



**BROWNFIELD REDEVELOPMENT AUTHORITY  
BOARD MEMBERS**  
Gary Kiesgen, Chairman  
Glenn Eckert, Vice Chair  
James Yarema  
Zenon Kwik, Treasurer  
Michael Smith, Secretary

**A REGULAR MEETING OF THE  
BROWNFIELD REDEVELOPMENT AUTHORITY  
September 19, 2023 at 10:00 A.M.  
Township Conference Room, 2<sup>nd</sup> Floor  
City of Warren  
One City Square  
Warren, MI 48093**

**AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADOPTION OF AGENDA**
- 4. APPROVAL OF MINUTES (June 29, 2023)**
- 5. FINANCIAL REPORT**
- 6. NEW BUSINESS**
  - A. Request for Approval of Proposed Amended and Restated Development Agreement - NP Mound Industrial, LLC (Mary Michaels/Tom Bommarito)**
    - Motion to approve the amended and restated development agreement for NP Mound Industrial, LLC
  - B. Request for Approval of Amended and Restated Development and Reimbursement Agreement - Macomb South SOM LLC and Warren 10 Mile Residential, LLC (Mary Michaels/Tom Bommarito)**
    - Motion to approve the amended and restated development and reimbursement agreement for Macomb South SOM LLC and Warren 10 Mile Residential, LLC
  - C. Application for Kum & Go Convenience Store and Fueling Facility (Tom Bommarito/Mary Michaels)**
    - Motion to accept application and approve plan for Kum & Go Convenience Store and Fueling Facility
- 7. OLD BUSINESS**
- 8. LIST OF BILLS (Attached)**
- 9. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER**
- 10. ADJOURNMENT**

**MEETING MINUTES  
BROWNFIELD REDEVELOPMENT AUTHORITY  
CITY OF WARREN**

**MEETING HELD ON Thursday, June 29, 2023**

A regular meeting of the Brownfield Redevelopment Authority of the City of Warren was called to order at 10:00 a.m. on Thursday, June 29, 2023, in the Township Meeting Room located on the 2<sup>nd</sup> floor of Warren City Hall.

**BOARD MEMBERS PRESENT**

Gary Kiesgen  
Zenon Kwik  
Glenn Eckert  
Mike Smith

**BOARD MEMBERS ABSENT**

James Yarema

**ALSO PRESENT**

Tom Bommarito, Economic Development Director  
Dylan Clark, Economic Development  
Mary Michaels, Chief Assistant City Attorney  
Mark Knapp, Assistant City Controller

**1. CALL TO ORDER**

The meeting was called to order at 10:02 a.m.

**2. ROLL CALL**

**Motion:**

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

**No opposition, motion passed.**

**3. ADOPTION OF AGENDA**

**Motion:**

A motion was made by Mr. Kwik and supported by Mr. Smith to adopt the June 29, 2023 agenda.

**No opposition, motion passed**

**4. APPROVAL OF THE MINUTES (May 17, 2023)**

**Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to approve the minutes from the May 17, 2023, Brownfield meeting.

**No opposition, motion passed**

**5. FINANCIAL REPORT**

Mark Knapp stated that at the end of last fiscal year, the Brownfield Authority had about \$446,000 in the bank and projections show this year will increase that by about \$60,000 bringing the total to over \$500,000.

Mark Knapp also stated that when paying bills, the board can have five total check signers, with at least one being a board member. He requested that the board add Sara Karpuk from the Controller's Office as a signer.

**Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to add Sara Karpuk as a check signer.

**No opposition, motion passed**

**6. OLD BUSINESS**

**A. Election of Officers (Tom Bommarito)**

Mr. Eckert nominated Mr. Kiesgen for President.  
Mr. Kiesgen nominated Mr. Eckert for Vice President.  
Mr. Smith nominated Mr. Kwik for Treasurer.  
Mr. Kwik nominated Mr. Smith for Secretary.

**Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to elect board members to each position, as nominated.

**No opposition, motion passed**

**B. Environmental Cleanup at 23158 Van Dyke – Meridian Contracting Group (Tom Bommarito)**

Tom Bommarito stated that an environmental study was done on the building, and the recommendations to clean it were put out to bid. Meridian Contracting Group submitted the lowest bid.

**Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to hire Meridian Contracting Group for environmental cleanup at 23158 Van Dyke in the amount of \$29,687.00

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Smith	Yes
Mr. Kiesgen	Yes
Mr. Kwik	Yes
Mr. Eckert	Yes

**No opposition, motion passed**

**7. LIST OF BILLS**

**Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Smith, to approve paying the June 29, 2023 List of Bills.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Smith	Yes
Mr. Kiesgen	Yes
Mr. Kwik	Yes
Mr. Eckert	Yes

**No opposition, motion passed**

**8. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER**

**9. ADJOURNMENT**

**Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to adjourn the meeting at 10:33 a.m.

**No opposition, Motion passed**

X   
Gary Kiesgen  
Brownfield Chairperson

X   
Thomas Bommarito  
Brownfield Director

**AMENDED AND RESTATED**  
**DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

**THIS AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT** (the "Agreement") dated \_\_\_\_\_, 2023, 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 3315 North Oak Trafficway, Kansas City, Missouri 64116 (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 proposed 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"). A drawing of the Property is attached in the Exhibit B. The Property is included in a brownfield plan (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 City originally approved the Plan on January 25, 2022, as amended on July 25, 2023, to support redevelopment of the Property with Developer's demolition of the existing building and construct three new buildings on the Property that would contain approximately 1.4 million square feet of light-assembly/industrial space (the "Project"). The Project involves department specific activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, 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 \$200,000,000.

**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, 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 \$31,708,500, pursuant to the First Amendment to the Brownfield Redevelopment Plan Warren Transmission Redevelopment Project dated April 1, 2023 (Amended Plan).

**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 \$31,708,500.

**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, and approved the Amended Plan on July 2, 2023, provides for a maximum reimbursement to Developer for the Eligible Costs described below, up to \$31,708,500 of Tax Increment Revenues, with the actual amount subject to reduction based upon unexpended activity, 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.

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, and amended on July 25, 2023, a copy of such Amended Plan is attached as **Exhibit B**, 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 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 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, the Developer shall submit to the Authority not more than twice a year, 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, 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 \$31,708,500. 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 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 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.

## 5. 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 the first year of capture under the Plan. Except as provided in Section 5(a) for pre-completion activities, a written notice of Project completion will be provided to the Authority prior to or in conjunction with the final 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 final submission of costs.

