3,631,821
MCC Operating	1.4247			49,935 \$	49,998 \$	\$0,062 \$	\$0,126 \$	50,189 \$	50,253 \$	\$ 715,03	\$ 188'05	50,445 \$	\$ 605,03	\$0,573 \$	1,183,471
MAC Int Sch Dist	4,6845	-	163.980 \$	164,188 \$	164,398 \$	164,607 \$	164,816 \$	165,026 \$	165,236 \$	165,446 \$	165,656 \$	165,867 \$	166,078 \$	166,288 \$	3,891,326
Act 345 Pol/Fire	4.9848		174.492 \$	174,714 \$	174,936 \$	175,159 \$	175,382 \$	175,605 \$	175,828 \$	176,052 \$	176,276 \$	176,500 \$	176,724 \$	176,948 \$	4,140,779
Wacomb Veterans	09900		2,310 \$	2,313 \$	2,316 \$	2,319 \$	2,322 \$	2,325 \$	2,328 \$	2,331 \$	2,334 \$	2,337 \$	2,340 \$	2,343 \$	54,825
Huron-Clinton Park	0.2089		7,312 \$	7,322 \$	7,331 \$	7,340 \$	\$ 058'4	\$ 658'2	7,369 \$	7,378 \$	7,387 \$	7,397 \$	7,406 \$	7,415 \$	173,529
SMART	0.9731	\$ 34,020 \$	34,063 \$	"	34,150 \$	34,193 \$	34,237 \$	34,280 \$	34,324 \$	34,368 \$	34,411 \$	34,455 \$	34,499 \$	34,543	808,336
Local Total	otal 38,9558	\$ 1,361,902 \$	1,363,637 \$	1,365,374 \$	1,367,112 \$	1,368,853 \$	1,370,594 \$	1,372,338 \$	1,374,084 \$	1,375,831 \$	1,377,580 \$	\$ 088'648'1	1,381,083 \$	1,382,837 \$	32,359,847
Non-Capturable Millages	Willage Rate														
Zoo Autherity	0.0957	\$ 3,346 \$	3,350 \$	3,354 \$	3,358 \$	3,363 \$	3,367 \$	3,371 \$	3,376 \$	3,380 \$	3,384 \$			3,397	79,496
Art Institute	0.1911	\$ 6,681 \$	\$ 689'9	\$ 869'9	\$ 902'9	6,715 \$	6,724 \$	6,732 \$	6,741 \$	6,749 \$	6,758 \$	6,766 \$	6,775 \$	6,784 \$	158,743
School Debt	7.4000	Į ²⁴	259,035 \$	\$ 59,365 \$	\$ 569'652	\$ 920'032	\$ 726,0357 \$	260,688 \$	261,019 \$	261,351 \$	261,683 \$	262,016 \$	262,349 \$	262,682	6,147,040
Total Man Continued Survey		6 268 723	2 250 074 5	269.417 \$	\$ 097.692	270.103 \$	270.447 \$	270,791 \$	271,136 \$	271,430 \$	271,825 \$	277,171 \$	277,517 \$	272,863	6,385,280

Tead Tar browness Revenue [TR] Available for Capture \$ 2,157,25 \$ 2,170,156 \$ Forthrotteis
Assumer nest hashely value based on proposed build out
plobs 15s, annual indicon increases thereafter
Assumers millage rate remains the same
Assumes 12/r PA 138 Abartement wilout 6 mill SET

Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan December 17, 2021

	Developer Maximum Reimbursement		Pronor	Schoortionality	School & Local Taxes	Local-Only Taxes	Total					ű	Estimated Capture		\$ 46,097,560			
	State		39.6%	w.			\$ 10.084.240		Estin	Estimated Total		I	Administrative Fees		\$ 4,609,756			
	Local		60.4%	• ••	15,388,985 \$ 3,220,000		\$ 18,608,985		Ye	Years of Plan:	30	S.	State Revolving Fund		\$ 2,556,662			
	TOTAL	and a second	A STATE OF THE PARTY OF THE PAR	\$	25,473,225 \$	\$ 3,220,000 \$ 28,693,225	28,693,225					7	LBRF		\$ 9,305,023			
	EGLE			\$ 4	7,399,750 \$1		\$ 7,399,750					i.						
	10161			2	- Contractor				N/d	PA 198 Abatment Period	Period							
		1000	2002	22	2003	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Charte Increased and Daveste		,			į,		497.388 \$	١.			499,938 \$	\$ 500,577	\$ 501,216	\$ 501,857	\$ 502,498 \$	\$ 621,205	\$03,781 \$	800,419
lotal state incremental neveline		2		> 0				(100 802)	(103 024)		-	(103 420)	(103.552)	(103,684)	.8	(103,949) \$	(104,082) \$	(104,214)
State Brownield Keydwing Fund (50% of 50) State TIR Available for Reimbursement		n vn	, v,	**			\$ 394,627 \$	395,132 \$	395,638 \$	TO VI	396,650 \$	\$ 397,157	\$ 397,665	\$ 398,173		399,190 \$	\$ 002'668	696,205
									100000000000000000000000000000000000000	0.0000000000000000000000000000000000000	0.0000000000000000000000000000000000000	-		400 000			175 357	
Total Local Incremental Revenue		s	\$		•	349,579	\$ 667,188 \$			669,752	809'029	671,466	5 672,324	6/3,182		6/4,903	6/2/104	1,333,233
BRA Administrative Fee (10%)		45	s	\$		(61,019) \$	\$ (116,458) \$	\$ (116,607) \$	(116,756) \$	\$ (306,911)	(117,055)	\$ (117,204)	\$ (117,354) \$	\$ (117,504)	\$ (117,654) \$	557,099	557.810 \$	(215,367)
Local TIR Available for Reimbursement		s.	s.	•	•	288,560	5 550,731	\$ 551,435		337,847	100,000		0/6/466	espiece è		h contine		
Total State & Local TIR Available		ş	\$ -	\$ -		\$ 495,328	\$ 945,358 \$	946,568	\$ 847,778 \$	948,991	\$ 950,204 \$	\$ 951,418	\$ 952,634	\$ 953,851	\$ 690'556 \$	956,289 \$	957,509	\$ 1,834,091
DEVELOPER	Beginning Balance																	
DEVELOPER Reimbursement Balance	\$ 28,693,22	28,693,225 \$ 25,473,225 \$		25,473,225 \$ 25,473,22	25,473,225	\$ 25,473,225	\$ 24,977,897	24,032,539 \$	\$ 23,085,972 \$	22,138,193	\$ 21,189,203	\$ 20,238,999	5 19,287,580	\$ 18,334,946	5 5.2473,225 5.24,977,897 5.24,032,539 5.23,085,972 5.22,138,193 5.21,138,193 5.21,138,193 5.19,287,203 5.19,287,580 5.18,287,580 5.18,381,095 5.18,381,095 5.18,481,248	16,426,026 5	15,469,737 5	14,512,228
					+													
					18													
MSE Non-Environmental Costs	5 18.073.4	18.073.475 \$ 18.073.475 \$	L	073.475 \$	18,073,475	18,073,475	17,722,035	17,051,296 \$	16,379,698 \$	15,707,241 \$	15,033,924	\$ 14,359,746	\$ 13,684,706	\$ 13,008,804	18.073.475 \$18.073.475 \$11,722.035 \$17,722.035 \$17,722.035 \$17,052,036 \$15,072.41 \$15,033.04 \$13,634.746 \$13,63	11,654,408 \$	\$ 816,276,01	10,296,552
State Tax Reimbursement		\$	l		\$.	5 146,704 \$	279,991	280,350 \$	\$ 280,708 \$	279,991 \$ 280,350 \$ 280,708 \$ 281,067 \$	3 281,427	281,427 \$ 281,786 \$ 282,147 \$	\$ 282,147	\$ 282,507	282,507 \$ 282,868 \$	283,229 \$	\$ 063,582	493,963
Local Tax Reimbursement		\$	s			\$ 204,736 \$	\$ 390,748 \$	390,748 \$ 391,248 \$ 391,749 \$	391,749 \$	392,250 \$	\$ 392,751 \$	\$ 393,253 \$	\$ 393,756 \$	\$ 394,259	394,259 \$ 394,762 \$	395,266 \$	395,771 \$	807,340
Total MSF Reimbursement Balance		\$ 18,073,475 \$	П	\$ 574,670,	18,073,475	\$ 17,722,035	\$ 17,051,296	\$ 869'628' \$	15,707,241 \$	15,033,924	14,359,746	\$ 13,684,706	\$ 13,008,804	\$ 12,332,038	18,073,475 \$ 18,073,475 \$ 17,722,035 \$ 17,051,296 \$ 16,707,241 \$ 16,707,241 \$ 15,033,246 \$ 14,033,746 \$ 13,08,604 \$ 13,308,604 \$ 12,337,338 \$ 11,634,408 \$ 10,375,313 \$ 10,296,532 \$ 6,995,249	10,975,913 \$	10,296,552 \$	8,995,249
					- 1			0000000	0 0000000	2 420 000	10000000	2000 200 3	£ 5 503 074	C E 376 147	2 230 241 352 27 252 253 254 255	- 1	4771617 6 4 493 874 5 4 715 676	4215 676
EGLE Environmental Costs	1,888,1 \$	UCI,885,1 & UCI,882,1	20	\$ 06/666/		\$ 100/6667	\$ 1,433,004 \$	114 782 5	114 929 \$	115.076 \$	\$ 115.223 \$	\$ 115.371 \$	\$ 115,518 \$	\$ 115,666	115,666 \$ 115,813 \$		116,109 \$	202,241
State 14x nellinousement		2 4			Ĭ,	83.874 \$	1	L	160 187 \$ 160 392 \$				\$ 161,214 \$		161,420 \$ 161,626 \$	161,832 \$	162,039 \$	330,546
Total EGLE Reimbursement Balance		\$ 052'668'2 \$		7,399,750 \$		2 7,255,862	\$ 6,981,243	6,706,274 \$	\$ 6,430,952 \$	6,155,279	\$ 5,879,253	\$ 5,602,874	\$ 5,326,142	\$ 5,049,057	7389780 \$ 7.25582 \$ 6.981243 \$ 6.706,274 \$ 6.430,982 \$ 6.155,779 \$ 5.879,283 \$ 5.602,874 \$ 5.326,142 \$ 5.049,087 \$ 4.771,617 \$	Н	4,493,824 \$ 4,215,676 \$ 3,682,888	3,682,888
										0.00	500					- 1		
Local Only Costs	3,220,00	\$ 3,220,000 \$ 3,220,000 \$		3,220,000 \$	ш	3,220,000	\$ 3,220,000 ;	3,220,000 \$	\$ 3,220,000 \$	3,220,000	3,220,000	\$ 3,220,000	\$ 3,220,000	\$ 3,220,000	3,220,000 \$ 3,220,0	- 1	3,220,000 \$ 3,220,000 \$ 3,220,000	3,220,000
Local Tax Reimbursement		\$		\$		-										П	4	
Total Local Only Reimbursement Balance		\$ 3,220,000 \$	ñ	3,220,000 \$	ш	3,220,000	\$ 3,220,000	3,220,000 \$	\$ 3,220,000 \$	3,220,000	3,220,000	\$ 3,220,000	\$ 3,220,000	\$ 3,220,000	3,220,000 \$ 3,220,0	-1	3,220,000 \$ 3,220,000 \$ 3,220,000	3,220,000
Total Annual Developer Daire burger	THE RESERVE OF THE PERSON NAMED IN	,	,	,		A 405 329 6	¢ 945 358 ¢	2 946 568 5		\$ \$50.204 \$ 950.204 \$ 951.418 \$ 952.634 \$	\$ 950.204	\$ 951.418	\$ 952.634		\$ 690,556 \$ 158,559	956,289 \$	160,834,091	1,834,091
Total Athuai pevenyer nemnusamen		n	4	- ALC: 1		-	-	1								ı		

Local Tax Capture

Total LBR Capture

Total LBR Capture

Up to my years or capture for LBK to Deposits arer enigne
activities are reimbursed. May be taken from EGLE & Local TIR LOCAL BROWNFIELD REVOLVING FUN
LBRF Deposits *
State Tax Capture

only.

(1) Assumes taxable value increases based on proposed build out, plus 1% annual increases for inflation thereafter. 2022 is the first year of TIF Capture and reimbursements are shown with year delay to reflect the cash flow.

(2) Assumes Milage Rates remain constant.

(3) Assumes 12yr PA 158 w/out 6 mill SET abatement.

Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan December 17, 2021

Company Contains Company Contains	Control Control	2	2037	2038		2039	90	2040		2041	2042	v	2043	2044	v	2045		2046	2047	v	2048	2049	2050	_	C17 880 963
1.184,079 1.184,070 1.18	oral orace incremental nevenue	2								, ccc'co	100,000	2 1	0000			000,000					10000			_	
\$ 135507 \$ 135507 \$ 135508 \$ 1	ate Brownfield Revolving Fund (50% of SE	w 1			81) \$				v 1	04,881) \$		v +	5,148) \$		n 1	(105,416)	~			0	618'50		n 4	_	2,335,662
\$ 11856.09 \$ 1345.07 \$ 1345.02 \$ 1345.04 \$ 1345.05 \$ 1345.07 \$ 134	ate TIR Available for Reimbursement	n			\$ 28				^	559,00		n	2,441 >		^	104,230	n			n	776'00		1	_	100,926,6
\$ 1185,877 \$ 1186,778 \$ 1186,888 \$ 1186,888 \$ 1186,878 \$ 1186,878 \$ 1186,778 \$ 1185,778 \$ 1185,778 \$ 1186,778	tal local incremental Revenue			\$ 13567	*	1 358 43	·	1360.169	\$ 130	\$ 206.15	1363 637	30	5 374 \$	1.367.11	40	368.853	\$ 137	70.594 \$	1,372,338	\$ \$ 1.3	74,084 \$	1,375,83	10		8,216,597
\$ 1,185,781 \$ 1,185,781 \$ 1,185,881 \$ 1,18	The state of the s					Inse se		1215 450		2 1447 21	DEO TIEL	DOM:	2 3065	C3 C7C1	·	1217 950	¢ (191	2 15CT ST	1218 ADE	11 6 13	18 6821 4	1718 96/	v		14 FN9 756
\$ 1285640 \$ 1285473 \$ 1284117 \$ 1285481 \$ 1285181 \$ 1284375 \$ 1257540 \$ 1257	RA Administrative ree (40%)		-	E(C13) 6		1,012	0.4	100 and		10,74	1 145 517	1 4	9 0000	1 1 40 536	1 4	151 002	4 1 15	2 467 ¢	1 152 024	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	SE 401	1 156 87			13 606 841
\$ 12208.130 \$ 1288,770 \$ 1288,400 \$ 1288,724	ocal IIIk Available for Reimbursement			1,140,1		1,144,6	n	107,641,1	4	907'64	1,146,017	2	¢ 0/0'0	*************************	3	200,4554		104	riteral a		-	informity.	•	_	a donn't
Substant Stochator Stoch	otal State & Local TIR Available	\$ 1,1		\$ 1,838,7	1145/31	1,841,11	*	1,843,464	1,2001	1115001	1,848,164	*		1,852,87	S	855,233	·		1,859,957	45		1,970,64	S	_	18,931,142
\$ \$125,073.17 \$ \$10,041,700 \$ \$ \$40,0248 \$ \$ \$137,041 \$ \$ \$ \$137,041 \$ \$ \$ \$10,041,700 \$ \$ \$40,0248 \$ \$ \$237,041 \$ \$ \$231,0429 \$ \$ \$232,041 \$ \$ \$231,0429 \$ \$ \$232,041 \$ \$ \$231,0429 \$ \$ \$232,041 \$ \$ \$231,0429 \$ \$ \$ \$231,0429 \$ \$ \$ \$231,0429 \$ \$ \$ \$231,0429 \$ \$ \$ \$231,0429 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EVELOPER																								
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S. 69622409 S. 69622709																								+	
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5 5 5 5 6 5 5 6 6 6 6 7 6 6 7 6 6 7 6 6 7 6 6 7 6 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 6 7 7	Local Tax Reimbursement	S	808,370	\$ 809,4	\$ 10	810,4	33 \$	811,466	\$ 8	12,500 \$	\$ 813,535	s	5,026 \$				\$		7.	s			\$		10,918,619
\$ 300,2488 \$ 3149,421 \$ 2,615,274 \$ 2,080,445 \$ 1,644,535 \$ 1,008,743 \$ 471,667 \$.	Total MSF Reimbursement Balance	5 7	692,285	\$ 6,387,6	\$ 09.	5,081,3	5 11	3,773,418	\$ 2,4	262,797	\$ 1,152,509	S	- 5			1	S	\$ -		\$ -	×		s -	•	
\$ 300,988 \$ 331,390 \$ 331,330 \$ 333,623 \$ 203,733 \$ 179,117 \$.	I Fewironmental Costs	5	582 888	\$ 3.149.4	21 5	26152	24 5	2.080.445	\$ 15	44.935	1.008.743		1.867 5		5			. 5		8				•	
\$330,966 \$331,312 \$332,235 \$3322,235 \$3322,235 \$3322,235 \$3322,235 \$3322,235 \$3322,235 \$3322,235 \$3322,235 \$	State Tax Reimbursement	5	202 499	\$ 202.7	58 5	203.03	16 5	203,275	5 2	03 534 \$	203.793	1	9 117 5		\$		\$			5			ş	Н	2,929,38
\$ 3,220,000 \$ 3,220,000	Local Tax Reimbursement	5	330.968	100	\$ 06		12 \$	1	\$	32.659 5		1	2.750 \$		s		S	i-	3.	S			i	t	4,470,366
\$ 3,220,000 \$ 3,200,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,220,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,200,000 \$ 3,20	Total EGLE Reimbursement Balance	5 3,	149,421	\$ 2,615,2	74 5	2,080,4	\$ 50	1,544,935	\$ 1,0	08,743	\$ 471,867	1	. 5		- 5		\$	- 5		- 8	-				
\$ 3,220,000 \$ 3,22															1					2000					
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\$ 3,220,000 \$ 3,200,000 \$ 3,20	Local Tax Reimbursement	s		s	\$	•	S		s			\$ 14	\$ 106,00	1,149,53	9 5 1	,151,003	s		20	s			\$. \$	3,220,000
\$ 1,836,430 \$ 1,843,177 \$ 1,843,464 \$ 1,846,813 \$ 1,764,676 \$ 1,749,533 \$ 1,151,003 \$ 779,157 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total Local Only Reimbursement Balan	ce \$ 3,	220,000	\$ 3,220,0	000	3,220,0	\$ 00	3,220,000	\$ 3,2	20,000	\$ 3,220,000	1 \$ 3,00	\$ 669'6	1,930,16	\$ 0	779,157	\$	\$ -		\$ -	-	10	\$ -		
\$ - \$ - \$ - \$ 1,857,994 \$ 1,859,957 \$ 1,862,333 \$ 1,970,644 \$ 1,754,505 \$ - \$ - \$ - \$ - \$ 1,657,994 \$ 1,1554,505 \$ 1,545,505 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,554,505 \$ 1,554,505 \$ 1,554,505 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	tal Annual Developer Reimbursement	\$ 1,	836,430	\$ 1,838,7	73 5	1,841,1.	17 \$	1,843,464	\$ 1,8	45,813	\$ 1,848,164	\$ 1.78	\$ 929'5	1,149,53	3 5	,151,003	4			\$	-		45	•	
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\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	State Tax Capture	S					Г		\$	Г	2/63	\$			\$	*	5 7	\$ 227,20	706,02	\$ \$ \$	06,922	\$ 813,77	4 \$ 59		3,528,010
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infy. Assumes translations and elimination of the state	Total LBRF Capture Op to nive years of capture for LBKF Department of the Capture for the Cap	SSITE OS F			-		-																	-	
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Assumes taxable value increases based on f us 1% annual increases for inflation thereafte us 1% annual increases for inflation thereafte lay to reflect true cash flow. Assumes that senial constant.	otnotes:	I																							
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lay to reflect true cash flow. Assumes Mills of sets remain constant.	us 1% annual increases for inflation there as of TE Cantius and raimbursaments as	arte a ch																							
Assumes Milage fast remain constant.	slay to reflect true cash flow.																								
) Assumes Millage Rates remain constant																								

Attachment B

Development and Reimbursement Agreement

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") dated March 28, 2022, is entered into between the CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY, an authority established pursuant to Act 381 of Public Acts of 1996, as amended, whose address is One City Square, Warren, Michigan 48093 (the "Authority"), and NP MOUND ROAD INDUSTRIAL, LLC, a Delaware limited liability company, with a registered address of 4825 NW 41st Street, Suite 500, Riverside Missouri 64150 (the "Developer").

