

# A REGULAR MEETING OF THE BROWNFIELD REDEVELOPMENT AUTHORITY

June 3, 2025 at 10:00 A.M.
Township Conference Room, 2<sup>nd</sup> Floor
City of Warren
One City Square
Warren, MI 48093

### **AGENDA**

- 1. CALL TO ORDER
- 2. ROLL CALL
  - > Introduce New Member: Lauren Schandevel
  - ➤ Motion to excuse absent members
- 3. ADOPTION OF AGENDA
  - Motion to adopt agenda
- 4. AUDIENCE PARTICIPATION
- 5. APPROVAL OF MINUTES (pg. 1)
  - Motion to approve the August 21, 2024 B.R.A. meeting minutes
- 6. NEW BUSINESS (pg. 8)
  - A. Brownfield Reimbursement Request J.A.L. Property Investments, Inc (pg. 8)
    - ➤ Motion to approve reimbursement agreement
  - **B.** Young Supply Reimbursement Agreement (pg. 12)
    - ➤ Motion to approve reimbursement agreement
  - **C.** Brownfield Application: 8 & Dequindre Formerly Continental Mobile Home Community/MHC (pg.98)

Motion to accept application and to hire consultants to review plan submitted by developer with amount not to exceed \$
<b>D.</b> Brownfield Application: Macomb South SOM, LLC (pg. 132)
➤ Motion to accept application and to hire consultants to review plan submitted by developer with amount not to exceed \$
E. Capital 14 Hayes LLC (pg. 164)
Motion approve assignment of Brownfield Plan to property purchaser S & G Real Estate, LLC
➤ Motion to approve reimbursement agreement
F. N.P. Mound Rd. Industrial LLC Amended Agreement (pg. 203)
➤ Motion to approve reimbursement agreement
G. 8525 Cole Drive Amendment (pg. 239)
Motion to accept application and to hire consultants to review plan submitted by developer with amount not to exceed \$
OLD BUSINESS (None)
LIST OF RILLS (ng. 271)

- 7.
- 8. LIST OF BILLS (pg. 271)
- ADJOURNMENT 9.

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

# MEETING MINUTES BROWNFIELD REDEVELOPMENT AUTHORITY CITY OF WARREN

#### **MEETING HELD ON Wednesday, August 21, 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, August 21, 2024, in the Township Meeting Room located on the 2<sup>nd</sup> floor of Warren City Hall.

#### **BOARD MEMBERS PRESENT**

Gary Kiesgen Zenon Kwik Glenn Eckert

#### **BOARD MEMBERS ABSENT**

Mike Smith James Yarema

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

#### **Motion:**

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, 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 August 21, 2024 agenda.

#### No opposition, motion passed

#### 4. APPROVAL OF THE MINUTES (February 14, 2024)

#### **Motion:**

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, to approve the minutes from the February 14, 2024 Brownfield meeting.

#### No opposition, motion passed

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#### 5. FINANCIAL REPORT

None

#### 6. NEW BUSINESS

**A.** 13041 Ten Mile Road/Schoenherr 10 Redevelopment - Associated Environmental Services, LLC

Mr. Bommarito stated that three agenda items are related to the hiring of consulting firms to review environmental and redevelopment submissions. The City of Warren has agreements with consulting companies that charge a flat hourly rate for reviewing submissions from developers. For this meeting, Associated Environmental Services was hired retroactively to review the paperwork submitted by three developers, including a project at the Schoenherr 10 property.

The first motion is to formalize the hiring of Associated Environmental Services to review the brownfield reimbursement submittal package for the Schoenherr 10 property. Although the decision to hire them was already made informally, the motion ensures that their work, which involved reviewing the final submission for a project is officially recognized and documented. The review required checking all items on the list to ensure bills were paid and liens were addressed, a task that has now been completed. Mr. Bommarito highlighted that all invoices related to these agenda items are below the amounts requested for approval in the motions.

#### **Motion:**

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, 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.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

**B.** 12350 E. Nine Mile Road/Young Supply Co - Associated Environmental Services, LLC

Mr. Bommarito reiterated that Associated Environmental Services was hired retroactively to review the paperwork submitted by Anthony Vallan,

President of Young Supply Co. He is now seeking formal approval of this hiring from the Brownfield Redevelopment Authority.

#### **Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, 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.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

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

The next motion involves the approval of a brownfield plan submitted by Young Supply Co. for their newly acquired building on Nine Mile Road. The company is making significant investments in improvements and environmental cleanup. The plan, which has been reviewed and found mostly in order, requires minor finalizations related to ownership documentation. Once approved by the board, the plan will proceed to the next phase, including the drafting of an agreement and submission to the City Council.

During the discussion, Ron from Young Supply provided background on the company, highlighting its long history, growth, and reasons for choosing Warren as the location for their new distribution center. He emphasized the extensive cleanup efforts undertaken to ensure a safe environment for employees and the company's commitment to long-term investment in the facility. The project exemplifies the purpose of brownfield plans, turning a neglected site into a revitalized, productive space, benefiting both the company and the community.

#### **Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kwik, to approve brownfield plan for 12350 E. Nine Mile Road/Young Supply Co.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

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

Mr. Bommarito noted that this agenda item, similar to the others, involves a formal motion to hire Associated Environmental Services, LLC to provide Brownfield Consultation Services for reviewing the Triterra Brownfield Application and Plan for the proposed redevelopment project at 15050-15150 E. 14 Mile Road. The review by Associated Environmental has been completed, resulting in a brief list of minor adjustments, which have since been addressed. The application is now complete and ready for approval.

#### **Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, 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.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

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

The discussion revolves around a redevelopment project at 15050-15150 E. 14 Mile Road, initially approved by the board for a different developer. The original developer, after receiving approval, pulled out of Michigan. The property owner, Tamras "Tom" Tamou, found a new developer and is now proceeding with the project.

The project encountered delays due to unexpected requirements from the Macomb County Road Commission, which requested the addition of a bypass lane on the opposite side of the road. This requirement, which was not included in the original site plan, has delayed the project's timeline, pushing the expected opening from September 15<sup>th</sup> to a now unknown date. Additionally, the cost of the bypass lane, which is yet to be determined, could significantly impact the project budget.

The board discussed approving the current brownfield plan with the understanding that an addendum will be needed to include the cost of the bypass lane once it is determined. The motion is to approve the plan now, with the addendum (contingent on its eligibility) to be added before submission to the City Council, ensuring that all aspects are accounted for

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and that the project can move forward without further delays. Mr. Bommarito also assured the board that we would report back to the board on the details regarding budget change.

#### **Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to approve the brownfield plan for 15050-15150 E. 14 Mile Road/Triterra, with the addendum (contingent on its eligibility) to be added before submission to the City Council.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

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

The discussion revolves around a redevelopment project at 15050-15150 E. 14 Mile Road, initially approved by the board for a different developer. The original developer, after receiving approval, pulled out of Michigan. The property owner, Tamras "Tom" Tamou, found a new developer and is now proceeding with the project.

The project encountered delays due to unexpected requirements from the Macomb County Road Commission, which requested the addition of a bypass lane on the opposite side of the road. This requirement, which was not included in the original site plan, has delayed the project's timeline, pushing the expected opening from September 15<sup>th</sup> to a now unknown date. Additionally, the cost of the bypass lane, which is yet to be determined, could significantly impact the project budget.

The board discussed approving the current brownfield plan with the understanding that an addendum will be needed to include the cost of the bypass lane once it is determined. The motion is to approve the plan now, with the addendum (contingent on its eligibility) to be added before submission to the City Council, ensuring that all aspects are accounted for and that the project can move forward without further delays. Mr. Bommarito also assured the board that we would report back to the board on the details regarding budget change.

#### **Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to approve the brownfield plan for 15050-15150 E. 14 Mile Road/Triterra, with the addendum (contingent on its eligibility) to be added before submission to the City Council.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

#### 7. OLD BUSINESS

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

Mr. Bommarito stated that his agenda item pertains to the final project completion and cost notification for Home Depot USA, Inc.'s regional distribution center at 23500 Mound Road, Warren, MI. The letter, dated July 17, 2024, informs us about the completion of the project.

This item is on the agenda as a motion to "receive and file" the notice, which is a procedural step acknowledging the receipt of this completion and cost notification and officially filing it for record-keeping.

#### **Motion:**

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, to receive and file notice.

#### No opposition, motion passed

#### 8.LIST OF BILLS

#### **Motion:**

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to approve paying the August 21, 2024 List of Bills.

#### **ROLL CALL:**

The motion carried unanimously as follows:

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

#### No opposition, motion passed

#### 9. AUDIENCE PARTICIPATION/ GOOD OF THE ORDER

Mr. Bommarito took this time to inform the board about the Warren Birthday Bash and Polish Parade taking place this coming weekend and encouraged everyone to attend, highlighting a the fireworks and drone shows scheduled to take place.

Mary Michaels and developers discussed scheduling a public hearing for the brownfield plans on either October  $8^{th}$  or  $22^{nd}$ .

#### 10. ADJOURNMENT

#### **Motion:**

A motion was made by Mr. Eckert, supported by Mr. Kwik, to adjourn the meeting at 10:54 a.m.

No opposition, motion passed

X Gary Eusgen

Gary Kiesgen Brownfield Chairperson

X Tom Bommanto

Thomas Bommarito Brownfield Director

#### BROWNFIELD REQUEST FOR COST REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Date: February 26, 2025

List below the eligible cost being submitted for reimbursement and indicate the eligible activity area for each reimbursement cost. (Please reference Table 1 Proposed EGLE Eligible Activity Costs and Table 2 Local / MSF Eligible Activity Costs in the Brownfield Plan for a list of all approved Eligible Activities.) *Please see the attached Spreadsheets and Invoices supporting the items summarized below.* 

Item	Eligible Activity	Eligible Budget Cost (including 15% contingency)	Actual Spent To Date	Invoice Date	Amount Paid/Date Paid	Paid (Yes/No)	Unpaid Balance
1	Baseline Environmental Assessments	\$29,736.32	\$25,857.30	Multiple Dates, see attached spreadsheet	\$25,857.30 / Multiple Dates	Yes	\$0.00
2	Due Care Activities	\$381,225.00	\$9,104.50	Multiple Dates, see attached spreadsheet	\$9,104.50 / Multiple Dates	Yes	\$0.00
3	Response Activities	86,825.00	\$0.00	Multiple Dates, see attached spreadsheet	\$0.00 / Not Applicable (N/A)	N/A	\$0.00
4	Brownfield Plan, Act 381 Work Plan and Related Documents	\$30,000.00	\$56,830.30	Multiple Dates, see attached spreadsheet	\$52,587.60 / Multiple Dates	Yes - \$52,587.60 No - \$4,242.70	\$4,242.70
5	Lead, Asbestos and Mold Abatement	\$97,750.00	\$90,000.00	Multiple Dates, see attached spreadsheet	\$90,000.00 / Multiple Dates	Yes	\$0.00
6	Demolition Activities	\$483,805.00	\$214,979.54	Multiple Dates, see attached spreadsheet	\$214,979.54 / Multiple Dates	Yes	\$0.00
7	Infrastructure Improvements	\$184,000.00	\$192,239.00	Multiple Dates, see attached spreadsheet	\$192,239.00 / Multiple Dates	Yes	\$0.00
8	Site Preparation	\$137,425.00	\$429,000.00	Multiple Dates, see attached spreadsheet	\$429,000.00 / Multiple Dates	Yes	\$0.00
9				Multiple Dates, see attached spreadsheet	\$ / Multiple Dates		
10				Multiple Dates, see attached spreadsheet	\$ / Multiple Dates		
11				Multiple Dates, see attached spreadsheet	\$ / Multiple Dates		
12				Multiple Dates, see attached spreadsheet	\$ / Multiple Dates		
TOTAL		\$1,430,766.32	\$1,018,010.64		\$1,013,767.94		\$4,242.70

Total Amount Payable to J.A.L. Property Investments, Inc.: \$1,018,010.64

I, Anthony Lentine, Agent on behalf of J.A.L. Property Investments, Inc. and not personally, certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the City of Warren Brownfield Redevelopment Authority and the City of Warren City Council.

Developer/Owner:	J.A.L. Property Investments, Inc.	Payment shall be payable to:
Signature:	The state of the s	J.A.L. Property Investments, Inc.
Printed Name:	Anthony Lentine	
Title:	Agent	)
Street Address:	3	Please mail payment to:
	c/o 24595 Groesbeck Highway	
City:	Warren	J.A.L. Property Investments, Inc c/o 24595 Groesbeck Highway
State:	Michigan	Warren, Michigan 48089
Zip Code:	48089	Attn: Mr. Anthony Lentine
Phone Number:	(810) 343-5185	

Each reimbursement cost item must have documentation that is attached to this request form. This documentation shall include (1) proof of payment, (2) invoices and (3) copies of reports, if any are required in the Reimbursement Agreement.

# TABLE 1 - TOTAL APPROVED EGLE ELIGIBLE ACTIVITY COSTS BROWNFIELD PLAN LECOM, INC. REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN

Eligible Activity Description	Bro	ownfield Property Co	ost
DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(1)) ELIGIBLE ACTIVITY COSTS	Local TIF Capture	State and Local	TOTAL
Baseline Environmental Assessments (MCL §125.2652(2)(I)	Only	TIF Capture	
Phase I Environmental Site Assessment  Phase II Environmental Site Assessment	\$0 \$0	\$2,400 \$17,576	\$2,981 \$17,576
Section 7a Compliance Analysis / Due Care Plan - Pre-development	\$0	\$1,800	\$1,800
Baseline Environmental Assessment	\$0	\$3,500	\$3,500
Due Care Activities (MCL §125.2652(2)(1) and (m))		,	
Section 7a Due Care Consulting - Pre-development	\$0	\$8,500	\$8,500
Section 7a Compliance Analysis / Due Care Plan - Post-development	\$0	\$3,500	\$3,500
Additional Due Care Phase II ESA Activities (Field Work, Sample Collection, Analysis, PM, Reports, etc.)	\$0	\$45,000	\$45,000
Sheet Piling for Earth and Roadway Stabilization	\$0	\$0	\$0
Pump & Treat of Contaminated Groundwater During Construction	\$0	\$30,000	\$30,000
Soil Excavation/Loading/Transportation/Disposal - Contaminated Soil Foundations, Grading and Utility Spoils	\$0	\$28,000	\$28,000
Soil Excavation/Loading/Transportation/Disposal - Contaminated Soil Retention Basin and Utility Spoils	\$0	\$42,000	\$42,000
Soil Excavation/Loading/Transportation/Disposal - Backfill & Compaction  Soil Verification (Field Work, Sample Collection, Analysis, reports, PM, etc.)	\$0 \$0	\$10,000 \$15,000	\$10,000 \$15,000
Health & Safety Plan	\$0	\$3,500	\$3,500
Project Management	\$0	\$15,000	\$15,000
Soil Erosion Measures	\$0	\$3,000	\$3,000
Incremental Costs for Greenspace Encapsulation (if necessary)	\$0	\$30,000	\$30,000
Incremental Costs for Encapsulation (Engineering controls for Building and Parking, if necessary)	\$0	\$50,000	\$50,000
Soil Vapor Assessment and Pilot Test	\$0	\$10,000	\$10,000
Soil Vapor Barrier / Sub-slab Depressurization System	\$0	\$25,500	\$25,500
Work Plans, Engineering, Specifications and Reports	\$0	\$12,500	\$12,500
Response Activities (MCL §125.2652(2)(I) and (oo)(i) and (ii))			
Hoist, Trench and Removal Related Activities	\$0	\$35,000	\$35,000
UST Removal and Closure (Assuming 2 USTs up to 8,000 gallons capacity)	\$0	\$24,000	\$24,000
UST Removal Observation, Sampling and Report	\$0	\$12,000	\$12,000
PM, Fieldwork, Work Plans, Engineering, Specifications and Reports	\$0	\$4,500	\$4,500
ENVIRONMENTAL COSTS SUBTOTAL TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE CO	\$0	\$407,000	\$407,000
Contingency  Contingency	JS18		
Contingency (15% of Subtotal)	\$0	\$61,050	\$61,050
Brownfield Plan, Act 381 Work Plan and Related Documents(MCL §125.2652(2)(o)(i)(D))	30	\$30,000	\$30,000
210 mileta 1 mil, 1 to 301 milet 1 milet 1 to milet 2 seamons (1 to 2 s 1 2 1 2 2 2 2 3 (0) (1 (2 3))		\$30,000	\$30,000
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		\$30,000	\$30,000
		\$30,000	\$30,000
		\$30,000	\$30,000
			\$498,050
ELIGIBLE ACTIVITY COSTS SUBTOTAL	\$0	\$498,050	3498,030
ELIGIBLE ACTIVITY COSTS SUBTOTAL  Agency Administrative Costs  State Act 381 Work Plan Review	\$0	\$498,050	\$0
Agency Administrative Costs State Act 381 Work Plan Review	\$0	\$0	\$(
Agency Administrative Costs	\$182,030		

#### PAYMENT / REIMBURSEMENT REQUEST SUMMARY 2/26/2025

PAYMENT / REIMBURSEMENT REQUEST SUMMARY 2/26/2025							
Contingency (15%)	Budget	Actual Cost to Date	Budget Differential (+ or -)	Invoice No.	Invoice Amount	Invoice Paid? (Y /N)	Balar Owe
\$447.15	\$3,428.15	\$2,981.50	-\$446.65	19-2173	\$2,981.50	Υ	\$2,981
\$2,636.37	\$20,212.17	\$17,575.80	-\$2,636.37	19-2180	\$17,575.80	Υ	\$17,57
\$270.00	\$2,070.00	\$1,800.00	-\$270.00	19-2220	\$1,800.00	Υ	\$1,800
\$525.00	\$4,025.00	\$3,500.00	-\$525.00	19-2196	\$3,500.00	Υ	\$3,500
\$3,878.52	\$29,735.32	\$25,857.30	-\$3,878.02		\$25,857.30		
\$1,275.00	\$9,775.00	\$4,112.50	-\$5,662.50	20-2358	\$4,112.50	Υ	\$4,112
\$525.00	\$4,025.00	\$2,800.00	-\$1,225.00	21-2580	\$2,800.00	Υ	\$2,800
\$6,750.00	\$51,750.00		-\$51,750.00		\$0.00		\$0.0
\$0.00	\$0.00		\$0.00		\$0.00		\$0.0
\$4,500.00	\$34,500.00		-\$34,500.00		\$0.00		\$0.0
\$4,200.00	\$32,200.00		-\$32,200.00		\$0.00		\$0.0
\$6,300.00	\$48,300.00	\$2,192.00	-\$46,108.00		\$2,192.00		\$2,192
\$1,500.00	\$11,500.00		-\$11,500.00		\$0.00		\$0.0
\$2,250.00	\$17,250.00		-\$17,250.00		\$0.00		\$0.0
\$525.00	\$4,025.00		-\$4,025.00		\$0.00		\$0.0
\$2,250.00	\$17,250.00		-\$17,250.00		\$0.00		\$0.0
\$450.00	\$3,450.00		-\$3,450.00		\$0.00		\$0.0
\$4,500.00	\$34,500.00		-\$34,500.00		\$0.00		\$0.0
\$7,500.00	\$57,500.00		-\$57,500.00		\$0.00		\$0.0
\$1,500.00	\$11,500.00		-\$11,500.00		\$0.00		\$0.0
\$3,825.00	\$29,325.00		-\$29,325.00		\$0.00		\$0.0
\$1,875.00	\$14,375.00		-\$14,375.00		\$0.00		\$0.0
\$49,725.00	\$381,225.00	\$9,104.50	-\$372,120.50		\$9,104.50		
\$5,250.00	\$40,250.00		-\$40,250.00				\$0.0
\$3,600.00	\$27,600.00		-\$27,600.00				\$0.0
\$1,800.00	\$13,800.00		-\$13,800.00				\$0.0
\$675.00	\$5,175.00		-\$5,175.00				\$0.0
\$11,325.00	\$86,825.00	\$0.00	-\$86,825.00		\$0.00		
\$0.00	\$30,000.00	\$7,651.90	-\$22,348.10	19-2181	\$7,651.90	Υ	\$7,651
\$0.00	\$30,000.00	\$725.00	-\$21,623.10	19-2204	\$725.00	Υ	\$725.
\$0.00	\$30,000.00	\$3,092.80	-\$18,530.30	19-2214	\$3,092.80	Υ	\$3,092
\$0.00	\$30,000.00	\$165.00	-\$18,365.30	19-2266	\$165.00	Υ	\$165.
\$0.00	\$30,000.00	\$247.50	-\$18,117.80	19-2228	\$247.50	Υ	\$247.
\$0.00	\$30,000.00	\$2,393.80	-\$15,724.00	19-2238	\$2,393.80	Υ	\$2,393
\$0.00	\$30,000.00	\$275.00	-\$15,449.00	19-2239	\$275.00	Υ	\$275.
\$0.00	\$30,000.00	\$110.00	-\$15,339.00	19-2249	\$110.00	Y	\$110.
\$0.00	\$30,000.00	\$5,225.00	-\$10,114.00	19-2267	\$5,225.00	Y	\$5,225
\$0.00	\$30,000.00	\$1,705.00	-\$8,409.00	20-2286	\$1,705.00	Y	\$1,705
\$0.00	\$30,000.00	\$3,192.00	-\$5,217.00	20-2287	\$3,192.00	Y	\$3,192
\$0.00	\$30,000.00	\$495.00	-\$4,722.00	20-2278	\$495.00	Y	\$495.
\$0.00	\$30,000.00	\$330.00	-\$4,392.00	20-2294	\$330.00	Y	\$330.
\$0.00	\$30,000.00	\$605.00	-\$3,787.00	20-2309	\$605.00	Y	\$605.
\$0.00	\$30,000.00	\$55.00	-\$3,732.00	20-2321	\$55.00	Y	\$55.0
\$0.00	\$30,000.00	\$9,900.00	\$6,168.00	20-2320	\$9,900.00	Y	\$9,900
\$0.00	\$30,000.00	\$2,202.10	\$8,370.10	20-2348	\$2,202.10	Y	\$2,202
\$0.00	\$30,000.00	\$522.50	\$8,892.60	20-2369	\$522.50	Y	\$522.
\$0.00	\$30,000.00	\$27.50	\$8,920.10	20-2384	\$27.50	Y	\$27.5
\$0.00	\$30,000.00	\$6,352.50	\$15,272.60	20-2370	\$6,352.50	Y	\$6,352
\$0.00	\$30,000.00	\$1,237.50	\$16,510.10	20-2385	\$1,237.50	Y	\$1,237
\$0.00	\$30,000.00	\$632.50	\$17,142.60	21-2426	\$632.50	Y	\$632.
\$0.00	\$30,000.00	\$165.00	\$17,307.60	21-2427	\$165.00	Y	\$165.
\$0.00	\$30,000.00	\$357.50	\$17,665.10	21-2445	\$357.50	Y	\$357.
\$0.00	\$30,000.00	\$110.00	\$17,775.10	21-2446	\$110.00	Y	\$110.
\$0.00	\$30,000.00	\$165.00	\$17,940.10	21-2447	\$165.00	Y	\$165.
\$0.00	\$30,000.00	\$550.00	\$18,490.10	21-2546	\$550.00	Y	\$550.
\$0.00	\$30,000.00	\$247.50	\$18,737.60	21-2548	\$247.50	Y	\$247.
\$0.00	\$30,000.00	\$3,850.00	\$22,587.60	24-2877	\$3,850.00	Y	\$3,850
\$0.00 \$0.00	\$30,000.00 \$30,000.00	\$2,345.20 \$1,897.50	\$24,932.80 \$26,830.30	24-2949 25-2984	\$2,345.20 \$1,897.50	N N	\$2,345 \$1,897
\$0.00	\$30,000.00	\$56,830.30	\$26,830.30		\$56,830.30		
ub-Total		\$91,792.10	-\$435,993.22		\$91,792.10		
RAND TOTAL		\$91,792.10	-\$435,993.22		\$91,792.10		

Previously submitted \$0.00 Resubmitted \$0.00 Newly Submitted 2/26/2025 \$91,792.10

\$4,242.70 \$52,587.60

# TABLE 2 - TOTAL APPROVED LOCAL / MSF ELIGIBLE ACTIVITY COSTS LECOM, INC. REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN

Eligible Activity Description	Brownfield Property Cost
ELIGIBLE ACTIVITIES (MCL 125.2652(2)(0)) MSF ELIGIBLE ACTIVITY (	COSTS
Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))	
Pre Demolition Hazardous Materials Environmental Assessment (HMEA)	\$3,500
Bid Specs and Bid Evaluation (for HazMat Abatement)	\$3,500
Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring	\$8,000
Site Security (HazMat Abatement)	\$5,000
Pre Demolition Asbestos, Lead and Hazardous Materials Abatement	\$65,000
Demolition Activities (MCL §125.2652(2)(o)(i)(F))	
Dem Bid Specs and Bid Evaluation	\$3,500
Demolition Related Site Security and Fencing	\$4,700
Demolition Project Management and Supervision	\$7,500
Demolition of Building (Incl Demo & Disp, utility disconnect and removal)	\$405,000
Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))	
Storm Water Retention Installation	\$85,000
Mound Road Right-of-way Improvements, drive approaches, sidewalks, streetscape/landscape, etc.	\$75,000
Site Preparation (MCL §125.2652(2)(o)(ii)(C))	
Site Prep and Grading	\$45,000
Geotechnical Testing & Evaluation	\$7,500
Demolition of Infrastructure related activities	\$25,000
Geotechnically Non-viable Soils Removal and Backfill	\$30,000
Site Preparation Related PM, Work Plans, Engineering, Specifications and Reports	\$12,000
MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL	\$785,200
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY	
Contingency (15% of Subtotal)	\$117,780
Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D))	\$0
GRAND TOTAL	\$902,980

### 2/26/2025

\$525.00 \$4,025.00 -\$4,025.00 \$0.00 \$0.00 \$0.00 \$0.00 \$525.00 \$4,025.00 -\$4,025.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,200.00 \$9,200.00 -\$9,200.00 \$	
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\$63,105.00 \$483,805.00 <i>\$214,979.54</i> -\$268,825.46 <i>\$214,979.54</i>	
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\$11,250.00 \$86,250.00 \$85,268.00 -\$982.00 \$85,268.00 Y \$85,268.00	
\$147,855.00 \$184,000.00 \$192,239.00 \$8,239.00 \$192,239.00	
\$6,750.00 \$51,750.00 \$327,000.00 \$275,250.00 \$327,000.00 Y \$327,000.00	
\$1,125.00 \$8,625.00 -\$8,625.00 \$0.00 \$0.00	
\$3,750.00 \$28,750.00 -\$28,750.00 \$0.00 \$0.00	
\$4,500.00 \$34,500.00 \$102,000.00 \$67,500.00 \$102,000.00 Y \$102,000.00	
\$1,800.00 \$13,800.00 -\$13,800.00 \$0.00	
\$11,175.00 \$137,425.00 <i>\$429,000.00</i> \$291,575.00 <i>\$429,000.00</i>	

Sub-Total	\$926,218.54	\$23,238.54	\$926,218.54
GRAND TOTAL	\$926,218.54	\$23,238.54	\$926,218.54

Previously submitted \$0.00
Resubmitted \$0.00
Newly Submitted 2/26/2025 \$926,218.54

**Total Balance Owed:** \$926,218.54





CITY ATTORNEY'S OFFICE

One City Square, Suite 400 Warren, MI 48093 (586) 574-4671 Fax (586) 574-4530 www.cityofwarren.org

May 28, 2025

Mr. Tom Bommarito Brownfield Authority Director City of Warren

Re: Proposed Development and Reimbursement Agreement

Brownfield Plan for Redevelopment of 12350 E. Nine Mile Parcel No. 13-35-126-004 -- Developer: Young Supply Co.

Dear Mr. Bommarito:

Attached is a proposed reimbursement agreement for the payment of tax increment financing revenues for the remediation and redevelopment of property at 12350 E. Nine Mile Rd, Warren, Michigan, between Hoover Road and Groesbeck Highway.

Young Supply Co. has invested \$36,000,000 into site acquisition, remediation, redevelopment and equipment for an HVAC distribution center and warehouse. On October 8, 2024, the Warren City Council approved the Brownfield Plan for the capture of tax increment revenues for brownfield eligible costs up to \$1,099,749. The plan includes a 10 percent administrative fee and capture of local revolving funds for local eligible brownfield activities. The estimate plan duration is 21 years, with a maximum duration of 30 years. The project is intended to create approximately 35 new jobs. The plan provides for the capture of local taxes, with no state education or school taxes.

The plan evaluation by Nicholas G. Maloof of Associated Environmental Services, LLC is also attached for reference.

If acceptable, please submit the proposed agreement to the authority for approval at its meeting on Tuesday, June 3, 2025.

Respectfully,

Mary Michaels Acting City Attorney

cc: Anthony Vallan, Young Supply Co. Ryan Higuchi, AKT Peerless Environmental Nicholas Maloof, RFG, Associated Environmental Services, LLC

Tom Bommarito, Economic Development Director

#### DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOP	MENT AND	REIMBURSEMI	ENT AGR	EEMENT	(the
"Agreement") dated	,	2025, is entered	into between	n the CITY	OF
WARREN BROWNFIEL	D REDEVELO	PMENT AUTHO	RITY (the	"Authority"),	an
authority established pursuar	nt to Act 381 of P	ublic Acts of 1996,	as amended (	"the Act"), wl	hose
address is One City Square,	Warren, Michigar	1 48093 ("the Autho	rity), and Yo	ung Supply C	o., a
Michigan corporation, whose	e address is 5200	O Sierra Drive, Ches	sterfield, Mic	higan 4 <mark>8</mark> 047 (	"the
Developer".					

#### RECITALS

- A. The Authority was created by the City of Warren (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended, MCL 125.2651 et seq., ("Act 381"), and, pursuant to Act 381, the Authority has adopted a Brownfield Plan which was duly approved by the City Council of the City (the "Brownfield Plan").
- B. Young Supply Co. ("Developer"), is an HVAC supplier, which owns property at 12350 E. Nine Mile Rd, Warren, Michigan, Parcel No. 13-35-126-004, legally described in the Plan submitted as Exhibit A (the "Property").
- C. Act 381 permits the Authority to capture and use the property tax revenues generated (other than School Taxes and known as "Local Taxes") from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of Eligible Costs. Act 381 permits the Authority to reimburse the Developer for the cost of Eligible Activities on Eligible Property associated with a Facility, using Tax Increment Finance (TIF) Revenues generated by the redevelopment of the Property.
- D. The Developer is investing \$13,600,000 to develop an HVAC distribution center and warehouse on the property ("the Project"). The redevelopment of the Property includes site investigation, preparation and environmental remediation that qualify as Eligible Activities under Act 381.
- E. By undertaking the Project, Young Supply Company, ("Developer"), project that Eligible Costs will be incurred that are reimbursable through Tax Increment Revenue generated by the redevelopment of the Property. Developer submitted an Application to the Authority for approval of the Brownfield Plan providing for the use of tax increment revenues to reimburse a portion of the Eligible Activities on the Property.
- F. On October 8, 2024, the Warren City Council approved the Brownfield Plan, which provides for a maximum reimbursement to Developer through Local Tax increment captured for the Eligible Costs, and the Administrative Costs described below, which provided that no more than \$1,099,749 to be requested by and paid to Developer from the capture of Local Tax Increment

Revenues ("Eligible Amount") The "Eligible Amount" will be the amount allowed to be captured and paid to Developer under the Plan, the Act 381 Work Plan, and this Agreement.

- G. The Developer has completed the Project and has occupied the Property.
- H. The Authority has incurred and anticipates that it will incur certain eligible administrative expenses associated with the Brownfield Plan (the "Administrative Costs"), and for which it seeks reimbursement from Tax Increment Revenues (as defined below) other than Educational Taxes (the "Local Tax Increment Revenues").
- I. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below, additional tax increment revenues will be deposited into the local site remediation revolving fund ("LSRRF"), subject to this Agreement; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made only for a maximum of 5 years after the time that capture is required to pay the Eligible Costs and Work Plan related Eligible Costs.
- J. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use a portion of the ad valorem property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, and to fund a LSRRF pursuant to Act 381, according to the Plan.
- K. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

#### TERMS AND CONDITIONS

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

- 1. Capture of Taxes. During the term of this Agreement, the Authority shall capture from ad valorem and special act Tax Increment Revenues as defined and permitted under Act 381 from the Property and use those Tax Increment Revenues as provided in this Agreement.
- 2. Plan. Developer agrees this Agreement is subject to completion of the activities and development described in: (a) the Brownfield Plan, as approved by the City of Warren City Council on October 8, 2024, a copy of the base Brownfield Plan exhibits, is attached as Exhibit A ("the Plan"), which is incorporated by reference and made a part of this Agreement; and (b) the Site Plan approved, or to to be approved for the Project consistent with the Plan, by the City of Warren Planning Commission, along with any subsequently adopted amendments, which upon adoption shall be incorporated by reference into this Agreement. To the extent that provisions of the Brownfield Plan or Site Plan directly conflicts with this Agreement, the terms and conditions of this Agreement will control. To the extent provisions of the Brownfield Plan, Authority Resolution adopting the Brownfield Plan, City Council Resolution as well as the Site Plan, or this

Agreement conflict with Act 381, as amended, Act 381, will control, provided, however, the Act will not be used by Developer to expand or increase the Eligible Costs or Eligible Amount or the duration of the Brownfield Plan, or to the change the TIR sharing ratio percentage of the TIR payment to be issued to Developer, unless a Brownfield Plan amendment is approved by the Authority and City Council.

Developer agrees the Project construction shall progress without interruption, absent force majeure causes, and the site will be maintained and kept free of debris, dirt piles and equipment, when construction is not in progress.

- 3. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, after completion of a portion of the Project that has been completed, the Developer shall submit the costs in written hard copy form, no more than once per quarter, and at least annually, containing:
  - (1) a written statement detailing the costs incurred that are asserted to be Eligible Costs;
    - (2) a written explanation as to why they are Eligible Costs;
  - (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
  - (5) any other information which may be reasonably required by EGLE, MEDC or the Authority or their respective auditors.

It is agreed the Eligible Costs and Work Plan costs and Contingencies submitted to, and to be reimbursed by, the Authority to Developer or their designee will not exceed the total amount of \$1,099,749, according to the estimates in the Tables provided in the Plan. No interest shall be paid by the Authority or included with any reimbursement payment. The payments shall be annually up to the total payment of \$1,099,749, estimated to be paid within the estimated plan duration of 21 years, up to a maximum of 30 years.

All Eligible Costs, Work Plan Costs and Contingencies must be submitted to the Authority's Director within three months of the date of this agreement unless extensions are allowed by the Authority's Director for good cause.

4. Verification of Eligible Costs. The Authority will review and verify the submitted Eligible Costs and, upon verification, within sixty (60) days of receipt of the same Developer will cooperate and submit any additional records or information reasonably requested by the Authority to complete its review, and will make its property accessible upon reasonable prior written notice for an on-site inspection by the Authority as needed to verify compliance with the Brownfield Plan. The Authority's administrative Director or Controller shall identify in writing or by electronic message to Developer's address in Section 15, any costs deemed ineligible for

reimbursement and the basis for the determination. The Developer or Owner shall have 45 days to provide supplemental information or documents to support the eligibility of the cost. Within 30 days thereafter, the Authority will make the final decision on the disputed cost, and the Developer or Owner may appeal the Authority's decision in accordance with the law. Only costs verified and approved by the Authority will be Eligible Costs under this Agreement.

#### 5. Payments.

- (a) The Tax Increment Revenues allowed under this Agreement and received by the Authority shall be paid annually by check payable to Young Supply Company Attn: Mr. Anthony Vallan, by first-class mail to the address set forth in Section 15. Any change in recipient or address must be submitted in writing to the Authority's Director. Payments will commence following the first full summer and winter tax payment following completion of the Project. A written notice of Project completion will be provided to the Authority prior to or in conjunction with the initial submission of costs and request for payment. Checks may be hand-delivered to Developer upon signed receipt of Developer and evidence of identification.
- (b) The Authority will issue payments no later than the April 30 following full payment of summer and winter taxes levied the previous year, unless reasonable extensions are made necessary by the Authority's inability or refusal to approve such payment, in which case notice of such inability will be provided to Developer by the City and/or the Authority or its staff. All payments and charges owed to the City must be current prior to payment, including special assessments, water charges and personal property taxes. If in the case of the Authority's inability or refusal to approve such payment, all TIR collected from the project shall be set aside by the BRA pending resolution escrowed by the City's Controller for Developer's benefit until said inability or refusal to approve such payment is rectified.
- (c) For each year of TIR collection under this Agreement, prior to payment of the TIR Payments hereunder, the Authority shall be entitled to retain an amount equal to Ten Percent (10%) of the annual Tax Increment Revenues for Administrative Costs of the City of Warren Brownfield Redevelopment Authority to reimburse it for its costs.
- (d) The Authority shall have no obligation to reimburse the Developer for Eligible Costs or any other costs from Tax Increment Revenues captured and received by the Authority after the earlier of: (i) payment to Developer of the Eligible Amount in full; or (ii) 21 years following beginning of capture of Tax Increment Revenues as provided in the Brownfield Plan, unless extended for good cause provided in not event will the reimbursements be paid beyond 30 years. It is understood that no interest shall be included in any Tax Increment Revenues reimbursed to Developer or otherwise owed to Developer by the Authority or the City, notwithstanding anything allowed by law or stated in the Plan.
- (e) Unless it disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after approval of the Authority Board as provided in paragraph 4, pay to the Developer amounts for which submissions have been made pursuant to paragraph of this Agreement by the date and to the party identified according to Section 5 hereof, provided Tax Increment Revenues have been received from which the submission may be wholly or partially

paid, according to the Brownfield Plan, up to the Eligible Amount for a time period of TIR collection. It is understood that no payment will be made if the Developer has received written notice of a material default in a term of this Agreement and such default has not been cured. It is further understood that the Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that either Developer is delinquent in the payment of real or personal property taxes imposed on the Property. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a submission of costs and request for reimbursement is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Brownfield Redevelopment Authority and are not otherwise allowed to be used for purposes permitted by Section 5d, above, until such arrearage is paid. If the failure to collect and pay TIR to Developer is not the result of a default by Developer, the 30 year TIR collection limitation shall automatically extended such additional periods of time to make Developer whole from any such insufficiency, to the extent allowed by local or state law, or the Plan.

- (f) If there are insufficient funds from the Tax Increment Revenues captured under subparagraph (a) at any given time to pay all the Eligible Costs, the Authority or City of Warren or any other taxing jurisdiction is not required to reimburse Developer from any other source. The Authority, will, however, make additional payments toward the Developer's remaining unreimbursed Eligible Costs in accordance with the Agreement as Tax Increment Revenues become available hereunder.
- 6. Termination. This Agreement may be terminated if Developer fails to fulfill a material obligation under this Agreement or the applicable law, after being provided written notice of said failure is provided to Developer or Owner/Tenant from the Director of Community, Economic and Downtown Development ("Director"). Developer shall be a given a reasonable period of time, but no less than thirty (30) days, to investigate the alleged failure and either refute the alleged failure or provide a plan to mitigate any such failure and cure the default. If the default is of such a nature that it cannot be cured within 30 days, Developer will, within the 30 days of the notice of default, provide notice to the Director of the measure that will be taken to cure the default, and will diligently proceed to cure the default within at least 30 days thereafter, unless extended for good cause. If the Developer fails to mitigate the default in accordance with the mutually agreed upon plan and within the mutually agreed time frame, the Director may commence proceedings to terminate the Brownfield Plan. Prior to such action, however, the Developer shall be given an opportunity to meet with the Director, Authority and/or City Council to discuss resolving the default before formal actions are commenced to revoke the Brownfield Plan.

Upon termination, the Brownfield Plan will be abolished, and no further payments will be reimbursed to the Developer. The parties reserve all of their rights by law. Revocation process may be invoked for material obligations, under this Section, are defined to include: (a) a recurring pattern of at least twice, failing to pay taxes or water charges, unless notified of a default; (b) failure to complete the Project in substantially the same form as approved by the Brownfield Redevelopment Authority and City Council; (c) failure to comply with Section 9 of this Agreement; or (d) failure to cure at least three non-material violations, after being provided written notice to Developer and provided an opportunity to cure as outlined above; or (e) vacating the

Property without valid assignment of this Agreement; (f) failure to complete or abandoning construction of the Project for a period of more than four months.

#### 7. Adjustments.

- If, prior to the termination of this Agreement, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties assessed by the Michigan Tax Tribunal, from any future amounts due and owing the Developer. However, in any case other than an appeal of any tax assessment or reassessment of any portion of the Property, the term for repayment may be extended to accommodate any necessary extension to repay any outstanding balance owed to Developer under this Agreement so long as the term does not exceed the thirty (30) year TIR collection duration, without approval of a Brownfield Plan Amendment, which shall not be unreasonably conditioned or denied by the City and BRA. In any such case, the Authority shall reimburse Developer any such loss of Tax Increment Revenues previously paid to Developer through the capture of tax increment revenue from the remaining taxing jurisdictions and any repayment period shall be extended until Developer has been reimbursed in full up to the Eligible Amount.
- (b) If all amounts due under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, this Agreement will terminate, subject to any other rights or obligations in this Agreement.
- 8. Development. The Developer shall perform all activities, and maintain the Property as developed in substantial accordance with the approved Brownfield Plan, which Developer represented was completed on July 30, 2024. The Project shall remain in operation upon the Property for the duration of the Brownfield Plan, as described above under Recitals and in the Plan. If Tenant vacates the Property prior to full repayment under the Brownfield Plan, or fails to complete the Project, no further payments will be made.
- 9. Compliance with Laws; Restrictions. Developer will ensure that all activities, development, occupancy and use of and upon the Property shall comply with all applicable laws, regulations and codes, and local ordinances and Site Plan conditions. Developer agrees that the Property shall not be used for the selling or exhibiting of pornographic materials (however, nothing shall prohibit the sales of mainstream books or materials sold at a mainstream bookseller such as Barnes and Noble), any bingo parlor, or gaming gambling, betting or game of chance business, pool or billiard hall, tattoo parlor, so called "head shop," massage parlor (except reputable chain day spa typical of first class shopping centers in the metropolitan Detroit area shall be permitted), adult book store, adult entertainment facility or adult video store, or an establishment featuring a male or female adult revue or sexually-oriented business identified in the City of Warren Zoning Ordinances, section 14.01 (s) and section 6-77 of the Warren Code or Ordinances, or for the use, growth, cultivation, distribution or manufacturing, or processing of marihuana.

- 10. Reporting. The Developer shall submit a written report in a form provided by the Authority to the Authority following the Project's completion indicating as of that date the number of new jobs located at the Project, if any, and the total Eligible Costs incurred.
- Environmental Certification/Indemnification. The Developer, for itself, its 11. officers, directors, shareholders, members, affiliates and subsidiaries, certify to the City of Warren and the Authority that, to the best of its knowledge without any duty to further investigate the matter, neither the Developer nor any of its members, is a liable party for any environmental contamination that existed on the Property at the time Developer purchased the Property, and understands the City of Warren and the Authority Board relied upon this certification in entering into the Agreement. Notwithstanding the foregoing, the Developer, for themselves, their officers, employees, contractors and successors, hold harmless the City of Warren (the City), City of Warren Brownfield Redevelopment Authority (the Authority), and their officers, employees, members, committees and commissions, for and from any liability, demands, cause of action, claim or suit, for any injury or damage or violation of law or regulation, relating to or arising out of any environmental condition or contamination on or from the Property, or for any liability that may be imputed to the City due to its approval of the Brownfield Plan, except to the extent any of the foregoing that may be due to contamination directly caused, in whole or in part, by the City or the Authority, and for any claim, damage or injury resulting out of or relating to the disbursement of TIR payments to Developer according to the procedure provided in this Agreement. The indemnification obligations shall survive final reimbursement or abolishment of the Plan.
- 12. Interpretation. This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Notwithstanding the foregoing, this Agreement incorporates the Brownfield Plan, Resolution adopting the Brownfield Plan, City Council Resolution and all related official minutes, as well any exhibits and attachments to them as well as any amendments to them, and allocations and re-allocations of eligible activities categories under the Act 381 Work Plan(s), and the Site Plan as outlined above in Section 2 of the Terms and Conditions..
- this Agreement may be assigned between the Developer and any wholly owned related entity upon written notice to Authority, but shall not be assigned or otherwise transferred to any other party without the consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding upon any successors or permitted assigns of the parties. Notwithstanding any assignment of the Agreement, Developer will remain obligated for the performance of the obligations attributed to such party, provided that such assignee shall be primarily obligated for the performance of the same. Developer may assign its rights and obligations, upon advance written notice to the Authority without the Consent of the City or the Authority provided that such assignment is made: (a) as a pledge to secure financing; or (b) to an entity owned or controlled by at least 50 percent of Developer's members or shareholders. In the event of an assignment to an unrelated third party purchaser, the assigning party shall provide prompt notice of such assignment to the Authority at the address provided in Section 15, and the assignee and assignor will execute a written agreement for the assignment and assumption of all

rights and obligations under this Agreement in such form that meets with the satisfaction of the Authority, which shall not be unreasonably conditioned, delayed or withheld.

