



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**

August 21, 2024 at 10:00 A.M.

Township Conference Room, 2nd 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 (February 14, 2024)**
- 5. FINANCIAL REPORT**
- 6. NEW BUSINESS**
 - A. 13041 Ten Mile Road/Schoenherr 10 Redevelopment - Associated Environmental Services, LLC**
 - Motion to hire Associated Environmental Services, LLC to provide Brownfield Consultation Services for the review of the TIF Reimbursement Submittal Package for the Schoenherr 10 Redevelopment project (13041 Ten Mile Road) and to pay the invoice once report is received by BRA staff, in an amount not to exceed \$4,900.00.
 - B. 12350 E. Nine Mile Road/Young Supply Co - Associated Environmental Services, LLC**
 - Motion to hire Associated Environmental Services, LLC to provide Brownfield Consultation Services for the review of the AKT Peerless Brownfield Application & Plan for proposed redevelopment project at 12350 E. 9 Mile Road, (Young Supply Co) and to pay the invoice once report is received by BRA staff with the amount not to exceed \$2,400.00

C. 12350 E. Nine Mile Road/Young Supply Co – Approval of Brownfield Plan

- Motion to approve brownfield plan for 12350 E. Nine Mile Road/Young Supply Co

D. 15050-15150 E. 14 Mile Road/Triterra - Associated Environmental Services, LLC

- Motion to hire Associated Environmental Services, LLC to provide Brownfield Consultation Services for the review of the Triterra Brownfield Application & Plan for proposed redevelopment project at 15050-15150 E. 14 Mile Road and to pay the invoice once report is received by BRA staff, with the amount not to exceed \$2,400.00

E. 15050-15150 E. 14 Mile Road/Triterra – Approval of Brownfield Plan

- Motion to approve brownfield plan for 15050-15150 E. 14 Mile Road/Triterra

F. MSHDA Housing Tax Increment Financing Program

7. OLD BUSINESS

A. 23500 Mound Road/Home Depot (Tom Bommarito)

- Motion to receive and file

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 Wednesday, February 14, 2024

A regular meeting of the Brownfield Redevelopment Authority of the City of Warren was called to order at 10:30 a.m. on Wednesday, February 14, 2024, in the Township Meeting Room located on the 2nd floor of Warren City Hall.

BOARD MEMBERS PRESENT

Gary Kiesgen
Zenon Kwik
Glenn Eckert

BOARD MEMBERS ABSENT

Mike Smith
James Yarema

1. CALL TO ORDER

The meeting was called to order at 10:35 a.m.

2. ROLL CALL

Motion:

A motion was made by Mr. Kwik, supported by Mr. Eckert, to excuse the absent members.

No opposition, motion passed

3. ADOPTION OF AGENDA

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to adopt the February 14, 2024 agenda.

No opposition, motion passed

4. APPROVAL OF THE MINUTES (September 19, 2023)

Motion:

A motion was made by Mr. Kwik, supported by Mr. Eckert, to approve the minutes from the September 19, 2023 Brownfield meeting.

No opposition, motion passed

5. FINANCIAL REPORT

None

6. NEW BUSINESS

- A. Request to Approve Addendum No. 1 to Development and Reimbursement Agreement - Macomb South SOM, LLC and Warren 10 Mile Residential LLC (Mary Michaels/Tom Bommarito)

Mr. Bommarito, Mary Michaels, and Lorenzo Cavaliere informed the board that this item is pertaining to the mixed-use development at 13041 Ten Mile Road. This request is to address two main changes: monetary adjustments and a title change. The previous amended plan for Phase 2 improvements for a multi-family residential development was approved by Council in July 2023. Afterwards, Macomb South SOM LLC assigned its rights in the Phase 2 development to another affiliate, Warren 10 Mile Residential LLC. The latest agreement will amend the original reimbursement agreement to increase the maximum reimbursement to \$2,856,551.00, which the net of a Phase 1 reduced activity cost of \$681,424.00, and Phase 2 cost of \$2,075,034.00. The TIF reimbursement will be sent to each entity for their respective site work; Macomb South SOM for Phase 1 office improvements, and Warren 10 Mile Residential LLC for Phase 2 multi-family residential improvements.

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to approve Addendum No. 1 to Development and Reimbursement Agreement - Macomb South SOM, LLC and Warren 10 Mile Residential LLC

ROLL CALL:

The motion carried unanimously as follows:

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

No opposition, motion passed

7. OLD BUSINESS

None

8. LIST OF BILLS

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to approve paying the February 14, 2024 List of Bills.

ROLL CALL:

The motion carried unanimously as follows:

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

No opposition, motion passed

9. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER

Mr. Bommarito took this time to inform the board that a new TIF is going to be available under a Brownfield. The state is using B.R.A. as a tool to pass new TIFs for housing development. The rules and regulations are still being refined and we are unsure as to when they will be published. However, Mr. Bommarito wanted to make sure the board was aware of this new and upcoming tool.

10. ADJOURNMENT

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to adjourn the meeting at 11:00 a.m.

No opposition, motion passed

X 

Gary Kiesgen
Brownfield Chairperson

X 

Thomas Bommarito
Brownfield Director

**Updated Proposal to Provide
Brownfield Consultation Services**

For the

**City of Warren
Community and Economic Development Department
And
City of Warren Brownfield Redevelopment Authority**

Prepared for

**City of Warren
Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community,
Economic and Downtown Development**

By

**Associated Environmental Services, LLC
*Proposal No. 2024042501.01***

July 29, 2024

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

July 29, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Proposal No. 2024042501.01

RE: Updated Proposal to provide Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the Brownfield TIF Reimbursement Submittal Package for the project generally described as the Schoenherr 10 Redevelopment at 13041 Ten Mile Road, Warren, MI project in Warren, Michigan

Dear Mr. Bommarito:

In response to your request during our meeting on Thursday, May 25, 2024, as well as our subsequent emails and conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to present the following proposal to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (hereinafter jointly referred to as "Client") with Brownfield Consultation Services.

Based upon our meeting discussion, AES understands that Client is in need of third-party review services, consultation services and report preparation services related to a review of a reimbursement submittal. Specifically, Client has requested AES to provide the following professional services:

1. Review the TIF reimbursement submittal package;
2. Compare the requested reimbursement to the approved Brownfield Plan (BP) and Act 381 Work Plan (WP) budgets;
3. Provide a professional opinion for the costs as either being eligible or ineligible based on the requested submittal documents;
4. Complete a summary report of the findings with recommendations for additional documentation submittal, if necessary, to maintain compliance with BRA BP and/or EGLE and MEDC work plan approvals; and
5. Provide additional consultation services on an as-needed basis.

Client has requested AES to prepare this Brownfield Consultation Services proposal for the purpose of retaining AES to provide the above described Brownfield Consultation Services to the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (WBRA).

Should Client wish to expand the scope of work to address additional services, each requested service will be dealt with on an individual basis based on the requested services scope of work as determined by Client and AES. Client shall authorize AES to provide the additional requested services by means of a Change Order and additional fees and expenses.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 26, 2024

As the project becomes better understood by AES and Client, AES may recommend additional possible services and recommend changes to AES's scope of work and fees to accomplish Client objectives.

AES will provide the specified Brownfield Consultation Services, as well any other services AES is retained to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

SCOPE OF WORK

Upon receipt of the signed proposal, AES will, based upon Client requested activities provide Brownfield Consultation Assistance related to: (1) reviewing the developer prepared TIF reimbursement submittal package; (2) compare the submittal request to the approved BP and Act 381 WP budgets; and (3) provide a professional opinion as to whether the requested reimbursement is eligible or ineligible based on the requested submittal. AES will, subject to being provided all necessary information on a timely basis, endeavor to complete the review within fifteen (15) to twenty (20) business days of receipt of submittal request and all supporting documentation.

FEES

AES will provide Brownfield Consultation Assistance on a **Time and Materials, plus expenses and reimbursables, basis**. Please see AES's Standard Hourly Fees presented in Table 1, below. AES will complete the above referenced scope of work in Tasks 1-4 for a fee Not Exceed (NTE) **\$4,900.00**.

Should Client so request, AES will provide Additional Brownfield Consultation Services to Client on a **Time and Materials, plus expenses and reimbursables, basis**. Please see AES's Standard Hourly Fees presented in Table 1, below.

HOURLY RATES – Previously Approved WBRA Rate Schedule

Hourly charges will vary depending upon the staff person or retained consultant who is providing the services. AES will charge the hourly fees presented in Table 1, below. Estimated fees based upon typically encountered task items are presented in the Brownfield Plan Preparation and Consultation Services Fee Estimate Table, below.

Table 1: Professional Services Fee Schedule

Professional Service	Hourly Rate
Firm Principal/Senior Project Management	\$225.00 - \$275.00
Project Management	\$175.00 - \$205.00
Senior Environmental/Technical Specialist	\$155.00 - \$165.00
Environmental/Technical Specialist	\$125.00 - \$145.00
Technical Draft/CADD	\$75.00 - \$85.00
Word/Data Processing	\$55.00 - \$65.00

In addition to the above, subconsultant charges, fees, commissions, and out of town travel expenses will be billed at cost plus a minimum of 15%. All other project related reimbursable expenses, including vehicle mileage,

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computer time, outside data reports, postage/shipping and reproductions will be billed in accordance with AES's Professional Services Fee Schedule.

All time recorded will be billed to the nearest tenth of an hour (6 minute) increment. AES anticipates the following staff will be assigned to the project at this time (subject to change at any time): **Nicholas G. Maloof, RPG**, whose **current billing rate is \$225.00 per hour**; Julie Pratt, Senior Environmental Specialist, whose billing rate is \$195.00 per hour; Kennan Robins, Senior Environmental Specialist, whose current billing rate is \$175.00 per hour; and Mike Angellotti, Environmental Specialist, whose current billing rate is \$155.00 per hour. These hourly rates may be adjusted annually. Time is charged for all work performed on your behalf, whether it takes the form of in-person meetings, telephone consultations, research, drafting, negotiations, discussions with third parties (such as governmental agencies), travel, or our absence from the office.

AES will also bill you for and you agree to reimburse and hold us harmless for all costs, disbursements, and expenses that we incur in handling your project. These costs and expenses include, but are not limited to, computerized research, courier services, photocopying (including photocopying of our file if you request a copy), filing fees, expenses, fees and the cost of hiring any necessary accountants, actuaries, consultants or appraisers. Costs and expenses also include cellular and long-distance telephone charges, postage, facsimile transmission, vehicle mileage other reasonable expenses connected with your project. AES will advise you of any foreseeable expenses that are significant and may ask that you pay these expenses directly.

EXCLUSIONS

The scope of work described herein is AES's standard scope of work. ***Any fieldwork, document review, consultation, reports or revisions not specifically identified in the standard scope of work described herein will be viewed as additions to the standard scope of work. Such additional work, when requested by Client, Client's legal counsel, Client's lender or other third parties, will be billed on a Time and Material basis according to the charges outlined in AES's Professional Services Fee Schedule (Table 1).***

SCHEDULE

AES will initiate the work outlined in this proposal within two days after receiving written authorization to proceed, contingent upon being provided all necessary information from Client as well as timely access to relevant WBRA and City of Warren project records.

RETAINER FEE

AES typically requires a retainer fee of prior to commencing work on the project. However, based upon Client assurances of payment, AES waves the requirement for a Retainer Fee.

PROJECT BILLING

AES will issue project invoices on a monthly basis (every 30 days). AES's payment terms are net payable upon receipt of invoice.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 26, 2024

OTHER TERMS AND CONDITIONS

This proposal is valid for a period of 60 days. AES's standard Terms and Conditions are presented in the Appendix and are incorporated herein as if set forth in full. This proposal is presented in a form that can be accepted as an agreement to conduct the services described herein.

To accept this proposal, please sign and date a copy of the proposal and the terms and conditions and return the signed copies to AES, facsimile accepted. AES will initiate work upon receipt of the signed proposal.

Should you have any questions or require additional information regarding this proposal, please contact us at (248) 203-9898.

Associated Environmental Services, LLC Proposal No. 2024042501.01



This proposal submitted by:

Nicholas G. Maloof, RPG

This proposal is hereby accepted for:

Company Name

By:

Signature

Date

Print Name

Title

NGM/jap

APPENDIX

AES Terms and Conditions

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

TERMS AND CONDITIONS

1. THE AGREEMENT

Professional Service projects are particularly vulnerable to misunderstanding of the obligations and responsibilities of the parties involved. Accordingly, these terms and conditions and the accompanying work order, proposal or agreement and schedules, if any, (the "Companion Documents") constitute the full and complete agreement (the "Agreement") between Associated Environmental Services, LLC (AES) and the client superseding any and all prior negotiations, correspondence, or agreements either written or oral, and may only be amended, added to, superseded or waived in a writing signed by both parties. By accepting the Companion Documents or by authorizing or accepting all or any portion of the work done or to be done by AES as specified in the Companion Documents, the client or prospective client shall be deemed to have accepted these terms and conditions as if set forth in full in any of the Companion Documents. As used in this Agreement, "project site" shall describe the real property that is the object of the services contemplated under this Agreement and "Project" shall refer to the work contemplated by the Companion Documents.

2. SCHEDULE

AES shall use reasonable efforts in performing services under this Agreement by mutually agreed upon completion dates. AES shall not be responsible for any delay due to AES's inability to gain access to the project site, any defective specifications, change in the scope of work, or any act of God, labor dispute, fire, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond AES's control. In the event of any such delay, AES's time for completion of the services, which are the subject of this Agreement, shall be extended accordingly.

3. REPORTS AND OWNERSHIP OF MATERIALS

With the exception of the AES report to the client, all documents, whether printed or stored on electronic media, including, but not limited to reports, drawings, original boring logs, field data, field notes, site maps, laboratory test data, calculations and estimates are and remain the property of AES. AES shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client shall not use AES's reports or documents, whether printed or stored on electronic media, for any other endeavor without the express written permission of AES. All samples obtained by AES pursuant to this Agreement may be discarded 30 days after AES issues its report unless otherwise mutually agreed in writing. The client shall not misquote or otherwise use or refer to the AES report or work product so as to present it out of context. Further, client agrees that all reports and other work product furnished to the client and not paid for in full shall be returned to AES upon demand and shall not be used for design, construction permits, financing or any other purpose. **The reports and documents are for the sole use and reliance of client. AES disavows any and all liability whatsoever to third parties not a direct party to the contract by and between Client and AES in commissioning the work outlined herein and in the Companion Documents and any assignment by client of AES's reports and/or documents shall be null and void.**

4. CLIENT DISCLOSURES

The client is responsible for providing full information regarding requirements of the Project, including, without limitation, information regarding the client's objectives, scheduling and other constraints, or any special characteristics of or requirements associated with the project site. If the scope of work set forth in the Companion Documents are incomplete or in error, the client shall notify AES at once and promptly provide a complete and accurate revised scope of work.

Client hereby warrants that AES is authorized to enter the project site and/or to perform the services contemplated in the Companion Documents and, if Client is not titleholder of the project site, that the titleholder of the project site is on notice that AES will be performing services on or for said project site.

In general, AES relies on the information provided by client. Specifically, it shall be the duty of client upon entering into this Agreement to notify AES of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the project site. "Hazardous substances" shall include, but shall not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment. This duty shall also apply to any Hazardous Substance with which AES may be provided or which exist or may exist on or near any project site upon which services are to be performed by AES's employees, agents or contractors. After entering into this Agreement, disclosure and notification to AES shall be required immediately upon discovery of any other Hazardous Substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.

All decisions relating to the disposal of Hazardous Substances shall be made solely by client, and AES shall not select the disposal site nor shall AES arrange in any other way for the disposal of any Hazardous Substances found on or removed from the project site.

To the extent that the proposal includes subsurface activities (which include, without limitation, soil borings, well installation or test pit excavations) among the services to be performed by AES, client shall furnish AES with diagrams indicating the location and boundaries of the project site's subsurface structures (foundations, pipes, tanks, cables, sewers, other utilities, etc.) AES shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not indicated on the diagrams provided.

5. CHANGES IN SCOPE OF WORK AND ESTIMATED FEES

(a) The scope of work and the time schedules defined in the proposal are based on the information provided by the client. Change in scope of work is defined as added, deleted, or modified work. If information provided by the client is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by client, or if client requests AES to change the original scope of work established by the Companion Documents, which request shall be made in writing, a written amendment to this Agreement equitably adjusting the costs and/or performance time hereunder shall be executed by client and AES as soon as practicable. AES shall have no obligation to perform any added or modified work until such amendment has been executed, and consent to amendments shall not be unreasonably withheld by either party.

(b) Fees set forth in the proposal shall be firm for 60 days from the date of such proposal; provided, however, that AES's standard charges are adjusted annually on March 1st of each year (the "Adjustment Date") and, regardless of the date of the proposal, work performed pursuant to this Agreement after the Adjustment Date shall be billed at the adjusted rates.

6. STANDARDS OF PROFESSIONAL SERVICES

Client acknowledges that AES has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by AES, except as expressly set forth below. Services performed by AES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental consulting professions who perform the same or similar services and practice contemporaneously under the same or similar conditions in the locality of the project site.

AES does not provide legal services or offer legal advice on matters of engineering, environmental, real property, or other law and disclaims any and all responsibility or liability relating to or arising out of client's reliance upon any opinion expressed by AES or its employees in the course of the performance of its services under this Agreement relating to any matter of law.

7. BILLINGS AND PAYMENTS

a) Unless otherwise specifically provided in the proposal or any attached fee schedules, billings will be based on AES's standard charges for actual time expended. All materials, travel and other out-of-pocket expenses will be billed at cost plus 15%. All other project related reimbursable expenses, including vehicle mileage, computer time, outside data reports, postage/shipping, reproductions, survey stakes and monuments, will be billed at an amount equal to 10% of the labor charges for the project. Client understands and agrees that the estimates of total, incremental, or phase project costs are reasonable projections provided for informational purposes in the Companion Documents and are not a representation or warranty of the actual costs which will be incurred in the performance of AES's services. AES shall submit invoices monthly for services performed and expenses incurred and not previously billed or included on any preceding invoice. **Payment is due upon receipt.** Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and AES may, without waiving any claim or right against client, and without incurring any liability whatsoever to client or other third parties relying upon services rendered unto client, suspend or terminate the performance of AES's services for failure to pay PAST DUE invoices. For all amounts unpaid after thirty (30) days from the invoice date, as set forth on AES's invoice form, client agrees to pay AES a late charge of one and one-half percent (1½%) per month, or 18% annually.

b) Client shall provide AES with a clear, written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.

c) Client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages nor shall any other sums be withheld from payments to AES by reason of client's inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. Client further agrees to pay AES any and all expenses incurred in recovering any delinquent amounts due, recovering possession of AES's reports and any other work product furnished to client pursuant to Paragraph 3 hereof, or enforcing any other rights AES has under this Agreement, including reasonable attorney's fees, accountant's fees, expert witness and case preparation fees, and court costs.

8. NOTICE OF LIEN

a) Client hereby grants AES the right and consents to the recording of a Consensual Lien against the project site real property and appurtenances thereon in order to secure payment for the services rendered by AES under this Agreement. Client hereby agrees that said lien may be recorded against the project site property during or after completion of the services contemplated under this Agreement or any time after breach or termination of this Agreement and that said Lien shall remain valid and enforceable as between AES and client. Further, this lien right expressly provides for and grants AES the power of foreclosure and sale under the Foreclosure of Mortgages and Land Contracts provisions of the Michigan Revised Judicature Act, MCLA 600.3101 et seq.

b) In addition to the lien rights granted by Client above, AES hereby notifies client that it reserves the right to utilize all available lien rights it may have in connection with its provision of services under this Agreement, including those provided under the Michigan Construction Lien Act. In order to perfect any construction lien in favor of AES, client agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq.

9. SAFETY

a) Client assumes sole and complete responsibility for the safety of all persons and property for the work to be performed hereunder at client's project site, including personnel and property of all contractors working on the project site. Client shall remain liable for any and all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same. AES may inform the client of deficiencies relating to the specifications and applicable regulations known to AES, but AES is not responsible for job site safety or the failure of the client or its agents to follow the recommendations of AES personnel. Client waives any claim against AES for, and agrees to indemnify and hold AES harmless from, any claim for liability for injury or loss to client or others in connection with such measures, except to the extent such loss results from AES's negligence.

b) If AES provides a health and safety officer at client's project site, AES shall be authorized to take any and all measures on behalf of client that in AES's opinion will maintain generally accepted health and safety standards for personnel at the site, however, client shall remain liable for all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same.

10. LIMITATION OF LIABILITY

It is expressly agreed that the client's maximum recovery against AES relating to the professional services performed hereunder, whether in contract, tort or otherwise, is the amount of AES's fee and that an award of damages not to exceed such fee is client's sole and exclusive remedy against AES. Under no circumstances shall AES be liable for client's loss of profits, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Client further agrees to require of contractors and all subcontractors an identical limitation of AES's liability for damages suffered by the contractor or the subcontractors arising from AES's acts, errors or omissions in rendering its professional services hereunder.

Client and, if client is acting for a principal in ordering work from AES, then also the said principal, agrees to indemnify and hold AES, its officers, employees, agents, contractors, and subcontractors, harmless from any and all claims, suits, costs and expenses, including attorneys' fees, which are attributable to the negligence of client, its successors, employees, agents or invitees, or which are related to this Agreement or the work to be performed by AES for which AES is not expressly responsible hereunder. Nothing contained in this Agreement or the Companion Documents shall create a contractual relationship with or a cause of action in favor of a third party against AES or client.

11. TERMINATION

This agreement may be terminated by either party upon at least five (5) business days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event that project site conditions become unsafe for the performance of the work, or if client fails to pay any invoice in full within thirty (30) days after invoice date, AES may, at any time and in its sole discretion, without waiving any other rights or claims against client and without thereby incurring any liability to client, elect to suspend or terminate performance of services upon five (5) business days prior written notice from AES to client. Notice may be provided by facsimile, email, or by regular U.S. Mail.

If this Agreement is terminated, AES shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include all unpaid reimbursable expenses and fees incurred as of the date of termination, including any cancellation fees or other non-refundable fees.

12. FORCE MAJEURE

Any delay or failure of AES to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond AES's control, without fault or negligence, and that by its nature could not have been reasonably foreseen by AES or, if it could have been reasonably foreseen, was unavoidable (which events may include, without limitation, natural disasters, embargoes, explosions, riots, wars or acts of terrorism, strikes or labor slowdown, lock-outs, Acts of God, malicious acts of damage, fire, weather, bacteria, virus or other pandemic, acts of any government authority or failure of the public utilities (water, sewer, electricity or gas supply, roads, internet and phone services, etc.) (each, a "Force Majeure Event").

Should AES identify the occurrence of such Force Majeure Event, AES shall provide Client prompt written notice of any such event or circumstance and the anticipated duration of such Force Majeure Event, if the duration of said event can be determined. AES will use reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement after the end of the Force Majeure Event. AES shall not be liable for any failure of or delay in the performance under this Agreement due to such failure or delay.

13. DISPUTE RESOLUTION

Prior to any Mediation, Arbitration or Litigation being filed by either party, the parties agree first to try in good faith to attempt to resolve all disputes arising out of or relating to this contract, or the breach thereof, through negotiation between the parties. If negotiation fails to resolve a dispute, then the parties agree first to try in good faith to settle the dispute by Mediation administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Mediation Procedures before resorting to Arbitration, Litigation, or some other similar dispute resolution procedure.

Any controversy, claim or dispute arising out of or relating to this contract, or the breach thereof, that cannot be settled by negotiation or Mediation may, at AES sole discretion, be settled by Arbitration administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof.

The Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules of the American Arbitration Association ("AAA"), shall be modified as follows:

- a) Client shall initiate arbitration by filing a demand at the Regional Office of the AAA closest to AES. AES shall initiate arbitration by filing a demand at the Regional Office closest to AES. Each demand for arbitration shall fully describe the basis for the claim and the specific relief sought.
- b) Disputes will be heard and determined by a panel of three arbitrators who each are experienced and knowledgeable in the general practices of the engineering, land surveying, environmental consulting, and land planning industry; and at least one of the arbitrators will be an attorney. Each party will appoint one arbitrator. The two arbitrators selected by the parties will then appoint one neutral arbitrator. If the two selected arbitrators cannot agree on the appointment of the third arbitrator within twenty (20) days after receipt of notice of demand for arbitration, such arbitrator(s) not appointed shall be selected and appointed by the AAA upon application of either party.
- c) Except as set forth below, judgment upon any award of the majority of the arbitrators shall be final, conclusive, and binding upon the parties, and may be entered upon the motion of either party in a court of competent jurisdiction. The award of the arbitrators may grant the relief which might be granted by a court of competent jurisdiction. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for equitable relief where such relief is necessary to protect its interest pending completion of the arbitration.

d) AES or client may petition a court of competent jurisdiction to confirm, correct, or vacate the award of arbitrators on the grounds stated in the Federal Arbitration Act, or to enter judgment on the arbitration award. Further, the prevailing party may petition a court of competent jurisdiction to enforce the award of the arbitrators, including but not limited to the actions of garnishment of bank accounts, wages, and other assets, and the power of sale for lien property.

e) The costs and expenses of each arbitration hereunder (including reasonable attorney fees) shall be borne equally by both parties.

14. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between client and AES shall survive the completion of services and the termination of this agreement.

15. PERIOD OF LIMITATION

No action, suit or other proceeding shall be instituted in connection with this Agreement or work performed under this Agreement more than two (2) years after the last day upon which AES provided substantial services hereunder.

16. SIGNAGE AND ADVERTISING

Client agrees that AES may place a sign on the project or Project site and may also use photographs from the project and summaries of the project for marketing purposes.

17. ASSIGNS

Neither client nor AES may delegate, assign, subcontract or transfer its duties or interest in this Agreement without the written consent of the other party, such consent shall not be unreasonably withheld.

18. GOVERNING LAW

This Agreement shall be governed by the law of the State of Michigan without regard to the conflict of law provisions thereof.

19. SEVERABILITY

If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected and such provision shall be modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

20. SECTION HEADINGS; CONSTRUCTION

Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise.

Reviewed and Accepted By:

Company Name

Signature

Date

Print Name

Title

**Macomb South SOM, LLC Brownfield Redevelopment
Project
13041 Ten Mile Road, Warren, Michigan**



www.associatedenvironmental.net

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

August 16, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Project No. 2024042501.01

RE: Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the Macomb South SOM, LLC Brownfield Redevelopment Project, 13041 Ten Mile Road, Warren, Michigan

Dear Mr. Bommarito:

In response to your request on Thursday, April 25, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (BRA) (hereinafter jointly referred to as "Client") with a summary of the Brownfield Administration Consultation Services completed by AES for the above referenced project (the "Project") as well as present the attached "BRA Submittal Checklist" and "WBRA Review of Invoices for Approved Eligible Activities" summary reports for the Project.

AES was retained by Client to provide third-party review services, consultation services and report preparation services. Specifically, AES was requested to provide the following professional services:

1. Conduct an audit of the existing BRA Project file and inventory the existing documentation and, as necessary, obtain any missing documents to ensure that the appropriate documentation and approvals are contained within the BRA project file;
2. Review the BRA Project file to confirm the presence of required documents in general compliance with applicable State of Michigan regulations (the "Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended") and create a checklist to confirm the document is in the file and the date received;
3. Review of a Tax Increment Finance (TIF) reimbursement submittal, comparison of the submittal to the approved Brownfield Plan (BP) and, if applicable, Act 381 Work Plan (WP) budgets and approve/deny costs as eligible/ineligible based on the requested submittal; and
4. Provide additional consultation services on an as-needed as-requested basis.

AES provided the above specified Brownfield Consultation Services, as well any other services AES was requested to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – Macomb South SOM, LLC
August 16, 2024

Brownfield Project Audit

AES was provided the BRA Project file for the Project by Client. AES then reviewed the BRA Project file and conducted an inventory of the existing documentation and created and prepared a BRA Submittal Checklist to confirm whether the required documentation was present in the file and the date received.

AES also reviewed the BRA Project file to confirm the presence of required documents in general compliance with applicable State of Michigan regulations (the “Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended”). A copy of the BRA Submittal Checklist is presented in **Attachment A**.

Brownfield Consultation Assistance – Review of a Tax Increment Finance (TIF) Reimbursement Submittal

AES was provided with a hard copy of the Project File which included the “Tax Increment Financing Reimbursement Request #1 for the Property Located at 13041 Ten Mile Road, Warren, Michigan” under date of April 25, 2023, which was prepared and submitted by PM Environmental.

AES was requested by Client to: (1) review the TIF reimbursement submittal; (2) compare the submittal request to the approved BP and Act 381 WP budgets, if any, and approve/deny costs as eligible/ineligible based on the requested submittal; and (3), as necessary, engage with the TIF Reimbursement submitter (developer, developers’ legal counsel, developers’ environmental consultant) to clarify any issues, items or invoices and request any additional documentation necessary for AES to approve or deny the requested TIF reimbursement based on the approved BP and Act 381 WP budgets.

AES reviewed the TIF reimbursement submittal and supplemental documentation provided by developers’ environmental consultant to Client as well as discussed the information presented with Client via phone calls and emails.

Opinion

Based on a review of the documents provided, the Property qualifies under P.A. 381 of 1996, as amended, and is eligible for TIR reimbursement of Eligible Activities. The following items were noted and some may require, at the discretion of the WBRA, additional documentation to be submitted to ensure compliance with WBRA requirements and P.A. 381 of 1996, as amended:

1. The Brownfield Plan was originally approved for “Warren 10 Mile State, LLC” and assigned to “Macomb South SOM, LLC” per the Reimbursement Agreement Assignment approved 4/3/2020.
2. Both EGLE and MSF Eligible Activities were approved for “Local Tax Capture” only.
3. Based on a City of Warren Opinion Letter, the property was determined to be “functionally obsolete” and qualifies under P.A. 381 of 1996, as amended for TIR reimbursement of Eligible Activities.
4. Eligible Activities, Administrative, and Local Brownfield Revolving Fund (LBRF) Captures were approved by the WBRA and City Council.
5. The maximum TIR capture for Developer Eligible Activities reimbursement is \$1,194,025.00.
6. The TIR Reimbursement Request included invoices and proof of payment that consisted of
 - a. Partial Waivers
 - b. Full Waivers
 - c. Sworn Statements
 - d. Bill Summaries; and
 - e. A/R Ledger statements
 - f. No ACH, wire or canceled check evidence of payment was provided

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – Macomb South SOM, LLC
August 16, 2024

7. Site Preparation line item costs included site development costs for grading, installation of utilities and other traditional site preparation costs as well as the following as part of the Site Preparation Eligible Activities
 - a. Mobile office rental
 - b. Temporary power
 - c. Mobile office heat
 - d. Portable toilet
8. The amount of TIR reimbursement requested in the April 23, 2023 cover letter in Appendix I is stated to be \$681,423.69. The line item amounts presented in Attachment B of Appendix I total the same amount.
9. Several of the individual WBRA approved line items were either over or under the line item budget for each line item, but the total TIR reimbursement requested does not exceed the maximum TIR capture amount approved of \$1,194,025.00.

A summary of the Eligible Activities line items approved by the WBRA and the TIF reimbursement submittal request for each line item is presented in AES' Brownfield Redevelopment Authority Invoices for Approved Eligible Activities review table. A copy of the Brownfield Redevelopment Authority Invoices for Approved Eligible Activities review table is presented in **Attachment B**.

Should you have any questions or require additional information regarding this summary report, please contact us at (248) 203-9898.

Sincerely,
ASSOCIATED ENVIRONMENTAL SERVICES, LLC



Nicholas G. Maloof, RPG

NGM/bd

ATTACHMENT A
BRA Submittal Checklist

BROWNFIELD SUBMITTAL CHECKLIST

Project Name: **Macomb South SOM, LLC Redevelopment**
Project Address: **13041 Ten Mile Road, Warren, Michigan**
Project Developer: **Macomb South SOM, LLC**

Date: **8/16/2024**

The following documents are necessary to satisfy the requirements for TIF capture as established under P.A. 381 of 1996, as amended:

Item	Submittal	Filed with BRA?	Date of Submission	Need Copy for BRA File?	Date of Verification
1	Brownfield Application	Yes	7/19/2019	No	8/16/2024
2	Brownfield Plan	Yes	7/19/2019	No	8/16/2024
3	BRA Request for Hearing	Unknown	Unknown	Yes	8/16/2024
4	BRA Plan Approval Resolution	Yes	7/25/2019	No	8/16/2024
5	BRA Brownfield Package Submission to City Council	Yes	10/1/2019	No	8/16/2024
6	Public Notice/Hearing Documents	Unknown	Unknown	Yes	8/16/2024
7	City Council Hearing	Yes	10/8/2019	No	8/16/2024
8	City Council Resolution	Yes	10/8/2019	No	8/16/2024
9	Act 381 Work Plan ¹	Local Only, N/A	N/A	N/A	8/16/2024
10	BRA-Approved Brownfield Package Submission to MDEQ/MSF ¹	Local Only, N/A	N/A	N/A	8/16/2024
11	MEDQ/MSF Approval Letters ¹	Local Only, N/A	N/A	N/A	8/16/2024
12	Tax Jurisdiction Notice	Yes	9/29/2019	No	8/16/2024
13	Supporting Documents: Phase 1, Phase 2, BEA, Due Care Plan ²	Unknown	Unknown	Yes	8/16/2024
14	Invoices for Eligible Activities ³	Yes	See Invoice Review	No	8/16/2024
15	Reimbursement Agreement	Yes	2/18/2020	No	8/16/2024
16	Reimbursement Agreement Assignment	Yes	4/3/2020	No	8/16/2024

ADDITIONAL COMMENTS:

¹ MSF/MEDC Act 381 Work Plan approval not received. State taxes may only be captured to the extent allowed by MDEQ Act 381 Work Plan Approval as well as under MCL §125.2663b(4).

² Phase II ESA, Baseline Environmental Assessment, and 7a Due Care Plan received _____.

³ See WBRA "Invoices for Approved Eligible Activities."

ATTACHEMENT B

Review of Invoices for Approved Eligible Activities Summary Table



City of Warren

Brownfield Redevelopment Authority

One City Square, Suite 210
Warren, Michigan 48093
Phone: (586) 574-4646

DATE: 8/16/2024

Project Name:	Macomb South SOM, LLC Redevelopment
Project Address:	13041 Ten Mile Road, Warren, Michigan
Project Developer:	Macomb South SOM, LLC

Brownfield Redevelopment Authority: Invoices for Approved Eligible Activities

Total Eligible Activity Costs:		\$	1,194,025.00				
Maximum Approved TIF Capture:		\$	1,194,025.00				
Item	Approved Line-Item Description	Approved Line-Items in BP		Invoiced	Budget Differential Under (-) or Over (+)	Balance Remaining of Eligible Activities Line Item Costs	Maximum Net Approved TIF Capture Balance Remaining
1	Phase I ESA	\$	2,400.00	\$	-	\$	1,191,625.00
2	Due Care Activities		\$0.00	\$	-	\$	1,191,625.00
3	Additional Response Activities		\$0.00	\$	-	\$	1,191,625.00
4	Demolition	\$	195,000.00	\$	(195,000.00)	\$	1,191,625.00
5	Lead/Asbestos Abatement		\$0.00	\$	-	\$	1,191,625.00
6	Infrastructure Improvements	\$	205,000.00	\$	163,030.00	\$	823,595.00
7	Site Prep	\$	627,500.00	\$	(328,241.31)	\$	524,336.31
8	Brownfield/381 Work Plan	\$	10,000.00	\$	1,735.00	\$	512,601.31
9	Contingency (15%)	\$	154,125.00	\$	(154,125.00)	\$	512,601.31
Totals		\$	1,194,025.00	\$	681,423.69	\$	512,601.31

Notes/Comments:	
1.)	Submittals Missing From BRA File: See Attachment A - Brownfield Submittal Checklist.



Environmental Services
Land Development
Real Estate Consulting

40701 Woodward Avenue
Suite 50
Bloomfield Hills, MI 48304

www.associatedenvironmental.net

**Updated Proposal to Provide
Brownfield Consultation Services**

For the

**City of Warren
Community and Economic Development Department
And
City of Warren Brownfield Redevelopment Authority**

Prepared for

**City of Warren
Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community,
Economic and Downtown Development**

By

**Associated Environmental Services, LLC
*Proposal No. 2024071901.01***

July 31, 2024

T (248) 203-9898
F (248) 422-2177

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

July 31, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Proposal No. 2024071901.01

RE: Proposal to provide Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the AKTPeerless Brownfield Application and Brownfield Plan for the proposed redevelopment project at 12350 E. 9 Mile Road in Warren, MI

Dear Mr. Bommarito:

In response to your request on Wednesday, July 17, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to present the following proposal to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (hereinafter jointly referred to as "Client") with Brownfield Consultation Services.

Based upon our meeting discussion, AES understands that Client is in need of third-party review services, consultation services and report preparation services related to a review of a reimbursement submittal. Specifically, Client has requested AES to provide the following professional services:

1. Review the Brownfield Plan submittal package;
 - a. Identify how the property qualifies as a Brownfield under P.A. 381 of 1996, as amended (e.g., contaminated, blighted, functionally obsolete, historic, MSHDA housing, transit oriented development, etc.);
 - b. Identify the requested Eligible Activities and which category, if any, under which they qualify for TIF reimbursement (e.g., EGLE, MSF, MSHDA);
2. Provide a professional opinion as to the proposed redevelopment project and activities being eligible or ineligible based on the requested submittal documents;
3. Prepare a summary memorandum of the findings/opinions with recommendations for additional documentation submittal, if necessary, to maintain compliance with WBRA BP and/or EGLE and MEDC requirements; and
4. Provide additional consultation services on an as-needed basis.

Client has requested AES to prepare this Brownfield Consultation Services proposal for the purpose of retaining AES to provide the above described Brownfield Consultation Services to the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (WBRA).

Should Client wish to expand the scope of work to address additional services, each requested service will be dealt with on an individual basis based on the requested services scope of work as determined by Client and AES. Client shall authorize AES to provide the additional requested services by means of a Change Order and additional fees and expenses.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

As the project becomes better understood by AES and Client, AES may recommend additional possible services and recommend changes to AES's scope of work and fees to accomplish Client objectives.

AES will provide the specified Brownfield Consultation Services, as well any other services AES is retained to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

SCOPE OF WORK

Upon receipt of the signed proposal, AES will, based upon Client requested activities provide Brownfield Consultation Assistance related to: (1) reviewing the developer prepared TIF reimbursement submittal package; (2) compare the submittal request to the approved BP and Act 381 WP budgets; and (3) provide a professional opinion as to whether the requested reimbursement is eligible or ineligible based on the requested submittal. AES will, subject to being provided all necessary information on a timely basis, endeavor to complete the review within fifteen (15) to twenty (20) business days of receipt of submittal request and all supporting documentation.

FEES

AES will provide Brownfield Consultation Assistance for a **Not to Exceed Fee of \$4,900.00** based on a **Time and Materials, plus expenses and reimbursables, basis**. *Please see AES's Standard Hourly Fees presented in Table 1, below.*

Should Client so request, AES will provide Additional Brownfield Consultation Services to Client on a **Time and Materials, plus expenses and reimbursables, basis**. *Please see AES's Standard Hourly Fees presented in Table 1, below.*

HOURLY RATES – Previously Approved WBRA Rate Schedule

Hourly charges will vary depending upon the staff person or retained consultant who is providing the services. AES will charge the hourly fees presented in Table 1, below. Estimated fees based upon typically encountered task items are presented in the Brownfield Plan Preparation and Consultation Services Fee Estimate Table, below.

Table 1: Professional Services Fee Schedule

Professional Service	Hourly Rate
Firm Principal/Senior Project Management	\$225.00 - \$275.00
Project Management	\$175.00 - \$205.00
Senior Environmental/Technical Specialist	\$155.00 - \$165.00
Environmental/Technical Specialist	\$125.00 - \$145.00
Technical Draft/CADD	\$75.00 - \$85.00
Word/Data Processing	\$55.00 - \$65.00

In addition to the above, subconsultant charges, fees, commissions, and out of town travel expenses will be billed at cost plus a minimum of 15%. All other project related reimbursable expenses, including vehicle mileage,

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

computer time, outside data reports, postage/shipping and reproductions will be billed in accordance with AES's Professional Services Fee Schedule.

All time recorded will be billed to the nearest tenth of an hour (6 minute) increment. AES anticipates the following staff will be assigned to the project at this time (subject to change at any time): **Nicholas G. Maloof, RPG**, whose **current billing rate is \$225.00 per hour**; Julie Pratt, Senior Environmental Specialist, whose billing rate is \$195.00 per hour; Kennan Robins, Senior Environmental Specialist, whose current billing rate is \$175.00 per hour; and Mike Angellotti, Environmental Specialist, whose current billing rate is \$155.00 per hour. These hourly rates may be adjusted annually. Time is charged for all work performed on your behalf, whether it takes the form of in-person meetings, telephone consultations, research, drafting, negotiations, discussions with third parties (such as governmental agencies), travel, or our absence from the office.

AES will also bill you for and you agree to reimburse and hold us harmless for all costs, disbursements, and expenses that we incur in handling your project. These costs and expenses include, but are not limited to, computerized research, courier services, photocopying (including photocopying of our file if you request a copy), filing fees, expenses, fees and the cost of hiring any necessary accountants, actuaries, consultants or appraisers. Costs and expenses also include cellular and long-distance telephone charges, postage, facsimile transmission, vehicle mileage other reasonable expenses connected with your project. AES will advise you of any foreseeable expenses that are significant and may ask that you pay these expenses directly.

EXCLUSIONS

The scope of work described herein is AES's standard scope of work. *Any fieldwork, document review, consultation, reports or revisions not specifically identified in the standard scope of work described herein will be viewed as additions to the standard scope of work. Such additional work, when requested by Client, Client's legal counsel, Client's lender or other third parties, will be billed on a Time and Material basis according to the charges outlined in AES's Professional Services Fee Schedule (Table 1).*

SCHEDULE

AES will initiate the work outlined in this proposal within two days after receiving written authorization to proceed, contingent upon being provided all necessary information from Client as well as timely access to relevant WBRA and City of Warren project records.