(c) After Project completion, the Authority will issue payments no later than the later of April 30 or 60 days 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 5(a) 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.

(g) 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 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 extend 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 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.

## **7. 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 schedule, which 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](mailto: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  
3315 North Oak Trafficway  
Kansas City, Missouri 64116

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. This Agreement shall supersede and replace the prior agreement entitled Development and Reimbursement Agreement dated on or about March 28, 2022.

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

Witnessed by:

**DEVELOPER:**  
**NP MOUND ROAD INDUSTRIAL, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE CITY OF WARREN BROWNFIELD  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Tom

Bommarito, Director

28838443

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**EXHIBIT B**  
**BROWNFIELD PLAN**

**CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD REDEVELOPMENT PLAN  
15050 AND 15150 E. 14 MILE ROAD**

**KUM & GO #2801  
c/o: Kum & Go, L.C. (Developer)  
Attn: Mr. Ryan Halder, Senior Site Development Manager  
1459 Grand Avenue  
Des Moines, Iowa 50309-3005**

**August 7, 2023**

**Prepared by:**

**G2 Consulting Group, LLC  
1866 Woodslee Street  
Troy, Michigan 48083  
Contact: Patrick Bell, Project Manager  
248-680-0400  
pbell@g2consultinggroup.com**

**Approved by the City of Warren Brownfield Redevelopment Authority on:**

**Approved by the Warren City Council on:**

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## **ACT 381 BROWNFIELD PLAN**

### **1.0 INTRODUCTION**

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

The proposed project involves the redevelopment of two, existing commercial properties located at 15050 and 15150 E. 14 Mile Road, City of Warren, Macomb County, Michigan (subject property) with a Kum & Go convenience store with vehicle fueling. More specifically, the redevelopment will include razing the existing buildings and site features, the erection of a 3,968-square foot convenience store on the south-central portion of the property, the installation of four, 12,000-gallon and one, 20,000-gallon underground storage tanks (USTs) on the northeast portion of the subject property for gasoline/diesel/E85 fuel storage, and the construction/installation of five fuel dispensers with an overhead canopy on the north-central portion of the subject property. In addition to fuel sales the proposed development will include the sale of typical packaged convenience store items, preparation and sale of food, and alcohol sales. The proposed Kum & Go site plan is provided in **Attachment A**.

The project will also include additional environmental investigative activities, environmental response activities, and infrastructure improvements. Demolition is expected to commence in the spring of 2024 and it is estimated the project will be completed within 10 months on commencement of construction. Upon redevelopment, 22 jobs are anticipated that will include 10 to 12 full-time store associates, 6 to 8 part-time store associates, and 2 to 4 management and facility support staff. The anticipated project investment is \$8.5 million.

Refer to **Figure 1** for a general location map and **Figure 2** for a general site map.

#### **1.2 Eligible Property Information**

A Phase I Environmental Site Assessment (ESA) of the subject property indicated that the 15150 E. 14 Mile Road parcel operated as a gasoline station from at least 1969 to the late 1980s. Subsurface investigations of the subject property have demonstrated both the soil and groundwater to be impacted by contaminants related to gasoline station operations at concentrations in excess of Michigan Department of Environment, Great Lakes and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) and EGLE Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. In addition, contaminants have been identified in soil at saturation concentrations indicating the presence of non-aqueous phase liquid (NAPL or "free product"). As such, the subject property qualifies a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act, Act 451 P.A. 1994, as amended (NREPA) and is considered an "eligible property" as defined in Act 381 of 1996, as amended.

Refer to **Figure 3** for soil boring locations and **Figures 4 and 5** for concentrations of contaminants in soil and groundwater, respectively.

The eligible property consists of three contiguous parcels of property as described in the

following table:

Property ID #	Address	Details	Current Owner
12-13-01-228-021	15050 E. 14 Mile Road	Former bank building and paved parking (0.605-acres)	- Capital 14 Hayes 2 LLC
12-13-01-228-011	15150 E. 14 Mile Road	Former bakery and paved parking (0.514-acres)	- Capital 14 Hayes LLC
12-13-01-228-022	Unaddressed	Vacant land, paved parking (0.085-acres)	- Capital 14 Hayes 2 LLC

Although the identified contamination appears to be limited to the former gasoline station parcel (12-13-01-228-011) the remaining two parcels (12-13-01-228-021 and 12-13-01-228-022) are contiguous parcels within the City of Warren's Brownfield Redevelopment Plan and are considered as "eligible property" as defined in Act 381 of 1996, as amended.

Refer to **Attachment B** for an ALTA/NSPS Land Title Survey of the subject property.

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

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

Local-only Eligible Activities Costs and Schedule		
Eligible Activities	Cost	Completion Season/Year
Phase I Environmental Site Assessment (ESA)	\$3,200	Completed/2022
Initial Phase II Environmental Site Assessment (ESA)	\$36,600	Completed/2023
Supplemental Phase II ESA to further define NAPL ("free product")	\$20,000	Fall/2023
Baseline Environmental Assessment	\$4,000	Fall/2023
Due Care Compliance Analysis/Plan	\$5,000	Fall/2023
Due Care Planning	\$7,500	Fall/2023
Site-specific contaminant Health & Safety Plan (HASP)	\$5,000	Winter/2023
Hazardous waste characterization of soil and groundwater for disposal(s)	\$15,000	Spring/2024
Soil management (includes excavation, transportation, proper disposal, clean backfill) - \$260,000	\$260,000	Spring/2024
Groundwater management (includes transportation and proper disposal)	\$125,000	Spring/2024
NAPL in soil remediation verification sampling/reporting	\$35,550	Spring/2024
Contaminant vapor barrier and passive venting for proposed building	\$28,000	Summer/2024
Chemical impervious utility systems/lines	\$175,000	Summer 2024
Environmental Sub-Total	\$719,850	
Contingency (15%)	\$99,908	
Interest (not requested)	\$0	
Brownfield Plan Preparation	\$12,000	Summer/2023
<b>Eligible Activities Total Costs</b>	<b>\$831,758</b>	

## **2.2 Summary of Eligible Activities**

Environmental Activities – Phase I and II Environmental Site Assessments (ESAs) have been completed on behalf of the Developer. Additional environmental site investigations/reporting will be conducted including a supplemental Phase II ESA to define the extent of NAPL on-site, preparation of Baseline Environmental Assessment, Due Care Compliance Analysis/Plan, and Site-Specific Health and Safety Plan. Due Care activities will be implemented and conducted, including due care planning, hazardous waste characterization of soil and groundwater for disposal purposes, soil management (i.e., excavation, transportation, proper disposal, clean backfill), groundwater management (i.e., transportation and proper disposal), confirmatory sampling of NAPL in soil excavation, contaminant vapor barrier and venting system beneath the proposed building, and chemical utility systems/lines.