- 14. Term. This Agreement shall terminate the earlier of: (a) the date when the Eligible Amount as required under this Agreement is fully reimbursed, or (b) the period provided in the Brownfield Plan, as amended, subject to the payment of deposits into the LSRRF as provided in Paragraph M hereof.
- 15. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been given, whether actually received or not, if either delivered personally or mailed by email, fax, certified or registered mail, or overnight service to the parties as set forth below, except that notices of default or termination or of any legal appeal to a state court or agency must be given to the recipients and addresses below by certified or registered mail. Notices of an administrative nature, such as delivery of reports, notices of completion or status or cost submissions may be provided by e-mail at the addresses specified below. Either party may change its address for notices, bills or statements by giving notice of such change as hereinabove set forth.

Authority:

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

With a copy to:

Warren City Attorney One City Square, Suite 400 Warren, Michigan 48093

Developer Young Supply Co: Mr. Anthony Vallan 52000 Sierra Drive Chesterfield, Michigan 48047 arvallan@youngsupply.com

with a Copy to:

AKT Peerless 22725 Orchard Lake Rd. Farmington, MI 48336 ATTN: Ryan Higuchi

- 16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Delivery of a signed counterpart delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq., the scanned or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.
- 17. Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 18. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 20. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party(ies). If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the reasonable satisfaction of the other party.
- 21. Miscellaneous. This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. Subject to Section 2 and 12, above, this Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Brownfield Plan and Project.
- 22. The provisions of the Recitals, together with all documents or exhibits referenced therein, are intended to be specific, and are an integral to, and embodied within the Agreement.

This Agreement has been executed as of the date first written above.

<b>Youn</b>	g Supply Co.:
Зу: _	
	Anthony Vallan
OF 187	CITY OF WADDEN DROWNEIL D
	CITY OF WARREN BROWNFIELD EVELOPMENT AUTHORITY
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RED By: _	EVELOPMENT AUTHORITY

# **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: 248-224-0305

PROJECT #

17495f3

**REVISION DATE** 

August 21, 2024

BRA APPROVAL CITY/COUNTY APPROVAL

August 21, 2024

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# **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. 52000 Sierra Drive Chesterfield, MI 48047 Anthony Vallan, President

586-421-2400

**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

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.

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.

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.

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.

**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** 

\$1,099,749 (Est. Eligible Activities)

COSTS

0 (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** LBRF **Environmental Site Assessment** 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 evergrowing 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 is owned by IX Mile Road LLC, an affiliate of Young Supply Company.

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
	OF OF COMMAN AT N. 1	MADOST SEC 35: TH W 645	10 FT & N89*30'W

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, celling tile	
Square Footage (total)	210,567	
Construction and Other Improvement Dates	1947	

Interior Areas Interior ar		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.
1		

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 | 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:

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.

- 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 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, indicted 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<sup>TM</sup> 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 Criterla 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	SIM	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

 НА#	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 ion the following table:

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

<sup>\*</sup>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	Esti	mated Cost
4	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
4. Cı	ibtotal Environmental & Non-Environmental Eligible Activities	\$	1,034,749
5.	Brownfield Plan Preparation and Implementation	\$	65,000
	otal Eligible Activities Cost	\$	1,099,749
6.	BRA Administration Fee 10%	\$	200,841
7	Local Brownfield Revolving Fund (LBRF) 10% + 5 years*	\$	506,980
	otal Eligible Costs for Reimbursement	\$	1,807,571

<sup>\*</sup>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 Local-Only tax capture	Eligible Activities, Interest, Contingency \$1,099,749
Total	\$1,099,749

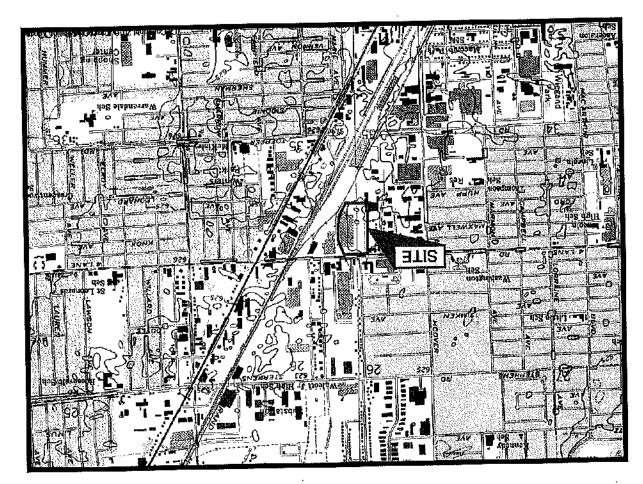
**Attachments** 

# Attachment A Site Maps and Photographs

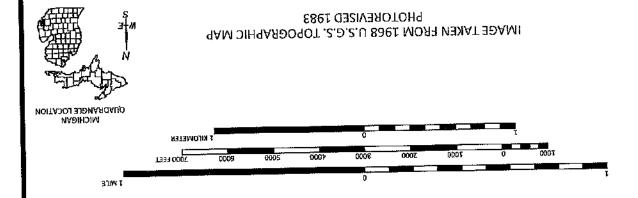
- Figure 1 Scaled Property Location Map
- Site Photographs
- Alta Survey

## GROSSE POINTE QUADRANGLE

MICHIGEAN - MACOMB COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T,1 N,-R,12 E.



TOPOGRAPHIC LOCATION IMAP

DATE:

DATE:

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

AKTPEERLESS, ENVIRONMENTAL SERVICES

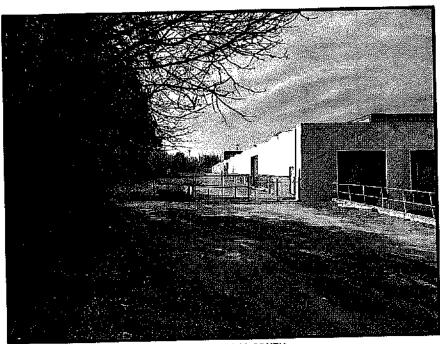
EIGNEGIT

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PARCEL A - SUBJECT BUILDING 1, FACING WEST



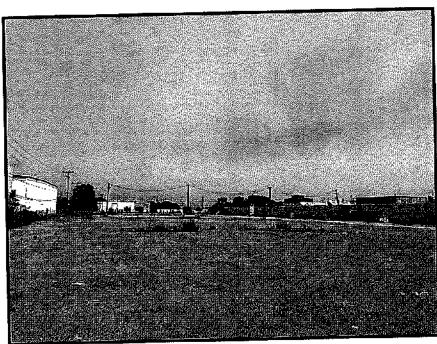
PARCEL A, FACING SOUTH



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



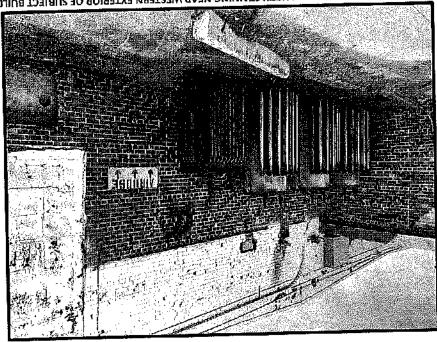
PARCEL A, FACING EAST



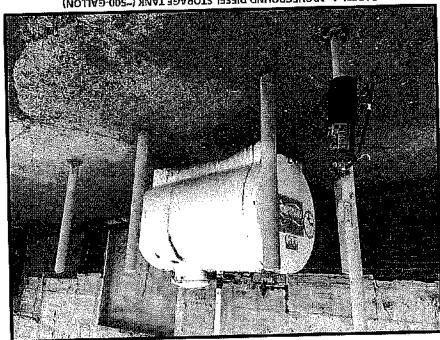
PARCEL A, FACING NORTH



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



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



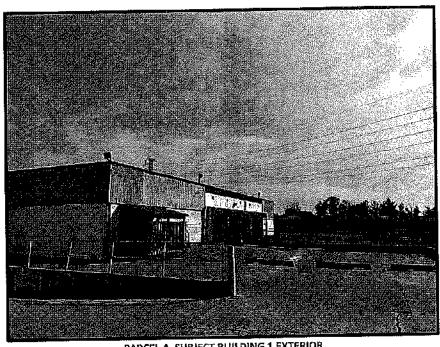
PARCEL A, ABOVEGROUND DIESEL STORAGE TANK (~500-GALLON)
OBSERVED NEAR WESTERN EXTERIOR OF SUBJECT BUILDING 1

DATE: 09/20/2022

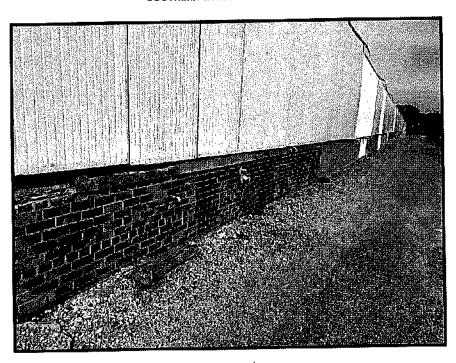
TY495f-1-17

RECONNAISSANCE PHOTOGRAPHS

12350 and 12500 E. Nine Mile Road Warren, Michigan ENVIRONMENTAL SERVICES



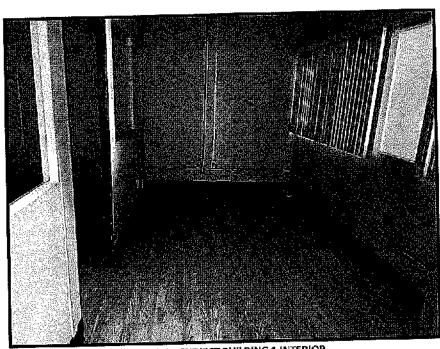
PARCEL A, SUBJECT BUILDING 1 EXTERIOR SOUTHERN EXTERIOR TRUCK WE



PARCEL A, SUBJECT BUILDING 1 EXTERIOR VIEW OF SUSPICIOUS PIPING



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



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



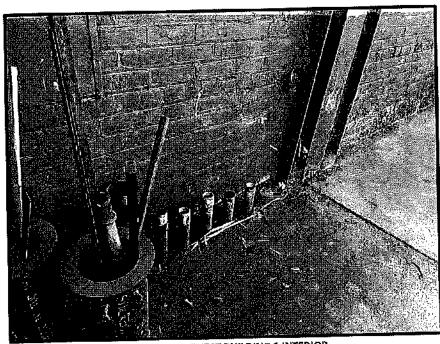
PARCEL A – SUBJECT BUILDING INTERIOR TYPICAL VIEW OF MANUFACTURING AREA



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



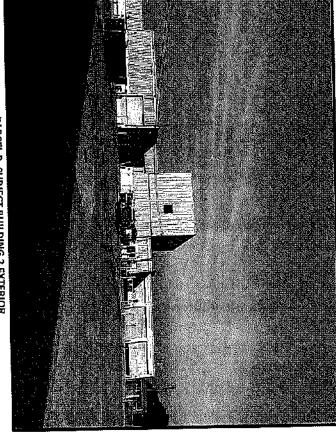
PARCEL A – SUBJECT BUILDING 1 INTERIOR TYPICAL VIEW OF FLOOR DRAIN



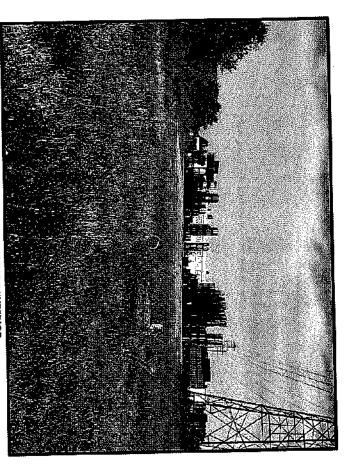
PARCEL A – SUBJECT BUILDING 1 INTERIOR SUSPICIOUS PIPING



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



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

AKT PEERLESS.

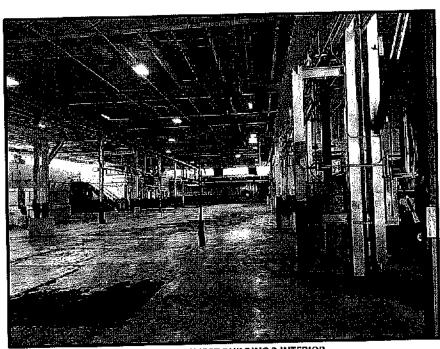
ENVIRONMENTAL SERVICES

RECONNAISSANCE PHOTOGRAPHS

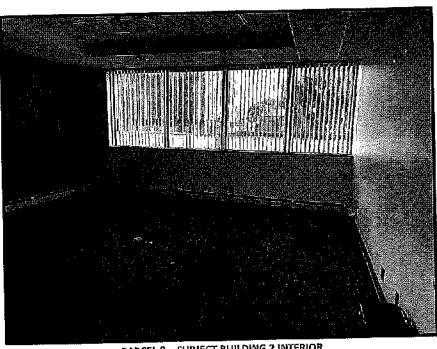
TAKEN BY: CTJ DATE: 09/20/2022

PROJECT NUMBER: 17495f-1-17

12350 and 12500 E, Nine Mile Road Warren, Michigan



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

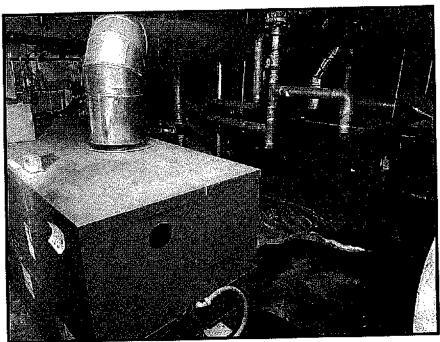


PARCEL B – SUBJECT BUILDING 2 INTERIOR TRYPICAL VIEW OF OFFICE AREA

AKT PEERLESS.

RECONNAISSANCE PHOTOGRAPHS

12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



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

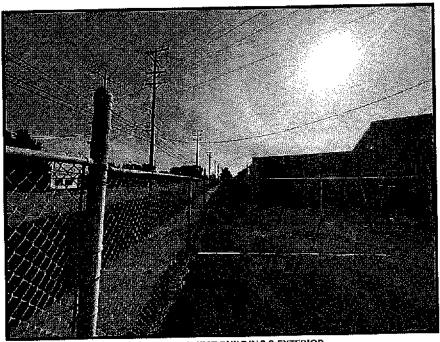


PARCEL B — SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF STAINING/ CONCRETE PATCHING THROUGHOUT

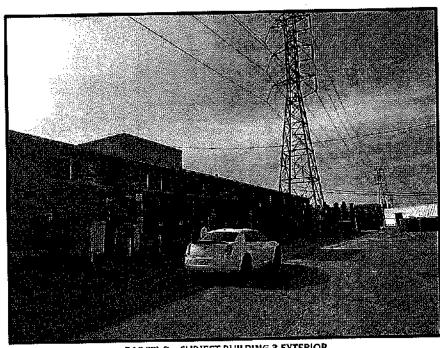
AKTPEERLESS ...

RECONNAISSANCE PHOTOGRAPHS

12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



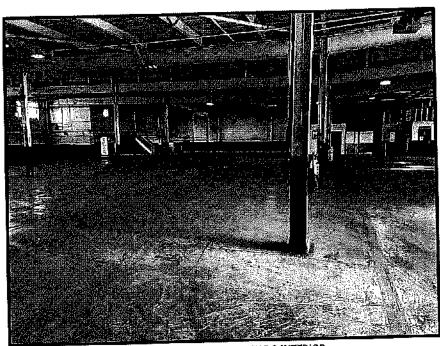
PARCEL B – SUBJECT BUILDING 3 EXTERIOR TYPICAL VIEW OF PARCEL B FACING WEST



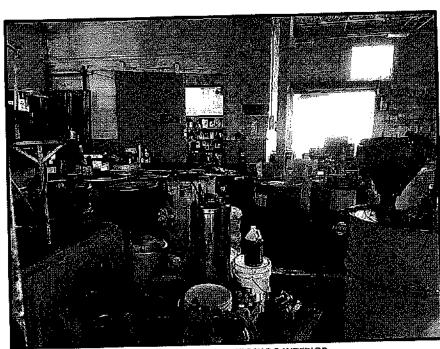
PARCEL B – SUBJECT BUILDING 3 EXTERIOR TYPICAL VIEW OF PARCEL B FACING SOUTHEAST



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CT) DATE: 09/20/2022



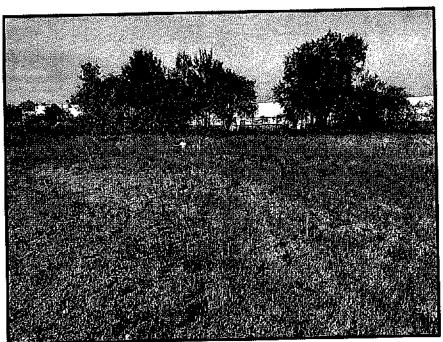
PARCEL B – SUBJECT BUILDING 3 INTERIOR TYPICAL VIEW OF WAREHOUSE AREA



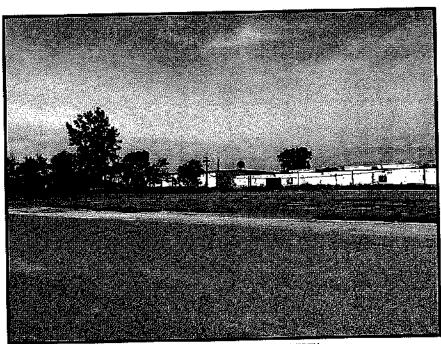
PARCEL B – SUBJECT BUILDING 3 INTERIOR VIEW OF CHEMICAL STORAGE PENDING OFFSITE DISPOSAL



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



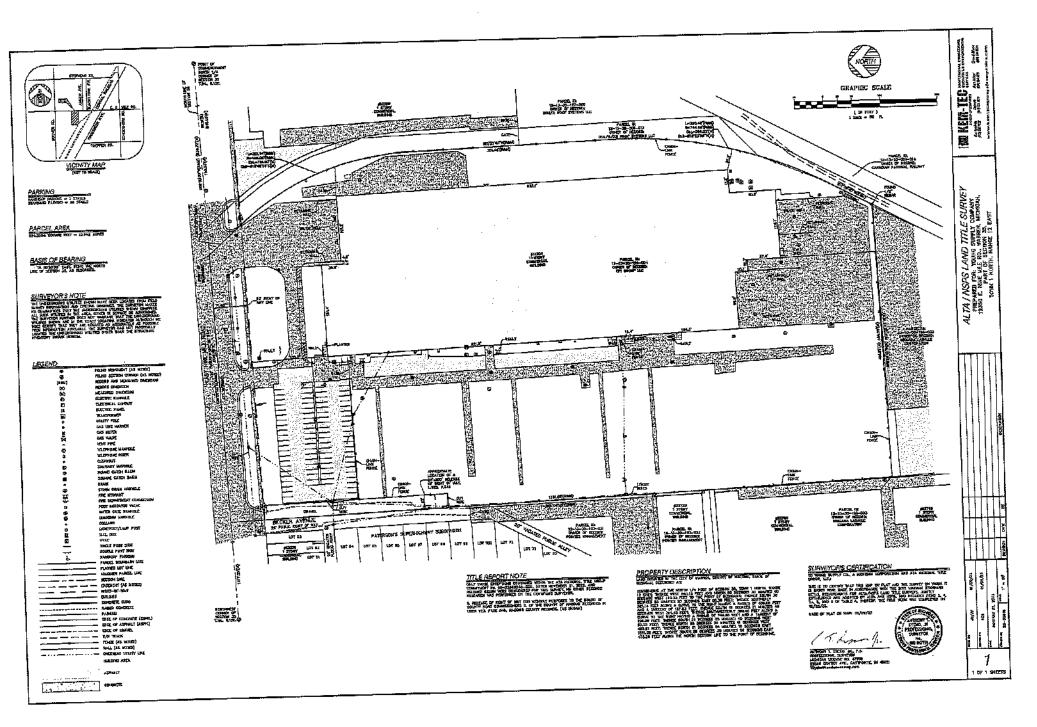
SOUTHERN ADJOINING PROPERTY



SOUTHWESTERN ADJOINING PROPERTY



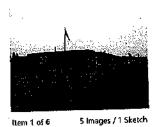
12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



Attachment B Legal Description

## 12350 9 MILE WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-35-128-004



#### Property Owner: IX MILE ROAD LLC

#### Summary information

- > Commercial/Industrial Building Summary
  - Yr Built: 1947 # of Buildings: 2
  - Total Sq.Pt.: 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 ILC 52000 SIERRA DRIVE CHESTERFIELD, MI 48047 Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2023

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

Mamostead	Date	03/

03/01/1994

Homestead Date		1
	June 1st Final	Ţ
Principal Residence Exemption		ヿ゙
Plantipa resource many	0,0000 %	1
2023	0.0000	_
2029		

#### **Previous Year Information**

7767101	)	MBOR Assessed	Final SEV	Final Taxable
Year			\$2,062,710	\$1,404,290
2022		\$2,062,710 \$1,937,370	\$1,937,370	\$1,359,429
2021 2020		\$1,775,170	\$1,775,170	\$1,340,660

#### Land Information

Zoning Code	MZ	Total Acres  Land Improvements  Renaissance Zone Expiration Date	15.295
Land Value	\$782,920		\$49,875
Renalssance Zone	No		No Data to Display
ECF Neighborhood Lot Dimensions/Comments		Mortgage Code Neighborhood Enterprise Zone	No Data to Display No

	[ Depth
1 11	Frontage
Lot(s)	
ht - lets found	

Total Frontage: 0.00 ft

Average Depth: 0.00 ft

Legal Description

T1N,R12E, SEC 95 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89°30°W 190.33 FT TO PT OF 8EG; 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

	No Data to Display 01/01/0001	0 9 Nat Available Nat Available
Parent Percel	No Date to Display	

#### Sale History

	. <u></u>		Grantor	Grantee ·	Terms of Sale	Liber/Page	
Sale Date	Sale Price	Instrument			03-ARM'S LENGTH	29043/354	
03/10/2023	\$8,425,000.00	DW	DPI GROUP LLC	IX MILE ROAD LLC	C == +**	19566/6	
The server of the first	\$3,000,000.00	WD	MANCHESTER WARREN	DPI GROUP LLC	03-ARM'S LENGTH		
11/07/2008	1/2008   \$3,000,000.00	··-	INVESTMENTS LLC		I		
03/17/2008	\$1,900,000.00	gc .	CITIZENS BANK	MANCHESTER WARREN INVESTMENTS LLC	33-TO BE DETERMINED	19376/980	
	i 		CENTRAL WARREN	Republic Bank	33-TO BE DETERMINED	17206 408	
09/30/2005	\$2,573,235.00	OTH			03-ARM'S LENGTH	7272/667	
08/01/1996	\$1,600,000.00	WD	LOREN HOUSTON	CENTRAL WARREN, L.L.C.	The second secon	3321/933	
04/02/1981	\$2,000,000,00		FALCON INVESTMENT	LOREN W. HOUSTON	04-BUYERS INTEREST IN A LC		

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

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

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

<sup>\*\*</sup>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.

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## **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

IX Mile LLC 12350 £ Nine Mile Warren M!

AKT Peerless Project No. 17495f3-2-25

As of March 20, 2023

LIGIBLE ACTIVITIES COST SUMMARY	Eli	Estimated Cost of Eligible Activity					
D. J. Manuart Artivities		\$ 61,350	\$ 61,350				
Predevelopment Activities		\$ 482,899	\$ 482,899				
Due Care Compliance Activities		\$ 544,249	\$ 544,249				
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES		\$ 25,000	\$ 25,000				
Demolition Activities		\$ 465,500	\$ 465,500				
Lead, Ashestos, and/or Mold Activities		T					
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES		\$ 490,500	<u></u>				
Total Environmer	ntal and Non-Environmental Eligible Activities	\$ 1,034,749	\$ 1,034,749				
<u> </u>		\$ 15,000	\$ 15,000				
Brownfield Plan & Act 381 WP Preparation		\$ 50,000	\$ 50,000				
Brownfield Plan & Act 381 WP Implementation	Total Eligible Activities Cost	\$1,099,749	\$1,099,749				
		\$ 200,841	\$ 200,841				
BRA Administration Fee		\$ 506,980	\$ 506,980				
Local Brownfield Revolving Fund (LBRF)	Total Eligible Costs for Reimbursemen						
	Total sulfinite costs to we have 1000						
ELIGIPLE ACTIVITIES COST DETAIL	P (2017)						
	ASSESSED TO THE TOTAL	Februari Cost	Local-Only				

LIGIBLE ACTIVITIES COST DETAIL			100050	Cost/			
	# of Units	Unit Type	76 (4) (5) (5)	Unit	Est	Total Cost	Local-Only.
Predevelopment Activities			43 -			500	Local-Only
hase   ESA Reliance Letter	1	LS	\$	500	\$		Local-Only
Phase If ESA	1	LS	\$	45,600	\$	45,600	Local-Only
EA	1	LS	\$	3,000	\$	3,000	Local-Only
Asbestos and Hazardous Materials Survey	1	LS	\$	12,250	<u></u>	12,250	LOCAL-OTHY
subto:	tal	<u></u>			<u>.</u>	61,350	
Due Care Compliance Activities		. 15		3,500	\$	3,500	Local-Only
Due Care Compliance Analysis	1	1.5	\$	60,000		60,000	Local-Only
supplemental Soil Gas Testing & Pressure Field Extension Testing	1	LS	\$	5,500		5,500	Local-Only
apor Milgation System (VMS) Design and Installation Plan	1	LS	\$	300,000	-	300,000	Local-Only
/MS Installation	1	£S	۲ خ	25,000	-	25,000	Local-Only
/MS Post-Installation Start-Up Testng and System Monitoring	1	LS	\$ \$	15,000		15,000	Local-Only
D&M Plan and Due Care Reporting	1	1.5		44,569		44,5 <del>6</del> 9	Local-Only
PCB Tranformer Removal	1	LS	\$ \$	29,330		29,330	Local-Only
PCB Transformer Disposal	1	LS	÷	29,330	5	482,899	20021 1
subto	otal	<del></del>		<del></del>		702,022	
Demolition Activities		LS	5	25,000	) \$	25,000	Local-Only
Select Interior Demoiltion	. 1	دير	Ļ	20,000	<u> </u>	25,000	
subte	otal			<del></del>	<u> </u>	~ ~ ~ ~ ~	
Asbestos Activitles		LS	\$	418,000	5	418,000	Local-Only
Asbestos Abatement	1		\$	,		47,500	Local-Only
Abatement Oversight, Air Monitoring and Project Management		. 13	Ą	47,500	' <del>- '</del> -	465,500	
5UBE	ota!	<del></del>	<del></del> -		- *	752,230	Local-Only
Brownfield Plan & Act 381 Work Plan				15,000	Š	15,000	\$ 15,000.
Brownfield Plan	<b>1</b>	_	\$	-		50,000	\$ 1,000
Implementation		L LS	Ş	10,000	3 - 3	65,000	T _,
subt	otai						<del></del>



#### Table 2. Tax Increment Revenue Estimates

. IX Mile U.C 12350 E Nine Mile Warren Mi

AKT Peerless Project No. 17495f3-2-25

As of March 20, 2023

	Frei ar ann a' Th'	'increase rate: 1.	015													
	ESUMADEO IV	Plan Year	7	2	3	1 4	5	6	7	8	9	10	11	12	13	14
		Pian Tear; Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	3035	2036	2037	2038
		caleridar tear 'axable Value - S	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
		axable value of nated New TV S	3,035,455		\$ 3,189,125	5 3,268,853		,		\$ 3,608,202	\$ 3,698,407	\$ 3,790,867	\$ 3,885,639	\$ 3,982,780	\$ 4,082,350	5 4,184,408
Post-Dev TV (30% of Project Investment		TV - Initial TV)		·	\$ 1,714,621			5 1,959,835	\$ 2,045,693	\$ 2,133,698	\$ 2,223,903	\$ 2,316,363	\$ 2,411,135	\$ 2,508,275	\$ 2,607,846	\$ 2,709,904
incremental bi	MELEUCE (MAN	to - Huristiah A	. 100000	Ç 2,030,007	+ -/ ·/	+	¥									
		г														
		Incremental 3	12.997	i e i i i i i i i i i i i i i i i i i i		\$ 14,940	S 15.621	\$ 16.318	5 17.033	\$ 17,766	\$ 18,517	\$ 19,287	\$ 20,076	\$ 20,885	\$ 21,714	\$ 22,563
Warren Operating		ncremental			\$ 3,434	Marrie 17, La		.,,		\$ 4,274	\$ 4,454	\$ 4,639	\$ 4,829	\$ 5,024	\$ 5,223	\$ 5,428
City Road Improv	2.0029		AND THE RESERVE AND ADDRESS OF THE PARTY OF				300 100 00 00 00 00 00 00 00 00 00 00 00	·	2.0 L. H. D. W.L.	\$ 591	5 516	\$ 642	\$ 668	\$ 695	\$ 722	.\$ 751
EMS	0.2770	noremental S	B		The second of the selection	407 7 24 10 10 10 10 10 10 10 10 10 10 10 10 10		**************************************		\$ 2,707	S 2,821	5 2,999	\$ 3,059	\$ 3,182	\$ 3,309	\$ 3,438
Library	1.2687	incremental 3		\$100 Market 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	active and a second			02.75			\$ 6,171		S 6,691	\$ 6,960	\$ 7,237	\$ 7,520
Sanitation	2.7750	Incremental :	AN				Section of the sectio				S 11.086	\$ 11,547	\$ 17,019	\$ 12,503	\$ 13,000	\$ 13,508
Act 345 Pol/Fire	4.9848	Incremental :							3			5 2.152	S 2,240	\$ 2,330	\$ 2,422	\$ 2,517
Police Operating	0.9289	incremental :				AL-AL-							\$ 2 240	\$ 2,330	\$ 2,422	5 2,517
Fire Operating	0.9289	Incremental		The state of the s										\$ 12,451	\$ 12,945	\$ 13,452
Pilice & Fire Operating	4.9641	Incremental		<del></del>	3.0 1 1201									5 2.319	\$ 2,411	\$ 2,506
Recreation	0.9247	incremental			And the second second						V		5 10.416		\$ 11,265	\$ 11,707
Macomb County Operating	4.3200	Incremental :							7 / T				5 3.394	S 3.581	111111111111111111111111111111111111111	
MCC Operating	1,4077	Incremental										7			10.100	\$ 12,547
Mac Int School	4,6300	Incremental														
Macornb Veterans	0.0652	Incremental				L \$				AND THE PERSON NAMED IN						
Huron-Clinton Parks	0.2070	ncremental		1.00			1 388									\$ 2,574
Smart	0.9500	ncremental	\$ 1,483	\$ 1,555	\$ 1,629	\$ 1,70	\$ \$ 1,782	1 3 TEE	, 1,340		11 Sept 11 11 11 11 11 11 11 11 11 11 11 11 11	2,002			.+ -,	<del></del>
Local To	tal 38.9512															
Total Local Tax Increment Revenue Ca	ntire.		\$ 60.817	S 63,773	\$ 66,804	1 \$ 69,91	\$ 73,094	\$ 76,358	\$ 79,703	\$ 83,131	\$ 85,546	\$ 90,248	\$ 93,941	\$ 97,725	\$ 101,505	\$ 105,581
TOTAL LOCAL TOX INCLEMENT RESERVE CO	prove			<u> </u>												
19-12-17-5-12-13-18-18-18-18-18-18-18-18-18-18-18-18-18-	deal Mark	Ħ														
	4. <b>780</b> 0	BL New∀TV	S 14,509	5 14,877	\$ 15,24	4 \$ 15. <del>6</del> 2	5 5 16,016	S S 16,41	\$ 15,827	\$ 17,247	\$ 17,678					
Warren Con Debt/SF	0.0945		\$ 287			1 \$ 30		7 \$ 32	\$ 333	\$ 341	. \$ 349		•		•	5 \$ 395
Zoò	0.1956		\$ 594	-		4 5 63			2 \$ 685	\$ 706	\$ 723	3 \$ 741	. \$ 760	) \$ 779	\$ 799	9 \$ 818
DIA		MEANIN	<b>→</b> ⇒5.				- •									
Total Non-Capturable Tax	tes 5.0701															



#### Table 2. Tax increment Revenue Estimates

IX Mile LLC 12850 E Nine Mile Warren MI AKT Peerless Project No. 17495f3-2-25 As of March 20, 2023

					· · · · · · · · · · · · · · · · · · ·	22	23	24	25	26	27	28	29	30	TOTAL
15 16	17	18	19	20	21		2047	2048	2049	2050	2051	2052	2053	2054	
2039 2040	2041	2042	2043	2044	2,045	2045		\$ 1,474,504		\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	l i
	4 \$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504						S 5,627,564	\$ 5,768,253	\$ 5,912,459	\$ 6,060,271	\$ 6,211,778	
	4 \$ 4,506,150		\$ 4,734,274	\$ 4,852,631	\$ 4,973,946			-			\$ 4,293,749	\$ 4,437,955	\$ 4,585,767	\$ 4,737,274	1
5 2,814,514 \$ 2,921,74			\$ 3,259,770	\$ 3,378,127	\$ 3, <b>499,</b> 44 <b>2</b>	\$ 3,623,791	\$ 3,751,249	\$ 3,881,892	2 4,013,000	3 41,000,000	ψ, <b>-,</b>				l l
\$ 2,014,314 \$ 1,011,1															1 1
										or and the second second	organista de la composição	ownskieren	S 38182	\$ 39,444	5 741,287
	7 S 25,242	5 26180	\$ 27,142	\$ 28.127	\$ 29,137	\$ 30,179			\$ 33,437	\$ 34,580	\$	S 8,889	5 9185		5 178,317
				College College	200	\$ 7,258	5. 7,519					(3)			\$ 24,661
2	2 \$ 6,072	**************************************	And the second second	NAME OF TAXABLE PARTY O		\$ 1,004	5 1,039	\$ 1,075	<b>.</b> 9 1,117				7507		\$ 112,952
The same of the sa	9 \$ 840		Transaction Annual Contraction of the Contraction o	Activities and the second	.c.c.	\$ 4,598	\$ 4,759	\$ 4,925	<b>\$</b> 5,095					5 13,146	\$ 247,057
\$ 3,571 \$ 9,7(	n n v v v v v v v v v v v v v v v v v v	the state of the s					5 10,411	\$ 10,772	s 11,144	C. O. A. C. Mary	\$ 11,915				
- A - A - A - A - A - A - A - A - A - A	8 \$ 8,413		V						5~ 20,018	\$ 20,702			7 7		
	4 \$ 15,112							\$ 3,600	5 8,730	\$ 3,858					\$ 82,700 \$ 82,700
\$ 2,614 \$ 2.7	4 \$ 2,816				0.2447.03.35-1				5 3,730	) \$ 3,85£	\$ 3,988				
\$ 2,614 \$ 2,7	4 5 2,810				11525				S 19,93	\$ 20,514	\$ 21,315	\$ 22,030			
5 13,972 5 14,5	)4 \$ 15,04	2 W. T. 11000			· · · · · · · · · · · · · · · · · · ·		1 S 3,46	-1111		3 5 3,840	\$ 3,970	\$ 4,104			
\$ 2,603 5 2,7	)2 \$ 2,8D	3 \$ 2,908			K-2,30 03,					The state of the s	\$ 18,549	\$ 19,177	: \$ 19,811		
S 12 159 S 12,6	22 \$ 13,09	7 S 13,583	\$ 14,082					7			\$ 6,044	5 6,247	7 \$ 6,455	BOOK TOWNS TO SEE	\$ 125,327
	13 5 4,26	8 \$ 4,426					- CONTRACTOR VIII				19,880	) S 20,540	\$ \$ 21,232	\$ 21,934	
S 19 031 \$ 18,5	28 5 14,03	7 \$ 14,55	5 15,093				The second of the second of the second			1. 2. 4			9 \$ 299	\$ 909	
	90 5 19	8 5 20	, Ş 213	\$ 22	100 T. Com 200 Co.		A-121-04			character and a second		5 91	9 \$ 949	981	\$ 18,429
and the second s		8 S 65	675	\$ 59		the state of the s	***************************************			#100 V 100 C 100 C 1			6 S 4.350	S 4,500	\$ 84,578
(2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4			7 S 3.09.	\$ 3,20	9 \$ 3,32	4 5 3,44	3 \$ 3,56	4 \$ 3,68	g \$ 3,81	> 0.00 (10 to 4	- Marie Control of the Control of th	12.14 A A 23.14 A 23.14	2.04.00	· · · · · · · · · · · · · · · · · · ·	
5 4,6/4 5 4,7	ro and water														<u> </u>
							7 \$ 146,15	3 5 151,24	3 \$ 156,45	D S 161.80	8 \$ 167,29	0 \$ 172,90	8 \$ 178,66	7 \$ 184,570	\$ 3,468,698
\$ 109,657 \$ 113,5	34 \$ 118,11	7 \$ 122,50	6 \$ 127,00	\$ 131,61	<u>6 \$ 136,34</u>	2 \$ 141,18	7 \$ 146,15	<u> </u>	. <del></del>	- 1,	-:-				1 1
<u> </u>	<u> </u>														Į Į
										4 \$ 26,90	o \$ 27,57	2 \$ 28,26	2 \$ 28,96	8 \$ 29,69	2 \$ 637,005
\$ 20,502 \$ 21,0	14 5 21.53	s \$ 22,07	8 \$ 22,63	\$ 23,19	6 \$ 23,77	5 \$ 24,37					- +	T T 1			7 \$ 12,594
<b>♥ =</b> -₁ ,	- · ·	. , .	6 S 44	7 5 45	9 \$ 47	p \$ 48	32 \$ 49		36 \$ 51		· ·		<b>-</b>		5 \$ 26,067
7 100 0	· ·	an S 90			<b>j</b> 9 \$ 97	3 \$ 99	97 \$ 1,01	22 \$ 1,04	48 \$ 1,07	r4 \$ 1,10	1 5 1,12	سليد چ ن		_ +	
\$ 839 \$	160 \$ 88	30 C	·~												•



#### Table 3. Reimbursement Aliocation Schedule

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

TOTAL		Ś	-	1\$	1,099,749	\$	1,099,749
Local	100.0%	\$	-	\$	1,099,749	\$	1,099,749
State	0.0%	\$	•	l		5	-
Developer Maximum Reimbursemen	Proportionality	# 0000000	yl & Local faxes	Lott	i-Only Taxes		Total

Estimated Total Years of Plan: 21

						- 5	6	7	8	9	10
	Plan Year	1	2	3	7020	2029	2030	2031	2032	2033	2034
	Colendar Year	2025	2026	2027	2028			\$ 79,703	\$ 83,131	\$ 85,646	
Total Local Incremental Revenue		\$ 60,817				,	•	,		\$ 8,665	
BRA Administrative Fee - 10%		\$ 6,082					•	•		\$ 8,665	\$ 9,025
LBRF - 10%		\$ 6,082	\$ 6,377					T .	•	\$ 59,317	\$ 72,1 <del>99</del>
Local TIR Available for Reimbursement		\$ 48,653	\$ 51,019	\$ 53,443	\$ 55,928	\$ 58,475	3 01,000				
Local Lik Available for Kellings sement						and the second second	a u tahupan hin adali	a consultation of the second			777
	maryabkorasibk										
				da Marakatan dinggan diwiliko							
****	Beginning									ole Association and Fra	\$ 499,362
DEVELOPER	Balance	\$ 1,051,096	\$ 1,000,077	\$ 946,684	\$ 890,706	\$ 832,231	\$ 771,145	\$ ,707,383	\$ 640,878	\$ 571,561	**************************************
DEVELOPER Reimbursement Balance	\$ 1,099,749	3 1,051,050	2,000,000	CATANAGA CANAGA ANTARA	***************************************						
							···-				\$ 499,362
<del></del>		1.0 4.054.000	5 1,000,077	\$ 946,634	\$ 890,706	\$ 832,231	5 771,145				
LOCAL-ONLY Reimbursement Balance	\$ 1,099,749				<u></u>		\$ 61,080	5 \$ 63,762	\$ 66,505		
Eligible Activities Reimbursement	\$ 1,099,749	-	5 51,025	\$ -	\$ -	5	\$ -	\$	\$	<u> </u>	\$ - 7 \$ 72,199
Interest Reimbursement	<u> </u>	15	5 51,019	5 53,443	\$ 55,921	\$ 58,47	\$ 61,03	6 \$ 63,762	\$ 66,505	\$ 69,317	\$ 12,155
Total Local-Only TIR Reimbursement		\$ 48,659	, 5 31,045	, <u>, , , , , , , , , , , , , , , , , , </u>		-8,-2, 1,-2, 1,2, -2, 1,4,5	n mingraphic Augusters		eraraksii (Ki		
Republicant Season-Season Francisco Della Contraction									<u> </u>		
		en standing									,
											0
		<del></del>	1 0	0	0	, 0	0	0	1 0		
LOCAL BROWNFIELD REVOLV. FUND	LBRFYear	0		· -	ż -	\$ -	\$ -	\$ <u>-</u>	ş <u>-</u>	\$ -	<u>s</u>
LBRF Deposits		\$ -		· ·	· · ·	5 -	\$ -	- \$	\$ -	\$ -	\$ -
STATE	\$ -	4	· -	• -	Š ·	٠	\$ -	\$ -	\$ •	\$ -	<b>5</b> -
LOCAL	no maximum	Ţ	\$ -	<b>-</b>	•	•	•				



#### Table 3. Reimbursement Allocation Schedule

IX Mile LLC 12350 E Nine Mile Warren Mil AKT Peerless Project No. 1749Sf3-2-25 As of Morch 20, 2023

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

	Plan Year	]	11		12	l .	13		1.4
	Calendar Year	1	2035	Ï	2036		1037		2038
		5	93,941	's	97,725	\$	101,505	\$	105,581
Total Local Incremental Revenue		č	9.394	Ś	9,773	s	10,160	\$	10,558
BRA Administrative Fee - 10%		ě	9,394	5	9,773	Ś	10,160	\$	10,558
LBRF - 10%		,	75.153	ė	78,180	ė	81,284	Ś	84,465
Local TIR Available for Reimbursement		Þ	15,133	ð	, 4,200	٠	02,00	•	

CS (1R AVSIBBLE 10) REININGS EMERIC										er annold kann
					(F) (s)			enga paranga. Ligar Zoreni		
estale de l'anne estale de l'anne de la company de la comp		Seginning								
EVELOPER		Balance					L.A.:235.4	an and Calendar Market and a	Professional	180,26
EVELOPER Reimbursement Balance	5	1,099,749	\$	424,210		345,090	<b>5</b>	264,746	100000	180,28
OCAL-ONLY Reimbursement Balance	i <i>s</i>	1,099,749	s	424,210	5	346,030	\$	264,746	\$	180,28
Eligible Activities Reimbursement	15	1,099,749		75,153	\$	78,180	\$	81,284	\$	84,46
Interest Reimbursement	\$		\$	-	\$		\$		\$	
Total Local-Only TiR Reimbursement	<u> , </u>		\$	75,153	\$	78,180	\$	81,284	\$	B4,41
	den ee			#08.980 <u>}</u> (80.80		1000			''. Ç 💱	
OCAL BROWNFIELD REVOLV. FUND	_	LBRF Year	1	0	1	0	Τ	0	Ī	0
		LDNr (CO)	5	-	\$	-	\$	-	\$	
RF Deposits	15		ΤŠ	-	\$	#	\$	-	\$	
STATE	<del></del>	o maximum	Š	_	\$	-	\$	-	\$	
LOCAL	1 "		1.							