RECITALS

- A. The Authority was created by the City of Warren (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended, MCL 125.2651 et seq., (the "Act 381").
- B. The Developer plans to redevelop the former General Motors Warren Transmission Plant located at 23500 Mound Road, which is legally described in the attached Exhibit A (the "Property"). Drawings/maps of the Property are collectively attached in Exhibit B (B1-B3). The Property is included in the Plan as a "facility" and an "eligible property" due to the presence of certain hazardous substances on portions of the Property as described in the Plan, and is therefore commonly referred to as a "brownfield" under the Act.
- C. The Developer plans to demolish the existing building and construct three new buildings on the Property that will contain approximately 1.4 million square feet of light-assembly/industrial space (the "Project"). The Project will involve department specific activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, a 15% contingency and brownfield plan/work plan preparation, development and implementation, and new construction (the "Improvements"). The Project will also result in a long-term increase to the tax revenue generated from the Property and will otherwise enhance the economic vitality and quality of life in the City. Developer's estimated overall capital investment in the Improvements is over \$180,000,000.
- **D.** In order to make the Improvements on the Property, the Developer has incurred and will incur Eligible Costs, which may include, but are not limited to, costs associated with department specific activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, a 15% contingency and brownfield plan/work plan preparation, development and implementation, all of which will also require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Eligible Costs, including contingencies, are estimated to be \$28,693,225.
- E. The Act permits the Authority to reimburse the Developer for the cost of Eligible Activities on Eligible Property using Tax Increment Revenues generated by the redevelopment of the Property, according to a Brownfield Plan approved by the legislative body of the City.

- F. In accordance with Act 381, Developer submitted an application and Brownfield Plan (the "Plan") for the use of property tax revenues that are generated from an increase in the taxable value of the Property resulting from its development (the "Tax Increment Revenues") to be reimbursed to the Developer for Eligible Costs it incurs in connection with the Project, up to \$28,693,225.
- G. Subject to the Michigan Department of Environment, Great Lakes and Energy ("EGLE") or the Michigan Strategic Fund ("MSF") approval of an Act 381 Work Plan (the "Work Plan") for each agency's respective eligible activities, with respect to the state education tax and taxes levied for school operating purposes (the "School Taxes"), unless otherwise authorized, Act 381 permits the Authority to capture and use the School Tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs and expenses of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter "Eligible Costs"), as approved in the Plan and Act 381 Work Plan.
- H. Act 381 permits the Authority to capture and use the property tax revenues generated (other than School Taxes (unless otherwise provided by the Act or approved by EGLE or MSF), known as "Local Taxes") from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of Eligible Costs up to the Eligible Amount, as defined in section 3.
- I. On January 25, 2022, the Warren City Council approved the Plan of Developer, which provides for a maximum reimbursement to Developer for the Eligible Costs described below, up to \$28,693,225 of Tax Increment Revenues, with the actual amount subject to reduction based upon unexpended activity or contingency costs, unapproved School Taxes or other Eligible Costs denied by the State of Michigan (such amount with the reductions is referred to as the "Eligible Amount," as further defined in section 3. The Eligible Amount will be paid to Developer with Tax Increment Revenues attributed to the incremental increase in the Property's taxable value.
- J. The Authority has incurred and anticipates that it will incur certain eligible administrative expenses associated with the Plan and this Agreement (the "Administrative Costs"), and for which it seeks reimbursement from Local Taxes of up to 10% of the annual Tax Increment Revenues.
- K. Act 381 provides that, during the capture period up to the first 25 years, if the Developer is reimbursed for Eligible Costs attributable to school tax increments, that 50% of the mills of the state education tax levy (the "SET") is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").
- L. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues and, if applicable, payment to Treasury of the SET for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund ("LBRF"), subject to this Agreement; provided, however, that pursuant to Section 13(5) of Act 381, such

deposits shall be made only for a maximum of 5 years after the time that capture is required to pay the Eligible Costs and Work Plan related Eligible Costs.

M. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding under Act 381.

TERMS AND CONDITIONS

Therefore, in consideration of the promises of the parties as provided in this Agreement, the parties agree as follows:

- 1. Capture of Taxes. During the Term (defined below) of this Agreement, the Authority shall capture from ad valorem and specific Tax Increment Revenues as defined and permitted under Act 381 from the Property and use those Tax Increment Revenues as provided in this Agreement and the Plan. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use a portion of the incremental property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs up to the Eligible Amount, to pay the Authority for Administrative Costs, to pay Treasury the SET and to fund a LBRF pursuant to Act 381, up to the Eligible Amount.
- 2. Plan. Developer agrees this Agreement is subject to completion of the Project and Improvements described in: (a) the Plan, as approved by the City on January 25, 2022, a copy of such Plan is attached as Exhibit C, and is incorporated by reference and made a part of this Agreement; and (b) the Site Plan corresponding to the Improvements, approved by the City Planning Commission, in accordance with City ordinances, and any amendments thereto, shall be incorporated into this Agreement upon such approval or adoption. In the event of a direct conflict between a provision of the Plan or Site Plan and this Agreement, the term or condition of this Agreement will control. The defined terms in Act 381 will apply to this Agreement. It is understood that Act 381 may not be relied upon to increase the Eligible Costs or Eligible Amount or the duration of the Plan, or to the change the Tax Increment Revenues ("TIR") sharing ratio percentage of the TIR payment to be issued to Developer, as provided in Section 5h, unless a Plan amendment is approved by the Authority and City.
- 3. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, after completion of the Project, the Developer shall submit to the Authority, in written form:
- (a) a written statement detailing the costs incurred that are asserted to be Eligible Costs;
 - (b) a written explanation as to why they are Eligible Costs;
- (c) for those costs which have been approved by EGLE or MSF for reimbursement by captured School Taxes, if any, references to any applicable portions of the

Plan and/or Act 381 Work Plan as approved by EGLE and/or MSF as expenses eligible for payment from School Taxes;

- (d) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (e) any other information which may be reasonably required by EGLE and MSF or by the Authority or their respective auditors.

It is agreed the total reimbursement of Eligible Costs, including contingencies, which are to be reimbursed by the Authority to Developer will not exceed the Eligible Amount, as defined in this section, up to the maximum of \$28,693,225. All costs shall be submitted by no later than four (4) years after the Plan approval date. No other costs will be approved after December 31, 2026, except for good cause shown to the Authority. The Eligible Amount, as used in this Agreement, means the actual costs incurred, and will not include unexpended amounts, unexpended contingencies, unapproved School Tax capture, or Eligible Costs denied by the State of Michigan. It is understood interest shall not be paid to Developer on any TIR payment.

Notwithstanding anything in this Agreement to the contrary, if the proposed use of Tax Increment Revenues derived from School Taxes on the Property is not permitted by law or is denied in whole or in part by EGLE or MSF, the Authority will approve the use of a combination of Tax Increment Revenues derived from Local Taxes on the Property and the approved portion of School Taxes, if any, to make reimbursement payments under this Agreement. The Authority will extend the collection duration of the Local Taxes portion of Tax Increment Revenues for reimbursement of Eligible Activities to offset any reduction of available School Taxes made by the EGLE or MSF, if necessary, and if so, to the extent allowed and in accordance with applicable local or state law, and are in the Plan.

4. Verification of Eligible Costs. The Authority will review and verify the submitted Eligible Costs and, upon verification, within sixty (60) days of receipt of the same, will approve them. Developer will cooperate and submit any additional records or information reasonably requested by the Authority to complete its review, and will make the Property accessible upon reasonable prior written notice for an on-site inspection by the Authority as needed to verify compliance with the Plan. The Authority's administrative Director or Controller shall identify in writing or by electronic message to Developer at its addresses in Section 15, any costs deemed ineligible for reimbursement and the basis for the determination. The Developer or Owner shall have 45 days to provide supplemental information or documents to support the eligibility of the cost. Within 30 days thereafter, the Authority will make the final decision on the disputed cost, and the Developer may appeal the Authority's decision in accordance with the law. Only costs verified and approved by the Authority will be Eligible Costs under this Agreement.

Payments.

(a) The Tax Increment Revenues allowed under this Agreement and received by the Authority shall be paid annually by check payable to NP Mound Road Industrial, LLC,

and sent by certified or first-class mail to the address set forth in Section 15. No payment shall be made until completion of the Project, except that prior, to completion, demolition and demolition related activity costs (e.g. hazardous materials abatement, demolition of building and improvements, related consulting and engineering and rough grading of building pad, etc.) may be reimbursed upon submission of costs, the approved permit, and satisfactory completion of the demolition and site clearance. Thereafter, pre-completion reimbursements of TIR may be allowed with prior approval of the Authority for good cause shown.

- (b) Any change in recipient or address must be submitted in writing to the Authority's Director, and signed by Developer, as described herein to reimburse them in annual increments for Eligible Costs ("TIR Payment"), commencing with the first full tax payment following completion of the Project. A written notice of Project completion will be provided to the Authority prior to or in conjunction with the initial submission of costs and request for payment, and a copy of the determination from the EGLE and MSF on whether School Taxes have been approved for capture, if any, must be submitted prior to or in conjunction with the initial submission of costs.
- (c) After Project completion, the Authority will issue payments no later than the April 30 following Developer's full payment of summer and winter taxes levied the previous year, unless reasonable extensions are necessary by the Authority's inability or refusal to approve such payment, in which case notice of such inability will be provided to Developer by the City and/or the Authority or its staff. If in the case of the Authority's inability or refusal to approve such payment, all TIR collected from the Project shall be set aside by the Authority pending resolution and escrowed by the City's Controller for Developer's benefit until said inability or refusal to approve such payment is rectified.
- (d) Payments will be made according to section 5a above, unless notice of a new address is provided to the Authority in accordance with Section 15 and Section 5(b). The check may be personally delivered, upon signed receipt of a representative identified in writing by Developer, and upon evidence of identification.
- (e) For each year of TIR collection under this Agreement, prior to payment of the TIR Payments hereunder, the Authority shall be entitled to retain an amount equal to Ten Percent (10%) of the annual Tax Increment Revenues for Administrative Costs of the Authority to reimburse it for its costs. If the capture of School Tax Increment Revenues is approved by either the EGLE and/or MSF, an amount equal to 50% of the SET realized from the improvements for up to the statutory maximum period of 25 years during the period Developer is reimbursed for Eligible Costs (the "Treasury Amount") shall be withheld from the Tax Increment Revenues, and paid to the Treasury for deposit in the SBRF. After retention of the 10% Authority Administrative Costs and payment of the Treasury Amount, the remainder of the Tax Increment Revenues shall be used to reimburse the Developer.
- (f) The Authority shall have no obligation to reimburse the Developer for Eligible Costs or any other costs from Tax Increment Revenues captured and received by the Authority after the earlier of: (i) payment to Developer the final Eligible Amount in full; or (ii) the 30 years following beginning of capture of Tax Increment Revenues under the Plan. It is

understood that no interest shall be included in any Tax Increment Revenues reimbursed to Developer or otherwise owed to Developer by the Authority or the City, notwithstanding anything allowed by law or stated in the Plan.

- Unless it disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after approval of the Authority Board as provided in Section 4, pay to the Developer amounts for which submissions have been made pursuant to this Agreement by the date and to the party identified according to Section 5 hereof, provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid, according to the Plan, up to the Eligible Amount for a time period of TIR collection not to exceed 30 years in length as allowed under Act 381. It is understood that no payment to will be made if the Developer has received written notice of a material default in a term of this Agreement and such default has not been cured in accordance with terms of Section 6. All taxes and water charges must be fully paid when due. It is further understood that the Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that either Developer is delinquent in the payment of real or personal property taxes, water charges or special assessments imposed on the Property. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a submission of costs and request for reimbursement is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Authority and are not otherwise allowed to be used for purposes permitted by Section 5e, above, until such arrearage is paid. If the failure to collect and pay TIR to Developer is not the result of a default by Developer, the TIR collection limitation shall automatically extended such additional periods of time to make Developer whole from any such insufficiency, to the extent allowed by local or state law, or the Plan.
- (h) If there are insufficient funds from the Tax Increment Revenues captured to pay all the Eligible Costs, the Authority, City, or any other taxing jurisdiction is not required to reimburse Developer from any other source. However, the Authority will make additional payments toward the Developer's remaining unreimbursed Eligible Costs in accordance with the Agreement as Tax Increment Revenues become available hereunder to the extent permitted by the Act.
- (i) It is understood the tables in the Plan are based upon estimates only, and assumes the approval of an Industrial Facilities Tax Exemption by the City. The parties agree nothing in the Plan will be construed to create an expectation of approval of the IFT or of payment of TIR in the amounts stated in such tables.
- 6. Termination. This Agreement may be terminated if Developer fails to fulfill a material obligation under this Agreement after being provided written notice of said failure from the City's Director of Community, Economic and Downtown Development ("Director"). Developer shall be a given a reasonable period of time, but no less than thirty (30) days, to investigate the alleged failure and either refute the alleged failure or provide a plan to mitigate any such failure and cure the default. If the default is of such a nature that it cannot be cured within 30 days, Developer will, within the 30 days of the notice of default, provide notice to the Director of the measure that will be taken to cure the default, and will diligently proceed to cure

the default within at least 30 days thereafter, unless extended for good cause. If the Developer fails to mitigate the default in accordance with the mutually agreed upon plan and within the mutually agreed period, the Director may commence proceedings to terminate the Plan. Prior to such action, however, the Developer shall be given an opportunity to meet with the Director, Authority and/or City Council to discuss resolving the default before formal actions are commenced to revoke the Plan. In addition to its remedies under this section, City reserves all rights to enforce its codes and applicable regulations.

Upon termination, the Plan will be abolished, and no further payments will be reimbursed to the Developer. The parties reserve all of their rights by law. Material obligations, under this Section, are defined to include: (a) the failure to pay taxes; (b) failure to complete the Project in substantially the same form as approved by the Authority and City; (c) failure to comply with Section 9 of this Agreement; or (d) failure to cure at least three non-material violations, after being provided written notice to Developer and provided an opportunity to cure as outlined above.

Adjustments.

- (a) If, prior to the termination of this Agreement, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties assessed by the Michigan Tax Tribunal, from any future amounts due and owing the Developer. However, in any case other than an appeal of any tax assessment or reassessment of any portion of the Property, the term for repayment may be extended to accommodate any necessary extension to repay any outstanding balance owed to Developer under this Agreement so long as the term does not exceed the thirty (30) year TIR collection duration allowed under Act 381, which shall not be unreasonably conditioned or denied by the City and Authority. In any such case, the Authority shall reimburse Developer any such loss of Tax Increment Revenues previously paid to Developer through the capture of tax increment revenue from the remaining taxing jurisdictions and any repayment period shall be extended until Developer has been reimbursed in full up to the Eligible Amount.
- (b) If all amounts due under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, this Agreement will terminate, subject to any other rights or obligations in this Agreement.
- 8. Development. The Developer shall perform all activities and develop the Property in substantial accordance with the Plan. This is a material term of the Agreement. Developer shall use its best efforts to develop the Project in accordance with the Plan, and the Project shall remain in operation upon the Property for the duration of the Brownfield Plan. The Property must be maintained in clean condition. All construction activity shall comply with building codes and ordinances. Should any construction activity create a nuisance or condition that is detrimentally affecting the surrounding area, Developer will cooperate with the City to eliminate the nuisance or condition. All terms of his paragraph are deemed to be material.

- 9. Compliance with Laws; Restrictions. Developer will ensure that all activities, development, occupancy and use of and upon the Property shall comply with all applicable laws, regulations and codes, and local ordinances and Site Plan conditions. In addition, the Property shall not be used for the growth, cultivation, distribution, or processing of marihuana, including marijuana.
- 10. Reporting. The Developer shall submit a written report in a form provided by the Authority to the Authority following the Project's completion indicating as of that date the number of new jobs located at the Project, if any, and the total Eligible Costs incurred.
- 11. Environmental Certification/Indemnification. The Developer, for itself, its members, managers, officers, directors, affiliates or subsidiaries, successors, transferees or contractors, holds harmless and agrees to indemnify the City, the Authority, the City of Warren Downtown Development Authority, and their officers, employees, members, committees and commissions, for and from any liability, demands, cause of action, claim or suit, for any injury or damage or violation of law or regulation, relating to or arising out of any environmental condition or contamination on or from the Property, or for any liability that may be imputed to the City due to its approval of the Plan, except to the extent any of the foregoing that may be due to contamination directly caused, in whole or in part, by the City or the Authority. Developer, upon being made aware of contamination that may be migrating from the property to adjacent properties or rights-of-way, will fulfill its statutory obligations and comply with Part 201 of NREPA by preparing and submitting an EGLE Notice of Off-site Migration Form (EQP 4477) and will make Authority aware of any migration or presence of contamination from the Property upon City or neighboring Property by providing a copy of said notice. The indemnification obligations shall survive final reimbursement or abolishment of the Plan.
- 12. Interpretation. This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Notwithstanding the foregoing, this Agreement incorporates the Plan, Resolution adopting the Brownfield Plan, City Council Resolution and all related official minutes, as well any exhibits and attachments to them as well as any amendments to them, and allocations and re-allocations of eligible activities categories under the Act 381 Work Plan(s).
- 13. Assignment; Binding Effect. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any other party without the consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding upon any successors or permitted assigns of the parties. Notwithstanding any assignment of the Agreement, Developer will remain obligated for the performance of the obligations attributed to such party, provided that such assignee shall be primarily obligated for the performance of the same. Developer may assign its rights and obligations, upon advance written notice to the Authority without the Consent of the City or the Authority provided that such assignment is made: (a) as a pledge to secure financing; or (b) to an entity owned or controlled by at least 50 percent of Developer's members or shareholders. In the event of an assignment to an unrelated third party purchaser, the assigning party shall provide

prompt notice of such assignment to the Authority at the address provided in Section 15, and the assignee and assignor will execute a written agreement for the assignment and assumption of all rights and obligations under this Agreement in such form that meets with the satisfaction of the Authority, which shall not be unreasonably conditioned, delayed or withheld.