## **2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

An estimate of real property tax capture for tax increment financing is attached as **Table 2**.

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

The cost of eligible activities included in this plan will be initially be paid for by the developer and they will seek reimbursement through available local-only, tax increment revenue during the term of the Plan. No advances have been made or are anticipated from the City or Warren.

## **2.5 Maximum Amount of Note or Bonded Indebtedness**

No bonds or notes will be issued by the Authority for the proposed redevelopment project.

## **2.6 Duration of Brownfield Plan**

The duration of the plan for the project is estimated at eight years. It is anticipated that the redevelopment of the subject property will be completed in 10 months and that it will take up to eight years of available capture to reimburse the eligible activities cost through tax increment revenues (TIRs). While it has not been proposed by the Authority, an additional five years of capture for the Local Brownfield Revolving Fund (“LBRF”) is available. Should the Authority opt to capture TIRs, it would be expected that the duration of the plan would extend to 13 years. It is anticipated that the first full year of TIR capture will be in 2025, with reimbursement starting that same year and continuing until the Developer is fully reimbursed and the Authority has completed capture for the LBRF (if any).

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

An estimate of real property tax capture is attached as **Table 2**. The Reimbursement Allocation Schedule is attached as **Table 3**.

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

- a. Legal descriptions, locations and dimensions for each of the three project parcels are presented in the ALTA/NSPS Land Title Survey in **Attachment B**.
- b. The historical use of the 15150 E. 14 Mile Road parcel has resulted in contamination in both the soil and groundwater at concentrations that exceed EGLE Part 201 GRCC and Residential VIAP Screening Levels, qualifying the 15150 E. 14 Mile Road property as a “facility” as defined in NREPA. The facility status of the 15150 E. 14 Mile Road parcel qualifies the property as “eligible property” as defined in Act 381 of 1996, as amended. As the two remaining parcels (12-13-01-228-021 and 12-13-01-228-022) are contiguous parcels to 15150 E. 14 Mile Road and are within the City of Warren’s Brownfield Redevelopment Plan they are also “eligible property” as defined in Act 381 of 1996, as amended.
- c. New personal property added to the subject property is included as part of the “eligible property” to the extent that it is taxable.

**2.9 Estimates of Residents and Displacement of Individuals/Families**

There are no persons currently residing on the subject property and, therefore, no families or individuals will be displaced.

**2.10 Plan for Relocation of Displaced Persons**

This section is not applicable as there are no persons residing on the subject property.

**2.11 Provisions for Relocation Costs**

This section is not applicable as there are no persons residing on the subject property.

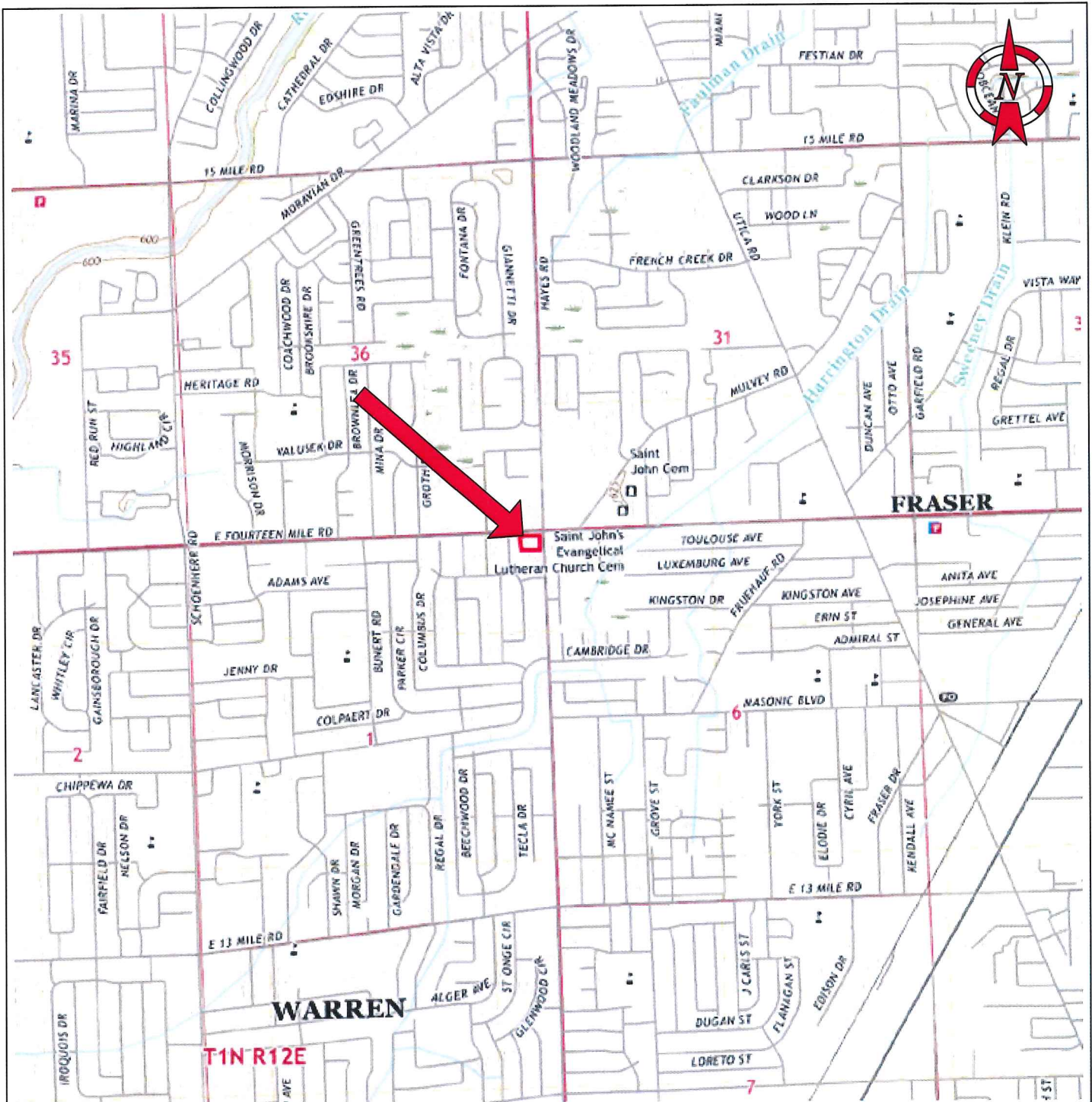
**2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law**

This section is not applicable as there are no persons residing on the subject property.