#### Table 3. Reimbursement Allocation Schedule

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

interest	Proportionality	School 1	ol & Local Taxes
EGLE	0.0%	\$	•
MSF	0.0%	\$	

								End Plan			· · ·
						10	20	21	22	23	24
	Plan Year	15 2039	2040	2041	2042	2043	2044	2045	2046	2047 \$ 145,153	2048   151,243
Total Local Incremental Revenue	Calendar Year	\$ 109,657 \$	113,834	\$ 118,117						•	15,124
BRA Administrative Fee - 10%		\$ 10,966 \$ \$ 10,966 \$	11,383 11,383				\$ 13,162	\$ 13,634	\$ 14,119		
LBRF - 10% Local TIR Available for Reimbursement		\$ 87,725 \$	91,068		\$ 98,005	\$ 101,604	\$ 105,293	\$ 109,074	\$ 112,950	3 116,323	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Local Circ Avanable for interest										[7372] 	<u> </u>

	-	ginning							i Çakirî								er Sances		det de est e		
DEVELOPER  DEVELOPER Reimbursement Balance		1,099,749	\$ 200	92,555	\$	1,488	\$		5		\$		\$		<b>&gt;</b> 200000		9.7	estellare ( T. 100)	10.000	200 o 304 V C	22 22 2 2 2 2
DEVELOPER Reimbursement purents		(, <del>,,,,,,,,,</del> ,,,,,,,,,,,,,,,,,,,,,,,,,,						····													<del></del>
										:	٠.		\$		5	-	5	- 5		- \$	
LOCAL-ONLY Reimbursement Balance	2 ا	1,099,749	\$	92,555	\$	1,488			<del></del>		<del></del>		<u> </u>		Ś		Ş	- \$		- \$	
Eligible Activities Reimbursement	- 13	1,099,749	_	87,725	\$	91,068	\$ \$	1,488	\$	<del>-</del> _	<u> </u>		<del>~</del> ~		<del></del>		Ś	- S		- 5_	<u> </u>
			5	· ·	\$	-	\$	-	\$		<u> </u>		<del>.</del>		<del>2</del>		· ·	- 5		- \$	
Interest Reimbursement			<u> </u>	87,725	<u></u>	91,068	3 \$	1,488	\$	-	\$	-	ş	-	>	-		*			Survey Congression
Total Local-Only TIR Reimbursement			7							a. ordonika	diameter.	orana (Alima)	1,000,000	waajijalati.	(de) de la	944 (CA)	89.878 E				
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LOCAL BROWNFIELD REVOLV. FUND LBRF Year	<u> </u>	) i	2	20000	\$ 101,504	\$ 105,293	\$ 109,074	. \$ -	\$	- \$	-
	- \$	- \$	93,006 \$	98,005	2 101'904	3 2222	· +	<u>-</u>	5	- S	-
LBRF Deposits		- 5	- \$	•	\$-	\$ -	·		ř	- 4	_
STATE \$	- 3	ě	93 006 \$	98,005	\$ 101,604	\$ 105,293	\$ 109,074	. \$ 1	2	- 4	
no manipulati S	- >	- 4	22,000 4								
STATE \$ - \$ CONTROL STATE	- \$ - \$	- \$	93,006 \$	98,005	\$ 101,604	\$ 105,293	\$ 109,074		>	- •	



## Table 3. Reimbursement Allocation Schedule IX Mile LLC 12350 E Nine Wile Warren MI AKT Peerless Project No. 1749513-2-25 As of March 20, 2023

		1			26	27		28		29			30	. 1	OTAL	l
	Plan Year	<del>,</del>	25		2050		2051		2052	1	2053		2054	-		İ
	Calendar Year	1	2049	١.			167,290	۱ د	172,908	<b>`</b> \$	178,667	\$	184,570			
Total Local incremental Revenue		\$	156,460		161,808		15,729		17,291		17,867	5	18,457			
BRA Administrative Fee - 10%		\$	15,546		15,181				17,291		17,867		18,457			
LBRF - 10%		\$	15,646		16,181		16,729		138,326		142,934		147,656			
Local TIR Available for Reimbursement		\$	125,168	\$	129,447	\$	133,832	Þ	130,320	٠	#10,55	•	-	1		
FOCSI LIK WASHING OF MEHINDAISE HARM								Tarana.	ricar agein a sin	Transaction of	salah Japan Adalah		and the Picture of the Control of th			A
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DEVELOPER	Balance			3	. ACADAM STREET, CARROLL STREET	<b>30-2</b> 00	ngung mentaphysikal	inter-	nevet elkekske	5		\$				ä¥
DEVELOPER Reimbursement Balance	\$ 1,099,74	9 5		15		1		Apres /	u et tres anno en		· · · · · · · · · · · · · · · · · · ·			1		
<u> </u>					•									├		_
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LOCAL-ONLY Reimbursement Balance	\$ 1,099,74	9 5		\$	-	_ 5		\$		<u> </u>				15	1,099,74	9
LOCAL-CALT Remindracine in Business	\$ 1,099,74	9 5	-	\$		<u>\$</u>		- 5				<del>~~</del> -	-	13		_
Eligible Activities Reimbursement	S	- 5		\$		\$						<del></del>		10-	1,099,74	9
Interest Reimbursement	1-	<u>T.</u>		\$	*	\$	-	\$	-	\$	-	Þ		ν	,	
Total Local-Only TIR Reimbursement		*					rii. waxii y wasaa	Acres	analiyen ba	e are	reserve i	on.				4
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LOCAL BROWNFIELD REVOLV. FUND	LBRF Year			<u> </u>		<del>-</del> '-		\$	-	\$	-	\$	-	<u> </u>		_
LBRF Deposits		<u>\$</u>	<u> </u>	- 3		- 4		<del></del> ÷		5	-	\$	-	1		
STATE	\$ <u>-</u>	\$	-	5	•	7	-	ě	_	5	-	\$		1		
	no maximum	\$	-	s	-	\$	-	3		~				-		
ŁOCAL.	•															



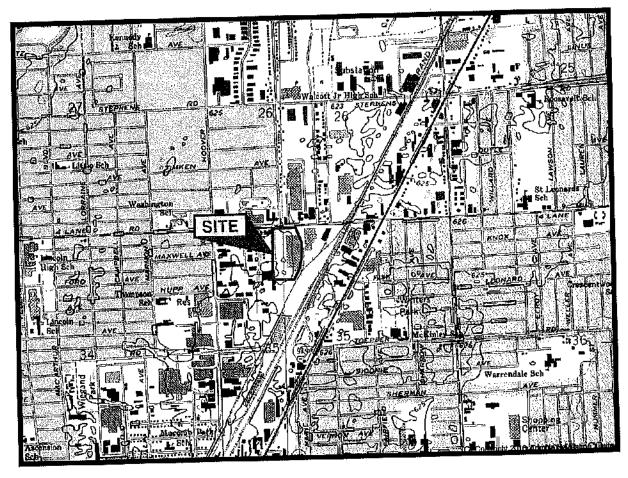
## **Attachment D**

## **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

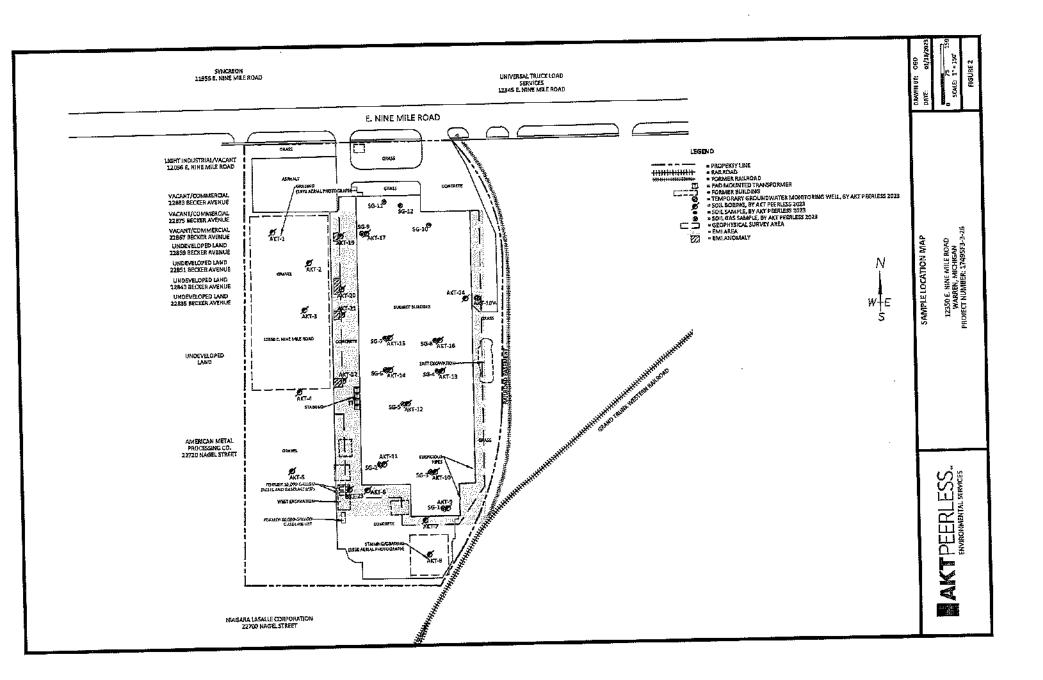


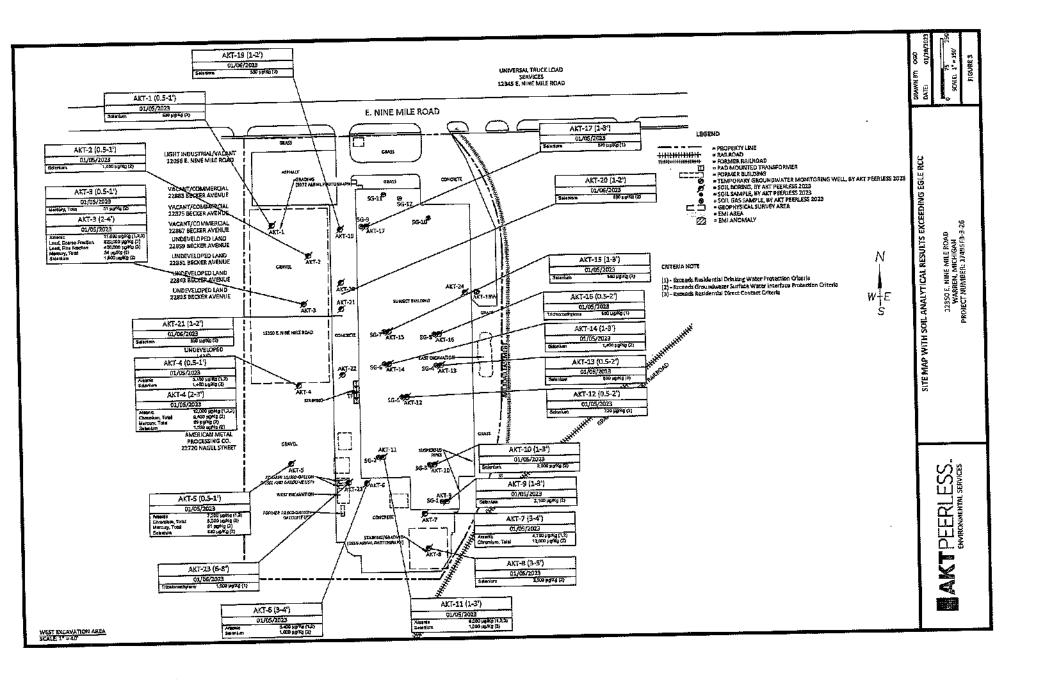


#### TOPOGRAPHIC LOCATION MAP

12350 E. NINE MILE ROAD WARREN, MICHIGAN PROJECT NUMBER: 17495F3-3-26 DRAWN BY: DATE: OGO 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*  "(Refer to detailed laboratory report for method reference data)	Chemical Abstract Service Number	Spitawide Pefault Background Levels	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Residential Soil Volatilization to induor Air inhalation Oriteria	Residential Infanite Source Volatile Soil Inhalation Criteria	Residential Particulate Soil Inhalation Criteria	Residential Direct Contact Oftenia	Sail Saturation Concentration Screening Levals	Maximum Concentration Detected	Sample Location Collection Date Depth	AXT-1 1/5/23 [0.5-1']	AKT-2 1/5/23 (0.5-1 <sup>-</sup> )	AKT-3 1/5/23 (0.5-1')	AKT-3 1/5/23 [2-4 <sup>1</sup> ]	AKT-4 1/5/23 (0.5-1")	AKT-4 1/5/23 (2-3')	AKT-5 1/5/28 (0.5-1')	AKT-6 1/5/23 (3-4')	AKT-7 1/5/23 [3-4']	AKT-8 1/5/23 (3-5')
				-								3,500	4,300	2,400	11,000	5.100	12,000	7,300	6,400	4,700	3,200
Netals (µg/kg)	7440-38-2	5,800	4,600	4,600	NFA	NLY	7.202+05	7,600	NA.	12,000	1388	72,000	150,000	47,000	140,000	260,000	140,000	92,000	47,000	33,000	33,000
rsenic (B)	7440-39-3	75,00D	1,30E+06	(G)	NLV	NLY	3,30E+08	3.70E+07	NA.	260,000		220	<200	530	270	390	<200	<200	<200	<200	<200
Iarlum (8)	7440-43-9	1,200	6.000	(G,X)	NLV	NLV	1.70E+D6	5.50E#05	NA.	530	400000	15,000*	120,000	39,000	22,000	290,000	9,400	6,300	11,0004	12,000	5,500*
admium (8)	7440-47-3	18,000 (total)	30.000	3,300	NLV	ΝLV	2.605+05	2.5DE+06	NA	290,000		16,000	120,000	39,000	22,000	290,000	N5	NS	NS.	NS .	NS
thromium, Total	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	3.30E+08	7.90 <b>£+08</b>	NA.	290,000		· · · · · ·	<2,000	<2,000	<2,000	<2,000	NS	NS	ИS	NS	NS
hromium III (B,H)	18540-29-9	NA NA	30,000	3,300	NLV	NEV	2.605+05	2.50E+06	NA	<2,000		NS 14,000	320,000	8,800	42,000	18,000	58,000	21,000	10.000	1,0,000	5,100
Aromium Vi	7440-50-8	32,000	5,806+05	[6]	NLV	NLV	1.30E+08	2.00E+07	NA.	320,000				38,000	450,000	77,000	230,000	25,000	<10,000	<10,000	<10,000
Jopper (8)	7439-92-1	21.00D	7.00E+05	(G,X)	NLV	NLV	1,000+08	4.006+05	NA	450,000	40000000	10,000	49,000	NS	670,000	92,000	290,000	NS	NS	NS	NS
.ead (B)	7439-94-1 7439-92-1 CALC	21,000	7.00E+05	(G,X)	NLV	NEV	NA	AJA .	NA	670,000	499999	NS_	NS	NS NS	820.000	89,000	210,000	NS.	NS	NS	N5
eed, Total (Cakulated)	PB CDARSE	21,000	NA.	NA	NLV	NLV	N.A	4.006+05	NA.	820,000		HS.	N5_	NS NS	420,000	140,000	370,000	NS	N5	NS	NS
ead, Coarse Fraction	PB FINE	21,000	NA.	NA.	NEV	NLV	1.006+08	4.00E+05	NA.	420,000		NS NS	N3	51	54	450	5,0,055	51	<50	<50	<50
ead, fine fraction		130	1,700	50 (M); 1.2	48,000	52,000	2,005+07	1.60E+05	NA.	59		54	<50		1,600	1,400	1.500	880	1,000	340	2,500
Viercury, Total	7439-97-6	410	4.000	460	NLV	NLV	1.30E+D8	2,60E+06	NA	2,500		630	1,000	<300	<370	<360	-4400	<350	<350	<300	<330
selenium [8]	7782-49-2	1,000	4,500	100 (M); 27	NLV	NLV	6.70E+06	2.50E+06	AN	<400		4380	₹350	<900	51,000	87,000	29,000	22,000	42,000	27,000	17,000
Siver (8)	7440-22-4	47,000	2,408+06	(G)	NLV	NLV	ĮD .	1.70E+08	NA	87,000		37,000	38,000	38,000	31,000	67,000	25,000				
Zinc (B)	7440-66-6	47,000	21102100		-		1					Ž	<u>.</u>	<del> </del>	<del></del>		<100	<330	NS	NS	<b>4330</b>
Polychlorinated Biphenyls (PCBs, µg/kg)		ļ		NA	NA.	MA	NA.	N.A.	NA	590		<330	<390	<330	4330	<330			NS NS	NS	c330
≥CB, Arector 1242	53469-21-9	NA.	. NA		NA.	NA NA	NA.	NA.	AK	720		<330	<330	<330	<330	<330	<100	<b>G30</b>	NS	NS NS	<330
PCB, Aroclor 1260	11095-92-5	NA.	NA NA	NA NLL	3,00E+05	2.40£+05	5.20E+06	4,000 (T)	NA.	1,310		<330	<330	<330	<330	<330	<100	<330 BDL	N5	NS	BDL
PCBs (U,T)	1336-36-3	NA.	NLL	NELL	5,000,00	2.402.00		-	<del></del>	NS/BDL		BDL	BDL	BDL	BDL	BDL	BDL	- BUL	NJ NJ	143	1
Remaining PCBs	-	ļ	<u> </u>	<u> </u>	<del> </del>		1	<del>                                     </del>		T		# L	<u> </u>		<del></del>	<del></del>		<330	<33D	<330	<330
Polynuclear Aromatic Hydrocarbons (PNAs, pg/kg)		<u> </u>		NLL	NLV	NLV	ID.	20,000	NA	860		<330	<330	860	<330	580	<930	<330	<b>4330</b>	<330	<330
Senzo(a)anthracene (Q)	56-55-3	NA.	NLL	NLL	NLV	NLV	1.50£+05	2,000	NA.	750		<330	<390	750	<330	440	<330	<530	<330	<330	<330
Benzolalpyrene (Q)	50-32-8	NA.	NLL	NLL	ID.	1 10	10	20,000	NA.	1,000		<330	<330	1,000	<330	700		<330	<330	<330	<330
Benzo(b)fluoranthene (Q)	205-99-2	NA.	NIL	NLL	NLV	NLV	B.ODE+OB	2.505+06	NA	430		<b>4330</b>	<930	430	<330	<330	<330	<330	<33D	<330	<330
Benzo(g,h,i)perylene	191-24-2	NA.	NLL	NLL.	MLV	NEV	ID.	2.00E+05	NA	530		<330	<330	530	<330	<330	<330	<330 <330	430	<330	<330
Benzo(k)fluoranthene (D)	207-08-9	NA NA	NLL	NLL.	1D	ID	10	2.006+06	NA.	970		4330	<330	970	<330	610	<330	<330	<330	<330	<930
Chrysene (Q)	218-01-9	NA.	NUL	5.500	1.05+9 (D)	7,40E+08	9,305+09	4.60E+07	NA.	2,100		₹330	<330	2,100	<330	1,700	<330	<330	<b>c330</b>	<330	<330
Fluoranthene	206-44-0	NA.	7.30E+05	NLL	NEV NEV	NEV	10	20,000	NA.	770		₹330	<330	770	<330	<330	<330	<330	<330	4330	<330
Indena(1,2,3-cd)pyrene (0)	193-39-5	NA	NLL	2,100	2.80£+06	1.60E+05	6.70E+D6	1.60E+06	NA.	720		<u>(330</u>	<330	720	<330	540	<330	<330	4330 4330	<330	<330
Phonanthrene	85-01-8	NA NA	56,000	7	1.05+9 (0)	5.50E+08	6.70E+09	2_90E+07	NA.	1,800		<330	-330	1,800	<330	1,300		80L	BDL	BDL	BDL
Pyrene	129-00-0	NA.	4.80E+05	10	13075 (0)			- · · · · · · · · · · · · · · · · · · ·	- ·	BDL		S BDL	BDL	BDL	301.	804	BDL		- 001	<del>  331</del>	+
Remaining PNAs		<del>-</del>	<u> </u>	<del> </del>	+ <del></del>	<del></del>	<del></del>	<del></del>	1			200			<del> </del>	<del></del>	<140	<150	<140	<90	469
Volatile Organic Compounds (VOCs, µg/kg)		<u> </u>	<del>                                     </del>	io	720	250	5.50£+05	4,400 (C)	1,200	<150		_ <130	<130	<110	<140	₹95		<44	<42	<27	21
Dibromochioropropane	96-12-8	NA.	10 (M); 4.0		676	1,700	1.40E+07	92	8_90E+05	C44	25000	-38	<38	<32	<41	<28	<41	<150	<140	<90	<69
Ethylene dibromide	10 <del>5-93-4</del>	NA_	20 [M]; 1.0			6,200	1.20E+08	91,000	1,20E+06	<150		<b>430</b>	<130	4110	<140	<95	<140			<100	<100
1,2-Dichloroethane [I]	107-06-2	NA.	1,00	7,200 (X)	2,100	5,000	4.60E+07	15,000	8,30E+06	<150		<130	<130	<110	<140	<100	<1.40	<1.50	<1.40	<200	-200
Acrylonitrite (I)	107-13-1	NA.	1.08 (M); 52	100 (IVI); 40		11,000	3,305+08	3.20E+0S	2,205+05	<200		<200	-200	<200	<200	<200	<200	200	110	<50	<50
Bromomethane	74-83-9	N/A	200	100	86D		2,305+09	2.5E+6 (C)	6.40E+05	270		<50	<50	<50	<50	450	<50	450			<170
cis-1.2-Dichloroethylene	156-59-2	NA NA	1,400	12,000	22,000	1,80E+05	5.50E+09	1.30E+05	2,301+05	<370		<b>C</b> 320	<320	<270	<340	<2.40	<350	<370	4350	<230	
Methylene chloride	75-09-2	NA	190	30,000 (X)	45,000	2.10E+03		2.0E+5 (C)		55		<50	<50	<50	<50	<50	<50	450	450	<50	<u>&lt;50</u>
Tetrachloroethylene	127-18-4	NA.	100	1,200 (X)	11,000	1,706+05	2.70E+D9	1.1E+5 (DC		1,000		<b>⊗</b> <50	<50	<50	<50	<50	<50	85	<50	<50	<50
Trichloroethylene	79-01-6	NA.	700	4,000 (X)	1,000	11,000	1,30€108		4.90E+05	544		<b>&lt;40</b>	40	< <b>4</b> D	લા	<40	<41	- 444	<42	c40	<40
Vinvi chloride	75-01-4	NA.	40	260 (X)	270	4,200	3.505+08	3,800	4,30,0105	BDL		BOL	BDL.	BDL	800	BDL	8D1	BDL	BDL	BDL	BDL
A ALIAN COLONIACE		<del></del>			1 .	1 -				1 201	200 100 100 100										

Remaining VOCs

\* - 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

Parametars*	Chemical Abstract Service	Statewide Default Beckground	Residential Orksking Water	Groundwater Surface Water Interface	Residential Soil Vojatilization to Indoor Air	Residential Infinite Source Volatile Soil	Residential Particulate Soil Inhalation	Residential Direct Contact	Soil Saturation Concentration Screening	Maximum Concentration Detected	Sample Location Collection Date	AKT-9 1/5/23	AKT-10 1/5/23	AKT-11 1/5/23	AKT-12 1/5/23	AXT-13 1/5/23	AKT-14 1/5/23	AKT-15 1/5/23	AKT-16 1/5/23	AKT-17	AXT-18 1/6/23
*(Refer to distailed laboratory report for method reference data)	Number	leveis	Protection Criteria	Protection Criteria	Inhalation Criteria	inhalation Criteria	Criteria	Criteria	Levels		Depth	(2-8')	(1-3")	(1-3")	(0.5-2")	(0.5-2')	(1-3")	(1-3')	(0.5-27)	(1-3')	(3-5')
Metals (pg/kg)		-								12,000		2,200	<2,000	8.200	3,900	3,800	2,400	3,700	2,100	3,400	4,100
	7440-38-2	5,800	4,600	4,500	NLV	NLV	7.20E+05	7,60D	NA .	260,000		21.000	15,000	55,000	50,000	65,000	24,000	64,00D	36,000	72,000	140,000
Arsenic (B) Barium (B)	7440-39-3	75,000	1.30E+06	(G)	NLV	NLV	3.30E+08	3.70E+07	NA.	530		<200	<200	<200	<200	270	<200	<200	210	380	<500
Carintum (B)	7440-43-9	1,200	6,000	(G,X)	NEV	NLV	1_70E+06	5,50E+05	NA NA	290,000		5,500°	6.800*	14,000*	14,000*	12,000*	7,300*	15,000*	8,300*	24,000*	13,000*
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	MEA	2.60E+05	2.50E+06	NA NA	290,000		N5	NS	NS	NS	N5	NS.	NS	₩Ş	NS	NtS
Chromium III IB.HI	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	3,30E+08	7,90E+08	NA NA	<2,000		NS	NS	N5	NIS.	N\$	NS	N5	พร	NS	N5
Chromium VI	18540-29-9	NA.	30,000	3,500	MLV	NLV	2.60E+05	1.50E+05	NA NA	320,000		2,600	2,800	14,000	8,900	11,000	4,000	14,000	6,000	14,000	15,000
	7440-50-8	32,000	5.80E+06	(6)	NLV	NLV	1.305+08	2.00E+D7	NA.	450,000		<10,000	<10.000	10,000	12,000	15,000	18,000	15,0DO	13,000	15,000	14,000
Copper (8)	7439-92-1	21,000	7.00E+05	(G,X)	NLV	NLV	1.00E+08	4.00E+05	NA.	670,000		NS	NS.	N5	NS	NS.	NS	NS	N\$	NS	NS
Lead, Total (Caktulated)	2439-92-1_EALC	23,000	7.00E+05	(G,X)	NEV	MFA	NA NA	NA NA	NA NA	820,000		NS	NS	N5	NS	NS	NS	NS	NS	NS.	NS
Lead, Coarse Fraction	PB COARSE	21,000	NA	NA	NLV	NLV	NA	4,00E+05	NA NA	420,000		N5	N5	NS	NS	NS	NS	N5	NS	NS	NS NS
Lead, Fine Fraction	PB FINE	21,000	NA	NA	NLV	MTA	1.00E+08	4,00E+05	NA NA	59		- c50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Mercury, Total	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	2.006+07	1.60E+05	NA	2,500		2.100	2,000	1,000	720	530	1,400	560	380	870	<300
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	1.30E+08	2.60£+06	NA NA	<400	40000	<350	<350	<360	<37D	<370	<350	<360	<350	<3A0	<300
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NLV	NLV	6.70E+06	2.505+06		87,000		8,200	8,800	36,000	35,000	45,000	21,000	44,000	28,000	50,000	39,000
Zinc (8)	7440-66-6	47,000	2,40E+06	[G)	NLV	NEV	10	1.70E+08	NA NA	07,000	-		1,5,5,5	<del> </del>	<u> </u>						
Polychiorinated Biphenyis (PCBs, µg/kg)						<u></u>	ļ		<del></del>	<del></del>	-	NS	N5	NS	<330	NS.	NS	NS	<330	N5	<330
	53469-21-9	NA.	NA.	N/A	NA.	NA.	NA	NA.	NA.	590		NS	NS	NS NS	<330	N5	NS	NS	<330	NS	<330
PCB, Arocker 1242	11096-82-5	NEA.	NA.	NA.	NA	NA	NA.	NA.	NA	720			NS NS	NS	<330	N5	NS.	NS	<330	₩Ş	<330
PCB, Aroclor 1260	1335-36-3	NA NA	NLI.	NLL	3.00E+06	2.40E+05	5.20E+06	4,000 (T)	NA.	1,310		NS NS	NS	NS NS	BDL	NS NS	NS	N5	BDL	NS	BDL
PCBs (UT)	1530-30-3	1 1 2			1 -				<u> </u>	NS/BDL		N-5	Nt3	1 73	1	<del> </del>	<del>                                     </del>		1		
Remaining PCBs	<del></del>	-										<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Polynuclear Aromatic Hydrocarbons (PNAs, µg/kg)	56-55-3	NA NA	NLL	NLL	MV	NLV	10	20,000	NA.	860	-1000000	4330	<830	<b>&lt;</b> 330	<330	<330	<330	<93D	<330	<330	4330
8enzo(a)anthracene (D)	50-32-8	NA NA	NIL	NUL	NLV	NLY	1,50E+06	2,000	N/A	750			4330	<330	<330	<330	<330	4330	<330	<330	<930
Benzo(a) pyrene (Q)	205-99-2	NA.	NLL	NIL	Œ	ID	10	20,000	MA	1,000	-	<330	<330	<330	<330	<330	<330	<330	5330	<330	<330
Sergo(b)fluoranthene (Q)	191-24-2	NA NA	NII.	NLL	NLY	NLV	8,00E+08	2.50E+06	NA.	430		<330	2330	4330	<330	<330	<330	<330	<330	<330	<330
Bertro(g,h,i)pervient	207-08-9	HA.	NLL	NLL	NLY	NEV	1D	2.00E+05	NA NA	530		50		<b>G30</b>	<330	<330	<330	<b>C30</b>	<330	<330	<330
Benzo(k)fluoranthene (Q)	218-01-9	NA.	NLL	NLL	ID.	10	ID	2.00E+06	NA.	970		<330	<b>4330</b>	<330	<330	<330	<330	<330	<930	<330	<330
Chrysene (Q)	206-44-0	NA NA	7.30E+05	5,500	1.DE+9 (D)	7.405108	9.306+09	4.60E+07	NA.	2,100		<390	<330	<330	<330	<330	<330	<330	<330	<330	<330
Fluoranthene	193-39-5	NA.	NLL	NLL	NLV	NEV	1D	20,000	NA	770		<330	<330	<330	<330	<b>4330</b>	<930	<330	<b>G</b> 330	<330	<330
Indeno(1,2,3-cd)oyrena (Q)	25-01-8	NA.	56,000	2,100	2.80E+06	1,60E+05	6.706+06	1.60E+06	NA.	720		<330 <330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Phenanthrena	129-00-D	NA.	4.80E+05	ID	1.0E+9 (D)	6.50E+08	6.70E+09	2,90E+07	NA.	1,900	-9790	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Pyrene	123-00-0	147	1,1,2,1,1,1	1 -	T -					BDL		BUL	BLAL			+	· <del> </del>		1	<del>                                     </del>	
Remaining PNAs	<del></del> -	<del>                                      </del>	<del> </del>	1					<u> </u>	<u> </u>		<u> </u>	₹100	<\$1	<110	440	<95	<140	<140	<110	<100
Volutile Organic Compounds (VOCs, µg/kg)	96-12-8	NA.	10 (W); 4.9	ID.	220	260	5,606+05	4,400 (C)	1,200	<150		<b>98</b>	431	<27	<33	£43	429	<42	<42	632	<30
Dibromochkompropene	106-93-4	NA NA	20 (M); 1.0	110(%)	670	1,700	1.40E+07	92	8,90E+05	C#4		<u>&lt;29</u>	<100	491	<110	<140	- C95	<140	<140	<b>4110</b>	<100
Ethylene dibromide	107-06-2	NA NA	100	7,200  X	2,100	6,200	1,20E+08	91,000	1.20E+06	<b>€1,50</b>		<98		<100	<110		<100	<140	<14D	<110	<100
1,2-Dichloroethane (I)	107-08-2	NA NA	100 (M); 52	100 (M); 40		5,000	4.60E+07	16,000	8.30E+05	<150	4/5/3/3	<100	<200	<200	<200		<200	₹200	<200	<200	<200
Acrylonitrile (I)	74-83-9	NA.	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+06	<200	-14969	<200	<200 <50	< <u>&lt;200</u>	450	<50	<50	50	<50	<\$C	<50
Bromomethane	156-59-2	NA NA	1,400	12,000	22,000	1,80E+05	2.305+09	2,5E+6 (C)	6.40E+05	270		<50			-270		<240	<350	<350	<270	<250
cls-1, 2-Dichloroethylene		NA.	100	30,000 (30	45,000	2.10E+05	6.605+09	1.30E+06	2.30E+06	<370	_85#6	<250	<260	<230	<50	450	<50	<50	55	-50	₹50
Methylene chloride	75-09-2	NA NA	100	1,200 (X)	11,000	1.702+05	2.706+09	2,0E+5 [C	98,000	55		<u> &lt;50</u>	<50	<50			<s0< td=""><td>&lt;50</td><td>680</td><td>₹50</td><td>&lt;50</td></s0<>	<50	680	₹50	<50
Tetrachioroethylene	127-18-4		100	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (DD	) 5.00E+05	1,000		450	<sd< td=""><td>&lt;50</td><td>&lt;50 &lt;40</td><td></td><td><u>₹40</u></td><td>&lt;42</td><td>&lt;42</td><td>&lt;40</td><td>440</td></sd<>	<50	<50 <40		<u>₹40</u>	<42	<42	<40	440
Trichloroethylene	79-01-6	NA.	40	250 (X)	270	4,200	3,50E+08	3,800	4.90E+05	<44		-40	<40	<40	8DL	BDL	BDL	BDL	BDL	BOL	BOL
Vinyl chloride	75-01-4	NA.	~~~	1 200 (/4/	<del></del>			<u> </u>	-	BDL	28878/27	BDL	BDL	BDL	1 000	1 501	1 000	1 200	1,		

Remaining VOCs

\* - 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	Statewide Default	Residential Drinking	Groundwater Surface Water	Residential Soli Volatilization	Residential Infinite Source	Residential Particulate Soil	Residential Offect	Solj Saturation Concentration	Maximum Concentration	Sample Location Collection	AKT-19	AKT-20	AKT-21 1/6/23	AKT-22 1/6/23	AK <b>T-23</b>	AXT-23 1/6/23	AKT-24	TF 1/6/23
	Service	Background	Water	Interface	to Indoor Air	Volatile Soil	Inhalation	Contact	Screening	Detected	Date								
*(Refer to detailed laboratory report for method reference data)	Humber	Levels	Protection Criteria	Protection Criteria	inhalation Oriteria	inhalation Criteria	Criteria	Criteria	Levels		Depth	(1-2')	(1-2')	(1-2")	(1-2')	(1-2')	(6-8')	(3-5)	Surface
Metals (ua/ka)															2,500	NS	NS NS	NIS	NS
Mercus (pg/#g/ 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	25.000	NS NS	NS NS	NS	NS
	7440-39-3	75,000	1.30E+06	(G)	NLV	NLV	3.30E+08	3.70E+07	NA NA	260,000		85,000	94,000	79,000	260	NS NS	NS NS	NS SN	NIS
Barium (8) Cadmium (8)	7440-43-9	1,200	6,000	(G,X)	NLV	NLV	1.70E+06	5.50E+05	N.A	530		<700	250	300 14,000°	7,300*	NS NS	NS	NS NS	NS
Chromium, Total	7440-47-3	18.000 (total)	30,000	3,380	NLV	NLV	2.60E+05	2.50E+06	NA.	290,000		17,000*	15,000*		N5	NS NS	NS	N5	NS
Chromium III (B.H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(K,B)	NLV	NLV	3.30E+DB	7.90E+06	NA.	290,000		NS NS	145	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		N5	NS	NS	5,100	145	NS	NS	NS
	7440-50-8	32,000	5.80E+06	(G)	RLV	NLV	1.30E+08	2.008+07	NA	320,00D		12,000	17,000	14,000		NS NS	NS	NS	NS
Copper (B)	7439-92-1	21,000	7,00E+05	[5,X)	NEV	NLV	1.00E+08	4.005+Q5	NA.	450,000		11,000	15,000	17,000	<10,000	NS NS	NS	NS NS	N5
Lead (B)	7439-91-1_CALC	21,000	7.00E+05	(G.X)	NLV	NEW	NA.	NA.	NA.	670,000		NS.	N5	NS	NS			NS	NS
Lead, Total (Calculated)	PB_COARSE	21,000	NA.	NA NA	NLV	NLV	NA	4,006+05	NA	820,000		NS	N5	NS.	N\$	NS NS	NS NS	NS NS	NS NS
Lead, Coarse Fraction	PB_FINE	23,00D	NA.	NA.	NEV	NLV	1,005+08	4,00E+05	NA.	420,000		N5	NS	NS	N5			NS NS	H5
Lead, Fine Praction	7439-97-6	130	1,700	50 (N); 1.2	48,000	52,000	2,005+07	1.50E+05	N/A	59		<50	<50	-450	<50	NS NS	NS.	NS NS	N5
Mercury, Total	7782-49-2	410	4,000	400	NLV	NLV	1_30E+08	2.50E+06	NA.	2,500		530	690	650	300	NS.	NS NS	NS NS	145
Selenium (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
Silver (B)	7440-66-6	47,000	2.405+06	(6)	NLV	NLV	ID.	1.70£+08	N/A	87,000		57,000	41,000	46,000	21,000	NS	N5	NS	192
Zinc (B)	/44G-66-6	44,000		· '-3 ····				1				<u></u>	<u> </u>	<u> </u>		<b>—</b>	<del> </del>	<del> </del>	+
Polychlarinated Biphenyls (PCBs, µg/kg)	53469-21-9	NA	NA.	NA.	NA NA	NA.	NA NA	N-A	NA.	590	20400	N5	<330	<330	NS	NS	N\$	NS	590
PCB, Arcelor 1242			NA.	NA.	NA.	NA NA	NA	NA.	NA NA	720		MS	<330	<330	NS	745	N25	NS.	720
PCB, Arocker 1260	11095-82-5	NA	NIL	NLL.	3.00€+06	2.40E+05	5.20E+06	4,000 (1)	NA.	1,310		NS	<330	<380	NS NS	NS	N5	NS	1,310
PCBs (J,T)	1336-36-3	NA	MLL	-	3,25,705	1	-	-	-	NS/BDL		MS	BDL.	BDL	NS	NS	NS	N5	BDL
Remaining PCBs	<del>-</del>		<u> </u>		<del> </del>	<del></del>	1							<u> </u>			↓	ļ. <u>.</u>	<del></del>
Polymuclear Aromatic Hydrocurbons (PNAs, µg/kg)		<u> </u>	NLL	NLL	NEV	NELV	ID	20,000	NA	860		<330	<330	<330	<330	<330	<b>4930</b>	<830	NS
Benzo(s)anthracene (Q)	56-55-3	NA.	NLL	NLL	NLV	NEV	1,50E+06	2,000	NA.	750		<330	<330	<330	<330	<330	<330	<330	₩S
Benzo(a)pyrene (Q)	50-32-8	NA.	NEE.	NLL	1D	ID ID	10	20,000	NA.	1,000		<330	<330	<330	<330	<330	<330	<330	N5
Benzo(b)fluoranthane (Q)	205-99-2	NA NA	NLL	NLL	NEV	NLV	8.D05+08	2.50E+06	NA.	490		<330	<330	<330	<330	<330	<330	<330	NS
Benzolg h, itperylene	191-24-2	100	NLL	NLL	NLV	NLV	10	2,006+05	NA.	530		<330	<330	<330	<930	<330	<330	<330	NS
Benzo(k)fluoranthene (Q)	207-08-9	NA	NEL	NLL	1D	ID.	1D	2.00E+06	NA NA	970		<330	<930	<330	<330	<330	<330	<330	N5
Chrysene (Q)	218-01-9	NA	7.30E+05	5,500	1.0£+9 (D)	7.40E+08	9.30E+09	4.60E+07	NA.	2,100		<330	<330	<330	<330	<330	<330	<330	NS
Fluoranthene	206-44-0	NA		NILE	NLV	NLV	ID.	20.000	NA	770		<330	<330	<330	<330	<330	<930	<330	NS
Indeno(1,2,3-cd)pyrene (0)	193-39-5	NA NA	NLL 56,000	2,100	2.80E+06	1.50E+05	6.70€+06	1,60E+06	NA	720		<330	<330	<330	<330	<330	<330	<330	NS.
Phenanthrene	85-01-8	NA_		10	1.0E+9 (D)	5.50E+08	6.7UE+09	2,905+07	NA	1,800		<330	<330	<330	<330	<b>4930</b>	<330	<330	NS
Pyrene	129-00-0	NA	4.80E+05	10	ALUE TO TO	3.502.00			· · · ·	BDL		∄DŁ	BDL	BDL	apr	BDL	BOL	BDL	NS.
Remaining PNAs	<u> </u>	<del> </del>	<u> </u>	<del>                                     </del>	+	<del>                                     </del>		1				§					ļ. <u>.</u>	<del>                                     </del>	
Volatile Organic Compounds (VOCs, µg/kg)	<u> </u>	ļ.,	40 50 41 4 4	ID.	22D	260	5.505+05	4.400 (C)	1,200	<150		<120	<78	<110	<120	<110	<100	<140	NS_
Dibromochloropropane	96-12-8	NA.	10 (M): 4.0	110 (X)	670	1,700	1,40E+07	92	8.90£+05	<44		<35	<24	<34	€37	<32	<30	<b>443</b>	NS
Ethylene dibromide	106-93-4	NA.	20 (M)( 1.0	7,200 (X)	2,100	6.200	1,205+08	91,000	1.20E+05	<150		<1,20	<78	<110	<120	<110	400	<140	NS
1.2-Dichloroethane (t)	107-06-2	NA.	100		5,600	5,000	4,60E+07	15,000	B.30E+06	<150		<120	<100	<110	<120	<110	<100	<140	MS
Acrylonitrile (i)	107-13-1	NA.	100 (M); 52		860	11,000	3.30£+08	3.20£+05	2,202+06	<200		<200	<200	<200	-2000	<200	<200	<200	NS
Bromomethane	74-89-9	NA	200	100	22,000	1,80E+05	2.30E+09	2,5E+6 (C)	5,40E+05	270		<50	<50	<50	<b>450</b>	<50	270	<50	NS
cis-1,2-Dichloraethylene	156-59-2	NA.	1,400	12,000		2.106+05	5.60E+09	1,30E+08	2,305+06	<370		<290	<b>42</b> 00	<290	<310	<270	<250	<350	NS
Methylene chloride	75-09-2	NA.	100	30,000 (X)	45,000		2.70E+09	2.0E+5 (C)		55		<50	<50	450	<50	<50	<b>&lt;</b> 50	<50	N,S
Tetrachioroethylene	127-18-4	NA.	100	1,200 (X)	11,000	1,70E+05	1.30E+08	1.15+5 [DD	,	1,000		₹50	<50	<50	<50	<50	1,000	-450	241
Trichloroethylene	79-01-6	NA NA	100	4.000 (X)	1,000	11,000		3,800	4.90E+05	544		<40	440	<40	<40	<40	<40	<43	145
Vinvt chloride	75-01-4	NA.	40	260 (X)	270	4,200	3.50E+08	<del></del>	4.302705	BDL		BDL	BD1	BOL	BDI.	BDL	BDL	BDL	BDL
Remaining VOCs			-	-	· ·	1 -					وكيلابك والكاكنة والمسي								

Remaining VGCs
\*- 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

			Sychandivater	Residential Groundwater		Flammability		Sample Location	AKT-18W
Paramétérs*	Chemical Abstract Service	Residential Delnking Water	Surface Water	Volatilization to Indoor Air	Water Solubility	and Explosivity Screening	Maximum Concentration Detected	Collection Date	1/6/13
(Refer to detailed loboratory report for method reference data)	Number	Criteria	interface Criteria	Inhalation Criteria		Level		5creen Depth	(4-9')
Metals (pg/L)						ID .	6.6		5.5
Arsenic	7440-38-2	10 (A)	10	NLV	NA NA	10	450		450
Barium (B)	7440-39-3	2,000 (A)	(G)	NLV	NA.	10	<2		<b>c</b> 2
Sadmium (B)	7440-43-9	5.0 (A)	(G,X)	NLV		ID ID	410		<10
hromium, Total	7440-47-3	100 (A)	11	NLV	NA.	ID	- 45		<5
opper (B)	7440-50-8	1,000 (E)	(G)	NLV	NA_	ID ID	8	1	ड
ead (8)	7439-92-1	4.0 (L)	(G,X)	NLV	NA.	10	<0.2		40.2
Marcury, Total	7439-97-6	2.0 (A)	0.0013	56 (S)	56	1D	<5		- 65
Sejenjum (8)	7782-49-2	50 (A)	5	NLV	NA_	10	্ত	1988	- 5
Silver (B)	7440-22-4	34	0.2 (M); 0.06	NLV	NA	10	<s0< td=""><td>1977</td><td>√50</td></s0<>	1977	√50
Zinc (B)	7440-66-6	2,400	(G)	NLV	NA.	10	430		<u> </u>
Polynuciear Aromatic Hydrocarbons (PNAs, µg/L	,					ļ <u>.                              </u>	5.4	<b>-</b>	5,4
2-Methylnaphthalene	91-57-6	260	19	25,000 (S)	24,600	ID	5.6	402202	5.6
Acenaphthene	83-32-9	1,300	38	4,200 (5)	4,240	10	9.9	$\dashv$	9.9
Acenaphthylene	208-95-8	52	ID.	3,900 (5)	3,930	ID ID	23	-	23
Anthracene	120-12-7	43 (S)	ID	43 (5)	43.4	<del></del>	96	1	96
Benzo(a)anthracene (Q)	56-55 <del>-3</del>	2.1	10	MLV	9.4	ID	140	-1222	140
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	ID	NLV _	1.62	lD	270		270
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S. AA)	ID.	ID.	1.5	ID.	33	-	33
Benzo(g,h,i)parylene	191-24-2	1.0 (04); 0.26 (5)	ID	NLY	0.26	ID.	45	-	45
Benzo(k)fluoranthene (Cl)	207-08-9	1.0 (M): 0.8 (S)	NA.	NLV	0.8	10		-	140
Chrysene (Q)	218-01-9	1.6 (S)	ID.	IĐ	1.6	ID.	140		B.2
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	ID .	NLV	2.49	10	8.2 160	-1937	160
Fluoranthene	206-44-0	210 (S)	1.6	210 (S)	206	10		-	9.1
Fluorene	86-73-7	880	12	2,000 (S)	1,980	ID	9.1		50
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.027 (S	lD .	NLV	0.022	O	60	40200	7.7
Naphthalene	91-20-3	520	11	31,000 (\$)	31,000	NA NA	7,7	423	81
Phenanthrene	85-01-8	52	2.0 (M): 1.7	1,000 (\$)	1,000	ID	81		150
Pyrena	129-00-0	140 (5)	ID	140 (5)	135	ĮD.	150	-	BDL
Remaining PNAs	-	-	-		<u> </u>		BDL		S BUL
Volatile Organic Compounds (VOCs, µg/L)		- "	, , , , , , , , , , , , , , , , , , ,				<u> </u>		<u> </u>
1.1.2.2-Tetrachloroethane	79-34-5	B.5	78 (X)	12,000	2.97E+06	ID.	<10		40
1.1.2-Trichloroethane	79-00-5	5.0 (A)	330 (X)	17,000	4,42E+06		<10		
1.1-Dichloroethylens (i)	75-35-4	7,B(A)	130	200	2.25E+06		<10		<10
	95-12-8	5.2 (A)	iD	220	1,230	NA NA	<10	_0460	<10
Dibromochloroptopane Ethylene dibromide	106-93-4	0.05 (A)	5.7 (X)	2,400	4.20E+08		<10	-	<10
	107-06-2		360 (X)	9,600	8.52E+06			_	200
1,2-Dichloroethane (I)	78-87-5	5.0 (A)	230 (X)	16,000	2.B0E+D6		<10	_8	<10
1,2-Dichloropropane (I)	541-73-1		28	18,000	1.11E+05		<10		40
1,3-Dichlorobenzene	107-13-1		2,0 (M); 1.	2 34,000	7.50E+0.			_	<1.0
Acrylonitrile (1)	71-43-2	5.0 (A)	200 (X)	5,600	1.756+06	62,000	<10		<10
Benzene (I)	56-23-5	5.0 (A)	45 (X)	370	7.938+0		<10		<u> </u>
Carbon tetrachloride	67-72-1	7.3	6.7 (X)	27,000	50,000	ID.	410		<10
Hexachioroethane	75-09-2	5.0 (A)	1,500 (X)	2.20E+05	1.70E+0		<50		<50
Methylene chloride	79-01-6	5.0 (A)	200 (X)	2,200	1.10E+0	5 ID	<10		<1.5
Trichloroethylene		<del></del>			7.70510	33,000	<10	2000000	<10
Vinyl chloride	75-01-4	2.0 (A)	13 (X)	1,100	2.76E+0	33,000			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)

- Criterion is the state of Michigan drinking water standard established pursuant to Section 5 of 1976 PA 399, IMCL 325,1005.
- 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.
- 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. (C) Development of a site-specific Csat or methods presented in R 299.22, R 299.24(5), and R 299.25(8) may be conducted for the relevant exposure pathways.
- Calculated criterion exceeds 100 percent, hence it is reduced to 100 percent or 1.0E+9 parts per billion (ppb). (D)
- 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].
- Criterion is based on adverse impacts to plant life and phytotoxicity.
- 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, usa 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].
- Valence-specific chromlum 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 (H) 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.
- 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.
- Hazardous substance may be present in several isomer forms, isomer-specific concentrations shall be added together for comparison to criteria.
- Hazardous substance may be flammable or explosive, or both.
- 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 soll 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 sitespecific 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].
- Calculated criterion is below the analytical target detection smit, therefore, the criterion defaults to the target detection limit.
- 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  $\mu g/kg$ .
- 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 2.06+5 µg/kg.
- 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 (P) drinking water protection criterion of 2,0E+5 µg/kg.
- Criteria for carcinogenic polycyclic aromatic hydrocarbons were developed using relative potential potencies to benzo(a)pyrene.
- 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. (R)
- Criterion defaults to the hazardous substance-specific water solubility limit, **(S)**
- 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. 5761 (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. 5761, 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].
- 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. Criterion is the aesthetic drinking water value as required by Section 20120(a)(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 Νİ
- cleanup under Section 20120a(2) and 20120b of the NREPA. Concentrations of trihalomethanes in groundwater shall be added together to determine compliance with the Michigan drinking water standard of 90 ug/1. Concentrations of trihalomethanes in soil shall be added together to determine compilance with the drinking water protection criterion of 1,600 ug/kg.
- 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 based on the HDV shall be as ilsted in the [table in Footnote (X) in R 299.49], except for those values 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.
- 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).
- 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 soft volatilization to Indoor air criteria, groundwater volatilization to Indoor air, and soll 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 marcury.
- 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.
- 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
- Groundwater: The generic GSI criteria are based on the toxicity of unionized ammonia (NH<sub>a</sub>); 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 NH<sub>3</sub> in the surface water. This percent NH<sub>3</sub> 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 NH<sub>3</sub> 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 NH<sub>3</sub> 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 (NH, N) concentration in the groundwater and the resulting NH, 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 GSL
- 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.
- Hazardous substance causes developmental effects. Residential direct contact criteria are protective for a pregnant (DD)
- The (values listed in the table in Footnote (EE) in 299.49) are applicable generic GSI criteria as required by Section 20120e of the NREPA. (FE)
- 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. (FF)
- Risk-based criteria are not available for methane due to insufficient toxicity data. An acceptable soil gas concentration (presented for both residential and non-esidential land uses) was derived utilizing 25 (GG) percent of the lower explosive level for methane. This equates to 1.25 percent or 8.4E+6 ug/m<sup>3</sup>.
- The residential criterion for sodium is 230,000 ug/L in accordance with the Sodium Advisory Council recommendation and revised Groundwater Discharge Standards. ìHHì
- 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 (0)exposure algorithms to protect both children and adults from unsafe levels of the chemical.
- Insufficient data to develop criterion. ΙD
- A criterion or value is not available or, in the case of background and CAS numbers, not applicable. NA
- Hazardous substance is not likely to leach under most soil conditions. NLL
- Hazardous substance is not likely to volatilize under most conditions. NLV
- ug/kg Micrograms per kilogram
- ug/L Micrograms per liter
- Not sampled
- **Below Laboratory Method Detection Umits**
- BOLD Exceeds highlighted criteria.