- 14. Term. This Agreement shall terminate the earlier of: (a) the date when the Eligible Amount as required under this Agreement is fully reimbursed, or (b) 30 years, as provided in Act 381, as amended, for TIR collection, subject to the payment of deposits into the LBRF as provided elsewhere in this Agreement.
- 15. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been given if either delivered personally or mailed by first-class, certified or registered mail or by electronic transmission to the addresses of the parties provided below, provided, however, that notices of legal nature, such as default, termination or of any legal appeal to a state court or agency must be given to the recipients and addresses below by certified or registered mail. Either party may change its address or contact for notices, bills or statements by giving notice of such change.

Authority:

Director of Department of Community Economic & Downtown Development City of Warren, Michigan One City Square Warren, Michigan 48093 tbommarito@cityofwarren.org

With a copy to:

Warren City Attorney's Office One City Square, Suite 400 Warren, Michigan 48093

Developer:

NP Mound Road Industrial, LLC c/o Northpoint Development, LLC 4825 NW 41st Street, Suite 500 Riverside, Missouri 64150

With a copy to:

Jared T. Belka Warner Norcross & Judd, LLP 1500 Warner Building 150 Ottawa Ave., NW Grand Rapids, Michigan 49503

- 16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. The parties agree that scanned and electronically transmitted signatures on this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.
- 17. Waiver. 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.
- 18. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 20. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party. If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the reasonable satisfaction of the other party.
- 21. Recitals. The parties agree to the facts and representations in the Recitals section, and they are embodied and incorporated within, the body of this agreement of the parties.
- 22. Miscellaneous. This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. Subject to Section 2 and 12, above, this Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Plan and Project.

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

Witnessed by:

Patrick Lacy

Diana Pasque

Gerl Picts

DEVELOPER:

NP MOUND ROAD INDUSTRIAL, LLC

By: Thomas Davies, Manager

THE CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

By: Daniel Pasque, Chair

Tom Bommarito, Director

ID 86450

EXHIBIT A PROPERTY DESCRIPTION



Property Description

Property Address:

23500 Mound Road, Warren, MI 48091

Tax Parcel No .:

12-13-28-300-018

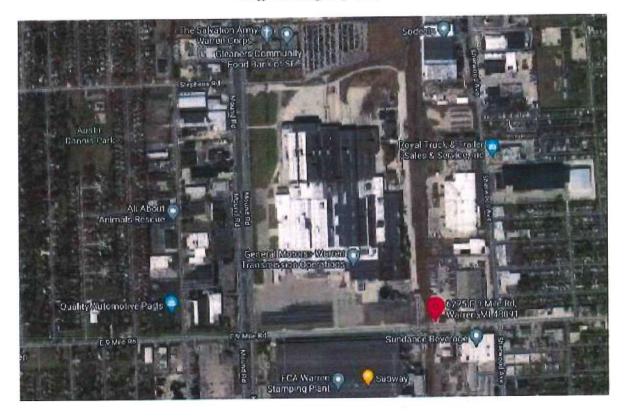
Legal Description:

T1N, R12E, SEC 28; COMM AT SW 1/4 COR SEC 28; TH N89*36'30"E 102.0 FT; TH N 60.0 FT TO POB; TH N 2591.73 FT; TH N00*14'E 19.63 FT; TH S62*28'E 45.22 FT; TH S89*50'52"E 499.55 FT; TH N73*45'E 32.22 FT; TH N00*14'E 570.23 FT; TH S89*50'E 1199.91 FT; TH S00*11'E 3152.82 FT; TH S89*36'30"W 1783.39 FT TO POB; EXC. LOTS 12,13 & 14 OF A.P. NO 8 IN CITY OF CENTERLINE; 116.856

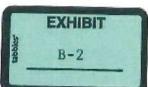
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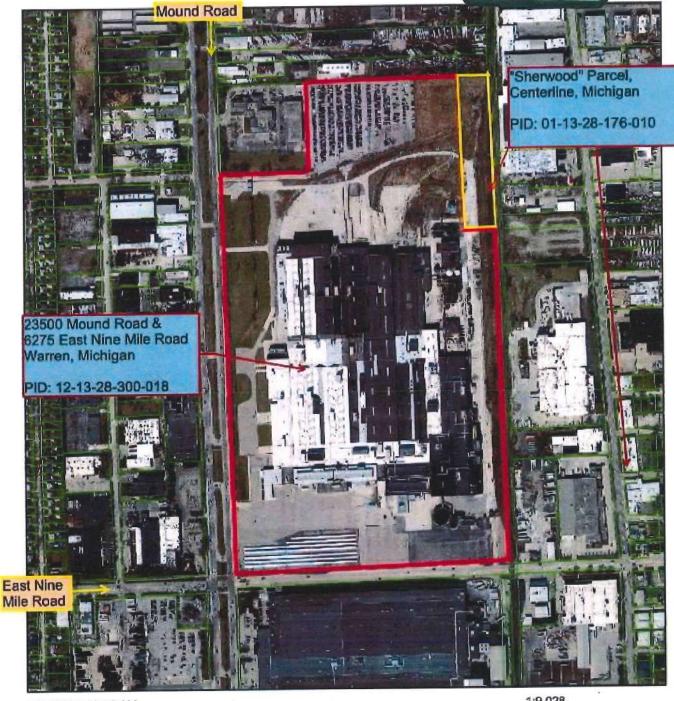


Eligible Property Map



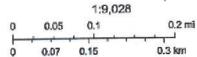
ArcGIS Web Map





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Property Area Boundaries



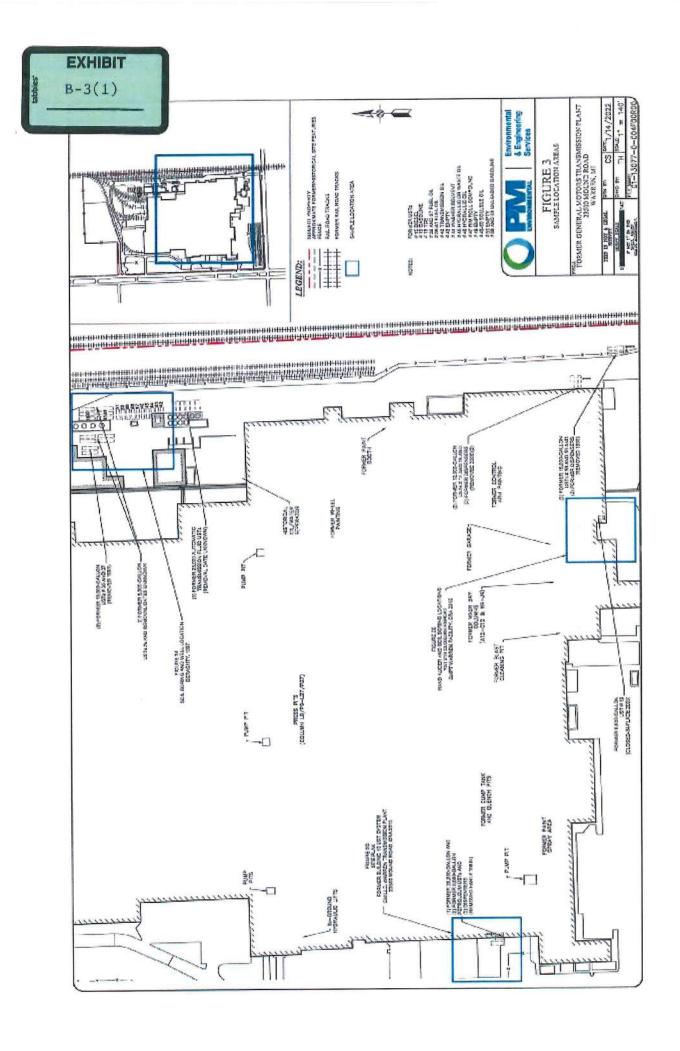
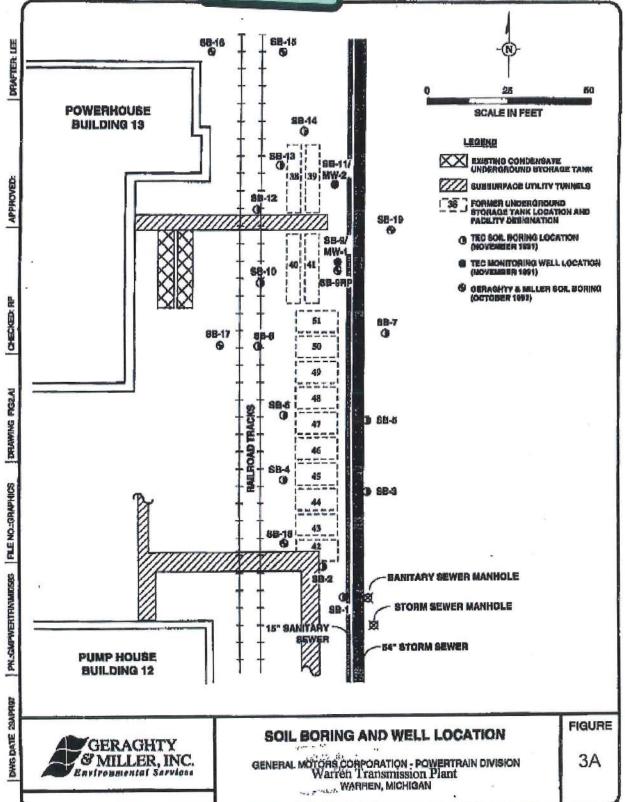
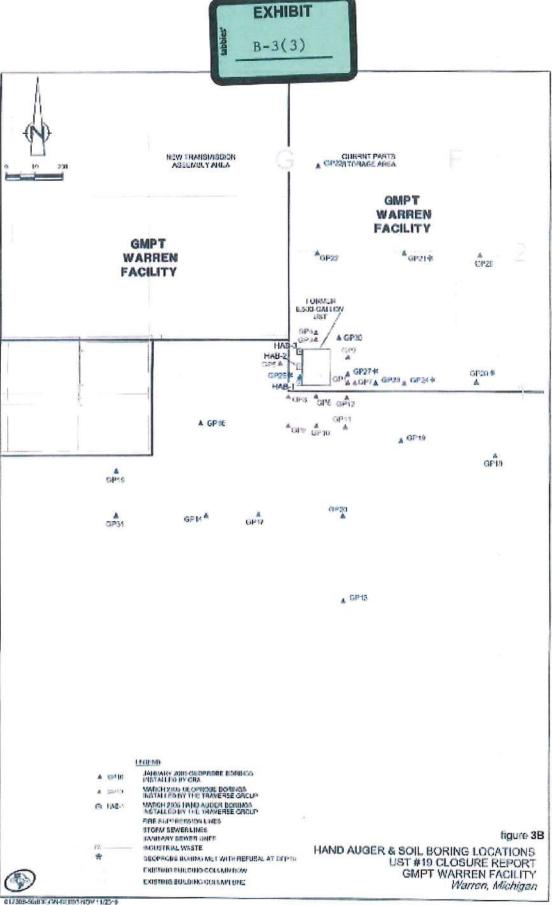


EXHIBIT B-3(2)





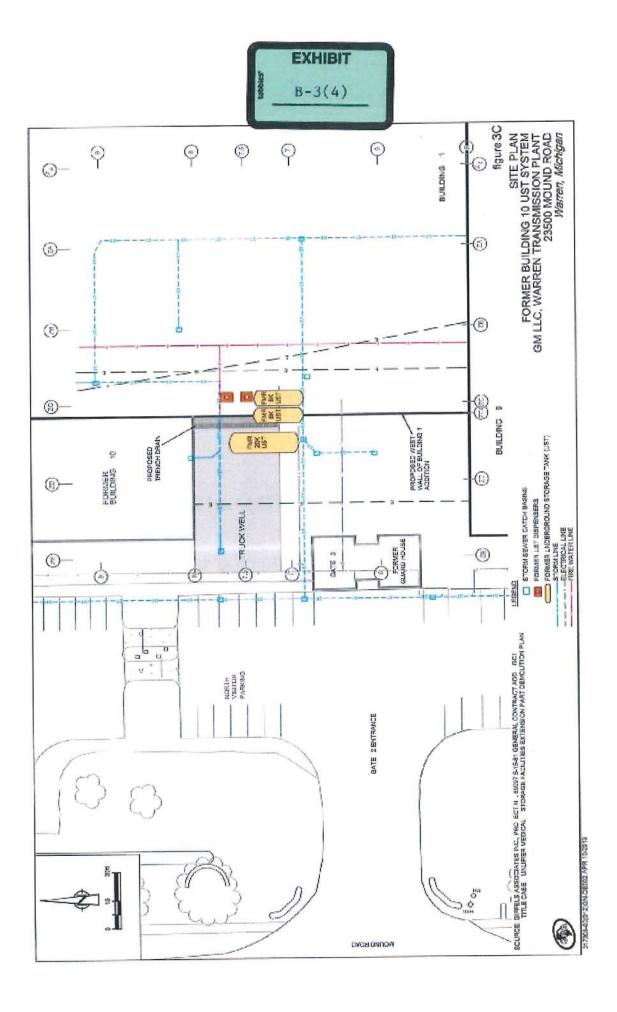


EXHIBIT C BROWNFIELD PLAN

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD REDEVELOPMENT PLAN WARREN TRANSMISSION REDEVELOPMENT PROJECT 23500 Mound Road

NP MOUND ROAD INDUSTRIAL, LLC c/o NorthPoint Development, LLC Attn: Christina Hubacek
Email: chubacek@northpointkc.com
4825 NW 41st Street, Suite 500
Riverside, MO 64150

December 17, 2021

Prepared by:

Jared T. Belka
Warner Norcross + Judd LLP
150 Ottawa Ave NW, Suite 1500
Grand Rapids, Michigan 49503
(616) 752-2447
jbelka@wnj.com

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN FOR THE NP MOUND ROAD INDUSTRIAL, LLC WARREN TRANSMISSION PLANT REDEVELOPMENT PROJECT

December 17, 2021

L PROJECT SUMMARY

The proposed project involves the redevelopment of the former General Motors Warren Transmission Plant located at 23500 Mound Road (the "Property") into approximately 1.4 million square feet of industrial space that will house multiple tenants (the "Project") by NP Mound Road Industrial, LLC (the "Developer"). The Project will include site improvements associated with parking, green space and storm water management. The Property encompasses approximately 117 acres.

The Project will include department specific activities, demolition, lead and asbestos abatement, site preparation, and infrastructure improvements. Demolition will begin in the fall of 2021 with construction beginning in fall 2022 and is estimated to be completed within approximately thirty-six (36) months. The Project's tenants are expected to create approximately 600+ full-time employees with average wages of approximately \$15/hr. Total capital investment in the Project is estimated to be approximately \$180+ million.

II. BASIS OF ELIGIBILITY

Subsurface investigation results of the Property identified various contaminants in the soil and groundwater at concentrations exceeding the EGLE Part 201 Generic Residential Cleanup Criteria ("GRCC") and EGLE VIAP screening levels. Therefore, the Property is considered an "eligible property" as defined in Act 381 of 1996, as amended, because the Property is classified as a "facility" under Part 201 of the Natural Resources and Environmental Protection Act, Act 451 P.A. 1994, as amended ("NREPA"). See <u>Figure 3</u> for a summary of contamination.

The Property consists of one parcel of property located at 23500 Mound Road (Tax Parcel No. 12-13-28-300-018 (includes current IFT parcel 12-98-72-011-190). See <u>Figure 1&2</u> for legal description, parcel size, and maps of the Property.

III. REQUIRED ELEMENTS OF A BROWNFIELD PLAN

1. A description of costs intended to be paid for with the tax increment revenues. (MCLA 125.2663(2)(a))

The Developer will seek tax increment financing ("TIF") from available local taxes, school operating taxes and state education tax millage for eligible activities at the Property, including department specific activities, demolition, lead and asbestos abatement, infrastructure improvements, brownfield/work plan preparation and development, and a 15% contingency totaling \$28,693,225.

Table 1 and 1a below presents estimated costs of the eligible activities for this Project that qualify for reimbursement from tax increment financing. Totals listed in the tables below may be allocated amongst the different categories without requiring an amendment to the Plan, subject to the maximum outlined in the Plan.

Task	Cost Estimate
Department Specific Activities	
- Site Investigations, Phase I, II and BEA	\$ 175,000
- Vapor Mitigation Systems	\$ 5,690,000
- Pond Liners	\$450,000
- Contaminated Soil Management	\$250,000
- Contaminated Groundwater and Storm Water Management	\$250,000
- Gasketing	\$750,000
- Surface Barrier Installation	\$1,150,000
- Oversight/Sampling	\$500,000
Sub-total	\$ 9,215,000
2. Contingency (15%)	\$ 1,382,250
3. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$ 22,500
TOTAL	\$ 10,619,750

Table 1a – MSF Eligible Acti	vities
Task	Cost Estimate
Lead & Asbestos Abatement	\$ 3,153,500
2. Demolition	\$ 9,368,000
3. Site Preparation	
- Geotechnical Engineering	\$ 65,000
- Mass Grading/Land Balancing	\$ 585,000
- Erosion Control	\$ 50,000
- Dewatering	\$ 25,000
- Sheeting and Shoring	\$ 30,000

Table 1a – MSF Eligible Activities	
Task	Cost Estimate
- Temporary Traffic Control	\$ 10,000
- Temporary Site Control	\$ 15,000
- Excavation for Unstable Material	\$ 125,000
- Backfill & Compaction	\$ 60,000
- Special Foundations	\$ 250,000
- Utility Relocation	\$ 100,000
Site Preparation Total	\$ 1,315,000
. Infrastructure Improvements	
- Street and Road Repair	\$ 225,000
- Striping	\$ 15,000
- Paving	\$ 225,000
- Curb and Gutter	\$ 70,000
- Utility Improvements	\$ 600,000
- Traffic Lane Improvements	\$ 475,000
- Signage and Landscaping	\$ 250,000
Infrastructure Improvements Total	\$ 1,860,000
Sub-total	\$ 15,696,500
5. Contingency (15%)	\$ 2,354,475
6. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$ 22,500
TOTAL	\$ 18,073,475

2. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

"Eligible activities" are defined in the Act as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Warren, the Act includes the following additional activities under the definition of "eligible activities": (A) infrastructure improvements that directly benefit eligible property; and (B) site preparation that is not a response activity under Part 201 of NREPA.