RETAINER FEE

AES typically requires a retainer fee of prior to commencing work on the project. However, based upon Client assurances of payment, AES waves the requirement for a Retainer Fee.

PROJECT BILLING

AES will issue project invoices on a monthly basis (every 30 days). AES's payment terms are net payable upon receipt of invoice.

OTHER TERMS AND CONDITIONS

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

This proposal is valid for a period of 60 days. AES's standard Terms and Conditions are presented in the Appendix and are incorporated herein as if set forth in full. This proposal is presented in a form that can be accepted as an agreement to conduct the services described herein.

To accept this proposal, please sign and date a copy of the proposal and the terms and conditions and return the signed copies to AES, facsimile accepted. AES will initiate work upon receipt of the signed proposal.

Should you have any questions or require additional information regarding this proposal, please contact us at (248) 203-9898.

Associated Environmental Services, LLC Proposal No. 2024071901.01



This proposal submitted by:

Nicholas G. Maloof, RPG

This proposal is hereby accepted for:

Company Name

By:

Signature

Date

Print Name

Title

NGM/jap

APPENDIX

AES Terms and Conditions

40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

TERMS AND CONDITIONS

1. THE AGREEMENT

Professional Service projects are particularly vulnerable to misunderstanding of the obligations and responsibilities of the parties involved. Accordingly, these terms and conditions and the accompanying work order, proposal or agreement and schedules, if any, (the "Companion Documents") constitute the full and complete agreement (the "Agreement") between Associated Environmental Services, LLC (AES) and the client superseding any and all prior negotiations, correspondence, or agreements either written or oral, and may only be amended, added to, superseded or waived in a writing signed by both parties. By accepting the Companion Documents or by authorizing or accepting all or any portion of the work done or to be done by AES as specified in the Companion Documents, the client or prospective client shall be deemed to have accepted these terms and conditions as if set forth in full in any of the Companion Documents. As used in this Agreement, "project site" shall describe the real property that is the object of the services contemplated under this Agreement and "Project" shall refer to the work contemplated by the Companion Documents.

2. SCHEDULE

AES shall use reasonable efforts in performing services under this Agreement by mutually agreed upon completion dates. AES shall not be responsible for any delay due to AES's inability to gain access to the project site, any defective specifications, change in the scope of work, or any act of God, labor dispute, fire, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond AES's control. In the event of any such delay, AES's time for completion of the services, which are the subject of this Agreement, shall be extended accordingly.

3. REPORTS AND OWNERSHIP OF MATERIALS

With the exception of the AES report to the client, all documents, whether printed or stored on electronic media, including, but not limited to reports, drawings, original boring logs, field data, field notes, site maps, laboratory test data, calculations and estimates are and remain the property of AES. AES shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client shall not use AES's reports or documents, whether printed or stored on electronic media, for any other endeavor without the express written permission of AES. All samples obtained by AES pursuant to this Agreement may be discarded 30 days after AES issues its report unless otherwise mutually agreed in writing. The client shall not misquote or otherwise use or refer to the AES report or work product so as to present it out of context. Further, client agrees that all reports and other work product furnished to the client and not paid for in full shall be returned to AES upon demand and shall not be used for design, construction permits, financing or any other purpose. **The reports and documents are for the sole use and reliance of client. AES disavows any and all liability whatsoever to third parties not a direct party to the contract by and between Client and AES in commissioning the work outlined herein and in the Companion Documents and any assignment by client of AES's reports and/or documents shall be null and void.**

4. CLIENT DISCLOSURES

The client is responsible for providing full information regarding requirements of the Project, including, without limitation, information regarding the client's objectives, scheduling and other constraints, or any special characteristics of or requirements associated with the project site. If the scope of work set forth in the Companion Documents are incomplete or in error, the client shall notify AES at once and promptly provide a complete and accurate revised scope of work.

Client hereby warrants that AES is authorized to enter the project site and/or to perform the services contemplated in the Companion Documents and, if Client is not titleholder of the project site, that the titleholder of the project site is on notice that AES will be performing services on or for said project site.

Tel: 248-203-9898 / Fax: 248-422-2177
email: info@associatedenvironmental.net
web: www.associatedenvironmental.net

In general, AES relies on the information provided by client. Specifically, it shall be the duty of client upon entering into this Agreement to notify AES of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the project site. "Hazardous substances" shall include, but shall not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment. This duty shall also apply to any Hazardous Substance with which AES may be provided or which exist or may exist on or near any project site upon which services are to be performed by AES's employees, agents or contractors. After entering into this Agreement, disclosure and notification to AES shall be required immediately upon discovery of any other Hazardous Substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.

All decisions relating to the disposal of Hazardous Substances shall be made solely by client, and AES shall not select the disposal site nor shall AES arrange in any other way for the disposal of any Hazardous Substances found on or removed from the project site.

To the extent that the proposal includes subsurface activities (which include, without limitation, soil borings, well installation or test pit excavations) among the services to be performed by AES, client shall furnish AES with diagrams indicating the location and boundaries of the project site's subsurface structures (foundations, pipes, tanks, cables, sewers, other utilities, etc.) AES shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not indicated on the diagrams provided.

5. CHANGES IN SCOPE OF WORK AND ESTIMATED FEES

(a) The scope of work and the time schedules defined in the proposal are based on the information provided by the client. Change in scope of work is defined as added, deleted, or modified work. If information provided by the client is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by client, or if client requests AES to change the original scope of work established by the Companion Documents, which request shall be made in writing, a written amendment to this Agreement equitably adjusting the costs and/or performance time hereunder shall be executed by client and AES as soon as practicable. AES shall have no obligation to perform any added or modified work until such amendment has been executed, and consent to amendments shall not be unreasonably withheld by either party.

(b) Fees set forth in the proposal shall be firm for 60 days from the date of such proposal; provided, however, that AES's standard charges are adjusted annually on March 1st of each year (the "Adjustment Date") and, regardless of the date of the proposal, work performed pursuant to this Agreement after the Adjustment Date shall be billed at the adjusted rates.

6. STANDARDS OF PROFESSIONAL SERVICES

Client acknowledges that AES has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by AES, except as expressly set forth below. Services performed by AES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental consulting professions who perform the same or similar services and practice contemporaneously under the same or similar conditions in the locality of the project site.

AES does not provide legal services or offer legal advice on matters of engineering, environmental, real property, or other law and disclaims any and all responsibility or liability relating to or arising out of client's reliance upon any opinion expressed by AES or its employees in the course of the performance of its services under this Agreement relating to any matter of law.

7. BILLINGS AND PAYMENTS

a) Unless otherwise specifically provided in the proposal or any attached fee schedules, billings will be based on AES's standard charges for actual time expended. All materials, travel and other out-of-pocket expenses will be billed at cost plus 15%. All other project related reimbursable expenses, including vehicle mileage, computer time, outside data reports, postage/shipping, reproductions, survey stakes and monuments, will be billed at an amount equal to 10% of the labor charges for the project. Client understands and agrees that the estimates of total, incremental, or phase project costs are reasonable projections provided for informational purposes in the Companion Documents and are not a representation or warranty of the actual costs which will be incurred in the performance of AES's services. AES shall submit invoices monthly for services performed and expenses incurred and not previously billed or included on any preceding invoice. **Payment is due upon receipt.** Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and AES may, without waiving any claim or right against client, and without incurring any liability whatsoever to client or other third parties relying upon services rendered unto client, suspend or terminate the performance of AES's services for failure to pay PAST DUE invoices. For all amounts unpaid after thirty (30) days from the invoice date, as set forth on AES's invoice form, client agrees to pay AES a late charge of one and one-half percent (1½%) per month, or 18% annually.

b) Client shall provide AES with a clear, written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.

c) Client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages nor shall any other sums be withheld from payments to AES by reason of client's inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. Client further agrees to pay AES any and all expenses incurred in recovering any delinquent amounts due, recovering possession of AES's reports and any other work product furnished to client pursuant to Paragraph 3 hereof, or enforcing any other rights AES has under this Agreement, including reasonable attorney's fees, accountant's fees, expert witness and case preparation fees, and court costs.

8. NOTICE OF LIEN

a) Client hereby grants AES the right and consents to the recording of a Consensual Lien against the project site real property and appurtenances thereon in order to secure payment for the services rendered by AES under this Agreement. Client hereby agrees that said lien may be recorded against the project site property during or after completion of the services contemplated under this Agreement or any time after breach or termination of this Agreement and that said Lien shall remain valid and enforceable as between AES and client. Further, this lien right expressly provides for and grants AES the power of foreclosure and sale under the Foreclosure of Mortgages and Land Contracts provisions of the Michigan Revised Judicature Act, MCLA 600.3101 et seq.

b) In addition to the lien rights granted by Client above, AES hereby notifies client that it reserves the right to utilize all available lien rights it may have in connection with its provision of services under this Agreement, including those provided under the Michigan Construction Lien Act. In order to perfect any construction lien in favor of AES, client agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq.

9. SAFETY

a) Client assumes sole and complete responsibility for the safety of all persons and property for the work to be performed hereunder at client's project site, including personnel and property of all contractors working on the project site. Client shall remain liable for any and all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same. AES may inform the client of deficiencies relating to the specifications and applicable regulations known to AES, but AES is not responsible for job site safety or the failure of the client or its agents to follow the recommendations of AES personnel. Client waives any claim against AES for, and agrees to indemnify and hold AES harmless from, any claim for liability for injury or loss to client or others in connection with such measures, except to the extent such loss results from AES's negligence.

b) If AES provides a health and safety officer at client's project site, AES shall be authorized to take any and all measures on behalf of client that in AES's opinion will maintain generally accepted health and safety standards for personnel at the site, however, client shall remain liable for all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same.

10. LIMITATION OF LIABILITY

It is expressly agreed that the client's maximum recovery against AES relating to the professional services performed hereunder, whether in contract, tort or otherwise, is the amount of AES's fee and that an award of damages not to exceed such fee is client's sole and exclusive remedy against AES. Under no circumstances shall AES be liable for client's loss of profits, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Client further agrees to require of contractors and all subcontractors an identical limitation of AES's liability for damages suffered by the contractor or the subcontractors arising from AES's acts, errors or omissions in rendering its professional services hereunder.

Client and, if client is acting for a principal in ordering work from AES, then also the said principal, agrees to indemnify and hold AES, its officers, employees, agents, contractors, and subcontractors, harmless from any and all claims, suits, costs and expenses, including attorneys' fees, which are attributable to the negligence of client, its successors, employees, agents or invitees, or which are related to this Agreement or the work to be performed by AES for which AES is not expressly responsible hereunder. Nothing contained in this Agreement or the Companion Documents shall create a contractual relationship with or a cause of action in favor of a third party against AES or client.

11. TERMINATION

This agreement may be terminated by either party upon at least five (5) business days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event that project site conditions become unsafe for the performance of the work, or if client fails to pay any invoice in full within thirty (30) days after invoice date, AES may, at any time and in its sole discretion, without waiving any other rights or claims against client and without thereby incurring any liability to client, elect to suspend or terminate performance of services upon five (5) business days prior written notice from AES to client. Notice may be provided by facsimile, email, or by regular U.S. Mail.

If this Agreement is terminated, AES shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include all unpaid reimbursable expenses and fees incurred as of the date of termination, including any cancellation fees or other non-refundable fees.

12. FORCE MAJEURE

Any delay or failure of AES to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond AES's control, without fault or negligence, and that by its nature could not have been reasonably foreseen by AES or, if it could have been reasonably foreseen, was unavoidable (which events may include, without limitation, natural disasters, embargoes, explosions, riots, wars or acts of terrorism, strikes or labor slowdown, lock-outs, Acts of God, malicious acts of damage, fire, weather, bacteria, virus or other pandemic, acts of any government authority or failure of the public utilities (water, sewer, electricity or gas supply, roads, internet and phone services, etc.) (each, a "Force Majeure Event").

Should AES identify the occurrence of such Force Majeure Event, AES shall provide Client prompt written notice of any such event or circumstance and the anticipated duration of such Force Majeure Event, if the duration of said event can be determined. AES will use reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement after the end of the Force Majeure Event. AES shall not be liable for any failure of or delay in the performance under this Agreement due to such failure or delay.

13. DISPUTE RESOLUTION

Prior to any Mediation, Arbitration or Litigation being filed by either party, the parties agree first to try in good faith to attempt to resolve all disputes arising out of or relating to this contract, or the breach thereof, through negotiation between the parties. If negotiation fails to resolve a dispute, then the parties agree first to try in good faith to settle the dispute by Mediation administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Mediation Procedures before resorting to Arbitration, Litigation, or some other similar dispute resolution procedure.

Any controversy, claim or dispute arising out of or relating to this contract, or the breach thereof, that cannot be settled by negotiation or Mediation may, at AES sole discretion, be settled by Arbitration administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof.

The Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules of the American Arbitration Association ("AAA"), shall be modified as follows:

a) Client shall initiate arbitration by filing a demand at the Regional Office of the AAA closest to AES. AES shall initiate arbitration by filing a demand at the Regional Office closest to AES. Each demand for arbitration shall fully describe the basis for the claim and the specific relief sought.

b) Disputes will be heard and determined by a panel of three arbitrators who each are experienced and knowledgeable in the general practices of the engineering, land surveying, environmental consulting, and land planning industry; and at least one of the arbitrators will be an attorney. Each party will appoint one arbitrator. The two arbitrators selected by the parties will then appoint one neutral arbitrator. If the two selected arbitrators cannot agree on the appointment of the third arbitrator within twenty (20) days after receipt of notice of demand for arbitration, such arbitrator(s) not appointed shall be selected and appointed by the AAA upon application of either party.

c) Except as set forth below, judgment upon any award of the majority of the arbitrators shall be final, conclusive, and binding upon the parties, and may be entered upon the motion of either party in a court of competent jurisdiction. The award of the arbitrators may grant the relief which might be granted by a court of competent jurisdiction. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for equitable relief where such relief is necessary to protect its interest pending completion of the arbitration.

d) AES or client may petition a court of competent jurisdiction to confirm, correct, or vacate the award of arbitrators on the grounds stated in the Federal Arbitration Act, or to enter judgment on the arbitration award. Further, the prevailing party may petition a court of competent jurisdiction to enforce the award of the arbitrators, including but not limited to the actions of garnishment of bank accounts, wages, and other assets, and the power of sale for lien property.

e) The costs and expenses of each arbitration hereunder (including reasonable attorney fees) shall be borne equally by both parties.

14. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between client and AES shall survive the completion of services and the termination of this agreement.

15. PERIOD OF LIMITATION

No action, suit or other proceeding shall be instituted in connection with this Agreement or work performed under this Agreement more than two (2) years after the last day upon which AES provided substantial services hereunder.

16. SIGNAGE AND ADVERTISING

Client agrees that AES may place a sign on the project or Project site and may also use photographs from the project and summaries of the project for marketing purposes.

17. ASSIGNS

Neither client nor AES may delegate, assign, subcontract or transfer its duties or interest in this Agreement without the written consent of the other party, such consent shall not be unreasonably withheld.

18. GOVERNING LAW

This Agreement shall be governed by the law of the State of Michigan without regard to the conflict of law provisions thereof.

19. SEVERABILITY

If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected and such provision shall be modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

20. SECTION HEADINGS; CONSTRUCTION

Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise.

Reviewed and Accepted By:

Company Name

Signature

Date

Print Name

Title

40701 Woodward Avenue
Suite 50
Bloomfield Hills, MI 48304

Report of Brownfield Consultation Services

For the

Proposed Brownfield Redevelopment Project

12350 E. 9 Mile Road

Warren, Macomb County, MI 48089



Prepared for

City of Warren

Community and Economic Development Department
One City Square

Warren, Macomb County, Michigan 48093

**Attn: Mr. Tom Bommarito, Director of Community,
Economic and Downtown Development**

By

Associated Environmental Services, LLC

Project No. 2024071901.01

August 16, 2024

T (248) 203-9898
F (248) 422-2177

www.associatedenvironmental.net

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

August 16, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Project No. 2024071901.01

RE: Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the AKT Peerless Brownfield Application and Brownfield Plan for the proposed redevelopment project at 12350 E. 9 Mile Road in Warren, Macomb County, MI 48089

Dear Mr. Bommarito:

In response to your request on Wednesday, July 17, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (BRA) (hereinafter jointly referred to as "Client") with a summary of the Brownfield Consultation Services completed by AES for the above referenced Brownfield Redevelopment project (the "Project") as well as present the attached "BRA Submittal Checklist" for the Project.

AES was retained by Client to provide third-party review services, consultation services and report preparation services. Specifically, AES was requested to provide the following professional services:

1. Review the Brownfield Plan submittal package;
 - a. Identify how the property qualifies as a Brownfield under P.A. 381 of 1996, as amended (e.g., contaminated, blighted, functionally obsolete, historic, MSHDA housing, transit oriented development, etc.);
 - b. Identify the requested Eligible Activities and which category, if any, under which they qualify for TIF reimbursement (e.g., EGLE, MSF, MSHDA);
2. Provide a professional opinion as to the proposed redevelopment project and activities being eligible or ineligible based on the requested submittal documents;
3. Prepare a summary memorandum of the findings/opinions with recommendations for additional documentation submittal, if necessary, to maintain compliance with WBRA BP and/or EGLE and MEDC requirements; and
4. Provide additional consultation services on an as-needed basis.

AES provided the above specified Brownfield Consultation Services, as well any other services AES was requested to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – Young Supply Co., 12350 E. 9 Mile Road, Warren, MI
August 16, 2024

Brownfield Plan Submittal Package

AES was provided the following documents for the Project by Client:

1. "City of Warren Brownfield Redevelopment Authority Application for Inclusion in the Warren Brownfield Plan" prepared for the Young Supply Co. regarding 1250 E. 9 Mile Road, Warren, MI 48089 (the "Property"). The document was prepared by AKT Peerless and undated (the "Brownfield Application");
2. "Brownfield Plan" prepared for Young Supply Co. regarding the redevelopment and reuse of 12350 E. 9 Mile Road, Warren, MI dated March 21, 2024 and prepared by AKT Peerless (the "Brownfield Plan"); and
3. A Warranty Deed dated March 13, 2023 by and between DPI Group, LLC as Grantor and IX Mile Road LLC as Grantee for property address 12350 Nine Mile, Warren, MI 48089; Parcel ID No. 12-13-35-126-004. The deed was recorded on March 15, 2023 under Liber 29043, Page 354 (the "Deed").

AES reviewed the documents and created and prepared a BRA Submittal Checklist to confirm whether the required documentation was present in the file and the date received. AES also reviewed the BRA Project file to confirm the presence of required documents in general compliance with applicable State of Michigan regulations (the "Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended"). A copy of the BRA Submittal Checklist is presented in **Attachment A**.

Brownfield Application

- According to the information provided, the property qualifies as a "facility" under Part 201.
- Eligible Activities described include "...engineering controls and vapor mitigation system" and "asbestos abatement."
- Total Cost of environmental and non-environmental Eligible Activities requested is \$1,059,749.00.
- Seeking Local TIF Capture, no School Tax Capture
- \$13.6 million dollar total investment with an \$8,425,000.00 land/existing improvements acquisition cost plus a total of \$5,210,000.00 comprised of new investment for Renovation & Remediation Costs of \$4,290,000.00 and Equipment of \$920,000.00.

Brownfield Plan

- Eligible Activities described include "...engineering controls and vapor mitigation system" and "asbestos abatement."
- According to the information provided, the property qualifies as a "facility" under Part 201.
 - September 2022 Phase I ESA Report summarized in Section 2.2.1
 - Eight (8) RECs identified based on historical uses
 - December 2022 and January 2023 Phase II ESA Report summarized in Section 2.2.2
 - VOCs, PNAs and Metals were detected exceeding the EGLE Generic Residential Cleanup Criteria (GRCC) and VIAP Screening Levels.
 - Based on the exceedance of the GRCC and VIAP Screening Levels, the Property qualifies as a "facility" under Part 201 of NREPA, as amended.
 - 2023 Asbestos and Hazardous Materials Pre-renovation Verification Survey summarized in Section 2.2.3
 - Multiple confirmed ACMs were identified throughout the structure
 - No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Young Supply Co.
- \$13.6 million dollar total investment with an \$8,425,000.00 land/existing improvements acquisition cost

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarrito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – Young Supply Co., 12350 E. 9 Mile Road, Warren, MI
August 16, 2024

- plus a total of \$5,210,000.00 comprised of new investment for Renovation & Remediation Costs of \$4,290,000.00 and Equipment of \$920,000.00.
- Total Cost of environmental and non-environmental Eligible Activities requested is \$1,099,749.00, an increase of \$40,000.00 from the total provided in the Brownfield Application of \$1,059,749.00.
 - Differential due to the increase in Brownfield Plan and Implementation Fees.
 - No Interest being requested.
 - Seeking Local TIF Capture, no School Tax Capture.
 - Based on the information provided, the TIF repayment period to the Developer is estimated to be 21 years.
 - Section 2.4 provides a summary of expected increases in taxable value and expected first capture of TIF revenues
 - Initial taxable value (TV) – stated to be \$1,474,504.00 for 2024.
 - 2025 TV is estimated to be \$3,035,455.00. No basis for the estimated value was provided.
 - A 10% BRA capture (assumed to be the BRA Management Fee) for the life of the BP is stated in Section 2.9.
 - Local Brownfield Revolving Loan Fund (LBRF) capture is estimated to be \$506,000.00 is stated in Section 2.9.
 - The “Tax Increment Revenue Estimates” table was dated March 20, 2023.
 - The Local Capture Millages identify a total 38.9612 Mills available for capture, which AKT Peerless based on the 2023 Millage Rates.
 - The current 2023 Winter and 2024 Summer Millage Rates are slightly different and equate to 38.9179 Mills available for TIF Capture.
 - Based on the information provided, the TIF repayment period to the Developer is estimated to be a total of 21 years that includes just over 17 years to repay the Developer the Eligible Activities and one partial and 4 full years for LBRF capture.
 - Note that due to the slightly differing millage captures and the actual TV not being known until actual assessment occurs, the payback and total capture period may be shorter or longer.

Deed

- The March 13, 2023 Deed by and between DPI Group, LLC as Grantor and IX Mile Road LLC as Grantee for property address 12350 Nine Mile, Warren, MI 48089; Parcel ID No. 12-13-35-126-004 was recorded on March 15, 2023 under Liber 29043, Page 354 (the “Deed”).
- The Deed does not indicate any legal connection between Young Supply Co. and IX Mile Road LLC. Is there a development agreement, lease, purchase agreement or other documentation that provide Young Supply Co. with the authority to submit the Brownfield Application and Brownfield Plan for the Project on the Property?

Opinion

Based on a review of the documents provided, the Property qualifies under P.A. 381 of 1996, as amended, as is eligible for TIR reimbursement of Eligible Activities. However, the following items require additional documentation to be submitted to ensure compliance with WBRA requirements and P.A. 381 of 1996, as amended:

1. No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Young Supply Co. **A complete copy of the Phase I ESA, Phase II ESA, BEA and DCP Reports must be provided to the WBRA.**
2. The Deed does not indicate any legal connection between Young Supply Co. and IX Mile Road LLC.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – Young Supply Co., 12350 E. 9 Mile Road, Warren, MI
August 16, 2024

Evidence of site control or written authorization from the property owner via a development agreement, lease, purchase agreement or other documentation providing Young Supply Co. with the authority to submit the Brownfield Application and Brownfield Plan for the Project on the Property must be provided to the WBRA.

Should you have any questions or require additional information regarding this summary report, please contact us at (248) 203-9898.

Sincerely,
ASSOCIATED ENVIRONMENTAL SERVICES, LLC

A handwritten signature in blue ink, reading "Nicholas G. Maloof".

Nicholas G. Maloof, RPG

NGM/bd

ATTACHMENT A
BRA Submittal Checklist

BROWNFIELD SUBMITTAL CHECKLIST

Project Name: **Young Supply Co.**
 Project Address: **12350 E. 9 Mile Road, Warren, Michigan**
 Project Developer: **Young Supply Co.**

Date: **8/16/2024**

The following documents are necessary to satisfy the requirements for TIF capture as established under P.A. 381 of 1996, as amended:

Item	Submittal	Filed with BRA?	Date of Submission	Need Copy for BRA File?	Date of Verification
1	Brownfield Application	Yes	Unknown	No	8/16/2024
2	Brownfield Plan	Yes	Unknown	No	8/16/2024
3	BRA Request for Hearing				
4	BRA Plan Approval Resolution				
5	BRA Brownfield Package Submission to City Council				
6	Public Notice/Hearing Documents				
7	City Council Hearing				
8	City Council Resolution				
9	Act 381 Work Plan ¹	N/A	N/A	N/A	N/A
10	BRA-Approved Brownfield Package Submission to EGLE/MSF ¹	N/A	N/A	N/A	N/A
11	EGLE/MSF Approval Letters ¹	N/A	N/A	N/A	N/A
12	Tax Jurisdiction Notice				
13	Supporting Documents: Phase 1, Phase 2, BEA, Due Care Plan ²	No	Phase I ESA and Phase II ESA referenced in BP. No reference to BEA being conducted and Disclosed to EGLE	Yes, of all reports and proof of BEA Disclosure to EGLE	Not verified as reports not provided
14	Invoices for Eligible Activities ³				
15	Reimbursement Agreement				

ADDITIONAL COMMENTS:

¹ MSF/MEDC Act 381 Work Plan is not proposed to be prepared and submitted based on the Brownfield Application and Brownfield Plan as of the date of this review. State taxes may only be captured to the extent allowed by EGLE and MSF Act 381 Work Plan Approval as well as under MCL §125.2663b(4).

² Phase II ESA, Baseline Environmental Assessment, and 7a Due Care Plan received _____.

³ See WBRA "Invoices for Approved Eligible Activities Analysis Table." (When submitted by Developer)

WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

12350 E. Nine Mile Rd., Warren, MI 48089

PREPARED BY

Warren Brownfield Redevelopment Authority
One City Square
Warren, MI 48093
Contact Person: Tom Bommarito
Email: tbommarito@cityofwarren.org
Phone: 586-574-4676

AKT Peerless
22725 Orchard Lake Road
Farmington, MI 48336
Contact Person: Samantha R. Mariuz
Email: mariuzs@aktpeerless.com
Phone:

PROJECT #

17495f3

REVISION DATE

March 21, 2024

**BRA APPROVAL
CITY/COUNTY APPROVAL**

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Attachment E Environmental Investigation Summary Analytical Tables

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- Table 2 – Summary of Groundwater Analytical Results - RCC

Attachment F..... Asbestos Survey Summary Results

Attachment G..... Hazardous Materials Inventory

PROJECT SUMMARY

PROJECT NAME	Young Supply Co. - Redevelopment and Reuse of Properties Located at 12350 E. Nine Mile Rd., Warren, Michigan
DEVELOPER	Young Supply Co. Anthony Vallan, President
ELIGIBLE PROPERTY LOCATION	The Eligible Property is located at 12350 E. Nine Mile Rd., Warren, Michigan. Parcel ID Number 12-13-35-126-004.
TYPE OF ELIGIBLE PROPERTY	Facility
SUBJECT PROJECT DESCRIPTION	<p>The Young Supply Company Redevelopment Project (Project) consists of the redevelopment of the subject property, which is located at 12350 E. Nine Mile Rd. in the City of Warren.</p> <p>The project includes the redevelopment and rehabilitation of the existing property for Young Supply Company. The subject property had to undergo significant site investigation to document contamination in soil-gas.</p> <p>The redevelopment required the implementation of engineering controls and a contaminant vapor mitigation system beneath the building to mitigate the potential for vapor intrusion related to residual soil and groundwater contamination. Additionally, the building had to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.</p> <p>The Project is seeking approval of Tax Increment Financing (TIF). Construction and remediation has been completed and the Project is seeking approval of TIF beginning January of 2025.</p>

ELIGIBLE ACTIVITIES	Preapproved Department Specific Activities, Due Care Compliance Activities, Asbestos Survey and Abatement, Select Interior Demolition, and the Development, Preparation, and Implementation of a Brownfield Plan.
DEVELOPER'S REIMBURSABLE COSTS	\$1,099,749 (Est. Eligible Activities) \$ <u> 0</u> (Interest) \$1,099,749
ESTIMATED DURATION OF CAPTURE	21 years, including LBRF deposits.
MAXIMUM DURATION OF CAPTURE	30 years
ESTIMATED TOTAL CAPITAL INVESTMENT	\$13.6 million
INITIAL TAXABLE VALUE	\$ 1,474,504

LIST OF ACRONYMS AND DEFINITIONS

Authority	Warren Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment (Michigan process to provide new property owners and/or operators with exemptions from environmental liability)
City	City of Warren
PLAN	Brownfield Plan
DEVELOPER	Young Supply Co.
ELIGIBLE PROPERTY	Property for which eligible activities are identified under a Brownfield Plan, referred to herein as “the subject property”.
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
EGLE	Michigan Department of Environment, Great Lakes & Energy
MEDC	Michigan Economic Development Corporation
MSF	Michigan Strategic Fund
PHASE I ESA	An environmental historical review and site inspection (no soil and/or groundwater sampling and analysis)
PHASE II ESA	Environmental subsurface investigation (includes soil, soil gas, and/or groundwater sampling and analysis)
RCC	Residential Cleanup Criteria
SUBJECT PROPERTY	The Eligible Property, located at 12350 E. Nine Mile Rd., on the south side of Nine Mile Road, between Hoover Road and Groesbeck Highway, in Warren, MI. It comprises 1 parcel containing one building consisting of approximately 210,567 square feet.
TIF	Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)
TIR	Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)

BROWNFIELD PLAN

12350 E. Nine Mile Rd., Warren, MI 48089

1.0 Introduction

The City of Warren, MI (the “City”), established the Warren Brownfield Redevelopment Authority (the “Authority”), pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of subject property within Brownfield plans will facilitate financing of environmental response and other eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of Brownfield properties, Brownfield plans are 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 Brownfield Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Brownfield Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381.

The Young Supply Co. Redevelopment Project (the “Project”) consists of the redevelopment of the subject property. The subject property had to undergo significant site investigation to document contamination in soil-gas.

The redevelopment required the implementation of engineering controls and a contaminant vapor mitigation system beneath the building to mitigate the potential for vapor intrusion related to residual soil and groundwater contamination. Additionally, the building had to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.

Predevelopment, Due Care Compliance and Asbestos Remediation activities have been completed. It was imperative to the redevelopment project that remediation activities occurred expeditiously so Young Supply Co. could begin and grow their operations in the City of Warren. The Project is seeking Tax Increment Financing (“TIF”) incentives to fund the unforeseen additional costs to remediate a contaminated site, as compared to developing or purchasing an uncontaminated property.

Young Supply Co. was established in 1935 in Detroit, Michigan. Since then, the company has grown to over 18 branch locations, six contractor learning centers, a warehouse distribution center, and an ever-growing delivery fleet. Young Supply Co. is a privately owned company with over 10% of employees being veterans. Their Warren redevelopment project will transform a vacated, contaminated building

into a viable business that will provide jobs and services to the local community and bring additional jobs to the city.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (h))

The Eligible Property ("subject property") is located at 12350 E. Nine Mile Rd., in the northwest ¼ of Section 35 in Warren (T.01N./R.12E.), Macomb County, Warren, MI. The subject property is situated on the south side of E. Nine Mile Road between Becker Avenue and Hillock Avenue.

The subject property consists of one (1) parcel that contain approximately 15.30 acres of land. The subject property is currently zoned Medium Heavy Industrial District (M3) and is located in an area of Warren that is characterized by residential, commercial, and industrial properties, surface roadways, municipal sanitary sewer and water, and electrical and gas utilities.

The following table describes the parcel which comprises the subject property. See Attachment A, Figure 1 – Subject Property Boundary Map.

Eligible Property Information

Address	Parcel Tax Identification Number	Basis of Brownfield Eligibility	Approximate Acreage
12350 E. Nine Mile Rd.	12-13-35-126-004	Facility	15.30
Legal Description: T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89°30'W 190.33 FT TO PT OF BEG; TH S38°53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01°21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31°25'40"W 85.23 FT; TH N88°56'41"W 485.18 FT; TH N01°04'10"E 1161.02 FT; TH S89°30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road			

Subject Building 1: 12350 E. Nine Mile Road

General Construction	One-story, steel roof, concrete foundation, steel frame, no basement
Predominant Interior Finish	Concrete, wood, metal, glass, drywall, paneling, floor tile, ceiling tile
Square Footage (total)	210,567
Construction and Other Improvement Dates	1947

Interior Areas	Interior areas were formerly used as offices, employee break areas, restrooms, automobile parts warehousing and distribution, and shipping; however, Subject Building 1 is currently vacant.
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Attachment A includes a site map of the Eligible Property, refer to: Figure 1, Scaled Property Location Map. The legal description of the parcel is included in the Eligible Property are presented in Attachment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property, which is referred to herein as the “subject property.”

2.2 Basis of Eligibility (Section 13 (2)(h) , Section 2 (p))

The subject property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) the subject property is currently utilized for an industrial purposes; (b) it is located within the City of Warren, a “Core Community” under Act 381; and (c) is determined to be a “facility” as defined by Part 201 of the Natural Resources and Environmental Protection Act (“NREPA”) Michigan PA 451, 1994.

The following section is intended to summarize existing site conditions at the subject property, as identified through site and surrounding area research. Please note, the environmental reports that are summarized in the following sections refer to the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”), which was formerly the Michigan Department of Environmental Quality (MDEQ), even when earlier documents were executed or issued by MDEQ.

2.2.1 AKT Peerless’ September 2022 Phase I Environmental Site Assessment (ESA)

AKT Peerless completed a Phase I ESA that included the subject property on September 23, 2022 on behalf of Stos Group LLC. Reliance was extended to Young Supply Company and IX Mile LLC. The Phase I ESA was conducted in conformance with United States Environmental Protection Agency (USEPA) Standards and Practices for AAI [40 Code of Federal Regulations (CFR) Part 312] and ASTM Standard Practice E 1527-21 (ASTM Practice E 1527). At the time of AKT Peerless’ site reconnaissance, the subject property was unoccupied and was not utilized for a significant or obvious purpose. The following recognized environmental conditions (RECs) were identified in connection to the subject property, which was referenced as Parcel A in the Phase I ESA:

- REC 1 -** Parcel A was developed with an industrial building in 1947 (Subject Building 1) and has been occupied by various industrial occupants, including Falls Spring & Wire Company, Holley Carburetor, Dana Corporation, and Midwest Paper since construction. Parcel A is currently vacant. Parcel A is listed on the Resource Conservation and Recovery Act (RCRA), Facility Index System (FINDS), Enforcement and Compliance History Online (ECHO), and Waste Data Systems (WDS) databases. Midwest Paper generated ignitable hazardous waste. Areas within Subject Building 1 were used for manufacturing, sewing, heat treating, warehousing, and distribution. Specific information regarding these former uses was not identified during the assessment; however, during its reconnaissance, AKT Peerless observed several floor drains, trench drains, and manholes in the former manufacturing area in the subject building. It is unknown if some of the drains are oil-water separators. Drains were also observed in the truck wells. Concrete patched areas were observed in the former manufacturing area. It is unknown if the areas of patching were former machine pits.

- REC 2 -** According to municipal records, several underground storage tanks (USTs) were installed on Parcel A including: one 5- to 6,000-gallon gasoline UST in February 1955; one 1,000-gallon gasoline UST in February 1956; one 6,000-gallon heating oil UST in January 1957; one 12,000-gallon UST (contents unknown) in September 1962; one 12,000-gallon UST (contents unknown) in July 1963; one 20,000-gallon heating oil UST in October 1974; one 10,000-gallon gasoline UST in April 1981; and one 10,000-gallon diesel UST in April 1981. The locations of these USTs were not identified in the records and no records regarding removal were found, except for one 20,000-gallon heating oil UST, one 10,000-gallon diesel UST, and one 10,000-gallon gasoline UST, which were removed in July 1992. During its reconnaissance, AKT Peerless observed several cut off, metal pipes in the southeastern interior of Subject Building 1. The pipes were between two and three inches in diameter. It is unknown if these pipes are associated with abandoned USTs.
- REC 3 -** According to EGLE records, one 10,000-gallon gasoline UST and one 10,000-gallon diesel UST were removed from the western exterior of Subject Building 1 (known as "West Excavation") in July 1992. A confirmed release (C-1179-92) was reported in July 1992. Soil samples were collected from the bottom and sidewalls of the UST excavation. Concentrations of xylenes and acenaphthene were detected in an excavation sidewall soil sample collected from the west sidewall of the West Excavation; benzene, ethylbenzene, and xylenes were detected in a soil sample collected from the east sidewall of the West Excavation; and xylenes were detected in a soil sample collected from the middle of the east sidewall of the West Excavation. Benzene was detected in a groundwater sample collected during subsequent investigation activities.
- REC 4 -** According to municipal records, a permit for fuel or refuse burning equipment, dated May 1970, indicated one Plibrico Incinerator was installed by Dana Corp. Testing Division on Parcel A. AKT Peerless did not observe an incinerator during its recent reconnaissance; however, no records regarding its removal were identified. Furthermore, the disposal practices of the incinerator ash are unknown.
- REC 5 -** A "S.W.I.M." Site Investigation Report for Center Line & Warren Facilities, dated November 2005, indicated dye testing was performed in several locations within Subject Building 1, including a toilet, floor drain, and sink. Dye was observed to enter the sanitary sewer and flow to the storm sewer on E. Nine Mile Road. The health department concluded that all wastewater appeared to flow to a sanitary manhole, but then discharged into a storm manhole and correction was required. The property was occupied by Motor City Logistics, JMC Machinery, Machinery International, and R.T. Machining Sales. No further information regarding the investigation was provided and it is unknown if the improper connections were corrected.
- REC 6 -** AKT Peerless observed four pad-mounted transformers near the west-central exterior of Subject Building 1. The transformers were not connected and were not in use. The ownership of the transformers was not determined. Staining was observed on the concrete below the northernmost transformer. It is unknown if the transformers contain polychlorinated biphenyls (PCBs).
- REC 7 -** AKT Peerless observed evidence of areas apparently graded by non-natural causes (fill material) in the western portion of Parcel A. Fill material appears to have been used to raise and level areas of Parcel A for the use of vehicle and trailer transportation and storage. AKT Peerless observed an area of staining and/or grading on the southeastern portion of Parcel A on the 1956, 1967, and 1972 aerial photographs and on the western portion on the 1972 photograph. A potential exists for fill material to have been placed on the subject property for grading/leveling purposes.

REC 8 - A rail spur is evident on the eastern portion of Parcel A stemming from a rail line along the eastern property boundary. The rail spur is also depicted beginning on the 1952 aerial photograph. Potential concerns typically associated with railroads and rail spurs include the use of fill materials as ballast to support the ties and rails, the use of dust control agents and herbicides, and leaks or spills of hazardous materials or petroleum products.

The Phase I ESA identified the following historical RECs (HRECs) in connection with the subject property:

HREC 1 - One 20,000-gallon fuel oil UST was removed from the eastern exterior of Subject Building 1 (known as the "East Excavation") in July 1992. A confirmed release was reported from the heating oil UST in August 1992. The samples from the East Excavation were submitted for laboratory analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and PNAs. Concentrations of target parameters were below the laboratory analytical method detection limits (MDLs).

HREC 2 - One 10,000-gallon gasoline UST and one 10,000-gallon diesel UST were removed from the western exterior of Subject Building 1 (known as "West Excavation") in July 1992. A confirmed release (C-1179-92) was submitted in July 1992. The samples from the West Excavation were submitted for laboratory analysis of BTEX, PNAs, and lead. Concentrations of target parameters were below the residential Tier I cleanup levels established at that time and the release was closed in February 1996 under an unrestricted Tier I residential closure via lack of an audit of corrective action by EGLE.

2.2.2 AKT Peerless December 2022 Phase II ESA

To further evaluate the RECs identified in the September 2022 Phase I ESA and preliminarily evaluate potential due care obligations, AKT Peerless conducted a subsurface investigation of the subject property in December 2022 and January 2023 that included: (1) a targeted geophysical survey; (2) the advancement of 24 soil borings; (3) the installation of one temporary groundwater monitoring well; (4) the installation of 12 permanent sub-slab Vapor Pin™ soil gas monitoring points; and (5) the collection of 28 soil samples, 12 soil gas samples and one groundwater sample. The soil samples were submitted for laboratory analysis of volatile organic compounds (VOCs), PNAs, PCBs, Michigan 10 Metals (i.e., arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), hexavalent chromium, and/or fine and coarse lead fraction. The groundwater sample was submitted for laboratory analyses of VOCs, PNAs, and Michigan 10 Metals. The soil gas samples were submitted for VOCs.

On December 28, 2022, Ground Penetrating Radar Systems, LLC (GPRS) conducted targeted a geophysical survey of the certain exterior portions of the subject property using electromagnetic induction (EMI) and ground penetrating radar (GPR). The purpose of the geophysical survey was to identify abandoned USTs or UST cavities. The targeted geophysical survey identified four EMI anomalies near the western exterior of the subject building. Soil borings advanced near the anomalies did not reveal evidence of an abandoned UST or UST cavity. The targeted geophysical survey was limited by rebar concrete, snow piles, and exterior equipment.

On January 5 and 6, 2023, AKT Peerless advanced 24 soil borings at the subject property and collected 28 soil samples, one groundwater sample, and 12 soil gas samples for laboratory analyses. The analytical laboratory results indicated the following:

- Concentrations of metals (i.e., arsenic, total chromium, coarse fraction lead, fine fraction lead, mercury, and selenium) were detected in the soil samples above the EGLE Generic Residential

Drinking Water Protection (DWP), Direct Contact (DC), and/or Groundwater Surface Water Interface Protection (GSIP) Cleanup Criteria. Remaining metals were either not detected in the soil at concentrations above the laboratory analytical MDLs or were below EGLE Generic Residential Cleanup Criteria (RCC).