# Attachment F Asbestos Survey Summary Results

## AKTPEERLESS

## **HOMOGENEOUS AREA SUMMARY**

CLIENT:

Young Supply Company

PROJECT NO:

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
	0"-2" Pipe Insulation	Throughout	TSI	5,450 LF	Friable
1	2"-4" Pipe Insulation	Throughout	TSI	10,000 LF	Friable
2	>4" Pipe Insulation	Throughout	TSI	2,200 LF	Friable
3	0"-2" Pipe fittings	Throughout	TSI	370	Friable
44	2"-4" Pipe Fittings	Throughout	TSI	390	Friable
5	>4" Pipe Fittings	Throughout	TSI	35	Friable
6	*Fire Door*	Throughout	MM	30	Non Friable
7	Fire poor	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-			
8	Window Glaze (7'x12' Multi Pain Windows)	9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-	MM	700 Windows	Friable
O	William Class (1922)	16;FS-17;FS-18;FS-19;FS-20;FS-21			
		FS-1;FS-23;FS-28;FS-29;FS-30;FS-31;FS-			
9	Drywall	32;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-	SM	5,725 SF	Non Friable
3	,	42;FS-44			
10	*Old Switch Boxes*	FS-2;FS-3;FS-4;FS-6;FS-7;FS-17	MM	15	Non Friable
11	Drywail 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	ММ	5,500 SF	Friable
	Gray and Tan 9" Floor Tile w/ Mastic	FS-27	MM	100 SF	Non Friable
14 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 Friabl
16	4" Black Cove Base	FS-27	MM	10 SF	Non Friable
16 17	12" Smooth Ceiling Tile w/ GP	FS-27	SM	15 SF	Non Friabl
18	Plaster	FS-27;FS-28;FS-30;FS-33;FS-36;FS-50;FS-51	SM	1,200 SF	Non Friabl

## AKTPEERLESS

## **HOMOGENEOUS AREA SUMMARY**

CLIENT:

Young Supply Company

PROJECT NO:

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

HA No.	Material Description	Material Location(s)	Material Class	Approx. Quantity	Friability
19	Mastic on Flooring FS-1	FS-1	ММ	Heavy Mastic Covers >1,000 SF; Residual Spots >10,000 SF	Non Friable
	Textured Paint	FS-28	\$M	350 SF	Friable
20	6" Gray Cove Base	FS-28;FS-32;FS-33;FS-35	MM	120 SF	Non Friable
21	12" Orange Peel Ceiling Tile w/ GP	FS-28	MM	50 SF	Non Friable
22	12' White Marbled Floor Tile	FS-28	MM	350 SF	Non Friable
23	12" White Martileu Floor Tile	FS-29;FS-32;FS-33;FS-48	ММ	1,650 SF	Non Friable
24 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	мм	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
	Lined Texture Paint	FS-30;FS-31	SM	1,100 SF	Friable
27		FS-30	MM	100 SF	Non Friable
28	12" Off White Marbled Floor Tile	FS-30	MM	50 SF	Non Friable
29	12" Brown w/ Tan Streaks	FS-30	SM	200 SF	Non Friabl
30	Rough Textured 12" Celling Tile w/ GP	FS-30	MM	125 SF	Non Friabl
31	6" Brown Cove Base	F3-30	101101		
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 Friab
34	6" Cove Base Tan	FS-31	MM	30 SF	Non Friabl



## **HOMOGENEOUS AREA SUMMARY**

CLIENT:

Young Supply Company

PROJECT NO:

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

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
35 36	4" Gray Cove Base	FS-32	MM	20 SF	Non Friable
37	Glue On Walls	F5-33	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	⊤SI	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
	Textured Plaster	FS-43	SM	100 SF	Non Friable
45 46	12" Gray Mottled Floor Tile	FS-45	MM	200 SF	Non Friable
	Lower Window Seals	FS-31;FS-37;FS-38;FS-44;FS-49;FS-51	MM	NQ	Non Friable
47	Brick and Mortar	FS-Exterior	MM	NQ	Non Friable
48	Window Glaze (5'x8' Multi Pain Windows)	FS-Exterior	MM	10 Windows	Friable
49 <b>50</b>	Window Graze (5 % Wulti Pain Windows) Window Frame Caulk (5 % Multi Pain Windows)	FS-Exterior	. MM	10 Windows	Friable
51	Door Frame Caulk	FS-Exterior	MM	15 Door Frames	Friable
	Painted Foam Covering Windows	FS-Exterior	MM	7,000 SF	Friable
52 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
	Transite Panels	FS-Exterior	MM	15 Panels	Non Friable
54		FS-Exterior	MM	185 Panels	Non Friable
55	Exterior Paneling (4'x14')	FS-Exterior	MM	16 LF	Friable
56	Building Caulk (1/2 inch bead) *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\*

## **AKT**PEERLESS

## **FUNCTIONAL SPACE DESIGNATIONS**

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

Functional Space (FS)	Description	Functional Space (FS) No.	Description	Functional Space (FS) No.	Description
FS-1	North Wall to A17 Bay	F5-22	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	F\$-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	F5-27	Server Room North of FS-1	FS-48	North East Corner Joint Office Rooms
FS-7	All to Al2 Bay	FS-28	Front Lobby	FS-49	East of FS-47
FS-8	Room Surrounding M10	FS-29	East to West Main Hall	F\$-50	East of FS-50
F5-9	M11 to M10 Bay	F5-30	Office South of FS-28	FS-Exterior	North, South, East, West side of structures including Mech. Roor
FS-10	A9 to A10 Bay	FS-31	Room South of FS-30 Lobby		
F5-11	M8 to M9 Bay	FS-32	Hailway South of FS-31		
FS-12	A7 to A8 Bay	F5-33	Utility Room		
F5-13	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		
F\$-18	A1 to A2 Bay	FS-39	Womens Room off Main Hall		
FS-19	L to L1	FS-40	Mechanical Room across from Womens Room		
F\$-20	South Wall to G Bay	FS-41	Mens Room		
F5-21	Mechanical Room NW Corner	FS-42	Kitchenette		



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
		1.1	CHR=10%;AMO=5%	Throughout	
1	0"-2" Pipe Insulation	1,2	NA NA	Throughout	
•		1.3	NA NA	Throughout	
		2.1	CHR=10%;AMO=5%	Throughout	
2	2"-4" Pipe Insulation	2.2		Throughout	
-	# - · · · · · · · · · · · · · · · · · ·	2,3		Throughout	
		3.1	CHR=10%;AMO=5%	Throughout	
3	>4" Pipe Insulation	3.2		Throughout	
•		3.3		Throughout	
		4.1	CHR=10%;AMO=5%	Throughout	
4	0"-2" Pîpe Fittings	4.2		Throughout	
		4.3		Throughout	
		5.1	CHR=20%;AMO=5%	Throughout	
5	2"-4" Pipe Fittings	5.2	NA.	Throughout	
		5.3	NA NA	Throughout	
		6.1	CHR=10%;AMO=10%	Throughout	
6	>4" Pipe Fittings	6.2	NA .	Throughout	
		6,3	NA NA	Throughout	
7	*Fire Door *		PACM	Throughout	
	Window Glaze (7'x12' Multi	8.1	CHR=5%	FS-1	
8	Pain Windows)	8.2	NA	F\$-21	
		9.1	NAD	FS-1	A I I a year N A D
9	Drywall	9.2	NAD	F\$-31	Aji Layer NAD
		9.3	NAD	FS-44	
10	*Old Switch Boxes*		PACM	Throughout	
		11.1	NAD	F5-22	4171
11	Drywall w/ Joint Compound	11.2	NAD	FS-26	Ali Layer NAD
		11.3	NAD	FS-33	
		12.1	NAD	FS-23	All Layer NAD
12	Black Coating on Floor	12.2	NAD	FS-23	PHI MAY AF THE SECOND
	T. 41 Bt. 1. 1. C. 11	13.1	NAD	FS-24	All Layer NAD
13	2'x4' Pinhole Ceiling Tile	13.2	NAD	FS-28	1

Page 1lof-4



CLIENT:

Young Supply Company

PROJECT NO:

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
	Gray and Tan 9" Floor Tile w/	14.1	FT-CHR=10%;M=NAD	FS-27	
14	Mastic	14.2	FT=NA;M≊NAD	FS-27	
		15.1	CT=NAD;GP- CHR=1.5%	FS-27	
15	12" Medium Hole Celling Tile w/ GP	15.2	CT=NAD;GP-CHR=NA	FS-44	
		15.3	CT=NAD;GP-CHR=NA	FS-38	
		16.1	NAD	FS-27	All Layer NAD
16	4" Black Cove Base w/ Adhesive	16.2	NAD	FS-27	
		17.1	CT=NAD;GP=1.25%	FS-27	
		17.2	CT=NAD;GP=NA	FS-27	
17	12" Smooth Ceiling Tile w/ GP	17.3	CT=NAD;GP=NA	FS-27	
		17.4	CT=NAD;GP=NA	FS-27	
		17.5	CT=NAD;GP=NA	FS-27	
	<del></del>	18.1	NAD	FS-27	
		18.2	NAD	FS-33	
18 Plasto	Plaster	18.3	NAD	FS-28	
10	, ,,,,,,,,,	18.4	NAD	FS-51	
		18,5	NAD	FS-36	
		19.1	CHR=1.5%	FS-1	
19	Mastic on Flooring FS-1	19.2	NA NA	FS-1	
		20.1	NAD	FS-28	
20	Textured Paint	20.2	NAD	FS-28	All Layer NAD
20	Textered to the	20.3	NAD	FS-28	
		21.1	NAD	FS-28	All Layer NAD
21	6" Gray Cove Base	21.2	NAD	FS-33	All Layer 18AD
		22.3	NAD	F5-28	
22	12" Orange Peel Ceiling Tile w/	22.3	NAD	FS-28	All Layer NAD
22	GP	22.3	NAD	FS-28	
		23.1	NAD	F\$-28	All Layer NAD
23	12" White Marbled Floor Tile	23.2	NAD	FS-28	Lui es jei Mae
<del></del>	12" Black w/ Gray Specks Floor	24.1	NAD	F\$-29	All Layer NAD
24	Tile	24.2	NAD	FS-48	All Edyst NAD
		25.1	NAD	FS-29	All Layer NAD
25	6" Black Cove Base	25.2	NAD	FS-51	All Layer NAD
		26.1	NAD	FS-29	All Layer NAD
26	Drywall w/ Coating	26.2	NAD	FS-51	An Layer WAD



CLIENT:

Young Supply Company

PROJECT NO:

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
		27.1	NAD	FS-30	Aìl Layer NAD
27	Lined Texture Paint	27.2	NAD	FS-31	
	12" Off White Marbled Floor	28.1	NAD	FS-30	All Layer NAD
28	Tile	28.2	NAD	FS-30	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	4011.0	29.1	NAD	FS-30	All Layer NAD
29	12" Brown w/ Tan Streaks	29.2	NAD	FS-30	
	Rough Textured 12" Ceiling Tile	30.1	NAD	FS-30	Ail Layer NAD
30	w/ GP	30.2	NAD	FS-30	
		31.1	NAD	FS-30	Ali Layer NAD
31	6" Brown Cove Base	31.2	NAD	F\$-30	
	Multi Pain Rectangle Windows	32.1	CHR-1.5%	F5-31	
32	Glaze (12' X 4')	32.2	NA	FS-49	
	Farm Marca of Financing	33.1	NAD	FS-28	All Laver NAD
33	Faux Wood Flooring	33.2	NAD	FS-51	
	6" Cove Base Tan	34.1	NAD	FS-31	All Layer NAD
34	6 Cove base (al)	34.2	NAD	FS-31	, , , , , , , , , , , , , , , , , , ,
	10% Ded w/ Chanks Floor Tile	35.1	NAD	FS-32	All Layer NAD
35	12" Red w/ Streaks Floor Tile	35.2	NAD	FS-32	
20	4" Gray Cove Base	36.1	NAD	FS-32	All Layer NAD
36	4 Glay Cove base	36.2	NAD	FS-32	
27	Glue On Walls	37.1	NAD	FS-33	All Layer NAD
37	Gide Off Mails	37.2	NAD	FS-33	<u> </u>
		38.1	CA=NAD;M=1.75%	FS-34	
		38.2	CA=NAD;M=NA	F5-34	
38	Carpet Adhesive and Mastic	38.3	CA=NAD;M=NA	FS-34	
		38.4	CA=NAD;M=NA	FS-34	
		38.5	CA=NAD;M=NA	FS-34	
20	9" Tan Floor Tile w/ Mastic	39.1	FT=NAD;M=1.5%	FS-36	
39	y tan riodi file wy Mastic	39.2	FT=NAD;M=NA	FS-48	
	Yellow Wood Paneling Adhesive	40.1	NAD	FS-37	All Layer NAD
40	Tellow Wood Fatielling Addressve	40,4	NAD	FS-48	
44	Cioth Duct Isolation Joint	41,1	NAD	FS-40	Ali Layer NAD
41	CIOLII DUCI ISOIAGOI JOIRE	41.2	NAD	FS-40	
42	Small Ceramic w/ Grout	42.1	NAD	FS-39	All Layer NAD
42	Small Ceramic W/ Grout	42.2	NAD	FS-41	
43	White Siele Undergosting	43.1	NAD	FS-42	All Layer NAD
43	White Sink Undercoating	43.2	NAD	FS-42	· · · · · · · · · · · · · · · · · · ·



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	
		44.1	NAD	FS-42	All Layer NAD	
44	12" Brown Mottled Floor Tile	44.2	NAD	F\$-42		
		45.1	NAD	FS-43	All Laver NAD	
45	Textured Plaster	45.2	NAD	- FS-43	All bayer 1970	
		46.1	NAD	FS-45	All Layer NAD	
46	12" Gray Mottled Floor Tile	46.2	NAD	FS-45		
		47.1	NAD	Exterior	All Layer NAD	
47	Lower Window Seals	47.2	NAD	Exterior	7.00	
		48.1	NAD	Exterior	Ali Layer NAD	
48	Brick and Mortar	48.2	NAD	Exterior	7 81 20 70 1112	
	Window Glaze (5'x8' Multi Pain	49.1	NAD	Exterior	All Layer NAD	
49	Windows)	49.2	NAD	Exterior		
	Window Frame Caulk (5'x8'	50.1	CHR-5%	Exterior		
50	Multi Pain Windows)	50.2	NA NA	Exterior		
	***	51.1	NAD	Exterior	All Layer NAD	
51	Door Frame Caulk	51,2	NAD	Exterior		
	Painted Foam Covering	52.1	NAD	Exterior	All Layer NAD	
52	Windows	52.2	NAD	Exterior	*	
		53.1	NAD	Exterior	All Layer NAD	
53	Block and Mortar	53.2	NAD	Exterior	<u> </u>	
	- 1 B	54.1	CHR-=10%	Exterior (Mechanical Room)		
54	Transite Panels	54.2	NA	Exterior (Mechanical Room)		
		55.1	NAD	Exterior		
55	Exterior Paneling (4'x14')	55.2	NAD	Exterior		
	- 11 / C / C / C	56.1	NAD	Exterior		
56	Building Caulk (1/2 inch bead)	56.2	NAD	Exterior		
57	*Roofing*	Ass	sumed	Exterior		

SF = Square Feet NE = Not Estimated JC = Joint Compound D = Drywali

PC = Point Count

PACM = Presumed Asbestos Containing Material

BB=Baseboard
NA = Not Analyzed
GP=Glue Pod

\*Assumed ACM\*

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

ltem	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	РСВ	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-42;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	1,211
ire Exit Sign w/ Emergency Lighting	Battery	F5-1;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	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	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
arge 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 Galion Container
Bio Hazard Container	Possible Haz Conataining	FS-24;FS-25;FS-39;FS-41;	2
Propane Tank	Chemicai	FS-26	1-15 lb contaîner
Engine Oil	Une in the	Page 1 of 2 FS-26	3-1 Gallon Containers

## **HAZARDOUS MATERIALS INVENTORY**

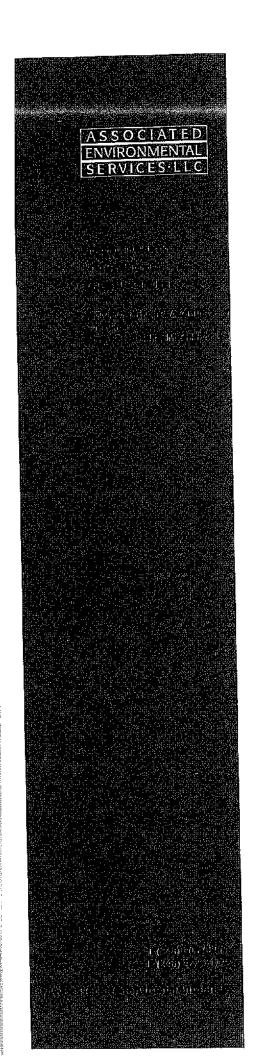
CLIENT: PROJECT NO: Young Supply Company

17495f3 -1- 194

PROJECT:

12350 E. Nine Mile Road

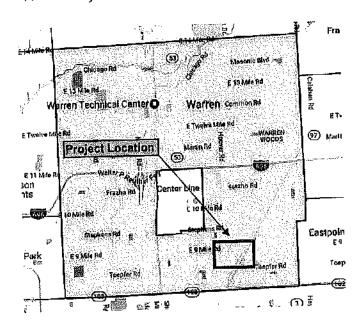
ltem	Item Group	Location	Approximate Quantity
Flourescent Bulbs	Mercury	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-26;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-38;FS-39;FS-40;FS-41;FS-42;FS-43;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	2,421
Ballast	РСВ	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-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	F5-28;FS-33	1 - 1 Gallon;1 - 5 Gallon Containers
Water Fountain	Freon	F\$-29;F\$-32;	4
Thermometer	Mercury	FS-40	2
Old Temperature Gauge		F5-40	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	FŞ-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



## 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

Environmental Services

Land Development

Real Estate Consulting

ENVIRONMENTAL

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 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

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
  - o Initial taxable value (TV) stated to be \$1,474,504.00 for 2024.
  - o 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.
  - o 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?

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.

Associated Environmental Services, LLC

Page 3 of 4

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

Juhlas & Melogy

Nicholas G. Maloof, RPG

NGM/bd

# 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):	Bridge Capital Group
Contact Person and Title:	Mr. Norman Weinstein, Operating Partner
Contact Person Mailing Address:	2200 Butts Road, Suite 310
	Boca Raton, FL 33431
Contact Person's Phone Number:	(T) 561-221-6940 / (C) 561-289-6671
Contact Person's Fax:	
Contact Person's E-Mail Address:	Norman@BridgeCap.com

Developer Name:	Bridge Capital Group	
Contact Person and Title of Developer:	Mr. Mark Kassab	
Developer Mailing Address:	31550 Northwestern Highway, Suite 220	
	Farmington Hills, MI 48334	
Developer Phone Number:	(T) (248) 865-0066	
Contact Person's Fax:		
Developer's E-Mail Address:	MKassab@MshapiroRealEstate.com	

Representative Name:	Associated Environmental Services, LLC	
Contact Person and Title of Representative:	Mr. Nicholas G. Maloof, RPG	
	President and General Counsel	
Representative Mailing Address:	40701 Woodward Avenue, Suite 50	
	Bloomfield Hills, MI 48304	
Representative Phone Number:	(248) 203-9898	
Contact Person's Fax:	(248) 422-2177	
Representative E-Mail Address:	ngm@associatedenvironmental.net	

RE: Proposed Former Continental Mobile Home Community Redevelopment Warner, Schultes, Maple and 8 Mile Roads

Warren, Macomb County, Michigan 48091

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## **Project Information**

Location of Eligible Property:	According to information provided by Client and prepared by AES, the subject property is comprised of the functionally obsolete former Continental Mobile Home Community (MHC) property. The subject property consists of a roughly rectangular shaped parcel of land located north of 8 Mile Road, west of Ryan Road and east of Warner Avenue. The subject property parcels comprise a mobile home community, with an office building, a maintenance building and a storage building. The remainder is comprised of individual lots providing utility hookups. The parcel is situated in a heavily developed mixed use area at the southwest corner of the City of Warren. Adjoining properties include residential dwellings to the north along Alvina Avenue, commercial property to the east fronting Ryan Street, several residential lots to the south along the adjoining side streets (Bach Avenue, Plumhoff Avenue, June Avenue, Tanney Avenue, Prescott Avenue, Urbanek Avenue), several commercial businesses fronting 8 Mile Road, and residential properties to the west of Warner Avenue.
Current Use of Property:	Based on a review of municipal records and available historic documentation, the subject property ("Property") was vacant agricultural land until development of the MHC circa the late 1940's. The Property has been operated as a MHC through the present and is currently functionally obsolete and mostly unoccupied.
Property Ownership:	Continental Bridge Communities LLC 31550 Northwestern Highway, Suite 220 Farmington Hills, MI 48334 Attn: Mr. Mark Kassab

The Property is comprised of multiple parcels being unified for development as part of the Project. A partial list of the 295 individual Parcel ID Nos. is presented below (legal information obtained from Developer and City of Warren Online Assessing Records):

ENVIRONMENTAL SERVICES LLC

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Prepared by Associated Environmental Services, LLC 4/18/2025

Property Owner	Parcel Number	Address
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	WARNER
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2901 OAK
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2907 OAK
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2904 FIRST
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2914 MAIN
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2913 OAK
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2915 FIRST
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2917 MAIN
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2916 FIRST
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2919 OAK
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2918 OAK
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2920 MAIN
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2921 FIRST
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2923 MAIN
CONTINENTAL BRIDGE COMMUNITIES LLC	12-13-31-452-029, 12-13-31-452-029	2925 OAK

A Full List of the 295 individual Parcels can be found here:

https://bsaonline.com/SiteSearch/SiteSearchResults?SearchFocus=All+Records&SearchCategory=Name&SearchText=Continental+Bridge&uid=305&LimitResults=false&SearchOrigin=0 &v3h=5yHRL9H6cXTsDCJsAGgi-g2

The attached ALTA/NSPA Land Survey contains a legal description for each of the parcels.

Existing Improvements and Environmental Concerns

According to information provided to Associated Environmental Services, LLC ("AES") by Developer, the proposed development site ("Property") is +/- 18 acres of improved commercial property comprised of Subject consist of 9 parcels of land location in Section 31, City of Warren, Macomb County, MI improved with 265 mobile home pads, of which +/- 120 homes are currently vacant and are in dilapidated condition and needing to be demolished. There are approximately 16 occupied homes of which 4 are owned by the park as rental units with the remainder owned units by the pad renter. The existing park has been vacant and mostly unoccupied for many years.

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The Property is functionally obsolete and blighted and is currently designated in the 2021 Master Plan and marked as a "Redevelopment Site."

The Project is targeted to address the Workforce Housing shortage with many of the units priced in the 80-120% of Area Median Income (AMI) affordability range. The 2023 AMI for Macomb County was \$76,399.00 and the targeted renter income range at 80% of AMI is \$61,119.20 and at 120% of AMI is \$91,678.80.

## **Environmental Due Diligence**

Associated Environmental Services, LLC (AES) was previously retained to conduct a Phase I Environmental Assessment (ESA) of the Subject property in March 2023.

According to information provided by Client and prepared by AES, the subject property is comprised of the functionally obsolete former Continental Mobile Home Community (MHC) property. The subject property consists of a roughly rectangular shaped parcel of land located north of 8 Mile Road, west of Ryan Road and east of Warner Avenue. The subject property parcels comprise a mobile home community, with an office building, a maintenance building and a storage building. remainder is comprised of individual lots providing utility hookups. The parcel is situated in a heavily developed mixed use area at the southwest corner of the City of Warren. Adjoining properties include residential dwellings to the north along Alvina Avenue, commercial property to the east fronting Ryan Street, several residential lots to the south along the adjoining side streets (Bach Avenue, Plumhoff Avenue, June Avenue, Tanney Avenue, Prescott Avenue, Urbanek Avenue), several commercial businesses fronting 8 Mile Road, and residential properties to the west of Warner Avenue.

Based on a review of municipal records and available historic documentation, the subject property was vacant agricultural land until development of the manufactured housing community (MHC) circa the late 1940's. The subject property has been operated as a MHC through the present.

AES determined the subject property was listed in the following governmental environmental databases:

ID	SITE NAME	ADDRESS	DATABASES
1	Not Listed	3715 Maple	DOT OPS
2	20785 Schultes Avenue	20785 Schultes Avenue	Inventory, BEA
3	Continental Mobile Home Park	20785 Schultes Avenue	BEA

The DOT OPS database tracks incident and accident data. The facility detail reports that in 1982, damage by outside forces was reported by Consumer Power Co. The incident appears related to underground gas distribution.

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The Inventory and BEA listings indicate a BEA was submitted to EGLE circa 2004. The notes further indicate that the BEA was returned for a lack of data to demonstrate the site is a "facility." No other information was available on the EGLE RIDE Database or other readily available sources.

Copies of the BEA were available through the EGLE FOIA Public Information portal. In correspondence from EGLE (then MDEQ), the BEA submittal was not accepted by the MDEQ as the MDEQ determined that the parcels are ineligible and the data has not shown the property is a "facility." AES reviewed the BEA prepared by Clayton Environmental and noted the following:

- Adjoining properties with the potential to present an environmental concern to the subject site included Motor Sport Auto (Carx), auto repair and maintenance (Dynamic Auto and Valvoline), metal finishing (L&W Metal Finishing) and dry cleaning (Peoples Dry Cleaners Coin Laundry).
- A total of four soil borings were completed to assess the off-site concerns.
- Soil results identified methyl ethyl ketone (also referenced as 2-Butanone or MEK) at concentrations of 1,500 to 2,000 ppb in each of the four soil samples analyzed. Metals were detected below their respective Statewide Default Background criteria.
- Chloroform was detected in the one groundwater sample collected and analyzed at a concentration of 7.2 ppb.

AES evaluated the concentrations reported and confirmed the concentration of methyl ethyl ketone in soil and chloroform in groundwater do not exceed the Part 201 Generic Residential Cleanup Criteria (GRCC). However, comparison of the Chloroform result to the Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels indicates an exceedance.

Substance	Residential Shallow Groundwater (ug/L)	Residential Groundwater Not in Contact (ug/L)	Concentration Detected (ug/L)
Chloroform	0.49 (M)	14	7.2

Based on the foregoing, the Property qualifies as a "facility."

## Please see the attached Phase I ESA and Phase II ESA Report excerpts.

According to information provided by Client, the subject property has experienced very low occupancy for many years and is in poor condition, is obsolete for its intended purpose as a MHC and in a generally blighted condition. Based on the long term vacancy, site conditions and general lack of demand for the space, the

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subject property is considered to be "functionally obsolete3."

As the subject property appears to qualify as "functionally obsolete<sup>3</sup>," it is eligible for Brownfield Redevelopment Incentives pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended. In addition, the subject property may also qualify under either "blighted<sup>2</sup>" or "facility<sup>1</sup>" status based on the evidence obtained to support those designations. Further, as the proposed redevelopment is targeted toward Workforce Housing, the proposed project may qualify as a "Housing property<sup>4</sup>" as that term is defined in the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended.

Based on the documented concentrations of groundwater contamination, concentrations exceed the EGLE Residential Soil Volatilization to Indoor Air Pathway (VIAP) Screening, therefore the Property meets the definition of a "facility" as defined pursuant to Part 201.

As the Property qualifies as a "facility," it is eligible for Brownfield Redevelopment Incentives pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended. In addition, based on the condition of the existing structures, the Property could also qualify under "blighted" and/or "functionally obsolete" status.

## Facility Status<sup>1</sup>

Based on the results of Phase II ESA activities conducted in 2004, the Property qualifies as a "facility" due to groundwater contamination concentrations exceeding the EGLE Residential VIAP Screening Levels.

"Facility" means that term as defined in Part 201.

## Blighted<sup>2</sup>

According to information provided by Client, the subject property has been unoccupied for several years and is in fair to poor condition with +/- 120 unoccupied trailer units that have been vandalized, stripped of all copper, and are not in habitable condition.

## <sup>2</sup>MCL §125.2652(c)

- "Blighted" means property that meets any of the following criteria as determined by the governing body:
- (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
- (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in

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<sup>&</sup>lt;sup>1</sup>MCL §125.2652(r)

a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act. (vi) Is property owned by or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

(vii) Has substantial buried subsurface demolition debris present so that the property is unfit for its intended use.

## Functional Obsolescence<sup>3</sup>

According to information provided by Client, the subject property has been unoccupied for several years and is in fair to poor condition comprised of 265 pads with 125 homes on-site with +/- 104 unoccupied trailer units that have been vandalized, stripped of all copper, and are not in habitable condition. Further, the 140 vacant pads are functionally obsolete as the will not accommodate a new traditional manufactured home due to the depth of the lots (not deep enough) as a traditional home would require 80-90' of depth and the existing lots are +/-\_50' in depth. In addition to qualifying as "blighted" and as a "facility," based on the long term vacancy, site conditions and general lack of demand for the space, the subject property may qualify as "functionally obsolete," subject to concurrence by the City of Warren Assessor. In addition, infrastructure issues, such as leaking water mains, further contributing to the inhabitability of the Property.

## <sup>3</sup>MCL §125.2652(u)

"Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

## Housing Property<sup>4</sup>

Further, as the proposed redevelopment is targeted toward Workforce Housing, the proposed project may qualify as a "Housing property" as that term is defined in the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended.

#### <sup>4</sup>MCL §125.2652(y)

"Housing property" means 1 or more of the following:

- (i) A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designed to be used as a dwelling.
- (ii) One or more units of residential housing proposed to be constructed or rehabilitated and located in a mixed-use project.

## **Census Tract and Opportunity Zone Qualification**

The Property is located in a low-income community (LIC) Census Tract (Census Tract No. 26099263600). A low-income community (LIC) Census Tract is defined as, "...a poverty rate of at least 20 percent or with median family incomes that do not exceed 80 percent of area median income..." According to the 2020 Census Tract information, the Poverty Rate is 23.4%, the median family income is 57% off

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area median income, a Poverty Population of 5,589 persons, and the Unemployment is 7.4%. In addition, the property is located in a NMTC Qualified Census Tract. *Please see the attached CDFI Fund Census Tract Map.* 

Based on the information provided by Developer, the Property contains structures and infrastructure that will be demolished and/or removed as part of the planned redevelopment ("Project"). In addition, the proposed Project will redevelop an underutilized Property that contains multiple impediments to redevelopment. The proposed Project will create temporary construction jobs and is intended to create permanent jobs in an area of Macomb County (Warren) with a high unemployment rate as demonstrated by the Census Tract designation.

## 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.

Developer has been working with the City of Warren Planning Department and has received approval for rezoning from R-1-C, R-1-P, & R-4 to an R-3, Multiple-Family Dwelling District zoning designation.

According to information obtained by AES, the Property is an existing Mobile Home Community proposed to be redeveloped into a proposed residential multifamily apartment project (the "Project") comprised of thirteen 3-story buildings containing a planned 290 residential units. The units are comprised of Studio, 1-bedroom, 2-bedroom and 3-bedroom units. The Project will feature a courtyard greenspaces between the buildings, a "pocket" park and clubhouse amenities.

Developer intends to re-development the Property into a proposed 290 unit Workforce Housing apartment complex. The proposed redevelopment will require demolition of the existing homes, removal of all infrastructure and improvements including trees, roads, utilities, pavement and existing mobile home concrete pads, installation of new utilities, roads and driveway as well as landscaping.

The proposed Project will redevelop the Property by demolishing all existing structures, site improvements and obsolete infrastructure in anticipation of site development activities that will include site preparation, installation of water, sewer,

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gas, electric and other necessary infrastructure, finish grading, vertical construction and final pavement and landscaping.

The Project is will be undergoing site plan and zoning review by the City of Warren Engineering, Planning and Community Development Departments, and is therefore subject to change as part of the approval processes.

## Please see the attached Maps and Proposed Site Plan.

## Overall Investment

As the Project is currently envisioned, the total investment is expected to exceed **\$51,756,000.00** (+/- 52 million dollars), excluding land costs, by Developer.

Additional investments for Furniture, Fixtures and Equipment (FF&E) will be made by both the Develop and individual Tenants. As the exact build-out has not yet been fully designed and the Tenants are not yet identified, the amount of FF&E investment is not available at this time.

Jobs Created

Please see the **Jobs Table** for additional information.

Expected Type of Use:					
Residential Mixed Use Industrial Commercial/Retail Other					
Expected Brownfield Eligibility:					
Facility \( \sum \frac{1}{2} \) Blighted \( \sum \frac{2}{2} \) Functionally Obsolete \( \sum \frac{3}{2} \) Housing Property \( \sum \frac{4}{2} \)					
Project Overall Investment Amount Approximately \$52,000,00.00					
*For TIR reimbursement Amount* Approximately \$10,147,836.00					
Expected Incentives:					
BDP 4 MSF TIF EGLE TIF MSHDA TIF Local TIF NEZ					
P.A. 210 P.A. 198 P.A. 198 P.A. 198 P.A. 146 OPRA 4b HOME Funds					

CLATED

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Workforce PILOT 🖂	DDA 🗌	Historic District	Other 🖂	EGLE Grant & L	Loan, MEDC CRP
<u>Other</u>					
Is the applicant's propert	y "function:	ally obsolete" (as	defined by P A	381 of 1996)? No	o <sup>2</sup> (Please
provide supporting infor	-	any obsolete (as	defined by 1.A	. 301 01 1770): <u>110</u>	(1 lease

### **Project Description**

The proposed Project will create 186 full-time temporary Construction Jobs in the City of Warren as well intends to create an additional 8 new full-time Permanent jobs within 1 year after the Project is completed and occupied. The categories of Permanent Jobs being created include Property Management, Maintenance, Security and other related positions.

The proposed redevelopment of the Property includes, but is not limited to: (1) performing necessary due diligence activities; (2) demolition of the current structures and infrastructure; (3) remediation of any environmental contamination necessary to facilitate development of the Project; (4) site preparation and development activities; and (5) vertical construction of the +/- 290 proposed apartment units.

The Eligible Activities will be further described in the Brownfield Plan and are related to the specific activities necessary to complete the proposed redevelopment. The Project is seeking reimbursement through Tax Increment Financing (TIF) for specific Brownfield activities that pose a substantial impediment to the redevelopment of the Property and the development of the Project. The Developer is also intending to apply for a P.A. 210 Commercial Rehabilitation Tax Abatement, Workforce PILOT or other tax abatement to help support the Project and defray the costs of development.

The Property must be cleared to enable the proposed redevelopment. Based on the known site conditions and building materials in the structure, this will require hazardous materials assessment, asbestos abatement activities, and other eligible pre-development activities. Appropriate environmental measures will be implemented to prevent exposure from hazardous materials and to protect human health, safety, and the environment. Soil contaminants may be present and may require remediation and/or relocation of soil necessary to facilitate development of the Project.

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<sup>&</sup>lt;sup>2</sup>The Property does not currently qualify as "functionally obsolete," because a formal determination has not yet been requested form the Assessor. However, Developer may request a formal determination of "functional obsolescence" from the City of Warren and reserves the right to do so, if necessary. Under MCL 125.2652(2)(s) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

The Project will significantly enhance the surrounding area. Utilities will be removed, relocated and upgraded to service the Property and support the Project.

### **Brownfield Incentives**

This Application has been prepared to provide for Tax Increment Financing (TIF) from Local and State Tax Capture for reimbursement of the Eligible Activities necessary to redevelop the Property. Developer is concurrently in the process of meeting with the City of Warren Economic Development Department to discuss the TIF approval process, MSHDA TIF, and reserves the right to apply for additional incentives including EGLE grants & loans, Macomb County grants & loans, MEDC/MSF Community Revitalization Program (CRP) grants & loans and other programs/sources that may supplement or decrease the total TIR captured.

### **Tax Abatement**

In addition the Brownfield Incentives, the Project will seek a P.A. 210 Commercial Rehabilitation Tax Abatement, Workforce PILOT or other potential tax abatements to help support the redevelopment activities by helping off-set the development costs of the proposed Project.

Projected number of jobs retained: \_\_0\_ Projected number of jobs created: <u>186 FTE</u> Construction Jobs and 8 FTE Permanents Jobs

Project Timetable. The Project will be initiated upon final approval of all incentives, including but not limited to the City Warren BRA and City Council approval of the Brownfield Plan for TIR Capture, EGLE, MSHDA and MEDC approval of the Act 381 Work Plan or MSHDA Work Plan, as the case may be, for TIR Capture, approval of any EGLE, MEDC/MSF or Macomb County Grants and/or Loans for which the Project may qualify, City Council and State Tax Commission approval of a P.A. 210 or other tax abatement, as well as other incentives. In addition, City of Warren approval of all site plans engineering drawings, etc. must be completed prior to project initiation. Construction is expected to take approximately 18-24 months from the start date.

Maximum Duration of Plan: The Developer payback period has not yet calculated, however, based on Developer requesting Michigan State Housing Development Authority (MSHDA) rental gap TIR subsidy, AES estimates the TIR capture period to be the full 30 years allowed under P. A. 381 of 1996, as amended. A 30 Year TIR Cash Flow Analysis and payback period will be calculated and determined based upon the final site plan approved by the City of Warren, the estimated Taxable Value upon completion provided by the City of Warren Assessor and the adoption of the P.A. 210 or Workforce Housing PILOT Tax Abatement. The Brownfield Plan will include up to (5) years for Local Site Remediation Revolving Fund (LSRRF) capture.

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### **Construction Related Jobs**

In addition to the full-time jobs created by the project, according to Developer, the development of the Project on the Property represents an overall investment of approximately \$52,000,000.00. The completion of this Project is estimated to create an average of 93 Full Time Equivalent (FTE) construction jobs per year during the 2 year construction phase (estimated) of the Project within the City of Warren, Macomb County, Michigan resulting in an estimated annualized construction payroll of \$8,113,101.18 or more per year for the construction phase for the 2 year construction period for an estimated \$16,226,202.35 or more total Project construction payroll.

Table 1: Construction Phase Job Creation and Direct Economic Impact

Phase of Construction	Job Classification	Typical Hourly Rate (Average)	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Jobs Related to Project (Average per year)	Total Annualized Payroll Related to Project	Duration of Jobs in Years Created by Project (in years based on # months construction)	Total Project Related Payroll (salary/wages & benefits only)
Site Preparation & Vertical Construction	Construction Tradesmen and affiliated workers	\$41.94	40	\$87,237.065	93	\$8,113,101.18	2	\$16,226,202,35
Construction Phases Total					186	\$8,113,101.18	_	\$16,226,202,35

### **Full-time Jobs**

According to Developer, the development of the Project on the Property represents an overall investment of approximately \$52,000,000.00. The completion of the Project is estimated to create an estimated 186 FTE Construction Jobs and 8 FTE Permanent jobs for Property Management, Security, Grounds keeping, Maintenance and other related services that will be directly created by the Project. Please see the tables below for a summary of direct economic benefits resulting from the Project.

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Table 2: Post Construction Phase / Permanent Job Creation and Direct Economic Impact

Phase of Operation	Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Direct Jobs Related to Project (Average per year)	Total Annual Payroll Related to Project	Duration of Jobs Created by Project	Total Project Related Payroll (salary/wages only)
New Full- time Jobs Created within 3 years of completion	Property Management, Security, Grounds keeping, Maintenance and other related services	\$24.67	40	\$51,306.67	8	\$410,453.33	Permanent	\$410,453.33
New FTE Jobs					8	\$410,453.33		\$410,453.33
Total Estima	ted Jobs and Project P	ayroll (Ann	ually)		_	\$410,453.33		\$410,453.33

### **Project Financing**

Describe Project Financing; Identify sources and amount of financing that will be used to support the project.	Developer is using its own equity as well as its lending resources to finance development of the project.
Why does the project need incentives?	The Eligible Activities to be described in this application and to be included Brownfield Plan are related to the specific activities necessary to complete the proposed Project. The Project is seeking a tax abatement during the lease-up period and reimbursement through Tax Increment Financing (TIF) for specific Brownfield activities that pose a substantial impediment to the redevelopment of the Property and the development of the Project and related public infrastructure. The incentives are necessary to off-set the extra-ordinary costs of development on a blighted and functionally obsolete property that are not present on a Greenfield site as well as eligible demolition, public infrastructure, and site preparation activities. Further, due to the high costs of labor, construction materials and elevated interest rates for financing the Project and the low rental rates in the vicinity of the proposed Project, Developer intends to capture TIF under the MSHDA TIF Rental Gap Subsidy Program.