The cost of eligible activities are estimated in Table 1 above and include the following:

- 1. <u>Department Specific Activities</u>. Phase I and II Environmental Site Assessments and a Baseline Environmental Assessment will be completed on behalf of Developer. Additional site investigations and due care activities will be conducted, including vapor mitigation systems, chemical resistant storm water pond liners, contaminated soil management, contaminated groundwater and storm water treatment and management, chemical-resistant utility piping and gasketing, surface barrier installation, and oversight will be completed during the construction process.
- Lead and Asbestos Abatement. Due to the age of the buildings, it is expected that lead and asbestos materials may be encountered during the demolition process. Therefore, the proposed abatement costs will include proper assessment, removal and disposal of any materials encountered during the rehabilitation process. The cost includes the cost of the initial survey to determine the presence of materials required for abatement.
- 3. <u>Demolition</u>. The Property contains existing buildings with a total of approximately 2.1 million square feet, foundations, site improvements, utilities, etc. that will need to be demolished and removed from the site to prepare it for construction.
- 4. <u>Site Preparation.</u> Site preparation activities include mass grading and land balancing, dewatering, sheeting and shoring, staking, temporary erosion control, temporary traffic control, temporary site control, excavation for unstable material, fill material, compaction & sub-base, special foundations, geotechnical engineering, and utility relocation.
- 5. <u>Infrastructure Improvements</u>. Infrastructure improvements include street and road repair, striping, paving, curb and gutter, utility improvements, traffic lane improvements, signage and landscaping improvements in the public right of way.
- Contingency. A 15% contingency factor is included to accommodate unexpected conditions during the course of the Project.
- 7. Brownfield Plan/Work Plan Preparation, Development and Implementation.

 Costs incurred to prepare and develop this brownfield plan and proposed work plan, as required per Act 381 of 1996, as amended.
- 3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))

An estimate of real property tax capture for tax increment financing is attached as Table 2. The Plan assumes a 12yr PA 198 for the tenants and the impact is outlined in Table 2.

4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

The cost of the eligible activities included in the Plan will initially be paid for by Developer and they will seek reimbursement through available tax increment revenue during the term of the Plan.

5. The maximum amount of the note or bonded indebted indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))

No bonds or notes will be issued by the Authority for the Project.

6. The duration of the Plan, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local brownfield revolving fund or (2) 30 years. (MCLA 125.2663(2)(f)).

The duration of the Plan for the Project is estimated to be 30 years. It is estimated that redevelopment of the Property will be completed within thirty-six (36) months and that it will take up to 23 years of available capture to reimburse the eligible activities costs through tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. Therefore, the first year of tax increment capture will be 2022 (to the extent capture is available – current projections assume 1st year of capture is 2023 with 2024 reimbursement) and the Plan will remain in place until the Developer is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

7. An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Table 2.

- 8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCLA 125.2663(2)(h))
 - See legal description and site map in <u>Figure 1</u>.
 - b. The Property is a "facility". See the summary of contamination in <u>Figure</u> 3 for documentation of the Property's "facility" status.
 - c. <u>Characteristics of Property</u>: The Property opened in 1941 as a Navy ordnance plant operated by the Hudson Motor Car Co. Manufacturing operations

continued over the years as the GM Warren Transmission Plant until it closed in 2019. The facility reopened temporarily over the last year in order to manufacture facemasks during the COVID-19 pandemic.

- d. Personal property: New personal property added to the Property is included as part of the "eligible property" to the extent that it is taxable.
- 9. An estimate of the number of persons residing on each eligible property to which the Plan applies and the number of families or individuals to be displaced, if any. (MCL 125.2663(2)(i))

There are no persons currently residing on this Property and, therefore, no families or individuals will be displaced.

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

This section is inapplicable to this site as there are no persons residing on this Property.

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

This section is inapplicable to this site as there are no persons residing on this Property.

12. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable (MCLA 125,2663(2)(l))

This section is inapplicable to this site as there are no persons residing on this Property.

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

The community will benefit from the redevelopment and reactivation of the Property that will bring increased property taxes and job opportunities for area residents. The Project represents a significant investment in the City of Warren.

Figure 1

Property Description

Property Address: 23500 Mound Road, Warren, MI 48091

Tax Parcel No.: 12-13-28-300-018 (includes current IFT parcel 12-98-72-011-190)

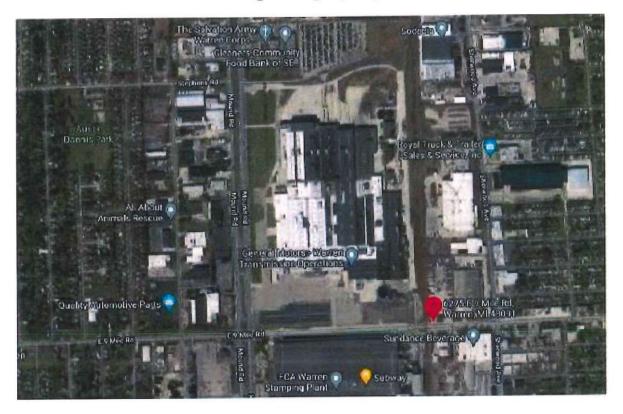
Legal Description: T1N, R12E, SEC 28; COMM AT SW 1/4 COR SEC 28; TH N89*36'30"E

102.0 FT; TH N 60.0 FT TO POB; TH N 2591.73 FT; TH N00*14'E 19.63 FT; TH S62*28'E 45.22 FT; TH S89*50'52"E 499.55 FT; TH N73*45'E 32.22 FT; TH N00*14'E 570.23 FT; TH S89*50'E 1199.91 FT; TH S00*11'E 3152.82 FT; TH S89*36'30"W 1783.39 FT TO POB; EXC. LOTS 12,13 & 14 OF A.P. NO 8 IN CITY OF CENTERLINE; 116.856

AC

Figure 2

Eligible Property Map



ArcGIS Web Map



Property Area Boundaries

0.15

0.07

0.3 km

Figure 3
Summary of Contamination

Summary of Soil Analytical Results (1992)

	V4-107-00-00-00-00-00-00-00-00-00-00-00-00-0			
Sample	Date of	Sample Depth	Amalysis	Compounds Exceeding the Parts 201/213 Cleanup
Location	Sample Callection.	*(feet-bgs)	Allaryon	Criteria/RBSLs and Screening Levels
	2200111000197152	7.0	Option of the Control	GSIP: cadmium, chromium
SB1		9.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
		7.0		GSIP: cadmium, chromium
SB2		11.0		GSIP: cadmium, chromium
		9.0		GSIP: cadmium, chromium
SB3		13.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium
		13.0		GSIP: cadmium, chromium
SB4		17.0		GSIP: cadmium, chromium
1 304		25.0		DWP (R/NR): chromium
				GSIP: cadmium, chromium
		7.0		GSIP: cadmium, chromium
SB5	•	19.0		GSIP: cadmium, chromium DWP (R/NR): chromium
523		25.0		GSIP: cadmium, chromium
				DWP (R/NR): chromium
		11.0		GSIP: cadmium, chromium
1				DWP (R/NR): chromium
SB6		13.0		GSIP: cadmium, chromium
				DWP (R/NR): cadmium
		25.0	BTEX, PNAs,	GSIP: chromium
		9.0	PCBs,	DWP (R/NR): chromium
	1-6-1992	9.0	chromium.	GSIP: cadmium, chromium
SB7		11.0	and lead	GSIP: cadmium, chromium
		25.0	1	DWP (R/NR): chromium
]		ļ	GSIP: cadmium, chromium
		7.0		GSIP: cadmium, chromium
SB8		11,0	4	GSIP: cadmium, chromium DWP (R/NR): chromium
1 550		25.0		GSIP: cadmium, chromium
		10.0	1	GSIP: cadmium
1		11.5	1	GSIP: cadmium
SB9		11,3	1	GSIP: naphthalene, cadmium, chromium
ļ		13.0		VIAP (R/NR): naphthalene
		5.5	1	GSIP: cadmium, chromium
SB10	1	7.0	1	GSIP: cadmium, chromium
3510		25.0	1	GSIP: cadmium
	1		1	DWP (R/NR): chromium
SB11		13.0		GSIP: cadmium, chromium
	1	7.0		GSIP: cadmium, chromium
SB12		10.0]	GSIP: cadmium, chromium
]	25.0		GSIP: cadmium, chromium
CB12	1	11.0	_	GSIP: cadmium
SB13		25.0	1	GSIP: cadmium
SB14		11.0		GSIP: cadmium

Sample Location	Date of Sample	Sample Depth	Analysis Compounds Exceeding the Parts 201/213 Cicanup Griteria/RBSLs and Screening Levels
	e Collection	15.0	GSIP: cadmium, chromium
ŀ	ļ	25.0	GSIP: cadmium, chromium
SB18	10-23-1992	7.0-9.0	DWP (R/NR): ethylbenzene GSIP: ethylbenzene DC (R): aroclor 1260 (PCB) TSCA Subpart D (R): aoclor 1260 (PCB) VIAP (R/NR): ethylbenzene
		5.0-7.0	GSIP: cadmium
SB20		7.0-9.0	GSIP: cadmium
SB21	1	4.0-6.0	GSIP: cadmium
SB22	12-31-1992	3.0-5.0	DWP (R/NR): chromium GSIP: cadmium, chromium,
SB23	†	2.0-4.0	GSIP: xylenes, cadmium
	1	3.0-5.0	GSIP: cadmium
\$B24		9.0-11.0	GSIP: cadmium

R: GSIP:

Groundwater Surface Water Interface Protection DWP:

VIAP: Volatilization to Indoor Air Pathway
TSCA: Toxic Substances Control Act

NR: Nonresidential

Drinking Water Protection

DC; Direct Contact
BTEX: benzene, toluene, ethylbenzene, xylenes

Summary of Soil Analytical Results (2005-2006)

Sample Boeation	Date of Sample Collection	Sample Depth- (teet bgs)	-Analysis	Compounds Exceeding the Parits 201/213 Cleanup Criteria/RBSEs and Screening Levels
		12,0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-1		18.0-20.0		DWP (R/NR): TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE DC (R): TCE Csat: TCE VIAP (R/NR): TCE
	2 45 2005	24.0-26.0	cis-1,2-DCE, trans-1,2-DCE,	DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
	3-17-2005	8.0-10.0	TCE, VC	DWP (R/NR): TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-2		14.0-16.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		20.0-22.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE

Sample Location	Date of Sample Gollection	Sample Depth * (teet bgs)	* : Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSEs and Screening Levels
GP-2 (duplicate)		14.0-16.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		2.0-4.0		DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-3		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: cis-1,2-DCE SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
.		12.0-14.0		DWP (R/NR): cis-11,-DCE, TCE, VC GSIP: cis-1,2-DCE, TCE SVII (R/NR): TCE VSI (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
		2.0-4.0		DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
	-	8.0-10.0	,	DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-4		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-5	3-18-2005	10-0-12.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-6		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: cis-1,2-DCE SVII (R): cis-1,2-DCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		14.0-16.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC VIAP (R/NR): cis-1,2-DCE, VC
		8.0-10.0		DWP (R/NR): TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-7		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
	4 18 3005	18.0-20.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
	4-18-2005	10.0-12.0	1	DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-8		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE

Sample Tocation	Date of Sample	Sample Depth	Analysis	Compounds Exceeding the Parts 201/243 Cleanup Criteria/RBSLs and Screening Levels
	Collection	14.0-16.0		DWP (R/NR): TCE, VC GSIP: TCE, VC SVII (R): VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-8 (duplicate)		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		8.0-10.0	:	DWP (R/NR): TCE GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-9	į	10-0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
	-	12.0-14.0	•	DWP (R/NR): VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, VC
	į	14.0-16.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-10		12.0-14.0		DWP (R/NR): VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, VC
		8.0-10.0		DWP (R/NR): cis-1,2-DCE, TCE SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-11		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
		16.0-18.0		DWP (R/NR): VC VIAP (R/NR): VC
	4-19 -200 5	10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-12		12,0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
		14.0-16.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-12 (duplicate)		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: TCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP17-06		10.0-12.5		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP18-06	1-26-2006	10.0-12.5	VOCs	DWP (R/NR): TCE VIAP (R/NR): TCE
GP19-06		12.5-15.0		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE, VC

Sample Bocation		Sample ? Depth: (feetbgs)	Compounds Exceedings the Parts 201/213 Analysis Cleanup Criteria/RBSLs and Screening s Lievels
GP20-06		10.0-12.5	DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP22-06		10.0-12.5	DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE, VC
GP23-06	1-27-2006	12.5-15.0	VIAP (R/NR): cis-1,2-DCE
GP26-06		12.5-15.0	DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP26-06 (duplicate)	1-28-2006	12.5-15.0	DWP (R/NR): cis-1,2-DCE, TCE, VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP30-06		5,0-7.5	DWP (R/NR): TCE VIAP (R/NR): TCE

R: Residential

GSIP: Groundwater Surface Water Interface Protection DWP:

SVII: Soil Volatilization to Indoor Air Inhalation

VIAP: Volatilization to Indoor Air Pathway

DC: Direct Contact
TCE: Trichloroethylene

Trichloroethylene

NR: Nonresidential Drinking Water Protection

VSI: Ambient Air Volatile Soil Inhalation

Csat: Soil Saturation Concentration

DCE: Dichloroethylene VC: Vinyl chloride

Summary of Soil Gas Analytical Results (2006-2009)

Sample Documon	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Screening Levels.
	10-17-2006		NATIONAL DESCRIPTION OF THE PROPERTY OF THE PR	VIAP (R/NR): cis-1,2-DCE, TCE
VP-1S	1-27-2009	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-1D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VIVID	1-27-2009	4.5 5.6		VIAP (R/NR): cis-1,2-DCE, TCE
VP-2S	7-13-2006	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-23	10-17-2006	0.5-1.0		VIAP (R/NR): benzene, cis-1,2-DCE, PCE, TCE
	7-13-2006			VIAP (R/NR): cis-1,2-DCE, TCE
VP-2D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
VP-3S	10-17-2006	0.5-1.0	you.	VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006	1.1	VOCs	VIAP (R/NR): cis-1,2-DCE, TCE
VP-3D	1-27-2009	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
	10-17-2006	0.5.1.0		VIAP (R/NR): chloroform, cis-1,2-DCE, TCE
VP-4S	1-27-2009	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-4D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-5D	11-1-2006	0.5-1.0		VIAP (R/NR): TCE
VP-8D	7-10-2008	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
			1	VIAP (R/NR): TCE
MW-1	7-10-2008	6.0-16.0		VIAP (R/NR): cis-1,2-DCE, TCE, VC
<u> </u>	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE

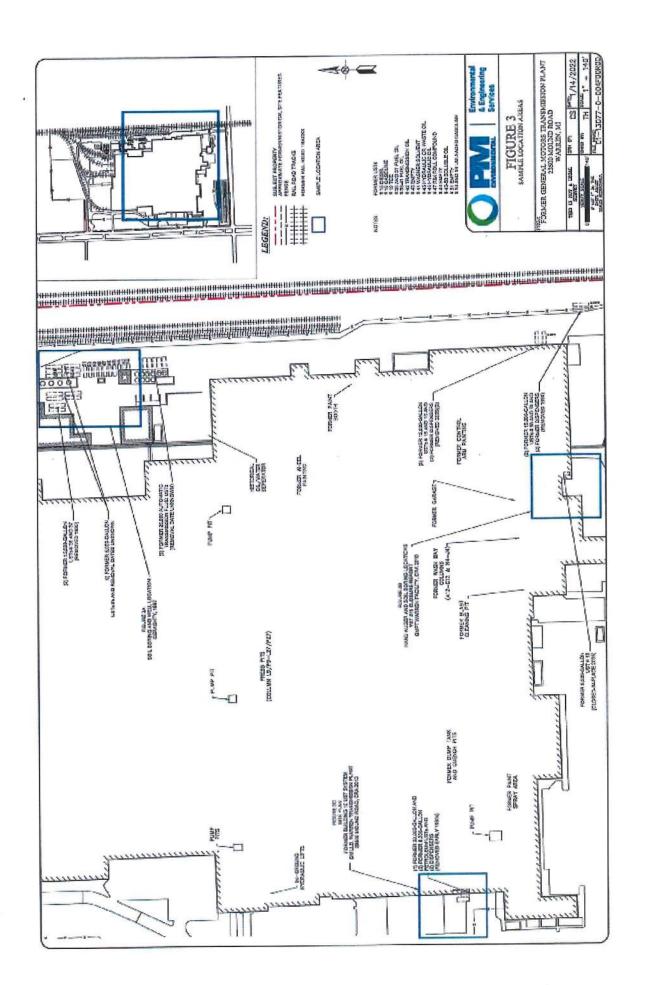
R: Residential

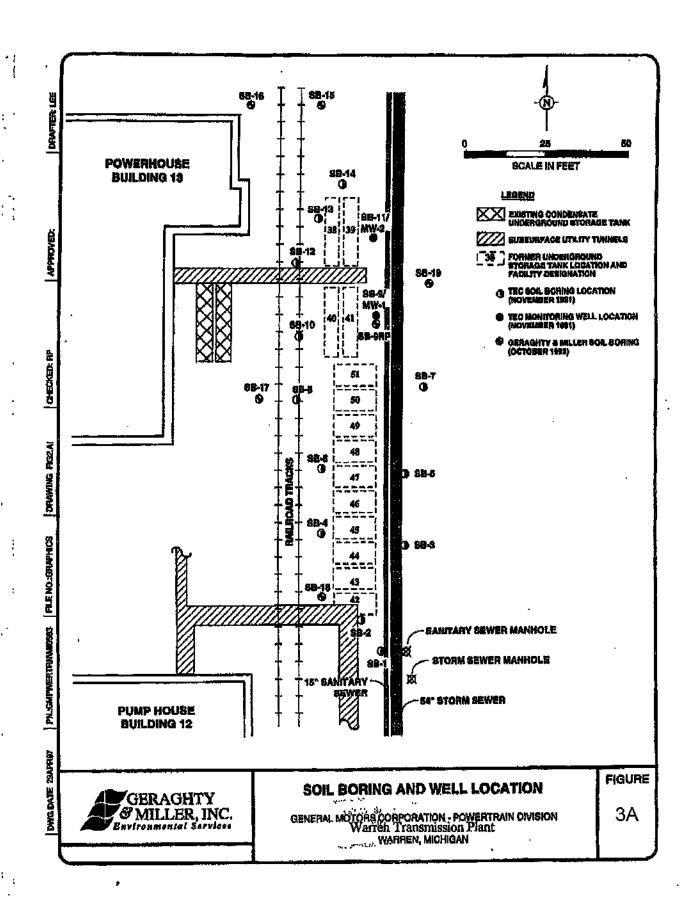
VIAP: Volatilization to Indoor Air Pathway