- Trichloroethylene, a VOC, was detected in two soil samples (AKT-16, 0.5-2' and AKT-23, 6-8') above EGLE Generic Residential DWP Cleanup Criteria. Remaining VOCs were either not detected in soil samples above laboratory analytical MDLs or were below EGLE Generic RCC.
- PCBs (total) were either not detected in soil samples above laboratory analytical MDLs or were below EGLE Generic RCC.
- Concentrations of PNAs were detected in the groundwater sample above EGLE Generic Residential Drinking Water (DW), Groundwater Surface Water Interface (GSI), and/or Groundwater Volatilization to Indoor Air Inhalation (GVIAI) Cleanup Criteria. Remaining PNAs were either not detected in the groundwater sample above laboratory analytical MDLs or were below EGLE Generic RCC. The concentrations of PNAs were also identified above their respective Water Solubility Screening Levels.
- cis-1,2-Dichloroethylene and trichloroethylene were detected in two soil gas samples above Non-Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. Remaining VOCs were either not detected in the soil gas samples above laboratory analytical MDLs or were below the screening levels utilized for comparison. The VIAP Screening Levels have not been adopted as Site-Specific Criteria for the subject property.

Summary of EGLE RCC Exceedances

Hazardous Substance	CAS #	Hazardous Substance	CAS #
Arsenic	7440-38-2	Benzo(b)fluoranthene	205-99-2
Chromium (total)	7440-47-3	Benzo(g,h,i)perylene	191-24-2
Coarse Fraction Lead	PB_COARSE	Benzo(k)fluoranthene	207-08-9
Fine Fraction Lead	PB_FINE	Chrysene	218-01-9
Mercury (total)	7439-97-6	Dibenzo(a,h)anthracene	53-70-3
Selenium	7782-49-2	Fluoranthene	206-44-0
Trichloroethylene	79-01-6	Indeno(1,2,3-cd)pyrene	193-39-5
Benzo(a)anthracene	56-55-3	Phenanthrene	85-01-8
Benzo(a)pyrene	50-32-8	Pyrene	129-00-0

Summary of Soil Analytical Results

Parameter	Chemical Abstract Service (CAS) Number	Sample Identification with Criteria Exceedance (depth)	EGLE Part 201 Residential Criteria Exceeded/Established Criteria (µg/kg)	Maximum Concentration (µg/kg)/Sample Location
Arsenic	7440-38-2	AKT-3 (2-4'), AKT-4 (0.5-1'), AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-6 (3-4'), AKT-7 (3-4'), AKT-11 (1-3')	DWP / 4,600 GSIP / 4,600 DC / 7,600	12,000 / AKT-4 (2-4')
Chromium (total)	7440-47-3	AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-7 (3-4')	GSIP / 3,300	12,000 / AKT-7 (3-4')
Coarse Fraction Lead	PB_COARSE	AKT-3 (2-4')	DC / 400,000	820,000 / AKT-3 (2-4')
Fine Fraction Lead	PB_FINE	AKT-3 (2-4')	DC / 400,000	420,000 / AKT-3 (2-4')
Mercury (total)	7439-97-6	AKT-3 (0.5-1'), AKT-3 (2-4'), AKT-4 (2-3'), AKT-5 (0.5-1')	GSIP / 50	59 / AKT-4 (2-4')
Selenium	7782-49-2	AKT-1 (0.5-1'), AKT-2 (0.5-1'), AKT-3 (2-4'), AKT-4 (0.5-1'), AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-6 (3-4'), AKT-8 (3-5'), AKT-9 (1-3'), AKT-10 (1-3'), AKT-11 (1-3'), AKT-12 (0.5-2'), AKT-13 (0.5-2'), AKT-14 (1-3'), AKT-15 (1-3'), AKT-17 (1-3'), AKT-19 (1-2'), AKT-20 (1-2'), AKT-21 (1-2')	GSIP / 400	2,500 / AKT-8 (3-5')
Trichloroethylene	79-01-6	AKT-16 (0.5-2'), AKT-23 (6-8')	DWP / 100	1,000 / AKT-23 (6-8')

Notes:

Sample identification: AKT-# indicates soil boring and (#-#) indicates sample depth in feet.

µg/kg – micrograms per kilogram

DWP – Drinking Water Protection Criteria

GSIP – Groundwater Surface Water Interface Protection Criteria

DC – Direct Contact Criteria

Summary of Groundwater Analytical Results

Parameter	CAS Number	Sample Identification with Criteria Exceedance (screen depth)	EGLE Part 201 Residential Criteria Exceeded/Established Criteria (µg/L)	Maximum Concentration (µg/L)/Sample Location
Benzo(a)anthracene	56-55-3	AKT-18W (4-9')	DW / 2.1	96 / AKT-18W (4-9')
Benzo(a)pyrene	50-32-8	AKT-18W (4-9')	DW / 5.0	140 / AKT-18W (4-9')
Benzo(b)fluoranthene	205-99-2	AKT-18W (4-9')	DW / 1.5	270 / AKT-18W (4-9')
Benzo(g,h,i)perylene	191-24-2	AKT-18W (4-9')	DW / 1.0	33 / AKT-18W (4-9')
Benzo(k)fluoranthene	207-08-9	AKT-18W (4-9')	DW / 1.0	45 / AKT-18W (4-9')
Chrysene	218-01-9	AKT-18W (4-9')	DW / 1.6	140 / AKT-18W (4-9')
Dibenzo(a,h)anthracene	53-70-3	AKT-18W (4-9')	DW / 2.0	8.2 / AKT-18W (4-9')
Fluoranthene	206-44-0	AKT-18W (4-9')	GSI / 1.6	160 / AKT-18W (4-9')
Indeno(1,2,3-cd)pyrene	193-39-5	AKT-18W (4-9')	DW / 2.0	60 / AKT-18W (4-9')
Phenanthrene	85-01-8	AKT-18W (4-9')	DW / 52 GSI / 2.0	81 / AKT-18W (4-9')
Pyrene	129-00-0	AKT-18W (4-9')	DW / 140 GVIAI / 140	150 / AKT-18W (4-9')

Notes:

Sample identification: AKT-# indicates soil boring and (#-#) indicates screen depth in feet.

µg/L – micrograms per liter

DW – Drinking Water Criteria

GSI – Groundwater Surface Water Interface Criteria

GVIAI – Groundwater Volatilization to Indoor Air Inhalation Criteria

The subject property meets the definition of a “facility” as defined by Part 201 of NREPA. Refer also to Attachment E Table 1 and Table 2 for a summary of hazardous substances detected at the subject property and a comparison to EGLE Part 201 Generic RCC.

Refer to Attachment D, Figure 2 for a Sample Location Map, Figure 3 for a Site Map with Soil Analytical Results Exceeding EGLE RCC, and Figure 4 for a Site Map with Groundwater Analytical Results Exceeding EGLE RCC. Refer to Attachment E Table 1 for a summary of soil analytical results and Attachment E Table 2 for a summary of groundwater analytical results.

2.2.3 AKT Peerless’ 2023 Asbestos and Hazardous Materials Pre-Renovation Verification Survey

AKT Peerless was retained to conduct a limited Asbestos and Hazardous Materials Pre renovation Verification Survey of the structure located at 12350 E. Nine Mile Road. The purpose of the survey was to the location of ACMs that will require special handling procedures or removal activities before general

building renovation. The following sections of this report summarize the findings of the Asbestos Survey. Please refer to Attachment F for the Homogenous Area Summary, Functional Space Inventory and Bulk Sample Summary Results of the Asbestos Survey.

Summary of Identified Asbestos Containing Materials

HA#	Material Description	Material Location	Category	Approx. Quantity
1	0-2" Pipe Insulation	Throughout	TSI	5,450 LF
2	2-4" Pipe Insulation	Throughout	TSI	10,000 LF
3	>4" Pipe Insulation	Throughout	TSI	2,200 LF
4	0-2" Pipe Fittings	Throughout	TSI	370 LF
5	2-4" Pipe Fittings	Throughout	TSI	390 LF
6	>4" Pipe Fittings	Throughout	TSI	35 LF
7	*Fire Door*	Throughout	MM	30 Doors
8	Window Glaze (7'x12' Multi Pain Windows)	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18;FS-19;FS-20;FS-21	MM	700 Windows
10	*Old Switch Boxes*	FS-2;FS-3;FS-4;FS-6;FS-7;FS-17	MM	15 Switch Boxes
14	Gray and Tan 9" Floor Tile w/ Mastic	FS-27	MM	100 SF
15	12" Medium Hole Ceiling Tile w/ Glue Pods	FS-27;FS-28;FS-29;FS-31;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-42;FS-44	SM	3,600 SF
17	12" Smooth Ceiling Tile w/ Glue Pods	FS-27	SM	15 SF
19	Mastic on Flooring FS-1	FS-1	MM	Heavy Mastic Covers >1,000 SF; Residual Spots >10,000 SF
32	Rectangle Multi Pan Window Glaze	FS-31;FS-37;FS-38;FS-44;FS-49;FS-51	MM	7 Windows
38	Carpet Adhesive and Mastic	FS-34	MM	700 SF
39	9" Tan Floor Tile w/ Mastic	FS-29;FS-36;FS-37;FS-38;FS-39;FS-43;FS-44;FS-45;FS-47;FS-48;FS-49;FS-50;FS-51	MM	3,950 SF

HA#	Material Description	Material Location	Category	Approx. Quantity
50	Window Frame Caulk	FS-Exterior	MM	10 Windows
54	Transite Panels	FS-Exterior (Mechanical Room)	MM	15 Panels
57	*Roofing*	FS-Exterior	MM	200,000 SF

HA=Homogeneous Area

FS=Functional Space

SF=Square Feet

LF = Linear Feet

Assumed Asbestos Containing Material

AKT Peerless conducted an inspection of the building to identify the existence of potentially hazardous materials and/or waste-like materials that may require removal and disposal, or other special considerations, before building renovation occurs.

No intrusive investigation or use of remote sensing equipment was used, no sampling of other hazardous materials was performed.

The building was inspected for potential hazardous materials such as PCB or oil containing light ballasts, batteries, chlorofluorocarbon-containing equipment, smoke detectors, exit signs, and mercury light tubes and switches. The survey of lighting/alarm systems comprised a visual inspection of the exterior of accessible emergency, light and exit sign fixtures, panels or components for possible PCB-containing ballast systems, mercury vapor lighting fixtures, batteries, or other hazardous materials. If present, significant areas of oil-staining were also noted. No intrusive examination or contact with manufacturers, sample collection, or testing of this equipment was performed. Since the electrical power was on during the inspection, all light ballasts were assumed to contain PCBs. No sampling of any hazardous component materials was performed.

An inventory of hazardous/universal waste materials and containers is included in Attachment G.

Eight (8) liquid-filled transformers were identified during this survey. At the client's direction, AKT Peerless collected four (4) dielectric fuel samples from the 4 transformers located outside the facility for polychlorinated biphenyl (PCB) analysis. The transformers were spray-painted with the sample identification number. The PCB levels of the transformers are presented on the following table:

Transformer Number	PCB Results (ppm)*
1	1.5
2	3.4
3	13.6
4	16.2

*parts per million (units converted from ug/kg in lab report)

2.3 Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The “eligible activities” that are intended to be carried out at the subject property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include Predevelopment activities (Phase I ESA, Phase II ESAs, and BEA), due care compliance activities, select interior demolition, lead, asbestos and mold survey and abatement, and the development, preparation and implementation of a Brownfield Plan as further described in Attachment C, Table 1.

Predevelopment and due care compliance activities are considered “Department Specific Activities” per Michigan Public Act 471 of 2016. A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the subject property are shown in the table below.

Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activity		Estimated Cost	
1.	Predevelopment Activities	\$	61,350
2.	Due Care Compliance Activities	\$	482,899
3.	Demolition Activities	\$	25,000
4.	Lead, Asbestos, and/or Mold Activities	\$	465,500
Subtotal Environmental & Non-Environmental Eligible Activities		\$	1,034,749
5.	Brownfield Plan Preparation and Implementation	\$	65,000
Total Eligible Activities Cost		\$	1,099,749
6.	BRA Administration Fee 10%	\$	200,841
7.	Local Brownfield Revolving Fund (LBRF) 10% + 5 years*	\$	506,980
Total Eligible Costs for Reimbursement		\$	1,807,571

*LBRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the subject property is shown in Attachment C, Table 1.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the subject property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the subject property after approval of this Brownfield Plan and an associated Reimbursement Agreement.

The costs listed in the table above are the costs that have been incurred by the developer. The developer is seeking approval for a look-back of previously incurred activities at the subject property. The cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the subject property shall be governed by the terms of a Reimbursement Agreement with the Authority (the “Reimbursement Agreement”). No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement. Contingency is not being requested as part of the Plan because the costs incorporated herein are the actual expenses incurred to remediate and abate the property.

Local tax increment revenues will first be used to pay or reimburse administrative expenses, second to fund the LBRF and lastly to repay Developer eligible activities, described in the table above.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss))

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2024.

The total estimated cost of the eligible activities and other costs (including administrative fees, and LBRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be \$1,807,571. The estimated effective initial taxable value for this Brownfield Plan is \$1,484,504 and is based on land and real property tax only. The initial taxable value of \$1,474,504 is set in 2024, the year in which the eligible property was included in this plan. Redevelopment of the subject property is expected to initially generate incremental taxable value in 2025 with the first significant increase in taxable value of approximately \$3,035,455.

It is estimated that the Authority will capture the 2025 through 2045, inclusive, tax increment revenues to reimburse the cost of the eligible activities, the LBRF, and pay Authority administrative fees. An estimated schedule of tax increment revenue reimbursement is provided as Attachment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the subject property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in Attachment C, Tables 2 and 3. The actual tax increment revenues captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

2.5 Plan of Financing (Section 13 (2)(d)); Maximum Amount of Indebtedness (Section 13 (2)(e))

Eligible activities are to be financed by the Developer. The Authority will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the subject property as available, and subject to the Reimbursement Agreement and Development Agreement.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to authorize the Authority to fund such reimbursements. The inclusion of eligible activities and costs to be reimbursed in this Brownfield Plan does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

2.6 Duration of Brownfield Plan (Section 13 (2)(f))

Current tax capture projections indicate the tax increment capture will continue for 21 years. In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

2.7 Effective Date of Inclusion in Brownfield Plan

The subject property will become a part of this Brownfield Plan on the date this Brownfield Plan is approved by the City of Warren City Council. The date of tax capture shall commence during the year construction begins or the immediately following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan, as amended.

2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13 (2)(i-l))

There are no persons or businesses residing on the Eligible Property, and no occupied residences will be acquired or cleared; therefore, there will be no displacement or relocation of persons or businesses under this Brownfield Plan.

2.9 Local Brownfield Revolving Fund (“LBRF”) (Section 8, Section 13(2)(m))

The Authority has established a Local Brownfield Revolving Fund (“LBRF”). The Authority will capture incremental local and state school taxes to fund the LBRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LBRF will be determined on a case-by-case basis. Considerations may include, but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LBRF funding, projected need for LBRF funds, and amount of school tax capture available in accordance with Act 381. The City of Warren Brownfield Redevelopment Authority collects 10% LBRF over the life of the Plan with an additional five years of capture to the LBRF after the developer has been repaid.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at \$506,980

2.10 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in this Brownfield Plan, if all eligible activities, contingency and interest are reimbursed, is summarized below.

There are 38.9612 non-homestead mills available for capture. The requested tax capture for environmental and non-environmental eligible activities breaks down as follows:

Tax Capture

State to Local Tax Capture	Eligible Activities, Interest, Contingency
Local-Only tax capture	\$1,099,749
Total	\$1,099,749

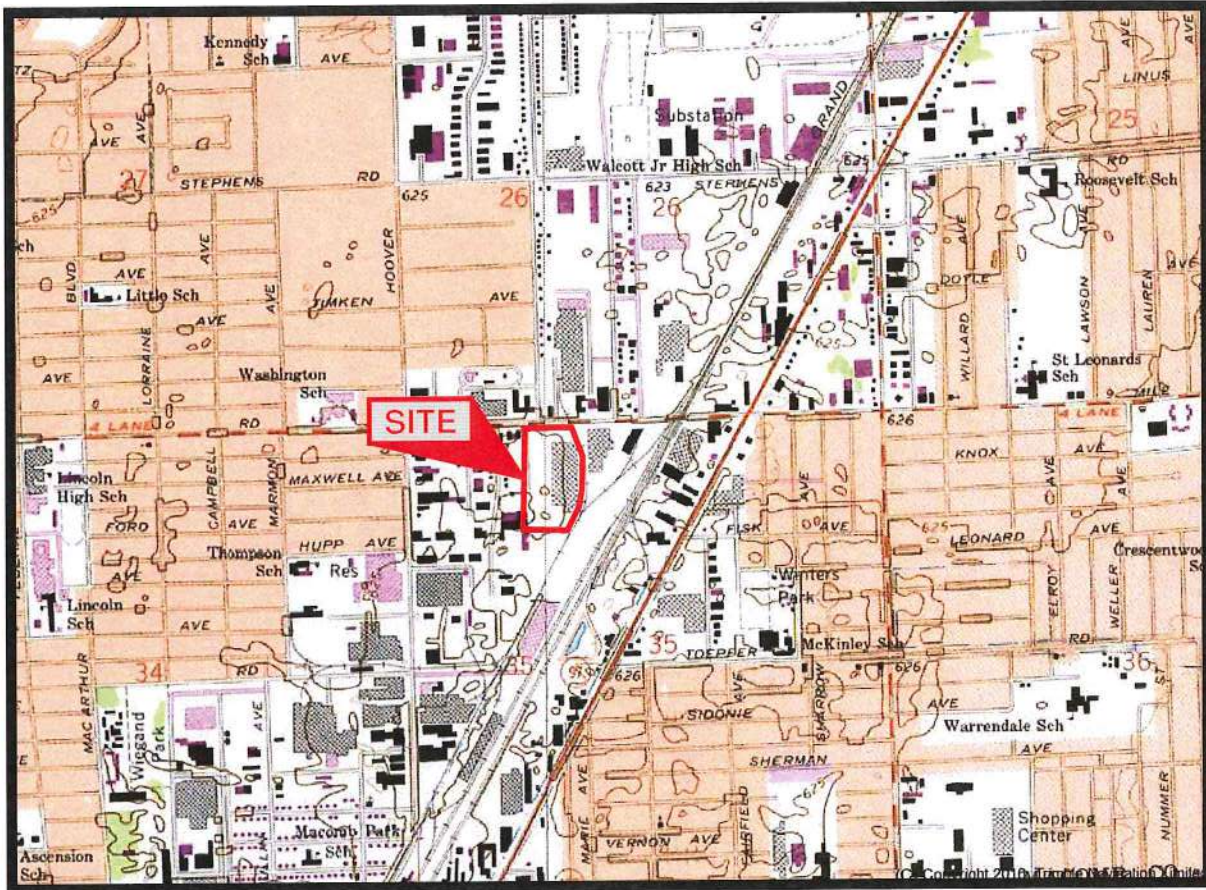
Attachments

Attachment A

Site Maps and Photographs

- Figure 1 – Scaled Property Location Map
- Site Photographs
- Alta Survey

GROSSE POINTE QUADRANGLE
MICHIGAN - MACOMB COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.1 N.-R.12 E.

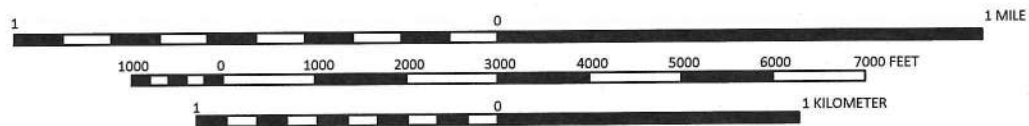


IMAGE TAKEN FROM 1968 U.S.G.S. TOPOGRAPHIC MAP
PHOTOREVISED 1983



AKTPEERLESSTM
ENVIRONMENTAL SERVICES

TOPOGRAPHIC LOCATION MAP

12350 E. NINE MILE ROAD
WARREN, MICHIGAN
PROJECT NUMBER: 17495F2-2-20

DRAWN BY: OGO
DATE: 01/18/2023

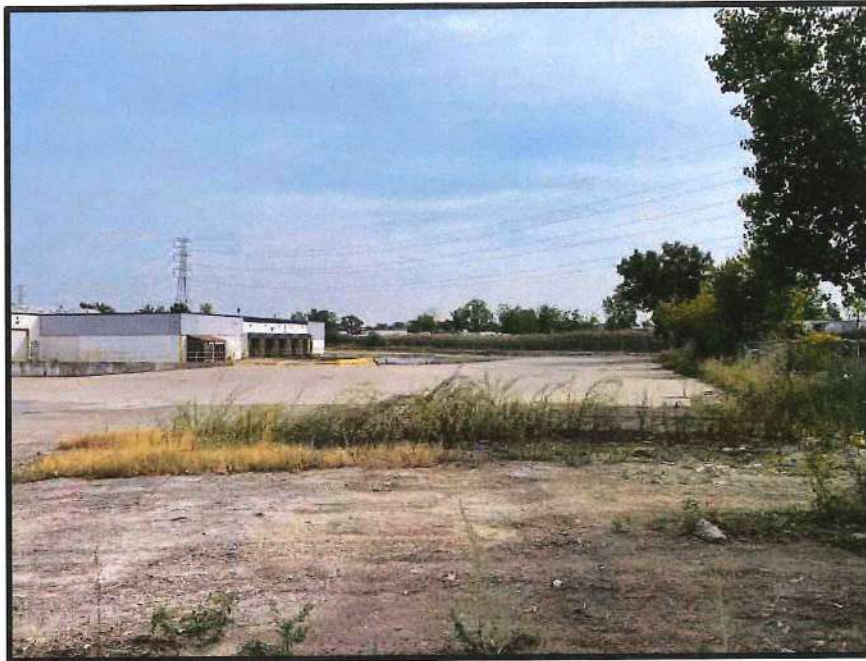
FIGURE 1



PARCEL A – SUBJECT BUILDING 1, FACING WEST



PARCEL A, FACING SOUTH



PARCEL A, FACING EAST



PARCEL A, FACING NORTH



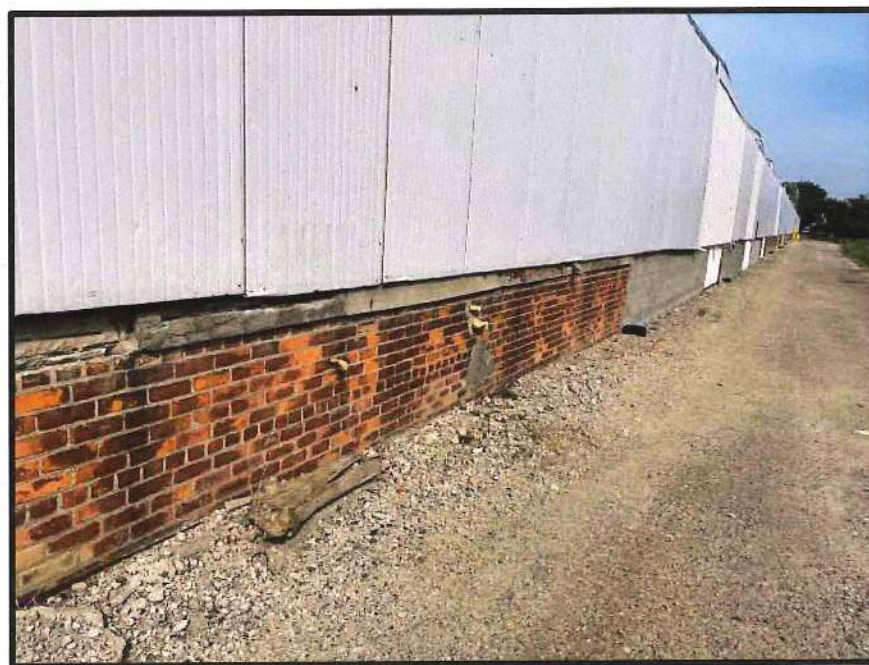
PARCEL A, VIEW OF TRANSFORMERS WITH STAINING NEAR WESTERN EXTERIOR OF SUBJECT BUILDING 1



PARCEL A, ABOVEGROUND DIESEL STORAGE TANK (~500-GALLON)
OBSERVED NEAR WESTERN EXTERIOR OF SUBJECT BUILDING 1



PARCEL A, SUBJECT BUILDING 1 EXTERIOR
SOUTHERN EXTERIOR TRUCK WE



PARCEL A, SUBJECT BUILDING 1 EXTERIOR
VIEW OF SUSPICIOUS PIPING



PARCEL A - SUBJECT BUILDING 1 INTERIOR
TYPICAL VIEW OF OFFICE AREA



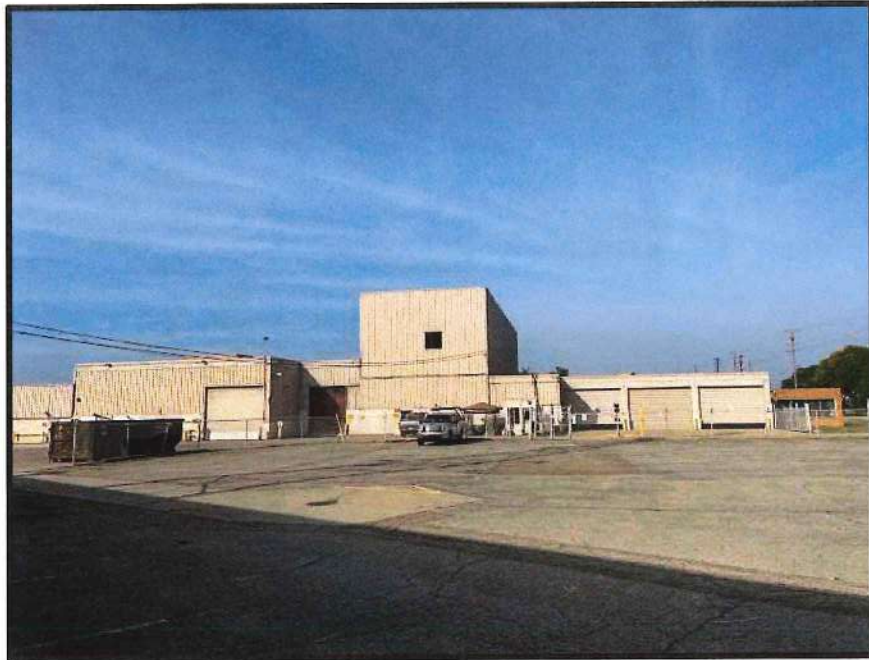
PARCEL A - SUBJECT BUILDING INTERIOR
TYPICAL VIEW OF MANUFACTURING AREA



PARCEL A – SUBJECT BUILDING 1 INTERIOR
TYPICAL VIEW OF FLOOR DRAIN



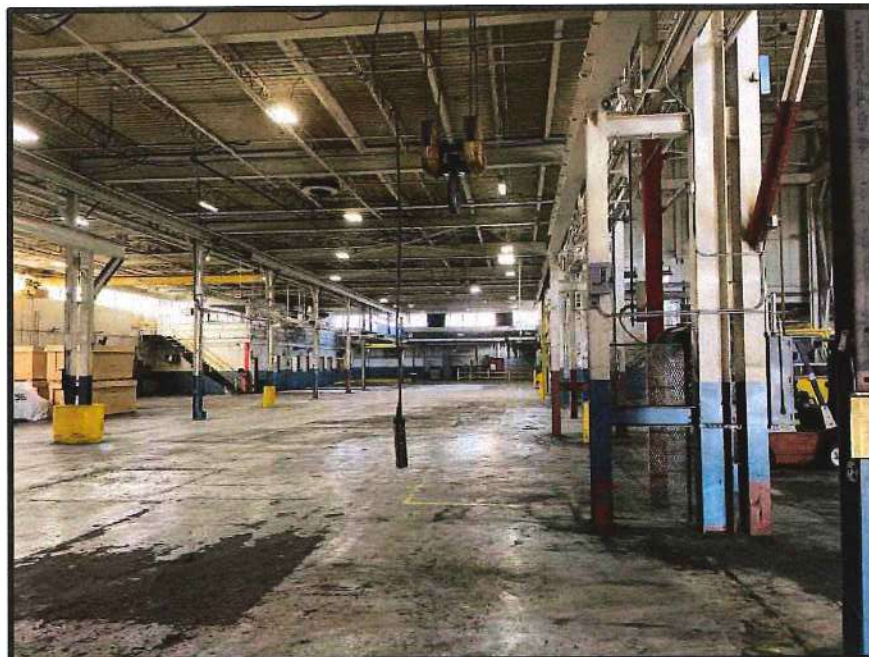
PARCEL A – SUBJECT BUILDING 1 INTERIOR
SUSPICIOUS PIPING



PARCEL B, SUBJECT BUILDING 2 EXTERIOR
TYPICAL VIEW OF PARCEL B FACING WEST



PARCEL B, SUBJECT BUILDING 2 EXTERIOR
TYPICAL VIEW OF PARCEL B FACING NORTH



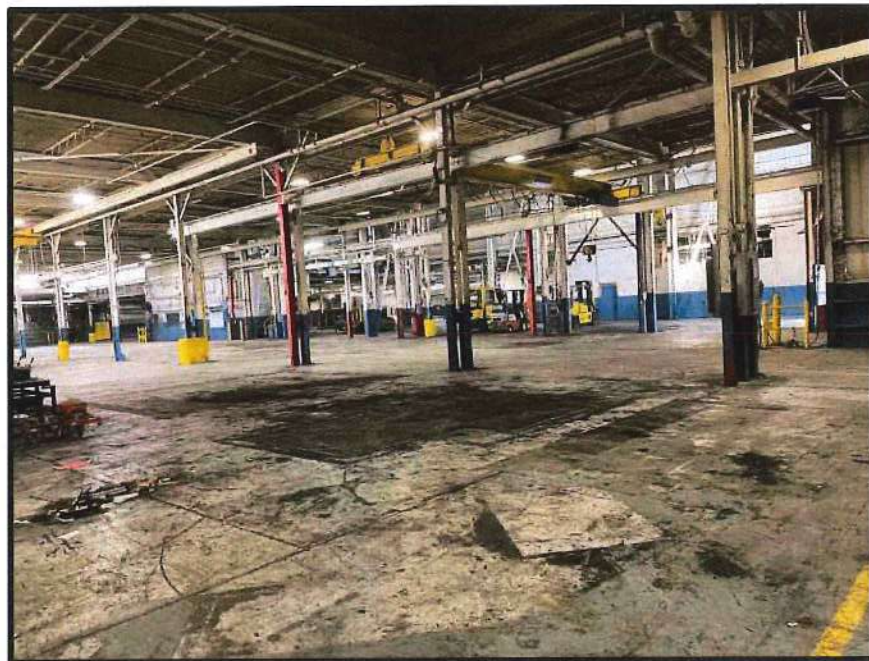
PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF WAREHOUSE / MANUFACTURING AREA



PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF OFFICE AREA



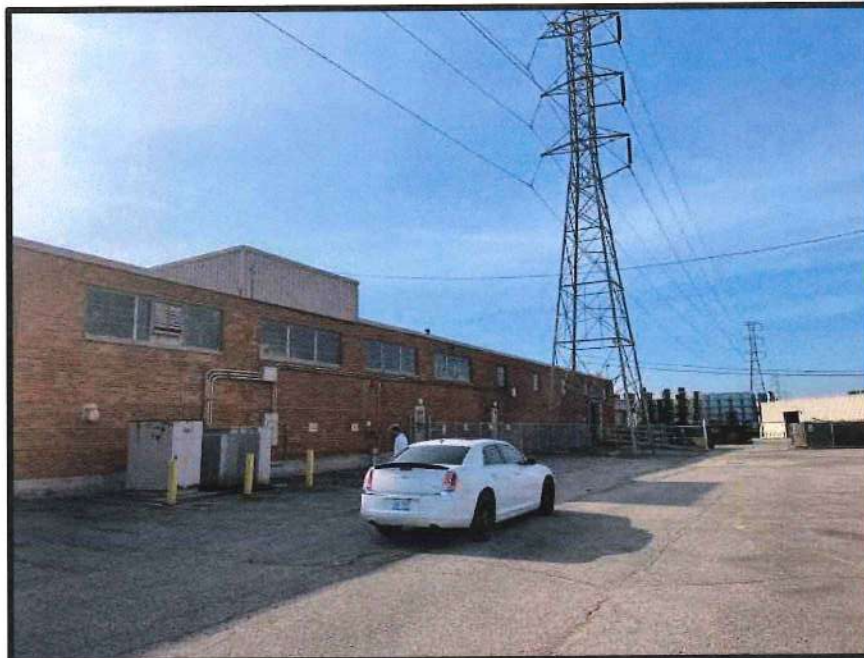
PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF BOILER ROOM



PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF STAINING/ CONCRETE PATCHING THROUGHOUT



PARCEL B – SUBJECT BUILDING 3 EXTERIOR
TYPICAL VIEW OF PARCEL B FACING WEST



PARCEL B – SUBJECT BUILDING 3 EXTERIOR
TYPICAL VIEW OF PARCEL B FACING SOUTHEAST



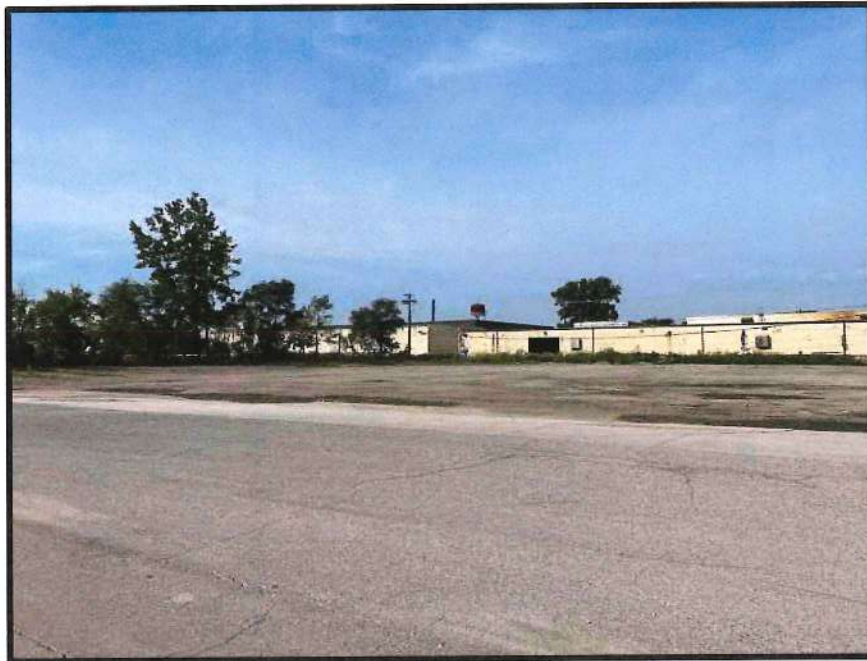
PARCEL B – SUBJECT BUILDING 3 INTERIOR
TYPICAL VIEW OF WAREHOUSE AREA



PARCEL B – SUBJECT BUILDING 3 INTERIOR
VIEW OF CHEMICAL STORAGE PENDING OFFSITE DISPOSAL



SOUTHERN ADJOINING PROPERTY



SOUTHWESTERN ADJOINING PROPERTY

Attachment B

Legal Description

12350 9 MILE WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-35-126-004



Item 1 of 6

5 Images / 1 Sketch

Property Owner: IX MILE ROAD LLC**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1947
 - # of Buildings: 2
 - Total Sq.Ft.: 210,567
- > 2 Special Assessments found
- > 25 Building Department records found
- > Assessed Value: \$2,096,530 | Taxable Value: \$1,474,504
- > Property Tax information found

Owner and Taxpayer Information

Owner	IX MILE ROAD LLC 52000 SIERRA DRIVE CHESTERFIELD, MI 48047	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2023

Property Class	301 INDUSTRIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	VAN DYKE PUBLIC SCHOOLS	Assessed Value	\$2,096,530
Notes	No Data to Display	Taxable Value	\$1,474,504
PP CLASS / YEAR	351	State Equalized Value	\$2,096,530
NOTES	Not Available	Date of Last Name Change	03/24/2023
BUSINESS TYPE	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
NOTES	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 03/01/1994

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$2,062,710	\$2,062,710	\$1,404,290
2021	\$1,937,370	\$1,937,370	\$1,359,429
2020	\$1,775,170	\$1,775,170	\$1,340,660

Land Information

Zoning Code	MZ	Total Acres	15.295
Land Value	\$782,920	Land Improvements	\$49,875
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	IMFL3 Large Ind.	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89°30'W 190.33 FT TO PT OF BEG; TH S38°53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01°21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31°25'40"W 85.23 FT; TH N88°56'41"W 485.18 FT; TH N01°04'10"E 1161.02 FT; TH S89°30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
03/10/2023	\$8,425,000.00	WD	DPI GROUP LLC	IX MILE ROAD LLC	03-ARM'S LENGTH	29043/354
11/07/2008	\$3,000,000.00	WD	MANCHESTER WARREN INVESTMENTS LLC	DPI GROUP LLC	03-ARM'S LENGTH	19566/6
03/17/2008	\$1,900,000.00	QC	CITIZENS BANK	MANCHESTER WARREN INVESTMENTS LLC	33-TO BE DETERMINED	19376/980
09/30/2005	\$2,573,235.00	OTH	CENTRAL WARREN	Republic Bank	33-TO BE DETERMINED	17206 408
08/01/1996	\$1,600,000.00	WD	LOREN HOUSTON	CENTRAL WARREN, L.L.C.	03-ARM'S LENGTH	7272/667
04/02/1981	\$2,000,000.00	LC	FALCON INVESTMENT COMPANY	LOREN W. HOUSTON	04-BUYERS INTEREST IN A LC	3321/933

Building Information - 208967 sq ft Warehouses - Storage (Commercial)

Floor Area	208,967 sq ft	Estimated TCV	Not Available
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	16 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1947	Year Remodeled	1961
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	37%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	47 yrs

Building Information - 1600 sq ft Warehouses - Storage (Commercial)

Floor Area	1,600 sq ft	Estimated TCV	Not Available
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	16 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1972	Year Remodeled	No Data to Display
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	41%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	39 yrs

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Attachment C

Tables

- Table 1 – Eligible Activities
- Table 2 – Tax Increment Revenue Estimates
- Table 3 – Reimbursement Allocation Schedule

Table 1. Eligible Activities

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

ELIGIBLE ACTIVITIES COST SUMMARY					
				Estimated Cost of Eligible Activity	Local-Only TIF
Predevelopment Activities				\$ 61,350	\$ 61,350
Due Care Compliance Activities				\$ 482,899	\$ 482,899
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES				\$ 544,249	\$ 544,249
Demolition Activities				\$ 25,000	\$ 25,000
Lead, Asbestos, and/or Mold Activities				\$ 465,500	\$ 465,500
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				\$ 490,500	\$ 490,500
Total Environmental and Non-Environmental Eligible Activities				\$ 1,034,749	\$ 1,034,749
Brownfield Plan & Act 381 WP Preparation				\$ 15,000	\$ 15,000
Brownfield Plan & Act 381 WP Implementation				\$ 50,000	\$ 50,000
Total Eligible Activities Cost				\$ 1,099,749	\$ 1,099,749
BRA Administration Fee				\$ 200,841	\$ 200,841
Local Brownfield Revolving Fund (LBRF)				\$ 506,980	\$ 506,980
Total Eligible Costs for Reimbursement				\$ 1,807,571	\$ 1,807,571

ELIGIBLE ACTIVITIES COST DETAIL					
	# of Units	Unit Type	Cost/Unit	Est. Total Cost	Local-Only
Predevelopment Activities					
Phase I ESA Reliance Letter	1	LS	\$ 500	\$ 500	Local-Only
Phase II ESA	1	LS	\$ 45,600	\$ 45,600	Local-Only
BEA	1	LS	\$ 3,000	\$ 3,000	Local-Only
Asbestos and Hazardous Materials Survey	1	LS	\$ 12,250	\$ 12,250	Local-Only
subtotal				\$ 61,350	
Due Care Compliance Activities					
Due Care Compliance Analysis	1	LS	\$ 3,500	\$ 3,500	Local-Only
Supplemental Soil Gas Testing & Pressure Field Extension Testing	1	LS	\$ 60,000	\$ 60,000	Local-Only
Vapor Mitigation System (VMS) Design and Installation Plan	1	LS	\$ 5,500	\$ 5,500	Local-Only
VMS Installation	1	LS	\$ 300,000	\$ 300,000	Local-Only
VMS Post-Installation Start-Up Testing and System Monitoring	1	LS	\$ 25,000	\$ 25,000	Local-Only
O&M Plan and Due Care Reporting	1	LS	\$ 15,000	\$ 15,000	Local-Only
PCB Transformer Removal	1	LS	\$ 44,569	\$ 44,569	Local-Only
PCB Transformer Disposal	1	LS	\$ 29,330	\$ 29,330	Local-Only
subtotal				\$ 482,899	
Demolition Activities					
Select Interior Demolition	1	LS	\$ 25,000	\$ 25,000	Local-Only
subtotal				\$ 25,000	
Asbestos Activities					
Asbestos Abatement	1	LS	\$ 418,000	\$ 418,000	Local-Only
Abatement Oversight, Air Monitoring and Project Management	1	LS	\$ 47,500	\$ 47,500	Local-Only
subtotal				\$ 465,500	
Brownfield Plan & Act 381 Work Plan					
Brownfield Plan	1	LS	\$ 15,000	\$ 15,000	\$ 15,000.00
Implementation	1	LS	\$ 10,000	\$ 50,000	\$ 1,000.00
subtotal				\$ 65,000	

Table 2. Tax Increment Revenue Estimates

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495/3-2-25
As of March 20, 2023