**2.13 Other Material that the Authority or Governing Body Considers Pertinent**

Redevelopment of the project property will transform two, vacated business operations into a viable business that will provide increased property taxes, job opportunities and consumer services/products to the local community.

# Figures



### LEGEND

Indicates the approximate subject site location

USGS 7.5 Minute Map  
Mount Clemens West, Michigan  
Dated 2019

### General Location Plan

K&G 2801  
15050 & 15150 E. 14 Mile Road  
Warren, Michigan



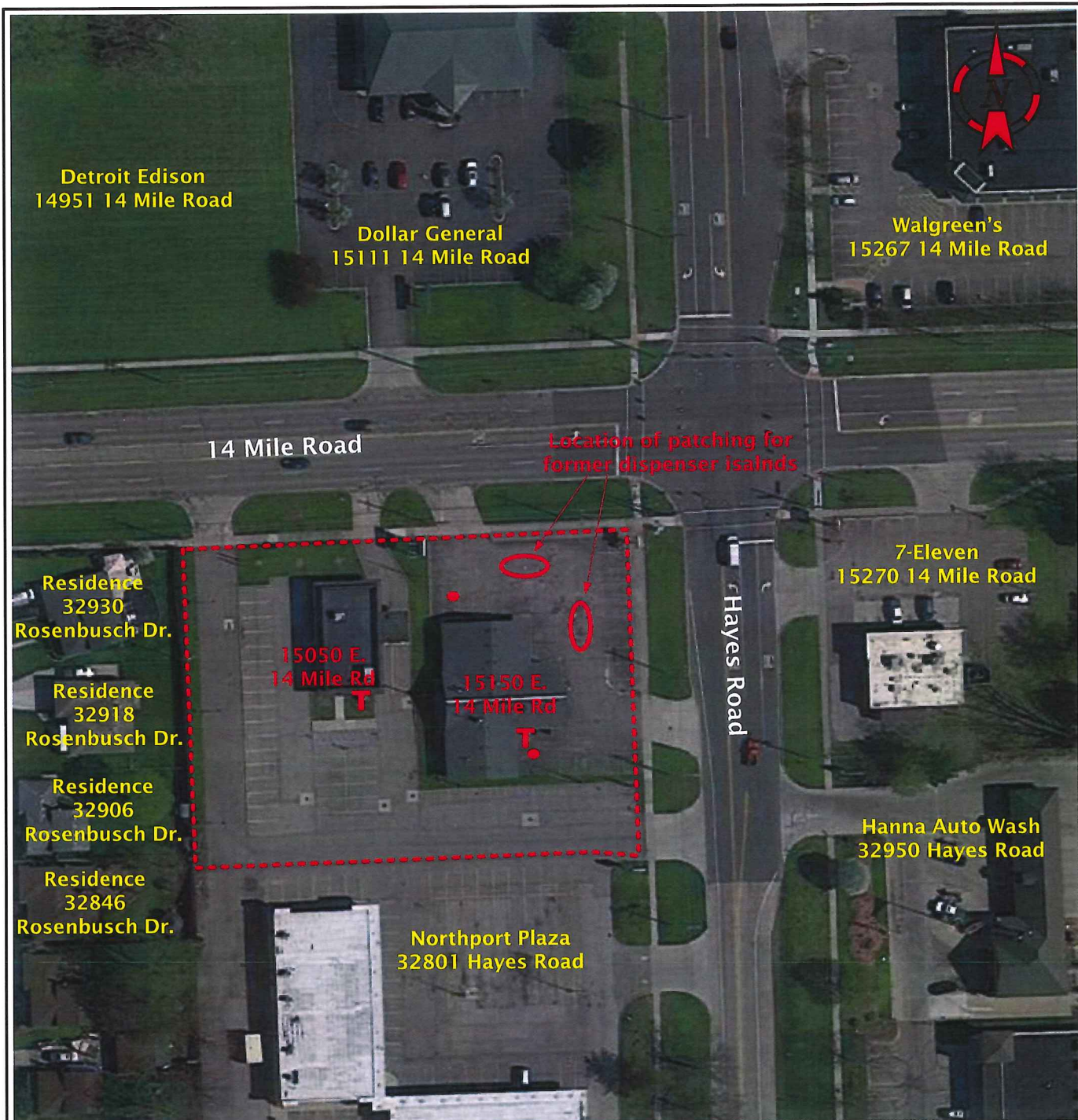
Project No.: 223873

Drawn By: MLT

Date: 12/19/22

Scale: NTS

Figure  
1



### Legend

- Approximate Subject Property Boundary
- T Pad Mounted Transformer
- Approximate location of small drains