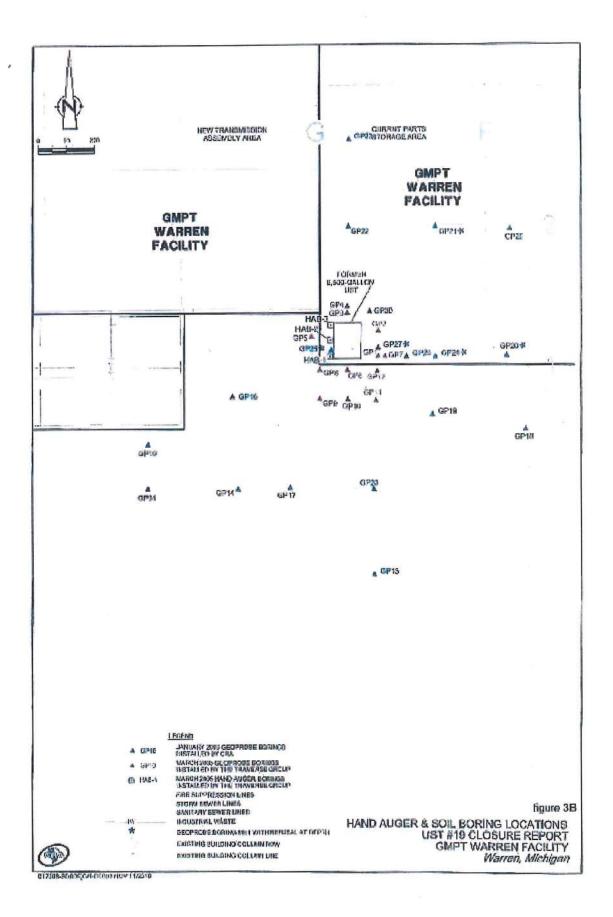
TCE: Trichloroethylene

NR: Nonresidential DCE: dichloroethylene

PCE: Tetrachloroethylene







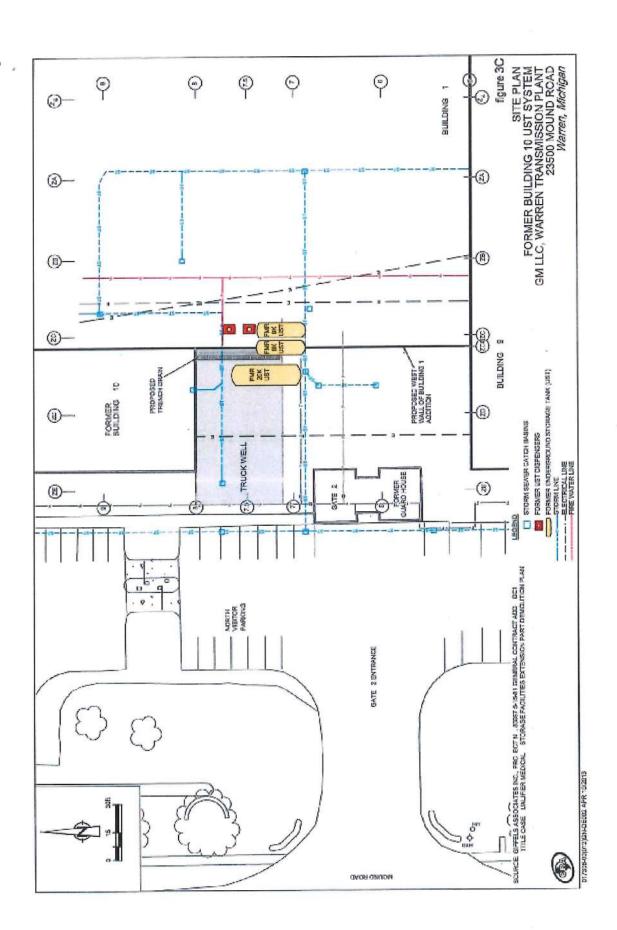


Table 2

TIF Table

Tax increment Francing Reimbursement Table formar Warren Transmission Plant Warren, Michigan December 17, 2011

	Developer Mondmon			School & Local	toci-ony	7					1	and Control	3	100 000 000			
	Hemourners and American		To EN	S 10.086.340	40	1.00	_	Estimat	Estimated Total	Γ	2	Agministrative Fees	5	326,756			
	Leesl			15,388,885	3,125,000	\$ 18,608,985		Year	Years of Plan.	30	State	State Beaching Fund	2 5	\$ 2556,662			
	TOTAL			\$ 25,673,225		\$ 23,699,225					1981		3.9	9,305,023			
	TOI			5 14,153,475		\$ 14,053,475											
	557			S 10,819,750		\$ 25,619,750		1		9							
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Corporate Headquarters Lansing, Michlgan 3340 Ranger Road, Lansing, Mi 48906 ft 877.884.6775 ft 517.321.3331 Michigan Locations
Berkley Bay City
Grand Rapids Lansing
Oak Park

VIA ELECTRONIC MAIL TO: TBOMMARITO@CITYOFWARREN.ORG

March 30, 2023

Mr. Tom Bommarito City of Warren Brownfield Redevelopment Authority (BRA) 1 City Square, Suite 215 Warren, Michigan 48093

RE: Review of the Reimbursement Request for the Former Hatsig Junior High School Located at 8525 Cole Street, Warren, Michigan Review #1

Dear Mr. Bommarito

PM Environmental (PM) has completed a review of the Reimbursement Request submitted to the City of Warren on October 11, 2022. The request was submitted under the amended Brownfield Plan approved for the property located at 8525 Cole Street, Macomb County, Michigan. This request was submitted by Associated Environmental Services, LLC (Associated) on behalf of Cole Street Investments, LLC (the "Developer"), which corresponds to the entity approved under the Brownfield Plan and Reimbursement Agreement.

The expenses submitted total \$530,447.98. The maximum amount approved in the brownfield plan for this site was \$4,788,861.

PM was provided the following documents for review.

- Reimbursement Request and associated invoices and proof of payments submitted October 11, 2022.
- Local amended Brownfield Plan, dated June 22, 2020
- Development and Reimbursement Agreement dated March 25, 2022

The approved amended Brownfield Plan acknowledges intention to pursue Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Economic Development Corporation/Michigan Strategic Fund (MEDC/MSF) approvals of Act 381 Work Plans. However, approval was not sought. The approved amended Brownfield Plan includes provision in this instance to allow for reimbursement of eligible activities from the Local Taxes only, extension of the repayment period as necessary without additional vote from the BRA or City Council. The Developer is eligible for reimbursement in full via local taxes.

On November 30, 2022, PM requested additional proof of payment documentation, as well as documentation of eligible activities and associated proof of payment.

In response, on January 3, 2023, Associated provided additional information to supplement the original reimbursement request. The additional information included:

Proof of payment for Blue Star – check stub 1145 dated 06/18/22

- Macomb County Invoice for Soil Erosion Permit and cancelled check dated between 02/09/22 and 02/10/22
- Gateway Engineering invoice and check stub for staking related to erosion control dated between 04/04/22 and 04/12/22
- Associated invoices 21-2442 and 22-2710 and written confirmation all Associated invoices have been paid in full.

In response, on March 24, 2023, Associated and Schafer Development provided additional information to supplement the original reimbursement request. The additional information included:

- Federal Rent A Fence cancelled check
- Associated Environmental ledger of payments

PM has prepared a review of the Reimbursement Request with respect to both the original and additional information provided.

The recommended amount for approval under this Reimbursement Request review totals \$528,703.48. A summary has been provided below that outlines the eligible activities as approved under the Brownfield Plan and the activities submitted for reimbursement along with a determination of their eligibility.

Local Activities

<u>Demolition</u>

The approved Brownfield Plan included up to \$608,000 in eligible expenses related to Demolition, including Demolition Engineering, Design and Management Bid Specifications and Bid Evaluation, Demolition Related Site Security and Fencing, Demolition Project Management and Supervision, Demolition of Building and Pavement (including demolition and disposal, utility disconnect and removal), and Demolition of Infrastructure related activities.

The Reimbursement Request included a request for \$259,781.68 for Building and Pavement Demolition, Demolition Related Site Security, and Demolition engineering.

Of the total request, \$1,744.50 was found ineligible under Act 381 due to being a permit fee. \$8,037.18 was re-categorized as eligible as Site Preparation activities.

The remaining \$250,000.00 was determined to be eligible and sufficient proof of payment documentation was provided.

Detail of PM's review of each individual invoice is included within the attached tables.

<u>Abatement</u>

The approved Brownfield Plan included up to \$375,000 in total in eligible expenses related to "Lead, Asbestos, and Mold Abatement" including Pre-demolition Hazardous Materials Environmental Assessment, Bid Specs and Bid Evaluation, Lead, Asbestos, and Mold Abatement Consulting, Project Management, Design & Planning, and Air Monitoring, Site Security (related to Abatement), and Pre-demolition Asbestos, Lead, and Hazardous Materials Abatement.

Review of the Reimbursement Request for the Former Hatsig Junior high School Located at 8525 Cole Street, Warren, Michigan PM Project 01-14482-0-0001, March 23, 2022

The Reimbursement Request included invoices totaling \$238,800.00 associated with these line items. PM reviewed each activity against the approved Amended Brownfield Plan to verify eligibility.

The full \$238,800.00 was determined to be eligible and sufficient proof of payment documentation was provided.

Detail of PM's review of each individual invoice is included within the attached tables.

Site Preparation

The approved Brownfield Plan included up to \$1,036,340.00 in eligible expenses related to Site Preparation activities, including geotechnical testing and evaluation, removal or unsuitable soils and backfill, soil excavation, transport, and disposal, site preparation related work plans, engineering, project management, specifications, and reports, rough grading, debris removal, finish grading, and specialized foundations.

The Reimbursement Request did not include a request for reimbursement under site preparation, however PM identified two invoices in the amount of \$8,037.18 that best fit this category. Invoices reflected staking related to temporary soil erosion measures and temporary site control.

PM reviewed each activity against the approved Brownfield Plan to verify eligibility. The full \$8,037.18 was determined to be eligible and sufficient proof of payment documentation was provided.

Brownfield Plan and Act 381 Work Plan Preparation

The approved Brownfield Plan included up to \$30,000 in eligible expenses related to "Brownfield Plan, Act 381 Work Plan, and Related Documents".

The Reimbursement Request included invoices for \$31,866.30 associated with this line item which were determined to be eligible.

PM recommends full reimbursement of these activities including a partial reimbursement of \$1,866.30 utilizing the 15% contingency.

Detail of PM's review of each individual invoice is included within the attached tables, including the amount taken from contingency.

Summary of Findings and Recommendations

It was determined that all information provided, following the above exceptions, meets the requirements of the reimbursement agreement. However, upon the City's discretion or as a result of an auditor additional documentation may be requested to ensure proof of payment is documented for all individual invoices.

The attached tables include a summary of PM's recommendations, and detailed review by Pay Request for ease of reference against the Reimbursement Request.

Please feel free to contact our office if you have any questions or need additional information.

Review of the Reimbursement Request for the Former Hatsig Junior high School Located at 8525 Cole Street, Warren, Michigan PM Project 01-14482-0-0001, March 23, 2022

Sincerely,

PM ENVIRONMENTAL, a Pinchin company

Ginny Dougherty

Project Consultant – Brownfield and Economic Incentives ginny.dougherty@pmenv.com

248-414-1436

Appendix A:

PM Environmental Reimbursement Review

Appendix B:

Supplemental Information provided by Developer

Appendix A



PM Environmental, a Pinchin company Review of Raimbursement Request #01 8525 Cole Street, Warren, Michigan

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	\$ 1,516.20 \$ 1,866.30	\$30,000 kmit, remaining allocated to contingency.
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\$ 528,703.46		1

a		_
	Total	4,260,157.52
	Contingency.	\$ 618,854.70 \$
	Brownfield Plan and Work Plan Plan Plan	\$
	She Prep.	1,028,302.62
The second of the second	piniserini	\$ 1,394,800.00 \$
	Abatement	136,200.00
	Demoition	358,000.00
	Department Specific	678,500.00
	Pre-approved activities	45,500.00 \$

Appendix B



Fwd: New payment request from Gateway Engineering & Surveying, INC. - invoice 19-0512-5

From: Timothy Gordon (alinoconst@comcast.net)

ি tlabret@yahoo.com

Date: Friday, April 8, 2022, 06;50 AM EDT

1/2/22

Good morning Tom, this is the invoice we talked about. Ok for payment

----- Original Message ------

From: "Gateway Engineering & Surveying, INC." <quickbooks@notification.intuit.com>

To: alinoconst@comcast.net Cc: joe@gatewayengineer.com Date: 04/04/2022 3:42 PM

Subject: New payment request from Galeway Engineering & Surveying, INC. - invoice 19-0512-5

INVOICE 19-0512-5 DETAILS



Galeway Engineering & Surveying, INC,

DUE 05/04/2022

\$1,515.00

Personalis Pag

Powered by QuickBooks

Dear Mr. Tim Gordon,

Please find attached PDF file of the Invoice for the above referenced

project and remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

If you have any comments, questions or concerns, please feel free to contact me at the office.

THANKS,

Deanna Vaglica, Director

Gateway Engineering & Surveying, INC.

Bill to

Mr. Tim Gordon American Steel

Cole Street Investments, LLC.

2669 Gratiot Detroit, MI 48207

Terms

Net 30

Job location

8525 Cole Drive

4/12/22, 11:34 AM

04/04/2022

Engineering Services

\$360.00

Point Creation

4 X \$90.00

04/04/2022

Engineering Services

\$1,155.00

Stakeout - silt fence -

7 X \$165.00

Balance due \$1,515.00

Review and pay

Gateway Engineering & Surveying, INC.
8155 Annsbury Suite 109 Shelby Township, MI 48316 US

(586)786-5533 deanna@gatewayengineer.com

www.gatewayengineer.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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COLE STREET INVESTMENTS LLC

04/12/2022

Gateway Engineer and Surveying

19/0512/5

1,515.00

1,515.00

1139

1,515.00

Cole Street Investments LLC

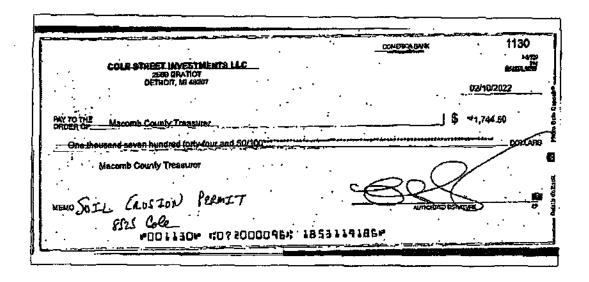
COLE STREET INVESTMENTS LLC

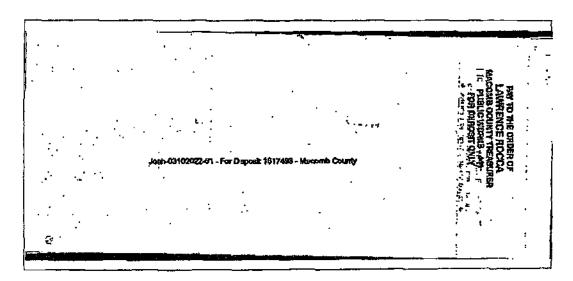
04/12/2022

Gateway Engineer and Surveying 19/0512/5

1,515.00

Cole Street Investments LLC





Posted : 03/14/2022 Bank : 00000002 R/T : 7200009

R/T : 7200009
Account : 1853119186
Check : 1130
Amount : 1744,50

DIN :970134631

From:

noreply@macomb.org

To:

Spencer Schafer; zt7170@aol.com; alinoconst@comcast.net

Subject:

Macomb County Public Works - Fees Due for Record: Village at the Park Apartments

Date:

Wednesday, February 9, 2022 3:09:22 PM

Hello,

Your recent submittal has been accepted but in order to proceed with your review/permit process your fees of (\$1744.50) must be paid. Should you have any questions, please feel free to contact this office at (586) 469-5327.

If you have an online portal account your fees can be paid at your convenience online.

Additional Comments:

Thank You.

Jessica Hicks

Jessica.Hicks@macombgov.org

(586) 307-8211

Macomb County Public Works

21777 Dunham Road,

Clinton Township, MI 48036

Associated Environmental Services, LLC Customer QuickReport

All Transactions

Туре	Date	Num	Memo	Account	Clr	Split	Amount
Cole Street Investment	t. L.L.C.						
20190415D1.01R Br		reet					
Task 1 Brownfile	eld Plan Prep - Col	e Street					
Invoice	09/07/2019	19-2225		Accounts Receivable		Nicticlas Malgot	1,375.00
Invoice	10/05/2019	19-2235		Accounts Receivable		-SPLIT-	660.00
Invoice	10/27/2019	19-2245		Accounts Receivable		-SPLIT-	2,884.00
Invoice	03/05/2020	20-2292		Accounts Receivable		-SPLIT-	1,842.50
Paymen!	03/24/2020	1065		Chase Checking - 97254	X	Accounts Recei	1,842.50
Involce	06/27/2020	20-2318		Accounts Receivable		-SPLIT-	3,575.00
Invoice	08/2/2/2020	FC 445	Finance Charge	Accounts Receivable		-SPLIT-	387.42
Invoice	10/21/2020	20-2362		Accounts Receivable		-SPLiT-	605.00
Invoice	15/16/2020	FC 461	Finance Charge	Accounts Receivable		-SPLIT-	242.14
Payment	11/25/2020	1087		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Rece:	5,526.30
Invoice	02/13/2021	FC 477	Finance Charge	Accounts Receivable		-SPLIT	26.55
Invoice	09/18/2021	21-2552		Accounts Receivable		·SPLIT-	605.00
Payment	10/13/2021	1118		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Recei	605.00
Task 2 - Brownfi	ield Consulting- Co						
Invoice	07/06/2019	19-2198		Accounts Receivable		-SPLIT-	1,564.80
Invoice	09/07/2019	19-2226		Accounts Receivable		-SPLIT-	137.50
Invoice	10/05/2019	19-2236		Accounts Receivable		-SPLIT-	330.00
Invoice	10/27/2019	19-2246		Accounts Receivable		Nicholas Maloof	55.00
Invoice	06/27/2020	20-2319		Accounts Receivable		-SPLIT-	82.50
Invoice	08/22/2020	FC 446	Finance Charge	Accounts Receivable		-SPLIT-	10.42
Invoice	10/21/2020	20-2363	-	Accounts Receivable		-SPLIT-	1,787.50
Invoice	11/08/2020	20-2331		Accounts Receivable		-SPLIT-	1,072.50
Invoice	11/16/2020	FC 462	Finance Charge	Accounts Receivable		SPLIT	32.98
Discount	12/05/2020			Accounts Receivable		Minor A.R and	-43.40
Invoice	.02/13/2021	FC 475	Finance Charge	Accounts Receivable		-SPLIT-	131.55
Invoice	03/06/2021	21-2442		Accounts Receivable		-SPLIT-	55.90
Invoice	07/10/2021	21-2524		Accounts Receivable		-SPLIT-	220.00
Payment	07/29/2021	1105		Chase Checking - 97254	×	Accounts Recei	220.00
Invoice	09/16/2021	21-2563		Accounts Receivable		-SPLIT-	495.00
Invoice	03/12/2022	22-2620		Accounts Receivable		-SPLIT-	2,365.00
Peyment	03/23/2022	1133		Filth Third Bank-Checking 48406 (Checking account)	×	Accounts Recei	2,365.00
Invoice	04/09/2022	22-2650		Accounts Receivable		-SPLIT-	247,50
Payment	04/25/2022	1140		Chase Checking - 97254	×	Accounts Recei	247,50
Invoice	09/30/2022	FC 514	Finance Cherge	Accounts Receivable		-SPLIT-	15.54
Invoice	10/09/2022	22-2710		Accounts Receivable		-SPLIT-	3,382.50
Task 2a- Act 381	1 Work Plan - Cole	St					
Invoice	09/18/2021	21-2576		Accounts Receivable		-SPLIT-	467.50
Invoice	10/09/2021	21-2578		Accounts Receivable		-SPLIT-	5,032.50
Invoice	11/14/2021	21-2586		Accounts Receivable		-SPLIT-	2,062.50
Payment	11/29/2021	1122		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Recei	2,062.50
Invoice	12/04/2021	21-2595		Accounts Receivable		SPLIT	495.00
Payment	12/13/2021	1127		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Recer	495.00
Invoice	12/18/2021	21-2606		Accounts Receivable		-SPLIT-	467.50
Payment	01/12/2022	1128		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Recei	467,50
	atement - Cole St						
Estimate	06/15/2019	160		Estimales		Consulting Inco	4,500.00
Task 5 MDEQ/M	EDC/CRP - Cole St						
Estimale	06/15/2019	161.		Estimates		Consulting Inco	4,500,00
. Cole Street Investm							
Payment	06/18/2019	1038		Fifth Third Bank-Checking 48406 (Checking account)	X	Accounts Recei	5.000.00
Payment	08/11/2021	1106		Fifth Third Bank-Checking 48406 (Checking account)	×	Accounts Recei	3,629,05
Payment	09/27/2021	1115		Fifth Third Benk-Checking 48406 (Checking account)	X	Accounts Recei	962.50
Payment	12/06/2021	1126		Fifth Third Bank-Checking 49406 (Checking account)	X	Accounts Recei	5,032.50
Payment	10/24/2022	1152		Filst Third Bank-Checking 48406 (Checking account)	×	Accounts Recei	3,437,50