RE: Proposed Former Continental Mobile Home Community Redevelopment Warner, Schultes, Maple and 8 Mile Roads

Warren, Macomb County, Michigan 48091



### **Additional Information**

# Describe any other factors that should be considered in evaluating this project.

The current condition of the Property is an impediment to its redevelopment. The Property is a "facility" based on historical reports, EGLE records and Phase II ESA laboratory analysis data. The structure and all improvements need to be demolished to support the proposed Project. Thus, incentives are necessary to: (1) equalize the cost of redeveloping the Property versus developing a Greenfield site; (2) support the Project infrastructure and Site Development as well as off-site the low rental rates, high costs of construction/development and high cost of financing/interest rates.

As the Property is a "facility" and likely qualifies as "functionally obsolete," "blighted," and as a "Housing property," incentives are necessary to equalize the costs of re-developing the Property versus developing a Greenfield site and "level the playing field" to attract developers to the Property. As the proposed Project qualifies as a "Housing property," MSHDA TIF Rental Gap Subsidy capture is necessary to support the Workforce Housing rental rates targeting incomes between 80% and 120% of the Area Median Income (AMI).

### Also, please explain how this project will benefit the public.

The public benefit of incentivizing the project is multi-dimensional.

First, the current structure and uses on the Property are not the highest and best use of the Property based on its geographic location and inprocess re-zoning. Redevelopment is necessary for the Property to realize its best and highest use.

Second, the proposed redevelopment involves investment into site demolition, site preparation, vertical construction and build-out of +/-290 for rent housing units. This investment will also facilitate the creation of 186 FTE Construction Jobs and 8 new FTE jobs directly resulting from the Project.

Third, the proposed Project will increase the value of the Property on the City's property tax rolls. The proposed Project will increase the property tax rolls and create new ad valorem tax revenue for the City, County and State of Michigan.

Lastly, the proposed redevelopment supports the City of Warren's efforts to realize its vision to create a "Gateway" into Warren along the 8 Mile Road corridor. The redevelopment will significantly improve the current use of the Property and act as a catalyst for additional redevelopment activity.

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 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.

### Developer has the Property under control through an affiliated business entity.

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

### Please see the attached Assessing Records Summary.

This Application can be sent to:

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

### **Application Preparation**

### This Application Prepared By:



Mr. Nicholas G. Maloof, RPG
President and General Counsel
Associated Environmental Services, LLC
40701 Woodward Avenue, Suite 50
Bloomfield Hills, MI 48304
T (248) 203-9898
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E ngm@associatedenvironmental.net

W www.associatedenvironmental.net

RE: Proposed Former Continental Mobile Home Community Redevelopment Warner, Schultes, Maple and 8 Mile Roads Warren, Macomb County, Michigan 48091



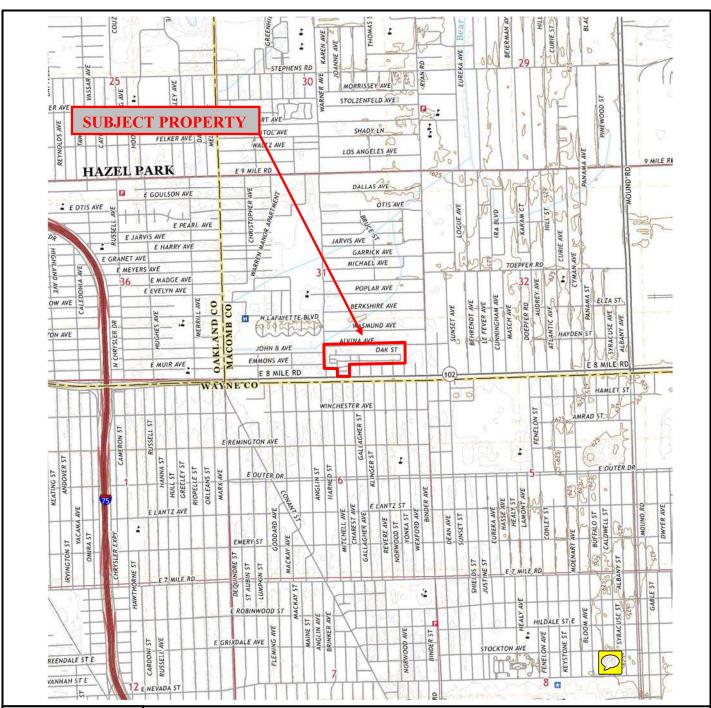
### **Attachments**

**Site Location Maps** 

Site Plans, Figures and Renderings

**Assessing Records** 

**Brownfield TIF Eligible Activities and 30 Year TIR Estimate** 





### **REFERENCE**

USGS 7.5 MIN TOPOGRAPHIC QUADRANGLE HIGHLAND PARK, MICHIGAN DATED: 2019 SCALE: 1: 24000



N

### FIGURE 1: SITE LOCATION MAP

### **Continental Mobile Home Park**

20785 Schultes Avenue Warren, Macomb County, MI PROJECT: 2024122601.01

DATE: 3/3/2025

PREPARED BY: JAP &

NGM

### ASSOCIATED ENVIRONMENTAL SERVICES:LLC

Environmental Services • Land Development • Real Estate Consulting

40701 Woodward Avenue, Suite 50 Bloomfield Hills, Michigan 48304 Tel (248) 203-9898 Fax (248) 422-2177 E: <u>info@associatedenvironmental.net</u> W: www.associatedenvironmental.net



### Legend

Approximate Subject Property Boundary

**Source: Macomb County GIS Maps** 

### FIGURE 2: Aerial Site Map

### **Continental Mobile Home Park**

20785 Schultes Avenue Warren, Macomb County, MI PROJECT: 2024122601.01

DATE: 3/3/2025

PREPARED BY: JAP &

NGM

### ASSOCIATED ENVIRONMENTAL SERVICES·LLC

Environmental Services • Land Development • Real Estate Consulting

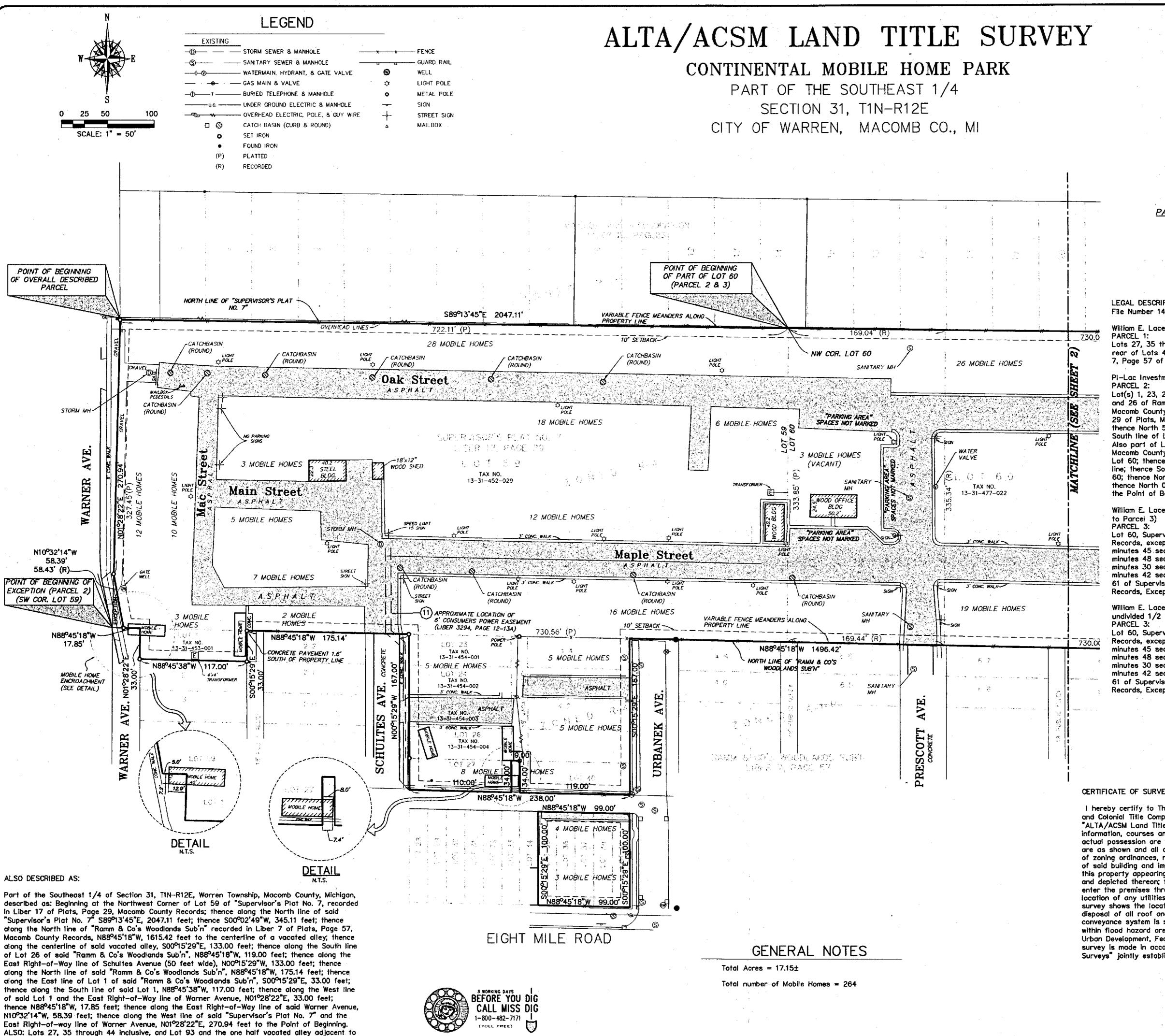
40701 Woodward, Suite 50 Bloomfield Hills, Michigan 48304

0.06

0.12 km

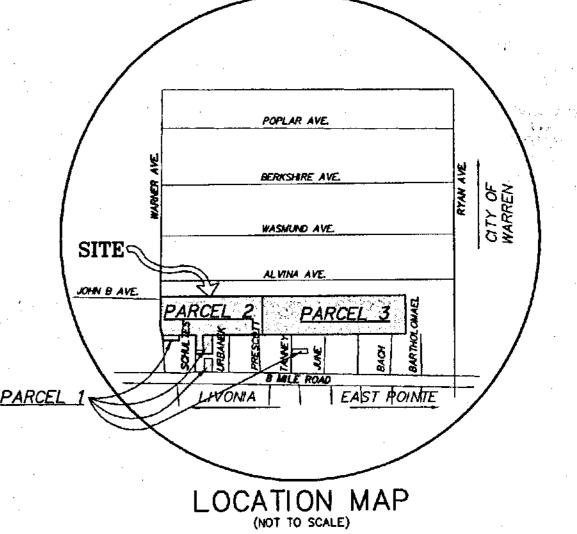
Tel: (248) 203-9898 Fax: (248) 422-2177

E: <u>info@associatedenvironmental.net</u>
W: <u>www.associatedenvironmental.net</u>



the rear of Lats 40 through 44 inclusive, Ramm and Co's Woodland Subdivision as recorded in

Liber 7, Page 57 of Plats, Macomb County Records. Containing 17.15 acres, more or less.



LEGAL DESCRIPTION:

File Number 14-58396, Dated 03/28/02, Revised 04/02/02

William E. Lacey (as to Parcel 1)

Lots 27, 35 through 44 inclusive, and Lot 93 and the one half vacated alley adjacent to the rear of Lats 40 through 44 inclusive, Ramm and Co's Woodland Subdivision as recorded in Liber 7, Page 57 of Plats, Macomb County Records.

PI-Lac Investment Co. (as to Parcel 2)

Lot(s) 1, 23, 24, 25 and 26, and one-half vacated alley adjacent to the rear of Lots 23,24,25 and 26 of Ramm and Co's Woodland Subdivision, as recorded in Liber 7, Page 57 of Plats, Macomb County Records. Also Lot 59 of Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County Records, except beginning at the Southwest Corner of said Lot 59; thence North 57.16 feet along the West line of Lot 59; thence Southeasterly 58.43 feet to the South line of Lot 59; thence West 12.15 feet along said South lot line to the Point of Beginning, Also part of Lot 60 of Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County Records, being described as follows: Beginning at the Northwest Corner of said Lot 60; thence South 89 degrees 13 minutes 45 seconds East 169.04 feet along the North lot line; thence South 00 degrees 10 minutes 48 seconds West 335.34 feet to the South line of Lot 60; thence North 88 degrees 43 minutes 30 seconds West 169.44 feet along said South lot line; thence North 00 degrees 14 minutes 42 seconds East 333.85 feet along the West lot line to the Point of Beginning.

William E. Lacey and Constance L. Lacey, husband and wife as to an undivided 1/2 interest (as

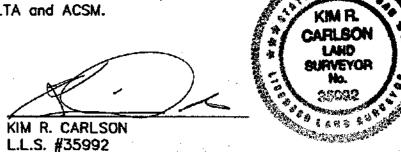
Lot 60, Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County ecords, except Beginning at the Northwest Corner of said Lot 60; thence South 89 degrees minutes 45 seconds East 169.04 feet along the North lot line; thence South 00 degrees 10 minutes 48 seconds West 335.34 feet to the South line of Lot 60; thence North 88 degrees 43 minutes 30 seconds West 169.44 feet along said South lot line; thence North 00 degrees 14 minutes 42 seconds East 333.85 feet along the West lot line to the Point of Beginning. Also Lot 61 of Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County Records, Except the East 125.00 feet thereof.

William E. Lacey as to 75% and Dorothy McDonald as to 25%, DBA Mac-Lac Co., as to an undivided 1/2 interest (as to Parcel 3)

Lot 60, Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County Records, except Beginning at the Northwest Corner of said Lot 60; thence South 89 degrees 13 minutes 45 seconds East 169.04 feet along the North lot line; thence South 00 degrees 10 minutes 48 seconds West 335.34 feet to the South line of Lot 60; thence North 88 degrees 43 minutes 30 seconds West 169.44 feet along said South lot line; thence North 00 degrees 14 minutes 42 seconds East 333.85 feet along the West lot line to the Point of Beginning. Also Lot 61 of Supervisor's Plat No. 7, as recorded in Liber 17, Page 29 of Plats, Macomb County Records, Except the East 125.00 feet thereof.

CERTIFICATE OF SURVEY

I hereby certify to The Huntington National Bank, Continental Communities L.L.C. (The Borrower), and Colonial Title Company (The Title Company) that the survey prepared by me entitled "ALTA/ACSM Land Title Survey" was actually made upon the ground and that it and the information, courses and distances shown thereon are correct; that the title lines and lines of actual possession are the same; that the size, location and type of buildings and improvements are as shown and all are within the boundary lines of the property; that there are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said building and improvements; that there are no easements, encroachments or use affecting this property appearing from a careful physical inspection of the same, other than those shown and depicted thereon; that all utility services required for the operations of the premises either enter the premises through adjoining public streets, or the survey shows the point of entry and location of any utilities which pass through or are located on adjoining private land; that the survey shows the location and direction of all starm drainage systems for the collection and disposal of all roof and surface drainage; that any discharge into streams, rivers or other conveyance system is shown on the survey; and that the parcels described heron do not lie within flood hazard areas in accordance with the document entitled "Department of housing and Urban Development, Federal Insurance Administration - Special Flood Hazard Area Manager survey is made in accordance with the "Minimum Standard Detail Requirements for Land Bile" Surveys" jointly established and adopted by ALTA and ACSM. KM R.



ALTA/ACSM LAND TITLE SURVEY

MAN-LA P.O. BO CLAIR SI

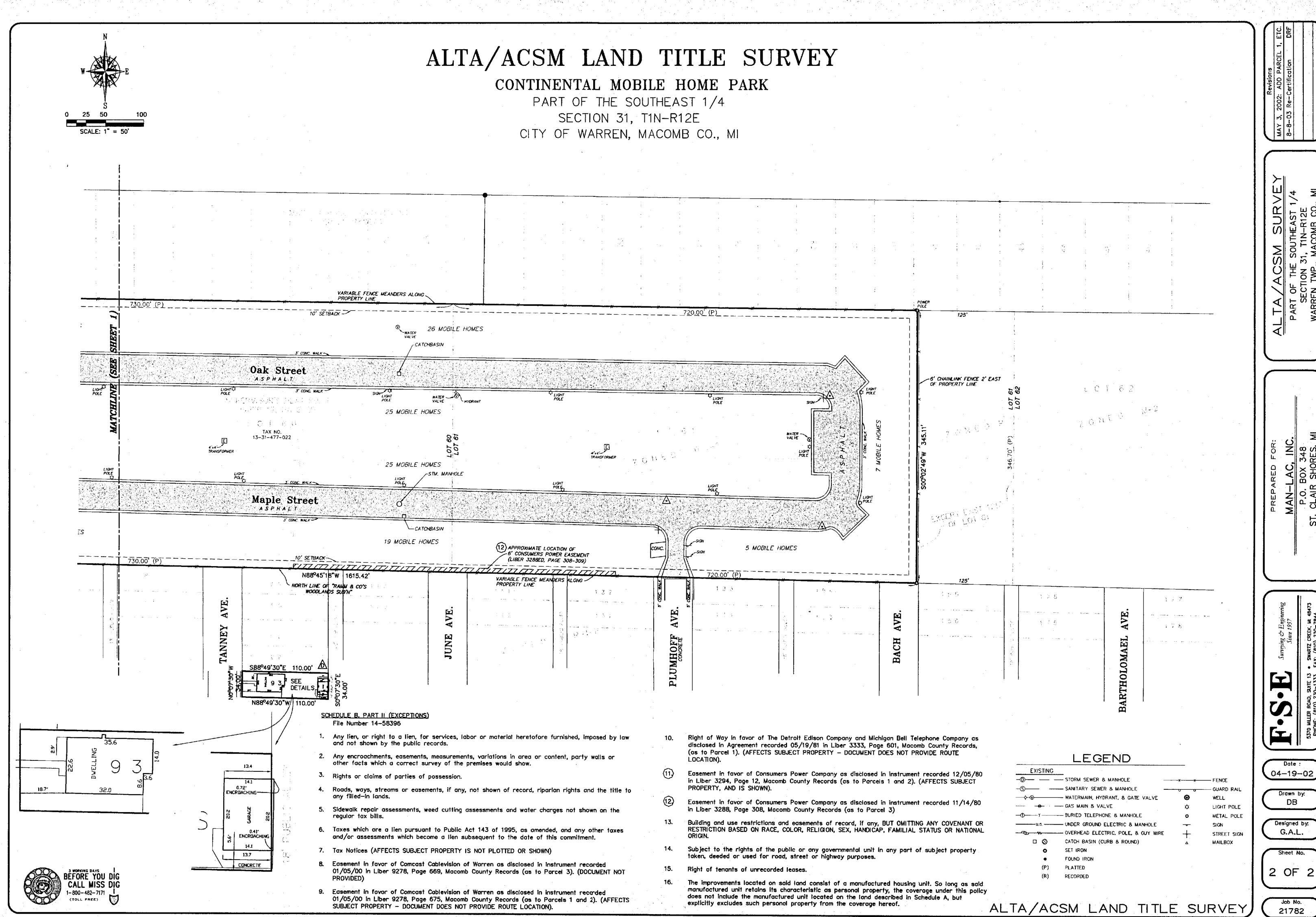
04-19-02

DB

Checked by: G.A.L.

OF 2

21782





ŧΞ LEGEND

### 2020 NMTC Tract 26099263600

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Macomb County

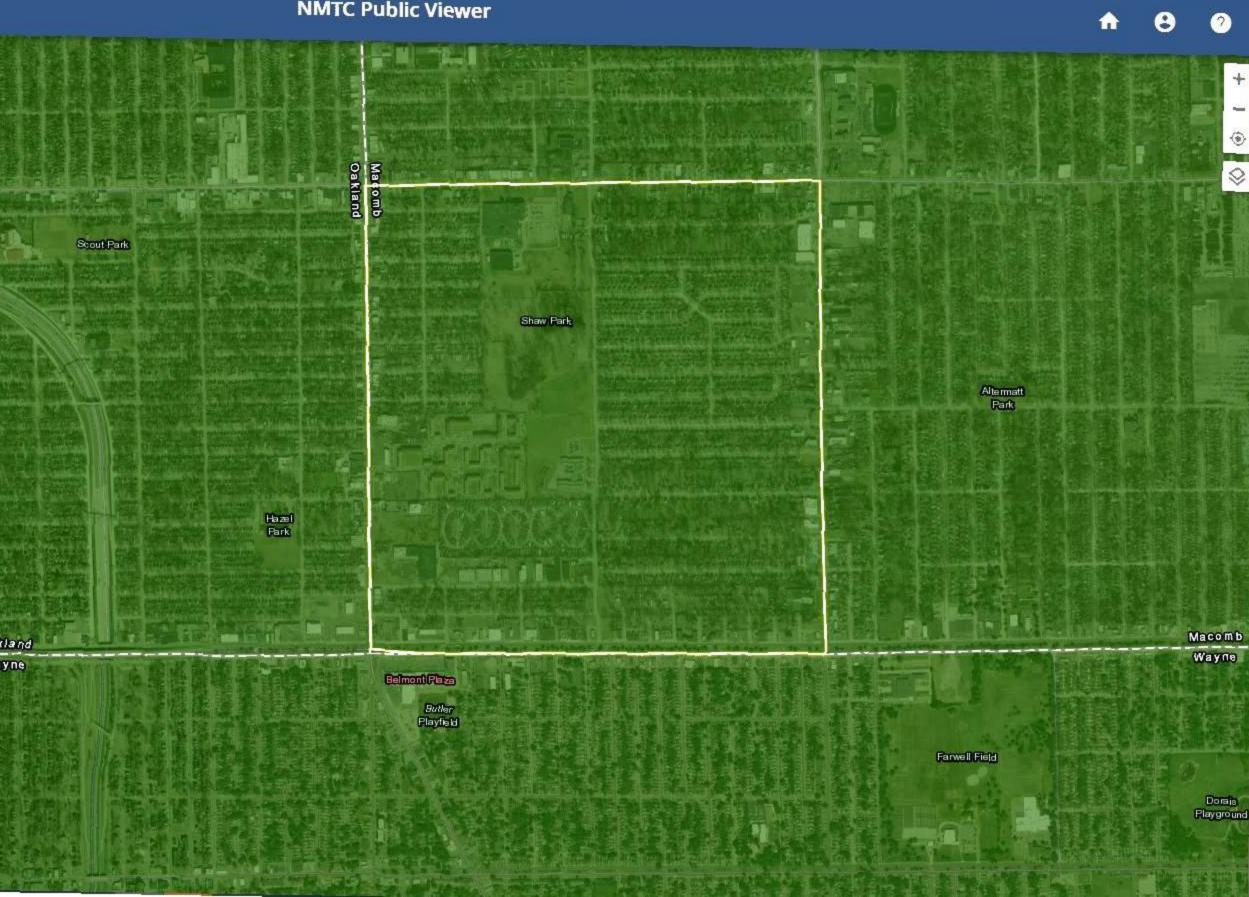
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Po sityPropation 5 589

QCZ









### **NMTC Public Viewer**







**DETAILS** 

LAYERS

**LEGEND** 

2020 NMTC Tract: 26099263600

MetroDesignation

Metro

PovertyRate

23.40

 ${\bf Pct Median Family Income}$ 

57.00

UnemploymentRate

7.40

PovertyRateQualified

Yes

MedianIncomeQualified

Yes

**NMTCQualified** 

Yes

CountyCode

26099

StateName

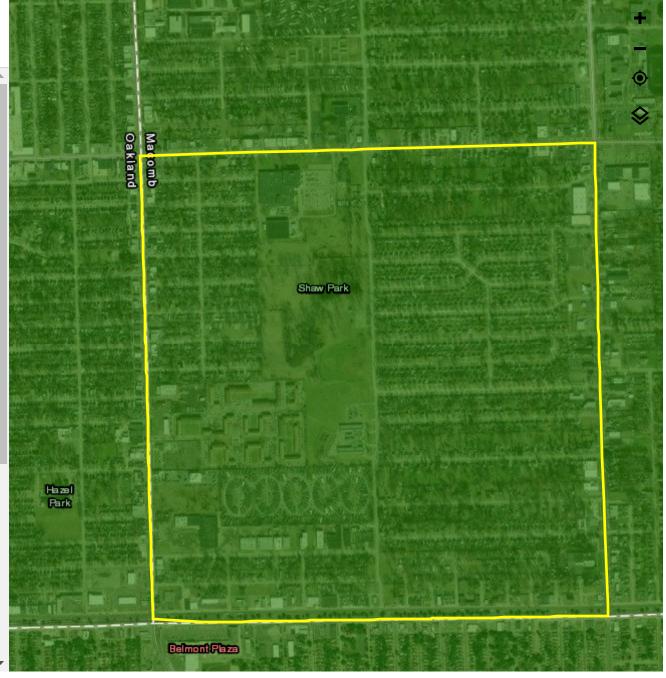
Michigan

CountyName

Macomb County

UnemploymentRateRatio

1.37

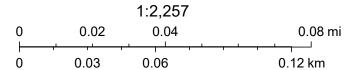


## ArcGIS Web Map



2/15/2023, 2:47:50 PM

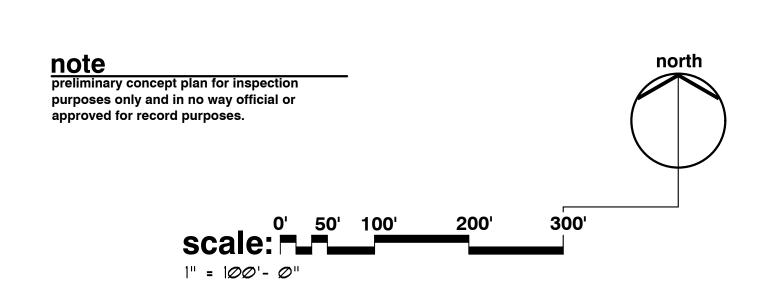
Road Names

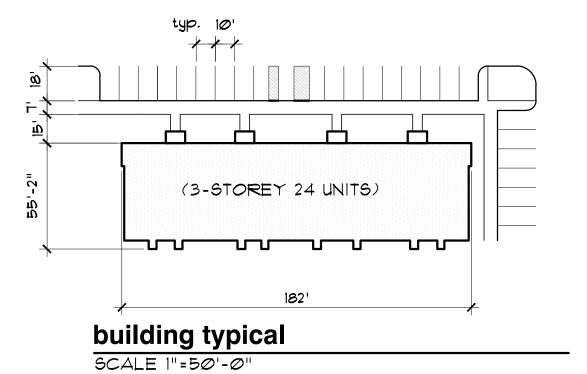




Alvina Avenue **Clubhouse Facility** M-1 John B. Avenue zoned proposed sign location landscape greenbelt **Emmons Avenue** R-1-P zoned M-2 M-2 8-Mile Road

conceptual site plan study for: North Park Avenue Apartments" - a planned residential community
City of Warren, Michigan





program	study-A
TOTAL ACRES OF SITE GROSS	16.9 <u>+</u>
TOTAL NO, OF RESIDENTAIL UNITS	312
13-24UNIT BUILDING3	12
TOTAL NO. OF PARKING SPACES PROVIDED	669
NO. OF UNIT PARKING SPACES PROVIDED	063Ø
(2-SPACES PER UNIT)	
NO. OF CLUBHOUSE SPACES PROVIDE	39
MINIMUM BUILDING SETBACKS:	
FRONT TO PARKING15	>'
SIDE TO SIDE3	5'
REAR TO REAR5	ع
DENSITY PER ACRE	18.46
(312 UNITS / 16.9 ACRES=18.46 UNITS PER ACRE	Ξ)
ACRES OF PARK AND OPEN SPACE	3.25 AC



## **LAUTREC**

31550 Northwestern Hwy, Suite 200, Farmington Hills, Michigan 48334

project:

### **NORTH PARK AVENUE APARTMENTS**

project location: City Of Warren, Michigan 8-Mile Road and Warner Avenue

sheet title:

### **CONCEPTUAL SITE** PLAN STUDY-A

job no./issue/revision date: LS24.019.02 PREVIEW 2-16-2024

review 2-24-2024 review 3-14-2024

drawn by: **JP, HP** 

checked by:

date: 1-31-2024

notice: Copyright This document and the subject matter contained therein is proprietary and is not to be used or reproduced without

Do Not scale drawings. Use figured dimensions only



The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the exclusively responsible for determining the exact location and elevation prior to the start

project no: LS24.019.02

sheet no: **LP- J** of 2



### QuickFacts

### **Macomb County, Michigan**

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.



- Select a fact -







### **Table**

All Topics V	Q	Macomb County, Michigan	
Population estimates, July 1, 2024, (V2024)			ΔN
♪ PEOPLE			
Population			
Population estimates, July 1, 2024, (V2024)			ΔN
Population estimates, July 1, 2023, (V2023)			<b>△</b> 875,10
Population estimates base, April 1, 2020, (V2024)			<b>△</b> N
Population estimates base, April 1, 2020, (V2023)			<b>△</b> 881,21
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)			ΔN
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)			<b>A</b> -0.7
Population, Census, April 1, 2020			881,21
Population, Census, April 1, 2010			840,97
Age and Sex			
Persons under 5 years, percent			<b>△</b> 5.1
Persons under 18 years, percent			△ 20.5
Persons 65 years and over, percent			<b>A</b> 18.8
Female persons, percent			<b>△</b> 51.1
Race and Hispanic Origin			
White alone, percent			<b>△</b> 77.5
Black alone, percent (a) (a)			<u> </u>
American Indian and Alaska Native alone, percent (a)			△ 0.3
Asian alone, percent (a) (a)			△ 5.2
Native Hawaiian and Other Pacific Islander alone, percent (a)			Δ
Two or More Races, percent			<b>△</b> 2.9
Hispanic or Latino, percent (b) (b)			△ 3.3
White alone, not Hispanic or Latino, percent			<b>△</b> 74.7
Population Characteristics			
① Veterans, 2019-2023			37,38
Foreign-born persons, percent, 2019-2023			11.5
Housing			
① Housing Units, July 1, 2023, (V2023)			375,22
① Owner-occupied housing unit rate, 2019-2023			75.0
Median value of owner-occupied housing units, 2019-2023			\$231,40
Median selected monthly owner costs - with a mortgage, 2019-2023			\$1,58
Median selected monthly owner costs -without a mortage, 2019-2023			\$63
① Median gross rent, 2019-2023			\$1,17
Building Permits, 2023			1,26
Families & Living Arrangements			1,20
Households, 2019-2023			356,42
Persons per household, 2019-2023			2.4
Diving in the same house 1 year ago, percent of persons age 1 year+, 2019-2023			94.5

① Language other than English spoken at home, percent of persons age 5 years+, 2019-2023	15.2%
Computer and Internet Use	
1 Households with a computer, percent, 2019-2023	95.2%
1 Households with a broadband Internet subscription, percent, 2019-2023	92.5%
Education	
① High school graduate or higher, percent of persons age 25 years+, 2019-2023	90.8%
Bachelor's degree or higher, percent of persons age 25 years+, 2019-2023	27.2%
Health	
① With a disability, under age 65 years, percent, 2019-2023	9.5%
1 Persons without health insurance, under age 65 years, percent	▲ 5.5%
Economy	
1 In civilian labor force, total, percent of population age 16 years+, 2019-2023	63.8%
f) In civilian labor force, female, percent of population age 16 years+, 2019-2023	58.8%
1 Total accommodation and food services sales, 2022 (\$1,000) (c)	2,074,357
1 Total health care and social assistance receipts/revenue, 2022 (\$1,000) (c)	5,607,963
1 Total transportation and warehousing receipts/revenue, 2022 (\$1,000) (c)	2,424,180
1 Total retail sales, 2022 (\$1,000) (c)	20,459,727
1 Total retail sales per capita, 2022 (c)	\$23,403
Transportation	
① Mean travel time to work (minutes), workers age 16 years+, 2019-2023	26.8
Income & Poverty	
① Median households income (in 2023 dollars), 2019-2023	\$76,399
1 Per capita income in past 12 months (in 2023 dollars), 2019-2023	\$39,467
Persons in poverty, percent	<b>1</b> 0.6%
BUSINESSES	
Businesses	
1 Total employer establishments, 2022	19,506
1 Total employment, 2022	322,137
1 Total annual payroll, 2022 (\$1,000)	19,507,129
1 Total employment, percent change, 2021-2022	7.9%
1 Total nonemployer establishments, 2022	79,116
All employer firms, Reference year 2022	15,868
Men-owned employer firms, Reference year 2022	10,985
Women-owned employer firms, Reference year 2022	2,844
Minority-owned employer firms, Reference year 2022	1,511
Nonminority-owned employer firms, Reference year 2022	13,280
Veteran-owned employer firms, Reference year 2022	S
Nonveteran-owned employer firms, Reference year 2022	14,207
⊕ GEOGRAPHY	
⊕ GEOGRAPHY Geography	
	1,838.4
Geography	1,838.4 1,754.9
Geography  ① Population per square mile, 2020	1,754.9
Geography  ① Population per square mile, 2020 ② Population per square mile, 2010	

### About datasets used in this table

### Value Notes

⚠ Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Infrow in TABLE view to learn about sampling error.

The vintage year (e.g., V2024) refers to the final year of the series (2020 thru 2024). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2019-2023 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2023 5-year ACS Comparison Guidance page.

- Includes persons reporting only one race
- Hispanics may be of any race, so also are included in applicable race categories
- Economic Census Puerto Rico data are not comparable to U.S. Economic Census data (c)

#### Value Flags

- Suppressed to avoid disclosure of confidential information Fewer than  $25\ {\rm firms}$
- Footnote on this item in place of data FN
- Not available NA
- Suppressed; does not meet publication standards
- Not applicable
- Value greater than zero but less than half unit of measure shown
- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the low
- Data for this geographic area cannot be displayed because the number of sample cases is too small.

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area In Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

[X]in 0 CONNECT WITH US **f** 

Information Quality | Data Linkage Infrastructure | Data Protection and Privacy Policy | Accessibility | FOIA | Inspector General | No FEAR Act | U.S. Department of Commerce | USA.gov

Measuring America's People, Places, and Economy

# TABLE 1 - TOTAL PROPOSED MDEQ ELIGIBLE ACTIVITY COSTS BROWNFIELD PLAN PROPOSED CONTINENTAL MHC MIXED-USE REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN

Eligible Activity Description	Bro	ownfield Property C	ost
DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(1)) ELIGIBLE ACTIVITY COSTS			
PARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(1)) ELIGIBLE ACTIVITY COST line Environmental Assessments (MCL §125.2652(2)(1))  21 Environmental Site Assessment  22 In Environmental Site Assessment  23 In Environmental Site Assessment  24 Environmental Site Assessment  25 In Environmental Site Assessment  26 Care Plan  27 Care Activities (MCL §125.2652(2)(1) and (m))  28 On 7aCA Due Care Plan - Revisions/Documentation of Due Care Compliance  28 In Esta Environmental Due Diligence Activities  29 In Treatment/Disposal of Contaminated Groundwater During Construction (if necessary)  29 Excavation, Loading, Transportation, and Disposal (if necessary)  20 Excavation, Loading, Transportation, and Disposal (if necessary)  20 Excavation, Loading, Transportation, and Disposal (if necessary)  20 Excavation, Loading, Transportation, and Disposal (if necessary)  20 Excavation, Loading, Transportation, and Disposal (if necessary)  21 Environmental Costs for Greenspace Encapsulation (as necessary)  22 In Environmental Costs for Greenspace Encapsulation (as necessary)  23 In Environmental Costs for Greenspace Encapsulation (as necessary)  24 In Environmental Environmental Disposal (if necessary)  25 In Environmental Environmental Disposal (if necessary)  26 In Environmental Environmental Disposal (if necessary)  27 In Environmental Environmental Disposal (if necessary)  28 In Environmental Environmental Disposal (if necessary)  29 In Environmental Environmental Environmental Costs for Environmental Enviro	Local TIF Capture Only	State and Local TIF Capture	TOTAL
Phase I Environmental Site Assessment	\$0	\$2,500	\$2,500
Phase II Environmental Site Assessment	\$0	\$18,000	\$18,000
Baseline Environmental Assessment	\$0	\$3,500	\$3,500
7a Due Care Plan	\$0	\$3,000	\$3,000
Due Care Activities (MCL §125.2652(2)(l) and (m))			
Section 7aCA Due Care Plan - Revisions/Documentation of Due Care Compliance	\$0	\$4,500	\$4,500
Additional Due Care Phase II ESA Environmental Due Diligence Activities	\$0	\$30,000	\$30,000
Additional Due Care Phase II ESA Environmental Due Diligence Reporting Activities	\$0	\$3,500	\$3,500
Pump & Treatment/Disposal of Contaminated Groundwater During Construction (if necessary)	\$0	\$75,000	\$75,000
Soil Excavation, Loading, Transportation, and Disposal (if necessary)	\$0	\$1	\$1
Soil Verification Sampling (if necessary)	\$0	\$1	\$1
Soil Backfill (Soil, soil placement & compaction)	\$0	\$1	\$1
Health & Safety Plan	\$0	\$2,500	\$2,500
Project Management	\$0	\$15,000	\$15,000
Soil Erosion Measures	\$0	\$3,000	\$3,000
Incremental Costs for Greenspace Encapsulation (as necessary)	\$0	\$0	\$0
Incremental Costs for Encapsulation (Engineering controls for Building and Parking)	\$0	\$1	\$1
Soil Vapor Assessment and Pilot Test	\$0	\$35,000	\$35,000
Soil Vapor Barrier / Sub-slab Depressurization System	\$0	\$150,000	\$150,000
Work Plans, Engineering, Specifications and Reports	\$0	\$5,000	\$5,000
Response Activities (MCL §125.2652(2)(l) and (yy)(i) and (ii))			
Hoist, Trench and Other former Equipment Removal Related Activities (if present)	\$0	\$15,000	\$15,000
UST Removal and/or Closure In-place (if necessary)	\$0	\$35,000	\$35,000
UST Removal Observation, Sampling and Report (if necessary)	\$0	\$12,000	\$12,000
Work Plans, Engineering, Specifications and Reports	\$0	\$6,500	\$6,500
Environmental Insurance (MCL §125.2652(2)(l)(ix) and (q)			
Environmental Insurance		\$100,000	
ENVIRONMENTAL COSTS SUBTOTAL	\$0	\$519,004	\$519,004
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE	COSTS		
Contingency			
Contingency (15% of Subtotal NOT including completed BEA Activities)	\$0.00	\$77,851	\$77,851
Brownfield Plan, Act 381 Work Plan & Related Documents (MCL §125.2652(2)(o)(i)(D)) & §125.2663b7(a)(iii))		\$25,000	\$25,000
Legal and Consulting Fees (MCL §125.2652(2)(0)(i)(D)) & §125.2663b7(a)(iii))		\$20,000	\$20,000
Brownfield Plan and Act 381 Work Plan Implementation (MCL §125.2663b(7)(b)(ii))		\$15,000	\$15,000
ELIGIBLE ACTIVITY COSTS SUBTOTAL	\$0	\$656,855	\$656,855
Administrative Costs Payable by Developer			
Brownfield Plan Review & Administration Fees (Local and State)		\$5,000	\$5,000
LBRA Administrative and Operating Costs /LBRF Capture (10% of TIR Annually)	\$2,282,951	\$0	\$2,282,951
GRAND TOTAL	\$2,282,951	\$661,855	\$2,944,806

### TABLE 2 - TOTAL PROPOSED MSF ELIGIBLE ACTIVITY COSTS PROPOSED CONTINENTAL MHC MIXED-USE REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN

Eligible Activity Description	Brownfield Property Cost
ELIGIBLE ACTIVITIES (MCL 125.2652(2)(o)) MSF ELIGIBLE ACTIVITY COSTS  Lead, Asbestos and Moid Abatement (MCL §125.2652(2)(o)(i)(G))  Pre Demolition Hazardous Materials Environmental Assessment (HMEA)  Sid Spees and Bid Evaluation (for HazMat Abatement)  Lead, Asbestos and Moid Abatement Consulting, Management, Design and Planning, Air Monitoring  Site Security (HazMat Abatement and Demolition)  Pre Demolition Asbestos, Lead and Hazardous Materials Abatement  Demolition Activities (MCL §125.2652(2)(o)(i)(F))  Demolition Activities (MCL §125.2652(2)(o)(i)(F))  Demolition Pauliding (Interior and Exterior, Incl Demo & Disp)  Demolition of Building (Interior and Exterior, Incl Demo & Disp)  Demolition of Building (Pavement removal)  Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))  Utility Connection & Installation - New site utilities (water, sewer, gas, etc.)  Utility Connection & Installation - Retention/Detention  Public Infrastructure - Parking Structure  Public Infrastructure - Right-of-way  Public Infrastructure - Wall/Sign/Ligtin Streetscape Improvements / O&M  Site Preparation (MCL §125.2652(2)(o)(ii)(C))  Geotechnically Non-viable Soils Removal  Soil Mitigation activities (Fill for Land Balancing /Export Surplus)  Site Preparation (Rough Grading, etc.)  Site Preparation (Specialized foundations)  Site Prepar	
Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))	
	\$25,000
	\$7,500
•	\$45,000
	\$25,000
Pre Demolition Asbestos, Lead and Hazardous Materials Abatement	\$175,000
Demolition Activities (MCI \$125.2652(2)(a)(i)(E))	
	\$15,000
	\$2,030,000
	\$2,030,000
	\$30,000
Demontion of Building (Pavement femoval)	\$1
Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))	
Utility Connection & Installation - New site utilities (water, sewer, gas, etc.)	\$2,220,000
Utility Connection & Installation - Retention/Detention	\$1
Public Infrastructure - Parking Structure	\$1
Public Infrastructure - Right-of-way	\$150,000
Public Infrastructure -	\$1
Public Infrastructure -	\$1
Public Infrastructure - Wall/Sign/Ligtin Streetscape Improvements / O&M	\$200,000
Public Infrastructure - Electrical	\$1
Public Infrastructure - Electrical O&M	\$1
Site Preparation (MCL \$125 2652(2)(a)(ii)(C))	
	\$40,000
<u> </u>	\$400,000
	\$1
·	\$200,000
*	\$70,000
	\$1
	\$1
	\$50,000
1 0, 0, 7	\$60,000
1 ( )	\$5,762,510
	ψυ,702,510
	\$864,377
Legal and Consulting Fees (MCL §125.2652(2)(o)(i)(D)) & §125.2663b7(a)(iii))	\$20,000
Brownfield Plan and Act 381 Work Plan Implementation (MCL §125.2663b(7)(b)(ii))	\$15,000
GRAND TOTAL	\$6,686,887



### **DRAFT FOR REVIEW AND DISCUSSION ONLY**

# TABLE 3 - TOTAL PROPOSED MSHDA ELIGIBLE ACTIVITY COSTS PROPOSED CONTINENTAL MHC MIXED-USE REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN

Eligible Activity Description	Brownfield Property Cost
ELIGIBLE ACTIVITIES (MCL 125.2652(2)(0)) MSHDA ELIGIBLE ACTIVITY (	COSTS
Brownfield Plan and Work Plan Implementation (MCL §125.2652(2)(o)(i)(E))	
Tracking & Reporting of Data and Compliance Costs to Implement, Monitor and Maintain Compliance	\$25,000
Costs to Implement, Monitor, and Maintain Compliance with Income and Price Monitoring Responsibilities	\$25,000
Costs incurred to Estimate & Determine Actual Costs Incurred (whether by a LUG, authority, or private dev	\$25,000
Housing Development Activities (MCL §125.2652(2)(o)(ii)(B)) & MCL §125.2652(2)(x)(iv)	
Elevator repairs	\$1
Fire sprinklers/alarm	\$1
Construction-interior-walls,ceilings,floors,millwork,paint,hardware	\$1
Install of new windows for apartments	\$1
Mechanicals and fixtures-HVAC, electrical, plumbing	\$1
Housing Relocation Activities (under MCL §125.2652(2)(x)(iv))	\$300,000
Demolition Activities (MCL §125.2652(2)(o)(i)(F))	
Demolition - Building	\$1
Demolition - Concrete Pads & Sidewalks	\$1
Demolition - Asphalt	\$1
Demolition -	
Infrastructure Improvements for Housing Property/Development (MCL §125.2652(2)(o)(ii)(C))	
Utility Connection & Installation - New site utilities (water)	\$1
Utility Connection & Installation - New site utilities (sewer)	\$1
Utility Connection & Installation - New site utilities (gas)	\$1
Utility Connection & Installation - New site utilities (remove/relocate existing water)	\$1
Utility Connection & Installation - Retention/Detention	*
Public Infrastructure - Parking / Structure	\$1
Public Infrastructure - Road & Road ROW Street Lighting	\$1
Public Infrastructure - Parking Lots and Driveway Improvements	\$1,950,000
Public Infrastructure - Fees & Permits	\$1
Public Infrastructure - Public Infrastructure Improvements O&M	\$1
Public Infrastructure - Electrical Pedestal	\$1
Public Infrastructure - Electrical O&M	
Site Preparation for Housing Development Activities (MCL §125.2652(2)(o)(ii)(D)) Geotechnical Testing & Evaluation	
Soil Mitigation activities	
Geotechnically Non-viable Soils Removal	
Site Preparation (Exc., Grubbing & Clearing, Debris removal, etc.)	\$1
Site Preparation (Rough Grading, etc.)	\$1
Site Preparation (Finished Grading, etc.)	
Site Preparation (Specialized foundations)	
Site Preparation (Sheeting, shoring, etc.)	
Site Preparation - Pulverize Existing Asphalt	\$56,800
Financing Gap / Rental Gap Reimbursement Activities (MCL §125.2652(2)(x)(vi)	
Financing Gap Reimbursement Activities	\$1
Rental Gap Reimbursement Activities	\$1
MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL	\$2,381,821
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY	+=,= ==,O=1
Contingency (15% of Subtotal)	\$357,273
Brownfield Plan, Act 381 Work Plan & Related Documents (MCL §125.2652(2)(o)(i)(D)) & §125.2663b7(a)(iii))	\$45,000
Brownfield Plan and Act 381 Work Plan Implementation (MCL §125.2663b(7)(b)(ii))	\$15,000
GRAND TOTAL	\$2,799,094