### General Site Plan

K&G 2801  
15050 & 15150 E. 14 Mile Road  
Warren, Michigan



Project No.: 223873

Drawn By: MLT

Date: 12/19/22

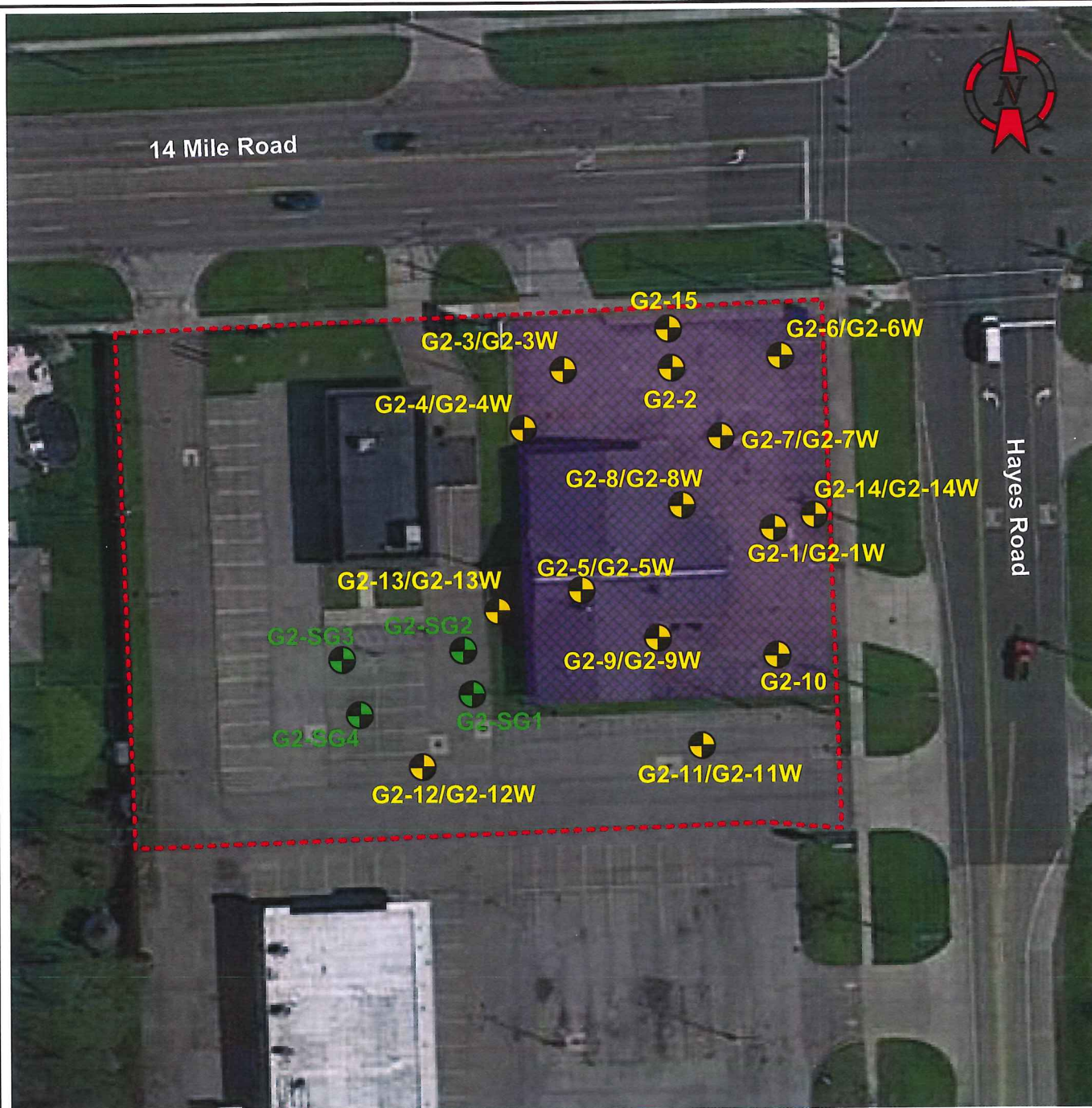
Scale: NTS

Figure  
2



14 Mile Road

Hayes Road



### Legend



Approximate Subject Property Boundary



Approximate GPR Area (interior and exterior)



Soil boring location



Soil gas point location

### Soil Boring Locations

K&G 2801  
15050 and 15150 E. 14 Mile Road  
Warren, Michigan



Project No.: 223873

Drawn By: PTB




Date: 3/21/23

Scale: 1"=60'

Figure  
3



### Legend

-  Approximate Subject Property Boundary
-  Soil boring location
-  Soil gas point location

### Concentrations of Contaminants in Soil Above GRCC and/or Residential VIAP Screening Levels

K&G 2801  
 15050 and 15150 E. 14 Mile Road  
 Warren, Michigan



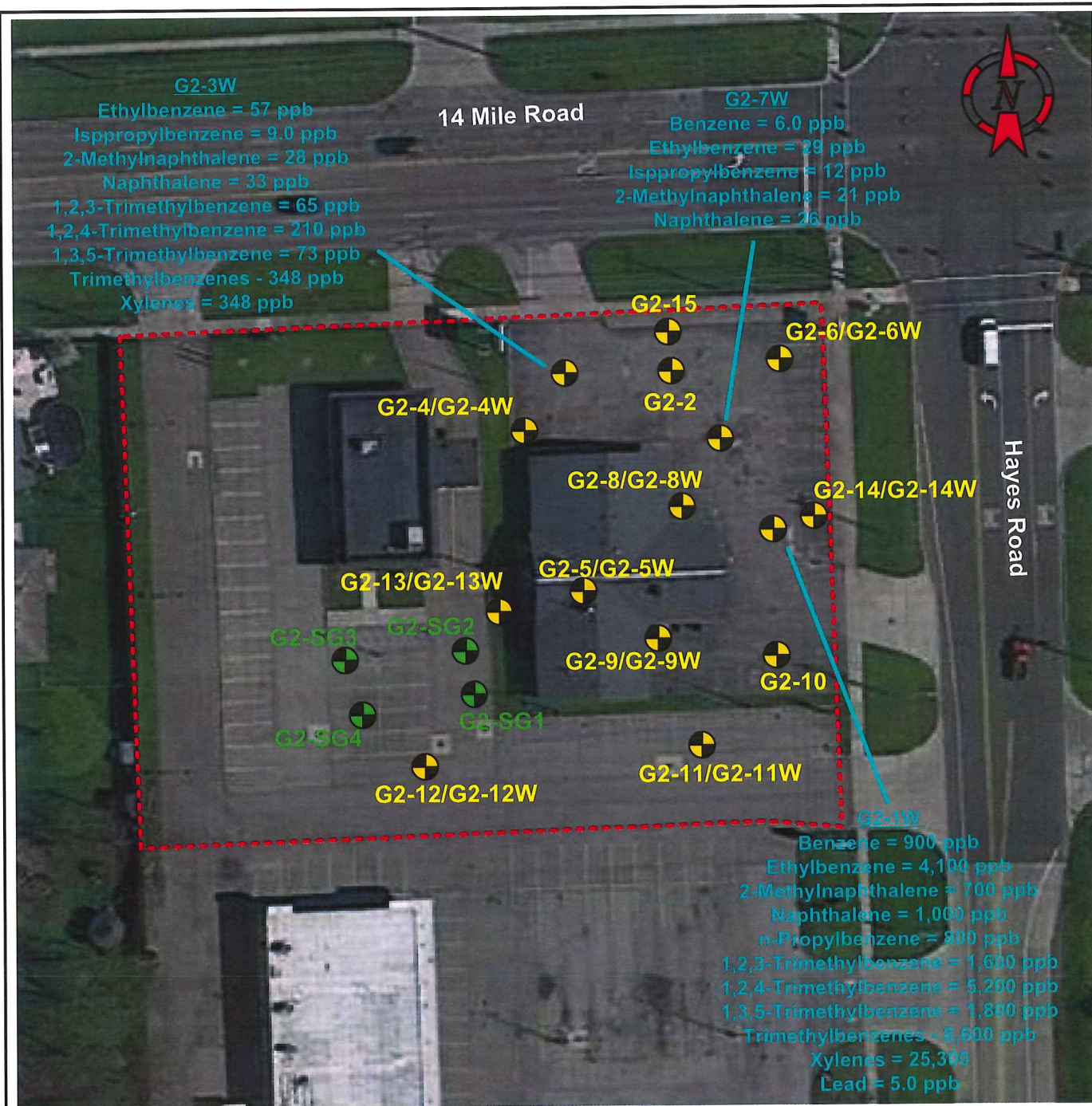
Project No.: 223873

Drawn By: PTB

Date: 3/21/23

Scale: 1"=60'