		Estimated TV Increase rate: 1.025														
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
Post-Dev TV (30% of Project Investment)	Initial Taxable Value	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	
	Estimated New TV	\$ 3,035,455	\$ 3,111,341	\$ 3,189,125	\$ 3,268,853	\$ 3,350,574	\$ 3,434,339	\$ 3,520,197	\$ 3,608,202	\$ 3,698,407	\$ 3,790,867	\$ 3,885,639	\$ 3,982,780	\$ 4,082,350	\$ 4,184,408	
	Incremental Difference (New TV - Initial TV)	\$ 1,560,951	\$ 1,636,837	\$ 1,714,621	\$ 1,794,349	\$ 1,876,070	\$ 1,959,835	\$ 2,045,693	\$ 2,133,698	\$ 2,223,903	\$ 2,316,363	\$ 2,411,135	\$ 2,508,276	\$ 2,607,846	\$ 2,709,904	
Local Capture		Millage Rate														
Warren Operating	8.3263	Incremental	\$ 12,997	\$ 13,629	\$ 14,276	\$ 14,940	\$ 15,621	\$ 16,318	\$ 17,033	\$ 17,766	\$ 18,517	\$ 19,287	\$ 20,076	\$ 20,885	\$ 21,714	\$ 22,563
City Road Improv	2.0029	Incremental	\$ 3,126	\$ 3,278	\$ 3,434	\$ 3,594	\$ 3,758	\$ 3,925	\$ 4,097	\$ 4,274	\$ 4,454	\$ 4,639	\$ 4,829	\$ 5,024	\$ 5,223	\$ 5,428
EMS	0.2770	Incremental	\$ 432	\$ 453	\$ 475	\$ 497	\$ 520	\$ 543	\$ 567	\$ 591	\$ 616	\$ 642	\$ 668	\$ 695	\$ 722	\$ 751
Library	1.2687	Incremental	\$ 1,980	\$ 2,077	\$ 2,175	\$ 2,276	\$ 2,380	\$ 2,486	\$ 2,595	\$ 2,707	\$ 2,821	\$ 2,939	\$ 3,059	\$ 3,182	\$ 3,309	\$ 3,438
Sanitation	2.7750	Incremental	\$ 4,332	\$ 4,542	\$ 4,758	\$ 4,979	\$ 5,206	\$ 5,439	\$ 5,677	\$ 5,921	\$ 6,171	\$ 6,428	\$ 6,691	\$ 6,960	\$ 7,237	\$ 7,520
Act 345 Pol/Fire	4.9848	Incremental	\$ 7,781	\$ 8,159	\$ 8,547	\$ 8,944	\$ 9,352	\$ 9,769	\$ 10,197	\$ 10,636	\$ 11,086	\$ 11,547	\$ 12,019	\$ 12,503	\$ 13,000	\$ 13,508
Police Operating	0.9289	Incremental	\$ 1,450	\$ 1,520	\$ 1,593	\$ 1,667	\$ 1,743	\$ 1,820	\$ 1,900	\$ 1,982	\$ 2,066	\$ 2,152	\$ 2,240	\$ 2,330	\$ 2,422	\$ 2,517
Fire Operating	0.9289	Incremental	\$ 1,450	\$ 1,520	\$ 1,593	\$ 1,667	\$ 1,743	\$ 1,820	\$ 1,900	\$ 1,982	\$ 2,066	\$ 2,152	\$ 2,240	\$ 2,330	\$ 2,422	\$ 2,517
Police & Fire Operating	4.9641	Incremental	\$ 7,749	\$ 8,125	\$ 8,512	\$ 8,907	\$ 9,313	\$ 9,729	\$ 10,155	\$ 10,592	\$ 11,040	\$ 11,499	\$ 11,969	\$ 12,451	\$ 12,946	\$ 13,452
Recreation	0.9247	Incremental	\$ 1,443	\$ 1,514	\$ 1,586	\$ 1,659	\$ 1,735	\$ 1,812	\$ 1,892	\$ 1,973	\$ 2,056	\$ 2,142	\$ 2,230	\$ 2,319	\$ 2,411	\$ 2,506
Macomb County Operating	4.3200	Incremental	\$ 6,743	\$ 7,071	\$ 7,407	\$ 7,752	\$ 8,105	\$ 8,466	\$ 8,837	\$ 9,218	\$ 9,607	\$ 10,007	\$ 10,416	\$ 10,836	\$ 11,266	\$ 11,707
MCC Operating	1.4077	Incremental	\$ 2,197	\$ 2,304	\$ 2,414	\$ 2,526	\$ 2,641	\$ 2,759	\$ 2,880	\$ 3,004	\$ 3,131	\$ 3,261	\$ 3,394	\$ 3,531	\$ 3,671	\$ 3,815
Mac Int School	4.6300	Incremental	\$ 7,227	\$ 7,579	\$ 7,939	\$ 8,308	\$ 8,686	\$ 9,074	\$ 9,472	\$ 9,879	\$ 10,297	\$ 10,725	\$ 11,164	\$ 11,613	\$ 12,074	\$ 12,547
Macomb Veterans	0.0652	Incremental	\$ 102	\$ 107	\$ 112	\$ 117	\$ 122	\$ 128	\$ 133	\$ 139	\$ 145	\$ 151	\$ 157	\$ 164	\$ 170	\$ 177
Huron-Clinton Parks	0.2070	Incremental	\$ 323	\$ 339	\$ 355	\$ 371	\$ 388	\$ 406	\$ 423	\$ 442	\$ 460	\$ 479	\$ 499	\$ 519	\$ 540	\$ 561
Smart	0.9500	Incremental	\$ 1,483	\$ 1,555	\$ 1,629	\$ 1,705	\$ 1,782	\$ 1,862	\$ 1,943	\$ 2,027	\$ 2,113	\$ 2,201	\$ 2,291	\$ 2,383	\$ 2,477	\$ 2,574
Local Total		38.9612														
Total Local Tax Increment Revenue Capture		\$	60,817	\$ 63,773	\$ 66,804	\$ 69,910	\$ 73,094	\$ 76,358	\$ 79,703	\$ 83,131	\$ 86,646	\$ 90,248	\$ 93,941	\$ 97,725	\$ 101,605	\$ 105,581
Non-Capturable Millages		Millage Rate														
Warren Con Debt/SF	4.7800	New TV	\$ 14,509	\$ 14,872	\$ 15,244	\$ 15,625	\$ 16,016	\$ 16,416	\$ 16,827	\$ 17,247	\$ 17,678	\$ 18,120	\$ 18,573	\$ 19,038	\$ 19,514	\$ 20,001
Zoo	0.0945	New TV	\$ 287	\$ 294	\$ 301	\$ 309	\$ 317	\$ 325	\$ 333	\$ 341	\$ 349	\$ 358	\$ 367	\$ 376	\$ 386	\$ 395
DIA	0.1956	New TV	\$ 594	\$ 609	\$ 624	\$ 639	\$ 655	\$ 672	\$ 689	\$ 706	\$ 723	\$ 741	\$ 760	\$ 779	\$ 799	\$ 818
Total Non-Capturable Taxes		5.0701														

Table 2. Tax Increment Revenue Estimates

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 1749513-2-25
As of March 20, 2023

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	
\$ 4,289,018	\$ 4,396,244	\$ 4,506,150	\$ 4,618,804	\$ 4,734,274	\$ 4,852,631	\$ 4,973,946	\$ 5,098,295	\$ 5,225,753	\$ 5,356,396	\$ 5,490,306	\$ 5,627,564	\$ 5,768,253	\$ 5,912,459	\$ 6,060,271	\$ 6,211,778	
\$ 2,814,514	\$ 2,921,740	\$ 3,031,646	\$ 3,144,300	\$ 3,259,770	\$ 3,378,127	\$ 3,499,442	\$ 3,623,791	\$ 3,751,249	\$ 3,881,892	\$ 4,015,802	\$ 4,153,060	\$ 4,293,749	\$ 4,437,955	\$ 4,585,767	\$ 4,737,274	
\$ 23,434	\$ 24,327	\$ 25,242	\$ 26,180	\$ 27,142	\$ 28,127	\$ 29,137	\$ 30,173	\$ 31,234	\$ 32,322	\$ 33,437	\$ 34,580	\$ 35,751	\$ 36,952	\$ 38,182	\$ 39,444	\$ 741,287
\$ 5,637	\$ 5,852	\$ 6,072	\$ 6,298	\$ 6,529	\$ 6,766	\$ 7,009	\$ 7,258	\$ 7,513	\$ 7,775	\$ 8,043	\$ 8,318	\$ 8,600	\$ 8,889	\$ 9,185	\$ 9,488	\$ 178,317
\$ 780	\$ 809	\$ 840	\$ 871	\$ 903	\$ 936	\$ 969	\$ 1,004	\$ 1,039	\$ 1,075	\$ 1,112	\$ 1,150	\$ 1,189	\$ 1,229	\$ 1,270	\$ 1,312	\$ 24,661
\$ 3,571	\$ 3,707	\$ 3,846	\$ 3,989	\$ 4,136	\$ 4,286	\$ 4,440	\$ 4,598	\$ 4,759	\$ 4,925	\$ 5,095	\$ 5,269	\$ 5,447	\$ 5,630	\$ 5,818	\$ 6,010	\$ 112,952
\$ 7,810	\$ 8,108	\$ 8,413	\$ 8,725	\$ 9,046	\$ 9,374	\$ 9,711	\$ 10,056	\$ 10,410	\$ 10,772	\$ 11,144	\$ 11,525	\$ 11,915	\$ 12,315	\$ 12,726	\$ 13,146	\$ 247,057
\$ 14,030	\$ 14,564	\$ 15,112	\$ 15,674	\$ 16,249	\$ 16,839	\$ 17,444	\$ 18,064	\$ 18,699	\$ 19,350	\$ 20,018	\$ 20,702	\$ 21,403	\$ 22,122	\$ 22,859	\$ 23,614	\$ 443,795
\$ 2,614	\$ 2,714	\$ 2,816	\$ 2,921	\$ 3,028	\$ 3,138	\$ 3,251	\$ 3,366	\$ 3,485	\$ 3,606	\$ 3,730	\$ 3,858	\$ 3,988	\$ 4,122	\$ 4,260	\$ 4,400	\$ 82,700
\$ 2,614	\$ 2,714	\$ 2,816	\$ 2,921	\$ 3,028	\$ 3,138	\$ 3,251	\$ 3,366	\$ 3,485	\$ 3,606	\$ 3,730	\$ 3,858	\$ 3,988	\$ 4,122	\$ 4,260	\$ 4,400	\$ 82,700
\$ 13,972	\$ 14,504	\$ 15,049	\$ 15,609	\$ 16,182	\$ 16,769	\$ 17,372	\$ 17,989	\$ 18,622	\$ 19,270	\$ 19,935	\$ 20,616	\$ 21,315	\$ 22,030	\$ 22,764	\$ 23,516	\$ 441,952
\$ 2,603	\$ 2,702	\$ 2,803	\$ 2,908	\$ 3,014	\$ 3,124	\$ 3,236	\$ 3,351	\$ 3,469	\$ 3,590	\$ 3,713	\$ 3,840	\$ 3,970	\$ 4,104	\$ 4,240	\$ 4,381	\$ 82,326
\$ 12,159	\$ 12,622	\$ 13,097	\$ 13,583	\$ 14,082	\$ 14,594	\$ 15,118	\$ 15,655	\$ 16,205	\$ 16,770	\$ 17,348	\$ 17,941	\$ 18,549	\$ 19,172	\$ 19,811	\$ 20,465	\$ 384,608
\$ 3,962	\$ 4,113	\$ 4,268	\$ 4,426	\$ 4,589	\$ 4,755	\$ 4,926	\$ 5,101	\$ 5,281	\$ 5,465	\$ 5,653	\$ 5,846	\$ 6,044	\$ 6,247	\$ 6,455	\$ 6,669	\$ 125,327
\$ 13,031	\$ 13,528	\$ 14,037	\$ 14,558	\$ 15,093	\$ 15,641	\$ 16,202	\$ 16,778	\$ 17,368	\$ 17,973	\$ 18,593	\$ 19,229	\$ 19,880	\$ 20,548	\$ 21,232	\$ 21,934	\$ 412,207
\$ 184	\$ 190	\$ 198	\$ 205	\$ 213	\$ 220	\$ 228	\$ 236	\$ 245	\$ 253	\$ 262	\$ 271	\$ 280	\$ 289	\$ 299	\$ 309	\$ 5,805
\$ 583	\$ 605	\$ 628	\$ 651	\$ 675	\$ 699	\$ 724	\$ 750	\$ 777	\$ 804	\$ 831	\$ 860	\$ 889	\$ 919	\$ 949	\$ 981	\$ 18,429
\$ 2,674	\$ 2,776	\$ 2,880	\$ 2,987	\$ 3,097	\$ 3,209	\$ 3,324	\$ 3,443	\$ 3,564	\$ 3,688	\$ 3,815	\$ 3,945	\$ 4,079	\$ 4,216	\$ 4,356	\$ 4,500	\$ 84,578
\$ 109,657	\$ 113,834	\$ 118,117	\$ 122,506	\$ 127,005	\$ 131,616	\$ 136,342	\$ 141,187	\$ 146,153	\$ 151,243	\$ 156,460	\$ 161,808	\$ 167,290	\$ 172,908	\$ 178,667	\$ 184,570	\$ 3,468,698
\$ 20,502	\$ 21,014	\$ 21,539	\$ 22,078	\$ 22,630	\$ 23,196	\$ 23,775	\$ 24,370	\$ 24,979	\$ 25,604	\$ 26,244	\$ 26,900	\$ 27,572	\$ 28,262	\$ 28,968	\$ 29,692	\$ 637,005
\$ 405	\$ 415	\$ 426	\$ 436	\$ 447	\$ 459	\$ 470	\$ 482	\$ 494	\$ 506	\$ 519	\$ 532	\$ 545	\$ 559	\$ 573	\$ 587	\$ 12,594
\$ 839	\$ 860	\$ 881	\$ 903	\$ 926	\$ 949	\$ 973	\$ 997	\$ 1,022	\$ 1,048	\$ 1,074	\$ 1,101	\$ 1,128	\$ 1,156	\$ 1,185	\$ 1,215	\$ 26,067

Table 3. Reimbursement Allocation Schedule

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 1,099,749	\$ 1,099,749
TOTAL		\$ -	\$ 1,099,749	\$ 1,099,749

Estimated Total Years of Plan: 21

	Plan Year	1	2	3	4	5	6	7	8	9	10	
	Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Total Local Incremental Revenue	\$	60,817	\$ 63,773	\$ 66,804	\$ 69,910	\$ 73,094	\$ 76,358	\$ 79,703	\$ 83,131	\$ 86,646	\$ 90,248	
BRA Administrative Fee - 10%	\$	6,082	\$ 6,377	\$ 6,680	\$ 6,991	\$ 7,309	\$ 7,636	\$ 7,970	\$ 8,313	\$ 8,665	\$ 9,025	
LBRF - 10%	\$	6,082	\$ 6,377	\$ 6,680	\$ 6,991	\$ 7,309	\$ 7,636	\$ 7,970	\$ 8,313	\$ 8,665	\$ 9,025	
Local TIR Available for Reimbursement	\$	48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	\$ 61,086	\$ 63,762	\$ 66,505	\$ 69,317	\$ 72,199	
Total State & Local TIR Available	\$	48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	\$ 61,086	\$ 63,762	\$ 66,505	\$ 69,317	\$ 72,199	
DEVELOPER	Beginning Balance											
DEVELOPER Reimbursement Balance	\$	1,099,749	\$ 1,051,096	\$ 1,000,077	\$ 946,634	\$ 890,706	\$ 832,231	\$ 771,145	\$ 707,383	\$ 640,878	\$ 571,561	\$ 499,362
LOCAL-ONLY Reimbursement Balance	\$	1,099,749	\$ 1,051,096	\$ 1,000,077	\$ 946,634	\$ 890,706	\$ 832,231	\$ 771,145	\$ 707,383	\$ 640,878	\$ 571,561	\$ 499,362
Eligible Activities Reimbursement	\$	1,099,749	\$ 48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	\$ 61,086	\$ 63,762	\$ 66,505	\$ 69,317	\$ 72,199
Interest Reimbursement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local-Only TIR Reimbursement	\$	48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	\$ 61,086	\$ 63,762	\$ 66,505	\$ 69,317	\$ 72,199	
Total Annual Developer Reimbursement	\$	48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	\$ 61,086	\$ 63,762	\$ 66,505	\$ 69,317	\$ 72,199	
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	
LBRF Deposits	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
STATE	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL	no maximum	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Table 3. Reimbursement Allocation Schedule

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 1749513-2-25
As of March 20, 2023

Estimated Capture	
Administrative Fees	\$ 200,841
State Revolving Fund	\$ -
LBRF	\$ 506,980

Plan Year	11	12	13	14
Calendar Year	2035	2036	2037	2038
Total Local Incremental Revenue	\$ 93,941	\$ 97,725	\$ 101,605	\$ 105,581
BRA Administrative Fee - 10%	\$ 9,394	\$ 9,773	\$ 10,160	\$ 10,558
LBRF - 10%	\$ 9,394	\$ 9,773	\$ 10,160	\$ 10,558
Local TIR Available for Reimbursement	\$ 75,153	\$ 78,180	\$ 81,284	\$ 84,465
Total State & Local TIR Available	\$ 75,153	\$ 78,180	\$ 81,284	\$ 84,465
DEVELOPER				
	Beginning Balance			
DEVELOPER Reimbursement Balance	\$ 1,099,749	\$ 424,210	\$ 346,030	\$ 264,746
LOCAL-ONLY Reimbursement Balance	\$ 1,099,749	\$ 424,210	\$ 346,030	\$ 264,746
Eligible Activities Reimbursement	\$ 1,099,749	\$ 75,153	\$ 78,180	\$ 81,284
Interest Reimbursement	\$ -	\$ -	\$ -	\$ -
Total Local-Only TIR Reimbursement	\$ 75,153	\$ 78,180	\$ 81,284	\$ 84,465
Total Annual Developer Reimbursement	\$ 75,153	\$ 78,180	\$ 81,284	\$ 84,465
LOCAL BROWNFIELD REVOLV. FUND				
	LBRF Year	0	0	0
LBRF Deposits	\$ -	\$ -	\$ -	\$ -
STATE	\$ -	\$ -	\$ -	\$ -
LOCAL	no maximum	\$ -	\$ -	\$ -

Table 3. Reimbursement Allocation Schedule

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 1749513-2-25
As of March 20, 2023

Interest	Proportionality	School & Local Taxes
EGLE	0.0%	\$ -
MSF	0.0%	\$ -

Plan Year Calendar Year	End Plan									
	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048
Total Local Incremental Revenue	\$ 109,657	\$ 113,834	\$ 118,117	\$ 122,506	\$ 127,005	\$ 131,616	\$ 136,342	\$ 141,187	\$ 146,153	\$ 151,243
BRA Administrative Fee - 10%	\$ 10,966	\$ 11,383	\$ 11,812	\$ 12,251	\$ 12,700	\$ 13,162	\$ 13,634	\$ 14,119	\$ 14,615	\$ 15,124
LBRF - 10%	\$ 10,966	\$ 11,383	\$ 11,812	\$ 12,251	\$ 12,700	\$ 13,162	\$ 13,634	\$ 14,119	\$ 14,615	\$ 15,124
Local TIR Available for Reimbursement	\$ 87,725	\$ 91,068	\$ 94,493	\$ 98,005	\$ 101,604	\$ 105,293	\$ 109,074	\$ 112,950	\$ 116,923	\$ 120,995
Total State & Local TIR Available	\$ 87,725	\$ 91,068	\$ 94,493	\$ 98,005	\$ 101,604	\$ 105,293	\$ 109,074	\$ 112,950	\$ 116,923	\$ 120,995
DEVELOPER	Beginning Balance									
DEVELOPER Reimbursement Balance	\$ 1,099,749	\$ 92,555	\$ 1,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL-ONLY Reimbursement Balance	\$ 1,099,749	\$ 92,555	\$ 1,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Activities Reimbursement	\$ 1,099,749	\$ 87,725	\$ 91,068	\$ 1,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local-Only TIR Reimbursement	\$ 87,725	\$ 91,068	\$ 1,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 87,725	\$ 91,068	\$ 1,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year									
LBRF Deposits	0	0	2	3	4	5	6	0	0	0
STATE	\$ -	\$ -	\$ 93,006	\$ 98,005	\$ 101,604	\$ 105,293	\$ 109,074	\$ -	\$ -	\$ -
LOCAL	no maximum	\$ -	\$ 93,006	\$ 98,005	\$ 101,604	\$ 105,293	\$ 109,074	\$ -	\$ -	\$ -

Table 3. Reimbursement Allocation Schedule

IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

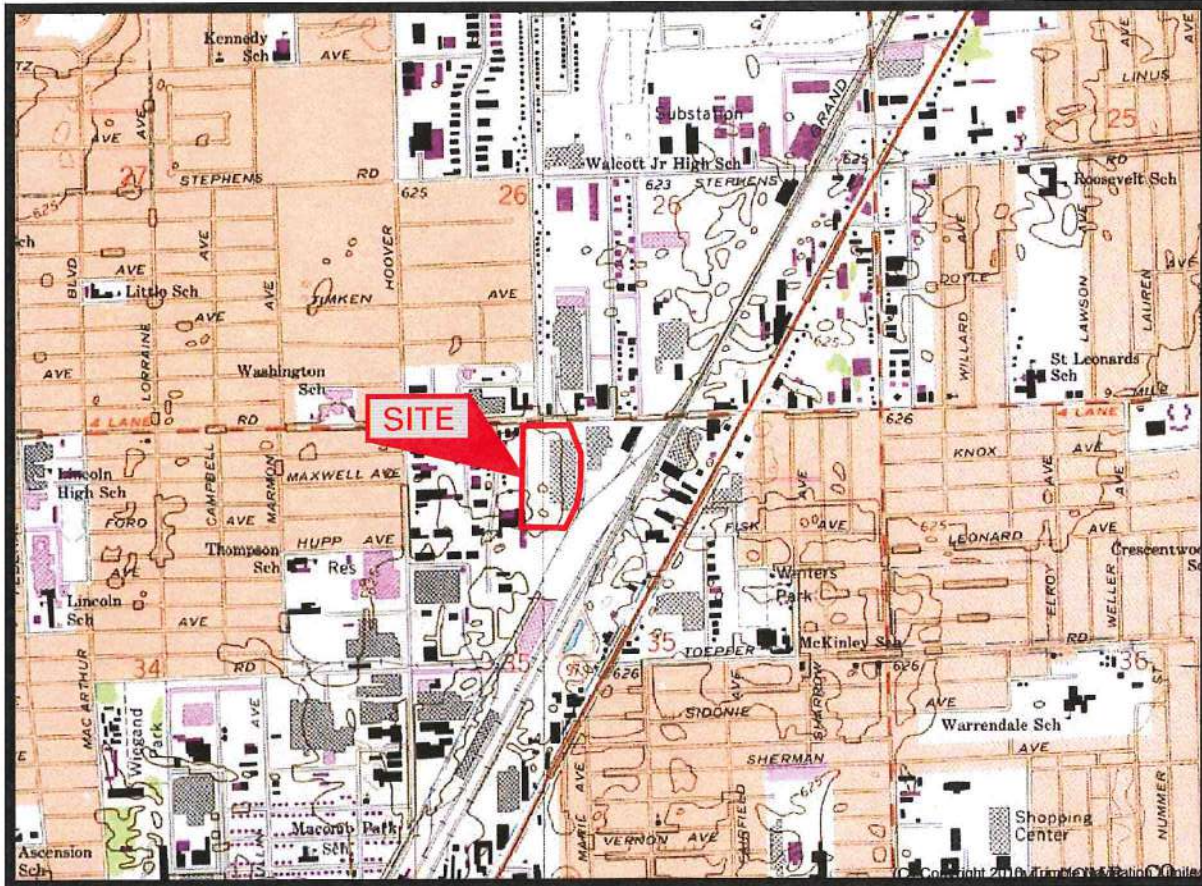
Plan Year	25	26	27	28	29	30	TOTAL
Calendar Year	2049	2050	2051	2052	2053	2054	
Total Local Incremental Revenue	\$ 156,460	\$ 161,808	\$ 167,290	\$ 172,908	\$ 178,667	\$ 184,570	
BRA Administrative Fee - 10%	\$ 15,646	\$ 16,181	\$ 16,729	\$ 17,291	\$ 17,867	\$ 18,457	
LBRF - 10%	\$ 15,646	\$ 16,181	\$ 16,729	\$ 17,291	\$ 17,867	\$ 18,457	
Local TIR Available for Reimbursement	\$ 125,168	\$ 129,447	\$ 133,832	\$ 138,326	\$ 142,934	\$ 147,656	
Total State & Local TIR Available	\$ 125,168	\$ 129,447	\$ 133,832	\$ 138,326	\$ 142,934	\$ 147,656	
DEVELOPER	Beginning Balance						
DEVELOPER Reimbursement Balance	\$ 1,099,749	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL-ONLY Reimbursement Balance	\$ 1,099,749	\$ -	\$ -	\$ -	\$ -	\$ -	
Eligible Activities Reimbursement	\$ 1,099,749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,749
Interest Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local-Only TIR Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,749
Total Annual Developer Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,749
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	
LBRF Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
STATE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LOCAL	no maximum	\$ -	\$ -	\$ -	\$ -	\$ -	

Attachment D

Environmental Investigation Maps

- Figure 1 – Topographic Location Map
- Figure 2 – Sample Location Map
- Figure 3 – Site Map with Soil Analytical Results Exceeding EGLE RCC
- Figure 4 – Site Map with Groundwater Analytical Results Exceeding EGLE RCC

GROSSE POINTE QUADRANGLE
MICHIGAN - MACOMB COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.1 N.-R.12 E.

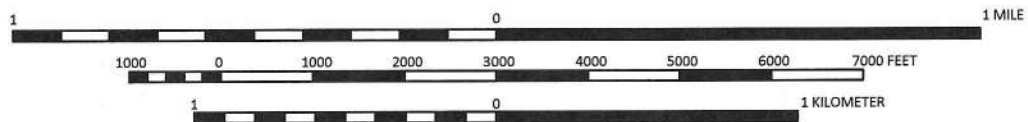


IMAGE TAKEN FROM 1968 U.S.G.S. TOPOGRAPHIC MAP
PHOTOREVISED 1983



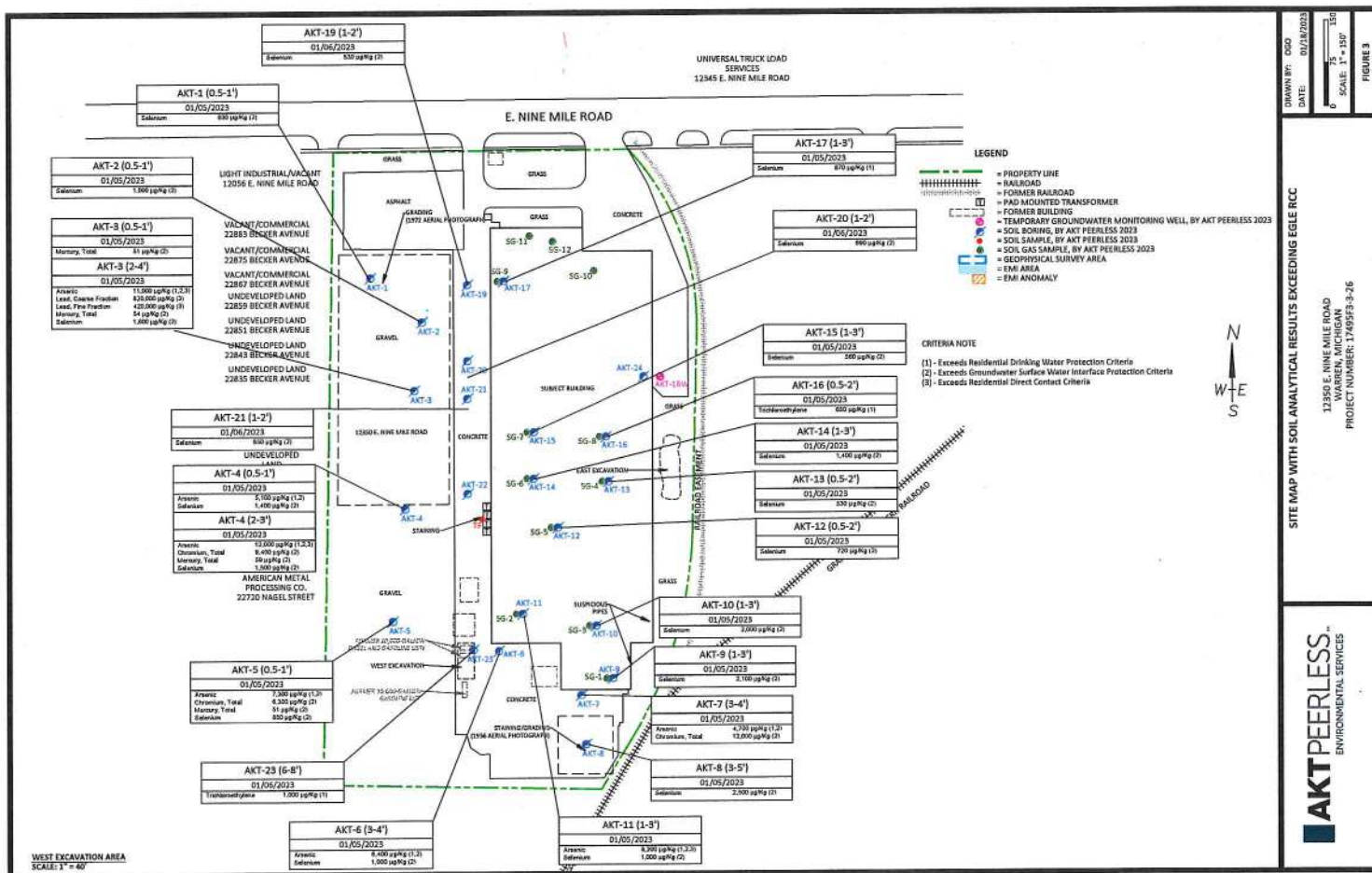
AKTPEERLESSTM
ENVIRONMENTAL SERVICES

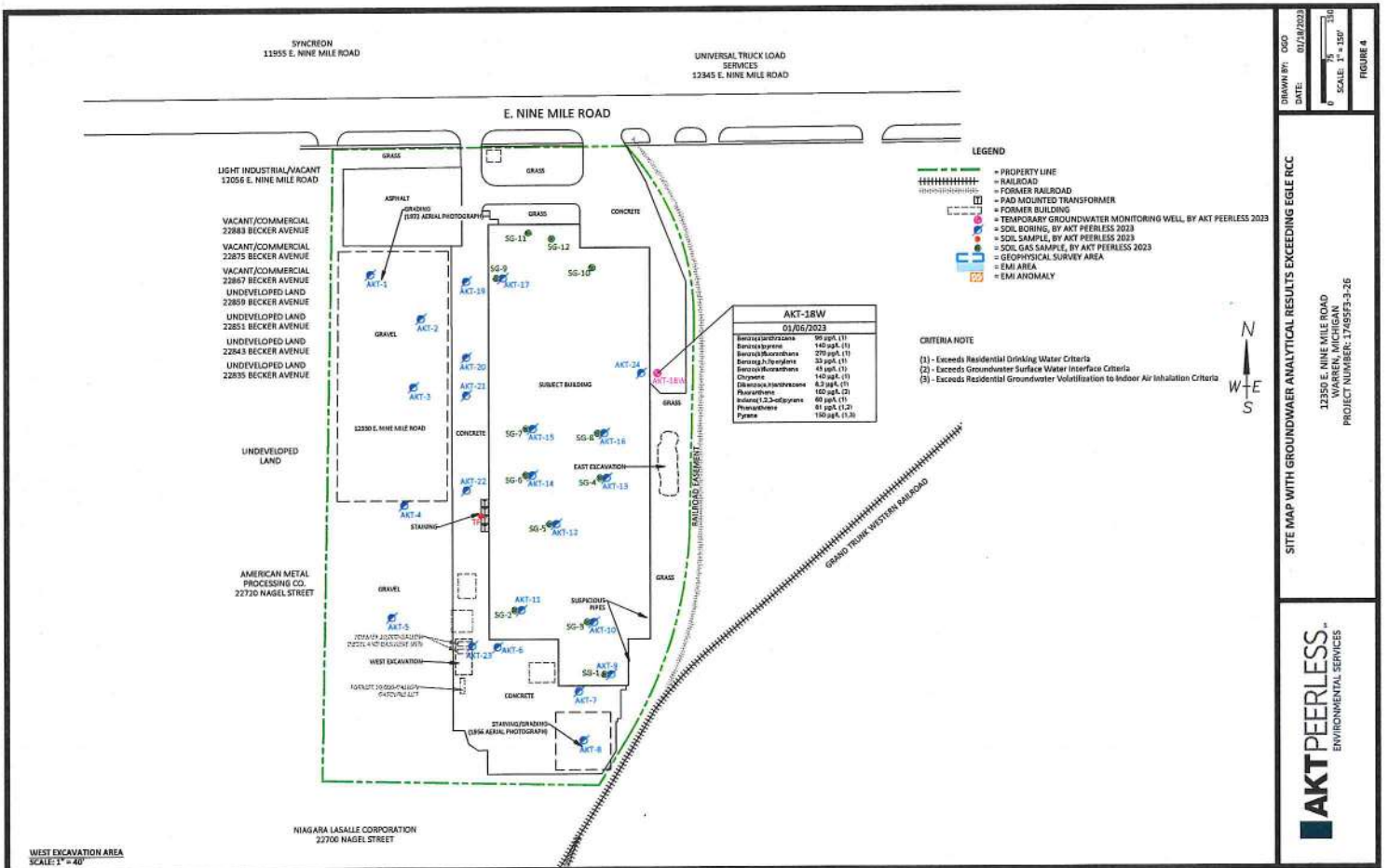
TOPOGRAPHIC LOCATION MAP

12350 E. NINE MILE ROAD
WARREN, MICHIGAN
PROJECT NUMBER: 17495F3-3-26

DRAWN BY: OGO
DATE: 01/18/2023

FIGURE 1





Attachment E

Environmental Investigation Analytical Summary Tables

- Table 1 – Summary of Soil Analytical Results - RCC
- Table 2 – Summary of Groundwater Analytical Results - RCC

Table 1: Summary of Soil Analytical Results
12350 E. Nine Mile Road
Warren, Michigan
AKT Peerless Project No. 17495F3-3-26

Parameters*	Chemical Abstract Service Number	Statewide Default Background Levels	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Residential Soil Volatilization to Indoor Air Inhalation Criteria	Residential Infinite Source Volatile Soil Inhalation Criteria	Residential Particulate Soil Inhalation Criteria	Residential Direct Contact Criteria	Soil Saturation Concentration Screening Levels	Maximum Concentration Detected	Sample Location	AKT-1	AKT-2	AKT-3	AKT-3	AKT-4	AKT-4	AKT-5	AKT-6	AKT-7	AKT-8
											Collection Date	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23
											Depth	(0.5-1')	(0.5-1')	(0.5-1')	(2-4')	(0.5-1')	(2-3')	(0.5-1')	(2-4')	(3-4')	(3-5')
Metals (µg/kg)																					
Arsenic (B)	7440-38-2	5,800	4,600	4,600	NLV	NLV	7.20E+05	7,600	NA	12,000		3,500	4,300	2,400	11,000	5,100	12,000	7,300	6,400	4,700	3,200
Barium (B)	7440-39-3	75,000	1,30E+06	(G)	NLV	NLV	3.30E+08	3.70E+07	NA	260,000		72,000	150,000	47,000	140,000	260,000	140,000	92,000	47,000	33,000	35,000
Cadmium (B)	7440-43-9	1,200	6,000	(G,X)	NLV	NLV	1.70E+06	5.50E+05	NA	530		220	<200	530	270	390	<200	<200	<200	<200	<200
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	290,000		16,000*	120,000	39,000	22,000	290,000	9,400	6,300	11,000*	12,000	5,500*
Chromium III (B,H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	3.30E+08	7.90E+08	NA	290,000		NS	<2,000	<2,000	<2,000	NS	NS	NS	NS	NS	NS
Chromium VI	18540-29-9	NA	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	<2,000		NS	120,000	39,000	22,000	290,000	NS	NS	NS	NS	NS
Copper (B)	7440-50-8	32,000	5.80E+05	(G)	NLV	NLV	1.30E+08	2.00E+07	NA	320,000		14,000	320,000	8,800	47,000	18,000	58,000	21,000	10,000	10,000	5,100
Lead (B)	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA	450,000		10,000	49,000	38,000	450,000	77,000	230,000	25,000	<10,000	<10,000	<10,000
Lead, Total (Calculated)	7439-92-1 CHE	21,000	7.00E+05	(G,X)	NLV	NLV	NA	NA	NA	670,000		NS	NS	NS	670,000	92,000	290,000	NS	NS	NS	NS
Lead, Coarse Fraction	PB, COARSE	21,000	NA	NA	NLV	NLV	NA	4.00E+05	NA	820,000		NS	NS	NS	820,000	89,000	210,000	NS	NS	NS	NS
Lead, Fine Fraction	PB, FINE	21,000	NA	NA	NLV	NLV	1.00E+08	4.00E+05	NA	420,000		NS	NS	NS	420,000	140,000	370,000	NS	NS	NS	NS
Mercury, Total	7439-97-6	130	1,700	50 (M), 1.2	48,000	52,000	2.00E+07	1.60E+05	NA	59		54	<50	51	54	<50	59	51	<50	<50	<50
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	1.30E+08	2.60E+06	NA	2,500		630	1,000	<300	1,600	1,400	1,500	880	1,000	340	2,500
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NLV	NLV	6.70E+06	2.50E+06	NA	<400		<380	<350	<300	<370	<360	<400	<350	<350	<300	<330
Zinc (B)	7440-66-6	47,000	2.40E+05	(G)	NLV	NLV	ID	1.70E+08	NA	87,000		37,000	38,000	38,000	51,000	87,000	29,000	22,000	42,000	27,000	17,000
Polychlorinated Biphenyls (PCBs, µg/kg)																					
PCB, Aroclor 1242	53469-21-9	NA	NA	NA	NA	NA	NA	NA	NA	590		<330	<330	<330	<330	<330	<330	<330	NS	NS	<330
PCB, Aroclor 1260	11056-82-5	NA	NA	NA	NA	NA	NA	NA	NA	720		<330	<330	<330	<330	<330	<330	<330	NS	NS	<330
PCBs (L,T)	1336-36-3	NA	NLL	NLL	3.00E+06	2.40E+05	3.20E+06	4,000 (T)	NA	1,310		<330	<330	<330	<330	<330	<330	<330	NS	NS	<330
Remaining PCBs	-	-	-	-	-	-	-	-	-	NS/BDL		BDL	BDL	BDL	BDL	BDL	BDL	BDL	NS	NS	BDL
Polynuclear Aromatic Hydrocarbons (PAHs, µg/kg)																					
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	860		<330	<330	860	<330	580	<330	<330	<330	<330	<330
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	NLV	NLV	1.50E+06	2,000	NA	750		<330	<330	750	<330	440	<330	<330	<330	<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	ID	ID	ID	20,000	NA	1,000		<330	<330	1,000	<330	700	<330	<330	<330	<330	<330
Benzo(k)fluoranthene (Q)	191-24-2	NA	NLL	NLL	NLV	NLV	8.00E+08	2.50E+06	NA	430		<330	<330	430	<330	<330	<330	<330	<330	<330	<330
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	NLV	NLV	ID	2.00E+05	NA	530		<330	<330	530	<330	<330	<330	<330	<330	<330	<330
Chrysene (Q)	218-01-9	NA	NLL	NLL	ID	ID	ID	2.00E+06	NA	970		<330	<330	970	<330	610	<330	<330	<330	<330	<330
Fluoranthene	206-44-0	NA	7.30E+05	5,500	1.0E+9 (D)	7.40E+08	9.30E+09	4.60E+07	NA	2,100		<330	<330	2,100	<330	1,700	<330	<330	<330	<330	<330
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	770		<330	<330	770	<330	<330	<330	<330	<330	<330	<330
Phenanthrene	85-01-8	NA	56,000	2,100	2.80E+06	1.60E+05	6.70E+06	1.60E+06	NA	720		<330	<330	720	<330	540	<330	<330	<330	<330	<330
Pyrene	129-00-0	NA	4.80E+05	ID	1.0E+9 (D)	6.50E+08	6.70E+09	2.90E+07	NA	1,800		<330	<330	1,800	<330	1,300	<330	<330	<330	<330	<330
Remaining PAHs	-	-	-	-	-	-	-	-	-	BDL		BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Volatile Organic Compounds (VOCs, µg/kg)																					
Dibromochloropropane	96-12-8	NA	10 (M); 4.0	ID	220	260	5.60E+05	4,400 (C)	1,200	<150		<130	<130	<110	<140	<95	<140	<150	<140	<90	<69
Ethylene dibromide	106-93-4	NA	20 (M); 1.0	110 (X)	670	1,700	1.40E+07	92	8.90E+05	<44		<38	<38	<32	<41	<28	<41	<44	<42	<27	<21
1,2-Dichloroethane (I)	107-06-2	NA	100	7,200 (X)	2,100	6,200	1.20E+08	91,000	1.20E+06	<150		<130	<130	<110	<140	<95	<140	<150	<140	<90	<69
Acrylonitrile (I)	107-13-1	NA	100 (M); 52	100 (M); 48	6,600	5,000	4.60E+07	16,000	8.30E+06	<150		<130	<130	<110	<140	<100	<140	<150	<140	<100	<100
Bromomethane	74-83-9	NA	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+06	<200		<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
1,2-Dichloroethylene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	2.30E+09	2.5E+6 (C)	6.40E+05	270		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Methylene chloride	75-09-2	NA	100	30,000 (X)	45,000	2.10E+05	1.30E+06	2.30E+06	88,000	55		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Tetrachloroethylene	127-18-4	NA	100	1,200 (X)	11,000	1.70E+05	2.70E+09	2.0E+5 (C)	88,000	370		<320	<320	<270	<340	<240	<350	<370	<350	<230	<170
Trichloroethylene	79-01-6	NA	100	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (DD)	5.00E+05	1,000		<50	<50	<50	<50	<50	<50	86	<50	<50	<50
Vinyl chloride	75-01-4	NA	40	260 (X)	270	4,200	3.50E+08	3,800	4.90E+05	<44		<40	<40	<40	<41	<40	<41	<44	<42	<40	<40
Remaining VOCs	-	-	-	-	-	-	-	-	-	BDL		BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