# Tax Increment Revenue Capture Estimates Multi-family Development 8 Mile Road west of Ryan Road Warren, Macomb County, Michigan April 18, 2025

### **EXHIBIT A: TIF TABLE**

EXHIBIT A: TIF TABLE																			
	Estimated Taxable Value (TV) Increas	se Rate: 1% p	per year																
	Pla	an Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Calend	lar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
	*Base Taxabl	e Value \$	886,800 \$	886,800 \$	886,800 \$	886,800 \$	886,800 \$	886,800 \$	886,800 \$	886,800 \$	886,800	\$ 886,800 \$	895,668 \$	904,624.68 \$	913,671 \$	922,807.64 \$	932,036 \$	941,356.07 \$	950,770
	Estimated I	New TV \$	14,300,000 \$	14,443,000 \$	14,587,430 \$	14,733,304 \$	14,880,637 \$	15,029,444 \$	15,179,738 \$	15,331,536 \$	15,484,851	\$ 15,639,699 \$	15,796,096 \$	15,954,057 \$	16,113,598 \$	16,274,734 \$	16,437,481 \$	16,601,856 \$	16,767,875
	Incremental Difference (New TV - B	ase TV) \$	13,413,200 \$	13,556,200 \$	13,700,630 \$	13,846,504 \$	13,993,837 \$	14,142,644 \$	14,292,938 \$	14,444,736 \$	14,598,051	\$ 14,752,899 \$	14,900,428 \$	15,049,433 \$	15,199,927 \$	15,351,926 \$	15,505,446 \$	15,660,500 \$	15,817,105
School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	\$	80,479 \$	81,337 \$	82,204 \$	83,079 \$	83,963 \$	84,856 \$	85,758 \$	86,668 \$	87,588	\$ 88,517 \$	89,403 \$	90,297 \$	91,200 \$	92,112 \$	93,033 \$	93,963 \$	94,903
School Operating Tax	17.0322	\$	228,456 \$	230,892 \$	233,352 \$	235,836 \$	238,346 \$	240,880 \$	243,440 \$	246,026 \$	248,637	\$ 251,274 \$	253,787 \$	256,325 \$	258,888 \$	261,477 \$	264,092 \$	266,733 \$	269,400
School To	otal 23.0322																		
<u>Local Capture</u>	Millage Rate	P.A.	210 of 2005 - Com	mercial Rehabilitati	on Abatement Pe	riod (Maximum 10 Y	ears)												
City Operating & Sanitation	8.2555	\$	110,733 \$	111,913 \$	113,106 \$	114,310 \$	115,526 \$	116,755 \$	117,995 \$	119,249 \$	120,514	\$ 121,793 \$	123,010 \$	124,241 \$	125,483 \$	126,738 \$	128,005 \$	129,285 \$	130,578
Library	1.2578	\$	16,871 \$	17,051 \$	17,233 \$	17,416 \$	17,601 \$	17,789 \$	17,978 \$	18,169 \$	18,361	\$ 18,556 \$	18,742 \$	18,929 \$	19,118 \$	19,310 \$	19,503 \$	19,698 \$	19,895
Macomb County Operating, Veterans, Sanitation & SMART	8.0545	\$	108,037 \$	109,188 \$	110,352 \$	111,527 \$	112,713 \$	113,912 \$	115,122 \$	116,345 \$	117,580	\$ 118,827 \$	120,016 \$	121,216 \$	122,428 \$	123,652 \$	124,889 \$	126,137 \$	127,399
City Road Improv	1.9858	\$	26,636 \$	26,920 \$	27,207 \$	27,496 \$	27,789 \$	28,084 \$	28,383 \$	28,684 \$	28,989	\$ 29,296 \$	29,589 \$	29,885 \$	30,184 \$	30,486 \$	30,791 \$	31,099 \$	31,410
EMS	0.2746	\$	3,683 \$	3,723 \$	3,762 \$	3,802 \$	3,843 \$	3,884 \$	3,925 \$	3,967 \$	4,009	\$ 4,051 \$	4,092 \$	4,133 \$	4,174 \$	4,216 \$	4,258 \$	4,300 \$	4,343
Recreation	0.9168	\$	12,297 \$	12,428 \$	12,561 \$	12,694 \$	12,830 \$	12,966 \$	13,104 \$	13,243 \$	13,383	\$ 13,525 \$	13,661 \$	13,797 \$	13,935 \$	14,075 \$	14,215 \$	14,358 \$	14,501
Huron Clinton Metropolitan Authority	0.2062	\$	2,766 \$	2,795 \$	2,825 \$	2,855 \$	2,886 \$	2,916 \$	2,947 \$	2,979 \$	3,010	\$ 3,042 \$	3,072 \$	3,103 \$	3,134 \$	3,166 \$	3,197 \$	3,229 \$	3,261
Police & Fire Operating (Total)	6.4763	\$	86,868 \$	87,794 \$	88,729 \$	89,674 \$	90,628 \$	91,592 \$	92,565 \$	93,548 \$	94,541	\$ 95,544 \$	96,500 \$	97,465 \$	98,439 \$	99,424 \$	100,418 \$	101,422 \$	102,436
Macomb County ISD	4.5997	\$	61,697 \$	62,354 \$	63,019 \$	63,690 \$	64,367 \$	65,052 \$	65,743 \$	66,441 \$	67,147	\$ 67,859 \$	68,538 \$	69,223 \$	69,915 \$	70,614 \$	71,320 \$	72,034 \$	72,754
Act 345 Pol/Fire	5.4848	\$	73,569 \$	74,353 \$	75,145 \$	75,945 \$	76,753 \$	77,570 \$	78,394 \$	79,226 \$	80,067	\$ 80,917 \$	81,726 \$	82,543 \$	83,369 \$	84,202 \$	85,044 \$	85,895 \$	86,754
Macomb County Community College Operating	1.3982	\$	18,754 \$	18,954 \$	19,156 \$	19,360 \$	19,566 \$	19,774 \$	19,984 \$	20,197 \$	20,411	\$ 20,628 \$	20,834 \$	21,042 \$	21,253 \$	21,465 \$	21,680 \$	21,897 \$	22,115
Local To	otal 38.9102																		
	6	1.9424	37.18%																
Non-Capturable Millages	Millage Rate																		
Macomb ISD Debt	0.1700	\$	2,280 \$	2,305 \$	2,329 \$	2,354 \$	2,379 \$	2,404 \$	2,430 \$	2,456 \$	2,482	\$ 2,508 \$	2,533 \$	2,558 \$	2,584 \$	2,610 \$	2,636 \$	2,662 \$	2,689
School Debt	10.9255	\$	146,546 \$	148,108 \$	149,686 \$	151,280 \$	152,890 \$	154,515 \$	156,157 \$	157,816 \$	159,491	\$ 161,183 \$	162,795 \$	164,423 \$	166,067 \$	167,727 \$	169,405 \$	171,099 \$	172,810
Art Institute (DIA)	0.1942	\$	2,605 \$	2,633 \$	2,661 \$	2,689 \$	2,718 \$	2,747 \$	2,776 \$	2,805 \$	2,835	\$ 2,865 \$	2,894 \$	2,923 \$	2,952 \$	2,981 \$	3,011 \$	3,041 \$	3,072
Zoo Authority	0.0938	\$	1,258 \$	1,272 \$	1,285 \$	1,299 \$	1,313 \$	1,327 \$	1,341 \$	1,355 \$	1,369	\$ 1,384 \$	1,398 \$	1,412 \$	1,426 \$	1,440 \$	1,454 \$	1,469 \$	1,484
Total Non-Capturable Ta	xes 11.3835																		
TOTAL MILLS	7	73.3259																	
							4						222.252.4	202.402.4	044.500 Å	050.005 A	000.445.4	070.040 A	070.740
Total Tax Increment Revenue (TIR) Available for Capture		Ş	308,936 \$	312,229 \$	315,556 \$	318,915 \$	322,309 \$	325,736 \$	329,198 \$	332,694 \$	336,225	\$ 339,792 \$	922,968 \$	932,198 \$	941,520 \$	950,935 \$	960,445 \$	970,049 \$	979,749
P.A. 210 of 2005 ANNUAL TAX BENEFIT		\$	674,599 \$	681,791 \$	689,055 \$	696,392 \$	703,802 \$	711,286 \$	718,845 \$	726,479 \$	734,190	\$ 741,978							
CUMULATIVE TAX ABATEMENT BENEFIT		\$	674,599 \$	1,356,391 \$	2,045,446 \$	2,741,838 \$	3,445,640 \$	4,156,926 \$	4,875,771 \$	5,602,250 \$	6,336,440	\$ 7,078,418							
Property Value Inflation Rate	1.01										_	_							
Footnotes:	1.01	\$	308,936																
		\$	521,910																
	TOTAL	\$	152,689																
	TOTAL	\$	983,535																

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# Tax Increment Revenue Capture Estimates Multi-family Development 8 Mile Road west of Ryan Road Warren, Macomb County, Michigan April 18, 2025

#### EXHIBIT A: TIF TABLE

EXHIBIT A: TIF TABLE																
	Estimated Taxable \	Value (TV) Increase Rate:														
		Plan Year	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
		Calendar Year	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
		*Base Taxable Value \$	960,277.33 \$	969,880 \$	979,578.90 \$	989,375 \$	999,268.44 \$	1,009,261 \$	1,019,353.73 \$	1,029,547 \$	1,039,842.74 \$	1,050,241 \$	1,060,743.58 \$	1,071,351 \$	1,082,064.53	
		Estimated New TV \$	16,935,553 \$	17,104,909 \$	17,275,958 \$	17,448,718 \$	17,623,205 \$	17,799,437 \$	17,977,431 \$	18,157,205 \$	18,338,778 \$	18,522,165 \$	18,707,387 \$	18,894,461 \$	19,083,405	
	Incremental Differer	nce (New TV - Base TV) \$	15,975,276 \$	16,135,029 \$	16,296,379 \$	16,459,343 \$	16,623,936 \$	16,790,176 \$	16,958,077 \$	17,127,658 \$	17,298,935 \$	17,471,924 \$	17,646,643 \$	17,823,110 \$	18,001,341	
School Capture	Millage Rate															
State Education Tax (SET)	6.0000	0 \$	95,852 \$	96,810 \$	97,778 \$	98,756 \$	99,744 \$	100,741 \$	101,748 \$	102,766 \$	103,794 \$	104,832 \$	105,880 \$	106,939 \$	108,008	2,813,005
School Operating Tax	17.032	2 \$	272,094 \$	274,815 \$	277,563 \$	280,339 \$	283,142 \$	285,974 \$	288,833 \$	291,722 \$	294,639 \$	297,585 \$	300,561 \$	303,567 \$	306,602	7,985,278
School To	tal 23.032	2														
<u>Local Capture</u>	Millage Rate															
City Operating & Sanitation	8.255!	5 \$	131,884 \$	133,203 \$	134,535 \$	135,880 \$	137,239 \$	138,611 \$	139,997 \$	141,397 \$	142,811 \$	144,239 \$	145,682 \$	147,139 \$	148,610	3,870,461
Library	1.257	8 \$	20,094 \$	20,295 \$	20,498 \$	20,703 \$	20,910 \$	21,119 \$	21,330 \$	21,543 \$	21,759 \$	21,976 \$	22,196 \$	22,418 \$	22,642	589,700
Macomb County Operating, Veterans, Sanitation & SMART	8.054	5 \$	128,673 \$	129,960 \$	131,259 \$	132,572 \$	133,897 \$	135,236 \$	136,589 \$	137,955 \$	139,334 \$	140,728 \$	142,135 \$	143,556 \$	144,992	3,776,225
City Road Improv	1.985	8 \$	31,724 \$	32,041 \$	32,361 \$	32,685 \$	33,012 \$	33,342 \$	33,675 \$	34,012 \$	34,352 \$	34,696 \$	35,043 \$	35,393 \$	35,747	931,011
EMS	0.274	6 \$	4,387 \$	4,431 \$	4,475 \$	4,520 \$	4,565 \$	4,611 \$	4,657 \$	4,703 \$	4,750 \$	4,798 \$	4,846 \$	4,894 \$	4,943	128,742
Recreation	0.9168	8 \$	14,646 \$	14,793 \$	14,941 \$	15,090 \$	15,241 \$	15,393 \$	15,547 \$	15,703 \$	15,860 \$	16,018 \$	16,178 \$	16,340 \$	16,504	429,827
Huron Clinton Metropolitan Authority	0.2062	2 \$	3,294 \$	3,327 \$	3,360 \$	3,394 \$	3,428 \$	3,462 \$	3,497 \$	3,532 \$	3,567 \$	3,603 \$	3,639 \$	3,675 \$	3,712	96,674
Police & Fire Operating (Total)	6.4763	\$	103,461 \$	104,495 \$	105,540 \$	106,596 \$	107,662 \$	108,738 \$	109,826 \$	110,924 \$	112,033 \$	113,153 \$	114,285 \$	115,428 \$	116,582	3,036,311
Macomb County ISD	4.599	7 \$	73,481 \$	74,216 \$	74,958 \$	75,708 \$	76,465 \$	77,230 \$	78,002 \$	78,782 \$	79,570 \$	80,366 \$	81,169 \$	81,981 \$	82,801	2,156,497
Act 345 Pol/Fire	5.4848	8 \$	87,621 \$	88,497 \$	89,382 \$	90,276 \$	91,179 \$	92,091 \$	93,012 \$	93,942 \$	94,881 \$	95,830 \$	96,788 \$	97,756 \$	98,734	2,571,462
Macomb County Community College Operating	1.3982	2 \$	22,337 \$	22,560 \$	22,786 \$	23,013 \$	23,244 \$	23,476 \$	23,711 \$	23,948 \$	24,187 \$	24,429 \$	24,674 \$	24,920 \$	25,169	655,524
Local To	tal 38.910	2														
		61.9424														
Non-Capturable Millages	Millage Rate															
Macomb ISD Debt	0.1700	0 \$	2,716 \$	2,743 \$	2,770 \$	2,798 \$	2,826 \$	2,854 \$	2,883 \$	2,912 \$	2,941 \$	2,970 \$	3,000 \$	3,030 \$	3,060 \$	79,702
School Debt	10.925	5 \$	174,538 \$	176,283 \$	178,046 \$	179,827 \$	181,625 \$	183,441 \$	185,275 \$	187,128 \$	189,000 \$	190,890 \$	192,798 \$	194,726 \$	196,674	5,122,248
Art Institute (DIA)	0.1942	2 \$	3,102 \$	3,133 \$	3,165 \$	3,196 \$	3,228 \$	3,261 \$	3,293 \$	3,326 \$	3,359 \$	3,393 \$	3,427 \$	3,461 \$	3,496	91,048
Zoo Authority	0.0938	8 \$	1,498 \$	1,513 \$	1,529 \$	1,544 \$	1,559 \$	1,575 \$	1,591 \$	1,607 \$	1,623 \$	1,639 \$	1,655 \$	1,672 \$	1,689	43,977
Total Non-Capturable Tax	kes 11.383	5														\$
TOTAL MILLS		73.3259														
Total Tax Increment Revenue (TIR) Available for Capture		\$	989,547 \$	999,442 \$	1,009,437 \$	1,019,531 \$	1,029,727 \$	1,040,024 \$	1,050,424 \$	1,060,928 \$	1,071,538 \$	1,082,253 \$	1,093,075 \$	1,104,006 \$	1,115,046	23,564,432

### P.A. 210 of 2005 ANNUAL TAX BENEFIT CUMULATIVE TAX ABATEMENT BENEFIT

Property Value Inflation Rate 1.01
Footnotes:

TOTAL

# Tax Increment Revenue Reimbursement Allocation Table Multi-family Development 8 Mile Road west of Ryan Road, Warren, Macomb County, MI April 18, 2025

### **EXHIBIT A: TIF TABLE**

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	37.18%	\$ 3,773,296		\$ 3,773,296
Local	62.82%	\$ 6,374,540		\$ 6,374,540
TOTAL				
EGLE	7%	\$ 661,855	[	\$ 661,855
MSF	93%	\$ 9.485.981		\$ 9.485.981

Estimated Total Years of Plan: 30 Estimated Capture

Administrative Fees \$ 2,282,951

State Brownfield Redevelopment Ful \$ 1,141,777

Local Brownfield Revolving Fund \$ -

	_																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Total State Incremental Revenue	\$	308,936 \$	312,229 \$	315,556 \$	318,915 \$	322,309 \$	325,736 \$	329,198 \$	332,694 \$	336,225 \$	339,792 \$	343,190 \$	346,622 \$	350,088 \$	353,589 \$	357,125 \$	360,696
State Brownfield Redevelopment Fund (50% of SET)	\$	40,240 \$	40,669 \$	41,102 \$	41,540 \$	41,982 \$	42,428 \$	42,879 \$	43,334 \$	43,794 \$	44,259 \$	44,701 \$	45,148 \$	45,600 \$	46,056 \$	46,516 \$	46,981
State TIR Available for Reimbursement	\$	268,696 \$	271,561 \$	274,454 \$	277,376 \$	280,327 \$	283,308 \$	286,319 \$	289,360 \$	292,431 \$	295,533 \$	298,488 \$	301,473 \$	304,488 \$	307,533 \$	310,608 \$	313,714
Total Local Incremental Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0 \$	579,779 \$	585,576 \$	591,432 \$	597,347 \$	603,320 \$	609,353
BRA Administrative Fee (10% Year)											\$	92,297 \$	93,220 \$	94,152 \$	95,094 \$	96,044 \$	97,005
Deferred BRA Administrative Fee - Annual	\$	25,000 \$	31,223 \$	31,556 \$	31,892 \$	32,231 \$	32,574 \$	32,920 \$	33,269 \$	33,623 \$	33,979						
Deferred BRA Administrative Fee - Payments											\$	487,482 \$	169,216				
Deferred BRA Admin Fee - Cumulative Balance Due	\$	25,000 \$	56,223 \$	87,778 \$	119,670 \$	151,901 \$	184,475 \$	217,394 \$	250,664 \$	284,286 \$	318,265 \$	169,216 \$	-				
TIF Sharing Ratio to City of Capturable Local TIR (10%)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	58,557.64 \$	59,143.22 \$	59,734.65 \$	60,332.00 \$	60,935.32
10%								·									
Local TIR Available for Reimbursement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$0 \$	264,583 \$	438,137 \$	442,518 \$	446,944 \$	451,413
Total State & Local TIR Available	\$	268,696 \$	271,561 \$	274,454 \$	277,376 \$	280,327 \$	283,308 \$	286,319 \$	289,360 \$	292,431 \$	295,533	\$298,488 \$	566,056 \$	742,625 \$	750,051 \$	757,552 \$	765,127
	Beginning																
DEVELOPER	Balance																
DEVELOPER Reimbursement Balance	\$ 10,147,836 \$	9,879,140 \$	9,607,580 \$	9,333,126 \$	9,055,750 \$	8,775,423 \$	8,492,114 \$	8,205,795 \$	7,916,435 \$	7,624,004 \$	7,328,471 \$	7,029,983 \$	6,463,927 \$	5,721,302 \$	4,971,251 \$	4,213,699 \$	3,448,572
AVAILABLE TIR (AFTER Developer Principal Reimbursem	nent)																
DEVELOPER Interest (5% simple interest per annum)	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
DEVELOPER Cumulative Interest		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
INTEREST PAYMENTS TO DEVELOPER																	
INTEREST BALANCE OWED TO DEVELOPER																	
CUMULATIVE INTEREST PAYMENTS TO DEVELOPER																	
AVAILABLE TIR (AFTER Developer Reimbursement)																	
MSF Non-Environmental Costs	\$ 9.485.981 \$	251.171 \$	253.849 \$	256,554 \$	259.285 \$	262.044 \$	264.831 \$	267.645 \$	270,487 \$	273.358 \$	276.258 \$	279.021 \$	529,137 \$	694,190 \$	701,132 \$	708,143 \$	715,225
State Tax Reimbursement	\$	251,171 \$	253,849 \$	256,554 \$	259,285 \$	262,044 \$	264,831 \$	267,645 \$	270,487 \$	273,358 \$	276,258 \$	103,749 \$	196,750 \$	258,122 \$	260,704 \$	263,311 \$	265,944
Local Tax Reimbursement		-, -	,		, , ,	,	,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-, -	,	\$	175,272 \$	332,387 \$	436,068 \$	440,428 \$	444,833 \$	449,281
Total MSF Reimbursement Balance																	443,201
EGLE Environmental Costs	\$	9,234,810 \$	8,980,961 \$	8,724,407 \$	8,465,122 \$	8,203,078 \$	7,938,248 \$	7,670,603 \$	7,400,115 \$	7,126,757 \$	6,850,499 \$	6,571,478 \$	6,042,341 \$	5,348,151 \$	4,647,020 \$	3,938,876 \$	3,223,652
	\$ 661.855 \$																3,223,652
State Tax Reimbursement	+	17,525 \$	17,712 \$	17,900 \$	18,091 \$	18,283 \$	18,478 \$	18,674 \$	18,872 \$	19,073 \$	19,275 \$	19,468 \$	36,919 \$	48,435 \$	48,919 \$	49,409 \$	3,223,652 49,903
State Tax Reimbursement Local Tax Reimbursement	\$ 661,855 \$	17,525 \$										19,468 \$ 7,239 \$	36,919 \$ 13,728 \$	48,435 \$ 18,010 \$	48,919 \$ 18,190 \$	49,409 \$ 18,372 \$	3,223,652 49,903 18,555
State Tax Reimbursement Local Tax Reimbursement Total EGLE Reimbursement Balance	+	17,525 \$	17,712 \$	17,900 \$	18,091 \$	18,283 \$	18,478 \$	18,674 \$	18,872 \$	19,073 \$	19,275 \$ 19,275 \$	19,468 \$	36,919 \$	48,435 \$	48,919 \$	49,409 \$	3,223,652 49,903
Local Tax Reimbursement  Total EGLE Reimbursement Balance	+	17,525 \$ 17,525 \$ 644,330 \$	17,712 \$ 17,712 \$	17,900 \$ 17,900 \$	18,091 \$ 18,091 \$	18,283 \$ 18,283 \$	18,478 \$ 18,478 \$	18,674 \$ 18,674 \$	18,872 \$ 18,872 \$	19,073 \$ 19,073 \$	19,275 \$ 19,275 \$ \$	19,468 \$ 7,239 \$ 12,229 \$	36,919 \$ 13,728 \$ 23,191 \$	48,435 \$ 18,010 \$ 30,425 \$	48,919 \$ 18,190 \$ 30,730 \$	49,409 \$ 18,372 \$ 31,037 \$	3,223,652 49,903 18,555 31,347
Local Tax Reimbursement  Total EGLE Reimbursement Balance	\$	17,525 \$ 17,525 \$ 644,330 \$	17,712 \$ 17,712 \$ 626,619 \$	17,900 \$ 17,900 \$ 608,719 \$	18,091 \$ 18,091 \$ 590,628 \$	18,283 \$ 18,283 \$ 572,344 \$	18,478 \$ 18,478 \$ 553,867 \$	18,674 \$ 18,674 \$ 535,193 \$	18,872 \$ 18,872 \$ 516,320 \$	19,073 \$ 19,073 \$ 497,247 \$	19,275 \$ 19,275 \$ \$ 477,972 \$	19,468 \$ 7,239 \$ 12,229 \$ 458,505 \$	36,919 \$ 13,728 \$ 23,191 \$ 421,586 \$	48,435 \$ 18,010 \$ 30,425 \$ 373,151 \$	48,919 \$ 18,190 \$ 30,730 \$ 324,231 \$	49,409 \$ 18,372 \$ 31,037 \$ 274,823 \$	3,223,652 49,903 18,555 31,347
Local Tax Reimbursement  Total EGLE Reimbursement Balance  Local Only Costs	\$	17,525 \$ 17,525 \$ 17,525 \$ 644,330 \$	17,712 \$ 17,712 \$ 626,619 \$	17,900 \$ 17,900 \$ 608,719 \$	18,091 \$ 18,091 \$ 590,628 \$	18,283 \$ 18,283 \$ 572,344 \$	18,478 \$ 18,478 \$ 553,867 \$	18,674 \$ 18,674 \$ 535,193 \$	18,872 \$ 18,872 \$ 516,320 \$	19,073 \$ 19,073 \$ 497,247 \$	19,275 \$ 19,275 \$ \$ 477,972 \$	19,468 \$ 7,239 \$ 12,229 \$ 458,505 \$	36,919 \$ 13,728 \$ 23,191 \$ 421,586 \$	48,435 \$ 18,010 \$ 30,425 \$ 373,151 \$	48,919 \$ 18,190 \$ 30,730 \$ 324,231 \$	49,409 \$ 18,372 \$ 31,037 \$ 274,823 \$	3,223,652 49,903 18,555 31,347

LOCAL BROWNFIELD REVOLVING FUND																
LBRF Deposits *	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-						
State Tax Capture	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Local Tax Capture	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Total LBRF Capture	\$ - Ś	- Ś	- Ś	- Ś	- Ś	- Ś	- Ś	- Ś	- S	- Ś	- Ś	- Ś	- S	- S	- Ś	- \$

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

#### Footnotes

WBRA administrative fee is 10%. This amount may be adjusted downward or upward based upon a plan's proportionate share of all tax increment revenue available and based upon maximum amounts that an authority can capture for administrative fees per PA

# Tax Increment Revenue Reimbursement Allocation Table Multi-family Development 8 Mile Road west of Ryan Road, Warren, Macomb County, MI April 18, 2025

						, .p0, -									
EXHIBIT A: TIF TABLE															
														END OF TIR	
														CAPTURE	
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Total State Incremental Revenue	\$ 364,30	2043   3 \$ 367,946 \$	2044 371,625 \$	2045 3 <b>75,341</b> \$	2046 379,095 \$	2047 382,886 \$	2048 386,715 \$	2049 390,582 \$	2050 394,488 \$	2051 398,433 \$	2052 402,417 \$	2053 406,441 \$	2054 410,505 \$	2055 414,610	TOTAL \$ 10,798,284
State Brownfield Redevelopment Fund (50% of SET)	\$ 47,45	\$ 47,926	48,405 \$	48,889 \$	49,378 \$	49,872 \$	50,371 \$	50,874 \$	51,383						\$ 1,141,777
State TIR Available for Reimbursement	\$ 316,85	\$ 320,020 \$	323,220 \$	326,452 \$	329,717 \$	333,014 \$	336,344 \$	339,708 \$	343,105 \$	398,433 \$	402,417 \$	406,441 \$	410,505 \$	414,610	\$ 9,656,507
Total Local Incremental Revenue	\$ 615,44	\$ 621,601	627,817 \$	634,095 \$	640,436 \$	646,841 \$	653,309 \$	659,842 \$	666,441 \$	673,105 \$	679,836 \$	686,634 \$	693,501 \$	700,436	\$ 12,766,148
BRA Administrative Fee (10% Year)	\$ 97,97	\$ 98,955	99,944 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000 \$	100,000	\$ 2,282,951
Deferred BRA Administrative Fee - Annual Deferred BRA Administrative Fee - Payments															
Deferred BRA Admin Fee - Cumulative Balance Due															
TIF Sharing Ratio to City of Capturable Local TIR (10%)	\$ 61,544.6	' \$ 62,160.12 \$	62,781.72 \$	63,409.54 \$	64,043.63 \$	64,684.07 \$	65,330.91 \$	65,984.22 \$	66,644.06 \$	67,310.50 \$	67,983.61 \$	68,663.44 \$	69,350.08 \$	70,043.58	\$ 1,218,637
109		, 02,100.12 ,	02,761.72 3	03,403.34 3	04,043.03 3	04,084.07 \$	03,330.31 3	03,364.22 3	00,044.00 \$	07,310.30 3	07,383.01 3	00,003.44 3	09,330.08 \$	70,043.38	3 1,218,037
Local TID Available for Painshursement	ć 455.03°	, ¢ 450.495 6	46F 001 6	470.000 ¢	476 202 É	493.4F7 Ć	407.070 ¢	402 OFO Ć	400 707   ¢	505 705 ¢	F11 0F2 ¢	F17.071 ¢	F24.1F1 . ¢	F20 202	¢ 9,036,139
Local TIR Available for Reimbursement	\$ 455,92	' \$ 460,486 \$	\$ 465,091 \$	470,686 \$	476,393 \$	482,157 \$	487,978 \$	493,858 \$	499,797 \$	505,795 \$	511,852 \$	517,971 \$	524,151 \$	530,392	\$ 8,926,128
Total State & Local TIR Available	\$ 772,779	9 \$ 780,506 \$	788,311 \$	797,138 \$	806,110 \$	815,171 \$	824,322 \$	833,566 \$	842,901 \$	904,227 \$	914,269 \$	924,412 \$	934,656 \$	945,003	\$ 18,582,635
DEVELOPER															
DEVELOPER Reimbursement Balance	\$ 2,675,79	\$ \$ 1,895,287 \$	\$ 1,106,976 \$	309,838 \$	(496,272) \$	(1,311,442) \$	(2,135,765) \$	(2,969,330)	(\$3,812,232)	(\$4,716,459)	(\$5,630,728)	(\$6,555,140)	(\$7,489,796)	(\$8,434,799)	
AVAILABLE TIR (AFTER Developer Principal Reimburse	en														\$0.00
DEVELOPER Interest (5% simple interest per annum)	\$ -	\$ - \$	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-				
DEVELOPER Cumulative Interest INTEREST PAYMENTS TO DEVELOPER	\$ -	\$ - \$	\$ - \$	- \$	- \$	- \$	-								
															\$0.00
INTEREST PATMENTS TO DEVELOPER						\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	\$0.00
						·	- \$ - \$	- \$ - \$	- \$ - \$	- \$ - \$	- \$ - \$	- \$ - \$	- \$ - \$	-	\$0.00
INTEREST BALANCE OWED TO DEVELOPER CUMULATIVE INTEREST PAYMENTS TO DEVELOPER						·	- \$	-		T .		-		-	\$0.00
INTEREST BALANCE OWED TO DEVELOPER						·	- \$ - \$	-		T .		-			\$0.00
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)						\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs	\$ 722,37			745,148 \$ 277,020 \$	753,534 \$	\$ \$ 762,004 \$	770,559 \$	779,199 \$	787,926 \$	845,252 \$	- \$ 854,639 \$	864,121 \$	- \$ 873,697 \$	883,368	\$ 17,370,651
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)	\$ 722,37 \$ 268,60 \$ 453,77	\$ \$ 271,289 \$	274,002 \$	745,148 \$ 277,070 \$ 468,078 \$	753,534 \$ 280,188 \$ 473,346 \$	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-	
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement	\$ 268,60	3 \$ 271,289 \$ 458,311 \$	\$ 274,002 \$ \$ 462,895 \$	277,070 \$	280,188 \$	762,004 \$ 283,338 \$	770,559 \$ 286,519 \$	779,199 \$ 289,732 \$	787,926 \$ 292,977 \$	845,252 \$ 314,292 \$	854,639 \$ 317,783 \$	864,121 \$ 321,308 \$	873,697 \$ 324,869 \$	883,368 328,465	\$ 17,370,651 \$ 8,114,497
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement	\$ 268,600 \$ 453,77	3 \$ 271,289 \$ 458,311 \$ 5 \$ 1,771,674 \$	274,002 \$ \$ 462,895 \$ \$ 1,034,777 \$	277,070 \$ 468,078 \$	280,188 \$ 473,346 \$	762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$	779,199 \$ 289,732 \$ 489,468 \$	787,926 \$ 292,977 \$ 494,950 \$	845,252 \$ 314,292 \$ 530,960 \$	- \$  854,639 \$  317,783 \$  536,857 \$	864,121 \$ 321,308 \$ 542,812 \$	873,697 \$ 324,869 \$ 548,828 \$	883,368 328,465 554,903	\$ 17,370,651 \$ 8,114,497
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement Local Tax Reimbursement Total MSF Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74	3 \$ 271,289 \$ 458,311 \$ 5 \$ 1,771,674 \$ 2 \$ 50,906 \$ 18,928 \$	\$ 274,002 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 51,415 \$ \$ 19,118 \$	277,070 \$ 468,078 \$ 289,630 \$  51,990 \$ 19,332 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$	762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$ 53,166 \$ 19,769 \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$ 53,763 \$ 19,991 \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$ 54,975 \$ 20,442 \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$	- \$  854,639 \$  317,783 \$  536,857 \$  (5,263,485) \$  59,630 \$  22,172 \$	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$	873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement Local Tax Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement Local Tax Reimbursement Local Tax Reimbursement	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74 \$ 31,66	\$   \$   271,289   \$   \$   458,311   \$   \$   1,771,674   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 274,002 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 19,118 \$ \$ 32,297 \$	277,070 \$ 468,078 \$ 289,630 \$  51,990 \$ 19,332 \$ 32,659 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$ 33,026 \$	762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$ 53,166 \$ 19,769 \$ 33,397 \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$  53,763 \$ 19,991 \$ 33,772 \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$ 34,151 \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$  54,975 \$ 20,442 \$ 34,534 \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$ 37,046 \$	*** \$ ********************************	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$ 37,873 \$	873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$ 38,293 \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918 38,717	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Total MSF Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74	\$   \$   271,289   \$   \$   458,311   \$   \$   1,771,674   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 274,002 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 19,118 \$ \$ 32,297 \$	277,070 \$ 468,078 \$ 289,630 \$  51,990 \$ 19,332 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$	762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$ 53,166 \$ 19,769 \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$ 53,763 \$ 19,991 \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$ 54,975 \$ 20,442 \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$	- \$  854,639 \$  317,783 \$  536,857 \$  (5,263,485) \$  59,630 \$  22,172 \$	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$	873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MSF Reimbursement Balance  EGLE Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total EGLE Reimbursement Local Total EGLE Reimbursement Local Only Costs	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74 \$ 31,66 \$ 174,51	\$   \$   271,289   \$   \$   458,311   \$   \$   1,771,674   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 274,002 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 19,118 \$ \$ 32,297 \$ \$ 72,198 \$	277,070 \$ 468,078 \$ 289,630 \$  51,990 \$ 19,332 \$ 32,659 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$ 33,026 \$	762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$ 53,166 \$ 19,769 \$ 33,397 \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$  53,763 \$ 19,991 \$ 33,772 \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$ 34,151 \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$  54,975 \$ 20,442 \$ 34,534 \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$ 37,046 \$	*** \$ ********************************	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$ 37,873 \$	873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$ 38,293 \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918 38,717	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Total EGLE Reimbursement  Total EGLE Reimbursement  Total EGLE Reimbursement Balance	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74 \$ 31,66 \$ 174,51	\$ 271,289   \$ 458,311   \$ 458,311   \$ 5	\$ 274,002 \$ 462,895 \$ \$ 6 1,034,777 \$ \$ 5 1,415 \$ \$ 19,118 \$ \$ 32,297 \$ \$ 72,198 \$ \$	277,070 \$ 468,078 \$ 289,630 \$ 51,990 \$ 19,332 \$ 32,659 \$ 20,208 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$ 33,026 \$ (32,367) \$	\$  762,004 \$  283,338 \$  478,666 \$  (1,225,909) \$  53,166 \$  19,769 \$  33,397 \$  (85,534) \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$  53,763 \$ 19,991 \$ 33,772 \$ (139,297) \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$ 34,151 \$ (193,664) \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$  54,975 \$ 20,442 \$ 34,534 \$ (248,639) \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$ 37,046 \$	854,639 \$ 317,783 \$ 536,857 \$ (5,263,485) \$  59,630 \$ 22,172 \$ 37,458 \$ (367,243) \$	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$ 37,873 \$ (427,535) \$	873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$ 38,293 \$ (488,494) \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918 38,717	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Total MSF Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Local Tax Reimbursement  Local Tax Reimbursement  Total EGLE Reimbursement Balance	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74 \$ 31,66 \$ 174,51	\$   \$   271,289   \$   \$   458,311   \$   \$   458,311   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 274,002 \$ 462,895 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 5 1,415 \$ \$ 19,118 \$ \$ 32,297 \$ \$ 72,198 \$ \$ \$ - \$	277,070 \$ 468,078 \$ 289,630 \$ 51,990 \$ 19,332 \$ 32,659 \$ 20,208 \$ - \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$ 33,026 \$ (32,367) \$  - \$	\$ \$ 762,004 \$ 283,338 \$ 478,666 \$ (1,225,909) \$  53,166 \$ 19,769 \$ 33,397 \$ (85,534) \$  - \$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$  53,763 \$ 19,991 \$ 33,772 \$ (139,297) \$  - \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$ 34,151 \$ (193,664) \$  - \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$ 54,975 \$ 20,442 \$ 34,534 \$ (248,639) \$ - \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$ 37,046 \$ (307,614) \$	854,639 \$ 317,783 \$ 536,857 \$ (5,263,485) \$  59,630 \$ 22,172 \$ 37,458 \$ (367,243) \$	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$ 37,873 \$ (427,535) \$  - \$	- \$  873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$ 38,293 \$ (488,494) \$  - \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918 38,717 (550,128)	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164 \$ 645,820 \$ - \$ -
INTEREST BALANCE OWED TO DEVELOPER  CUMULATIVE INTEREST PAYMENTS TO DEVELOPER  AVAILABLE TIR (AFTER Developer Reimbursement)  MSF Non-Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Total MSF Reimbursement Balance  EGLE Environmental Costs  State Tax Reimbursement  Local Tax Reimbursement  Total EGLE Reimbursement  Local Tax Reimbursement  Local Tax Reimbursement  Local Tax Reimbursement  Local Only Costs  Local Tax Reimbursement	\$ 268,60 \$ 453,77 \$ 2,501,27 \$ 50,40 \$ 18,74 \$ 31,66 \$ 174,51	\$   \$   271,289   \$   \$   458,311   \$   \$   458,311   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 274,002 \$ 462,895 \$ \$ 462,895 \$ \$ 1,034,777 \$ \$ \$ 5 1,415 \$ \$ 19,118 \$ \$ 32,297 \$ \$ 72,198 \$ \$ \$ - \$	277,070 \$ 468,078 \$ 289,630 \$ 51,990 \$ 19,332 \$ 32,659 \$ 20,208 \$	280,188 \$ 473,346 \$ (463,904) \$  52,576 \$ 19,549 \$ 33,026 \$ (32,367) \$	\$\$ \$\frac{762,004}{283,338} \\$\$ 478,666 \\$\$ (1,225,909) \\$\$ \$\frac{53,166}{3} \\$\$ 19,769 \\$\$ 33,397 \\$\$ (85,534) \\$\$	770,559 \$ 286,519 \$ 484,040 \$ (1,996,467) \$  53,763 \$ 19,991 \$ 33,772 \$ (139,297) \$	779,199 \$ 289,732 \$ 489,468 \$ (2,775,667) \$  54,366 \$ 20,215 \$ 34,151 \$ (193,664) \$	787,926 \$ 292,977 \$ 494,950 \$ (3,563,593) \$  54,975 \$ 20,442 \$ 34,534 \$ (248,639) \$	845,252 \$ 314,292 \$ 530,960 \$ (4,408,845) \$  58,975 \$ 21,929 \$ 37,046 \$	854,639 \$ 317,783 \$ 536,857 \$ (5,263,485) \$  59,630 \$ 22,172 \$ 37,458 \$ (367,243) \$	864,121 \$ 321,308 \$ 542,812 \$ (6,127,605) \$  60,291 \$ 22,418 \$ 37,873 \$ (427,535) \$	- \$  873,697 \$ 324,869 \$ 548,828 \$ (7,001,302) \$  60,959 \$ 22,667 \$ 38,293 \$ (488,494) \$	883,368 328,465 554,903 (7,884,670) 61,634 22,918 38,717	\$ 17,370,651 \$ 8,114,497 \$ 9,256,154 \$ - \$ 1,211,983 \$ 566,164 \$ 645,820 \$ - \$ -
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<sup>\*</sup> Up to five years of capture for LBRF Deposits after elig

#### ootnotes:

WBRA administrative fee is 10%. This amount may be ad tax increment revenue available and based upon maximu

# 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 \$500 is required. The applicant will be responsible for any costs to process the application that exceed \$500. Also, if tax increment financing to pray for "eligible activities" is requested in addition to a Michigan-Business Tax Credit, an additional fee may be assessed at the conclusion of the process (for costs that exceed \$500).

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

### **Application Information**

Company Name (Business): Macomb South SOM, LLC

Contact Person and Title: Lorenzo Cavaliere

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

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

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

**Developer Name: SAME** 

Contact Person and Title of Developer: SAME

Developer Mailing Address: SAME

Developer Phone Number: SAME Fax: SAME

Developer's E-Mail Address: SAME

**Representative Name:** PM Environmental, Inc.

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

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

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

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

### **Project Information**

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

Legal Description/Parcel Number:

### Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan: Parcel: 12-13-23-451-004

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

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

Parcel: 12-13-23-451-005

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

#### Legal **Description** No Address, Warren, Macomb County, Michigan: Parcel: 12-13-23-476-011

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

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

Parcel: 12-13-23-176-012 T1N,R12E,SEC 23,COMM AT SE COROF SEC 23; TH DUE WEST 820.23 FT; TH N00\*09'56"E 675.00 FT TO POB; TH DUE WEST 326.81 FT;TH N00\*04'34"W 60.00 FT; TH DUE EAST 327.06 FT; TH S00\*09'56"W 60.00 FT TO POB. 0.40 A.

Property Ownership: Macomb South SOM, LLC

Current Use of Property: Vacant

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

Michigan Business Tax (MBT) Credit

### **Tax Increment Financing for Eligible Activities**

Is the proposed site a "facility" (as defined by Part 201)? No

(Please provide a copy of the executive summary of any environmental report available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

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

(Please provide supporting information.)

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

### **Proposed Development Project Description**

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

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

Projected number of jobs retained: N/A

Projected number of jobs created: Approximately 200 temporary construction jobs

### Project Timetable:

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

### Maximum Duration of Plan:

The duration of the plan is 11 years.

### **Development Costs Estimates**

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

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

Site Preparation \$839,329 Fall 2024

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

### TOTAL ELIGIBLE ACTIVITY COSTS

(including contingency) \$2,856,551 (both Phases)

Eligible Investments (for MBT Credit) Estimated Costs Start/End Date

Site Improvements N/A

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

Construction, Restoration, Alteration N/A

Renovation or Improvements of Buildings N/A

Addition of Machinery, Equipment, and Fixtures N/A

TOTAL ELIGIBLE INVESTMENTS N/A

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

### **Project Financing**

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

Bank financing and private equity.

Why does the project need incentives?

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

### **Additional Information**

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

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

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

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

Please note the current amount spent by the developer and number of current employees will be due each year for the life of the project on June 1<sup>st</sup> 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

## CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

### **BROWNFIELD PLAN AMENDMENT #1**

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

May 11, 2023

Approved by BRA: Approved by City Council:

### Prepared on Behalf of:

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

### Prepared By:

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



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### **APPENDICIES**

Appendix A	Legal Description
Appendix B	Eligible Property Location Map
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Appendix D	Documentation of Eligibility

### **TABLES**

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

### **PROJECT SUMMARY**

Project Name: Proposed Office and Multi-Residential Development

Brownfield Plan Amendment #1

Applicant/Developer: Macomb South SOM, LLC

Project Location: The property is located at 13041 Ten Mile Road in Township

one north (T.1N), Range twelve east (R.12E), Section 23, Warren, Macomb County Michigan 48089 (the "Property").

Type of Eligible

Property:

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

Contiguous".

Eligible Activities: Work Plan Exempt Activities (Pre-Approved Activities),

Demolition, Infrastructure Improvements, Site Preparation, and

Preparation of a Brownfield Plan.

Developer Reimbursable

Costs:

Request for an additional \$1,662,526 (includes eligible

activities and 15% contingency). Original Brownfield Plan was approved in an amount not to exceed \$1,194,025 (including

eligible activities and a 15% contingency)

Length of Developer

Reimbursement:

Estimated 11 Years from start of capture

Project Overview: This Brownfield Plan Amendment #1 replaces the Original

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

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

**Estimated Capital** 

Investment:

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

Phase II (including Hard and Soft Costs)

Estimated Job Creation: It is estimated that 200 construction jobs will be created.

### I. INTRODUCTION AND PURPOSE

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

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

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

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

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

### I.a. Property Description

The Eligible Property approved within the Original Plan consists of two (2) legal parcels spanning approximately 19.807 acres, with street addresses of 13007 and 13041 Ten Mile Road, Warren, Macomb County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the "subject property."