Figure  
 4



### Legend



Approximate Subject Property Boundary



Soil boring location



Soil gas point location

### Concentrations of Contaminants in Groundwater Above GRCC and/or Residential VIAP Screening Levels

K&G 2801  
 15050 and 15150 E. 14 Mile Road  
 Warren, Michigan



CONSULTING GROUP

Project No.: 223873

Drawn By: PTB

Date: 4/21/23

Scale: 1"=60'

Figure  
5

# Tables

**Table 1. Eligible Activities**

15050 15150 E. 14 Mile Road

Warren, Michigan

*As of July 11, 2023*

ELIGIBLE ACTIVITIES COST SUMMARY				
				Estimated Cost of Eligible Activity
Predevelopment Activities				\$ 68,800
Due Care Compliance Activities				\$ 651,050
<b>TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES</b>				<b>\$ 719,850</b>
<b>Total Environmental Eligible Activities</b>				<b>\$ 719,850</b>
15% Contingency on Eligible Activities				\$ 99,908
Brownfield Plan Preparation				\$ 12,000
<b>Total Eligible Activities Cost with 15% Contingency</b>				<b>\$ 831,758</b>
<b>Total Eligible Costs for Reimbursement</b>				<b>\$ 831,758</b>

ELIGIBLE ACTIVITIES COST DETAIL				
	# of Units	Unit Type	Cost/ Unit	Est. Total Cost
<b>Predevelopment Activities</b>				
Phase I Environmental Site Assessment (ESA)	1	LS	\$ 3,200	\$ 3,200
Phase II ESA	1	LS	\$ 36,600	\$ 36,600
Supplemental Phase II ESA - further define NAPL	1	LS	\$ 20,000	\$ 20,000
Baseline Environmental Assessment (BEA)	1	LS	\$ 4,000	\$ 4,000
Documentation of Due Care Compliance/Plan	1	LS	\$ 5,000	\$ 5,000
<b>subtotal</b>				<b>\$ 68,800</b>
<b>Due Care Compliance Activities</b>				
Due Care Planning	1	LS	\$ 7,500	\$ 7,500
Site-Specific Contaminant Health & Safety Plan (HASP)	1	LS	\$ 5,000	\$ 5,000
Hazardous waste characterization of soil and groundwater for disposal(s)	1	LS	\$ 15,000	\$ 15,000
Soil and groundwater management (excavation, transportation, disposal and backfill)	1	LS	\$ 260,000	\$ 260,000
Groundwater management (transportation and disposal)	1	LS	\$ 125,000	\$ 125,000
NAPL in soil remediation verification sampling/reporting	1	LS	\$ 35,550	\$ 35,550
Contaminant vapor barrier and passive venting for proposed building	1	LS	\$ 28,000	\$ 28,000
Chemical impervious utility systems/lines	1	LS	\$ 175,000	\$ 175,000
<b>subtotal</b>				<b>\$ 651,050</b>
<b>Brownfield Plan &amp; Act 381 Work Plan</b>				
Brownfield Plan	1	LS	\$ 12,000	\$ 12,000
<b>subtotal</b>				<b>\$ 12,000</b>