* - Sample collected from native material

Table 1: Summary of Soil Analytical Results
12350 E. Nine Mile Road
Warren, Michigan
AKT Peerless Project No. 17495F3-3-26

Parameters*	Chemical Abstract Service Number	Statewide Default Background Levels	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Residential Soil Volatilization to Indoor Air Inhalation Criteria	Residential Infinite Source Volatile Soil Inhalation Criteria	Residential Particulate Soil Inhalation Criteria	Residential Direct Contact Criteria	Soil Saturation Concentration Screening Levels	Maximum Concentration Detected	Sample Location Collection Date	AKT-9	AKT-10	AKT-11	AKT-12	AKT-13	AKT-14	AKT-15	AKT-16	AKT-17	AKT-18
* (Refer to detailed laboratory report for method reference data)												Depth	(1-3')	(1-3')	(1-3')	(0.5-2')	(0.5-2')	(1-3')	(1-3')	(0.5-2')	(1-3')
Metals (µg/g)																					
Arsenic (B)	7440-38-2	5,800	4,600	4,600	NLV	NLV	7.20E+05	7,600	NA	12,000		2,200	<2,000	8,200	3,900	3,800	2,400	3,700	2,100	3,400	4,100
Barium (B)	7440-39-3	75,000	1.30E+06	(G)	NLV	NLV	3.30E+08	3.70E+07	NA	260,000		21,000	15,000	55,000	50,000	65,000	24,000	64,000	36,000	72,000	140,000
Cadmium (B)	7440-43-9	1,200	6,000	(G,X)	NLV	NLV	1.70E+06	5.50E+05	NA	530		<200	<200	<200	<200	270	<200	<200	210	380	<200
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	290,000		5,600*	6,800*	14,000*	14,000*	12,000*	7,300*	15,000*	8,300*	14,000*	13,000*
Chromium III (B,H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	3.30E+08	7.90E+08	NA	290,000		NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
Chromium VI	18540-29-9	NA	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	<2,000		NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
Copper (B)	7440-50-8	32,000	5.80E+06	(G)	NLV	NLV	1.30E+08	2.00E+07	NA	320,000		2,600	2,800	14,000	8,900	11,000	4,000	14,000	6,000	14,000	15,000
Lead (B)	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA	450,000		<10,000	<10,000	10,000	12,000	16,000	18,000	15,000	13,000	15,000	14,000
Lead, Coarse Fraction	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA	450,000		NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
Lead, Fine Fraction	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA	450,000		NS	NS	NS	NS	NS	NS	NS	NS	NS	NS
Mercury, Total	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	2.00E+07	1.60E+05	NA	59		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	1.30E+08	2.60E+06	NA	7,500		2,100	2,000	1,000	720	530	1,400	560	380	870	<300
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NLV	NLV	6.70E+06	2.50E+06	NA	<400		<350	<360	<360	<370	<370	<330	<360	<350	<340	<300
Zinc (B)	7440-66-6	47,000	2.40E+06	(G)	NLV	NLV	ID	1.70E+08	NA	87,000		8,200	8,800	36,000	35,000	45,000	21,000	44,000	28,000	50,000	39,000
Polychlorinated Biphenyls (PCBs, µg/g)																					
PCB, Aroclor 1242	53469-21-9	NA	NA	NA	NA	NA	NA	NA	NA	590		NS	NS	NS	<330	NS	NS	NS	<330	NS	<330
PCB, Aroclor 1260	11096-82-5	NA	NA	NA	NA	NA	NA	NA	NA	720		NS	NS	NS	<330	NS	NS	NS	<330	NS	<330
PCBs (L,T)	1336-36-3	NA	NLL	NLL	3.00E+06	2.40E+05	5.20E+06	4,000 (T)	NA	1,310		NS	NS	NS	<330	NS	NS	NS	<330	NS	<330
Remaining PCBs	-	-	-	-	-	-	-	-	-	NS/BDL		NS	NS	NS	BDL	NS	NS	NS	BDL	NS	BDL
Polynuclear Aromatic Hydrocarbons (PAHs, µg/g)																					
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	860		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	NLV	NLV	1.50E+06	2,000	NA	750		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	ID	ID	ID	20,000	NA	1,000		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(k)fluoranthene (Q)	191-24-2	NA	NLL	NLL	NLV	NLV	8.00E+06	2.50E+06	NA	430		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Chrysene (Q)	207-08-9	NA	NLL	NLL	NLV	NLV	ID	2.00E+05	NA	530		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Fluoranthene	218-01-9	NA	NLL	NLL	ID	ID	ID	2.00E+06	NA	970		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Indeno(1,2,3-cd)pyrene (Q)	206-44-0	NA	7.30E+05	5,500	1.0E+9 (D)	7.40E+08	9.30E+09	4.60E+07	NA	2,100		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Phenanthrene	193-39-5	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	770		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Pyrene	85-01-8	NA	56,000	2,100	2.80E+06	1.60E+05	6.70E+06	1.60E+06	NA	720		<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Remaining PAHs	129-00-0	NA	4.80E+05	ID	1.0E+9 (D)	6.50E+08	6.70E+09	2.90E+07	NA	1,800		BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Volatile Organic Compounds (VOCs, µg/g)																					
Dibromochloropropane	96-12-8	NA	10 (M); 4.0	ID	220	260	5.60E+05	4,400 (C)	1,200	<150		<98	<100	<91	<110	<140	<95	<140	<140	<110	<100
Ethylene dibromide	106-93-4	NA	20 (M); 1.0	110 (X)	670	1,700	1.40E+07	92	8.50E+05	<44		<29	<31	<27	<33	<43	<29	<42	<42	<32	<30
1,2-Dichloroethane (I)	107-06-2	NA	100	7,200 (X)	2,100	6,200	1.20E+08	91,000	1.20E+06	<150		<98	<100	<91	<110	<140	<95	<140	<140	<110	<100
Acrylonitrile (I)	107-13-1	NA	100 (M); 52	100 (M); 40	6,600	5,000	4.60E+07	16,000	8.30E+06	<150		<100	<100	<100	<110	<140	<100	<140	<140	<110	<100
Bromomethane	74-83-9	NA	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+06	<200		<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
cis-1,2-Dichloroethylene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	2.30E+09	2.5E+6 (C)	6.40E+05	270		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Methylene chloride	75-09-2	NA	100	30,000 (X)	45,000	7.10E+05	6.60E+09	1.90E+06	2.30E+06	<370		<250	<260	<230	<270	<360	<240	<350	<350	<270	<250
Tetrachloroethylene	127-18-4	NA	100	1,200 (X)	11,000	1.70E+05	2.70E+09	2.0E+5 (C)	88,000	55		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Trichloroethylene	79-01-6	NA	200	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (D)	5.00E+05	1,000		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Vinyl Chloride	75-01-4	NA	40	260 (X)	270	4,200	3.50E+08	3,800	4.90E+05	<44		<40	<40	<40	<40	<43	<40	<42	<42	<40	<40
Remaining VOCs	-	-	-	-	-	-	-	-	-	BDL		BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

* - Sample collected from native material

Table 1: Summary of Soil Analytical Results
12350 E. Nine Mile Road
Warren, Michigan
AKT Peerless Project No. 17495F3-26

Parameters*	Chemical Abstract Service Number	Statewide Default Background Levels	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Residential Soil Volatilization to Indoor Air Inhalation Criteria	Residential Infinite Source Volatile Soil Inhalation Criteria	Residential Particulate Soil Inhalation Criteria	Residential Direct Contact Criteria	Soil Saturation Concentration Screening Levels	Maximum Concentration Detected	Sample Location	AKT-19	AKT-20	AKT-21	AKT-22	AKT-23	AKT-24	TF
											Collection Date	1/6/23	1/6/23	1/6/23	1/6/23	1/6/23	1/6/23	1/6/23
											Depth	(1-2')	(1-2')	(1-2')	(1-2')	(1-2')	(6-8')	(3-5)
Metals (µg/kg)																		
Arsenic (B)	7440-38-2	5,800	4,600	4,600	NLV	NLV	7.20E+05	7,600	NA	12,000		4,300	3,100	3,000	2,500	NS	NS	NS
Barium (B)	7440-39-3	75,000	1.30E+06	(G)	NLV	NLV	3.30E+08	3.70E+07	NA	260,000		85,000	94,000	79,000	26,000	NS	NS	NS
Cadmium (B)	7440-43-9	1,200	6,000	(G,X)	NLV	NLV	1.70E+06	5.50E+05	NA	530		<200	250	300	260	NS	NS	NS
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	290,000		17,000*	15,000*	14,000*	7,300*	NS	NS	NS
Chromium III (B,H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	3.30E+08	7.90E+08	NA	290,000		NS	NS	NS	NS	NS	NS	NS
Chromium VI	18540-29-9	NA	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	<2,000		NS	NS	NS	NS	NS	NS	NS
Copper (B)	7440-50-8	32,000	5.80E+06	(G)	NLV	NLV	1.30E+08	2.00E+07	NA	320,000		12,000	17,000	14,000	6,100	NS	NS	NS
Lead (B)	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA	450,000		11,000	16,000	17,000	<10,000	NS	NS	NS
Lead, Total (Calculated)	7439-92-1, CaIC	21,000	7.00E+05	(G,X)	NLV	NLV	NA	NA	NA	670,000		NS	NS	NS	NS	NS	NS	NS
Lead, Coarse Fraction	PB COARSE	21,000	NA	NA	NLV	NLV	NA	4.00E+05	NA	820,000		NS	NS	NS	NS	NS	NS	NS
Lead, Fine Fraction	PB FINE	21,000	NA	NA	NLV	NLV	1.00E+08	4.00E+05	NA	420,000		NS	NS	NS	NS	NS	NS	NS
Mercury, Total	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	2.00E+07	1.60E+05	NA	59		<50	<50	<50	<50	NS	NS	NS
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	1.30E+08	2.60E+06	NA	2,500		530	600	650	300	NS	NS	NS
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NLV	NLV	6.70E+06	2.50E+06	NA	<400		<310	<370	<360	<290	NS	NS	NS
Zinc (B)	7440-66-6	47,000	2.40E+06	(G)	NLV	NLV	ID	1.70E+08	NA	87,000		57,000	41,000	46,000	21,000	NS	NS	NS
Polychlorinated Biphenyls (PCBs, µg/kg)																		
PCB, Aroclor 1242	53469-21-9	NA	NA	NA	NA	NA	NA	NA	NA	590		NS	<330	<330	NS	NS	NS	590
PCB, Aroclor 1260	11096-82-5	NA	NA	NA	NA	NA	NA	NA	NA	720		NS	<330	<330	NS	NS	NS	720
PCBs (Σ7)	1336-36-3	NA	NLL	NLL	3.00E+06	2.40E+05	5.20E+06	4,000 (T)	NA	1,310		NS	<330	<330	NS	NS	NS	1,310
Remaining PCBs										NS/BDL		NS	BDL	BDL	NS	NS	NS	BDL
Polynuclear Aromatic Hydrocarbons (PAHs, µg/kg)																		
Benzo(a)anthracene (Q)	56-55-3	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	860		<330	<330	<330	<330	<330	<330	NS
Benzo(a)pyrene (Q)	50-32-8	NA	NLL	NLL	NLV	NLV	1.50E+06	2,000	NA	750		<330	<330	<330	<330	<330	<330	NS
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	ID	ID	ID	20,000	NA	1,000		<330	<330	<330	<330	<330	<330	NS
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	NLV	NLV	8.00E+08	2.50E+06	NA	430		<330	<330	<330	<330	<330	<330	NS
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	NLV	NLV	ID	2.00E+05	NA	530		<330	<330	<330	<330	<330	<330	NS
Chrysene (Q)	218-01-9	NA	NLL	NLL	ID	ID	ID	2.00E+05	NA	970		<330	<330	<330	<330	<330	<330	NS
Fluoranthene	206-44-0	NA	7.30E+05	5,500	1.0E+9 (D)	7.40E+08	9.30E+09	4.60E+07	NA	2,100		<330	<330	<330	<330	<330	<330	NS
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	770		<330	<330	<330	<330	<330	<330	NS
Phenanthrene	85-01-6	NA	56,000	2,100	2.80E+06	1.60E+05	6.70E+06	1.60E+06	NA	720		<330	<330	<330	<330	<330	<330	NS
Pyrene	129-00-0	NA	4.80E+05	ID	1.0E+9 (D)	6.50E+08	6.70E+09	2.90E+07	NA	1,800		<330	<330	<330	<330	<330	<330	NS
Remaining PAHs										BDL		BDL	BDL	BDL	BDL	BDL	BDL	NS
Volatile Organic Compounds (VOCs, µg/kg)																		
Dibromochloropropane	96-12-8	NA	10 (M); 4.0	ID	220	260	5.60E+05	4,400 (C)	1,200	<150		<120	<78	<110	<120	<110	<100	<140
Ethylene dibromide	106-93-4	NA	20 (M); 1.0	110 (X)	670	1,700	1.40E+07	92	8.90E+05	<44		<95	<24	<94	<97	<92	<90	<43
1,2-Dichloroethane (I)	107-06-2	NA	100	7,200 (X)	2,100	6,200	1.20E+08	91,000	1.20E+06	<150		<120	<78	<110	<120	<110	<100	<140
Acrylonitrile (I)	107-13-1	NA	100 (M); 52	100 (M); 40	6,600	5,800	4.60E+07	15,000	8.30E+06	<150		<120	<100	<110	<120	<110	<100	<140
Bromomethane	74-83-9	NA	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+05	<200		<200	<200	<200	<200	<200	<200	NS
cis-1,2-Dichloroethylene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	2.30E+09	2.5E+6 (C)	6.40E+05	270		<50	<50	<50	<50	<50	<50	NS
Methylene chloride	75-09-2	NA	100	30,000 (X)	45,000	2.10E+05	2.70E+09	1.30E+06	2.30E+06	<370		<290	<200	<290	<310	<270	<250	<360
Tetrachloroethylene	127-18-4	NA	100	1,200 (X)	11,000	1.70E+05	2.00E+09	1.1E+5 (D)	88,000	55		<50	<50	<50	<50	<50	<50	NS
Trichloroethylene	79-01-6	NA	100	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (D)	5,00E+05	1,000		<50	<50	<50	<50	<50	<50	NS
Vinyl chloride	75-01-4	NA	40	260 (X)	270	4,200	3.50E+08	3,800	4.90E+05	<44		<40	<40	<40	<40	<40	<40	<43
Remaining VOCs										BDL		BDL	BDL	BDL	BDL	BDL	BDL	BDL

* - Sample collected from native material

Table 2: Summary of Groundwater Analytical Results
12350 E. Nine Mile Road
Warren, Michigan
AKT Peerless Project No. 17495F3-3-26

Parameters*	Chemical Abstract Service Number	Residential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Residential Groundwater Volatilization to Indoor Air Inhalation Criteria	Water Solubility	Flammability and Explosivity Screening Level	Maximum Concentration Detected	Sample Location	AKT-18W
*(Refer to detailed laboratory report for method reference data)								Collection Date	1/6/23
								Screen Depth	(4-9')
Metals (µg/L)									
Arsenic	7440-38-2	10 (A)	10	NLV	NA	ID	6.6		6.6
Barium (B)	7440-39-3	2,000 (A)	(G)	NLV	NA	ID	450		450
Cadmium (B)	7440-43-9	5.0 (A)	(G,X)	NLV	NA	ID	<2		<2
Chromium, Total	7440-47-3	100 (A)	11	NLV	NA	ID	<10		<10
Copper (B)	7440-50-8	1,000 (E)	(G)	NLV	NA	ID	<5		<5
Lead (B)	7439-92-1	4.0 (L)	(G,X)	NLV	NA	ID	<5		<5
Mercury, Total	7439-97-6	2.0 (A)	0.0013	56 (S)	56	ID	<0.2		<0.2
Selenium (B)	7782-49-2	50 (A)	5	NLV	NA	ID	<5		<5
Silver (B)	7440-22-4	34	0.2 (M); 0.06	NLV	NA	ID	<5		<5
Zinc (B)	7440-66-6	2,400	(G)	NLV	NA	ID	<50		<50
Polynuclear Aromatic Hydrocarbons (PNAs, µg/L)									
2-Methylnaphthalene	91-57-6	260	19	25,000 (S)	24,600	ID	5.4		5.4
Acenaphthene	83-32-9	1,300	38	4,200 (S)	4,240	ID	5.6		5.6
Acenaphthylene	208-96-8	52	ID	3,900 (S)	3,930	ID	9.9		9.9
Anthracene	120-12-7	43 (S)	ID	43 (S)	43.4	ID	23		23
Benzo(a)anthracene (Q)	56-55-3	2.1	ID	NLV	9.4	ID	96		96
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	ID	NLV	1.62	ID	140		140
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	ID	ID	1.5	ID	270		270
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.16 (S)	ID	NLV	0.26	ID	33		33
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	NA	NLV	0.8	ID	45		45
Chrysene (Q)	218-01-9	1.6 (S)	ID	ID	1.6	ID	140		140
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	ID	NLV	2.49	ID	8.2		8.2
Fluoranthene	206-44-0	210 (S)	1.6	210 (S)	206	ID	160		160
Fluorene	86-73-7	880	12	2,000 (S)	1,980	ID	9.1		9.1
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	ID	NLV	0.022	ID	60		60
Naphthalene	91-20-3	520	11	31,000 (S)	31,000	NA	7.7		7.7
Phenanthrene	85-01-8	52	2.0 (M); 1.7	1,000 (S)	1,000	ID	81		81
Pyrene	129-00-0	140 (S)	ID	140 (S)	135	ID	150		150
Remaining PNAs	-	-	-	-	-	-	BDL		BDL
Volatile Organic Compounds (VOCs, µg/L)									
1,1,2,2-Tetrachloroethane	79-34-5	8.5	78 (X)	12,000	2.97E+06	ID	<10		<10
1,1,2-Trichloroethane (I)	79-00-5	5.0 (A)	330 (X)	17,000	4.42E+06	NA	<10		<10
1,1-Dichloroethylene (I)	75-35-4	7.0 (A)	130	200	2.25E+06	97,000	<10		<10
Dibromochloropropane	96-12-8	0.2 (A)	ID	230	1,230	NA	<10		<10
Ethylene dibromide	106-93-4	0.05 (A)	5.7 (X)	2,400	4.20E+06	ID	<10		<10
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	360 (X)	9,600	8.52E+06	2,50E+06	<10		<10
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	230 (X)	16,000	2.80E+06	5.50E+05	<10		<10
1,3-Dichlorobenzene	541-73-1	6.6	28	18,000	1.11E+05	ID	<10		<10
Acrylonitrile (I)	107-13-1	2.6	2.0 (M); 1.2	34,000	7.50E+07	6.40E+06	<10		<10
Benzene (I)	71-43-2	5.0 (A)	200 (X)	5,600	1.75E+06	68,000	<10		<10
Carbon tetrachloride	56-23-5	5.0 (A)	45 (X)	370	7.93E+05	ID	<10		<10
Hexachloroethane	67-72-1	7.3	6.7 (X)	27,000	50,000	ID	<10		<10
Methylene chloride	75-09-2	5.0 (A)	1,500 (X)	2.20E+05	1.70E+07	ID	<50		<50
Trichloroethylene	79-01-6	5.0 (A)	200 (X)	2,200	1.10E+08	ID	<10		<10
Vinyl chloride	75-01-4	2.0 (A)	13 (X)	1,100	2.76E+08	33,000	<10		<10
Remaining VOCs	-	-	-	-	-	-	BDL		BDL

R 299.49 FOOTNOTES FOR GENERIC CLEANUP CRITERIA TABLES
Cleanup Criteria Requirements for Response Activity (formerly the Part 201 Generic Cleanup Criteria and Screening Levels)
(as last revised by EGLE on December 21, 2020)

- (A) Criterion is the state of Michigan drinking water standard established pursuant to Section 5 of 1976 PA 399, MCL 325.1005.
- (B) Background, as defined in R 299.1(b), may be substituted if higher than the calculated cleanup criterion. Background levels may be less than criteria for some inorganic compounds.
- (C) The criterion developed under R 299.20 to R 299.26 exceeds the chemical-specific soil saturation screening level (Csat). The person proposing or implementing response activity shall document whether additional response activity is required to control free-phase liquids or NAPL to protect against risks associated with free-phase liquids by using methods appropriate for the free-phase liquids present. Development of a site-specific Csat or methods presented in R 299.22, R 299.24(5), and R 299.26(8) may be conducted for the relevant exposure pathways.
- (D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.0E+9 parts per billion (ppb).
- (E) Criterion is the aesthetic drinking water value, as required by Section 20120a(5) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A notice of aesthetic impact may be employed as an institutional control mechanism if groundwater concentrations exceed the aesthetic drinking water criterion, but do not exceed the applicable health-based drinking water value as provided in the table in Footnote (E) in R 299.49).
- (F) Criterion is based on adverse impacts to plant life and phytotoxicity.
- (G) Groundwater surface water interface (GSI) criterion depends on the pH or water hardness, or both, of the receiving surface water. The final chronic value (FCV) for the protection of aquatic life shall be calculated based on the pH or hardness of the receiving surface water. Where water hardness exceeds 400 mg CaCO₃/L, use 400 mg CaCO₃/L for the FCV calculation. The FCV formula provides values in units of ug/L or ppb. The generic GSI criterion is the lesser of the calculated FCV, the wildlife value (WV), and the surface water human non-drinking water value (HNDV). The soil GSI protection criteria for these hazardous substances are the greater of the 20 times the GSI criterion or the GSI soil-water partition values using the GSI criteria developed with the procedure described in this footnote [See table in Footnote (G) in R 299.49].
- (H) Valence-specific chromium data (Cr III and Cr VI) shall be compared to the corresponding valence-specific cleanup criteria. If both Cr III and Cr VI are present in groundwater, the total concentration of both cannot exceed the drinking water criterion of 100 ug/L. If analytical data are provided for total chromium only, they shall be compared to the cleanup criteria for Cr VI. Cr III soil cleanup criterion for protection of drinking water can only be used at sites where groundwater is prevented from being used as a public water supply, currently and in the future, through an approved land or resource use restriction.
- (I) Hazardous substance may exhibit the characteristic of ignitability as defined in 40 C.F.R. §261.21 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations shall be added together for comparison to criteria.
- (K) Hazardous substance may be flammable or explosive, or both.
- (L) Criteria for lead are derived using a biologically based model, as allowed for under Section 20120a(9) of the NREPA, and are not calculated using the algorithms and assumptions specified in pathway-specific rules. The generic residential drinking water criterion of 4 ug/L is linked to the generic residential soil direct contact criterion of 400 mg/kg. A higher concentration in the drinking water, up to the state action level of 15 ug/L, may be allowed as a site-specific remedy and still allow for drinking water use, under Section 20120a(2) of the NREPA if soil concentrations are appropriately lower than 400 mg/kg. If a site-specific criterion is approved based on this subdivision, a notice shall be filed on the deed for all property where the groundwater concentrations will exceed 4 ug/L to provide notice of the potential for unacceptable risk if soil or groundwater concentrations increase. Acceptable concentrations of site-specific soil and drinking water concentrations are presented in the [See table in Footnote (L) in R 299.49].
- (M) Calculated criterion is below the analytical target detection limit; therefore, the criterion defaults to the target detection limit.
- (N) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonia-N, nitrite-N, nitrate-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soil concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 ug/kg.
- (O) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonia-N, nitrite-N, nitrate-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soil concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 ug/kg.
- (P) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonia-N, nitrite-N, nitrate-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soil concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 ug/kg.
- (Q) Criteria for carcinogenic polycyclic aromatic hydrocarbons were developed using relative potential potencies to benzo(a)pyrene.
- (R) Hazardous substance may exhibit the characteristic of reactivity as defined in 40 C.F.R. §261.23 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (S) Criterion defaults to the hazardous substance-specific water solubility limit.
- (T) Refer to the federal Toxic Substances Control Act (TSCA), 40 C.F.R. §761, subpart D and 40 C.F.R. §761, Subpart G, to determine the applicability of TSCA cleanup standards. Subpart D and subpart G of 40 C.F.R. §761 (July 1, 2001) are adopted by reference in these rules. Alternatives to compliance with the TSCA standards listed below are possible under 40 C.F.R. §761 Subpart D. New releases may be subject to the standards identified in 40 C.F.R. §761, Subpart G. Use Part 201 soil direct contact cleanup criteria in the following table if TSCA standards are not applicable. [See table in Footnote (T) in R 299.49].
- (U) Hazardous substance may exhibit the characteristic of corrosivity as defined in 40 C.F.R. §261.22 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (V) Criterion is the aesthetic drinking water value as required by Section 20120a(5) of the NREPA. Concentrations up to 200 ug/L may be acceptable, and still allow for drinking water use, as part of a site-specific cleanup under Section 20120a(2) and 20120b of the NREPA.
- (W) Concentrations of trihalomethanes in groundwater shall be added together to determine compliance with the Michigan drinking water standard of 80 ug/L. Concentrations of trihalomethanes in soil shall be added together to determine compliance with the drinking water protection criterion of 1,600 ug/kg.
- (X) The GSI criterion shown in the generic cleanup criteria tables is not protective for surface water that is used as a drinking water source. For a groundwater discharge to the Great Lakes and their connecting waters or discharge in close proximity to a water supply intake in inland surface waters, the generic GSI criterion shall be the surface water human drinking water value (HDV) listed in the table in Footnote (X) in R 299.49, except for those HDV indicated with an asterisk. For HDV with an asterisk, the generic GSI criterion shall be the lowest of the HDV, the WV, and the calculated FCV. See formulas in the table in Footnote (G) in R 299.49). Soil protection criteria based on the HDV shall be as listed in the table in Footnote (X) in R 299.49, except for those values with an asterisk. Soil GSI protection criteria for compounds with an asterisk shall be the greater of 20 times the GSI criterion or the GSI soil-water partition values using the GSI criteria developed with the procedure described in this footnote.
- (Y) Source size modifiers shown in the [See table in Footnote (Y) in R 299.49] shall be used to determine soil inhalation criteria for ambient air when the source size is not one-half acre. The modifier shall be multiplied by the generic soil inhalation criteria shown in the table of generic cleanup criteria to determine the applicable criterion. See Footnote (C) [in R 299.49].
- (Z) Mercury is typically measured as total mercury. The generic cleanup criteria, however, are based on data for different species of mercury. Specifically, data for elemental mercury, chemical abstract service (CAS) number 7439976, serve as the basis for the soil volatilization to indoor air criteria, groundwater volatilization to indoor air, and soil inhalation criteria. Data for methyl mercury, CAS number 22967926, serve as the basis for the GSI criterion; and data for mercuric chloride, CAS number 7487947, serve as the basis for the drinking water, groundwater contact, soil direct contact, and the groundwater protection criteria. Comparison to criteria shall be based on species-specific analytical data only if sufficient facility characterization has been conducted to rule out the presence of other species of mercury.
- (AA) Use 10,000 ug/L where groundwater enters a structure through the use of a water well, sump or other device. Use 28,000 ug/L for all other uses.
- (BB) The state drinking water standard for asbestos (fibers greater than 10 micrometers in length) is in units of a million fibers per liter of water (MFL). Soil concentrations of asbestos are determined by polarized light microscopy.
- (CC) **Groundwater:** The generic GSI criteria are based on the toxicity of unionized ammonia (NH₃); the criteria are 29 ug/L and 53 ug/L for cold water and warm water surface water, respectively. As a result, the GSI criterion shall be compared to the percent of the total ammonia concentration in the groundwater that will become NH₃ in the surface water. This percent NH₃ is a function of the pH and temperature of the receiving surface water and can be estimated using the [table in Footnote (CC) in R 299.49], taken from Emerson, et al., (Journal of the Fisheries Research Board of Canada, Volume 32(12):2382, 1975). The generic approach for estimating NH₃ assumes a default pH of 8 and default temperatures of 68 °F and 85 °F for cold water and warm water surface water, respectively. The resulting NH₃ is 3.8 percent and 7.2 percent for cold water and warm water, respectively. This default percentage shall be multiplied by the total ammonia-nitrogen (NH₃-N) concentration in the groundwater and the resulting NH₃ concentration compared to the applicable GSI criterion. As an alternative, the maximum pH and temperature data from the specific receiving surface water can be used to estimate, from the [table in Footnote (CC) in R 299.49], a lower percent unionized ammonia concentration for comparison to the generic GSI.
- Soil:** The generic soil GSI protection criteria for unionized ammonia are 580 ug/kg and 1,100 ug/kg for cold water and warm water surface water, respectively.
- (DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure. Nonresidential direct contact criteria are protective for a pregnant adult receptor.
- (EE) The [values listed in the table in Footnote (EE) in R 299.49] are applicable generic GSI criteria as required by Section 20120e of the NREPA.
- (FF) The chloride GSI criterion shall be 125 mg/L when the discharge is to surface waters of the state designated as public water supply sources or 50 mg/L when the discharge is to the Great Lakes or connecting waters. Chloride GSI criteria shall not apply for surface waters of the state that are not designated as a public water supply source, however, the total dissolved solids criterion is applicable.
- (GG) Risk-based criteria are not available for methane due to insufficient toxicity data. An acceptable soil gas concentration (presented for both residential and nonresidential land uses) was derived utilizing 25 percent of the lower explosive level for methane. This equates to 1.25 percent or 8.4E+6 ug/m³.
- (HH) The residential criterion for sodium is 230,000 ug/L in accordance with the Sodium Advisory Council recommendation and revised Groundwater Discharge Standards.
- (II) The residential drinking water criterion for 1,4-dioxane is not calculated using the equations of R 299.10 or the toxicological and chemical-physical data as shown in Table 4 of R 299.50. The drinking water criterion is calculated using the United States Environmental Protection Agency's (U.S. EPA) "Toxicological Review of 1,4-Dioxane" EPA/635/R-11/003F, September 2013, and the department's residential exposure algorithms to protect both children and adults from unsafe levels of the chemical.
- ID Insufficient data to develop criterion.
- NA A criterion or value is not available or, in the case of background and CAS numbers, not applicable.
- NLL Hazardous substance is not likely to leach under most soil conditions.
- NLV Hazardous substance is not likely to volatilize under most conditions.
- ug/kg Micrograms per kilogram
- ug/L Micrograms per liter
- NS Not sampled
- BDL Below Laboratory Method Detection Limits
- BOLD** Exceeds highlighted criteria.

Attachment F

Asbestos Survey Summary Results



HOMOGENEOUS AREA SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
1	0"-2" Pipe Insulation	Throughout	TSI	5,450 LF	Friable
2	2"-4" Pipe Insulation	Throughout	TSI	10,000 LF	Friable
3	>4" Pipe Insulation	Throughout	TSI	2,200 LF	Friable
4	0"-2" Pipe Fittings	Throughout	TSI	370	Friable
5	2"-4" Pipe Fittings	Throughout	TSI	390	Friable
6	>4" Pipe Fittings	Throughout	TSI	35	Friable
7	*Fire Door*	Throughout	MM	30	Non Friable
8	Window Glaze (7'x12' Multi Pain Windows)	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18;FS-19;FS-20;FS-21	MM	700 Windows	Friable
9	Drywall	FS-1;FS-23;FS-28;FS-29;FS-30;FS-31;FS-32;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-42;FS-44	SM	5,725 SF	Non Friable
10	*Old Switch Boxes*	FS-2;FS-3;FS-4;FS-6;FS-7;FS-17	MM	15	Non Friable
11	Drywall w/ Joint Compound	FS-22;FS-26;FS-28;FS-30;FS-32;FS-33	SM	1,750 SF	Non Friable
12	Black Coating on Floor	FS-23	MM	50 SF	Non Friable
13	2'x4' Pinhole Ceiling Tile	FS-24;FS-25;FS-28;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-36;FS-37;FS-38;FS-39;FS-41;FS-42;FS-44	MM	5,500 SF	Friable
14	Gray and Tan 9" Floor Tile w/ Mastic	FS-27	MM	100 SF	Non Friable
15	12" Medium Hole Ceiling Tile w/ GP	FS-27;FS-28;FS-29;FS-31;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-42;FS-44	SM	3,600 SF	Non Friable
16	4" Black Cove Base	FS-27	MM	10 SF	Non Friable
17	12" Smooth Ceiling Tile w/ GP	FS-27	SM	15 SF	Non Friable
18	Plaster	FS-27;FS-28;FS-30;FS-33;FS-36;FS-50;FS-51	SM	1,200 SF	Non Friable



HOMOGENEOUS AREA SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
19	Mastic on Flooring FS-1	FS-1	MM	Heavy Mastic Covers >1,000 SF; Residual Spots >10,000 SF	Non Friable
20	Textured Paint	FS-28	SM	350 SF	Friable
21	6" Gray Cove Base	FS-28;FS-32;FS-33;FS-35	MM	120 SF	Non Friable
22	12" Orange Peel Ceiling Tile w/ GP	FS-28	MM	50 SF	Non Friable
23	12" White Marbled Floor Tile	FS-28	MM	350 SF	Non Friable
24	12" Black w/ Gray Specks Floor Tile	FS-29;FS-32;FS-33;FS-48	MM	1,650 SF	Non Friable
25	6" Black Cove Base	FS-29;FS-36;FS-37;FS-38;FS-39;FS-42;FS-43;FS-44;FS-47;FS-48;FS-49;FS-50;FS-51	MM	575 SF	Non Friable
26	Drywall w/ Coating	FS-29;FS-32;FS-34;FS-35;FS-36;FS-42;FS-44;FS-45;FS-47;FS-48;FS-49;FS-50;FS-51	SM	9,500 SF	Non Friable
27	Lined Texture Paint	FS-30;FS-31	SM	1,100 SF	Friable
28	12" Off White Marbled Floor Tile	FS-30	MM	100 SF	Non Friable
29	12" Brown w/ Tan Streaks	FS-30	MM	50 SF	Non Friable
30	Rough Textured 12" Ceiling Tile w/ GP	FS-30	SM	200 SF	Non Friable
31	6" Brown Cove Base	FS-30	MM	125 SF	Non Friable
32	Multi Pain Rectangle Windows Glaze (12' X 4')	FS-31;FS-37;FS-38;FS-44;FS-49;FS-51	MM	7 Windows	Friable
33	Faux Wood Flooring	FS-28;FS-30;FS-31;FS-35;FS-37;FS-38;FS-44;FS-47;FS-50;FS-51	MM	2,560 SF	Non Friable
34	6" Cove Base Tan	FS-31	MM	30 SF	Non Friable



HOMOGENEOUS AREA SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
35	12" Red w/ Streaks Floor Tile	FS-32	MM	40 SF	Non Friable
36	4" Gray Cove Base	FS-32	MM	20 SF	Non Friable
37	Glue On Walls	FS-33	MM	50 SF	Friable
38	Carpet Adhesive and Mastic	FS-34	MM	700 SF	Non Friable
39	9" Tan Floor Tile w/ Mastic	FS-29;FS-36;FS-37;FS-38;FS-39;FS-43;FS-44;FS-45;FS-47;FS-48;FS-49;FS-50;FS-51	MM	3,950 SF	Non Friable
40	Yellow Wood Paneling Adhesive	FS-37;FS-38	MM	1,000 SF	Non Friable
41	Cloth Duct Isolation Joint	FS-40	TSI	8 SF	Non Friable
42	Small Ceramic w/ Grout	FS-39;FS-41	MM	400 SF	Non Friable
43	White Sink Undercoating	FS-42	MM	8 SF (2 Sinks)	Friable
44	12" Brown Mottled Floor Tile	FS-42	MM	200 SF	Non Friable
45	Textured Plaster	FS-43	SM	100 SF	Non Friable
46	12" Gray Mottled Floor Tile	FS-45	MM	200 SF	Non Friable
47	Lower Window Seals	FS-31;FS-37;FS-38;FS-44;FS-49;FS-51	MM	NQ	Non Friable
48	Brick and Mortar	FS-Exterior	MM	NQ	Non Friable
49	Window Glaze (5'x8' Multi Pain Windows)	FS-Exterior	MM	10 Windows	Friable
50	Window Frame Caulk (5'x8' Multi Pain Windows)	FS-Exterior	MM	10 Windows	Friable
51	Door Frame Caulk	FS-Exterior	MM	15 Door Frames	Friable
52	Painted Foam Covering Windows	FS-Exterior	MM	7,000 SF	Friable
53	Block and Mortar	FS-Exterior	MM	NQ	Non Friable



HOMOGENEOUS AREA SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
Warren, Michigan

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
54	Transite Panels	FS-Exterior	MM	15 Panels	Non Friable
55	Exterior Paneling (4'x14')	FS-Exterior	MM	185 Panels	Non Friable
56	Building Caulk (1/2 inch bead)	FS-Exterior	MM	16 LF	Friable
57	*Roofing*	FS-Exterior	MM	200,000 SF	Non Friable

HA= Homogeneous Area
FS = Functional Space
SF= Square Feet
NE = Not Estimated

MM = Miscellaneous Material
SM = Surfacing Material
TSI = Thermal System Insulation
Bold = Asbestos Material

Assumed Materials



FUNCTIONAL SPACE DESIGNATIONS

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12950 E. Nine Mile Road
Warren, Michigan

Functional Space (FS) No.	Description	Functional Space (FS) No.	Description	Functional Space (FS) No.	Description
FS-1	North Wall to A17 Bay	FS-22	Center Work Lab near FS-14	FS-43	Vault/Safe Room
FS-2	M17 to M16 Bay	FS-23	Telephone Room North of FS-22	FS-44	2 Joint Offices East fo FS-43
FS-3	A15 to A16 Bay	FS-24	Womens Room	FS-45	Servor Room
FS-4	M15 to M14 Bay	FS-25	Mens Room	FS-46	Room East fo FS-45
FS-5	A13 to A16 Bay	FS-26	Mechanical Room West of FS-16	FS-47	Short Hall East of FS-46
FS-6	M13 to M12 Bay	FS-27	Server Room North of FS-1	FS-48	North East Corner Joint Office Rooms
FS-7	A11 to A12 Bay	FS-28	Front Lobby	FS-49	East of FS-47
FS-8	Room Surrounding M10	FS-29	East to West Main Hall	FS-50	East of FS-50
FS-9	M11 to M10 Bay	FS-30	Office South of FS-28	FS-Exterior	North,South,East,West side of structures including Mech. Room
FS-10	A9 to A10 Bay	FS-31	Room South of FS-30 Lobby		
FS-11	M8 to M9 Bay	FS-32	Hallway South of FS-31		
FS-12	A7 to A8 Bay	FS-33	Utility Room		
FS-13	M6 to M7 Bay	FS-34	Hall and Office Area Accorss from FS-33		
FS-14	A5 to A6 Bay	FS-35	North Office East of FS-1		
FS-15	M4 to M5 Bay	FS-36	3 Joint Offices across from FS-35		
FS-16	A3 to A4 Bay	FS-37	Room North of 3 Joint Offices		
FS-17	M2 to M3 Bay	FS-38	Room East of FS-37		
FS-18	A1 to A2 Bay	FS-39	Womens Room off Main Hall		
FS-19	I to L1	FS-40	Mechanical Room across from Womens Room		
FS-20	South Walll to G Bay	FS-41	Mens Room		
FS-21	Mechanical Room NW Corner	FS-42	Kitchenette		



LABORATORY RESULTS SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
1	0"-2" Pipe Insulation	1.1	CHR=10%;AMO=5%	Throughout	
		1.2	NA	Throughout	
		1.3	NA	Throughout	
2	2"-4" Pipe Insulation	2.1	CHR=10%;AMO=5%	Throughout	
		2.2		Throughout	
		2.3		Throughout	
3	>4" Pipe Insulation	3.1	CHR=10%;AMO=5%	Throughout	
		3.2		Throughout	
		3.3		Throughout	
4	0"-2" Pipe Fittings	4.1	CHR=10%;AMO=5%	Throughout	
		4.2		Throughout	
		4.3		Throughout	
5	2"-4" Pipe Fittings	5.1	CHR=20%;AMO=5%	Throughout	
		5.2	NA	Throughout	
		5.3	NA	Throughout	
6	>4" Pipe Fittings	6.1	CHR=10%;AMO=10%	Throughout	
		6.2	NA	Throughout	
		6.3	NA	Throughout	
7	*Fire Door *		PACM	Throughout	
8	Window Glaze (7'x12' Multi Pain Windows)	8.1	CHR=5%	FS-1	
		8.2	NA	FS-21	
9	Drywall	9.1	NAD	FS-1	All Layer NAD
		9.2	NAD	FS-31	
		9.3	NAD	FS-44	
10	*Old Switch Boxes*		PACM	Throughout	
11	Drywall w/ Joint Compound	11.1	NAD	FS-22	All Layer NAD
		11.2	NAD	FS-26	
		11.3	NAD	FS-33	
12	Black Coating on Floor	12.1	NAD	FS-23	All Layer NAD
		12.2	NAD	FS-23	
13	2'x4' Pinhole Ceiling Tile	13.1	NAD	FS-24	All Layer NAD
		13.2	NAD	FS-28	



LABORATORY RESULTS SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
14	Gray and Tan 9" Floor Tile w/ Mastic	14.1	FT-CHR=10%;M=NAD	FS-27	
		14.2	FT=NA;M=NAD	FS-27	
15	12" Medium Hole Ceiling Tile w/ GP	15.1	CT=NAD;GP- CHR=1.5%	FS-27	
		15.2	CT=NAD;GP-CHR=NA	FS-44	
		15.3	CT=NAD;GP-CHR=NA	FS-38	
16	4" Black Cove Base w/ Adhesive	16.1	NAD	FS-27	All Layer NAD
		16.2	NAD	FS-27	
17	12" Smooth Ceiling Tile w/ GP	17.1	CT=NAD;GP=1.25%	FS-27	
		17.2	CT=NAD;GP=NA	FS-27	
		17.3	CT=NAD;GP=NA	FS-27	
		17.4	CT=NAD;GP=NA	FS-27	
		17.5	CT=NAD;GP=NA	FS-27	
18	Plaster	18.1	NAD	FS-27	
		18.2	NAD	FS-33	
		18.3	NAD	FS-28	
		18.4	NAD	FS-51	
		18.5	NAD	FS-36	
19	Mastic on Flooring FS-1	19.1	CHR=1.5%	FS-1	
		19.2	NA	FS-1	
20	Textured Paint	20.1	NAD	FS-28	All Layer NAD
		20.2	NAD	FS-28	
		20.3	NAD	FS-28	
21	6" Gray Cove Base	21.1	NAD	FS-28	All Layer NAD
		21.2	NAD	FS-33	
22	12" Orange Peel Ceiling Tile w/ GP	22.3	NAD	FS-28	All Layer NAD
		22.3	NAD	FS-28	
		22.3	NAD	FS-28	
23	12" White Marbled Floor Tile	23.1	NAD	FS-28	All Layer NAD
		23.2	NAD	FS-28	
24	12" Black w/ Gray Specks Floor Tile	24.1	NAD	FS-29	All Layer NAD
		24.2	NAD	FS-48	
25	6" Black Cove Base	25.1	NAD	FS-29	All Layer NAD
		25.2	NAD	FS-51	
26	Drywall w/ Coating	26.1	NAD	FS-29	All Layer NAD
		26.2	NAD	FS-51	