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

Property Address	Parcel ID	Approximate Acreage	Eligibility							
Originally Approved Brownfield Parcels										
13041 Ten Mile Road	12-13-23-451-004*	10.377 acres	"Blighted"							
13041 Ten Mile Road	12-13-23-451-005*	4.830 acres	"Blighted"							
No Address	12-13-23-476-011	4.2 acres	"Adjacent and Contiguous"							
No Address	12-13-23-476-012	0.4 acres	"Adjacent and Contiguous"							

<sup>\*</sup>child parcels of 12-13-23-451-003

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

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

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

### I.b. Basis of Eligibility

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

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

### I.c. Project Description

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

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

Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 11, 2023

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

Preliminary site plans and renderings are included in Appendix D.

### **II. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 11, 2023

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

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

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

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

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

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

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

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

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

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

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

Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 11, 2023

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

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

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

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

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

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

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

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

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Millage	Rate	Developer Reimbursement	Admin. Fee	Local Brownfield Revolving Fund (10% Pass-Through)	State Brownfield Fund	Taxes Preserved for Taxing Unit	Totals
State Education Tax (SET)	6.0000	\$228.25	\$0	\$0	\$2,320.95	\$27,342.90	\$29,892.10
School Operating Tax	18.0000	\$684.74	\$0	\$0	\$0	\$82,028.70	\$82,713.44
Subtotal	24.0000	\$912.99	<b>\$0</b>	<b>\$0</b>	\$2,320.95	\$109,371.60	\$112,605.54
Warren Operating	8.5421	\$624,037.98	\$12,019.06	\$80,775.69	\$0	\$38,927.63	\$755,760.36
City Road Improvements	2.0549	\$150,119.48	\$2,891.32	\$19,431.52	\$0	\$9,364.49	\$181,806.81
EMS	0.2843	\$20,769.37	\$400.02	\$2,688.39	\$0	\$1,295.60	\$25,153.38
Library	1.0757	\$78,584.62	\$1,513.55	\$10,172.02	\$0	\$4,902.13	\$95,172.31
Sanitation	2.5550	\$186,653.99	\$3,594.98	\$24,160.55	\$0	\$11,643.52	\$226,053.04
Act 345 Pol/Fire	4.9848	\$364,161.57	\$7,013.80	\$47,137.20	\$0	\$22,716.48	\$441,029.05
Police Operating	0.9531	\$69,628.15	\$1,341.05	\$9,012.69	\$0	\$4,343.42	\$84,325.31
Fire Operating	0.9531	\$69,628.15	\$1,341.05	\$9,012.69	\$0	\$4,343.42	\$84,325.31
Pol & Fire Oper	4.7953	\$350,317.76	\$6,747.17	\$45,345.25	\$0	\$21,852.90	\$424,263.08
Recreation	0.9488	\$69,314.01	\$1,335.00	\$8,972.03	\$0	\$4,323.82	\$83,944.86
Macomb County Oper.	4.4150	\$322,535.17	\$6,212.07	\$41,749.06	\$0	\$20,119.82	\$390,616.12
MCC Operating	1.4387	\$105,103.36	\$2,024.31	\$13,604.61	\$0	\$6,556.37	\$127,288.66
Mac Int Sch District	4.7296	\$345,518.08	\$6,654.73	\$44,723.98	\$0	\$21,553.50	\$418,450.29
Macomb Veterans	0.0667	\$4,872.73	\$93.85	\$630.73	\$0	\$303.96	\$5,901.27
Huron-Clinton Park	0.2104	\$15,370.65	\$296.04	\$1,989.58	\$0	\$958.82	\$18,615.09
SMART	0.9827	\$71,790.56	\$1,382.70	\$9,292.59	\$0	\$4,478.31	\$86,944.16
MTB	0.0990	\$7,232.39	\$139.30	\$936.16	\$0	\$451.16	\$8,759.00
Subtotal	39.0892	\$2,855,638.01	\$55,000.00	\$369,634.74	<b>\$0</b>	\$178,135.35	\$3,458,408.10
Total Capturable Millages	63.0892	\$2,856,551.00	\$55,000.00	\$369,634.74	\$2,320.95	\$287,506.95	\$3,571,013.64
Non-Capturable Millages	Rate					Taxes Preserved for Taxing Unit	
Zoo Authority	0.0967					\$538.60	\$538.60
Art Institute	0.1930					\$1,074.98	\$1,074.98
Van Dyke Debt/SF	10.6846					\$59,511.62	\$59,511.62
Total Non-Capturable Millages	10.9743					\$61,125.20	\$61,125.20

Brownfield Plan Amendment #1 for the Proposed Office and Multi-Family Residential Development Located at 13041 Ten Mile Road, Warren, Michigan PM Project No. 01-10075-1-0001; May 11, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **APPENDICES**



# Appendix A Legal Description



#### Legal Description 13007 Ten Mile Road, Warren, Macomb County, Michigan: Parcel: 12-13-23-451-006

MINUTES 51 SECONDS EAST 755.48 FEET TO THE POINT OF BEGINNING. DEGREES 11 MINUTES 59 SECONDS EAST 191.56 FEET; THENCE SOUTH 01 DEGREE 24 SOUTH 01 DEGREE 27 MINUTES 36 SECONDS EAST 28.92 FEET; THENCE NORTH 89 678.46 FEET ALONG SAID SOUTH LINE OF HERITAGE POINTE CONDOMINIUM; THENCE POINTE CONDOMINIUM; THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST 01 DEGREE 30 MINUTES39 SECONDS WEST 1271.65 FEET ALONG SAID EAST LINE OF 120 FEET WIDE TO TH EAST LINE OF HERITAGE POINTE CONDOMINIUM; THEN NORTH MINUTES 44 SECONDS WEST 130.12 FEET ALOND SAID NORTH INE OF 10 MILE ROAD, NORTH LINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE SOUTH 88 DEGREES 26 FEET; THENCE SOUTH 01 DEGREE 33 SECONDS 16 MINUTES EAST 601.00 FEET TO THE WEST 124.60 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 414.68 SECONDS WEST 324.60 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 45 SECONDS LEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 15 120 FEET WIDE; THENCE NORTH 01 DEREES 24 MINUTES 51 SECONDS WEST 535.40 ALONG THE SOUTH LINE OF SECTION 23, WHICH IS THE CENTERLINE OF 10 MILE ROAD, SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 819.51 FEET 12 EAST, PART OF SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, TOWN 1 NORTH, RANGE

## Legal Description 13041 Ten Mile Road, Warren, Macomb County, Michigan: Parcel: 12-13-23-451-007

THE POINT OF BEGINNING. FEET; THENCE NORTH 88 DEGREES 26 MINUTES 44 SECONDS EAST 164.25 FEET TO 120 FEET WIDE; THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 170.00 SECONDS EAST 248.60 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 10 MILE ROAD, 48 SECONDS WEST 170.00 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 44 WAY LINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 01 DEGREE 22 MINUTES DEGREES 26 MINUTES 44 SECONDS EAST 248.60 FEET ALONG SAID NORTH RIGHT OF NORTH RIGHT OF WAY LINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 88 THENCE SOUTH 01 DEGREE 33 MINUTES 16 SECONDS EAST 601.00 FEET TO SAID 431.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 414.68 FEET; WAY LINE OF 10 MILE ROAD, THENCE NORTH 01 DEGREE 22 MINUTES 48 SECOND WEST DEGREES 26 MINUTES 44 SECONDS WEST 324.88 FEET ALONG THE NORTH RIGHT OF FEET TO THE NORTH RIGHT OF WAY LINE OF 10 MILE ROAD; THENCE SOUTH 88 120 FEET WIDE; THENCE NORTH 01 DEGREES 24 MINUTES 51 SECONDS WEST 60.00 ALONG THE SOUTH LINE OF SECTION 23, WHICH IS THE CENTERLINE OF 10 MILE ROAD, SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 819.51 FEET 12 EAST, PART OF SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, TOWN 1 NORTH, RANGE

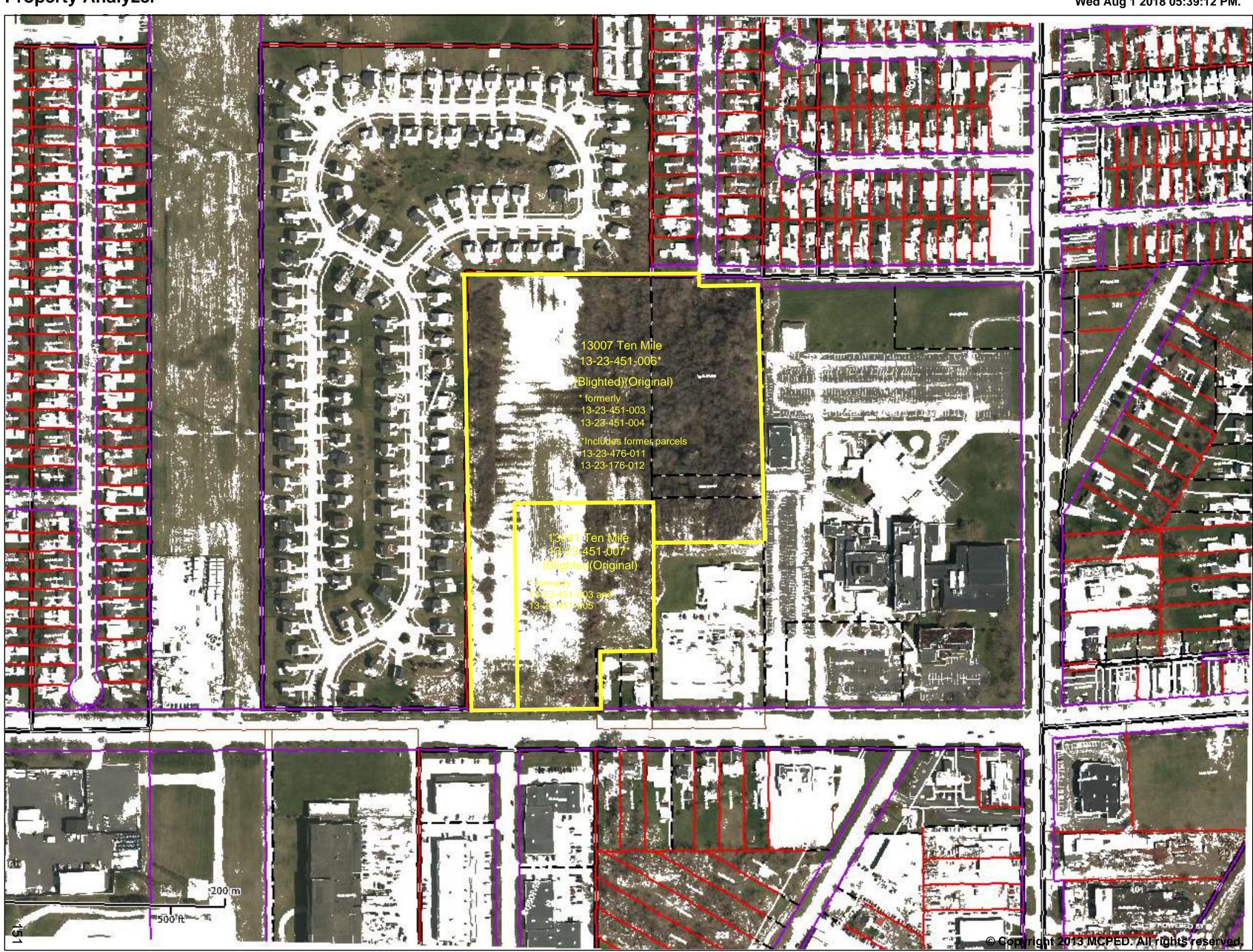
# Appendix B Eligible Property Location Map



# **Macomb County GIS**

Property Analyzer

Wed Aug 1 2018 05:39:12 PM.



# Appendix C Site Plans and Renderings



# Clawson Shores SOURCE: USGS MAPS

**LOCATION MAP** 

SCALE: I" = 2000'±

# SITE DEVELOPMENT PLANS **FOR**

# PROPOSED MULTI-FAMILY RESIDENTIAL PUD

PARCELS: 13-23-541-003, 12-23-476-011 & 13-23-476-012 13041 E 10 MILE ROAD CITY OF WARREN

## **APPLICANT/OWNER**

**CAVALIERE COMPANIES 30078 SCHOENHERR ROAD CITY OF WARREN, MICHIGAN 48088** LCAVALIERE@CAVALIERECOMPANIES.COM

# **ARCHITECT**

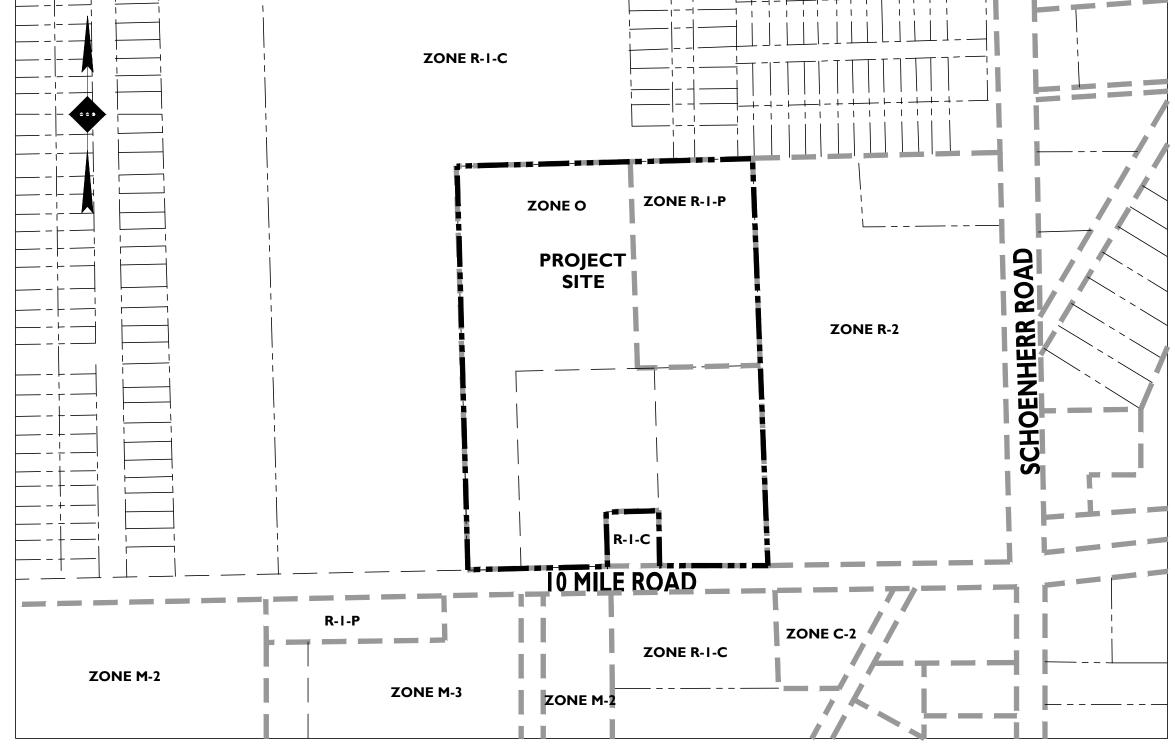
**STUCKY VITALE ARCHITECTS 27172 WOODWARD AVENUE CITY OF ROYAL OAK, MICHIGAN 48067** 



Know what's **below** Call before you dig.

# MACOMB COUNTY, MICHIGAN





SCALE:  $I'' = 300' \pm$ 

SOURCE: MACOMB COUNTY GIS AND CITY OF WARREN ZONING MAP **ZONING MAP** 

#### SOURCE: GOOGLE EARTH PRO **AERIAL MAP**

SCALE:  $I'' = 300' \pm$ **PLAN REFERENCE MATERIALS:** 

- . THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO: ALTA/NSPS LAND TITLE SURVEY PROVIDED BY KEM-TEC & ASSOCIATES DATED 02/03/2021
  - ARCHITECTURAL PLANS PROVIDED BY STUCKY VITALE ARCHITECTS DATED 12/06/2022 WETLAND BOUNDARY FLAG MAP PROVIDED BY KING & MACGREGOR ENVIRONMENTAL, INC. DATED 9/12/2018
  - ZONING MAP OBTAINED FROM MACOMB COUNTY GIS AND CITY OF WARREN ZONING MAP **AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO**
- GEOTECHNICAL REPORT PREPARED BY MCDOWELL & ASSOCIATES, DATED 09/12/2018

ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

### **PROPERTY DESCRIPTION:**

PARCEL I (PARENT PARCEL) PARCEL ID: 13-23-451-003:

LAND SITUATED IN THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS: TOWN I NORTH, RANGE 12 EAST, SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 1308.83 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 60.00 FEET TO POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 378. 72 FEET; THENCE NORTH 01 DEGREE 30 MINUTES 39 SECONDS WEST 1271.65 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST 545.90 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 48 SECONDS EAST 1094.15 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 164.25 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 48 SECONDS EAST 170.00 FEET TO POINT OF BEGINNING.

LAND SITUATED IN THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS: TOWN I NORTH, RANGE 12 EAST, SECTION 23: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23: THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 1308.83 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 60.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 218 72 FEET TO POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 160.00 FEET; THENCE NORTH 01 DEGREE 30 MINUTES 39 SECONDS WEST 1271.65 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST 545.90 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 48 SECONDS EAST

LAND SITUATED IN THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, DESCRIBED AS: TOWN I NORTH, RANGE 12 EAST, SECTION 23: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23: THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 1308.83 FEET: THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 60.00 FEET TO POINT OF BEGINNING: THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 218.72 FEET; THENCE NORTH 01 DEGREE 30 MINUTES 33 SECONDS WEST 621.00 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 50 SECONDS EAST 384.37 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 48 SECONDS EAST 451.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 164.25 FEET; THENCE SOUTH 01 DEGREE 22 MINUTES 48 SECONDS EAST 170.00 FEET TO POINT OF BEGINNING.

# PLANS PREPARED BY:



Rutherford, NJ · New York, NY · Boston, MA Princeton, NJ · Tampa, FL · Detroit, MI www.stonefieldeng.com

607 Shelby Suite 200, Detroit, MI 48226 Phone 248.247.1115

SHEET INDEX	
DRAWING TITLE	SHEET#
COVER SHEET	C-1
OVERALL SITE PLAN	C-2
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CITY OF WARREN DETAILS DSE-I	7 OF 7

## STONEFIELD  engineering & design  Detroit, MI · Rutherford, NJ · New York, NY  Boston, MA · Princeton, NJ · Tampa, FL  www.stonefieldeng.com  607 Shelby Suite 200, Detroit, MI 48226  Phone 248.247.1115  STONE DATE BY  1 01/05/2022 JRC  6 09/01/2022 JRC  6 09/01/2022 JRC  6 09/01/2022 JRC  7 01/05/2022 JRC  6 09/01/2022 JRC  7 01/05/2022 JRC  6 09/01/2022 JRC  7 01/05/2022 JRC  8 10/14/2022 JRC  1 07/07/2020 MLA  Phone 248.247.1115
NOT APPROVED FOR CONSTRUCTION
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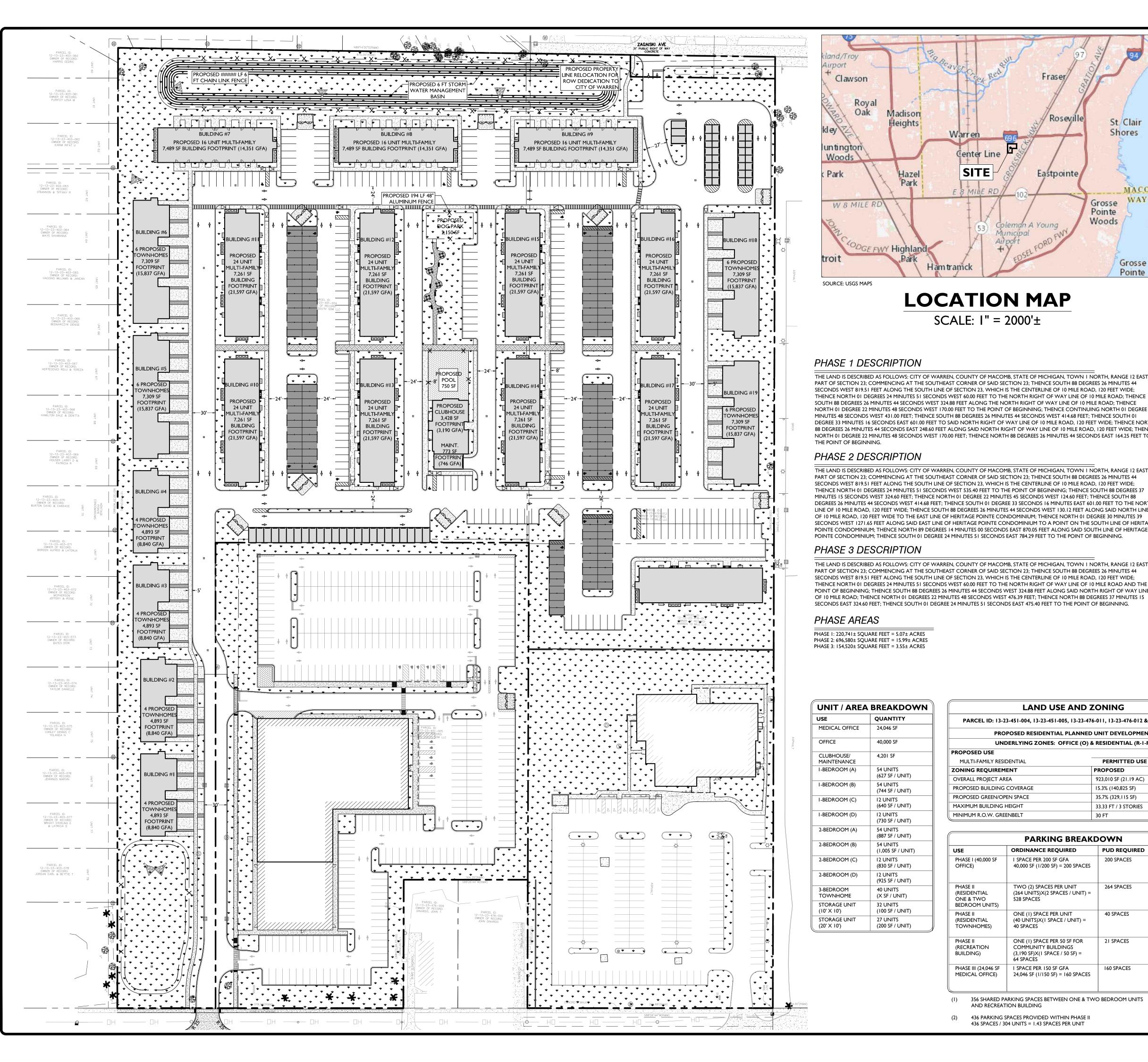
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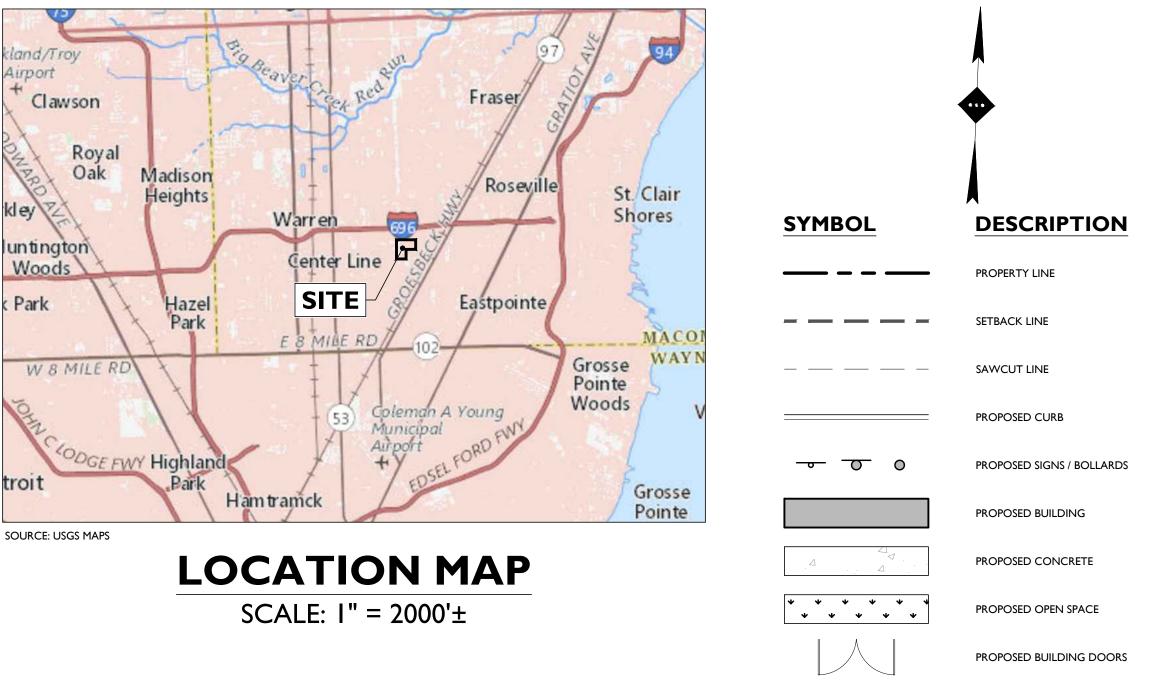
**PROPOSED** 

DRAWING:

STONEFIELD engineering & design SCALE: AS SHOWN PROJECT ID: M-18223.01 **COVER SHEET** 

MICHIGAN LICENSE No.6201069428 LICENSED PROFESSIONAL ENGINEER





THE LAND IS DESCRIBED AS FOLLOWS: CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, TOWN I NORTH, RANGE 12 EAST, PART OF SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 819.51 FEET ALONG THE SOUTH LINE OF SECTION 23, WHICH IS THE CENTERLINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 01 DEGREES 24 MINUTES 51 SECONDS WEST 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 10 MILE ROAD; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 324.88 FEET ALONG THE NORTH RIGHT OF WAY LINE OF 10 MILE ROAD; THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 170.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 22 DEGREE 33 MINUTES 16 SECONDS EAST 601.00 FEET TO SAID NORTH RIGHT OF WAY LINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 88 DEGREES 26 MINUTES 44 SECONDS EAST 248.60 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 01 DEGREE 22 MINUTES 48 SECONDS WEST 170.00 FEET; THENCE NORTH 88 DEGREES 26 MINUTES 44 SECONDS EAST 164.25 FEET TO

PART OF SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 819.51 FEET ALONG THE SOUTH LINE OF SECTION 23, WHICH IS THE CENTERLINE OF 10 MILE ROAD, 120 FEET WIDE; THENCE NORTH 01 DEGREES 24 MINUTES 51 SECONDS WEST 535.40 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88 DEGREES 33 LINE OF 10 MILE ROAD, 120 FEFT WIDE: THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 130.12 FEFT ALONG SAID NORTH LINE OF 10 MILE ROAD, 120 FEET WIDE TO THE EAST LINE OF HERITAGE POINTE CONDOMINIUM; THENCE NORTH 01 DEGREE 30 MINUTES 39 SECONDS WEST 1271.65 FEET ALONG SAID EAST LINE OF HERITAGE POINTE CONDOMINIUM TO A POINT ON THE SOUTH LINE OF HERITAGE POINTE CONDOMINIUM; THENCE NORTH 89 DEGREES 14 MINUTES 00 SECONDS EAST 870.05 FEET ALONG SAID SOUTH LINE OF HERITAGE

THE LAND IS DESCRIBED AS FOLLOWS: CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, TOWN I NORTH, RANGE 12 EAST, PART OF SECTION 23; COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 819.51 FEET ALONG THE SOUTH LINE OF SECTION 23. WHICH IS THE CENTERLINE OF 10 MILE ROAD. 120 FEET WIDE: THENCE NORTH 01 DEGREES 24 MINUTES 51 SECONDS WEST 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 10 MILE ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 44 SECONDS WEST 324.88 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 10 MILE ROAD; THENCE NORTH 01 DEGREES 22 MINUTES 48 SECONDS WEST 476.39 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 15

THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING &

DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT AL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION

ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIA GENERAL LIABILITY INSURANCE.

THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS O

CONSTRUCTION. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.

7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED structure or site feature that is identified to remain on the plan set. A REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.

CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH

RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE

11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES. 12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS

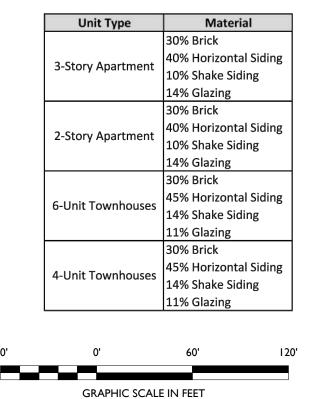
13. ALL LIGHTING ON THE SITE SHALL BE SHIELDED AND NOT ENCROACHED UPON ABUTTING PROPERTIES. THE LIGHT POLES SHALL BE NO HIGHER THAN 20 FT. ALL GLARE SHALL BE ELIMINATED FROM ALL LIGHT FIXTURES. UPWARD DIRECTED LIGHTING SHALL 14. ALL LANDSCAPED AREAS SHALL BE AUTOMATICALLY IRRIGATED

LAND USE	AND ZONING
PARCEL ID: 13-23-451-004, 13-23-451-00	5, 13-23-476-011, 13-23-476-012 & 13-23-476-013
PROPOSED RESIDENTIAL	PLANNED UNIT DEVELOPMENT
UNDERLYING ZONES: OF	FFICE (O) & RESIDENTIAL (R-I-P)
PROPOSED USE	
MULTI-FAMILY RESIDENTIAL	PERMITTED USE
ZONING REQUIREMENT	PROPOSED
OVERALL PROJECT AREA	923,010 SF (21.19 AC)
PROPOSED BUILDING COVERAGE	15.3% (140,825 SF)
PROPOSED GREEN/OPEN SPACE	35.7% (329,115 SF)
MAXIMUM BUILDING HEIGHT	33.33 FT / 3 STORIES
MINIMUM R.O.W. GREENBELT	30 FT

	PARKING BREAKE	OWN	
USE	ORDINANCE REQUIRED	PUD REQUIRED	PROPOSED
PHASE I (40,000 SF OFFICE)	I SPACE PER 200 SF GFA 40,000 SF (I/200 SF) = 200 SPACES	200 SPACES	308 SPACES
PHASE II (RESIDENTIAL ONE & TWO BEDROOM UNITS)	TWO (2) SPACES PER UNIT (264 UNITS)X(2 SPACES / UNIT) = 528 SPACES	264 SPACES	333 SPACES <sup>(1)(2)</sup>
PHASE II (RESIDENTIAL TOWNHOMES)	ONE (I) SPACE PER UNIT (40 UNITS)X(I SPACE / UNIT) = 40 SPACES	40 SPACES	80 SPACES <sup>(2)</sup>
PHASE II (RECREATION BUILDING)	ONE (I) SPACE PER 50 SF FOR COMMUNITY BUILDINGS (3,190 SF)X(I SPACE / 50 SF) = 64 SPACES	21 SPACES	21 SPACES <sup>(1)(2)</sup>
PHASE III (24,046 SF MEDICAL OFFICE)	I SPACE PER 150 SF GFA 24,046 SF (1/150 SF) = 160 SPACES	160 SPACES	165 SPACES

PROPSED DEVELOR BREAKD	
USE	PROPOSED HEIGHT*
CLUBHOUSE/ MAINTENANCE	15'-0"
24-UNIT APARTMENT	33'-4"
16-UNIT APARTMENT	23'-4"
TOWNHOME	24'-0"
STORAGE UNIT	11'-9"

**Exterior Building Material Breakdown** 



I" = 60'

NOT APPROVED FOR CONSTRUCTION

TI-FA 

SED

PROPO

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MICHIGAN LICENSE No.6201069428 LICENSED PROFESSIONAL ENGINEER

STONEFIELD

I" = 60' PROJECT ID: M-18223.01

SITE PLAN

(OVERALL) DRAWING:

# Appendix D Documentation of Eligibility





04/30/19
Warren Brownfield Authority

DEPARTMENT OF PUBLIC SERVICE
ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarten.org

Dear Mr. Bommarito and The Warren Brownfield Authority,

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

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

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

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

Sincerely,

Richard Sabaugh

**Public Service Director** 

City of Warren, MI

#### **TABLES**



# Table 1 Eligible Activity Cost Schedule



Table 1: Eligible Activities Cost Estimates						
Item/Activity	Phase 1 - Original Brownfield Plan Approved Amounts	Phase 1 - Brownfield Plan Reimbursement Request	Remaining Budget	Phase 2 - Total Estimated Eligible Activities	Total Amendment Increase or Decrease	Phase I and 2 Combined Total Eligible Activities
Work Plan Exempt Activities (Pre-Approved Activities)						
Phase I ESA	\$ 2,400	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
Pre-Approved Activities Sub-Total	\$ 2,400	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
Demolition						
Site Demolition Fill, Compaction & Rough Grading to Balance Site where improvements were	\$ 75,000 \$ 120,000	\$ - \$ -	\$ 75,000 \$ 120,000	\$ - \$ -	\$ (75,000) \$ (120,000)	\$ - \$ -
Demolition Sub-Total	\$ 195,000	\$ -	\$ 195,000	\$ -	, , ,	\$ -
Infrastructure Improvements	,		, ,			
Curbs and Gutters	\$ 50,000	\$ -	\$ 50,000	l ¢ _	\$ (50,000)	\$ -
Side Walk Improvements	\$ 17,500	\$ 18,750	\$ (1,250)	\$ 150,000	\$ 151,250	\$ 168,750
Paving of Approach within ROW	\$ -	\$ 11,900	\$ (11,900)	, , , , , , , , , , , , , , , , , , , ,	\$ 11,900	\$ 11,900
Storm Sewers	\$ 56,250	\$ -	\$ 56,250	\$ 28,000	\$ (28,250)	\$ 28,000
Water Mains	\$ 37,500	\$ -	\$ 37,500	\$ 716,430	\$ 678,930	\$ 716,430
Sanitary Sewer Mains	\$ 43,750	\$ 337,380	\$ (293,630)	\$ 350,312	\$ 643,942	\$ 687,692
Infrastructure Improvements Sub-Total	\$ 205,000	\$ 368,030	\$ (163,030)	\$ 1,244,742	\$ 1,407,772	\$ 1,612,772
Site Preparation						
Temporary Construction Access/Roads	\$ 2,500	\$ 13,029	\$ (10,529)	\$ 3,850	\$ 14,379	\$ 16,879
Temporary Traffic Control	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Temporary Erosion Control	\$ 20,000	\$ 1,920	\$ 18,080	\$ 25,000	\$ 6,920	\$ 26,920
Temporary Facility	\$ -	\$ 7,543	\$ (7,543)	\$ 12,000	\$ 19,543	\$ 19,543
Grading (including reasonable mass grading of entire project site)	\$ 300,000	\$ 222,755	\$ 77,245	\$ 246,500	\$ 169,255	\$ 469,255
Staking	\$ -	\$ 8,133	\$ (8,133)	\$ 40,000	\$ 48,133	\$ 48,133
Geotechnical Engineering Including Investigating Existing Subsurface Conditions, Soil Sampling, Assessing Risks Posed by Site Conditions, Designing Earthworks and Structure Foundations	\$ 22,500	\$ 6,508	\$ 15,992	\$ 35,000	\$ 19,008	\$ 41,508
Clearing & Grubbing (including grass, shrubs, trees, other vegetation and their roots) and Related Disposal	\$ 77,500	\$ 39,371	\$ 38,129	\$ 114,870	\$ 76,741	\$ 154,241
Excavation of Unstable Material	\$ 100,000	\$ -	\$ 100,000	\$ 47,400	\$ (52,600)	\$ 47,400
Fill Relating to Other Eligible Activities	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ (100,000)	\$ -
Cut & Fill Operations	\$ 5,000	\$ -	\$ 5,000	\$ 10,450	\$ 5,450	\$ 10,450
Site Preparation Sub-Total	\$ 627,500	\$ 299,259	\$ 328,241	\$ 540,070	\$ 211,829	\$ 839,329
Brownfield Plan and Act 381 Workplan						
Brownfield Plan	\$ 10,000	\$ 10,110	\$ (110)	\$ -	\$ 110	\$ 10,110
Brownfield Plan Implementation	\$ -	\$ 1,625	\$ (1,625)		\$ 1,625	\$ 1,625
Brownfield Plan Amendment (2023)	\$ -	\$ -	\$ -	\$ 16,000	\$ 16,000	\$ 16,000
Brownfield Plan Implementation (2023)	\$ -	\$ -	\$	\$ 6,500	\$ 6,500	\$ 6,500
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 10,000	\$ 11,735	\$ (1,735)	\$ 22,500	\$ 24,235	\$ 34,235
Eligible Activities Sub-Total	\$ 1,039,900	\$ 681,424	\$ 358,476	\$ 1,807,312	\$ 1,448,836	\$ 2,488,736
15% Contingency*	\$ 154,125	\$ -	\$ -	\$ 267,722	\$ 213,690	\$ 367,815
Developer Eligible Reimbursement Total	\$ 1,194,025	\$ 681,424	\$ 358,476	\$ 2,075,034	\$ 1,662,526	\$ 2,856,551
TIF Capture for Local Site Remediation Revolving Fund	\$ -	\$ -		\$ -	\$ -	\$ 263,637
Administrative Fee	\$ -			\$ -	\$ -	\$ 45,000
State Brownfield Fund	\$ -			\$ -	\$ -	\$ 2,321
Total	\$ 1,194,025	\$ 681,424	\$ 358,476	\$ 2,075,034	\$ 1,662,526	\$ 3,167,509

Notes:
The Total Amendment Increase factors in the remaining budget left within Phase 1 Eligible Activity line items. Therefore, the amended request does not total the actual budget but rather, only the anticipated cost increase.

1 Based on costs that came in below initial budget or were maximized with the EGLE grant approved for Phase 1, we've reallocated costs from this line item.

2 15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

# Table 2 Tax Increment Revenue Capture Estimates



## Table 2: Tax Increment Revenue Capture Estimate 13041 10 Mile Road, Warrren, Michigan

BROWNFIELD ONLY	Estimated Taxable Value (TV) Increase Rate:	1.50%	Multiplier	1.015										
Warren														
	Brownfield Plan Year		1	2	3	4	5	6	7	8	9	10	11	TOTAL
	Calendar Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Parent Parcel	Base Taxable Value \$	506,350 \$	506,350 \$	506,350 \$	506,350 \$	506,350 \$	506,350 \$	506,350 \$	506,350 \$	506,350	\$ 506,350 \$	506,350 \$	506,350	
Ad Valorem	Estimated New TV	\$	1,280,000 \$	1,299,200 \$	1,318,688 \$	1,338,468 \$	12,958,545 \$	13,152,924 \$	13,350,217 \$	13,550,471	\$ 13,753,728 \$	13,960,034 \$	14,169,434	
	Incremental Difference (New TV - Base TV)	\$	773,650 \$	792,850 \$	812,338 \$	832,118 \$	12,452,195 \$	12,646,574 \$	12,843,867 \$	13,044,121	\$ 13,247,378 \$	13,453,684 \$	13,663,084	
School Capture	Millage Rate			4		1000 4	74740 4	75.070 4	== oco A	70.005	70.101.4	20.722	24.272. 4	
State Education Tax (SET)	6.0000	\$	4,642 \$	4,757 \$	4,874 \$	4,993 \$	74,713 \$	75,879 \$	77,063 \$			80,722 \$	81,979 \$	567,371
School Operating Tax	18.0000	\$	13,926 \$	14,271 \$	14,622 \$	14,978 \$	224,140 \$	227,638 \$	231,190 \$			242,166 \$	245,936 \$	1,702,113
School Tota		\$	18,568 \$	19,028 \$	19,496 \$	19,971 \$	298,853 \$	303,518 \$	308,253 \$			322,888 \$	327,914 \$	2,269,485
chool Brownfield Capturable Tota	al 24.0000	_\$_	18,568 \$	19,028 \$	19,496 \$	19,971 \$	298,853 \$	303,518 \$	308,253 \$	313,059	317,937 \$	322,888 \$	327,914 \$	2,269,485
Local Capture		_												
Warren Operating	8.5421	\$	6,609 \$	6,773 \$	6,939 \$	7,108 \$	106,368 \$	108,028 \$	109,714 \$	111,424	113,160 \$	114,923 \$	116,711 \$	807,757
City Road Improvements	2.0549	\$	1,590 \$	1,629 \$	1,669 \$	1,710 \$	25,588 \$	25,987 \$	26,393 \$	26,804	27,222 \$	27,646 \$	28,076 \$	194,315
EMS	0.2843	\$	220 \$	225 \$	231 \$	237 \$	3,540 \$	3,595 \$	3,652 \$	3,708	3,766 \$	3,825 \$	3,884 \$	26,884
Library	1.0757	\$	832 \$	853 \$	874 \$	895 \$	13,395 \$	13,604 \$	13,816 \$	14,032	14,250 \$	14,472 \$	14,697 \$	101,720
Sanitation	2.5550	\$	1,977 \$	2,026 \$	2,076 \$	2,126 \$	31,815 \$	32,312 \$	32,816 \$	33,328	33,847 \$	34,374 \$	34,909 \$	241,606
Act 345 Pol/Fire	4.9848	\$	3,856 \$	3,952 \$	4,049 \$	4,148 \$	62,072 \$	63,041 \$	64,024 \$	65,022	66,036 \$	67,064 \$	68,108 \$	471,372
Police Operating	0.9531	\$	737 \$	756 \$	774 \$	793 \$	11,868 \$	12,053 \$	12,241 \$	12,432	12,626 \$	12,823 \$	13,022 \$	90,127
Fire Operating	0.9531	\$	737 \$	756 \$	774 \$	793 \$	11,868 \$	12,053 \$	12,241 \$	12,432	12,626 \$	12,823 \$	13,022 \$	90,127
Pol & Fire Oper	4.7953	\$	3,710 \$	3,802 \$	3,895 \$	3,990 \$	59,712 \$	60,644 \$	61,590 \$	62,550	63,525 \$	64,514 \$	65,519 \$	453,452
Recreation	0.9488	\$	734 \$	752 \$	771 \$	790 \$	11,815 \$	11,999 \$	12,186 \$	12,376	12,569 \$	12,765 \$	12,964 \$	89,720
Macomb County Oper.	4.41500	\$	3,416 \$	3,500 \$	3,586 \$	3,674 \$	54,976 \$	55,835 \$	56,706 \$	57,590	5 58,487 \$	59,398 \$	60,323 \$	417,491
MCC Operating	1.43870	\$	1,113 \$	1,141 \$	1,169 \$	1,197 \$	17,915 \$	18,195 \$	18,478 \$	18,767	19,059 \$	19,356 \$	19,657 \$	136,046
Mac Int Sch District	4.72960	\$	3,659 \$	3,750 \$	3,842 \$	3,936 \$	58,894 \$	59,813 \$	60,746 \$	61,693	62,655 \$	63,631 \$	64,621 \$	447,240
Macomb Veterans	0.06670	\$	52 \$	53 \$	54 \$	56 \$	831 \$	844 \$	857 \$	870	884 \$	897 \$	911 \$	6,307
Huron-Clinton Park	0.21040	\$	163 \$	167 \$	171 \$	175 \$	2,620 \$	2,661 \$	2,702 \$	2,744	2,787 \$	2,831 \$	2,875 \$	19,896
SMART	0.98270	\$	760 \$	779 \$	798 \$	818 \$	12,237 \$	12,428 \$	12,622 \$	12,818	13,018 \$	13,221 \$	13,427 \$	92,926
MTB	0.09900	\$	77 \$	78 \$	80 \$	82 \$	1,233 \$	1,252 \$	1,272 \$	1,291	1,311 \$	1,332 \$	1,353 \$	9,362
Local Tota	al 39.0892	\$	30,241 \$	30,992 \$	31,754 \$	32,527 \$	486,746 \$	494,344 \$	502,057 \$	509,884	5 517,829 \$	525,894 \$	534,079 \$	3,696,347
Local Brownfield Capturable Tota	al 39.0892	\$	30,241 \$	30,992 \$	31,754 \$	32,527 \$	486,746 \$	494,344 \$	502,057 \$	509,884	517,829 \$	525,894 \$	534,079 \$	3,696,347
Non-Capturable Millages		_												
Zoo Authority	0.0967	\$	75 \$	77 \$	79 \$	80 \$	1,204 \$	1,223 \$	1,242 \$	1,261	5 1,281 \$	1,301 \$	1,321 \$	9,144
Art Institute	0.1930	<u> </u>	149 \$	153 \$	157 \$	161 \$	2,403 \$	2,441 \$	2,479 \$			2,597 \$	2,637 \$	18,250
Van Dyke Debt/SF	10.6846	\$	8,266 \$	8,471 \$	8,680 \$	8,891 \$	133,047 \$	135,124 \$	137,232 \$		, ,	143,747 \$	145,985 \$	1,010,356
Total Non-Capturable Taxe		\$	8,490 \$	8,701 \$	8,915 \$	9,132 \$	136,654 \$	138,787 \$	140,952 \$			147,645 \$	149,943 \$	1,037,750
Chate and Landy	74.000	<u> </u>	F7 200 A	F0 724 A	CO 4CT A	C1 C20 *	022.252. 4	020.040 6	054.363 *	000.000	004 447 6	000 437 4	1.011.020	7,002,502
State and Local Tota	I 74.0635	\$	57,299 \$	58,721 \$	60,165 \$	61,630 \$	922,253 \$	936,649 \$	951,262 \$	966,093	981,147 \$	996,427 \$	1,011,936 \$	7,003,582
State and Local Total Capturable	e 63.0892	Ś	48,809 \$	50,020 \$	51,250 \$	52,498 \$	785,599 \$	797,862 \$	810,309 \$	822,943	835,766 \$	848,782 \$	861,993 \$	5,965,832

# Table 3 Tax Increment Reimbursement Estimates



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

	Developer Maximum	Total	School & Local										
	Reimbursement	Proportionality	Taxes	Local-Only Taxes	Total	E	Estimated Capture						
	TOTAL	100.00%	\$ 2,400	\$ 2,854,151	\$ 2,856,551	,	Administrative Fees	\$	55,000				
	State	38.04%	\$ 913	\$ -	\$ 913	9	State Revolving Fun	ıd \$	2,321				
	Local	61.96%	\$ 1,487	\$ 2,854,151	\$ 2,855,638	- I	LBRF	\$	369,635				
	TOTAL	100.00%	\$ 2,400		\$ 2,400	_ ]	Developer Capture	\$	2,856,551				
	EGLE	100.00%	\$ 2,400	\$ -	\$ 2,400	-	Гotal	\$	3,283,507				
	MSF	0.00%	\$ -	\$ -	\$ -			·	, ,				
						<u> </u>	Estimated Total Yea	ers of Plan:	11				
	Brownfield	1	2	3	4	5	6	7	8	9	10	11	
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTAL
Total State Incremental Revenue		\$18,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,568
State Brownfield Revolving Fund (50% of SET)		\$2,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,321
State TIR Available for Reimbursement		\$16,247	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,247
Total Local Incremental Revenue		\$30,241	\$30,992	\$31,754	\$32,527	\$486,746	\$494,344	\$502,057	\$509,884	\$517,829	\$525,894	\$534,079	\$3,696,347
BRA Administrative Fee (\$5,000/year)		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$55,000
Pass Through for LBRF (10%)		\$3,024	\$3,099	\$3,175	\$3,253	\$48,675	\$49,434	\$50,206	\$50,988	\$51,783	\$52,589	\$53,408	\$369,635
Local TIR Available for Reimbursement		\$22,217	\$22,893	\$23,578	\$24,274	\$433,072	\$439,910	\$446,851	\$453,896	\$461,046	\$468,304	\$475,671	\$3,271,713
Total State & Local TIR Available		\$38,464	\$22,893	\$23,578	\$24,274	\$433,072	\$439,910	\$446,851	\$453,896	\$461,046	\$468,304	\$475,671	3,249,495
	Beginning												_
DEVELOPER	Balance												
DEVELOPER Reimbursement Balance	\$2,856,551	\$2,833,421	\$2,810,528	\$2,786,950	\$2,762,676	\$2,329,604	\$1,889,694	\$1,442,843	\$988,947	\$527,901	\$59,596	\$0	
Unreimbursed Interest Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
EGLE Environmental Costs	\$2,400												
State Tax Reimbursement	<b>72,400</b>	\$913	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$913
Local Tax Reimbursement		\$1,487	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,487
Developer Reimbursement Balance		\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Ψ=,
		7.0		Ţ.	7-5	7.5		7.5		7-2	70	-	
Local Only Costs	\$2,854,151												
Local Tax Reimbursement		\$20,730	\$22,893	\$23,578	\$24,274	\$433,072	\$439,910	\$446,851	\$453,896	\$461,046	\$468,304	\$59,596	\$2,854,151
Developer Reimbursement Balance		\$2,833,421	\$2,810,528		\$2,762,676	\$2,329,604	\$1,889,694	\$1,442,843	\$988,947	\$527,901	\$59,596	\$0	
Total Annual Developer Reimbursement		\$23,130	\$22,893	\$23,578	\$24,274	\$433,072	\$439,910	\$446,851	\$453,896	\$461,046	\$468,304	\$59,596	\$2,856,551



CITY ATTORNEY'S OFFICE

One City Square, Suite 400 Warren, MI 48093 (586) 574-4671 Fax (586) 574-4530 www.cityofwarren.org

May 29, 2025

Mr. Tom Bommarito Economic Development Director City of Warren

Re: Proposed Reimbursement and Development Agreement and Assignment and Assumption of Brownfield Plan for Redevelopment of Property at 15150 E. 14 Mile Rd., Warren, Michigan; Parcel No. 13-01-228-024 Capital 14 Hayes, LLC – Assignee: S & G Real Estate, LLC

Dear Mr. Bommarito:

Attached is a proposed Development and Reimbursement Agreement and Assignment and Assumption of a Brownfield Plan for the remediation and redevelopment of property at 15150 E. Fourteen Mile, at Hayes Road.