1:32 PM 03/24/23 Accrual Basis

Associated Environmental Services, LLC Customer Open Balance All Transactions

Date Due Date Open Balance Amount Type Num Memo TOTAL

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN AMENDMENT #1

PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 13041 TEN MILE ROAD WARREN, MICHIGAN

May 8, 2023

Approved by BRA: Approved by City Council:

Prepared on Behalf of:

Macomb South SOM, LLC 30078 Schoenherr Road, Suite 300 Warren, Michigan 48088 Contact Person: Mr. Lorenzo Cavaliere Telephone: (586) 563-1500

Prepared By:

PM Environmental, a Pinchin Company 4080 West Eleven Mile Road Berkley, Michigan 48072 Contact Person: Ryan Higuchi Telephone: (248) 414-1432



Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 8, 2023

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APPENDICIES

Appendix A	Legal Description
Appendix B	Eligible Property Location Map
Appendix C	Site Plans and Renderings
Appendix D	Documentation of Eligibility

TABLES

Table 1	Eligible Activity Cost Schedule
Table 2	Tax Increment Revenue Capture Estimates
Table 3	Tax Increment Reimbursement Estimates

PROJECT SUMMARY

Project Name:

Proposed Office and Multi-Residential Development

Brownfield Plan Amendment #1

Applicant/Developer:

Macomb South SOM, LLC

Project Location:

The property is located at 13041 Ten Mile Road in Township one north (T.1N), Range twelve east (R.12E), Section 23, Warren, Macomb County Michigan 48089 (the "Property").

Type of Eligible Property:

The property is determined to be "Blighted", or "Adjacent and

Contiguous".

Eligible Activities:

Work Plan Exempt Activities (Pre-Approved Activities), Demolition, Infrastructure Improvements, Site Preparation, and

Preparation of a Brownfield Plan.

Developer Reimbursable

Costs:

Request for an additional \$1,662,526 (includes eligible activities and 15% contingency). Original Brownfield Plan was approved in an amount not to exceed \$1,194,025 (including

eligible activities and a 15% contingency)

Length of Developer Reimbursement:

Estimated 11 Years from start of capture

Project Overview:

This Brownfield Plan Amendment #1 replaces the Original Brownfield Plan and adds an additional parcel to the Brownfield Plan to facilitate the second phase of the project. Phase II includes the construction 13 multi-family apartment buildings that includes 132 one-bedroom apartments and 132 two-bedroom apartments. Also included are six buildings that will accommodate 40 three-bedroom townhome apartments,

78 on-site storage units, parking, and a clubhouse.

Estimated Capital

Investment:

Approximately \$5.5 million for Phase I and \$38.3 million for

Phase II (including Hard and Soft Costs)

Estimated Job Creation:

It is estimated that 200 construction jobs will be created.

I. INTRODUCTION AND PURPOSE

In order to promote the development of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Warren ("the City"), the City has established the Warren Brownfield Redevelopment Authority (WBRA) the "Authority" pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381").

On October 8, 2019, the governing body (as defined by Act 381) approved a brownfield plan identified as the Brownfield Plan for the Proposed Office Development (the "Original Plan") for the Property (as defined in Section II(A) herein). This purpose of this amendment is to add Phase 2 of the project which includes 13 multi-family apartment buildings, 6 townhome apartment buildings, and individual storage units. Phase 2 of development will incur additional eligible activity costs for the overall project. To complete Phase 2 and account for the related increase in brownfield Eligible Activities, an amendment to the Original Plan is required.

The purpose of this Brownfield Plan (the "Plan") is to amend, restate, and replace in its entirety the Original Plan, upon approval by the governing body. This Plan shall promote the redevelopment of and investment in the eligible "Brownfield" Property within the City and to facilitate reimbursement of eligible activities at the Brownfield. By facilitating redevelopment of the Brownfield, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the requirements and purposes of Act 381.

This Plan contains information required by Section 13(2) of Act 381, as amended. The applicable sections of Act 381 are noted throughout the Plan for reference purposes. All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

I.a. Property Description

The Eligible Property approved within the Original Plan consists of four (4) legal parcels spanning approximately 19.807 acres, with a street address of 13041 Ten Mile Road, Warren, Macomb County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the "subject property."

The subject property is located off the Ten Mile Road corridor, bounded by residential properties to the north and west, commercial uses to the east, and the Ten Mile Road corridor to the south. Individual parcel information is outlined below.

Pagente release	Parelle	क्षीत्रामध्यक्ष्यक्ष्यक्ष्यक्ष्यक्ष्यक्ष्यक्ष्यक्	aligibility.
	- Gièlle ∆=7borox&	ji≓qwafie ii eai	GSIS.
13041 Ten Mile Road	12-13-23-451-004*	10.377 acres	"Blighted"
13041 Ten Mile Road	12-13-23-451-005*	4.830 acres	"Blighted"
No Address	12-13-23-476-011	4.2 acres	"Adjacent and Contiguous"
No Address	12-13-23-476-012	0.4 acres	"Adjacent and Contiguous"

^{*}child parcels of 12-13-23-451-003

All parcels are zoned Planned Unit Development (PUD), with Parcel 12-13-23-451-005 occupied by the previously approved and completed office building.

Standard and other historical sources were able to document that the subject property was developed prior to 1940 with two residential dwellings and associated outbuildings in the southern portion. The northern and central portions were utilized for agricultural purposes. The dwellings and outbuildings were demolished in the early 1960s and agricultural activities ceased in the early 1970s. The Property has existed as vacant land since the early 1970s.

The subject property's legal description is included in Appendix A. Property location maps are included in Appendix B.

I.b. Basis of Eligibility

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because it (a) it is located within the City of Warren, a qualified local governmental unit under Act 381; (b) the Property is determined to be "blighted" as defined by Act 381; and (c) includes parcels that are adjacent or contiguous and is estimated to increase the captured taxable value of that property.

Additional information regarding the subject property's eligibility is included within section II.h and documentation of eligibility is included within Appendix E.

I.c. Project Description

Macomb South SOM, LLC is the project developer ("Developer") and property owner and is an affiliate of Legacy Construction Group LLC (Legacy Construction). Legacy Construction is a Warren-based construction company that specializes in commercial and residential developments. The proposed project outlined within this plan is part of Legacy Construction's continued efforts to invest and further expand within the City.

The Original Brownfield Plan, approved by the WBRA in 2019 entailed the construction of 40,000 square foot office building. The initial phase of construction, "Phase 1", is complete. This Brownfield Plan Amendment adds Phase 2 of development which involves the construction 13 multi-family apartment buildings that includes 132 one-bedroom apartments (627–740 square feet) and 132 two-bedroom apartments (830-1,005 square feet). Also included are 6 building that will accommodate 40 three-bedroom townhome apartments (2,210-2,640 square feet), 78 onsite storage units, parking, and a clubhouse. The remainder of the subject property will consist of communal greenspace, a dog park, walkways, parking, and stormwater management.

New construction is anticipated to begin in the summer of 2023 and be completed by fall 2025. By the end of Phase 2, Macomb South SOM, LLC will have invested an estimated \$43.5 million in the development and create approximately 200 construction jobs.

Preliminary site plans and renderings are included in Appendix D.

II. GENERAL PROVISIONS

II.a. Description of Costs to be Paid for with Tax Increment Revenues (Section 13 (2)(a))

Tax Increment Financing revenues will be used to reimburse the costs of "Eligible Activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include:

- Work Plan Exempt Activities
- Infrastructure Improvements
- Site Preparation Activities
- Preparation and Implementation of a Brownfield Plan and/or Act 381 Work Plan

A 15% Contingency has also been calculated and included within this Brownfield Plan. Tax Increment Revenues are also projected to be captured for BRA administrative fees, and capture for the State Brownfield Fund (Section 13B(14).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be reimbursed with tax increment revenues captured from the subject property are shown in the attached Table 1.

The Eligible Activity cost estimates may increase or decrease depending on the nature and extent of unknown conditions encountered. If the total cost of eligible activities as described within this Plan is not exceeded, line-item categories and costs of eligible activities may differ from what is included within this Plan, to the extent the adjustments do not violate the terms of Act 381.

II.b. Brief Summary of the Eligible Activities that are Proposed (Section 13 (2)(b))

- 1. Work Plan Exempt Activities include a Phase I Site Assessment (ESA), required as part of the pre-purchase due diligence conducted on the property.
- 2. Infrastructure Improvements that include curbs and gutters, sidewalk improvements, paving of approaches within the public right-of-way, improvements to public storm sewers, extension of sanitary sewers and watermains.
- Site Preparation Activities that include temporary construction access roads, traffic
 control, erosion control, and facilities, grading, staking, geotechnical engineering that
 includes the investigation of existing subsurface conditions, clearing and grubbing,
 excavation of unstable material, fill relating to other eligible activities, and cut and fill
 operations.

- 4. Preparation of the Brownfield Plan) and associated activities (e.g. meetings with BRA, review by City Attorney etc.).
- 5. Implementation of the Brownfield Plan.
- 6. A 15% contingency is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Work Plan Exempt Activities and the preparation and implementation of the Brownfield Plan.
- Costs for administrative fees.

The Original Plan approved a total not-to-exceed amount of \$1,194,025, including a 15% contingency. However, the total amount of eligible activities requested for reimbursement under Phase 1 of the project (the Original Plan) is \$681,424.

The total amount of eligible activities estimated for Phase 2 of the project is \$2,075,034, including a 15% contingency.

Therefore, the total not-to-exceed amount subject to reimbursement under this Plan is \$2,856,551 unless the Plan is amended and approved by the WBRA and City Council.

II.c. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c))

The costs of eligible activities included in and authorized by this Plan will be reimbursed with incremental local tax revenues (as applicable) generated by the subject property and captured by the WBRA, subject to any limitations and conditions described in this Plan, and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

The initial ("base") taxable value of the subject property shall be determined by use of the 2020 tax year tax value, which is \$506,350. Tax increment revenue capture began in 2021. The estimated taxable value of the completed development is \$12,888,000 with full project completion by 2025. An annual increase in taxable value of 1.5% has been applied to account for future tax increments in this Plan. Table 2 details the estimated available tax increment revenues for each year of the Plan. The actual taxable value will be determined by the authorized assessor.

The WBRA will capture \$5,000 of total tax increment revenues on an annual basis for administrative fees, which is estimated to be \$55,000.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized in Section II.h.

II.d. Method of Financing Plan Costs and Description of Advances by the Municipality (Section 13 (2)(d))

Eligible activities will be financed by Macomb South SOM, LLC. The Developer will be reimbursed for eligible costs as described in Section IIc and outlined in Table 1. Costs for Eligible

Activities funded Macomb South SOM, LLC will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the subject property.

No advances will be made by the WBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

II.e. Maximum Amount of Note or Bonded Indebtedness (Section 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

Il.f. Duration of the Brownfield Plan (Section 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Original Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The subject property will become part of this Plan on the date this Plan is approved by the City of Plymouth City Council.

II.g. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Section 13 (2)(g))

A summary of the total amounts estimated to be generated and preserved for taxing units during the life of the Plan are outlined below.

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Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 8, 2023

Millage	Rate	Developer Reimbursement	Admin. Fee	Local Brownfield Revolving Fund (10% Pass-Through)	State Brownfield Fund	Taxes Preserved for Taxing Unit	Totals
State Education Tax (SET)	0000.9	\$228.25	0\$	\$0	\$2,320.95	\$27,342.90	\$29,892.10
School Operating Tax	18.0000	\$684.74	\$0	0\$	\$0	\$82,028.70	\$82,713.44
Subtotal	24.0000	\$912.99	\$0	0\$	\$2,320.95	\$109,371.60	\$112,605.54
Warren Operating	8.5421	\$624,037.98	\$12,019.06	\$80,775.69	\$0	\$38,927.63	\$755,760.36
City Road Improvements	2.0549	\$150,119.48	\$2,891.32	\$19,431.52	\$0	\$9,364.49	\$181,806.81
EMS	0.2843	\$20,769.37	\$400.02	\$2,688,39	\$0	\$1,295.60	\$25,153.38
Library	1.0757	\$78,584.62	\$1,513,55	\$10,172.02	\$0	\$4,902.13	\$95,172.31
Sanitation	2.5550	\$186,653,99	\$3,594.98	\$24,160.55	\$0	\$11,643.52	\$226,053.04
Act 345 Pol/Fire	4.9848	\$364,161.57	\$7,013.80	\$47,137.20	\$0	\$22,716.48	\$441,029.05
Police Operating	0.9531	\$69,628.15	\$1,341.05	\$9,012,69	\$0	\$4,343,42	\$84,325.31
Fire Operating	0.9531	\$69,628,15	\$1,341.05	\$9,012.69	\$0	\$4,343.42	\$84,325.31
Poł & Fire Oper	4.7953	\$350,317.76	\$6,747.17	\$45,345.25	\$0	\$21,852.90	\$424,263.08
Recreation	0.9488	\$69,314.01	\$1,335.00	\$8,972.03	\$0	\$4,323.82	\$83,944.86
Macomb County Oper.	4.4150	\$322,535.17	\$6,212.07	\$41,749.06	\$0	\$20,119.82	\$390,616.12
MCC Operating	1.4387	\$105,103.36	\$2,024.31	\$13,604.61	\$0	\$6,556.37	\$127,288.66
Mac Int Sch District	4.7296	\$345,518.08	\$6,654.73	\$44,723.98	0\$	\$21,553.50	\$418,450.29
Macomb Veterans	0.0667	\$4,872.73	\$93.85	\$630,73	0\$	\$303.96	\$5,901.27
Huron-Clinton Park	0.2104	\$15,370.65	\$296.04	\$1,989.58	\$0	\$958.82	\$18,615.09
SMART	0.9827	\$71,790.56	\$1,382.70	\$9,292.59	\$0	\$4,478.31	\$86,944.16
MTB	0.0990	\$7,232.39	\$139.30	\$936.16	\$0	\$451.16	\$8,759.00
Subtotal	39.0892	\$2,855,638.01	\$55,000.00	\$369,634.74	\$0	\$178,135.35	\$3,458,408.10
Total Capturable Millages	63,0892	\$2,856,551.00	\$55,000.00	\$369,634.74	\$2,320.95	\$287,506.95	\$3,571,013.64
Non-Capturable Millages	Rate					Taxes Preserved for	
7 - 11 - 11	00001					laxing Unit	00 0000
Zoo Aumoniy Art Institute	0.0867					\$1.074.98	\$1.074.98
Van Dyke Deht/SF	10.6846					\$59.511.62	\$59.511.62
Total Non-Capturable	40.0742					CE4 425 20	CE4 428 20
safemin	10.3743	1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				401,120.40	\$01',145.4U

PM Environmental, Inc. Page 7

See Table 2 for a complete breakdown of estimated available tax increment revenues and Table 3 for the annual estimated developer reimbursement.

II.h. Legal Description, Property Map, Property Characteristics, and Personal Property (Section 13 (2)(h))

The subject property's legal description is included in Appendix A and maps showing the location and dimensions of the eligible property are included in Appendix B.

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because it (a) it is located within the City of Warren, a qualified local governmental unit under Act 381; (b) the Property is determined to be "blighted" as defined by Act 381; and (c) includes parcels that are adjacent or contiguous.

Personal property may be included as part of the eligible property and associated tax increment capture to the extent that it is taxable personal property. However, personal property is not included within the projections attached to this Plan.

Documentation of characteristics that qualify the property as eligible property is provided in Appendix E.

II.i. Estimates of the Number of Persons Residing on the Property (Section 13 (2)(i))

No displacement of residents or families is expected as part of this project.

II.j. Plan for Relocation of Displaced Residents (Section 13 (2)(j))

No persons will be displaced as result of this development; therefore, a Plan for relocation is not applicable for this Plan.

II.k. Provisions for Relocation Costs (Section 13 (2)(k)

No persons will be displaced as result of this development; therefore, no relocation costs will be incurred.

II.I. Strategy for Compliance with Michigan's Relocation Assistance Law (Section 13 (2)(I)

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

II.m. Other Material that the Authority or Governing Body Considers Pertinent (Section 13 (2)(m))

The Brownfield Redevelopment Authority and the City Council as the Governing Body, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the Project described herein.