LABORATORY RESULTS SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
27	Lined Texture Paint	27.1	NAD	FS-30	All Layer NAD
		27.2	NAD	FS-31	
28	12" Off White Marbled Floor Tile	28.1	NAD	FS-30	All Layer NAD
		28.2	NAD	FS-30	
29	12" Brown w/ Tan Streaks	29.1	NAD	FS-30	All Layer NAD
		29.2	NAD	FS-30	
30	Rough Textured 12" Ceiling Tile w/ GP	30.1	NAD	FS-30	All Layer NAD
		30.2	NAD	FS-30	
31	6" Brown Cove Base	31.1	NAD	FS-30	All Layer NAD
		31.2	NAD	FS-30	
32	Multi Pain Rectangle Windows Glaze (12' X 4')	32.1	CHR-1.5%	FS-31	
		32.2	NA	FS-49	
33	Faux Wood Flooring	33.1	NAD	FS-28	All Layer NAD
		33.2	NAD	FS-51	
34	6" Cove Base Tan	34.1	NAD	FS-31	All Layer NAD
		34.2	NAD	FS-31	
35	12" Red w/ Streaks Floor Tile	35.1	NAD	FS-32	All Layer NAD
		35.2	NAD	FS-32	
36	4" Gray Cove Base	36.1	NAD	FS-32	All Layer NAD
		36.2	NAD	FS-32	
37	Glue On Walls	37.1	NAD	FS-33	All Layer NAD
		37.2	NAD	FS-33	
38	Carpet Adhesive and Mastic	38.1	CA=NAD;M=1.75%	FS-34	
		38.2	CA=NAD;M=NA	FS-34	
		38.3	CA=NAD;M=NA	FS-34	
		38.4	CA=NAD;M=NA	FS-34	
		38.5	CA=NAD;M=NA	FS-34	
39	9" Tan Floor Tile w/ Mastic	39.1	FT=NAD;M=1.5%	FS-36	
		39.2	FT=NAD;M=NA	FS-48	
40	Yellow Wood Paneling Adhesive	40.1	NAD	FS-37	All Layer NAD
		40.2	NAD	FS-48	
41	Cloth Duct Isolation Joint	41.1	NAD	FS-40	All Layer NAD
		41.2	NAD	FS-40	
42	Small Ceramic w/ Grout	42.1	NAD	FS-39	All Layer NAD
		42.2	NAD	FS-41	
43	White Sink Undercoating	43.1	NAD	FS-42	All Layer NAD
		43.2	NAD	FS-42	



LABORATORY RESULTS SUMMARY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
44	12" Brown Mottled Floor Tile	44.1	NAD	FS-42	All Layer NAD
		44.2	NAD	FS-42	
45	Textured Plaster	45.1	NAD	FS-43	All Layer NAD
		45.2	NAD	FS-43	
46	12" Gray Mottled Floor Tile	46.1	NAD	FS-45	All Layer NAD
		46.2	NAD	FS-45	
47	Lower Window Seals	47.1	NAD	Exterior	All Layer NAD
		47.2	NAD	Exterior	
48	Brick and Mortar	48.1	NAD	Exterior	All Layer NAD
		48.2	NAD	Exterior	
49	Window Glaze (5'x8' Multi Pain Windows)	49.1	NAD	Exterior	All Layer NAD
		49.2	NAD	Exterior	
50	Window Frame Caulk (5'x8' Multi Pain Windows)	50.1	CHR-5%	Exterior	
		50.2	NA	Exterior	
51	Door Frame Caulk	51.1	NAD	Exterior	All Layer NAD
		51.2	NAD	Exterior	
52	Painted Foam Covering Windows	52.1	NAD	Exterior	All Layer NAD
		52.2	NAD	Exterior	
53	Block and Mortar	53.1	NAD	Exterior	All Layer NAD
		53.2	NAD	Exterior	
54	Transite Panels	54.1	CHR-10%	Exterior (Mechanical Room)	
		54.2	NA	Exterior (Mechanical Room)	
55	Exterior Paneling (4'x14')	55.1	NAD	Exterior	
		55.2	NAD	Exterior	
56	Building Caulk (1/2 inch bead)	56.1	NAD	Exterior	
		56.2	NAD	Exterior	
57	*Roofing*	Assumed		Exterior	

SF = Square Feet
 NE = Not Estimated
 PC = Point Count
 BB=Baseboard
 NA = Not Analyzed
 GP=Glue Pod
 Assumed ACM

JC = Joint Compound
 D = Drywall
 PACM = Presumed Asbestos Containing Material
 CHR=Chrysotile Asbestos
 AMO=Amosite Asbestos
 NAD = No Asbestos Detected
 Bold= Positive ACM

Attachment G

Hazardous Materials Inventory



HAZARDOUS MATERIALS INVENTORY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

Item	Item Group	Location	Approximate Quantity
Flourescent Bulbs	Mercury	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-24;FS-25;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-38;FS-39;FS-40;FS-41;FS-42;FS-43;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	2,421
Ballast	PCB	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-24;FS-25;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-38;FS-39;FS-40;FS-41;FS-42;FS-43;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	1,211
Fire Exit Sign w/ Emergency Lighting	Battery	FS-1;FS-4;FS-10;FS-13;FS-17;FS-21;FS-29;FS-32	15
Dry Transformer		FS-1;FS-2;FS-3;FS-4;FS-6;FS-16;FS-17;FS-18;FS-19;FS-26;FS-40	15
Wet Transformer		FS-Exterior	8
Fire Suppression System		FS-3;FS-5;FS-11;FS-12;FS-16;FS-21	6+
Dock Door Motor		FS-1;FS-3;FS-4;FS-6;FS-7;FS-9;FS-13;FS-16;FS-19;FS-20	26
Thermostat	Mercury	FS-1;FS-32;FS-36;FS-38;FS-	5+
Heater w/ Electronics	Misc Electronics	FS-3;FS-18;FS-20	6+
Grease Gun	Chemical	FS-3	1- 120 lb container
Fire Extinguisher	Chemical	FS-1;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18;FS-19;;FS-22;FS-28;FS-29;FS-33;FS-39;FS-Exterior	65
Servor Equipment	Misc Electronics	FS-3;FS-9;FS-12;FS-14;FS-27FS-45	5+
Router	Misc Electronics	FS-6;FS-12	2+
Fire Alarm		FS-2;FS-29	3+
Alarm Panels	Battery	FS-21	4+
Electric Water Heater		FS-22;FS-25;FS-40	3+
Electric Hair Dryers	Misc Electronics	FS-24	2
Large Diesel Generator w/ Batteries	Chemical/Batteries	FS-26	1
Anti-Freeze	Chemical	FS-26	1 -1 Gallon Container
Liquid Stripper	Chemical	FS-33;	1 -5 Gallon Container
Bio Hazard Container	Possible Haz Conataining	FS-24;FS-25;FS-39;FS-41;	2
Propane Tank	Chemical	FS-26	1- 15 lb container
Engine Oil		Page 1 of 2 FS-26	3- 1 Gallon Containers

HAZARDOUS MATERIALS INVENTORY

CLIENT: Young Supply Company
PROJECT NO: 17495f3 -1- 194
PROJECT: 12350 E. Nine Mile Road
 Warren, Michigan

Item	Item Group	Location	Approximate Quantity
Flourescent Bulbs	Mercury	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-24;FS-25;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-38;FS-39;FS-40;FS-41;FS-42;FS-43;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	2,421
Ballast	PCB	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-24;FS-25;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-38;FS-39;FS-40;FS-41;FS-42;FS-43;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	1,211
Floor Finish	Chemical	FS-28;FS-33	1 - 1 Gallon;1 - 5 Gallon Containers
Water Fountain	Freon	FS-29;FS-32;	4
Thermometer	Mercury	FS-40	2
Old Temperature Gauge		FS-40	1+
Compressores w/ Oil on Balancer	Oil	FS-40	1
Halide Lamps		FS-43;	3
Halide Bulbs		FS-43;	12+
Oil Paint	Chemical	FS-43;	3+ - 1 Gallon Containers
LED Lights		FS-Exterior	8+
Box Lights		FS-Exterior	18+
Security Camera	Battery	FS-Exterior	5+
Above Groud Diesel Storage Tank		FS-Exterior (East Side of Structure)	1-approx. 550 Gallon Tank
Dock Door Hydraulics	Hydraulic Oil	FS-Exterior (North and South Sides of Structure)	19+
Switch Magnet		FS-Exterior (East Side of Structure)	1+
Old Circuit Breakers		FS-Exterior (East Side of Structure)	1+
Old Electrical Equipment	Misc Electronics	FS-Exterior (East Side of Structure)	4+
Satellite	Misc Electronics	FS-Exterior	1+
Telephone Equipment	Misc Electronics	FS-27	1
A/C		FS-45	2
Fire Pump Controller		FS-21	1
Vapor Light w/ Ballast	Mercury	FS-21	1
Uknown Liquid	Chemical	FS-33	1 -5 Gallon Container

City of Warren
Brownfield Redevelopment Authority
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 \$750 is required. The applicant will be responsible for any costs to process the application that exceed \$750. Also, if tax increment financing to pay 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 \$750).

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.

Applicant Information

Company Name (Business):	Young Supply Co.
Contact Person and Title:	Anthony Vallan, President
Contact Person Mailing Address:	
Contact Person's Phone Number:	
Contact Person's Fax:	
Contact Person's E-Mail Address:	arvallan@youngsupply.com

Developer Name:	Young Supply Co.
Contact Person and Title of Developer:	Anthony Vallan, President
Developer Mailing Address:	12350 E. Nine Mile Road Warren, MI 48089
Developer Phone Number:	
Contact Person's Fax:	
Developer's E-Mail Address:	arvallan@youngsupply.com

Representative Name:	AKT Peerless
Contact Person and Title of Representative:	Samantha Mariuz, Vice President of Economic Development Services

Representative Mailing Address:	
Representative Phone Number:	
Contact Person's Fax:	
Representative E-Mail Address:	mariuzs@aktpeerless.com

Project Information

Location of Eligible Property:	12350 E. Nine Mile Road, Warren, MI 48089
Current Use of Property:	The subject property is developed with one 210,567 square-foot vacant industrial building. The exterior of the subject property consists of concrete sidewalks, driveways, and parking lots and gravel parking areas.
Property Ownership:	XI Mile Road, LLC

The Property is legally described as follows (legal information obtained from Developer and City of Warren Online Assessing Records):

Property ID #	Address	Details	Current Owner
12-13-35-126-004	12350 E. Nine Mile Road	The subject property is developed with one 210,567 square-foot vacant industrial building. The Parcel is approximately 15.30 acres and currently zoned Medium Heavy Industrial (M3). The exterior of the subject property consists of concrete sidewalks, driveways, and parking lots and gravel parking areas.	XI Mile Road, LLC

Address	Parcel Number	Legal Description
12350 E. Nine Mile Road	12-13-35-126-004	T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89*30'W 190.33 FT TO PT OF BEG; TH S38*53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01*21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31*25'40"W 85.23 FT; TH N88*56'41"W 485.18 FT; TH N01*04'10"E 1161.02 FT; TH S89*30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road

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

Michigan Business Tax (MBT) Credit	
------------------------------------	--

Tax Increment Financing for Eligible Activities	X
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Is the proposed site a "facility" (as defined by Part 201)? YES. (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.). **See attached Phase II Environmental Site Assessment & BEA.**

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? Not applicable (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? Not applicable (Please provide supporting information.)

Proposed Development Project Description

Description of Proposed Project (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, storm water 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 improvements like parking, landscaping, etc. are desired.

Project Description *(Provide a description of the proposed Project):*

Redevelop and rehabilitation of the existing property for Young Supply Company. The subject property had to undergo significant site investigation to document contamination in soil-gas. The redevelopment will require the implementation of engineering controls and a contaminant vapor mitigation system beneath the propped new building to mitigate the potential for vapor intrusion related to residual soil and/or groundwater contamination. Additionally, the building has to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.

Brownfield Incentives *(Provide a description of the requested Brownfield Incentives being requested):*

Young Supply Company is seeking Local Only, Tax Increment Financing for reimbursement of Brownfield eligible activities necessary to redevelop the project property in a manner that is protective of human health and the environment. A further breakdown of eligible activities can be found on page 4 of this application.

Tax Abatement *(Provide a description of any requested Tax Abatement being requested):* None.

Projected number of jobs retained: 25

Projected number of jobs created: 10

Projected Timetable: 3 Years

Maximum Duration of Plan: 30 years

Full Time Jobs(Provide a description of the full-time permanent jobs being created by the proposed Project): Warehouse and Truck Drivers

Construction Related Jobs (Provide a description of the Construction related jobs being created by the proposed Project): Roofing, Plumbing, Electrical, Masonry, HVAC,

Development Costs Estimates

EGLE Eligible Activities (Provide a description and estimated cost for the EGLE Eligible Activities incurred by the proposed Project):

<u>Predevelopment Activities</u>	
Phase I ESA Reliance Letter	\$ 500
Phase II ESA	\$ 45,600
BEA	\$ 3,000
Asbestos and Hazardous Materials Survey	\$ 12,250
<u>Due Care Compliance Activities</u>	
Due Care Compliance Analysis	\$ 3,500
Supplemental Soil Gas Testing & Pressure Field Extension Testing	\$ 60,000
Vapor Mitigation System (VMS) Design and Installation Plan	\$ 5,500
VMS Installation	\$ 300,000
VMS Post-Installation Start-Up Testing and System Monitoring	\$ 25,000
O&M Plan and Due Care Reporting	\$ 15,000
PCB Transformer Removal	\$ 44,569
PCB Transformer Disposal	\$ 29,330

MSF Eligible Activities (Provide a description and estimated cost for the MSF Eligible Activities incurred by the proposed Project):

<u>Demolition Activities</u>	
Select Interior Demolition	\$ 25,000
<u>Asbestos Activities</u>	
Asbestos Abatement	\$ 418,000
Abatement Oversight, Air Monitoring and Project Management	\$ 47,500
<u>Brownfield Plan & Act 381 Work Plan</u>	
Brownfield Plan	\$ 15,000
Implementation	\$ 10,000

Project Investments *(Provide a Project Budget for the Total Project Investment for the proposed Project for Site Development, Vertical Construction, Personal Property, Fixtures and Equipment, etc.)*

Construction Budget	Estimated Cost
Land	\$8,425,000
Building Renovations and Remediation	\$4,290,000
Equipment	\$920,000
TOTAL ESTIMATED BUDGET	\$13,365,000

Project Financing

Describe Project Financing; Identify sources and amount of financing that will be used to support the project.	The project will be self-financed by Young Supply Co.
Why does the project need incentives?	The historical use of the 12350 E. Nine Mile Road property included heavy industrial use, historical records indicated many underground storage tanks (UST), records indicate unknown disposal practices according to a permit for refuse burning. There were pad mounted transformers near the west-central exterior of the property with staining on the concrete beneath. The transformers were found to have PCB's. Additionally, the building has many asbestos containing materials as evidenced in the attached survey. The building must be remediated, and the transformers must be removed to make the site habitable for Young Supply Co., employees, and contractors. The extraordinary costs for conducting environmental due diligence investigations, response activities, and redevelopment that is protective of human health and the environment exceeds the costs of developing a greenfield site. Without incentives, the cost of redeveloping the project property for the proposed use is financially unviable for the success of Young Supply Co.

Additional Information

Describe any other factors that should be considered in evaluating this project.	Without the necessary due care activities including the removal of asbestos materials, removal and proper disposal of PCB containing transformers and the installation of a vapor mitigation systems, it is unlikely that the property would be redeveloped or fully utilized by a reputable Michigan based company expanding its presence in the community.
Also, please explain how this project will benefit the public.	Young Supply Co. was established in 1935 in Detroit, Michigan. Since then, the company has grown to over 18 branch locations, six contractor learning centers, a warehouse distribution center, and an ever-growing delivery fleet. Young Supply Co. is a privately owned company with over 10% of employees being veterans. Their Warren location will redevelop Redevelopment of the project property will redevelop a vacated business operation into a viable business that will provide jobs and services to the local community and bring additional jobs to the city.

- 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.

If the Project Applicant/Developer has the Property under contract, please provide a copy of the Purchase Agreement or other proof of control (contract) with the current Property owner.

- Attach a copy of current title, commitment and proof of ownership.

Please note the number of current employees will be due each year for the life of the project on June 1 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

Application Preparation

This Application Prepared By:
AKT Peerless

Attachments

Site Location Maps

Site Plans, Figures and Renderings

Assessing Records

Brownfield TIF Eligible Activities and 30 Year TIR Estimate

Purchase Agreement

Title Commitment (if ordered)

Vesting Deed to current owner (if provided to Developer)

ASSOCIATED
ENVIRONMENTAL
SERVICES LLC

Environmental Services

Land Development

Real Estate Consulting

40701 Woodward Avenue
Suite 50
Bloomfield Hills, MI 48304

www.associatedenvironmental.net

**Updated Proposal to Provide
Brownfield Consultation Services**

For the

**City of Warren
Community and Economic Development Department
And
City of Warren Brownfield Redevelopment Authority**

Prepared for

**City of Warren
Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community,
Economic and Downtown Development**

By

**Associated Environmental Services, LLC
*Proposal No. 2024071801.01***

July 31, 2024

T (248) 203-9898
F (248) 422-2177

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

July 31, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Proposal No. 2024071801.01

RE: Proposal to provide Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the Triterra Brownfield Plan for the proposed redevelopment project at 15050-15150 E. 14 Mile Road in Warren, MI

Dear Mr. Bommarito:

In response to your request on Wednesday, July 17, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to present the following proposal to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (hereinafter jointly referred to as "Client") with Brownfield Consultation Services.

Based upon our meeting discussion, AES understands that Client is in need of third-party review services, consultation services and report preparation services related to a review of a reimbursement submittal. Specifically, Client has requested AES to provide the following professional services:

1. Review the Brownfield Plan submittal package;
 - a. Identify how the property qualifies as a Brownfield under P.A. 381 of 1996, as amended (e.g., contaminated, blighted, functionally obsolete, historic, MSHDA housing, transit oriented development, etc.);
 - b. Identify the requested Eligible Activities and which category, if any, under which they qualify for TIF reimbursement (e.g., EGLE, MSF, MSHDA);
2. Provide a professional opinion as to the proposed redevelopment project and activities being eligible or ineligible based on the requested submittal documents;
3. Prepare a summary memorandum of the findings/opinions with recommendations for additional documentation submittal, if necessary, to maintain compliance with WBRA BP and/or EGLE and MEDC requirements; and
4. Provide additional consultation services on an as-needed basis.

Client has requested AES to prepare this Brownfield Consultation Services proposal for the purpose of retaining AES to provide the above described Brownfield Consultation Services to the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (WBRA).

Should Client wish to expand the scope of work to address additional services, each requested service will be dealt with on an individual basis based on the requested services scope of work as determined by Client and AES. Client shall authorize AES to provide the additional requested services by means of a Change Order and additional fees and expenses.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

As the project becomes better understood by AES and Client, AES may recommend additional possible services and recommend changes to AES's scope of work and fees to accomplish Client objectives.

AES will provide the specified Brownfield Consultation Services, as well any other services AES is retained to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

SCOPE OF WORK

Upon receipt of the signed proposal, AES will, based upon Client requested activities provide Brownfield Consultation Assistance related to: (1) reviewing the developer prepared TIF reimbursement submittal package; (2) compare the submittal request to the approved BP and Act 381 WP budgets; and (3) provide a professional opinion as to whether the requested reimbursement is eligible or ineligible based on the requested submittal. AES will, subject to being provided all necessary information on a timely basis, endeavor to complete the review within fifteen (15) to twenty (20) business days of receipt of submittal request and all supporting documentation.

FEES

AES will provide Brownfield Consultation Assistance for a **Not to Exceed Fee of \$2,400.00** based on a **Time and Materials, plus expenses and reimbursables, basis**. Please see AES's Standard Hourly Fees presented in Table 1, below.

Should Client so request, AES will provide Additional Brownfield Consultation Services to Client on a **Time and Materials, plus expenses and reimbursables, basis**. Please see AES's Standard Hourly Fees presented in Table 1, below.

HOURLY RATES – Previously Approved WBRA Rate Schedule

Hourly charges will vary depending upon the staff person or retained consultant who is providing the services. AES will charge the hourly fees presented in Table 1, below. Estimated fees based upon typically encountered task items are presented in the Brownfield Plan Preparation and Consultation Services Fee Estimate Table, below.

Table 1: Professional Services Fee Schedule

Professional Service	Hourly Rate
Firm Principal/Senior Project Management	\$225.00 - \$275.00
Project Management	\$175.00 - \$205.00
Senior Environmental/Technical Specialist	\$155.00 - \$165.00
Environmental/Technical Specialist	\$125.00 - \$145.00
Technical Draft/CADD	\$75.00 - \$85.00
Word/Data Processing	\$55.00 - \$65.00

In addition to the above, subconsultant charges, fees, commissions, and out of town travel expenses will be billed at cost plus a minimum of 15%. All other project related reimbursable expenses, including vehicle mileage,

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

computer time, outside data reports, postage/shipping and reproductions will be billed in accordance with AES's Professional Services Fee Schedule.

All time recorded will be billed to the nearest tenth of an hour (6 minute) increment. AES anticipates the following staff will be assigned to the project at this time (subject to change at any time): **Nicholas G. Maloof, RPG**, whose **current billing rate is \$225.00 per hour**; Julie Pratt, Senior Environmental Specialist, whose billing rate is \$195.00 per hour; Kennan Robins, Senior Environmental Specialist, whose current billing rate is \$175.00 per hour; and Mike Angeliotti, Environmental Specialist, whose current billing rate is \$155.00 per hour. These hourly rates may be adjusted annually. Time is charged for all work performed on your behalf, whether it takes the form of in-person meetings, telephone consultations, research, drafting, negotiations, discussions with third parties (such as governmental agencies), travel, or our absence from the office.

AES will also bill you for and you agree to reimburse and hold us harmless for all costs, disbursements, and expenses that we incur in handling your project. These costs and expenses include, but are not limited to, computerized research, courier services, photocopying (including photocopying of our file if you request a copy), filing fees, expenses, fees and the cost of hiring any necessary accountants, actuaries, consultants or appraisers. Costs and expenses also include cellular and long-distance telephone charges, postage, facsimile transmission, vehicle mileage other reasonable expenses connected with your project. AES will advise you of any foreseeable expenses that are significant and may ask that you pay these expenses directly.

EXCLUSIONS

The scope of work described herein is AES's standard scope of work. *Any fieldwork, document review, consultation, reports or revisions not specifically identified in the standard scope of work described herein will be viewed as additions to the standard scope of work. Such additional work, when requested by Client, Client's legal counsel, Client's lender or other third parties, will be billed on a Time and Material basis according to the charges outlined in AES's Professional Services Fee Schedule (Table 1).*

SCHEDULE

AES will initiate the work outlined in this proposal within two days after receiving written authorization to proceed, contingent upon being provided all necessary information from Client as well as timely access to relevant WBRA and City of Warren project records.

RETAINER FEE

AES typically requires a retainer fee of prior to commencing work on the project. *However, based upon Client assurances of payment, AES waves the requirement for a Retainer Fee.*

PROJECT BILLING

AES will issue project invoices on a monthly basis (every 30 days). AES's payment terms are net payable upon receipt of invoice.

OTHER TERMS AND CONDITIONS

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services
July 31, 2024

This proposal is valid for a period of 60 days. AES's standard Terms and Conditions are presented in the Appendix and are incorporated herein as if set forth in full. This proposal is presented in a form that can be accepted as an agreement to conduct the services described herein.

To accept this proposal, please sign and date a copy of the proposal and the terms and conditions and return the signed copies to AES, facsimile accepted. AES will initiate work upon receipt of the signed proposal.

Should you have any questions or require additional information regarding this proposal, please contact us at (248) 203-9898.

Associated Environmental Services, LLC Proposal No. 2024071801.01



This proposal submitted by:

Nicholas G. Maloof, RPG

This proposal is hereby accepted for:

Company Name

By:

Signature

Date

Print Name

Title

NGM/jap

APPENDIX

AES Terms and Conditions

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

TERMS AND CONDITIONS

1. THE AGREEMENT

Professional Service projects are particularly vulnerable to misunderstanding of the obligations and responsibilities of the parties involved. Accordingly, these terms and conditions and the accompanying work order, proposal or agreement and schedules, if any, (the "Companion Documents") constitute the full and complete agreement (the "Agreement") between Associated Environmental Services, LLC (AES) and the client superseding any and all prior negotiations, correspondence, or agreements either written or oral, and may only be amended, added to, superseded or waived in a writing signed by both parties. By accepting the Companion Documents or by authorizing or accepting all or any portion of the work done or to be done by AES as specified in the Companion Documents, the client or prospective client shall be deemed to have accepted these terms and conditions as if set forth in full in any of the Companion Documents. As used in this Agreement, "project site" shall describe the real property that is the object of the services contemplated under this Agreement and "Project" shall refer to the work contemplated by the Companion Documents.

2. SCHEDULE

AES shall use reasonable efforts in performing services under this Agreement by mutually agreed upon completion dates. AES shall not be responsible for any delay due to AES's inability to gain access to the project site, any defective specifications, change in the scope of work, or any act of God, labor dispute, fire, inclement weather, act of governmental authority, failure of transportation, accident or any other cause beyond AES's control. In the event of any such delay, AES's time for completion of the services, which are the subject of this Agreement, shall be extended accordingly.

3. REPORTS AND OWNERSHIP OF MATERIALS

With the exception of the AES report to the client, all documents, whether printed or stored on electronic media, including, but not limited to reports, drawings, original boring logs, field data, field notes, site maps, laboratory test data, calculations and estimates are and remain the property of AES. AES shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client shall not use AES's reports or documents, whether printed or stored on electronic media, for any other endeavor without the express written permission of AES. All samples obtained by AES pursuant to this Agreement may be discarded 30 days after AES issues its report unless otherwise mutually agreed in writing. The client shall not misquote or otherwise use or refer to the AES report or work product so as to present it out of context. Further, client agrees that all reports and other work product furnished to the client and not paid for in full shall be returned to AES upon demand and shall not be used for design, construction permits, financing or any other purpose. **The reports and documents are for the sole use and reliance of client. AES disavows any and all liability whatsoever to third parties not a direct party to the contract by and between Client and AES in commissioning the work outlined herein and in the Companion Documents and any assignment by client of AES's reports and/or documents shall be null and void.**

4. CLIENT DISCLOSURES

The client is responsible for providing full information regarding requirements of the Project, including, without limitation, information regarding the client's objectives, scheduling and other constraints, or any special characteristics of or requirements associated with the project site. If the scope of work set forth in the Companion Documents are incomplete or in error, the client shall notify AES at once and promptly provide a complete and accurate revised scope of work.

Client hereby warrants that AES is authorized to enter the project site and/or to perform the services contemplated in the Companion Documents and, if Client is not titleholder of the project site, that the titleholder of the project site is on notice that AES will be performing services on or for said project site.

Tel: 248-203-9898 / Fax: 248-422-2177
email: info@associatedenvironmental.net
web: www.associatedenvironmental.net

In general, AES relies on the information provided by client. Specifically, it shall be the duty of client upon entering into this Agreement to notify AES of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the project site. "Hazardous substances" shall include, but shall not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment. This duty shall also apply to any Hazardous Substance with which AES may be provided or which exist or may exist on or near any project site upon which services are to be performed by AES's employees, agents or contractors. After entering into this Agreement, disclosure and notification to AES shall be required immediately upon discovery of any other Hazardous Substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.

All decisions relating to the disposal of Hazardous Substances shall be made solely by client, and AES shall not select the disposal site nor shall AES arrange in any other way for the disposal of any Hazardous Substances found on or removed from the project site.

To the extent that the proposal includes subsurface activities (which include, without limitation, soil borings, well installation or test pit excavations) among the services to be performed by AES, client shall furnish AES with diagrams indicating the location and boundaries of the project site's subsurface structures (foundations, pipes, tanks, cables, sewers, other utilities, etc.) AES shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not indicated on the diagrams provided.

5. CHANGES IN SCOPE OF WORK AND ESTIMATED FEES

(a) The scope of work and the time schedules defined in the proposal are based on the information provided by the client. Change in scope of work is defined as added, deleted, or modified work. If information provided by the client is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by client, or if client requests AES to change the original scope of work established by the Companion Documents, which request shall be made in writing, a written amendment to this Agreement equitably adjusting the costs and/or performance time hereunder shall be executed by client and AES as soon as practicable. AES shall have no obligation to perform any added or modified work until such amendment has been executed, and consent to amendments shall not be unreasonably withheld by either party.

(b) Fees set forth in the proposal shall be firm for 60 days from the date of such proposal; provided, however, that AES's standard charges are adjusted annually on March 1st of each year (the "Adjustment Date") and, regardless of the date of the proposal, work performed pursuant to this Agreement after the Adjustment Date shall be billed at the adjusted rates.

6. STANDARDS OF PROFESSIONAL SERVICES

Client acknowledges that AES has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by AES, except as expressly set forth below. Services performed by AES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental consulting professions who perform the same or similar services and practice contemporaneously under the same or similar conditions in the locality of the project site.

AES does not provide legal services or offer legal advice on matters of engineering, environmental, real property, or other law and disclaims any and all responsibility or liability relating to or arising out of client's reliance upon any opinion expressed by AES or its employees in the course of the performance of its services under this Agreement relating to any matter of law.

7. BILLINGS AND PAYMENTS

a) Unless otherwise specifically provided in the proposal or any attached fee schedules, billings will be based on AES's standard charges for actual time expended. All materials, travel and other out-of-pocket expenses will be billed at cost plus 15%. All other project related reimbursable expenses, including vehicle mileage, computer time, outside data reports, postage/shipping, reproductions, survey stakes and monuments, will be billed at an amount equal to 10% of the labor charges for the project. Client understands and agrees that the estimates of total, incremental, or phase project costs are reasonable projections provided for informational purposes in the Companion Documents and are not a representation or warranty of the actual costs which will be incurred in the performance of AES's services. AES shall submit invoices monthly for services performed and expenses incurred and not previously billed or included on any preceding invoice. **Payment is due upon receipt.** Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and AES may, without waiving any claim or right against client, and without incurring any liability whatsoever to client or other third parties relying upon services rendered unto client, suspend or terminate the performance of AES's services for failure to pay PAST DUE invoices. For all amounts unpaid after thirty (30) days from the invoice date, as set forth on AES's invoice form, client agrees to pay AES a late charge of one and one-half percent (1½%) per month, or 18% annually.

b) Client shall provide AES with a clear, written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted.

c) Client has the obligation to pay for all services performed under this Agreement. No deduction shall be made from any invoice on account of penalty or liquidated damages nor shall any other sums be withheld from payments to AES by reason of client's inability to obtain financing, approval of zoning boards or governmental or regulatory agencies, or any other cause or contingency. Client further agrees to pay AES any and all expenses incurred in recovering any delinquent amounts due, recovering possession of AES's reports and any other work product furnished to client pursuant to Paragraph 3 hereof, or enforcing any other rights AES has under this Agreement, including reasonable attorney's fees, accountant's fees, expert witness and case preparation fees, and court costs.

8. NOTICE OF LIEN

a) Client hereby grants AES the right and consents to the recording of a Consensual Lien against the project site real property and appurtenances thereon in order to secure payment for the services rendered by AES under this Agreement. Client hereby agrees that said lien may be recorded against the project site property during or after completion of the services contemplated under this Agreement or any time after breach or termination of this Agreement and that said Lien shall remain valid and enforceable as between AES and client. Further, this lien right expressly provides for and grants AES the power of foreclosure and sale under the Foreclosure of Mortgages and Land Contracts provisions of the Michigan Revised Judicature Act, MCLA 600.3101 et seq.

b) In addition to the lien rights granted by Client above, AES hereby notifies client that it reserves the right to utilize all available lien rights it may have in connection with its provision of services under this Agreement, including those provided under the Michigan Construction Lien Act. In order to perfect any construction lien in favor of AES, client agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq.

9. SAFETY

a) Client assumes sole and complete responsibility for the safety of all persons and property for the work to be performed hereunder at client's project site, including personnel and property of all contractors working on the project site. Client shall remain liable for any and all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same. AES may inform the client of deficiencies relating to the specifications and applicable regulations known to AES, but AES is not responsible for job site safety or the failure of the client or its agents to follow the recommendations of AES personnel. Client waives any claim against AES for, and agrees to indemnify and hold AES harmless from, any claim for liability for injury or loss to client or others in connection with such measures, except to the extent such loss results from AES's negligence.

b) If AES provides a health and safety officer at client's project site, AES shall be authorized to take any and all measures on behalf of client that in AES's opinion will maintain generally accepted health and safety standards for personnel at the site, however, client shall remain liable for all health and safety violations and shall fully indemnify and hold harmless AES and AES personnel for the same.

10. LIMITATION OF LIABILITY

It is expressly agreed that the client's maximum recovery against AES relating to the professional services performed hereunder, whether in contract, tort or otherwise, is the amount of AES's fee and that an award of damages not to exceed such fee is client's sole and exclusive remedy against AES. Under no circumstances shall AES be liable for client's loss of profits, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Client further agrees to require of contractors and all subcontractors an identical limitation of AES's liability for damages suffered by the contractor or the subcontractors arising from AES's acts, errors or omissions in rendering its professional services hereunder.

Client and, if client is acting for a principal in ordering work from AES, then also the said principal, agrees to indemnify and hold AES, its officers, employees, agents, contractors, and subcontractors, harmless from any and all claims, suits, costs and expenses, including attorneys' fees, which are attributable to the negligence of client, its successors, employees, agents or invitees, or which are related to this Agreement or the work to be performed by AES for which AES is not expressly responsible hereunder. Nothing contained in this Agreement or the Companion Documents shall create a contractual relationship with or a cause of action in favor of a third party against AES or client.

11. TERMINATION

This agreement may be terminated by either party upon at least five (5) business days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event that project site conditions become unsafe for the performance of the work, or if client fails to pay any invoice in full within thirty (30) days after invoice date, AES may, at any time and in its sole discretion, without waiving any other rights or claims against client and without thereby incurring any liability to client, elect to suspend or terminate performance of services upon five (5) business days prior written notice from AES to client. Notice may be provided by facsimile, email, or by regular U.S. Mail.

If this Agreement is terminated, AES shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include all unpaid reimbursable expenses and fees incurred as of the date of termination, including any cancellation fees or other non-refundable fees.

12. FORCE MAJEURE

Any delay or failure of AES to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond AES's control, without fault or negligence, and that by its nature could not have been reasonably foreseen by AES or, if it could have been reasonably foreseen, was unavoidable (which events may include, without limitation, natural disasters, embargoes, explosions, riots, wars or acts of terrorism, strikes or labor slowdown, lock-outs, Acts of God, malicious acts of damage, fire, weather, bacteria, virus or other pandemic, acts of any government authority or failure of the public utilities (water, sewer, electricity or gas supply, roads, internet and phone services, etc.) (each, a "Force Majeure Event").

Should AES identify the occurrence of such Force Majeure Event, AES shall provide Client prompt written notice of any such event or circumstance and the anticipated duration of such Force Majeure Event, if the duration of said event can be determined. AES will use reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement after the end of the Force Majeure Event. AES shall not be liable for any failure of or delay in the performance under this Agreement due to such failure or delay.

13. DISPUTE RESOLUTION

Prior to any Mediation, Arbitration or Litigation being filed by either party, the parties agree first to try in good faith to attempt to resolve all disputes arising out of or relating to this contract, or the breach thereof, through negotiation between the parties. If negotiation fails to resolve a dispute, then the parties agree first to try in good faith to settle the dispute by Mediation administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Mediation Procedures before resorting to Arbitration, Litigation, or some other similar dispute resolution procedure.

Any controversy, claim or dispute arising out of or relating to this contract, or the breach thereof, that cannot be settled by negotiation or Mediation may, at AES sole discretion, be settled by Arbitration administered by the American Arbitration Association under its Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof.

The Construction (Construction, Real Estate and Environmental) Industry Arbitration Rules of the American Arbitration Association ("AAA"), shall be modified as follows:

a) Client shall initiate arbitration by filing a demand at the Regional Office of the AAA closest to AES. AES shall initiate arbitration by filing a demand at the Regional Office closest to AES. Each demand for arbitration shall fully describe the basis for the claim and the specific relief sought.

b) Disputes will be heard and determined by a panel of three arbitrators who each are experienced and knowledgeable in the general practices of the engineering, land surveying, environmental consulting, and land planning industry; and at least one of the arbitrators will be an attorney. Each party will appoint one arbitrator. The two arbitrators selected by the parties will then appoint one neutral arbitrator. If the two selected arbitrators cannot agree on the appointment of the third arbitrator within twenty (20) days after receipt of notice of demand for arbitration, such arbitrator(s) not appointed shall be selected and appointed by the AAA upon application of either party.

c) Except as set forth below, judgment upon any award of the majority of the arbitrators shall be final, conclusive, and binding upon the parties, and may be entered upon the motion of either party in a court of competent jurisdiction. The award of the arbitrators may grant the relief which might be granted by a court of competent jurisdiction. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for equitable relief where such relief is necessary to protect its interest pending completion of the arbitration.

d) AES or client may petition a court of competent jurisdiction to confirm, correct, or vacate the award of arbitrators on the grounds stated in the Federal Arbitration Act, or to enter judgment on the arbitration award. Further, the prevailing party may petition a court of competent jurisdiction to enforce the award of the arbitrators, including but not limited to the actions of garnishment of bank accounts, wages, and other assets, and the power of sale for lien property.

e) The costs and expenses of each arbitration hereunder (including reasonable attorney fees) shall be borne equally by both parties.

14. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between client and AES shall survive the completion of services and the termination of this agreement.

15. PERIOD OF LIMITATION

No action, suit or other proceeding shall be instituted in connection with this Agreement or work performed under this Agreement more than two (2) years after the last day upon which AES provided substantial services hereunder.

16. SIGNAGE AND ADVERTISING

Client agrees that AES may place a sign on the project or Project site and may also use photographs from the project and summaries of the project for marketing purposes.

17. ASSIGNS

Neither client nor AES may delegate, assign, subcontract or transfer its duties or interest in this Agreement without the written consent of the other party, such consent shall not be unreasonably withheld.

18. GOVERNING LAW

This Agreement shall be governed by the law of the State of Michigan without regard to the conflict of law provisions thereof.

19. SEVERABILITY

If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected and such provision shall be modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

20. SECTION HEADINGS; CONSTRUCTION

Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Throughout this Agreement, the singular shall apply to the plural and the plural to the singular, unless the context clearly indicates otherwise.

Reviewed and Accepted By:

Company Name

Signature

Date

Print Name

Title

Report of Brownfield Consultation Services

For the

Proposed Brownfield Redevelopment Project

15050-15150 E. 14 Mile Road

Warren, Macomb County, MI 48088

Environmental Services

Land Development

Real Estate Consulting

40701 Woodward Avenue
Suite 50
Bloomfield Hills, MI 48304



Prepared for

City of Warren

Community and Economic Development Department
One City Square

Warren, Macomb County, Michigan 48093

**Attn: Mr. Tom Bommarito, Director of Community,
Economic and Downtown Development**

By

Associated Environmental Services, LLC

Project No. 2024071801.01

August 16, 2024

T (248) 203-9898
F (248) 422-2177

www.associatedenvironmental.net

Environmental Services

Land Development

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40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

August 16, 2024

City of Warren Community and Economic Development Department
One City Square
Warren, Macomb County, Michigan 48093
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Project No. 2024071801.01

RE: Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the Triterra Brownfield Application and Brownfield Plan for the proposed redevelopment project at 15050-15150 E. 14 Mile Road in Warren, Macomb County, MI 48088

Dear Mr. Bommarito:

In response to your request on Wednesday, July 17, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (BRA) (hereinafter jointly referred to as "Client") with a summary of the Brownfield Consultation Services completed by AES for the above referenced Brownfield Redevelopment project (the "Project") as well as present the attached "BRA Submittal Checklist" for the Project.

AES was retained by Client to provide third-party review services, consultation services and report preparation services. Specifically, AES was requested to provide the following professional services:

1. Review the Brownfield Plan submittal package;
 - a. Identify how the property qualifies as a Brownfield under P.A. 381 of 1996, as amended (e.g., contaminated, blighted, functionally obsolete, historic, MSHDA housing, transit oriented development, etc.);
 - b. Identify the requested Eligible Activities and which category, if any, under which they qualify for TIF reimbursement (e.g., EGLE, MSF, MSHDA);
2. Provide a professional opinion as to the proposed redevelopment project and activities being eligible or ineligible based on the requested submittal documents;
3. Prepare a summary memorandum of the findings/opinions with recommendations for additional documentation submittal, if necessary, to maintain compliance with WBRA BP and/or EGLE and MEDC requirements; and
4. Provide additional consultation services on an as-needed basis.