Table 2. Tax Increment Revenue Estimates

15050 15150 E. 14 Mile Road

Warren, Michigan

As of July 11, 2023

	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2038		2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754	\$ 373,754
\$ 4,131,188	\$ 4,234,468	\$ 4,340,329	\$ 4,448,837	\$ 4,560,058	\$ 4,674,060	\$ 4,790,911	\$ 4,910,684	\$ 5,033,451	\$ 5,159,288	\$ 5,288,270	\$ 5,420,476	\$ 5,555,988	\$ 5,694,888	\$ 5,837,260	\$ 5,983,192	\$ 6,133,124
\$ 3,757,434	\$ 3,860,714	\$ 3,966,575	\$ 4,075,083	\$ 4,186,304	\$ 4,300,306	\$ 4,417,157	\$ 4,536,930	\$ 4,659,697	\$ 4,785,534	\$ 4,914,516	\$ 5,046,722	\$ 5,182,234	\$ 5,321,134	\$ 5,463,506	\$ 5,609,438	\$ 5,759,930
\$ 31,286	\$ 32,145	\$ 33,027	\$ 33,930	\$ 34,856	\$ 35,806	\$ 36,779	\$ 37,776	\$ 38,798	\$ 39,846	\$ 40,920	\$ 42,021	\$ 43,149	\$ 44,305	\$ 45,491	\$ 46,706	\$ 47,951
\$ 7,526	\$ 7,733	\$ 7,945	\$ 8,162	\$ 8,385	\$ 8,613	\$ 8,847	\$ 9,087	\$ 9,333	\$ 9,585	\$ 9,843	\$ 10,108	\$ 10,379	\$ 10,658	\$ 10,943	\$ 11,235	\$ 11,534
\$ 1,041	\$ 1,069	\$ 1,099	\$ 1,129	\$ 1,160	\$ 1,191	\$ 1,224	\$ 1,257	\$ 1,291	\$ 1,326	\$ 1,361	\$ 1,398	\$ 1,435	\$ 1,474	\$ 1,513	\$ 1,554	\$ 1,595
\$ 4,767	\$ 4,898	\$ 5,032	\$ 5,170	\$ 5,311	\$ 5,456	\$ 5,604	\$ 5,756	\$ 5,912	\$ 6,071	\$ 6,235	\$ 6,403	\$ 6,575	\$ 6,751	\$ 6,932	\$ 7,117	\$ 7,306
\$ 10,427	\$ 10,713	\$ 11,007	\$ 11,308	\$ 11,617	\$ 11,933	\$ 12,258	\$ 12,590	\$ 12,931	\$ 13,280	\$ 13,638	\$ 14,005	\$ 14,381	\$ 14,766	\$ 15,161	\$ 15,566	\$ 15,981
\$ 18,730	\$ 19,245	\$ 19,773	\$ 20,313	\$ 20,868	\$ 21,436	\$ 22,019	\$ 22,616	\$ 23,228	\$ 23,855	\$ 24,498	\$ 25,157	\$ 25,832	\$ 26,525	\$ 27,234	\$ 27,962	\$ 28,700
\$ 3,490	\$ 3,586	\$ 3,685	\$ 3,785	\$ 3,889	\$ 3,995	\$ 4,103	\$ 4,214	\$ 4,328	\$ 4,445	\$ 4,565	\$ 4,688	\$ 4,814	\$ 4,943	\$ 5,075	\$ 5,211	\$ 5,350
\$ 3,490	\$ 3,586	\$ 3,685	\$ 3,785	\$ 3,889	\$ 3,995	\$ 4,103	\$ 4,214	\$ 4,328	\$ 4,445	\$ 4,565	\$ 4,688	\$ 4,814	\$ 4,943	\$ 5,075	\$ 5,211	\$ 5,350
\$ 18,652	\$ 19,165	\$ 19,690	\$ 20,229	\$ 20,781	\$ 21,347	\$ 21,927	\$ 22,522	\$ 23,131	\$ 23,756	\$ 24,396	\$ 25,052	\$ 25,725	\$ 26,415	\$ 27,121	\$ 27,846	\$ 28,591
\$ 3,474	\$ 3,570	\$ 3,668	\$ 3,768	\$ 3,871	\$ 3,976	\$ 4,085	\$ 4,195	\$ 4,309	\$ 4,425	\$ 4,544	\$ 4,667	\$ 4,792	\$ 4,920	\$ 5,052	\$ 5,187	\$ 5,326
\$ 16,232	\$ 16,678	\$ 17,136	\$ 17,604	\$ 18,085	\$ 18,577	\$ 19,082	\$ 19,600	\$ 20,130	\$ 20,674	\$ 21,231	\$ 21,802	\$ 22,387	\$ 22,987	\$ 23,602	\$ 24,233	\$ 24,880
\$ 5,289	\$ 5,435	\$ 5,584	\$ 5,736	\$ 5,893	\$ 6,054	\$ 6,218	\$ 6,387	\$ 6,559	\$ 6,737	\$ 6,918	\$ 7,104	\$ 7,295	\$ 7,491	\$ 7,691	\$ 7,896	\$ 8,106
\$ 17,397	\$ 17,875	\$ 18,365	\$ 18,868	\$ 19,383	\$ 19,910	\$ 20,451	\$ 21,006	\$ 21,574	\$ 22,157	\$ 22,754	\$ 23,366	\$ 23,994	\$ 24,637	\$ 25,296	\$ 25,972	\$ 26,665
\$ 245	\$ 252	\$ 259	\$ 266	\$ 273	\$ 280	\$ 288	\$ 296	\$ 304	\$ 312	\$ 320	\$ 329	\$ 338	\$ 347	\$ 356	\$ 366	\$ 375
\$ 778	\$ 799	\$ 821	\$ 844	\$ 867	\$ 890	\$ 914	\$ 939	\$ 965	\$ 991	\$ 1,017	\$ 1,045	\$ 1,073	\$ 1,101	\$ 1,131	\$ 1,161	\$ 1,191
\$ 3,570	\$ 3,668	\$ 3,768	\$ 3,871	\$ 3,977	\$ 4,085	\$ 4,196	\$ 4,310	\$ 4,427	\$ 4,546	\$ 4,669	\$ 4,794	\$ 4,923	\$ 5,055	\$ 5,190	\$ 5,329	\$ 5,470
\$ 146,394	\$ 150,418	\$ 154,543	\$ 158,770	\$ 163,103	\$ 167,545	\$ 172,098	\$ 176,764	\$ 181,547	\$ 186,450	\$ 191,475	\$ 196,626	\$ 201,906	\$ 207,318	\$ 212,865	\$ 218,550	\$ 224,275

\$ 19,747	\$ 20,241	\$ 20,747	\$ 21,265	\$ 21,797	\$ 22,342	\$ 22,901	\$ 23,473	\$ 24,060	\$ 24,661	\$ 25,278	\$ 25,910	\$ 26,558	\$ 27,222	\$ 27,902	\$ 28,600	\$ 29,317
\$ 390	\$ 400	\$ 410	\$ 420	\$ 431	\$ 442	\$ 453	\$ 464	\$ 476	\$ 488	\$ 500	\$ 512	\$ 525	\$ 538	\$ 552	\$ 565	\$ 578
\$ 808	\$ 828	\$ 849	\$ 870	\$ 892	\$ 914	\$ 937	\$ 961	\$ 985	\$ 1,009	\$ 1,034	\$ 1,060	\$ 1,087	\$ 1,114	\$ 1,142	\$ 1,170	\$ 1,198

**Table 3. Reimbursement Allocation Schedule**  
 15050 15150 E. 14 Mile Road  
 Warren, Michigan  
*As of July 11, 2023*