APPENDICES



Appendix A Legal Description



Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan:

Parcel: 12-13-23-451-004

T1N,R12E SEC 23; COMM AT SE COR SEC 23; TH S88*26'44"W 1308.83 FT; TH N01*22'48"W 60.00 FT; TH S88*26'44"W 218.72 FT TO POB; TH S88*26'44"W 160.00 FT; TH N01*30'39"W 1271.65 FT; TH N89*14'00"E 545.90 FT; TH S01*22'48"E 643.15 FT; TH S88*26'50"W 384.37 FT; TH S01*30'33"E 621.00 FT TO POB 10.377 AC

Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan:

Parcel: 12-13-23-451-005 T1N,R12E SEC 23; COMM AT SE COR SD SEC 23; TH S88*26'44"W 1308.83 FT; TH N01*22'48"W 60.00 FT TO POB.; TH S88*26'44"W 218.72 FT; TH N01*30'33"W 621.00 FT; TH N88*26'50"E 384.37FT; TH S01*22'48"E 451.00 FT; TH S88*26'44"W 164.25 FT; TH S01*22'48"E 170.00 FT TO POB 4.83 AC

Legal Description No Address, Warren, Macomb County, Michigan:

Parcel: 12-13-23-476-011

T1N,R12E,SEC 23,COMM AT SE COROF SEC 23; TH DUE WEST 820.23 FT; TH N00*09'56"E 735.00 FT TO POB; TH DUE WEST 327.06 FT;TH N00*04'34"W 576.77 FT; TH N89*16'39"E 329.66 FT; TH S00*09'56"W 580.93 FT TO POB- 4.20 A.

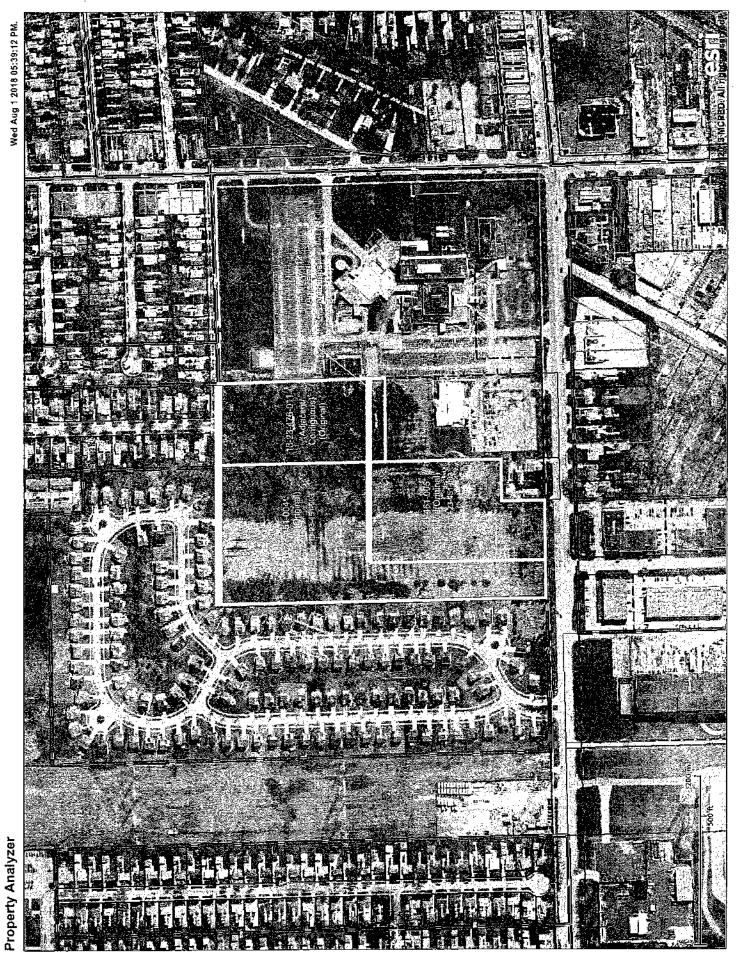
Legal Description No Address, Warren, Macomb County, Michigan:

Parcel: 12-13-23-176-012

T1N,R12E,SEC 23,COMM AT SE COROF SEC 23; TH DUE WEST 820.23 FT; TH N00*09'56"E 675.00 FT TO POB; TH DUE WEST 326.81 FT;TH N00*04'34"W 60.00 FT; TH DUE EAST 327.06 FT; TH S00*09'56"W 60.00 FT TO POB. 0.40 A.

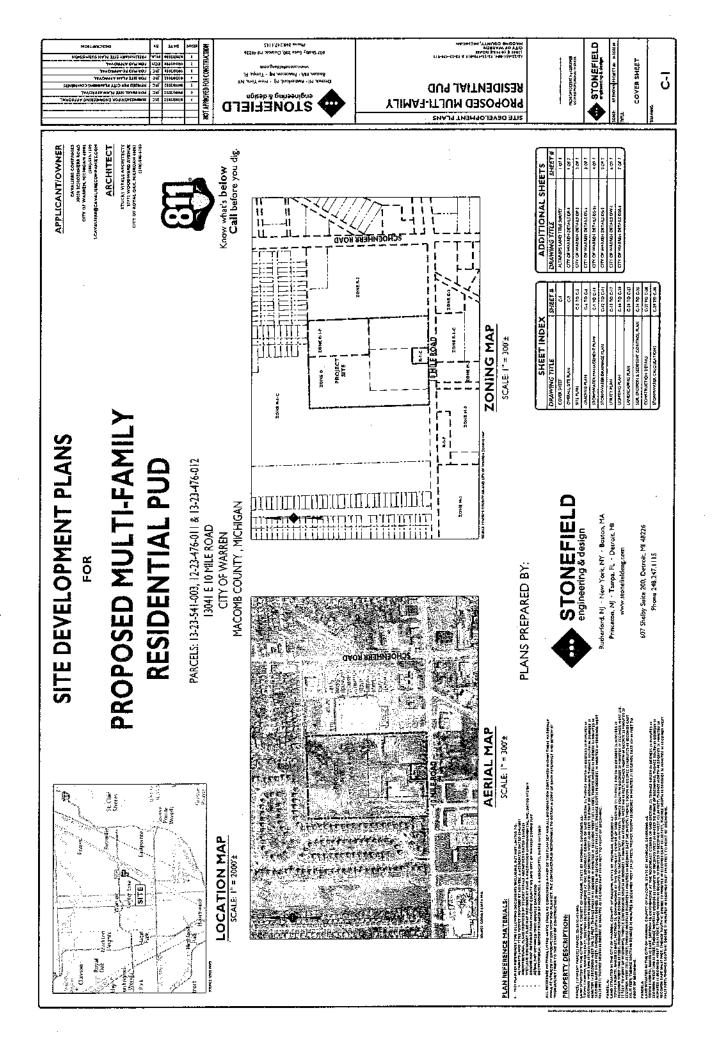
Appendix B Eligible Property Location Map

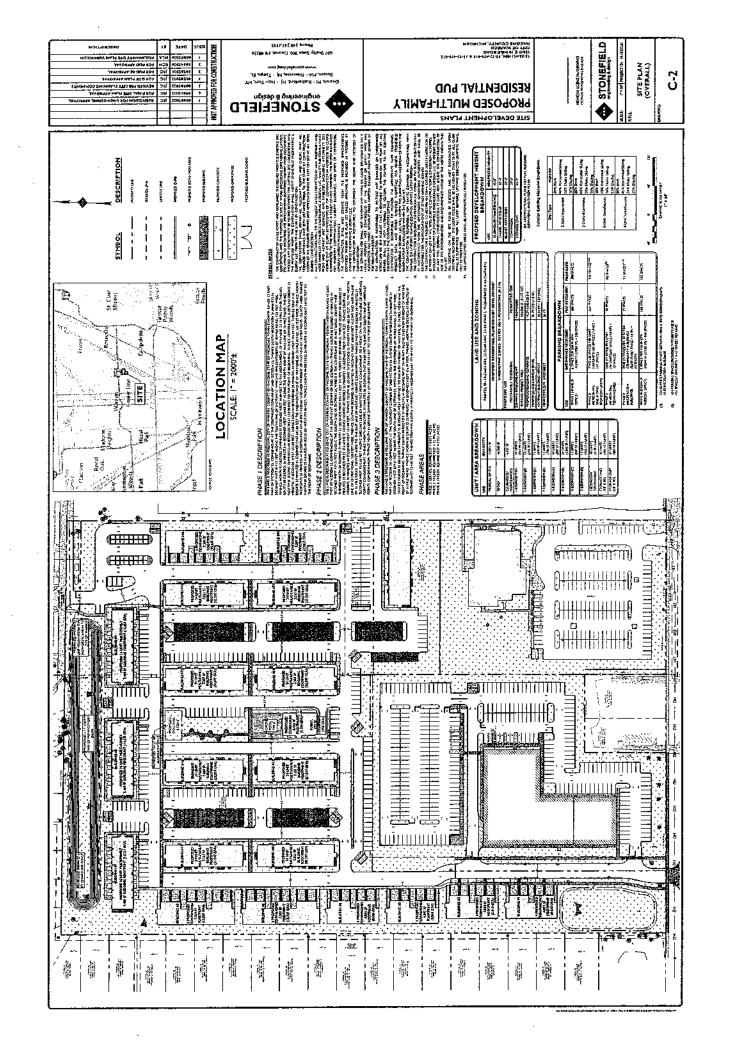




Appendix C Site Plans and Renderings







Appendix D Documentation of Eligibility





04/30/19 Warren Brownfield Authority DEPARTMENT OF PUBLIC GERNICE

Ome City Square, Suite 320 Marier, MI 49093-5284 (586) 574-4604 Fax (586) 574-4517 ynww.cifydfwarfon.org

Dear Mr. Bommarito and The Warren Brownfield Authority,

In January 2019, you requested an inspection of the property located at 13041 Ten Mile Rd. (Parcel Number 13-23-451-003) to supplement a proposed Brownfield Redevelopment application. This is vacant land.

On March 20, 2019, I inspected the property assisted by Dean James of the Warren Building Department. We found on-site evidence that constitutes a blighted property, as defined by the Brownfield Redevelopment Act 381 Section 2(e).

The property showed evidence of some form of site access road that has substantial subsurface debris and in its current state it is a hindrance to development. Broken bricks, electrical wires and conduit, broken concrete and various forms of gravel and broken asphalt looks to have been buried on the site.

The property is contiguous to a large property that was a Brownfield site and has been rehabilitated into a new Meijer store. This property is not safe as it sits and would make a wonderful mix used development, once it is cleaned up.

Sincerely,

Richard Sabaugh

Public Service Director

City of Warren, MI

TABLES



Table 1 Eligible Activity Cost Schedule



Table 1: Eligible Activities Cost Estimates						
Work Plant Exemply Attyles (Pr. Approved Activities)					10年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	
Phase I ESA	\$ 2,400	\$ 2,400 \$	\$	*	3	\$ 2,400
Pre-Approved Activities Sub-Total	\$ 2,400 \$	\$ 2,400				2,400
						温温度の変数である。
	\$ 75,000		75,000	\$	\$ (75,000)	- 8
iriii, Compaction & Rough Grading to Balance Sile Where Improvements Ware Localed	\$ 120,000	\$	\$ 120,000	\$	\$ (120,000)	,
Demolition Sub-Total	000'581 \$		195,000	•	(195,000)	
The state of the s						
Curbs and Gutters	000'09 \$	\$	\$ 50,000		\$ (50,000)	
Side Walk Improvements	009'21 \$	\$ 18,750	\$ (1,250)	\$ 150,000	\$ 151,250	\$ 168,750
Paving of Approach within ROW	\$	\$ 11,900	\$ (11,900)		\$ 11,900	\$ 11,900
Storm Sewers	\$ 26,250		\$ 56,250	3 28,000	\$ (28,250)	\$ 28,000
Water Mains	\$ 37,500	\$	\$ 37,500	\$ 715,430	\$ 678,930	\$ 716,430
Servilary Sewer Mains	\$ 43,750	\$ 337,380	\$ (293,630)	\$ 350,312	\$ 643,942	\$ 687,692
Infrastructure Improvements Sub-Total	\$ 205,000	\$ 368,030	(163,030)	1,244,742	\$ 1,407,772	\$ 1,612,772
Temporary Construction Access/Roads	\$ 2,500	\$ 13,029	\$ (10,529)	3,850	\$ 14.379	\$ 16,879
Temporary Traffic Control				\$ 5,000	\$ 5,000	\$ 5,000
Temporary Erosion Control	20,000	1,920	18,080	\$ 25,000	\$ 6,920	\$ 26,920
Temporary Facility	•		\$ (7,543)	\$ 12,000	\$ 19,543	\$ 19,543
Grading (including reasonable mass grading of entire project site)	300,000		\$ 77,245	\$ 246,500	\$ 169,255	\$ 469,255
Staking	•	\$ 8,133	\$ (8,133)	\$ 40,000	\$ 48,133	\$ 46,133
Geotechnical Engineering Induding Investigating Existing Subsurface Conditions, Soil Sampling, Assessing Risks Posed by Site Conditions, Designing Earthworks and Structure Foundations	\$ 22,500	\$ 6,508	15,992	35.000	19,008	\$ 41,508
clearing & Grubbing (including grass, shrubs, Irees, other vegetation and Iheir roots) and Related Disposal	\$ 77,600	\$ 39,371	38,129	114,870	\$ 76,749	\$ 154,241
Excavation of Unstable Material			\$ 100,000	\$ 47,400	\$ (52,600)	\$ 47,400
Fill Relating to Other Eligible Activities	_	- 2	\$ 100,000		\$ (100,000)	
Cul & Fill Operations	\$ 5.000		\$ 5,000	\$ 10,450	\$. 5,450	\$ 10,450
Site Preparetion Sub-Total	\$ 627,500	\$ 299,259	\$ 328,241	\$ 540,070	\$ 211,829	\$ 839,328
III III III III III III III III III II					建设建设设置	
Brownfield Plan	\$ 10,000	\$ 10,110	\$ (110)	- \$	\$ 110	\$ 10,110
Brownfield Plan Implementation	,	\$ 1,625	\$ (1,625)		\$ 1,625	1,625
Brownfield Plan Amendment (2023)	-	-	,		\$ 16,000	\$ 16,000
Brownfield Plan Implementation (2023)	\$	•	•		\$ 6,500	\$ 6,500
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 10,000 \$	11,735	\$ (1,735)	22,500	\$ 24,235	\$ 34,236
	\$ 154,125	-	\$	\$ 267,722	\$ 213,690	\$ 367,815
このでは、大学のでは、ないでは、これでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、大学のでは、						
TIF Capture for Local Site Remediation Revolving Fund	•			•		
Administrative Fee				4	1	
State Brownfield Fund					\$	\$ 2,321

Notes:
The Tool Annahimed Indexes before in the remaining budget list within Phase 1 Eligible Adrivity line Hens. Therefore, the amended request does not total the advant budget but adrive, only the anticlosed one state that came in below initial budget or were machined with the EQLE grant approved for Phase 1, we've reallocated oncist from this line item.

19 Absolute preparation of Brownled Blands I Work Plan and Pre-Approved Activities

19 Townledger by reperation of Brownledget Blands I Work Plan and Pre-Approved Activities

Table 2 Tax Increment Revenue Capture Estimates



Table 2: Tax increment Revenue Capture Estimate 13041 10 Mile Road, Warreen, Michigan

					13041 10 Mile R	13041 10 Mile Road, Warren, Michigan	ılgan							
BROWNFIELD ONLY stimated Taxable 1	Stimated Taxable Value (TV) Increase Rate:	1.50%	Mukiplier	1.015										
	Brownfield Plan Year	Ŀ		2	3	4	2	9	7		on	01	11	TOTAL
	Calendar Year	2020	2021	2022	2023	1024	2025	2026	2027	2028	2029	2030	2031	
Parent Parcel	Base Taxable Value 5	506,350 \$	\$ 06,350 \$	506,350 \$	\$ 056,302	\$ 06,350 \$	506,350 \$	\$ 06,350 \$	\$ 06,350 \$	\$06,350 \$	\$ 06,350 \$	\$ 06,350 \$	056,350	
	Incremental Difference (New TV - Base TV)	^	773,650 \$	792,850 \$	812,338 \$	s vs	12,452,195 \$	12,646,574 \$	12,843,867 \$	13,044,121 \$	13,247,378 \$	13,453,684 \$	13,663,084	
	HINNING THE REPORT OF THE PARTY													
State Education Tax (SET)	6,0000	'n	4,542 \$	4,757 \$	4,874 \$	4,993 \$	74,713 \$	75,879 5	77,063 \$	78,265 \$	79,484 \$	80,722 \$	81,979 \$	567,371
School Operating Tax	18,0000	10-	13,926 \$	14,271 \$	14,622 \$	14,978 \$	224,140 \$		231,190 \$	234,794 \$	238,453 \$	242,166 \$	245,936 \$	1,702,113
School Total	24.0000	v	18,568 \$	19.028 \$	19,496 \$	\$ 176,61	298,853 \$	303,518 \$	308,253 \$	\$ 650'ETE	\$ 17,937 \$	322,898 \$	327,914 \$	2,269,485
khooi Brownfield Capturable Total	24,0000	s,	18,568 \$	\$ 820'61	19,496 \$	19,971 \$	298,853 \$	303,518 \$	308,253 \$	\$ 650,616	\$ 768,716	322,888 \$	1 I	2,269,485
Werren Operating	8.5421	'n	\$ 609'9	6,773 \$	\$ 658'9	7,108 \$	106,368 \$	108,028 \$	109,714 \$	111,424 \$	113,160 \$	114,923 \$	116,711 \$	807,757
City Road Improvements	2.0549	~	1,590 \$	1,629 \$	1,669 \$	1,710 \$	25,588 \$	25,987 \$	26,393 \$	26,804 \$	27,222 \$	27,646 \$	28,076 \$	194,315
EMS	0.2843	·Λ	220 \$	225 \$	231 \$	237 \$	3,540 \$	\$ 565'E	3,652 \$	3,708 \$	3,766 \$	3,825 \$	3,884 \$	26,884
Ubrary	1.0757	w	832 \$	\$ 853 \$	874 \$	895 5	13,395 \$	13,604 \$	13,816 \$	14,032 \$	14,250 \$	14,472 \$	14,697 \$	101,720
Sanitation	2.5550	v.	1,977 \$	2,026 \$	2,076 \$	2,126 \$	31.815 \$	32,312 \$	32,816 \$	33,328 \$	33,847 \$	34,374 \$	34,909 \$	241,606
Act 345 Pol/Fire	4,9848	ss.	3,856 \$	3,952 \$	4,049 \$	4,148 \$	62,072 \$	63,041 \$	64,024 \$	65,022 \$	\$ 960,99	67,064 \$	68,108 \$	471,372
Police Operating	0.9531	•••	737 \$	756 \$	774 S	793 \$	11,868 \$	12,053 \$	12,241 \$	12,432 \$	12,626 \$	12,823 \$	13,022 \$	90,127
Fire Operating	0.9531	-∽	737 \$	756 \$		793 \$	11,868 \$	12,053 \$	12,241 \$	12,432 \$	12,626 \$	12,823 \$	13,022 \$	90,127
Pol & Fire Oper	4.7953	***	3,710 \$	3,802 \$	3,895 \$	3,990 \$	59,712 \$	60,644 \$	61,590 \$	62,550 \$	63,525 \$	64,514 \$	65,519 \$	453,452
Recreation	0.9488	م ا	734 \$	752 \$	771 \$	790 \$	11,815 \$	11,999 \$	12,186 \$	12,376 \$	12,569 \$	12,765 \$	12,964 \$	89,720
Macomb County Oper,	4.41500	~	3,416 \$	3,500 \$	3,586 \$	3,674 \$	54,976 \$	55,835 \$	\$6,706 \$	\$ 065'25	58,487 \$	5 86,98	60,323 \$	417,491
MCC Operating	1.43870		1,113 \$	1,141 \$	1,169 \$	1,197 \$	17,915 \$	18,195 \$	18,478 \$	18,767 \$	19,059 \$	19,356 \$	19,657 \$	136,046
Mac Int Sch District	4.72960	s.	3,659 \$	3,750 \$	3,842 \$	3,936 \$	58,894 5	59,813 \$	60,746 \$	61,693 \$	62,655 \$	63,631 \$	64,621 \$	447,240
Macomb Veterans	0.06670	∽	52 5	53 \$	\$4 \$	3e \$	831 \$	844 5	857 \$	\$ 078	884 \$	\$ 168	911 \$	6,307
Huron-Clinton Park	0.21040	so	163 \$	167 \$	\$ 171	175 \$	2,620 \$	2,661 \$	2,702 \$	2,744 \$	2,787 \$	2,831 \$	2,875 \$	19,896
SMART	0.98270	w	\$ 094	779 \$	\$ 867	818 \$	12,237 \$	12,428 \$	12.622 \$	12,818 \$	13,018 \$	13,221 \$	13,427 \$	92,926
MT8	0,09900	**	3 22	78 \$	\$ 08	82 \$	1,233 \$	1,252 \$	1,272 \$	1,291 \$	1,311 \$	1,332 \$	\$ 556'1	9,362
Local Total	3690'66	>	30,241 \$	30,992 \$	31,754 \$	32,527 \$	486,746 \$	494,344 \$	\$02,057 \$	\$09,884 \$	517,829 \$	525,894 \$	\$34,079 \$	3,696,347
Local Brownfield Capturable Total	39.0892	∽	30,241 \$	\$ 266'06	31,754 \$	32,527 \$	486,746 \$	494,344 \$	\$02,057 \$	509,884 \$	\$17,829 \$	525,894 \$	534,079 \$	3,696,347
Zao Autharity	0.0967	·v+	75 \$	77 \$	2 62	\$ 08	1,204 \$	\$ EZZ'I	1,242 \$	1,261 \$	1,281 \$	1,301 \$	1,321 \$	9,144
Art institute	0.1930	vs.	149 \$	153 \$	157 \$	\$ 191	2,403 \$	2,441 \$	2.479 \$	2,518 \$	2,557 \$	2,597 \$	2,637 \$	18,250
Van Dyke Debt/SF	10.6846	w	8,266 \$	8,471 \$	8,680 \$	3,891 \$	133,047 \$	135,124 \$	\$ 262,751	139,371 \$	141,543 \$	143,747 \$	145,985 \$	1,010,356
Total Non-Capturable Taxes	10.9743	n	8,490 \$	8,701 \$	\$ 516'8	8 751'6	136,654 \$	136,787 \$	140,952 \$	143,150 \$	145,381 \$	147,645 \$	149,943 \$	1,037,750
State and Local Total	74.0635	ļ.,	\$ 662'15	58,721 \$	60,165 \$	61,630 \$	922,253 \$	935,649 \$	951,262 \$	\$ 66,093 \$	981,147 \$	\$ 725,668	1,011,936 \$	7,003,582
State and Local Total Capturable	53.0892	\$	48,B09 S	50,020 \$	\$1.250 \$	52,498 \$	785,599 \$	797,862 \$	810,309 \$	822,943 \$	\$ 992,758	848,782 \$	\$ 666,993 \$	5,965,832
								•						