AES provided the above specified Brownfield Consultation Services, as well any other services AES was requested to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – 15050-15150 E. 14 Mile Road, Warren, MI 48088
August 16, 2024

Brownfield Plan Submittal Package

AES was provided the following documents for the Project by Client:

1. "Brownfield Plan" prepared for Capital 14 Hayes, LLC (the "Developer") regarding the redevelopment and reuse of 15050-15150 E. 14 Mile Road, Warren, MI dated May 6, 2024 and prepared by Triterra (the "Brownfield Plan"),

AES reviewed the documents and created and prepared a BRA Submittal Checklist to confirm whether the required documentation was present in the file and the date received. AES also reviewed the BRA Project file to confirm the presence of required documents in general compliance with applicable State of Michigan regulations (the "Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended"). A copy of the BRA Submittal Checklist is presented in **Attachment A**.

Brownfield Plan

- The property address is 15050-15150 E. 14 Mile Road, Warren, MI and comprised of three contiguous parcels identified as Parcel ID Nos. 12-13-01-228-021, 12-13-01-228-011, and 12-13-01-228-022 (the "Property").
- Eligible Activities described include "...EGLE department specific activities, demolition, site preparation, contingency, 5% simple interest, and preparation and implementation of a Brownfield Plan."
- According to the information provided, the 15150 E. 14 Mile Road parcel (Parcel ID No. 12-13-01-228-011) qualifies as a "facility" under Part 201 with the remaining two parcels being "adjacent and contiguous."
- Phase I ESAs, Phase II ESAs and BEA Reports summarized in Section 1.2.1 of the Brownfield Plan identify the presence of VOCs, PNAs, and Metals exceeding the EGLE Generic Residential Cleanup Criteria (GRCC)
 - Based on the exceedance of the GRCC, the Property qualifies as a "facility" under Part 201 of NREPA, as amended.
 - No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Capital 14 Hayes, LLC.
- The estimated total investment of \$4.5 million dollar includes the request Eligible Activities and Interest, but does not provide the net new investment in site improvements, structures and equipment.
 - No Property (land/existing improvements) acquisition cost was provided.
- Total Cost of environmental and non-environmental Eligible Activities requested is \$1,044,584.00, including \$225,859.00 of Interest. Eligible Activities net of Interest total \$818,725.00.
 - Interest of 5% is being requested.
 - Seeking Local TIF Capture, no School Tax Capture.
- Based on the information provided, the TIF repayment period to the Developer is estimated to be 16 years of capture with a total Brownfield Plan duration of 17 years.
- Table 2 "TIF Capture Estimate" provides a summary of expected increases in taxable value and expected first capture of TIF revenues
 - Initial (Base) taxable value (TV) – stated to be \$373,754.00 for 2024.
 - 2025 TV is estimated to be \$2,000,000.00. No basis for the estimated value was provided.
- Table 2 "Tax Increment Revenue Estimates" table was undated.
 - The Local Capture Millages identify a total 38.6750 Mills available for capture.
 - No date was stated by Triterra regarding the Tax Year/Season from which the Millage Rates were

- used.
 - The current 2023 Winter and 2024 Summer Millage Rates are slightly different and equate to 38.9179 Mills available for TIF Capture.
- Table 3 “TIR Reimbursement Allocation Table” provides a summary of the expected TIR revenue payments to reimburse Developer
 - No 10% BRA capture (assumed to be the BRA Management Fee) for the life of the BP was modeled or stated in the Brownfield Plan nor in the Tables.
 - No Local Brownfield Revolving Loan Fund (LBRF) capture was modeled or in the Brownfield Plan nor in the Tables.
 - The gross amount to be paid to Developer includes Interest.
 - Based on the information provided in Table 3, the TIF repayment period to the Developer is estimated to be a total of 16 years of TIR capture with a 17 year total Brownfield Plan duration Year 1 is assumed a “no TIR capture” year as it is not depicted on the table.
 - Note that due to the slightly differing millage captures and the actual TV not being known until actual assessment occurs, the payback and total capture period may be shorter or longer.
- No ownership information regarding the Property nor the right of Developer to develop the Property with the Project was provided.
 - The Brownfield Plan does not indicate or discuss any legal connection between Capital 14 Hayes, LLC and the ownership of the Property.
 - Is there a development agreement, lease, purchase agreement or other documentation that provide Capital 14 Hayes, LLC with the authority to submit the Brownfield Plan for the Project on the Property?

Opinion

Based on a review of the documents provided, the Property qualifies under P.A. 381 of 1996, as amended, as is eligible for TIR reimbursement of Eligible Activities. However, the following items require additional documentation to be submitted to ensure compliance with WBRA requirements and P.A. 381 of 1996, as amended:

1. No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Capital 14 Hayes, LLC. **A complete copy of the Phase I ESA, Phase II ESA, BEA and DCP Reports must be provided to the WBRA as evidence Developer is not a liable party under Part 201 or Part 213.**
2. Interest of 5% is being requested. **It has typically been the policy of the WBRA to not pay Interest to a Developer.**
3. No 10% BRA capture (assumed to be the BRA Management Fee) for the life of the BP was modeled or stated in the Brownfield Plan nor in the Tables. **It has typically been the policy of the WBRA to require a 10% BRA Management Fee to be included in the Eligible Activities and Cash Flow projection Tables.**
4. No Local Brownfield Revolving Loan Fund (LBRF) capture was modeled or in the Brownfield Plan nor in the Tables. **It has typically been the policy of the WBRA to require a LBRF capture to be included in the Eligible Activities and Cash Flow projection Tables.**

City of Warren Community and Economic Development Department
Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development
RE: Brownfield Consultation Services – 15050-15150 E. 14 Mile Road, Warren, MI 48088
August 16, 2024

5. No ownership information regarding the Property nor the right of Developer to develop the Property with the Project was provided. **Evidence of site control or written authorization from the property owner via a development agreement, lease, purchase agreement or other documentation providing Capital 14 Hayes, LLC with the authority to submit the Brownfield Application and Brownfield Plan for the Project on the Property must be provided to the WBRA.**

Should you have any questions or require additional information regarding this summary report, please contact us at (248) 203-9898.

Sincerely,
ASSOCIATED ENVIRONMENTAL SERVICES, LLC

A handwritten signature in blue ink, appearing to read "Nicholas G. Maloof".

Nicholas G. Maloof, RPG

NGM/bd

ATTACHMENT A
BRA Submittal Checklist

BROWNFIELD SUBMITTAL CHECKLIST

Project Name: **Capital 14 Hayes, LLC**
 Project Address: **15050-15150 E. 14 Mile Road, Warren, MI 48088**
 Project Developer: **Capital 14 Hayes, LLC**

Date: **8/16/2024**

The following documents are necessary to satisfy the requirements for TIF capture as established under P.A. 381 of 1996, as amended:

Item	Submittal	Filed with BRA?	Date of Submission	Need Copy for BRA File?	Date of Verification
1	Brownfield Application	Unknown	Unknown	Yes	Not verified as reports not provided
2	Brownfield Plan	Yes	Unknown	No	8/16/2024
3	BRA Request for Hearing				
4	BRA Plan Approval Resolution				
5	BRA Brownfield Package Submission to City Council				
6	Public Notice/Hearing Documents				
7	City Council Hearing				
8	City Council Resolution				
9	Act 381 Work Plan ¹	N/A	N/A	N/A	N/A
10	BRA-Approved Brownfield Package Submission to EGLE/MSF ¹	N/A	N/A	N/A	N/A
11	EGLE/MSF Approval Letters ¹	N/A	N/A	N/A	N/A
12	Tax Jurisdiction Notice				
13	Supporting Documents: Phase 1, Phase 2, BEA, Due Care Plan ²	No	Phase I ESA, Phase II ESA, and BEA referenced in BP. No reference to BEA being conducted and Disclosed to EGLE for Developer	Yes, of all reports and proof of BEA Disclosure to EGLE	Not verified as reports not provided
14	Invoices for Eligible Activities ³				
15	Reimbursement Agreement				

ADDITIONAL COMMENTS:

¹ MSF/MEDC Act 381 Work Plan is not proposed to be prepared and submitted based on the Brownfield Application and Brownfield Plan as of the date of this review. State taxes may only be captured to the extent allowed by EGLE and MSF Act 381 Work Plan Approval as well as under MCL §125.2663b(4).

² Phase II ESA, Baseline Environmental Assessment, and 7a Due Care Plan received _____.

³ See WBRA "Invoices for Approved Eligible Activities Analysis Table." (When submitted by Developer)

**CITY OF WARREN
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

**15050-15150 E. 14 Mile Road Redevelopment
15050-15150 E. 14 Mile Road
Warren, Michigan 48088**

Prepared For:

City of Warren Brownfield Redevelopment Authority
One City Square
Warren, Michigan 48093
Contact: Gary Kiesgen, Chairman

Prepared By:

Triterra
1375 S. Washington Avenue, Suite 100
Lansing, Michigan 48910
Contact: Dave Van Haaren or Connor Zook
dave.vanhaaren@triterra.us | connor.zook@triterra.us

August 19, 2024

Approved by the City of Warren Brownfield Redevelopment Authority on _____
Adoption by the City of Warren City Council on _____

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FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Boundary Map

Figure 3: Soil Sample Locations with Exceedances

Figure 4: Groundwater Sample Locations with Exceedances

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A: Site Plans

Attachment B: ATLA/NSPS Land Title Survey

PROJECT SUMMARY

Project Name:	15050-15150 E. 14 Mile Road Redevelopment
Developer:	Capital 14 Hayes, LLC (the "Developer") 3102 Farmdale Drive Sterling Heights, Michigan 48314 Tamras "Tom" Tamou
Property Location:	15050-15150 E. 14 Mile Road, City of Warren, Michigan 48088
Parcel Information:	12-13-01-228-021, 12-13-01-228-011, 12-13-01-228-022
Type of Eligible Property:	"Facility" and "Adjacent and Contiguous"
Project Description:	<p>A redevelopment of the subject property located at the southwest corner of the intersection of E. 14 Mile Road and Hayes Road in Warren, Michigan. The project includes the new construction of a 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and parking spaces.</p> <p>Brownfield eligible activities proposed by the Developer include EGLE department specific activities, demolition, site preparation, contingency, and preparation and implementation of a Brownfield Plan.</p>
Total Capital Investment:	Total capital investment is estimated at \$3,500,000 of which \$818,725 is currently proposed for Brownfield Reimbursement to the Developer.
Estimated Job Creation/Retention:	The redevelopment is anticipated to generate 10-12 new full-time equivalent jobs.
Duration of Plan:	The duration of the Plan includes capture of Tax Increment Revenue (TIR) for reimbursement to the Developer for 16 years.

Total Captured Tax Increment Revenue: **\$1,010,772**

Distribution of New Taxes Paid	
Developer Reimbursement	\$818,725
<i>Sub-Total Reimbursement</i>	<i>\$818,725</i>
State Brownfield Revolving Fund	\$0
BRA Plan Administrative Fees	\$101,077
Local Brownfield Revolving Fund (LBRF)	\$90,969
<i>Sub-Total LBRF Deposits, Administrative Fees, New Taxes</i>	<i>\$192,047</i>
Grand Total	<i>\$1,010,772</i>

1.0 INTRODUCTION

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

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Project is a complete redevelopment of the subject Property and includes the construction of a new approximately 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and approximately 21 parking spaces.

The total anticipated investment into the redevelopment project is estimated at \$4,500,000. The development will result in the complete redevelopment of vacant and contaminated property in the City of Warren. This development will dramatically improve the appearance of the Property. The Project will significantly increase traffic to the area and provide additional support to existing retail establishments in the city, as well as create jobs.

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

The Project would not be possible without financial support through Brownfield tax increment financing (TIF).

The redevelopment is anticipated to generate 10-12 new full-time equivalent jobs.

1.2 Eligible Property Information

This Plan is presented to support the Developer in the redevelopment of three parcels of land, located at 15050 and 15150 E. 14 Mile Road, and parcel 12-13-01-228-022, City of Warren, Michigan (the “Property”). The location of the Property is depicted on Figure 1.

The Property consists of three contiguous parcels of land totaling approximately 1.20 acres. The Property is fully defined in the following table and Section 2.8 of this Brownfield Plan.

Eligible Property		
Address	Tax ID	Basis of Eligibility
15050 E. 14 Mile Road	12-13-01-228-021	"Adjacent and Contiguous"
15150 E. 14 Mile Road	12-13-01-228-011	"Facility"
No Address	12-13-01-228-022	"Adjacent and Contiguous"

The Property is zoned C-1 (Local Business District) and is located within the City of Warren.

The Property is surrounded by active residential and commercial property. Property layout and boundaries are depicted in Figure 2. The legal description of the Property is included in Attachment B.

The Property has been developed since at least 1937. The current subject property buildings were constructed in approximately 1969 and 1974 respectively. From approximately 1969 until at least 1983, the property operated as a gasoline filling station. Most recently the building located at 15050 E. 14- Mile Road operated as a bank until approximately 2020 and the building located at 15150 operated as a bakery until approximately 2020.

1.2.1 Environmental

Environmental assessments and investigations (e.g. Phase I ESAs, Phase II ESAs, and Baseline Environmental Assessments (BEAs)) known to have been performed at the Property occurred in 2020 and 2023. Soil and groundwater contamination is known to exist across portions of the Property; Concentrations of 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, benzene, n-butylbenzene, sec-butylbenzene, ethylbenzene, naphthalene, n-propylbenzene, toluene, and xylenes in soil and 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, benzene, ethylbenzene, isopropylbenzene, lead, naphthalene, n-propylbenzene, and xylenes in groundwater exist on the Property above the Part 201 Residential Generic Cleanup Criteria. The Property meets the definition of a "facility", as defined by Section 20101(s) of PA 451, Part 201, as amended.

Maps depicting environmental impact within the boundary of the Property are provided as Figures 3 and 4.

1.2.2 Eligibility

The Property is considered an “eligible property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Warren, a qualified local governmental unit (QLGU) under MCL 125.2782(k); (c) the parcel 15150 E. 14 Mile Road (12-13-01-228-011) of the Property is a “facility” as the term is defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (“NREPA”), P.A. 451 of 1994, as amended; and (d) the parcels located at 15050 E 14 Mile Road and 12-13-01-228-022 are adjacent and contiguous to the “facility” parcel and development of the adjacent and continuous parcels is estimated to increase the captured taxable value of the “facility” parcel. Figures 3 and 4 depict environmental impact on the Property.

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

2.1 Description of Costs to Be Paid with Tax Increment Revenues

The Developer will be reimbursed with the new local taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381.

Brownfield eligible activities proposed by the Developer include EGLE pre-approved and department specific activities, demolition, site preparation, contingency, and preparation and implementation of a Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property and captured by the BRA, 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”).

2.2 Summary of Eligible Activities

The total cost of activities eligible for Developer reimbursement from tax increment revenues is projected to be \$818,725. The eligible activities are summarized in the table on the following page.

Summary of Eligible Activities	
EGLE Eligible Activities	
Department Specific Activities	\$553,000
EGLE Eligible Activities Sub-Total	\$553,000
MSF Eligible Activities	
Demolition	\$67,500
Site Preparation	\$76,000
MSF Eligible Activities Sub-Total	\$143,500
Contingency (15%)	\$104,475
Brownfield Plan Preparation	\$12,000
Brownfield Plan Implementation	\$5,000
Brownfield Plan Application Fee	\$750
Total Eligible Cost for Reimbursement	\$818,725

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

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652).

The Reimbursement Agreement and this Brownfield Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Brownfield Plan is not exceeded, line-item costs of eligible activities may be adjusted within Environmental eligible activities and Non-Environmental eligible activities after the date this Brownfield Plan is approved by the City of Warren City Council.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Brownfield Plan will be reimbursed with incremental local tax revenues generated by the Property and captured by the BRA.

The 2024 taxable value of the Property is \$373,754. This is the initial taxable value for this Brownfield Plan.

The projected future taxable value is \$2,000,000 in 2025. The actual taxable value will be determined by the City Assessor after the development is completed.

It is projected that the BRA will capture tax increment revenues from 2025 through 2039 to allow for reimburse the Developer for eligible activity costs and BRA capture to administer the Brownfield Plan.

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

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

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

The Developer is ultimately responsible for financing the costs of its specific eligible activities included in this Plan. The BRA will not advance any funds to finance the Developer eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BRA to fund such reimbursement. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Brownfield Plan.

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The duration of this Plan is projected to be 16 years total, with 15 years of Tax Increment Revenue (TIR) capture for reimbursement to the Developer after the first year of tax capture anticipated as 2025.

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

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

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

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units	New Taxes Captured for Developer Reimbursement and BRA Administration	Total New Taxes
WARREN OPERATING		\$217,608	\$217,608
ACT 345 POL/FIRE		\$130,278	\$130,278
POL & FIRE OPER		\$122,158	\$122,158
MAC INT SCH DIST		\$121,005	\$121,005
MACOMB COUNTY OPER		\$112,903	\$112,903
SANITATION		\$72,525	\$72,525
CITY ROAD IMPROV		\$52,346	\$52,346
MCC OPERATING		\$36,790	\$36,790
LIBRARY		\$33,157	\$33,157
SMART		\$24,828	\$24,828
POLICE OPERATING		\$24,277	\$24,277
FIRE OPERATING		\$24,277	\$24,277
RECREATION		\$24,167	\$24,167
EMS		\$7,239	\$7,239
HURON-CLINT PARK		\$5,410	\$5,410

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units	New Taxes Captured for Developer Reimbursement and BRA Administration	Total New Taxes
MACOMB VETERANS		\$1,803	\$1,803
SCHOOL OPERATING	\$460,290		\$460,290
STATE EDUCATION TAX	\$156,810		\$156,810
WAR CON DEBT	\$124,925		\$124,925
ART INSTITUTE	\$5,112		\$5,112
ZOO AUTHORITY	\$2,470		\$2,470
MISD DEBT	\$2,091		\$2,091
Total	\$751,698 (42.65%)	\$1,010,772 (57.35%)	\$1,762,469

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

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

An ALTA/NSPS Land Title Survey and legal description(s) of the Property is provided in Attachment B. The general Property location and boundaries are shown in Figures 1 through 4.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

Address	Tax ID
15050 E. 14 Mile Road	12-13-01-228-021
15150 E. 14 Mile Road	12-13-01-228-011
No Address	12-13-01-228-022

The general Property location and characteristics are described in Section 1.2 and depicted in Figures 1 and 2.

The Property is considered an “eligible property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Warren, a qualified local governmental unit (QLGU) under MCL 125.2782(k); (c) the parcel 15150 E. 14 Mile Road (12-13-01-228-011) of the Property is a “facility” as the term is defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (“NREPA”), P.A. 451 of 1994, as amended; and (d) the parcels located at 15050 E 14 Mile Road and 12-13-01-228-022 are adjacent and contiguous to the “facility” parcel and development of the adjacent and continuous parcels is estimated to increase the captured taxable value of the “facility” parcel. Figures 3 and 4 depict the environmental impact on the Property.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

2.9 Estimates of Residents and Displacement of Individuals/Families

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

2.10 Plan for Relocation of Displaced Persons

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

2.11 Provisions for Relocation Costs

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

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

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

2.13 Other Materials that the Authority or Governing Body Considers Pertinent

The Authority and the City, as the governing body, in accordance with the Act, may amend this Brownfield Plan in the future in order to fund additional eligible activities associated with the Project or subject property described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

Figure 3: Soil Sample Locations with Exceedances

Figure 4: Groundwater Sample Locations with Exceedances

MSHDA Housing Tax Increment Financing Program Statement

September 29, 2023

I. Overview of the Brownfield Redevelopment Financing Act and Public Act 90 of 2023

The Brownfield Redevelopment Financing Act of 1996, MCL 125.2651 et. seq., as amended (the "Brownfield Act"), authorizes municipalities to create local brownfield redevelopment authorities (each a "BRA") to facilitate the implementation of brownfield plans to promote the revitalization, redevelopment, and reuse of brownfield properties, which include, but are not limited to, previously developed, tax reverted, blighted, or functionally obsolete properties. The Brownfield Act permits the use of tax increment financing ("TIF") as a funding tool to help cover the additional costs associated with redeveloping a brownfield property. The taxable value of brownfield property is often very low, and the property taxes generated therefrom may be correspondingly very low. When an improved brownfield redevelopment has increased property value and generates new tax revenue, the increased revenue can be captured by a local BRA and be used to either repay TIF bonds or reimburse the developer for the eligible costs associated with redeveloping the property.

On July 19, 2023, Public Act 90 of 2023 ("PA 90") became effective and amended the Brownfield Act to include certain housing development activities as eligible activities. Prior to PA 90, TIF was only available to property owners who coordinated with local BRAs and (a) the Department of Environment, Great Lakes, and Energy ("EGLE") for certain environmental cleanup activities, and (b) the Michigan Strategic Fund ("MSF") for certain business development and community development activities. Pursuant to PA 90, brownfield work plans and combined brownfield plans that involve the use of taxes levied for school operating purposes and that request reimbursement for housing development activities for affordable and/or subsidized housing must be reviewed by the Michigan State Housing Development Authority ("MSHDA").

This Housing Tax Increment Financing Program Statement ("Program Statement") is intended to provide the guidelines for submission to and review by MSHDA of work plans and combined brownfield plans relating to housing development activities. MSHDA will accept on an on-going basis work plans and combined brownfield plans submitted pursuant to this Program Statement and the Brownfield Act requirements and process. However, note that this Program Statement and its timing and requirements apply only to the implementation of PA 90 by MSHDA and that applications for MSHDA loans, grants, or other benefits that a developer may wish to use in connection with housing development activities undertaken pursuant to this Program Statement would need to be applied for separately under applicable MSHDA program specific guidelines.

See Addendum 1 for additional definitions used by MSHDA in this Program Statement. All statutory references used herein refer to the Brownfield Act, as amended by PA 90, unless otherwise specified.



PROJECT COMPLETION & FINAL COST LETTER

July 17, 2024

State Tax Commission
PO Box 30471
Lansing, Michigan 48909-7971

Mr. Tom Bommarito
City of Warren
Director of Economic and Community Development
One City Square, Suite 200
Warren, Michigan 48093

RE: Industrial Facilities Exemption Certificate - 2022-111
23500 Mound Road, City of Warren, Macomb County, Michigan

Dear Commission Members:

According to State Tax Commission Rule 55(2), notification of completion of the project shall be filed within 30 days of completion. The above project was completed, and the Certificate of Occupancy was issued on **May 20, 2024**. Please note, a preliminary Notice of Completion was sent via e-mail to tbommarito@cityofwarren.org on **June 18, 2024**.

According to State Tax Commission Rule 55(2), the final cost of a facility shall be filed with the assessing officer and the Commission within 90 days after completion. The final costs for the above project are as follows:

Real:	\$67,400,000	(final total of real improvements)
Personal:	\$8,500,000	(final total of personal improvements)
Total Real & Personal:	\$75,900,000	(final total amount of the project)

On the behalf of Home Depot USA, Inc., please accept this as the final Notification of Project Completion and Final Cost Letter.

If you have any questions, please feel free to contact me at (770) 384-3013 or at my e-mail address: kevin_reddick@homedepot.com.



Sincerely,

DocuSigned by:

Kevin Reddick

B66AA1F6CF1541D...

Kevin Reddick

Senior Director - Tax Counsel

7/17/2024

cc: Local Unit Assessor

Enclosures:

Preliminary Notification of Completion

Certificate of Occupancy

Aubrie A Houchens

From: Aubrie A Houchens
Sent: Tuesday, June 18, 2024 12:38 PM
To: tbommarito@cityofwarren.org
Cc: Rosarita Burden; Ziya M Hajiyev; Varalakshmi Rajendran; Mary Michaels
Subject: Industrial Facilities Exemption Certificate - 2022-111 - Notice of Project Completion
Attachments: CCO - Certificate of Completion + Occupancy (05-20-2024).pdf

Follow Up Flag: Follow up
Due By: Monday, June 24, 2024 8:00 AM
Flag Status: Flagged

Categories: [SharePoint] This message was saved in 'The Home Depot Inc - Project Hammer – C&I – Ziya T&E - THD All Compliance Projects > MI, Detroit (FDC/BDC)'

Hello Tom,

Hope all is well. Please accept this email as the preliminary **Notice of Completion** in relation to the **Industrial Facilitation Tax Agreement** dated **September 9, 2022** for **Home Depot USA, Inc.**'s regional distribution center located at **23500 Mound Rd., Warren, MI 48091**. For reference, the corresponding certificate number to the agreement is **2022-111**. The site inspection was performed on **May 16, 2024** and the Certificate of Occupancy (attached) was received on **May 20, 2024**.

We are obtaining confirmation regarding the final cost details from the company and its developer in order to provide to the State Tax Commission a notice of completion on the STC form. Could you please kindly confirm if the 2009 version linked below is appropriate to use or if there is an alternative prescribed template you prefer?

[SAMPLE PROJECT COMPLETION & FINAL COST LETTER \(michigan.gov\)](#)

Looking forward to speaking with you soon, thank you in advance for your assistance!

Warmly,



Aubrie Houchens | Tax Credits & Investment Advisory Services

Ernst & Young LLP

Direct: +1 (513) 612-1856 | Cell: +1 (513) 720-3963 | Aubrie.A.Houchens@ey.com

Website: <http://www.ey.com>

Time Zone: Mountain Time (U.S.)

CITY OF WARREN, MICHIGAN

OF24-00163

CERTIFICATE OF COMPLIANCE

This is to certify that the business at this address has been inspected under Permit Number

JCO23-0637

issued by the Division of Buildings and Safety Engineering. This address is in compliance with the requirements of the State Building Code, Warren Code of Ordinances, International Property Maintenance Code & Warren Zoning Ordinance. Permission is hereby granted to occupy the said premises as set forth in the corresponding application under which compliance is granted.

LOCATION	23500 MOUND BLDG 2
NAME OF BUSINESS OWNER	ERIC J MADDEN
NAME OF BUSINESS	HOME DEPOT USA INC
BUILDING USE GROUP	S-1


Inspector
5/16/2024
Date

Brownfield List of Bills - August 21, 2024**Required Formal Approval of the Following:**

<u>PAYEE</u>	<u>DATE OF INVOICE</u>	<u>AMOUNT</u>	<u>DETAILS</u>
Associated Environmental Services, LLC	8/19/2024 & 8/20/2024	6,750.00	Road, Warren, MI 12350 E. 9 Mile Road, Warren, MI 13041 Ten Mile Road, Warren, MI
TOTAL:		<u>6,750.00</u>	

Payments to Brownfield Developers

<u>PAYEE</u>	<u>DATE OF INVOICE</u>	<u>AMOUNT</u>	<u>DETAILS</u>	<u>TOTAL</u>
Lipari Lex Warren LP	05/30/24	\$409,758.91	2023 Tax Warrant	409,758.91
Universal Properties	05/30/24	282,962.82	2023 Tax Warrant	282,962.82
Penske Truck Leasing Co L.P./Star Warren	05/30/24	16,901.68	2023 Tax Warrant	16,901.68
Meijer Realty Company	05/30/24	264,316.56	2023 Tax Warrant	264,316.56
Schoenherr 10 LLC	05/30/24	132,158.28	2023 Tax Warrant	132,158.28
Warren 10 Mile LLC	05/30/24	25,529.71	2023 Tax Warrant	25,529.71
LeCom/J.A.L.Property	05/30/24	57,947.64	2023 Tax Warrant	50,769.20
LeCom/J.A.L.Property	10/18/23	-7,178.44	Correction to 2022 Tax Warrant-Lecom/J.A. L	
Macomb County	05/30/24	127.67	2023 Tax Warrant-Lecom/J.A.L.	1,553.03
Macomb County	10/18/23	1,425.36	Correction to 2022 Tax Warrant-Lecom/J.A. L	
City of Warren	05/30/24	443.49	2023 Tax Warrant-Lecom/J.A.L.	443.49
Macomb Community College	05/30/24	28.24	2023 Tax Warrant-Lecom/J.A.L.	28.24
MISD	05/30/24	1,214.87	2023 Tax Warrant-Lecom/J.A.L.	1,214.87
Warren Consolidated	05/30/24	10,993.50	2023 Tax Warrant-Lecom/J.A.L.	10,993.50
TOTAL		<u>\$1,196,630.29</u>		

<u>PAYEE</u>	<u>DATE OF INVOICE</u>	<u>AMOUNT</u>	<u>DETAILS</u>	<u>TOTAL</u>
DKM Holdings, LLC	Pd on 03/07/24	\$79,644.71	2023 Tax Warrant	79,644.71

**ASSOCIATED
ENVIRONMENTAL
SERVICES LLC**

40701 Woodward Avenue,
Suite 50
Bloomfield Hills, MI 48304

Invoice

Invoice Date	Invoice #
8/19/2024	24-2934

TAX ID: 02-0689762

Phone # 248-203-9898

Fax # 248-647-0526

Web Site www.associatedenvironmental.net

Bill To			Property			
City of Warren Community and Economic Development Dpt One City Square Warren, Macomb County, Michigan 48093 Attn: Tom Bommarito, Director			12350 E. 9 Mile Road Warren, MI			
Due Date	P.O. No.	Terms	Project Number			
8/19/2024		Due on receipt	2024071901.01 Brownfield Cons. - E 9 Mile			
Item/Labor	Description	Date of Work	Quantity	Rate	Unit	Amount
Nicholas Maloof	Prepare scope of work		0.8	225.00	Hour(s)	180.00
Nicholas Maloof	Review documents provided by WBRA		1.7	225.00	Hour(s)	382.50
Nicholas Maloof	Conduct research, review additional data		0.5	225.00	Hour(s)	112.50
Nicholas Maloof	Prepare DRAFT Summary Report		1.8	225.00	Hour(s)	405.00
Nicholas Maloof	Prepare DRAFT BRA Submittal Review Checklist		0.8	225.00	Hour(s)	180.00
Nicholas Maloof	Phone calls and emails		0.7	225.00	Hour(s)	157.50
Nicholas Maloof	Finalize Summary Report and Checklist; email Report to Tom and Tiffany at Warren BRA		0.9	225.00	Hour(s)	202.50

Make all checks payable to Associated Environmental Services, LLC.

Overdue accounts subject to a service charge of 1.5% per month.

THANK YOU FOR YOUR BUSINESS!

Total	\$1,620.00
Payments/Credits	\$0.00
Balance Due	\$1,620.00

**ASSOCIATED
ENVIRONMENTAL
SERVICES·LLC**

40701 Woodward Avenue,
Suite 50
Bloomfield Hills, MI 48304

Invoice

Invoice Date	Invoice #
8/19/2024	24-2933

TAX ID: 02-0689762

Phone # 248-203-9898

Fax # 248-647-0526

Web Site www.associatedenvironmental.net

Bill To			Property			
City of Warren Community and Economic Development Dpt One City Square Warren, Macomb County, Michigan 48093 Attn: Tom Bommarito, Director			15050-15150 E. 14 Mile Road Warren, MI			
Due Date	P.O. No.	Terms	Project Number			
8/19/2024		Due on receipt	2024071801.01 Brownfield Cons.- E 14 Mile			
Item/Labor	Description	Date of Work	Quantity	Rate	Unit	Amount
Nicholas Maloof	Prepare scope of work		0.8	225.00	Hour(s)	180.00
Nicholas Maloof	Review documents provided by WBRA		1.7	225.00	Hour(s)	382.50
Nicholas Maloof	Conduct research, review additional data		0.8	225.00	Hour(s)	180.00
Nicholas Maloof	Prepare DRAFT Summary Report		1.8	225.00	Hour(s)	405.00
Nicholas Maloof	Prepare DRAFT BRA Submittal Review Checklist		0.9	225.00	Hour(s)	202.50
Nicholas Maloof	Phone calls and emails; review additional documents		1	225.00	Hour(s)	225.00
Nicholas Maloof	Finalize Summary Report and Checklist; email Report to Tom and Tiffany at Warren BRA		0.9	225.00	Hour(s)	202.50

Make all checks payable to Associated Environmental Services, LLC.

Overdue accounts subject to a service charge of 1.5% per month.

THANK YOU FOR YOUR BUSINESS!

Total	\$1,777.50
Payments/Credits	\$0.00
Balance Due	\$1,777.50

**ASSOCIATED
ENVIRONMENTAL
SERVICES·LLC**

40701 Woodward Avenue,
Suite 50
Bloomfield Hills, MI 48304

Invoice

Invoice Date	Invoice #
8/20/2024	24-2935

TAX ID: 02-0689762

Phone # 248-203-9898

Fax # 248-647-0526

Web Site www.associatedenvironmental.net

Bill To	Property
City of Warren Community and Economic Development Dpt One City Square Warren, Macomb County, Michigan 48093 Attn: Tom Bommarito, Director	13041 Ten Mile Road Warren, MI

Due Date	P.O. No.	Terms	Project Number
8/19/2024		Due on receipt	2024071901.01 Brownfield Cons. - E 9 Mile

Item/Labor	Description	Date of Work	Quantity	Rate	Unit	Amount
Nicholas Maloof	Prepare scope of work		0.8	225.00	Hour(s)	180.00
Nicholas Maloof	Review documents provided by WBRA		6.8	225.00	Hour(s)	1,530.50
Nicholas Maloof	Conduct research, review additional data		1.1	225.00	Hour(s)	247.50
Nicholas Maloof	Prepare DRAFT Summary Report		2.3	225.00	Hour(s)	517.50
Nicholas Maloof	Prepare DRAFT BRA Submittal Review Checklist		1.2	225.00	Hour(s)	270.00
Nicholas Maloof	Phone calls and emails		1.8	225.00	Hour(s)	405.00
Nicholas Maloof	Finalize Summary Report and Checklist; email Report to Tom and Tiffany at Warren BRA		0.9	225.00	Hour(s)	202.50

Make all checks payable to Associated Environmental Services, LLC.

Overdue accounts subject to a service charge of 1.5% per month.

THANK YOU FOR YOUR BUSINESS!

Total	\$3,352.50
Payments/Credits	\$0.00
Balance Due	\$3,352.50

CITY of WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
LIPARI - Lex Warren LP - REAL PROPERTIES

Unit of Government	Total of 2 parcels, Ad Valorem only Taxes Levied	Pre Brownfield taxes to all Authorities Base Value x mill rate	30% of taxes to all Authorities Column B-D*30%	50% SET Captured for State Brownfield	Remaining taxes/ Captured taxes to Local Brownfield	10% Brownfield Admin fee from Captured taxes	Final Captured Taxes for Payout	cross-check
Macomb County Tax Levies:								
General County	\$10,321.09	\$2,532.56	\$2,336.58		\$5,451.98	\$545.20	\$4,906.78	\$10,321.09
Huron-Clinton Park	\$494.55	\$121.35	\$111.99		\$261.24	\$26.12	\$235.12	\$494.55
PA 280 - medical	\$0.00							
Smart	\$2,269.88	\$556.93	\$513.83		\$1,198.93	\$119.89	\$1,079.04	\$2,269.88
Veteran's Authority	\$164.85	\$40.45	\$37.32		\$67.08	\$6.71	\$78.37	\$164.85
Zoo Authority 100% to Authority	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DIA Institute 100% to Authority	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total Macomb County Tax Levies:	\$13,250.18							
City of Warren Tax Levies:								
Operating	\$18,892.71	\$4,891.21	\$4,503.45		\$10,598.05	\$1,059.81	\$9,457.25	\$18,892.71
Road Improvement	\$4,785.21	\$1,174.18	\$1,083.31		\$2,527.72	\$252.77	\$2,274.95	\$4,785.21
EMS	\$681.79	\$162.39	\$148.82		\$349.58	\$34.96	\$314.62	\$681.79
Library	\$3,031.10	\$743.76	\$688.20		\$1,601.14	\$160.11	\$1,441.03	\$3,031.10
Sanitation	\$6,629.87	\$1,626.82	\$1,500.92		\$3,502.14	\$350.21	\$3,151.92	\$6,629.87
Act 345 Police/Fire 100% to Authority	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Police Operating	\$2,219.27	\$544.56	\$502.41		\$1,172.30	\$117.23	\$1,055.07	\$2,219.27
Fire Operating	\$2,219.27	\$544.56	\$502.41		\$1,172.30	\$117.23	\$1,055.07	\$2,219.27
Police & Fire Extra Voted	\$11,167.09	\$2,740.14	\$2,528.08		\$5,898.86	\$589.89	\$5,308.97	\$11,167.09
Recreation	\$2,209.24	\$542.10	\$500.14		\$1,167.00	\$116.70	\$1,050.30	\$2,209.24
Total City of Warren Tax Levies:	\$92,816.67							
Macomb Com College Tax Levies:								
Operating	\$3,363.20	\$825.25	\$761.38		\$1,776.56	\$177.66	\$1,598.81	\$3,363.20
Debt Service	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$3,363.20							
Macomb Intermediate Sch Dist Tax Levies:								
Operating	\$11,061.73	\$2,714.29	\$2,504.23		\$5,843.21	\$584.32	\$5,258.88	\$11,061.73
Debt	\$191.13	\$48.90	\$43.27		\$100.96	\$10.10	\$90.87	\$191.13
Total Macomb ISD Tax Levies Captured:	\$11,252.86							
State Education Tax Levies:								
SET	\$14,334.85	\$3,517.44	\$3,245.22	\$3,786.09	\$3,786.09	\$378.61	\$3,407.48	\$14,334.85
Total State Education Tax Levies Captured:	\$14,334.85							
Warren Woods School District Tax Levies:								
Operating (Non-Homesead) Real	\$8,150.94	\$10,552.32	-\$720.41		-\$1,680.97	-\$168.10	-\$1,512.87	\$8,150.94
Operating (Non-Homesead) Personal	\$11,617.87	\$3,517.44	\$2,430.13		\$5,670.30	\$567.03	\$5,103.27	\$11,617.87
School Debt 100% to Authority	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total Warren Woods S D Tax Levies Captured:	\$19,768.81							
Total - All Tax Levies:	\$114,786.47				\$5,039.46		\$45,366.04	\$114,786.47
Total Admin. Fees Levied:	\$820.13							
Grand Total - All Tax Levies:	\$115,605.60	\$37,384.64	\$23,220.25	\$3,786.09	\$50,394.48			\$114,786.47

Mitchell Elrod, MMAO
R-9466
Certification No.

May 30, 2024
Date

CITY of WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
LIPARI - Lex Warren LP - IFT PROPERTIES

Unit of Government:	Total of 2 parcels, IFT only Taxes Levied	Pre Brownfield taxes to all Authorities Base Value x mill rate	30% of taxes to all Authorities Column B-D*30%	50% SET Captured for State Brownfield	Remaining taxes/ Captured taxes to Local Brownfield	10% Brownfield Admin fee from Captured taxes	Final Captured Taxes for Payout	cross-check
Macomb County Tax Levies:								
General County	\$46,392.21	\$0.00	\$13,917.66		\$32,474.55	\$3,247.46	\$29,227.10	\$46,392.21
Huron-Clinton Park	\$2,222.96	\$0.00	\$666.89		\$1,556.07	\$155.61	\$1,400.46	\$2,222.96
PA 280 - medical	\$0.00							
Smart	\$10,201.99	\$0.00	\$3,060.60		\$7,141.39	\$714.14	\$6,427.25	\$10,201.99
Veteran's Authority	\$740.99	\$0.00	\$222.30		\$518.69	\$51.87	\$466.82	\$740.99
Zoo Authority 100% to Authority								
DIA Institute 100% to Authority								
Total Macomb County Tax Levies:	\$59,558.15							
City of Warren Tax Levies:								
Operating	\$89,415.62	\$0.00	\$26,824.69		\$62,590.94	\$6,259.09	\$56,331.84	\$89,415.62
Road Improvement	\$21,509.02	\$0.00	\$6,452.71		\$15,056.31	\$1,505.63	\$13,550.68	\$21,509.02
EMS	\$2,974.69	\$0.00	\$892.41		\$2,082.28	\$208.23	\$1,874.05	\$2,974.69
Library	\$13,624.49	\$0.00	\$4,067.35		\$9,557.14	\$955.71	\$8,583.43	\$13,624.49
Sanitation	\$29,800.55	\$0.00	\$8,940.17		\$20,860.39	\$2,086.04	\$18,774.35	\$29,800.55
Act 345 Police/Fire 100% to Authority								
Police Operating	\$9,975.40	\$0.00	\$2,992.62		\$6,982.78	\$698.28	\$6,284.50	\$9,975.40
Fire Operating	\$9,975.40	\$0.00	\$2,992.62		\$6,982.78	\$698.28	\$6,284.50	\$9,975.40
Police & Fire Extra Voted	\$50,194.87	\$0.00	\$15,058.46		\$35,136.41	\$3,513.64	\$31,622.77	\$50,194.87
Recreation	\$9,930.30	\$0.00	\$2,979.09		\$6,951.21	\$695.12	\$6,256.09	\$9,930.30
Total City of Warren Tax Levies:	\$237,400.34							
Macomb Com College Tax Levies:								
Operating	\$15,117.20	\$0.00	\$4,535.16		\$10,582.04	\$1,058.20	\$9,523.84	\$15,117.20
Debt Service	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$15,117.20							
Macomb Intermediate Sch Dist Tax Levies:								
Operating	\$49,721.29	\$0.00	\$14,916.39		\$34,804.90	\$3,480.49	\$31,324.41	\$49,721.29
Debt	\$859.12	\$0.00	\$257.73		\$601.39	\$60.14	\$541.24	\$859.12
Total Macomb ISD Tax Levies Captured:	\$49,721.29							
State Education Tax Levies:								
SET	\$81,846.50	\$0.00	\$18,493.95	\$21,576.27	\$21,576.27	\$2,157.63	\$19,418.65	\$81,846.50
Total State Education Tax Levies Captured:	\$81,846.50							
Warren Woods School District Tax Levies:								
Operating (Non-Homeslead)	\$184,939.50	\$0.00	\$55,481.85		\$129,457.65	\$12,945.76	\$116,511.89	\$184,939.50
School Debt 100% to Authority								
Total Warren Woods S D Tax Levies Captured:	\$184,939.50							
Total - All Tax Levies:	\$608,362.98					\$40,488.32	\$564,403.67	\$608,242.10
Total Admin. Fees Levied:	\$5,235.86							
Grand Total - All Tax Levies:	\$613,618.84	\$0.00	\$182,772.63	\$21,576.27	\$404,893.19			\$609,242.10

Mitchell Elrod, MMAO

R-9468
Certification No.