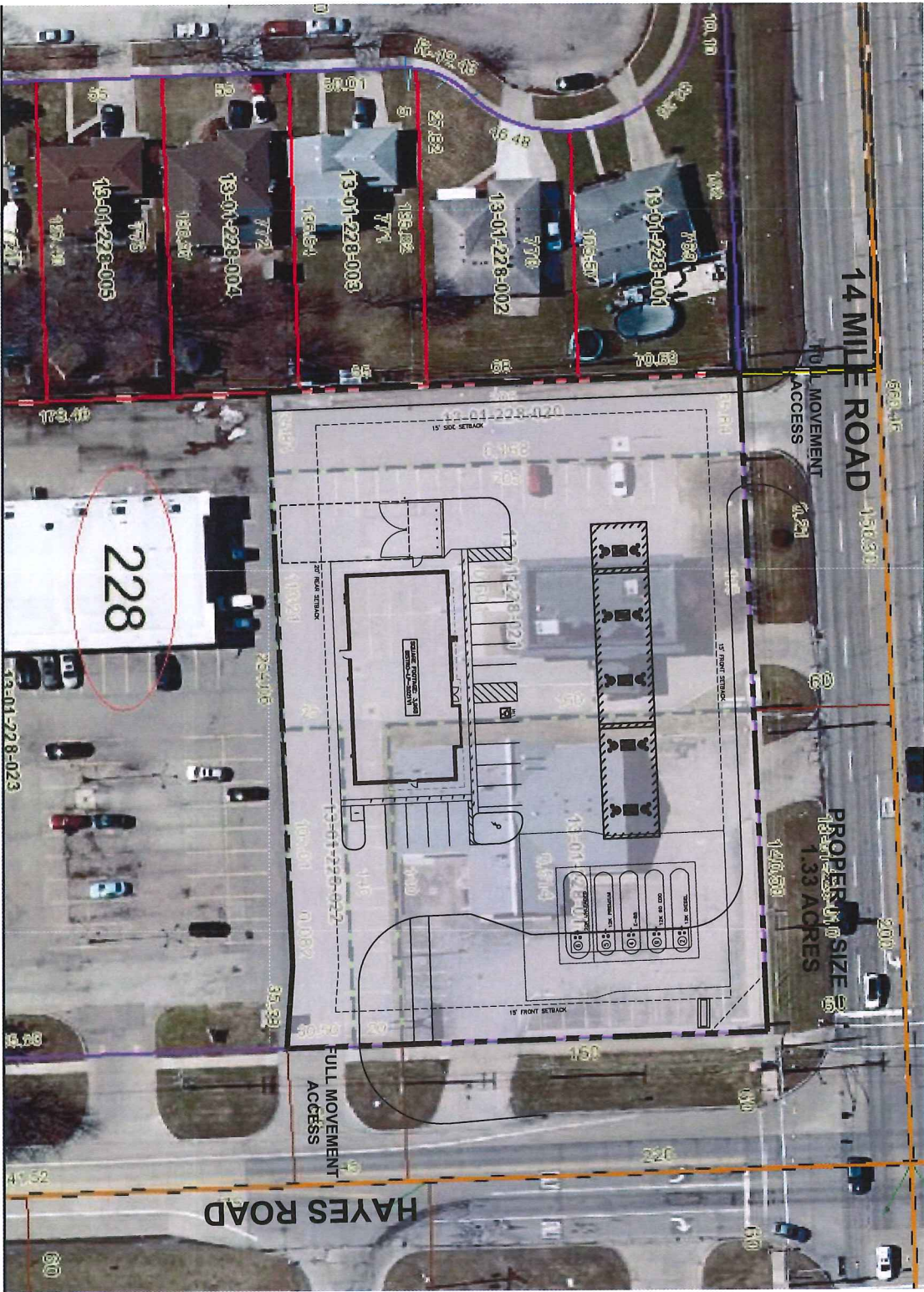
Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 831,758	\$ 831,758
<b>TOTAL</b>		\$ -	\$ 831,758	\$ 831,758

Estimated Total Years of Plan: 8

	Plan Year		End Plan							
	Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Revolving Fund (3 mills of SET)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845	124,230
BBA Administrative Fee	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845	124,230
Total State & Local TIR Available	\$	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845	124,230
<b>DEVELOPER</b>										
DEVELOPER Reimbursement Balance	\$	831,758	732,406	630,208	525,090	416,980	305,803	191,483	73,941	-
LOCAL-ONLY Reimbursement Balance	\$	831,758	732,406	630,208	525,090	416,980	305,803	191,483	73,941	-
Eligible Activities Reimbursement	\$	831,758	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845
Interest Reimbursement	\$	-	-	-	-	-	-	-	-	-
Total Local-Only TIR Reimbursement	\$	831,758	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845
Total Annual Developer Reimbursement	\$	831,758	99,351	102,199	105,118	108,110	111,177	114,320	117,542	120,845

# **Attachment A**

## **Proposed Kum & Go Site Plan**



WARREN, MI  
14 MILE ROAD & HAYES RD

SKETCH

PROJECT TEAM  
RISA DAVILA/LEONOR  
DAVID RIVKIN/LEONOR  
ON 02/01/2022

DATE	REVISION DESCRIPTION
10-04-2022	

SHEET NUMBER  
01 of 01

# **Attachment B**

## **ALTA/NSPS Land Title Survey**

### SITE BENCHMARKS

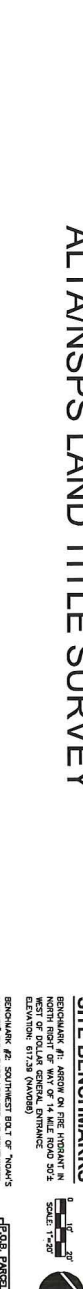


DATE: NOVEMBER 7, 2022

LAND IN THE OF , MACOMB COUNTY, MI, DESCRIBED AS FOLLOWS:

[illegible]

8. THE TRUSTS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "RECORDS COVERING SUBJECT PROPERTY AND SURROUNDING LAND, ROUTE APPROXIMATELY AS SHOWN HEREON, ON NORTH CORNER, POSSIBLY EXISTENT."
9. THE TRUSTS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "RECORDS COVERING SUBJECT PROPERTY AND SURROUNDING LAND, ROUTE APPROXIMATELY AS SHOWN HEREON, ON NORTH CORNER, POSSIBLY EXISTENT."
10. THE TRUSTS, PROVISIONS AND EASEMENTS CONTAINED IN THE DOCUMENT ENTITLED "RECORDS COVERING SUBJECT PROPERTY AND SURROUNDING LAND, EXHIBITS AS SHOWN HEREON." (AFFECTS PARCELS 1, 2 AND 3)
11. ALL OF OR THE LATEST EXECUTED BY A PERSON INCORPORATED AS A DEBARRED CORPORATION, AS LESSOR AND S/O OF CO-OWNERSHIP AS LESSEE, RECORDED MAY 18, 1967, AS UBER 224-5.
- RESPONSE: CONVERS PARCEL 1, DRAINAGE EXHIBITS AS SHOWN HEREON.

[illegible][illegible]

		REVISIONS
CAD FILE: E:\22005651\DWG\SURVEY\22005651P-01		

1459 Grand Ave  
Des Moines, IA 503  
P: 888-458-6646



P.M.: CPK	DRAWN BY: JR	JOB #: 22005951
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**Brownfield List of Bills - 9/19/2023**

**Required Formal Approval of the Following:**

<u>PAYEE</u>	<u>DATE OF INVOICE</u>	<u>AMOUNT</u>	<u>DETAILS</u>
Meridian Contracting Group	09/13/23	29,687.00	Env. Cleanup at 2318 Van Dyke Ave (PO: 161099)
		<u>AMOUNT:</u>	<u>29,687.00</u>

Meridian Contracting Group, LLC  
6149 Trailside Dr  
Washington, MI 48094  
pete@meridiangroup1.com



## INVOICE

**BILL TO**  
City of Warren Brownfield  
Authority

**INVOICE #** 10227  
**DATE** 09/13/2023  
**DUE DATE** 10/13/2023  
**TERMS** Net 30

**P.O. NUMBER**  
161099

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Construction Service	Hazardous Material clean up per PO # 161099 at 23158 Van Dyke.. per ITB-W-0978	1	29,687.00	29,687.00

BALANCE DUE

**\$29,687.00**