Table 3 Tax Increment Reimbursement Estimates



Table 3: Tax Increment Reimbursement Estimate 13041 10 Mile Road, Warren, Michigan

1951951251		2897	340,046	33396		\$438,910	701875	D16(3628)	62457	E987757	S 253, 736		detel som store of other networks there is a second of the second of the second of the second of the second of
				1275/3865		55,889,594	52,329,604	M 805217521676	786,950	22,839,42,1 1,1 1,2 1,1 1,2			and desirated the state of the
\$2,854,151	,	\$468,304	\$461,046	\$453,896	\$446,851	\$439,910	\$433,072	\$24,274	\$23,578	\$22,893	\$20,730		Local Pax Reimbursement
												\$2,854,151	Local Only Costs
			03.00										
\$1,487	\$	0\$	\$0	0\$	0\$	0\$		105		05	ē	AUBITHER RESEATOR STANFORD TO THE	Local Tax Reimbursement
		\$0	믔	Ş	Ş	So	5	8	2	03	5913		State Tax Reimbursement
												\$2,400	EGLE Environmental Costs
	9. Section 50	05	Control of the South	MANAGED BEST	AND THE PROPERTY OF THE PARTY O	STORING HOLDER	7 03	WALEOFFINE SOCIAL FOLLOWS IN THE SOURCE SOUR		05	os en appropri	DS WATER	Why was 15 to 1000 to 1000 and 1000 and 1000 and 1000 and 1000 and 1000 and 1000 and 1000 and 1000 and 1000 and
できる のまかんがける	0\$ 100 mm	965,655	352X90#	296'8865	\$2,402,843	\$1,889,694 32,442,843 43 45 598,947 34 5527,907 355	\$2,329,604	(法数52,762,676	25,786,950,	825'018'25	129,856,551 000 52,833,421	\$2)856,551	DEVELOPER Reimbursement adjance
												Beginning Balance	DEVELOPER
	100			\$446.951						\$60 x 259 A	331.6		
\$3,271,713	\$475,671	\$468,304		\$453,896	\$446,851	\$439,910	\$433,072	\$24,274	\$23,578	\$22,893	\$22,217		Local TiR Available for Reimbursement
	\$53,408		\$51,783	\$50,988	\$50,206	\$49,434	\$48,675	\$3,253	\$3,175	\$3,099	\$3,024		Pass Through for LBRF (10%)
				\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000		BRA Administrative Fee (\$5,000/year)
\$3,696,347	\$534,079	\$525,894	\$517,829	\$509,884	\$502,057	\$494,344	\$486,746	\$32,527	\$31,754	\$30,992	\$30,241		Total Local Incremental Revenue
\$16,247	0\$	\$0	\$	\$0	\$0	S	95	\$	ÇÇ.	93	\$16,247		State TIR Available for Reimbursement
\$2,321	0\$	0\$	\$0	\$0	0\$	80	\$0	\$0	\$0	3	\$2,321		State Brownfield Revolving Fund (50% of SET)
\$18,568	\$	\$0	\$0	\$0	\$0	QŞ.	S	\$0,	20	¢,	\$18,568		Total State Incremental Revenue
TOTAL	2031	2030	5029	60	2027	2026	2025	2024	2023	2022	2021		
	:	2	Q	11	ars of Plan:	Estimated Total Years of Plan:		4	**	`	-	Brownfield	
				\$ 3,283,507	**	Total	-	5 2,490	và va	\$ 2,400	100.00%	EGLE	
				\$ 2,856,551		Developer Capture		2,400	\$	\$ 2,400	100.00%	TOTAL	
				\$ 369,635	*,	LBRF	21	\$ 2,855,698	\$ 2,854,151	\$ 1,487	61.96%	Local	
				\$ 2,321		State Revolving Fund	! ∾ 1	5 913	\$	\$ 913	38.04%	State	
				\$ 55,000		Administrative Fees	∢	\$ 2,856,551	\$ 2,854,151	\$ 2,400	.100.00%	TOTAL	
						Estimated Capture	Ш	A Joseph W.	Local-Only Texes	School & Local	May Totall Proportionality	Maximum Reimbülsement	
										School & Local		MaxImum	

<u>City of Warren</u> <u>Brownfield Redevelopment Authority</u> Application for Inclusion in the Warren Brownfield Plan

This application requests information that may be utilized to amend the "City of Warren Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Council of the City of Warren. Please complete the information requested below and return to the Economic Development Department, City of Warren. In order to process the application, a fee of \$500 is required. The applicant will be responsible for any costs to process the application that exceed \$500. Also, if tax increment financing to pray for "eligible activities" is requested in addition to a Michigan-Business Tax Credit, an additional fee may be assessed at the conclusion of the process (for costs that exceed \$500).

The application is subject to approval after submission of a complete Plan and Reimbursement Agreement, by the City of Warren Brownfield Redevelopment Authority and the City of Council, after notice and public hearings as required by law.

Application Information

Company Name (Business): Macomb South SOM, LLC

Contact Person and Title: Lorenzo Cavaliere

Contact Person Mailing Address: 30078 Schoenherr Road, Suite 300, Warren, MI 48088

Contact Person's Phone Number: (586) 563-1500 Fax: (586) 563-1200

Contact Person's E-Mail Address: LCavaliere@cavalierecompanies.com

Developer Name: SAME

Contact Person and Title of Developer: SAME

Developer Mailing Address: SAME

Developer Phone Number: SAME Fax: SAME

Developer's E-Mail Address: SAME

Representative Name: PM Environmental, Inc.

Contact Person and Tile of Representative: Ryan Higuchi, Project Consultant

Representative Mailing Address: 4080 West Eleven Mile Rd., Berkley, MI 48072

Representative Phone Number: (248) 414-1432 Fax: 877-884-6775

Representative E-Mail Address: ryan.higuchi@pmenv.com

Project Information

Location of Eligible Property: 13041 Ten Mile Road, Warren Michigan

Legal Description/Parcel Number:

Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan: Parcel: 12-13-23-451-004
T1N,R12E SEC 23; COMM AT SE COR SEC 23; TH S88*26'44"W 1308.83 FT; TH N01*22'48"W 60.00 FT; TH S88*26'44"W 218.72 FT TO POB; TH S88*26'44"W 160.00 FT; TH N01*30'39"W 1271.65 FT; TH N89*14'00"E 545.90 FT; TH S01*22'48"E 643.15 FT; TH S88*26'50"W 384.37 FT; TH S01*30'33"E 621.00 FT TO POB 10.377 AC

Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan: Parcel: 12-13-23-451-005
T1N,R12E SEC 23; COMM AT SE COR SD SEC 23; TH S88*26'44"W 1308.83 FT; TH N01*22'48"W 60.00 FT TO POB.; TH S88*26'44"W 218.72 FT; TH N01*30'33"W 621.00 FT; TH N88*26'50"E 384.37FT; TH S01*22'48"E 451.00 FT; TH S88*26'44"W 164.25 FT; TH S01*22'48"E 170.00 FT TO POB 4.83 AC

Legal Description No Address, Warren, Macomb County, Michigan: Parcel: 12-13-23-476-011
T1N,R12E,SEC 23,COMM AT SE COROF SEC 23; TH DUE WEST 820.23 FT; TH N00*09'56"E 735.00 FT TO POB; TH DUE WEST 327.06 FT;TH N00*04'34"W 576.77 FT; TH N89*16'39"E 329.66 FT; TH S00*09'56"W 580.93 FT TO POB- 4.20 A.

Legal Description No Address, Warren, Macomb County, Michigan:
Parcel: 12-13-23-176-012
T1N,R12E,SEC 23,COMM AT SE COROF SEC 23; TH DUE WEST 820.23 FT; TH N00*09'56"E 675.00 FT TO POB; TH DUE WEST 326.81 FT;TH N00*04'34"W 60.00 FT; TH DUE EAST 327.06 FT; TH S00*09'56"W 60.00 FT TO POB. 0.40 A.

Property Ownership: Macomb South SOM, LLC

Current Use of Property: Vacant

Type of Brownfield Amendment Requesting: (Please check all that apply)
Michigan Business Tax (MBT) Credit

√ Tax Increment Financing for Eligible Activities

Is the proposed site a "facility" (as defined by Part 201)? No (Please provide a copy of the executive summary of any environmental report available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? Yes, please see attached information.

(Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? (Please provide supporting information.) No

Proposed Development Project Description

<u>Description of Proposed Project</u> (Please include overall project description, including estimates of capital investment and job creation/job retention. Also describe any elements of the project which may entail sustainable development principles, such as site reuse, greenspace preservation, smart growth, stormwater design, green roofs, etc.) Describe the public benefit that will result from completion of this project. Provide a site plan or renderings of the development site and improvements. Informational depictions and narratives relative to the size of buildings, acreage and general site improvement like parking, landscaping, etc. are desired.

This Brownfield Plan Amendment #1 replaces the Original Brownfield Plan and adds an additional parcel to the Brownfield Plan to facilitate the second phase of the project. Phase II includes the construction of 13 multi-family apartment buildings that includes 132 one-bedroom apartments and 132 two-bedroom apartments. Also included are six buildings that will accommodate 40 three-bedroom townhome apartments, 78 on-site storage units, parking, and a clubhouse. The total estimated cost of the redevelopment is approximately \$38.3 million.

Projected number of jobs retained: N/A

Projected number of jobs created: Approximately 200 temporary construction jobs

Project Timetable:

It is currently anticipated construction for the office building will begin in late summer of 2023 and eligible activities will be completed by fall of 2025, which is the estimated construction period.

Maximum Duration of Plan:

The duration of the plan is 11 years.

Development Costs Estimates

Eligible Activities (for tax increment financing)	Estimated Costs	Start/End Date
Phase I Environmental Site Assessment	\$2,400	Complete
Public Infrastructure Improvements (This estimate should be coordinated with the City	\$1,612,772).	Summer 2024

(Infrastructure improvements that directly benefit the project, such as public streets, sidewalks, parking facilities, sewer and water)

Site Preparation

\$839,329

Fall 2024

(Activities necessary to prepare site for construction including relocation of utilities, addition/removal of soils, clearing and grubbing, land balancing/grading; foundation to address special soil concerns)

TOTAL ELIGIBLE ACTIVITY COSTS

(including contingency)

\$2,856,551 (both Phases)

Eligible Investments (for MBT Credit)

Estimated Costs

Start/End Date

Site Improvements

N/A

(Clearing land; adding sewer, water lines, or other utilities; landscaping; soil addition/removal; fencing; lighting; walkways, driveways, or parking lots; related site improvements.)

Construction, Restoration, Alteration

N/A

Renovation or Improvements of Buildings

N/A

Addition of Machinery, Equipment, and Fixtures

N/A

TOTAL ELIGIBLE INVESTMENTS

N/A

Projected Total Project Investment dollar amount: \$38.3 Million (Phase II only)

Project Financing

Describe Project Financing; Identify sources and amount of financing that will be used to support the project.

Bank financing and private equity.

Why does the project need incentives?

- Incentives are needed to offset the cost of construction materials, which have increased an estimated 25% since the pandemic.
- Labor shortages have also driven up the cost of skilled labor related to construction trades and services.
- Rising interest rates over the past year have increased the costs of project financing.
- A significant portion of the incentives will be used for eligible activities that will extend City watermain, sanitary sewer, and public sidewalks.

Additional Information

Describe any other factors that should be considered in evaluating this project. Also, please explain how this project will benefit the public.

- Additional benefits from this project includes:
- Continuation of the economic investment being made by other projects in the area which
 increase the taxable value of surrounding properties.
- An addition to income tax base of the City of Warren.
- The creation of approximately 200 temporary construction related jobs.
- The setting of a precedent for future development in the area through the implementation of high-quality standards on all levels, from design to construction.
- Appeal to a variety of residents and assist in their needs.
- An increase the daytime foot traffic in the area, and through increased demand for services, will improve the vitality of the neighborhood.

The development is located on one of Warren's major thoroughfares. Its proximity to local bus lines make it an attractive, pedestrian friendly and walkable location for residents, workers and visitors.

- If the property owner is not the project applicant, please attach a signed and notarized letter from the property owner authorizing the applicant to submit this application for consideration by the Warren Brownfield Redevelopment Authority.
- Attach a copy of current title, commitment and proof of ownership.

Please note the current amount spent by the developer and number of current employees will be due each year for the life of the project on June 1st of each year starting the following year after the project start date. This information can be sent to:

City of Warren Economic Development One City Square--Suite 215 Warren, MI 48093-6726

Brownfield List of Bills - May 17, 2023 Required Formal Approval of the Following:

PAYEE	DATE OF INVOICE	AMOUNT	DETAILS
Meridian Contracting Group	02/27/23	23,770.00	Env. Cleanup at 22005 Van Dyke Ave
PM Environmental	04/13/23	3,970.00	8525 Cole Street, Warren, Michigan
	AMOUNT	: 27,740.00	

Meridian Contracting Group, LLC

6149 Trailside Dr Washington, MI 48094 pete@meridiangroup1.com



INVOICE

BILL TO

City of Warren Brownfield Authority

One City Square Warren, MI 48093 INVOICE

10212

DATE

04/06/2023

TERMS DUE DATE Net 30 05/06/2023

DATE	CTIVITY	DESCRIPTION	QΤΥ	RATE	AMOUNT
2	2 Specialty	Specialties. Specific Scope: Meridian Contracting Group will remove the following asbestos containing materials as identified and quantified in the PSI Asbestos Survey dated February 9, 2023, which includes: • 15 Pipe joint insulation. • 150 Square feet of HVAC insulation. • 400 Square feet of 9"x 9" floor tile. • 50 Linear feet of interior gray sealant. • 1 Window frame with white frame sealant. • 2 Door frames with white sealant.	1	12,980.00	12,980.00
2.	2 Specialty	Specialties- skim coat approximately 5920 square feet of carpet area slab in order to encapsulate slab over carpet adhesive found to be positive for asbestos.	1	6,990.00	6,990.00
2:	2 Specialty	Specialties-Remove additional asbestos fittings located in block walls and hard ceiling discovered during demolition	1	3,800.00	3,800.00

\$23,770.00

BALANCE DUE



PM Environmental, a Pinchin Company 4080 West Eleven Mile Road Berkley, MI 48072

Phone: (517) 321-3331 Toll Free: (800) 485-0090

Fax: (877) 884-6775

Mr. Tom Bommarito City of Warren 29500 Van Dyke Avenue Warren, MI 48903 April 13, 2023

Project No:

01-14482-0

Invoice No:

103740

Invoice Total

\$3,970.00

Project Manager: Ryan Higuchi

City of Warren Purchase Order Number 161082

Service Group

0001

8525 Cole Street, Warren, Michigan

Task	Fee	Percent Pre Complete	vious Fee Billing	Cost
Reimbursement Request Review	4,975.00	79.799	0.00	3,970.00
Total Fee	4,975.00		0.00	3,970.00
	Subtotal			3,970.00
		Total these Tas	ks	\$3,970.00
		Total this Servi	ce	\$3,970.00
		Total this Invoi	ce	\$3,970.00

OUR PAYMENT INFORMATION HAS CHANGED! PLEASE SEE BELOW TO UPDATE YOUR RECORDS

Please include invoice number or project number with your payment. For your convenience, we accept VISA, MasterCard, and American Express. Credit card transactions will be assessed a 3% fee at time of payment.

Payments may be made electronically for P.M. Environmental, LLC

CIBC Bank USA Routing ABA Number 0710-0648-6 Account Number 2582619 Fed ID 38-3052632

Invoice Payable Upon Receipt