May 30, 2024
Date

CITY of WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
UNIVERSAL PROPERTIES

Unit of Government:	Total Taxes Levied of all parcels. Real & Personal	Pre Brownfield taxes to all Authorities Base Value x mill rate	20% of taxes to all Authorities Column B-D*20%	Remaining taxes/ Captured taxes to Local Brownfield	10% Brownfield Admin fee from Captured taxes	Final Captured Taxes for Payout	cross-check
Macomb County Tax Levies:							
General County	\$83,738.17	\$32,822.55	\$6,222.72	\$24,890.89	\$2,489.09	\$22,401.80	\$83,738.17
Huron-Clinton Park	\$3,054.02	\$1,583.16	\$298.17	\$1,192.89	\$119.27	\$1,073.42	\$3,054.02
PA 280 - medical	\$0.00						\$0.00
Smart	\$14,018.08	\$7,173.94	\$1,368.42	\$5,473.89	\$547.37	\$4,926.32	\$14,018.08
Veteran's Authority	\$1,018.01	\$521.05	\$99.39	\$397.58	\$39.76	\$357.81	\$1,018.01
Zoo Authority 100% to Authority	\$1,394.23						\$1,394.23
DIA Institute 100% to Authority	\$2,885.83						\$2,885.83
Total Macomb County Tax Levies:	\$88,104.32						
City of Warren Tax Levies:							
Operating	\$122,844.09	\$82,878.20	\$11,993.58	\$47,974.32	\$4,797.43	\$43,176.88	\$122,844.09
Road Improvement	\$29,550.27	\$15,124.93	\$2,885.07	\$11,540.27	\$1,154.03	\$10,386.24	\$29,550.27
EMS	\$4,086.79	\$2,091.77	\$398.00	\$1,598.01	\$159.60	\$1,438.41	\$4,086.79
Library	\$18,718.07	\$9,580.61	\$1,827.49	\$7,309.97	\$731.00	\$6,578.97	\$18,718.07
Sanitation	\$40,841.84	\$20,955.48	\$3,997.24	\$15,988.94	\$1,598.89	\$14,390.05	\$40,841.84
Act 345 Police/Fire 100% to Authority	\$73,544.46	\$7,014.80	\$1,338.03	\$5,352.12	\$535.21	\$4,816.91	\$73,544.46
Police Operating	\$13,704.75	\$7,014.80	\$1,338.03	\$5,352.12	\$535.21	\$4,816.91	\$13,704.75
Fire Operating	\$13,704.75	\$7,014.80	\$1,338.03	\$5,352.12	\$535.21	\$4,816.91	\$13,704.75
Police & Fire Extra Voted	\$88,980.47	\$35,298.55	\$6,732.78	\$26,831.14	\$2,683.11	\$24,238.03	\$88,980.47
Recreation	\$13,642.79	\$8,982.89	\$1,331.98	\$5,327.92	\$532.79	\$4,795.15	\$13,642.79
Total City of Warren Tax Levies:	\$399,688.08						
Macomb Com College Tax Levies:							
Operating	\$20,768.84	\$10,830.27	\$2,027.71	\$8,116.86	\$811.09	\$7,299.77	\$20,768.84
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$20,768.84						
Macomb Intermediate Sch Dist Tax Levies:							
Operating	\$89,490.13	\$35,687.65	\$6,784.50	\$27,137.89	\$2,713.80	\$24,424.19	\$89,490.13
Total Macomb ISD Tax Levies Captured:	\$89,490.13						
State Education Tax Levies:							
SET	\$88,522.48	\$45,309.10	\$8,042.67	\$34,570.68	\$3,457.07	\$31,113.62	\$88,522.48
Total State Education Tax Levies Captured:	\$88,522.48						
Warren Cons. School District Tax Levies:							
Operating (Non-Homestead)	\$199,873.62	\$114,575.92	\$17,018.54	\$88,078.16	\$8,807.82	\$81,270.34	\$199,873.62
Operating Commercial Personal	\$18,172.73	\$5,899.91	\$2,860.58	\$10,642.28	\$1,064.23	\$9,578.03	\$18,172.73
Operating Supplemental	\$11,774.22	\$3,604.79	\$1,533.89	\$6,535.54	\$653.55	\$5,881.99	\$11,774.22
School Debt	\$70,522.89						\$70,522.89
Total Warren Cons. S D Tax Levies Captured:	\$301,143.46						
Total - All Tax Levies:	\$965,727.29			\$314,403.13	\$31,440.31	\$282,962.82	\$965,727.29
Total Admin. Fees Levied:	\$5,628.65						
Grand Total - All Tax Levies:	\$971,355.94						
TOTAL TIR DISPERSEMENTS:				\$31,440.31	\$282,962.82		

Mitchell Elrod, MMAO

R-9466
Certification No.

May 30, 2024
Date

CITY of WARREN WARRANT and CERTIFICATION OF TAXES LEVIED 2023 - Brownfield Captured Value Tax Summary STAR WARREN

Unit of Government	Total Ad Valorem Taxes Levied	Total Taxes Paid	Captured Taxes Ad Valorem Star Warren
Macomb County Tax Levies:			
General County	\$2,348.68	\$2,348.67	\$1,391.54
Huron-Clinton Park	\$112.54	\$112.53	\$66.68
PA 280 - medical	\$0.00	\$0.00	\$0.00
Smart	\$516.49	\$516.49	\$306.01
Veteran's Authority	\$37.51	\$37.50	\$22.23
Zoo Authority	\$51.38	\$51.37	\$0.00
DIA Institute	\$106.34	\$106.34	\$0.00
Total Macomb County Tax Levies Captured:	\$3,172.95	\$3,172.90	\$1,786.46
City of Warren Tax Levies:			
Operating	\$4,526.81	\$4,526.80	\$2,682.03
Road Improvement	\$1,088.93	\$1,088.91	\$645.17
BUS	\$150.60	\$150.58	\$89.23
Library	\$689.76	\$689.76	\$408.67
Sanitation	\$1,508.70	\$1,508.69	\$893.87
Act 345 Police/Fire	\$2,710.12	\$2,710.11	\$299.21
Police Operating	\$505.02	\$505.01	\$299.21
Police & Fire Extra Voted	\$2,541.20	\$2,541.19	\$1,505.60
Recreation	\$502.74	\$502.73	\$297.86
Total City of Warren Tax Levies Captured:	\$14,728.89	\$14,728.79	\$7,120.86
Macomb Community College Tax Levies:			
Operating	\$765.33	\$765.33	\$453.44
Debt Service	\$0.00	\$0.00	\$0.00
Total Macomb C C Tax Levies Captured:	\$765.33	\$765.33	\$453.44
Macomb Intermediate Sch Dist Tax Levies:			
Operating	\$2,517.22	\$2,517.21	\$1,491.40
Debt	\$43.49	\$43.48	\$24.06
Total Macomb ISD Tax Levies Captured:	\$2,560.71	\$2,560.69	\$1,515.46
State Education Tax Levies:			
SET	\$3,262.06	\$3,262.05	\$966.35
Total State Education Tax Levies Captured:	\$3,262.06	\$3,262.05	\$966.35
Warren Woods School District Tax Levies:			
Operating (Non-Homestead)	\$9,366.48	\$9,366.48	\$5,414.40
Operating Commercial Personal	\$139.80	\$139.80	\$127.90
School Debt	\$4,403.76	\$4,403.76	\$0.00
Total Warren Woods S D Tax Levies Captured:	\$13,910.15	\$13,910.13	\$5,542.30
Sub-Total - All Tax Levies:	\$38,356.60	\$38,399.89	\$17,384.86
Total Admin. Fees Levied:			
	\$236.70	\$236.70	\$0.00
Grand Total - All Tax Levies:	\$38,593.30	\$38,636.59	\$17,384.86
Special Assessments:			
	\$0.00	\$0.00	\$0.00
Total Tax Warrant Amount:	\$38,593.30	\$38,636.59	
Total Dispersed to City and Local Authorities:			
	\$7,607.93	\$7,607.93	\$7,607.93
Total Dispersed to Developer:			
	\$17,384.86	\$17,384.86	\$17,384.86

483.17
483.18
Due to City of Warren

16,901.68

CITY OF WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
 2023 - Brownfield Captured Value Tax Summary
 Schoenherr 10 (Meijer)

Unit of Government	Total Ad Valorem Taxes Levied	Total Taxes Paid	Captured Taxes Ad Valorem Meijer
Macomb County Tax Levies:			
General County	\$42,887.36	\$42,692.93	\$34,806.97
Huron-Clinton Park	\$2,055.02	\$2,045.66	\$1,667.83
PA 280 - medical	\$0.00	\$0.00	
Smart	\$9,431.25	\$9,388.46	\$7,654.31
Velan's Authority	\$685.01	\$681.87	\$555.94
Zoo Authority	\$938.16	\$933.89	
DIA Institute	\$1,941.84	\$1,933.01	
Total Macomb County Tax Levies Captured:	\$57,938.64	\$57,675.82	\$44,686.06
City of Warren Tax Levies:			
Operating	\$82,660.42	\$82,285.71	\$67,086.41
Road Improvement	\$19,884.05	\$19,793.90	\$16,137.70
EMS	\$2,749.95	\$2,737.46	\$2,231.84
Library	\$12,595.18	\$12,538.06	\$10,222.13
Sanitation	\$27,549.17	\$27,424.27	\$22,358.64
Act 345 Police/Fire	\$48,487.25	\$49,262.90	
Police Operating	\$9,221.77	\$9,179.85	\$7,484.30
Fire Operating	\$9,221.77	\$9,179.85	\$7,484.30
Police & Fire Extra Voted	\$46,402.73	\$46,192.38	\$37,680.01
Recreation	\$9,180.08	\$9,138.45	\$7,450.46
Total City of Warren Tax Levies Captured:	\$288,952.38	\$287,733.03	\$178,115.81
Macomb Community College Tax Levies:			
Operating	\$13,975.12	\$13,911.74	\$11,342.08
Debt Service	\$0.00	\$0.00	\$0.00
Total Macomb C C Tax Levies Captured:	\$13,975.12	\$13,911.74	\$11,342.08
Macomb Intermediate Sch Dist Tax Levies:			
Operating	\$45,964.92	\$45,766.84	\$37,304.69
Debt	\$794.21	\$790.58	\$427.80
Total Macomb ISD Tax Levies Captured:	\$46,759.13	\$46,547.12	\$37,732.50
State Education Tax Levies:			
SET	\$59,565.77	\$59,295.75	\$24,171.51
Total State Education Tax Levies Captured:	\$59,565.77	\$59,295.75	\$24,171.51
Van Dyke School District Tax Levies:			
Operating (Non-Homestead)	\$129,924.23	\$129,924.23	\$96,255.95
Operating Commercial Personal	\$16,257.70	\$15,987.68	\$18,257.70
School Debt	\$88,997.22	\$88,593.79	
Total Van Dyke S D Tax Levies Captured:	\$235,179.15	\$234,505.70	\$112,513.65
Sub-Total - All Tax Levies:	\$681,575.98	\$679,669.16	\$408,560.60
Total Admin. Fees Levied:	\$4,234.76	\$4,119.31	
Total Interest Levied:	\$4,397.95	\$4,305.46	
Grand Total - All Tax Levies:	\$685,810.74	\$683,788.47	\$408,560.60
Special Assessments:	\$0.00	\$0.00	
Total Tax Warrant Amount:	\$685,810.74	\$683,788.47	

Total Dispersed to City and Local Authorities: **\$277,250.15**

Total for City and Local Authorities: **\$679,598.16**

Total Dispersed to Developer:

\$408,560.60

-12,805.76 = 396,474.81
 2/3 margin 264,316.56
 1/3 Schenck 132,158.25

12,805.76 = 396,474.81
 2/3 margin 264,316.56
 1/3 Schenck 132,158.25

Michell Elrod, MMAO
 R-9466
 Certification No.
 May 30, 2024
 Date

CITY OF WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
Warren 10 Mile LLC

Unit of Government:	Total Ad Valorem Taxes Levied	Total Taxes before admin fee	10% Admin Fee Plus \$5,000	Captured Taxes Ad Valorem Macomb South
Macomb County Tax Levies:				
General County	\$11,279.99	\$4,329.15	\$432.91	\$3,896.23
Huron-Clinton Park	\$540.50	\$207.44	\$20.74	\$186.69
Drain Debt	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$2,480.55	\$952.01	\$95.20	\$856.81
Warren's Authority	\$180.17	\$69.15	\$6.91	\$62.23
Zoo Authority	\$246.75	\$95.10	\$9.51	\$85.59
DIA Institute	\$510.73	\$196.73	\$19.67	\$177.06
Total Macomb County Tax Levies Captured:	\$15,239.69	\$5,567.75	\$556.77	\$5,010.97
City of Warren Tax Levies:				
Operating	\$21,740.87	\$8,243.04	\$824.30	\$7,418.74
Debt Services	\$5,229.79	\$2,007.14	\$200.71	\$1,806.43
BUS	\$723.28	\$277.59	\$27.76	\$249.83
Library	\$3,312.71	\$1,271.39	\$127.14	\$1,144.25
Sanitation	\$7,245.82	\$2,780.88	\$278.09	\$2,502.79
Act 345 Police/Fire	\$13,015.85	\$500.87	\$50.09	\$450.78
Police Operating	\$2,425.46	\$930.87	\$93.09	\$837.78
Fire Operating	\$2,425.46	\$930.87	\$93.09	\$837.78
Police & Fire Extra Voted	\$12,204.58	\$4,594.00	\$459.40	\$4,134.60
Recreation	\$2,414.49	\$914.69	\$91.47	\$823.22
Total City of Warren Tax Levies Captured:	\$70,735.31	\$25,153.32	\$2,515.33	\$22,637.99
Macomb Community College Tax Levies:				
Operating	\$3,675.66	\$1,410.89	\$141.07	\$1,269.81
Debt Services	\$0.00	\$0.00	\$0.00	\$0.00
Total Macomb C C Tax Levies Captured:	\$3,675.66	\$1,410.89	\$141.07	\$1,269.81
Macomb Intermediate Sch Dist Tax Levies:				
Operating	\$12,288.32	\$4,719.99	\$471.99	\$4,247.99
Debt	\$308.86	\$117.17	\$11.72	\$105.45
Total Macomb ISD Tax Levies Captured:	\$12,597.18	\$4,837.16	\$483.71	\$4,353.44
State Education Tax Levies:				
SET	\$0.00	\$0.00	\$0.00	\$0.00
Total State Education Tax Levies Captured:	\$0.00	\$0.00	\$0.00	\$0.00
Van Dyke School District Tax Levies:				
Operating (Non-Homestead)	\$46,999.94	\$17,599.94	\$1,759.99	\$1,583.95
Operating Commercial Personal	\$0.00	\$0.00	\$0.00	\$0.00
School Debt	\$23,407.54	\$9,362.82	\$936.28	\$8,426.54
Total Van Dyke S D Tax Levies Captured:	\$70,407.48	\$26,962.76	\$2,696.27	\$2,410.49
Sub-Total - All Tax Levies:	\$172,567.34	\$63,921.89	\$6,392.19	\$57,529.71
Total Admin. Fees Levied:				
	\$1,172.82	\$1,172.82	\$0.00	\$0.00
Grand Total - All Tax Levies:	\$173,740.16	\$65,094.71	\$6,392.19	\$57,529.71
Total Tax Warrant Amount:				
	\$173,740.16	\$65,094.71	\$6,392.19	\$57,529.71

Total Dispersed to City and Local Authorities: \$148,210.46

Total Dispersed to Developer: \$25,329.71

Mitchell Elrod, MMAO
 R-9466
 May 30, 2024

CITY of WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
LeCom/J.A.L. Property Ad Valorem Captured Value Tax Summary

Unit of Government:	Total of 3 parcels. Ad Valorem only Taxes Levied	Amount DDA Capture	Brownfield Capture After DDA Column C-D	10% of taxes to all Authorities Column E-F*10%	50% SET Captured for State Brownfield Column G	Remaining taxes/ Captured taxes to Local Brownfield Column H	20% Split to all Authorities Column I*20%	Final Captured BRN Taxes for Payout	Brownfield cross-check	Total cross check
Macomb County Tax Levies:										
General County	\$5,157.48	\$4,676.01	\$481.47	\$48.15		\$433.32	\$86.66	\$346.66	\$481.47	\$5,157.48
Huron-Clinton Park	\$247.13	\$224.08	\$23.07	\$2.31		\$20.76	\$4.15	\$16.61	\$23.07	\$247.13
PA 280 - medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$1,134.17	\$1,028.29	\$105.88	\$10.59		\$95.29	\$19.08	\$76.23	\$105.88	\$1,134.17
Veteran's Authority	\$82.38	\$0.00	\$82.38	\$8.24		\$74.14	\$14.83	\$59.31	\$82.38	\$82.38
Zoo Authority 100% to Authority	\$112.82	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$112.82
DIA Institute 100% to Authority	\$233.52	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$233.52
Total Macomb County Tax Levies:	\$9,857.49	\$6,928.36	\$692.79	\$69.28		\$823.51	\$124.70	\$488.81	\$692.79	\$9,857.49
City of Warren Tax Levies:										
Operating	\$9,940.44	\$9,012.47	\$927.97	\$92.80		\$935.17	\$167.03	\$868.14	\$927.97	\$9,940.44
Road Improvement	\$2,391.18	\$2,167.86	\$223.22	\$22.32		\$200.90	\$40.18	\$160.72	\$223.22	\$2,391.18
EMS	\$330.70	\$299.83	\$30.87	\$3.09		\$27.78	\$5.56	\$22.22	\$30.87	\$330.70
Library	\$1,514.65	\$1,373.26	\$141.40	\$14.14		\$127.26	\$25.45	\$101.81	\$141.40	\$1,514.65
Sanitation	\$3,312.08	\$3,063.69	\$308.27	\$30.83		\$278.34	\$55.67	\$222.68	\$308.27	\$3,312.08
Act 345 Police/Fire 100% to Authority	\$5,951.15	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$5,951.15
Police Operating	\$1,108.88	\$1,005.45	\$103.53	\$10.35		\$93.17	\$18.63	\$74.54	\$103.53	\$1,108.88
Fire Operating	\$1,108.88	\$1,005.45	\$103.53	\$10.35		\$93.17	\$18.63	\$74.54	\$103.53	\$1,108.88
Police & Fire Extra Voted	\$5,000.22	\$5,009.29	\$820.93	\$82.09		\$468.84	\$93.77	\$375.07	\$820.93	\$5,000.22
Recreation	\$1,103.88	\$1,000.80	\$103.08	\$10.31		\$92.78	\$18.55	\$74.23	\$103.08	\$1,103.88
Total City of Warren Tax Levies:	\$32,343.22	\$23,928.29	\$2,463.78	\$246.38		\$2,217.40	\$443.48	\$1,773.92	\$2,463.78	\$32,343.22
Macomb Com College Tax Levies:										
Operating	\$1,680.60	\$1,523.71	\$156.89	\$15.69		\$141.20	\$28.24	\$112.96	\$156.89	\$1,680.60
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$1,680.60	\$1,523.71	\$156.89	\$15.69		\$141.20	\$28.24	\$112.96	\$156.89	\$1,680.60
Macomb Intermediate Sch Dist Tax Levies:										
Operating	\$5,527.57	\$0.00	\$5,527.57	\$552.76		\$4,974.81	\$994.96	\$3,979.85	\$5,527.57	\$5,527.57
Debt	\$95.51	\$0.00	\$95.51	\$9.55		\$85.96	\$17.19	\$68.77	\$95.51	\$95.51
Total Macomb ISD Tax Levies Captured:	\$5,623.08	\$0.00	\$5,623.08	\$562.31	\$0.00	\$5,060.77	\$1,012.15	\$4,048.62	\$5,623.08	\$5,623.08
State Education Tax Levies:										
SET	\$7,163.16	\$0.00	\$7,163.16	\$716.32	\$3,223.42	\$3,223.42	\$644.68	\$2,578.74	\$7,163.16	\$7,163.16
Total State Education Tax Levies Captured:	\$7,163.16	\$0.00	\$7,163.16	\$716.32	\$3,223.42	\$3,223.42	\$644.68	\$2,578.74	\$7,163.16	\$7,163.16
Warren Cons. School District Tax Levies:										
Operating Non-PRE (Real Parcel)	\$3,414.26	\$0.00	\$3,414.26	\$341.43		\$3,072.84	\$614.57	\$2,458.27	\$3,414.26	\$3,414.26
Operating (Commercial Persons)	\$5,812.00	\$0.00	\$5,812.00	\$581.20		\$5,050.80	\$1,010.15	\$4,040.64	\$5,812.00	\$5,812.00
Operating Supplemental	\$3,446.40	\$0.00	\$3,446.40	\$344.64		\$3,101.76	\$620.35	\$2,481.41	\$3,446.40	\$3,446.40
School Debt	\$5,705.65	\$0.00	\$5,705.65	\$570.57		\$5,135.09	\$1,027.20	\$4,107.89	\$5,705.65	\$5,705.65
Total Warren Cons. SD Tax Levies Cap:	\$18,179.31	\$0.00	\$18,179.31	\$1,817.83		\$16,361.38	\$3,272.28	\$13,089.11	\$18,179.31	\$18,179.31
Total - All Tax Levies:	\$71,956.86	\$31,380.36	\$34,279.00	\$3,427.80	\$3,223.42	\$27,627.68	\$5,625.54	\$22,102.15	\$34,279.00	\$71,956.86
Total Admin. Fees Levied:	\$386.11	\$0.00								
Total Interest Fees Levied:	\$192.59									
Grand Total - All Tax Levies:	\$72,545.56	\$31,380.36	\$34,279.00	\$3,427.80	\$3,223.42	\$27,627.68	\$5,625.54	\$22,102.15	\$34,279.00	\$71,956.86
Total Dispersed to City and Local Authorities: \$12,176.86										
Total Dispersed to DDA: \$31,380.36										
Total Dispersed to Developer: \$22,102.15										

CITY of WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2023 - Brownfield Captured Value Tax Summary
LeCom/J.A.L. Property CFT New & Frozen Captured Value Tax Summary

Unit of Government:	Total of 3 parcels. Ad Valorem only Taxes Levied	Amount DDA Capture	Brownfield Capture After DDA Column C-D	10% of taxes to all Authorities Column B-D*10%	50% SET Captured for State Brownfield	Remaining taxes/ Captured taxes to Local Brownfield	20% Split to all Authorities Column H*20%	Final Captured BRM Taxes for Payout	Brownfield cross-check	Total cross check
Macomb County Tax Levies:										
General County	\$1,033.86	\$1,033.86	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,033.86
Hamm-Gilston Park	\$49.54	\$49.54	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$49.54
PA 280 - medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$227.35	\$227.35	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$227.35
Veteran's Authority	\$16.61	\$0.00	\$16.61	\$1.66		\$14.95	\$2.97	\$11.99	\$16.61	\$16.61
Zoo Authority 100% to Authority	\$22.62	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$22.62
DIA Institute 100% to Authority	\$46.81	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$46.81
Total Macomb County Tax Levies:	\$1,386.70	\$1,310.75	\$16.62	\$1.66		\$14.97	\$2.97	\$11.99	\$16.52	\$1,366.70
City of Warren Tax Levies:										
Operating	\$1,992.65	\$1,992.65	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,992.65
Road Improvement	\$478.33	\$478.33	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$478.33
EMS	\$68.29	\$68.29	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$68.29
Library	\$303.63	\$303.63	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$303.63
Sanitation	\$684.11	\$684.11	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$684.11
Act 345 Police/Fire 100% to Authority	\$1,192.96	\$1,192.96	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,192.96
Police Operating	\$222.30	\$222.30	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$222.30
Fire Operating	\$222.30	\$222.30	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$222.30
Police & Fire Extra Voted	\$1,118.61	\$1,118.61	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,118.61
Recreation	\$221.30	\$221.30	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$221.30
Total City of Warren Tax Levies:	\$6,483.49	\$6,483.48	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$6,483.49
Macomb Com College Tax Levies:										
Operating	\$336.89	\$336.89	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$336.89
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$336.89	\$336.89	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$336.89
Macomb Intermediate Sch Dist Tax Levies:										
Operating	\$1,108.05	\$0.00	\$1,108.05	\$110.81		\$997.25	\$189.45	\$797.80	\$1,108.05	\$1,108.05
Debt	\$19.15	\$1.00	\$18.15	\$1.81		\$16.33	\$3.27	\$13.06	\$19.15	\$19.15
Total Macomb ISD Tax Levies Captured:	\$1,127.20	\$1.00	\$1,126.20	\$112.62	\$0.00	\$1,013.58	\$202.72	\$810.86	\$1,126.20	\$1,127.20
State Education Tax Levies:										
SET	\$11,494.02	\$0.00	\$11,494.02	\$1,149.40	\$5,172.31	\$5,172.31	\$1,034.46	\$4,137.85	\$11,494.02	\$11,494.02
Total State Education Tax Levies Captured:	\$11,494.02	\$0.00	\$11,494.02	\$1,149.40	\$5,172.31	\$5,172.31	\$1,034.46	\$4,137.85	\$11,494.02	\$11,494.02
Warren Cons. School District Tax Levies:										
Operating Non-FIRE (Real Parces)	\$33,738.78	\$0.00	\$33,738.78	\$3,373.88		\$30,364.90	\$6,072.98	\$24,291.92	\$33,738.78	\$33,738.78
Operating (Commercial Persons)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Supplemental	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
School Debt	\$9,156.90	\$0.00	\$9,156.90	\$915.69		\$8,241.21	\$1,648.24	\$6,592.97	\$9,156.90	\$9,156.90
Total Warren Cons. SD Tax Levies Captured:	\$42,895.68	\$0.00	\$42,895.68	\$4,289.57		\$38,606.11	\$7,721.22	\$30,884.89	\$42,895.68	\$42,895.68
Total - All Tax Levies:	\$63,733.97	\$8,132.12	\$65,632.42	\$6,663.24	\$5,172.31	\$44,806.87	\$8,961.38	\$35,845.49	\$65,632.42	\$63,733.97
Total Admin. Fees Levied:	\$572.48	\$0.00								
Total Interest Fees Levied:	\$988.61									
Grand Total - All Tax Levies:	\$65,285.27	\$8,132.12	\$65,632.42	\$6,663.24	\$5,172.31	\$44,806.87	\$8,961.38	\$35,845.49	\$65,632.42	\$63,733.97
<div> <div>Total Dispersed to City and Local Authorities:</div> <div>Total Dispersed to DDA:</div> <div>Total Dispersed to Developer:</div> </div> <div> <div>\$19,686.93</div> <div>\$8,132.12</div> <div>\$35,845.49</div> </div>										

Mitchell Elrod, MMAO

R-9466
Certification No.

May 30, 2024
Date

Corrected

CITY OF WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2022 - Brownfield Captured Value Tax Summary - UPDATED
LeCom/J.A.L. Property Ad Valorem Captured Value Tax Summary

Unit of Government	Total of 3 parcels, Ad Valorem only Taxes Levied	Amount DPA Capture	Brownfield Capture After DPA Column C-D	10% of taxes to all Authorites Column E-D*10%	50% SET Captured for State Brownfield	Remaining taxes/ Captured taxes to Local Brownfield	20% Split to all Authorites Column H*20%	Final Captured BRN Taxes for Payment	Brownfield cross-check	Total cross-check
Macomb County Tax Levies:										
General County	\$6,237.46	\$4,676.01	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$4,676.01
Hunt-Citizen Park	\$288.88	\$224.66	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$224.66
PA 280 - medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$1,871.67	\$1,828.88	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,828.88
Voters/A Authority	\$94.14	\$0.00	\$94.14	\$9.41		\$84.73	\$16.95	\$67.78	\$94.14	\$94.14
Zoo Authority 100% to Authority	\$136.44	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$136.44
DIA Institute 100% to Authority	\$282.42	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$282.42
Total Macomb County Tax Levies:	\$8,421.02	\$6,928.36	\$94.14	\$9.41		\$84.73	\$16.95	\$67.78	\$94.14	\$6,441.38
City of Warren Tax Levies:										
Operating	\$12,022.01	\$9,012.47	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$9,012.47
Road Improvements	\$2,881.91	\$2,167.96	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$2,167.96
SMS	\$558.66	\$299.83	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$299.83
Library	\$1,831.83	\$1,373.25	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,373.25
Sanitation	\$4,066.71	\$3,603.69	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$3,603.69
Act 345 Police/Fire 100% to Authority	\$7,197.25	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$7,197.25
Police Operating	\$1,341.20	\$1,006.65	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,006.65
Fire Operating	\$1,041.20	\$1,006.65	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,006.65
Police & Fire Extra Voted	\$6,748.78	\$5,099.29	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$5,099.29
Recreation	\$1,335.14	\$1,000.90	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.90
Total City of Warren Tax Levies:	\$39,116.04	\$29,529.23	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$29,529.23
Macomb Com College Tax Levies:										
Operating	\$2,022.82	\$1,529.71	\$508.81	\$50.88		\$467.93	\$91.59	\$366.34	\$508.81	\$2,032.82
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$2,022.82	\$1,529.71	\$508.81	\$50.88		\$467.93	\$91.59	\$366.34	\$508.81	\$2,032.82
Macomb Intermediate Sch Dist Tax Levies:										
Operating	\$6,885.07	\$0.00	\$6,885.07	\$688.51		\$6,196.56	\$1,203.31	\$4,993.25	\$6,885.07	\$6,885.07
Total Macomb ISD Tax Levies Capture:	\$6,885.07	\$0.00	\$6,885.07	\$688.51		\$6,196.56	\$1,203.31	\$4,993.25	\$6,885.07	\$6,885.07
State Education Tax Levies:										
BUT	\$8,663.16	\$0.00	\$8,663.16	\$866.32	\$2,886.42	\$3,898.42	\$779.68	\$3,118.74	\$8,663.16	\$8,663.16
Total State Education Tax Levies Caplu:	\$8,663.16	\$0.00	\$8,663.16	\$866.32	\$2,886.42	\$3,898.42	\$779.68	\$3,118.74	\$8,663.16	\$8,663.16
Warren Cons. School District Tax Levies:										
Operating Non-PRE (Real Payee)	\$25,429.26	\$0.00	\$25,429.26	\$2,542.93		\$22,886.34	\$4,877.27	\$18,009.07	\$25,429.26	\$25,429.26
Operating (Commercial Personal)	\$6,182.84	\$0.00	\$6,182.84	\$618.28		\$5,564.56	\$1,158.55	\$4,406.01	\$6,182.84	\$6,182.84
Operating Supplemental	\$3,873.01	\$0.00	\$3,873.01	\$387.30		\$3,485.71	\$717.14	\$2,768.57	\$3,873.01	\$3,873.01
School Debt	\$9,891.85	\$0.00	\$9,891.85	\$989.17		\$8,902.68	\$1,780.44	\$7,122.24	\$9,891.85	\$9,891.85
Total Warren Cons. SD Tax Levies Cap:	\$44,306.87	\$0.00	\$44,306.87	\$4,430.69		\$39,876.19	\$7,975.24	\$31,900.94	\$44,306.87	\$44,306.87
Total - All Tax Levies:	\$109,224.69	\$31,380.36	\$60,288.05	\$6,025.80	\$3,898.42	\$50,333.82	\$10,066.76	\$40,267.06	\$60,288.05	\$99,254.63
Total Admin. Fees Levied:	\$464.85	\$0.00								

Grand Total - All Tax Levies: \$109,689.54 \$31,380.36 \$60,288.05 \$6,025.80 \$3,898.42 \$50,333.82 \$10,066.76 \$40,267.06 \$60,288.05 \$99,254.63

Total Dispersed to City and Local Authorities: \$31,380.36
Total Dispersed to Developer: \$40,267.06

LeCom/J.A.L. Property
Auditor General, MAO

R-7428
Certification No.

October 18, 2023
Date

40,267.06 developer
19,940.99 city/local

(47,445.50) original

(7,178.44)

Original

**CITY OF WARREN
WARRANT and CERTIFICATION OF TAXES LEVIED
2022 - Brownfield Captured Value Tax Summary
LeCom/J.A.L. Property Ad Valorem Captured Value Tax Summary**

Unit of Government	Total of parcels, Ad Valorem only Taxes Levied	Amount DOA Capture	Brownfield Capture After DOA Column 03	10% of taxes to all Authorized Columns 5-7 10%	5% RET Captured for Brownfield	Repaying taxes captured for LeCom Brownfield	20% Split to all Authorized Columns 8-9 20%	Final Captured BMT Taxes for LeCom	Brownfield cross-check	Total cross-check
Macomb County Tax Levies:										
General County	\$6,207.49	\$1,818.81	\$1,381.47	\$188.16		\$1,193.32	\$381.06	\$1,124.28	\$1,881.47	\$6,207.49
Macomb-Corbin Park	\$298.88	\$224.66	\$74.82	\$7.48		\$67.34	\$13.47	\$53.87	\$74.82	\$298.88
PA 280 - Medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$1,271.87	\$1,078.23	\$193.64	\$19.36		\$174.28	\$34.73	\$139.55	\$193.64	\$1,271.87
Valerius Authority	\$95.14	\$0.00	\$95.14	\$9.51		\$85.63	\$16.86	\$68.77	\$95.14	\$95.14
2nd Authority - 100% to Authority	\$138.44	\$0.00	\$138.44	\$13.84		\$124.60	\$24.60	\$99.84	\$138.44	\$138.44
DOA Authority - 100% to Authority	\$282.42	\$0.00	\$282.42	\$28.24		\$254.18	\$50.82	\$203.36	\$282.42	\$282.42
Total Macomb County Tax Levies:	\$8,475.70	\$2,113.50	\$1,672.35	\$207.23		\$1,465.02	\$173.28	\$1,291.74	\$2,113.50	\$8,475.70
City of Warren Tax Levies:										
Operating	\$12,022.01	\$9,012.47	\$3,009.54	\$360.95		\$2,748.59	\$541.79	\$2,206.80	\$3,009.54	\$12,022.01
Road Improvement	\$2,881.21	\$2,167.95	\$713.26	\$71.33		\$641.93	\$128.39	\$513.54	\$713.26	\$2,881.21
PS&E	\$318.09	\$248.81	\$169.28	\$16.93		\$152.35	\$30.47	\$121.88	\$169.28	\$318.09
Library	\$1,881.83	\$1,371.25	\$410.58	\$41.06		\$369.52	\$73.90	\$305.62	\$410.58	\$1,881.83
Sanitation	\$4,006.21	\$3,003.89	\$1,001.92	\$100.19		\$901.73	\$180.35	\$721.38	\$1,001.92	\$4,006.21
Art & Parks (100% to Authority)	\$7,197.38	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$7,197.38
Parks Operating	\$1,841.20	\$1,005.45	\$315.76	\$31.58		\$284.18	\$56.84	\$227.34	\$315.76	\$1,841.20
Pine Operating	\$1,841.20	\$1,005.45	\$315.76	\$31.58		\$284.18	\$56.84	\$227.34	\$315.76	\$1,841.20
Parks & Pine (100% to Authority)	\$1,841.20	\$1,005.45	\$315.76	\$31.58		\$284.18	\$56.84	\$227.34	\$315.76	\$1,841.20
Recreation	\$1,238.14	\$1,005.45	\$315.76	\$31.58		\$284.18	\$56.84	\$227.34	\$315.76	\$1,238.14
Total City of Warren Tax Levies:	\$38,218.04	\$29,526.28	\$9,960.48	\$996.05		\$8,964.22	\$1,793.52	\$7,170.70	\$9,960.48	\$38,218.04
Macomb Area College Tax Levies:										
Operating	\$2,052.52	\$1,542.71	\$509.81	\$50.98		\$458.83	\$91.77	\$367.06	\$509.81	\$2,052.52
Unit Service	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MAC Tax Levies:	\$2,052.52	\$1,542.71	\$509.81	\$50.98		\$458.83	\$91.77	\$367.06	\$509.81	\$2,052.52
Macomb Intermediate Sch Dist Tax Levies:										
Operating	\$5,005.87	\$0.00	\$5,005.87	\$500.59		\$4,505.28	\$901.06	\$3,604.22	\$5,005.87	\$5,005.87
Total Intermediate Sch Dist Tax Levies:	\$5,005.87	\$0.00	\$5,005.87	\$500.59		\$4,505.28	\$901.06	\$3,604.22	\$5,005.87	\$5,005.87
State Education Tax Levies:										
SUT	\$8,005.10	\$0.00	\$8,005.10	\$800.51	\$1,601.02	\$2,401.53	\$480.31	\$3,201.84	\$8,005.10	\$8,005.10
Total State Education Tax Levies:	\$8,005.10	\$0.00	\$8,005.10	\$800.51	\$1,601.02	\$2,401.53	\$480.31	\$3,201.84	\$8,005.10	\$8,005.10
Warren Gen. Sch Dist Tax Levies:										
Operating Non-Fund (Real Property)	\$25,438.28	\$0.00	\$25,438.28	\$2,543.83		\$22,894.45	\$4,578.89	\$18,315.56	\$25,438.28	\$25,438.28
Operating (Concessions/Personnel)	\$8,102.64	\$0.00	\$8,102.64	\$810.26		\$7,292.38	\$1,458.48	\$5,833.90	\$8,102.64	\$8,102.64
Operating Supplemental	\$3,873.01	\$0.00	\$3,873.01	\$387.30		\$3,485.71	\$697.14	\$2,788.57	\$3,873.01	\$3,873.01
School Debt	\$3,901.69	\$0.00	\$3,901.69	\$390.17		\$3,511.52	\$702.31	\$2,809.21	\$3,901.69	\$3,901.69
Total Warren Gen. Sch Dist Tax Levies:	\$41,315.62	\$0.00	\$41,315.62	\$4,131.56		\$37,683.06	\$7,438.82	\$30,244.24	\$41,315.62	\$41,315.62
Total - All Tax Levies:	\$109,224.69	\$31,380.36	\$20,226.41	\$2,022.61	\$3,996.42	\$39,306.88	\$7,841.38	\$61,465.50	\$20,226.41	\$109,224.69
Total Admin. Fees Levied:	\$284.88	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$284.88
Grand Total - All Tax Levies:	\$109,509.57	\$31,380.36	\$20,226.41	\$2,022.61	\$3,996.42	\$39,306.88	\$7,841.38	\$61,465.50	\$20,226.41	\$109,509.57
Total Dispersed to Developer: \$47,448.50										

Signature
Jennifer G. Gentry, Mayor

R-7438
Certification No.

March 31, 2023
Date

47,448.50
22,782.61

CITY of WARREN

WARRANT and CERTIFICATION OF TAXES LEVIED

2023 - Brownfield Captured Value Tax Summary

DKIM HOLDINGS, LLC

Unit of Government:	Total Taxes Billed	Total Taxes Paid	Captured Taxes owed to DKM Holdings	Captured Taxes owed to DDA This column
Macomb County Tax Levies:				
General County	\$12,188.42	\$12,188.41		\$12,188.41
Huron-Clinton Park	\$584.03	\$584.02		\$584.02
PA 280 Medical	\$0.00	\$0.00		\$0.00
Smart	\$2,680.32	\$2,680.31		\$2,680.31
Veteran's Authority	\$194.66	\$194.66		
Zoo Authority	\$266.62	\$266.61		
DIA Institute	\$551.85	\$551.85		
Total Macomb County Tax Levies Captured:	\$16,465.94	\$16,465.86		\$15,452.74
City of Warren Tax Levies:				
Operating	\$23,491.77	\$23,491.76		\$23,491.76
Road Improvement	\$5,650.97	\$5,650.96		\$5,650.96
EMS	\$781.53	\$781.52		\$781.52
Library	\$3,579.50	\$3,579.49		\$3,579.49
Sanitation	\$7,829.36	\$7,829.36		\$7,829.36
Act 345 Police/Fire	\$14,064.08	\$14,064.08		\$14,064.08
Police Operating	\$2,620.78	\$2,620.78		\$2,620.78
Fire Operating	\$2,620.78	\$2,620.78		\$2,620.78
Police & Fire Extra Voted	\$13,187.47	\$13,187.47		\$13,187.47
Recreation	\$2,608.94	\$2,608.93		\$2,608.93
Total City of Warren Tax Levies Captured:	\$76,435.23	\$76,435.13		\$76,435.13
Macomb Community College Tax Levies:				
Operating	\$3,971.67	\$3,971.67		\$3,971.67
Debt Service	\$0.00	\$0.00		\$0.00
Total MCC Tax Levies Captured:	\$3,971.67	\$3,971.67		\$3,971.67
Macomb Intermediate Sch Dist Tax Levies:				
Operating	\$13,063.05	\$13,063.04		\$13,063.04
Total Macomb ISD Tax Levies Captured:	\$13,063.05	\$13,063.04		\$13,063.04
State Education Tax Levies:				
SET	\$16,928.36	\$16,928.36		\$16,928.36
Total State Education Tax Levies Captured:	\$16,928.36	\$16,928.36		\$16,928.36
Warren Cons. School District Tax Levies:				
Operating Non-PRE (Real Parcel)	\$49,614.06	\$49,614.06		\$49,614.06
Operating (Commercial Personal)	\$24.32	\$24.32		\$24.32
Operating Supplemental	\$14.94	\$14.93		\$14.93
School Debt	\$13,486.26	\$13,486.25		\$0.00
Total Warren Cons. SD Tax Levies Captured:	\$63,139.58	\$63,139.56		\$49,653.31
Total Admin. Fees:	\$1,137.92	\$1,137.92		
Grand Total - All Tax Levies:	\$191,141.77	\$191,141.54	\$79,644.71	\$95,859.54
				DDA
Special Assessments:	\$0.00	\$0.00		
5% Interest Total owed to DKM				\$83,826.95
Total Tax Warrant Amount:	\$191,141.77	\$191,141.54		
Total Payment to Developer (41.57% of TIR):			\$79,644.71	
Total Dispersed to City and Local Authorities (58.43% of TIR):				
				\$95,859.54

TOTAL TIR DISPERSEMENTS: \$79,644.71 \$95,859.54

Mitchell Elrod, MMAO R-9466 May 30, 2024