On October 8, 2024, City Council approved a Brownfield Plan for Capital 14 Hayes, LLC for the redevelopment of vacant and contaminated property as a gasoline filling station, including fast-food and retail sales, fuel service pumps and infrastructural improvements. The developer was seeking a tax increment finance revenue capture up to \$915,325, over 16 to 18 years. The overall investment was estimated at \$4,500.000. The plan included a 10 percent administrative fee and capture of local revolving funds for local eligible brownfield activities. The project is expected to create 14 full-time and six part-time jobs. The plan provides for the capture of local taxes, with no state education or school operating taxes. The Brownfield Authority recommended the Plan on August 21, 2024.

Capital Hayes has sold the property to S&G Real Estate, LLC, which is seeking an assignment of the Brownfield Plan. The attached agreement provides for the assumption of the obligations under the plan, and provides terms for the development and payment of the TIF revenues.

We are making arrangements for Council to approve the assignment. In the meantime, we are seeking the recommendation on the assignment and approval of the form of the agreement, to be executed upon final approval of the assignment.

If acceptable, please submit the proposed agreement to the Authority for its meeting on Tuesday, June 4, 2025. Should you require further information, please let me know.

Respectfully,

Mary Michaels
Acting City Attorney

cc: Tom Tamou, Capital 14 Hayes, LLC Dan Ridi, S & G Real Estate, LLC Ars Atisha, Attorney for Developer Connor Zook, Triterra

#### **DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") dated \_\_\_\_\_\_\_\_, 2025, is entered into between the CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of Public Acts of 1996, as amended ("the Act"), whose address is One City Square, Warren, Michigan 48093 ("the Authority), and Capital 14 Hayes, LLC, a Michigan limited liability company, with a corporate address of 3102 Farmdale Dr., Sterling Heights, Michigan 48314 ("the Owner/Assignor") and S & G Real Estate, LLC, an Ohio limited liability company, with a corporate address of 5131W. Alexis Rd, Sylvania, OH ("Assignee" or "Developer").

#### RECITALS

- A. The Authority was created by the City of Warren (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended, MCL 125.2651 et seq., ("Act 381"), and, pursuant to Act 381, the Authority has adopted a Brownfield Plan which was duly approved by the City Council of the City.
- B. Act 381 permits the Authority to capture and use the property tax revenues generated (other than School Taxes are known as "Local Taxes") from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of Eligible Costs. Act 381 permits the Authority to reimburse the Developer for the cost of Eligible Activities on Eligible Property associated with a Facility, using Tax Increment Finance (TIF) Revenues generated by the redevelopment of the Property.
- C. Capital 14 Hayes, LLC ("Assignor") owned property at 15150 E. Fourteen Mile, Warren Michigan, Parcel No. 13-01-228-024 ("the Property"), which is environmentally contaminated and has been determined to be an eligible as a Brownfield Facility under the Act.
- D. Assignor Developer submitted an Application to the Authority for approval of the Brownfield Plan providing for the use of tax increment revenues to reimburse a portion of the Eligible Activities on the Property.
- E. On October 8, 2024, the Warren City Council approved the Brownfield Plan, which provides for a maximum reimbursement of Local Tax Increment Finance ("TIF) revenues captured for the Eligible Costs, and the Administrative Costs described below, provided no more than \$915,325 to be requested by and paid to from the capture of Local Tax Increment Revenues allowed under the Plan, Act 381, the Work Plan if applicable, and this Agreement ("Eligible Amount").
- F. Assignor sold the Property to S & G Real Estate, LLC ("Developer") on April 9, 2025.

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- G. Developer remediated the contamination on the site to redevelop the Property as a gasoline filling station with fast-food, retail sales, fuel service pumps and infrastructure ("the Project").
- H. Assignor and Developer are seeking an assignment of the Plan to the Developer. By undertaking the Project, the Developer represents that it incurred the Eligible Costs that were approved for reimbursement Tax Increment Revenue generated by the redevelopment of the Property under the Plan.
- G. Developer and Assignor agree that Developer will assume all rights, obligations under the Plan and agrees to the terms of this Agreement.
- G. The Developer's subsidiary S & G Stores, LLC will operate the gas station and convenient retail business on behalf of S & G Real Estate, LLC, and Developer will remain responsible for compliance with all terms of this Agreement and the Plan.
- H. The Authority has incurred and anticipates that it will incur certain eligible administrative expenses associated with the Brownfield Plan (the "Administrative Costs"), and for which it seeks reimbursement from Tax Increment Revenues (as defined below) other than Educational Taxes (the "Local Tax Increment Revenues").
- I. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below, additional tax increment revenues will be deposited into the local site remediation revolving fund ("LSRRF"), subject to this Agreement; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made only for a maximum of 5 years after the time that capture is required to pay the Eligible Costs and Work Plan related Eligible Costs.
- J. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use a portion of the ad valorem property tax revenues that are generated from an increase in the taxable value of the property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, and to fund a LSRRF pursuant to Act 381, according to the Plan.
- K. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

#### TERMS AND CONDITIONS

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

- 1. Capture of Taxes. During the term of this Agreement, the Authority shall capture from ad valorem and special act Tax Increment Revenues as defined and permitted under Act 381 from the Property and use those Tax Increment Revenues as provided in this Agreement.
- Plan. Developer agrees this Agreement is subject to completion of the activities 2. and development described in: (a) the Brownfield Plan, as approved by the City of Warren City Council on October 8, 2024, a copy of the base Brownfield Plan, exclusive of the exhibits, is attached as Exhibit B, which along with the exhibits which Developer attached to the Plan and are on file with the Brownfield Authority, are incorporated by reference and made a part of this Agreement; and (b) the Site Plan approved by the City of Warren Planning Commission on , along with any subsequently adopted amendments. To the extent that provisions of the Brownfield Plan or Site Plan directly conflicts with this Agreement, the terms and conditions of this Agreement will control. To the extent provisions of the Brownfield Plan, Authority Resolution adopting the Brownfield Plan, City Council Resolution as well as the Site Plan, or this Agreement conflict with Act 381, as amended, Act 381, will control, provided, however, the Act will not be used by Developer to expand or increase the Eligible Costs or Eligible Amount or the duration of the Brownfield Plan, or to the change the TIR sharing ratio percentage of the TIR payment to be issued to Developer, unless a Brownfield Plan amendment is approved by the Authority and City Council.

The Project shall result in 10-12 new full-time jobs, which shall be maintained for the duration of the Plan.

- 1. Assignor agrees to the assignment of all rights, obligations and terms of the Plan to Developer and Developer agrees to accept and assume all rights, obligations and warranties in the Plan.
- 2. Assignor and Assignee, jointly and severally, and for their members, officers, employees, successors, parent, subsidiary or affiliated entities, or assigns, agree to indemnify, hold harmless and defend the Authority and City of Warren for or from any claims, demands, liabilities, receivables, outstanding payments that may have accrued or been owing under the Agreement or Plan prior to this Agreement.
- 3. Assignee/Developer, for itself, its officers, members, subsidiaries, including S & G Stores, LLC, parent entities, successors or assigns, assumes and agrees to the bound by, and perform, all of Assignor's obligations, terms, warranties and conditions of, under and to the Agreement, as though Assignee itself had entered into said Agreement. Notwithstanding this assignment, Assignor will remain obligated to the City for obligations not performed by Assignee.
- 4. The Authority consents to and accepts the Assignment of the Agreement to Assignee, subject to the terms of this Assignment, provided, however, by consenting to the Assignment, the Authority is not waiving any outstanding obligation or uncured default of any term of the Agreement which accrued prior to this Assignment, whether known or unknown, and reserves all rights to pursue

compliance with, performance or remedial action for any default, under the Agreement from either Assignor or Assignee.

Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, in written hard copy form commencing, containing:

- (1) a written statement detailing the costs incurred that are asserted to be Eligible Costs;
  - (2) a written explanation as to why they are Eligible Costs;
- (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (5) any other information which may be reasonably required by EGLE, MEDC or the Authority or their respective auditors.

It is agreed the Eligible Costs and Work Plan costs and Contingencies submitted to, and to be reimbursed by, the Authority to Developer or their designee will not exceed the total amount of \$915,325.00, as provided in the Table attached as Exhibit C to this Agreement. No interest shall be paid by the Authority or included with any reimbursement payment. The payments shall be annually up the earlier of 17 years or payment of \$915,325.00.

All Eligible Costs, Work Plan Costs and Contingencies must be submitted to the Authority's Director by August 30, 2025, unless extensions are allowed by the Authority's Director for good cause.

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

#### 5. Payments.

(a) Subject to compliance with this Agreement, Tax Increment Revenues allowed under this Agreement and received by the Authority shall be paid

annually by check payable to S& G Real Estate, LLC, and mailed by certified or first class mail to: Dan Ridi, 5131 W. Alexis, Sylvania, OH 43560. Any change in recipient or address must be submitted in writing to the Authority's Director. Payments will commence following the first full tax payment of summer and winer taxes following completion of the Project, and upon satisfaction of any outstanding payments owed to the City, including special assessment installments, personal property taxes or water charges.

- (b) A written notice of Project completion will be provided to the Authority prior to or in conjunction with the initial submission of costs and request for payment. Checks may be hand-delivered to Developer upon signed receipt of Developer and evidence of identification.
- (c) The Authority will issue payments no later than the April 30 following full payment of summer and winter taxes levied the previous year, unless reasonable extensions are made necessary by the Authority's inability or refusal to approve such payment, in which case notice of such inability will be provided to Developer by the City and/or the Authority or its staff. If in the case of the Authority's inability or refusal to approve such payment, all TIR collected from the project shall be set aside by the BRA pending resolution escrowed by the City's Controller for Developer's benefit until said inability or refusal to approve such payment is rectified.
- (d) For each year of TIR collection under this Agreement, prior to payment of the TIR Payments hereunder, the Authority shall be entitled to retain an amount equal to Ten Percent (10%) of the annual Tax Increment Revenues for Administrative Costs of the City of Warren Brownfield Redevelopment Authority to reimburse it for its costs.
- (e) The Authority shall have no obligation to reimburse the Developer for Eligible Costs or any other costs from Tax Increment Revenues captured and received by the Authority after the earlier of: (i) payment to Developer of the Eligible Amount in full; or (ii) 17 years following beginning of capture of Tax Increment Revenues as provided in the Brownfield Plan, unless extended for good cause provided in not event will the reimbursements be paid beyond 30 years. It is understood that no interest shall be included in any Tax Increment Revenues reimbursed to Developer or otherwise owed to Developer by the Authority or the City, notwithstanding anything allowed by law or stated in the Plan.
- (f) Unless it disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after approval of the Authority Board as provided in paragraph 4, pay to the Developer amounts for which submissions have been made pursuant to paragraph of this Agreement by the date and to the party identified according to Section 5 hereof, provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid, according to the Brownfield Plan, up to the Eligible Amount for a time period of TIR collection. It is understood that no payment will be made if the Developer has received written notice of a material default in a term of this Agreement and such default has not been cured. It is further understood that the Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that either Developer is delinquent in the payment of real

or personal property taxes imposed on the Property. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a submission of costs and request for reimbursement is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Brownfield Redevelopment Authority and are not otherwise allowed to be used for purposes permitted by Section 5d, above, until such arrearage is paid. If the failure to collect and pay TIR to Developer is not the result of a default by Developer, the 30 year TIR collection limitation shall automatically extended such additional periods of time to make Developer whole from any such insufficiency, to the extent allowed by local or state law, or the Plan.

- (g) If there are insufficient funds from the Tax Increment Revenues captured under subparagraph (a) at any given time to pay all the Eligible Costs, the Authority or City of Warren or any other taxing jurisdiction is not required to reimburse Developer from any other source. The Authority, will, however, make additional payments toward the Developer's remaining unreimbursed Eligible Costs in accordance with the Agreement as Tax Increment Revenues become available hereunder.
- 6. Termination. This Agreement may be terminated if Developer fails to fulfill a material obligation under this Agreement or the applicable law, after being provided written notice of said failure is provided to Developer or Owner/Tenant from the Director of Community, Economic and Downtown Development ("Director"). Developer shall be a given a reasonable period of time, but no less than thirty (30) days, to investigate the alleged failure and either refute the alleged failure or provide a plan to mitigate any such failure and cure the default. If the default is of such a nature that it cannot be cured within 30 days, Developer will, within the 30 days of the notice of default, provide notice to the Director of the measure that will be taken to cure the default, and will diligently proceed to cure the default within at least 30 days thereafter, unless extended for good cause. If the Developer fails to mitigate the default in accordance with the mutually agreed upon plan and within the mutually agreed time frame, the Director may commence proceedings to terminate the Brownfield Plan. Prior to such action, however, the Developer shall be given an opportunity to meet with the Director, Authority and/or City Council to discuss resolving the default before formal actions are commenced to revoke the Brownfield Plan.

Upon termination, the Brownfield Plan will be abolished, and no further payments will be reimbursed to the Developer. The parties reserve all of their rights by law. Revocation process may be invoked for material obligations, under this Section, are defined to include: (a) a recurring pattern of at least twice, failing to pay taxes or water charges; (b) failure to complete the Project in substantially the same form as approved by the Brownfield Redevelopment Authority and City Council; (c) failure to comply with Section 9 of this Agreement; or (d) failure to cure at least three non-material violations, after being provided written notice to Developer and provided an opportunity to cure as outlined above; or (e) vacating the Property without valid assignment of this Agreement; (f) failure to complete or abandoning construction of the Project for a period of more than four months.

#### 7. Adjustments.

- (a) If, prior to the termination of this Agreement, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties assessed by the Michigan Tax Tribunal, from any future amounts due and owing the Developer. However, in any case other than an appeal of any tax assessment or reassessment of any portion of the Property, the term for repayment may be extended to accommodate any necessary extension to repay any outstanding balance owed to Developer under this Agreement so long as the term does not exceed the thirty (30) year TIR collection duration, without approval of a Brownfield Plan Amendment, which shall not be unreasonably conditioned or denied by the City and BRA. In any such case, the Authority shall reimburse Developer any such loss of <u>Tax Increment Revenues</u> previously <u>paid to Developer</u> through the capture of tax increment revenue from the remaining taxing jurisdictions and any repayment period shall be extended until Developer has been reimbursed in full up to the Eligible Amount.
- (b) If all amounts due under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, this Agreement will terminate, subject to any other rights or obligations in this Agreement.
- 8. Development and Compliance. The Developer shall perform all activities and develop the Project and Property in substantial accordance with the approved Brownfield Plan and the Project shall remain in operation upon the Property for the duration of the Brownfield Plan for the Project described above under Recitals. Developer will maintain 10 to 12 employees at the Property for the duration of the Plan. If Tenant vacates the Property prior to full repayment under the Brownfield Plan, or fails to complete the Project, no further payments will be made.
- Compliance with Laws; Restrictions. Developer will ensure that all activities, 9. development, occupancy and use of and upon the Property shall comply with all applicable laws, regulations and codes, and local ordinances and Site Plan conditions. Developer agrees that the Property shall not be used for the selling or exhibiting of pornographic materials (however, nothing shall prohibit the sales of mainstream books or materials sold at a mainstream bookseller such as Barnes and Noble), any bingo parlor, or gaming gambling, betting or game of chance business, pool or billiard hall, tattoo parlor, so called "head shop," massage parlor (except reputable chain day spa typical of first class shopping centers in the metropolitan Detroit area shall be permitted), adult book store, adult entertainment facility or adult video store, or an establishment featuring a male or female adult revue or sexually-oriented business identified in the City of Warren Zoning Ordinances, section 14.01 (s) and section 6-77 of the Warren Code or Ordinances, or for the use, growth, cultivation, distribution or manufacturing, or processing of marihuana. shall be maintained in accordance with local ordinances and state laws. Developer agrees the Project construction shall progress without interruption, absent force majeure causes, and the site will be maintained and kept free of debris, dirt piles and equipment, when construction is not in progress.

- 10. **Reporting.** The Developer shall submit a written report in a form provided by the Authority to the Authority following the Project's completion indicating as of that date the number of new jobs located at the Project, if any, and the total Eligible Costs incurred.
- themselves, their officers, directors, shareholders, members, affiliates and subsidiaries, hold harmless and indemnify the City of Warren (the City), City of Warren Brownfield Redevelopment Authority (the Authority), and their officers, employees, members, committees and commissions, for and from any liability, demands, cause of action, claim or suit, for any injury or damage or violation of law or regulation, relating to or arising out of any environmental condition or contamination on or from the Property, or for any liability that may be imputed to the City due to its approval of the Brownfield Plan, except to the extent any of the foregoing that may be due to contamination directly caused, in whole or in part, by the City or the Authority, and relating to or arising out of any claim, damage or injury resulting out of or relating to the disbursement of TIR payments to Developer S & G Real Estate, LLC according to the procedure provided in this Agreement. The indemnification obligations shall survive final reimbursement or abolishment of the Plan.
- 12. Interpretation. This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Notwithstanding the foregoing, this Agreement incorporates the Brownfield Plan, Resolution adopting the Brownfield Plan, City Council Resolution and all related official minutes, as well any exhibits and attachments to them as well as any amendments to them, and allocations and re-allocations of eligible activities categories under the Act 381 Work Plan(s), and the Site Plan as outlined above in Section 2 of the Terms and Conditions.
- Assignment; Binding Effect. This Agreement and the rights and obligations under this Agreement may be assigned between the Developer and any wholly owned related entity upon written notice to Authority, but shall not be assigned or otherwise transferred to any other party without the consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding upon any successors or permitted assigns of the parties. Notwithstanding any assignment of the Agreement, Developer will remain obligated for the performance of the obligations attributed to such party, provided that such assignee shall be primarily obligated for the performance of the same. Developer may assign its rights and obligations, upon advance written notice to the Authority without the Consent of the City or the Authority provided that such assignment is made: (a) as a pledge to secure financing; or (b) to an entity owned or controlled by at least 50 percent of Developer's members or shareholders. In the event of an assignment to an unrelated third party purchaser, the assigning party shall provide prompt notice of such assignment to the Authority at the address provided in Section 15, and the assignee and assignor will execute a written agreement for the assignment and assumption of all rights and obligations under this Agreement in such form that meets with the satisfaction of the Authority, which shall not be unreasonably conditioned, delayed or withheld.

- 14. Term. This Agreement shall terminate the earlier of: (a) the date when the Eligible Amount as required under this Agreement is fully reimbursed, or (b) the period provided in the Brownfield Plan, as amended, subject to the payment of deposits into the LSRRF as provided in Paragraph M hereof.
- 15. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been given, whether actually received or not, if either delivered personally or mailed by email, fax, certified or registered mail, or overnight service to the parties as set forth below, except that notices of default or termination or of any legal appeal to a state court or agency must be given to the recipients and addresses below by certified or registered mail. Notices of an administrative nature such as cost or cost information exchange, and reports, may be communication by e-mail at the respective addresses below. Either party may change its address for notices, bills or statements by giving notice of such change as hereinabove set forth.

If to the Authority:
Mr. Tom Bommarito
Director of Department of Community
Economic & Downtown Development
City of Warren, Michigan
One City Square
Warren, Michigan 48093
tbommarito@cityofwarren.org

With a copy to:

Warren City Attorney One City Square, Suite 400 Warren, Michigan 48093

If to Assignor:
Mr. Tamras Tamou
Capital 14 Hayes, LLC
3102 Farmdale Dr.
Sterling Heights, Michigan 48314
Email: tamouselectric@sbcglobal.net

Developer/Assignee: Dan Ridi 5131 W. Alexis Sylvania, OH 43560 Dan@sngstores.com

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement, shall be deemed to have the

same legal effect as original signatures on this Agreement. Delivery of a signed counterpart delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq., the scanned or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

- 17. Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 18. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party(ies). If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, and shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the reasonable satisfaction of the other party.
- Miscellaneous. This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. Subject to Section 2 and 12, above, this Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Brownfield Plan and Project.
- 22. The provisions of the Recitals, together with all documents or exhibits referenced therein, are intended to be specific, and are an integral to, and embodied within the Agreement.

[Signature page to follow]

This Agreement has been executed as of the date first written above.

OWNER / ASSIGNOR:
Capital 14 Hayes, LLC
By:Tom Tamou
Its:
DEVELOPER / ASSIGNEE:
S & G Real State, LLC
By:
Its:
AUTHORITY:
THE CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY
By:
By:

# EXHIBIT A PROPERTY DESCRIPTION

#### **EXHIBIT "A"**

Land situated in the City of Warren, County of Macomb, State of Michigan, more particularly described as:

#### PARCEL I:

Part of the Northeast 1/4 of Section 1, Town 1 North, Range 12 East, City of Warren, County of Macomb, Michigan, more particularly described as: beginning at a point in the South line of 14 Mile Road (120 feet wide), a distance of 200 feet North 87°38'30" West along the North line of said Section 1 and a distance of 60.00 feet South 02°51'30" West of the Northeast comer of Section 1; thence continuing South 02°51'30" West 160.00 feet; thence South 87°38'30" East 140.00 feet to a point in the West line of Hayes Road (120 feet wide); thence South 02°51'30" West 20.00 feet along said West line; thence North 87°38'30" West 140.00 feet; thence South 02°51'30" West 25.00 feet; thence North 87°38'30" West 113.21 feet; thence North 02°21'30" East 205.00 feet to a point in the South line of said 14 Mile Road; thence South 87°38'30" East 115 feet to the point of beginning.

#### PARCEL 2:

Part of the Northeast 1/4 of Section 1, Town 1 North, Range 12 East, City of Warren, County of Macomb, Michigan, more particularly described as: Beginning at a point in the West line of Hayes Road (120.00 feet wide) being a distance of 240.00 feet South 02°51'30" West and 60.00 feet North 87°38'30" West of the Northeast corner of Section 1; thence South 02°51'30" West 30.50 feet along said West line of Hayes Road; thence North 78°42'08" West 35.38 feet; thence North 87°38'30" West 105.01 feet; thence North 02°51'30" East 25.00 feet; thence South 87°38'30" East 140.00 feet to the point of beginning.

PARCELS 1 and 2: Subject to the rights of Driveway Easements as referenced in survey recorded in Liber 2629 Page 695, Macomb County Records

Tax Parcel No:

12-13-01-228-021 as to Parcel 1; 12-13-01-228-022 as to Parcel 2

Commonly known as:

15050 14 Mile Road, Warren, MI 48093 as to Parcel 1 15050 14 Mile Road, Warren, MI 48093 as to Parcel 2

#### **EXHIBIT B**

#### **BROWNFIELD PLAN**

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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

# CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

# **BROWNFIELD PLAN**

# 15150 E. 14 Mile Road Redevelopment 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

 $\underline{dave.vanhaaren@triterra.us} \mid \underline{connor.zook@triterra.us}$ 

Phone: 517-702-0470

	September 26, 202
Approved by the City of Warren Brownfield Redevelopment Autho	ority on
Adoption by the City of Warren City Cou	uncil on

#### PROJECT SUMMARY

**Project Name:** 

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:** 

15150 E. 14 Mile Road, City of Warren, Michigan 48088

Parcel Information:

12-13-01-228-024

Type of Eligible Property:

"Facility"

**Project Description:** 

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.

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

**Total Capital Investment:** 

Total capital investment is estimated at \$3,500,000 of which \$915,325 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 17

years.

# **Total Captured Tax Increment Revenue:**

# \$1,130,031

Distribution of New Taxes Paid	<u> </u>
Developer Reimbursement	\$915,325
Sub-Total Reimbursement	\$915,325
State Brownfield Revolving Fund	\$0
BRA Plan Administrative Fees	\$113,003
Local Brownfield Revolving Fund (LBRF)	\$101,703
Sub-Total LBRF Deposits, Administrative Fees, New Taxes	\$214,706
Grand Total	\$1,130,031

#### 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 one parcel of land, located at 15150 E. 14 Mile Road, parcel 12-13-01-228-024, City of Warren, Michigan (the "Property"). The location of the Property is depicted on Figure 1.

The Property consists of one parcel 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						
15150 E, 14 Mile Road	12-13-01-228-024	"Facility"						

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 il 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); and (c) 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.

## 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, infrastructure improvements, contingency, and preparation and implementation of a Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Pian 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 \$915,325. The eligible activities are summarized in the table on the following page.

Summary of Eligible Activities	
EGLE Eligible Activitles	
Department Specific Activities	\$553,000
EGLE Eligible Activities Sub-Total	\$553,000
MSF Eligible Activities	
Demolition	\$67,500
Site Preparation	\$76,000
Infrastructure Improvements	\$84,000
MSF Eligible Activities Sub-Total	\$227,500
Contingency (15%)	\$117,075
Brownfield Plan Preparation	\$12,000
Brownfield Plan Implementation	\$5,000
Brownfield Plan Application Fee	\$750
Total Eligible Cost for Reimbursement	\$ <b>915,32</b> 5

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.

Brownfield Plan 15150 E. 14 Mile Road, Warren September 26, 2024

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 18 years total, with 17 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		\$243,283	\$243,283						
ACT 345 POL/FIRE		\$145,649	<u>\$145,649</u>						
POL & FIRE OPER		\$136,571	\$136,571						
MAC INT SCH DIST		\$135,282	\$135,282						
MACOMB COUNTY OPER		\$126,225	\$126,225						
SANITATION		\$81,082	\$81,082						
CITY ROAD IMPROV		\$58,522	\$58 <u>,5</u> 22						
MCC OPERATING		\$41,131	\$41,131						
LIBRARY		\$37,070	\$37, <u>07</u> 0						
SMART		\$27,758	\$27,758						
POLICE OPERATING		\$27,141	\$27, <u>1</u> 41						
FIRE OPERATING		\$27,141	\$27,141						
RECREATION		\$27,018	\$27,018						
EMS		\$8,094	\$8,094						
HURON-CLINT PARK		\$6,048	\$6,048						

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		\$2,016	\$2,016							
SCHOOL OPERATING	\$514,599		\$514,599							
STATE EDUCATION TAX	\$175,312		\$175,312							
WAR CON DEBT	\$139,665		\$139,665							
ART INSTITUTE	\$5,715		\$5,715							
ZOO AUTHORITY	\$2,761		\$ <u>2,761</u>							
MISD DEBT	\$2,337		\$2,337							
Total	\$840,389 (42.65%)	\$1,130,031 (57.35%)	\$1,970,420							

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
15150 E. 14 Mile Road	12-13-01-228-024

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); and (c) 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.

Brownfield Plan 15150 E. 14 Mile Road, Warren September 26, 2024

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



# TRIOTERRA

# FIGURE 1 SUBJECT PROPERTY LOCATION

15050-15150 E. 14 MILE ROAD WARREN, MICHIGAN 48088

MACOMB COUNTY T1N, R12E, SECTION 1

PROJECT NUMBER 24-3667





TRIOTERRA

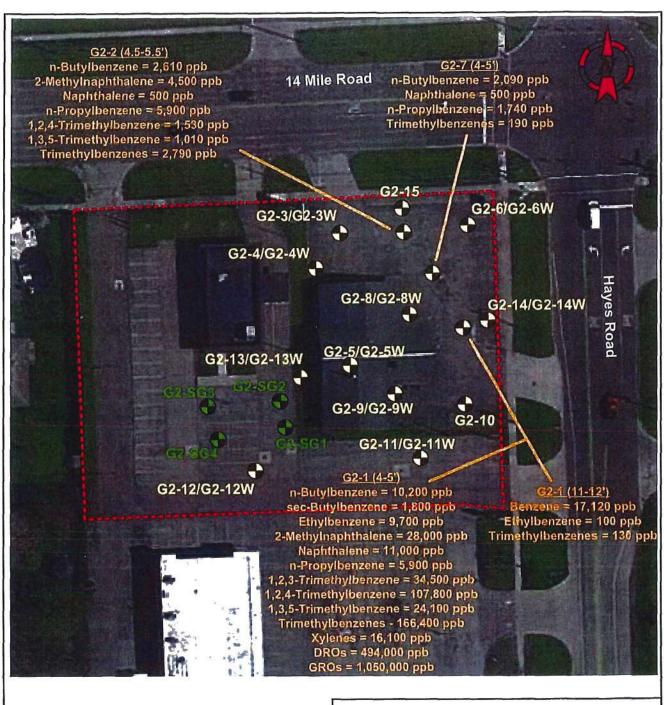
FIGURE 2

ELIGIBLE PROPERTY BOUDARY MAP

PROJECT NUMBER 24-3667

15050-15150 E. 14 MILE ROAD WARREN, MICHIGAN 48088

CREATED BY: CJZ 08/20/2024



#### Legend



Approximate Subject Property Boundary



Soil boring location



Soil gas point location

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

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



Project No.: 223873 Drawn By: PTB

Date: 3/21/23 Scale: 1"=60'

Figure 3



#### Legend



Approximate Subject Property Boundary



Soil boring location



Soil gas point location

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

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



Project No.: 223873

Drawn By: PTB

Date: 4/21/23

Scale: 1"=60'

Figure 4

# **EXHIBIT C**

## **TABLE**

## **TABLES**

**Table 1: Brownfield Eligible Activities** 

**Table 2: Tax Increment Revenue Capture Estimates** 

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1 **Brownfield Eligible Activities** 15050-15150 E. 14 Mile Road Warren, MI

							12	REIME	URSEMENT ALL	OCAT	ON
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE		UNIT RATE		TIMATED TAL COST	EGLE ACTIVIT		MSF ACTIVITIES		OCAL-ONLY
EGLE ELIGIBLE ACTIVITIES								-			
Department Specific Activities										T	
ECMP/Contaminated Soil and Groundwater Management and Oversight	1	LS	\$	7,500	\$	7,500		75-		\$	7,50
Site Specific Health and Safety Plan (HASP)	1	LS	\$	2,500	\$	2,500				5	2,50
Soil and Groundwater Waste Characterization for Disposal	1	LS	\$	5,500	\$	5,500				5	5,50
Soil Management - Transportation and Disposal (Non-Hazardous)	1	LS	\$	200,000	\$	200,000	100000000000000000000000000000000000000	54-09110		\$	200,00
Dewatering	1	LS	\$	125,000	\$	125,000		-		\$	125,00
Soil Remediation Verification Sampling/Reporting	1	LS	\$	4,500	\$	4,500				S	4,50
Gas Vapor Mitigation - Barrier and Passive Venting	1	LS	\$	28,000	\$	28,000	0.7			Š	28,00
Engineering Controls - Impervious Utility Systems/Lines (Waterlines and Gaskets)	1	LS	\$	175,000	\$	175,000				\$	175,00
Documentation of Due Care Compliance (DDCC)	1	LS	\$	5,000	S	5,000	_	_		\$	5,00
	EGLE E	LIGIBLE ACT	IVITIES	SUB-TOTAL	\$	553,000	\$	-	\$	- S	553,00
MSF ELIGIBLE ACTIVITIES									4		
Demolition								_		$\top$	
Demolition - Building & Site	1	LS	\$	67,500	\$	67,500				Ś	67,50
		Subtotal De	molitic	n Activities	\$	67,500	\$		\$	- \$	67,50
Site Preparation										Ť	
Soil Management - Excavation of Impacted/Urban Soils for Removal	1	LS	\$	25,000	\$	25,000			Ś	- \$	25,00
Fill - Backfill and Compaction	1	LS	\$			35,000			Ś	- 5	35,00
Temporary SESC - Mud Mat, Silt Fencing, Sed. Bags	1	LS	Ś	6,000	S	6,000			Ś	- 1010	6,00
Temporary Fencing / Site Control	1	LS	\$			10,000			S	- \$	10,00
	1		- 5	76,00							
Infrastructure Improvements										Ť	
Construction of a Public Roadway (Bypass Lane with a Shoulder)	1		\$	80,000	\$	80,000			\$	- \$	80,00
Infrastructure Improvements - Soft Costs	1	LS	\$	4,000	\$	4,000			\$	- \$	4,00
						84,000			\$	- \$	84,00
	MSF E	LIGIBLE ACT	IVITIES	SUB-TOTAL	\$	227,500	\$	-	\$	- \$	227,50
	MSF AND EGLE E	LIGIBLE ACT	IVITIES	SUB-TOTAL	\$	780,500	\$		\$	- \$	780,50
Contingency (15%)					\$	117,075	\$	-	\$	- \$	117,07
Brownfield Plan Preparation	1	LS	\$	12,000	\$	12,000			2000	\$	12,00
Brownfield Plan Implementation	1	LS	\$	5,000	\$	5,000			7	\$	5,00
Brownfield Plan Application Fee	1	LS	\$	750	\$	750				\$	75
	TOTAL ELIGIB	LE COST FOR	REIMI	BURSEMENT	\$	915,325	\$	-	\$	- \$	915,32
BRA Administrative Fees					\$	113,003					
Local Brownfield Revolving Fund (LBRF)					\$	101,703					
			GF	AND TOTAL	\$	1,130,031					
					-			0.00%	0.00		100.009

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.

Costs for Phase I ESAs, Phase II ESAs, Asbestos Surveys, Brownfield Plan are excluded from contingency calculation.

Table 2
Tax Increment Revenue Capture Estimates
15050-15150 E. 14 Mile Road
Warren, MI

	Ca	Calendar Year			2025	2026	2027	2028	2029	2030	2031	2032	203
		Plan Year			2	3	4	5	6	7	8	9	1
	C	apture Year			1	2	3	4	5	6	7	8	
Base Taxable Value (TV)				\$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754
Estimated New TV				5	2,000,000 \$	2,020,000 \$	2,040,200 \$	2,060,602 \$	2,081,208 \$	2,102,020 \$	2,123,040 \$	2,244,271 \$	2,165,713
Total Incremental Difference				\$	1,626,246 \$	1,646,246 \$	1,666,446 \$	1,686,848 \$	1,707,454 \$	1,728,266 \$	1,749,286 \$	1,770,517 \$	1,791,959
School Capture	Mil	lage Rate											
School Op. 19-19		17,6120		. 5	28,641 4	23,994 5	29,349 5	29,709 S	10,072 S	30,435 \$	39,868 \$	21,182 \$	31,560
Mate Cdocar en Tax (SET)		t::0000		s	9,757 \$	9,877 \$	4,999 5	10.127 5	10,745 \$	10,370 \$	10,496 5	10,633 5	10,752
	School Total:	23.5126	17,525	5	38,399 \$	38,371 \$	39,348 \$	39,830 \$	40,316 5	40,808 5	41,304 5	41,805 \$	42,312
Local Capture	N	Millage Rate											
WARREN OPERATING		8.3263		\$	13,541 \$	13,707 \$	13,875 \$	14,045 \$	14,217 \$	14,390 \$	14,565 \$	14,742 \$	14,920
ACT 345 POL/FIRE		4.9848		5	8,107 \$	8,206 \$	8,307 \$	8,409 \$	8,511 \$	8,615 S	B,720 \$	8,826 \$	8,933
POL & FIRE OPER		4,6741		5	7,601 \$	7,695 \$	7,789 \$	7,884 \$	7,981 \$	8,078 \$	8,176 \$	8,276 \$	8,376
MAC INT SCH DIST		4,6300		\$	7,530 \$	7,622 \$	7,716 \$	7,810 \$	7,905 \$	8,002 \$	8,099 \$	8,197 \$	8,297
MACOMB COUNTY OPER		4.3200		5	7,025 \$	7,112 \$	7,199 \$	7,287 \$	7,376 S	7,466 S	7,557 \$	7,649 S	7,741
SANITATION		2.7750	S014	\$	4,513 \$	4,568 \$	4,524 \$	4,681 \$	4,738 \$	4,796 \$	4,854 \$	4,913 \$	4,973
CITY ROAD IMPROV		2.0029		\$	3,257 \$	3,297 \$	3,338 \$	3,379 \$	3,420 \$	3,462 \$	3,504 \$	3,546 \$	3,589
MCC OPERATING		1.4077		s	2,289 \$	2,317 \$	2,346 \$	2,375 \$	2,404 \$	2,433 \$	2,462 \$	2,492 \$	2,523
LIBRARY		1.2687		\$	2,063 \$	2,089 \$	2,114 \$	2,140 \$	2,166 \$	2,193 \$	2,219 \$	2,246 \$	2,273
SMART		0.9500		\$	1,545 \$	1,564 \$	1,583 \$	1,603 \$	1,622 \$	1,642 \$	1,662 \$	1,682 \$	1,702
POLICE OPERATING		0.9289		5	1,511 \$	1,529 \$	1,548 \$	1,567 \$	1,586 \$	1,605 \$	1,625 \$	1,645 \$	1,665
FIRE OPERATING		0,9289	25-12-27	\$	1,511 \$	1,529 \$	1,548 \$	1,567 \$	1,586 \$	1,605 \$	1,625 \$	1,645 \$	1,665
RECREATION		0.9247		\$	1,504 S	1,522 \$	1,541 \$	1,550 \$	1,579 \$	1,598 \$	1,618 \$	1,637 \$	1,657
EMS		0.2770		5	450 S	456 \$	462 \$	457 S	473 S	479 S	48S \$	490 \$	495
HURON-CLINT PARK		0.2070		\$	337 \$	341 \$	345 \$	349 S	353 \$	358 \$	362 \$	366 \$	371
MACOMB VETERANS		0.0690		s	112 \$	114 \$	115 \$	116 S	118 \$	119 \$	121 \$	122 S	124
	Local Total:	38.6750	62.09%	\$	62,895 \$	63,669 \$	64,450 \$	65,239 \$	66,036 \$	66,841 \$	67,654 \$	68,475 \$	69,304
Non-Capturable Millages	MII	lage Rate									19		
WAR CON DEET		4.7800		\$	7,773 \$	7,869 \$	7,966 \$	8,063 \$	8,162 \$	8,261 S	8,362 \$	8,463 \$	8,566
ART INSTITUTE		0.1956		\$	318 \$	322 \$	326 \$	330 \$	334 \$	338 \$	342 \$	346 S	351
200 AUTHORITY		0.0945		\$	154 \$	156 \$	157 \$	159 \$	161 \$	163 \$	165 \$	167 \$	169
MISD DEBT	Total Non-Capturable Taxes:	0.0800 5.1501		<u>\$</u>	130 S 8,375 S	132 S 8,478 \$	133 5 8,582 \$	135 \$ 8,687 \$	137 \$ 8,794 \$	138 \$ 8,901 \$	140 \$ 9,009 \$	142 \$	143

Notes:

Table 2
Tax Increment Revenue Capture Estimates
15050-15150 E. 14 Mile Road
Warren, MI

	Calendar Year			2034	2035	2036	2037	2038	2039	2040	2041					
	Plan Year			11	12	13	14	15	16	17	18					
	Capture Year			10	11	12	13	14	15	16	17					
Base Taxable Value (TV)			\$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754					
Estimated New TV			\$	2,187,371 \$	2,209,244 \$	2,231,337 \$	2,253,650 \$	2,276,187 \$	2,298,948 \$	2,321,938 S	2,345,157					
Total Incremental Difference			\$	1,813,517 \$	1,835,490 \$	1,857,583 \$	1,879,896 \$	1,902,433 \$	1,925,194 \$	1,948,184 \$	682,974					
School Capture	Miliage Rate											Tot	tal New Taxes	Pass-Through	1	Capture
School Operatory	17,3120	S.	N	11 211 5	42 327 \$	32,716 S	33,109 5	28,50G S	33 907 5	34,811 9	12,029	5	511599	5 511,509	9	8
State Education Tas (SET)	t-เกกิสต		5	10,882 5	11,013 5	11,145 5	11.379 5	11,415 5	11,551 5	ILbs0 S	4,098	5	1/5,312	s 170,817	7	12
	School Total: 25 of 70	15-63*	5	42,823 S	43,340 S	43,861 \$	44,388 \$	44,920 S	45,459 S	45,001 \$	16,126	_3	110,000			
Local Capture	Millage Rate															
WARREN OPERATING	8.3263		5	15,101 \$	15,283 \$	15,467 \$	15,653 \$	15,840 S	15,030 \$	16,221 \$	5,687	5	243,283	\$ -	\$	243,283
ACT 345 POL/FIRE	4.9848		\$	9,041 \$	9,150 \$	9,260 \$	9,371 \$	9,483 \$	9,597 \$	9,711 \$	3,404	\$	145,649	\$ -	\$	145,649
POL & FIRE OPER	4.6741		\$	8,477 \$	8,579 \$	8,683 \$	8,787 \$	8,892 5	8,999 \$	9,106 \$	3,192	\$	136,571	s -	5	136,571
MAC INT SCH DIST	4.6300		\$	8,397 \$	8,498 \$	8,601 \$	8,704 \$	8,808 \$	8,914 \$	9,020 \$	3,162	s	135,282	\$ -	5	135,282
MACOMB COUNTY OPER	4,3200		\$	7,835 \$	7,929 \$	8,025 \$	8,121 \$	8,219 \$	8,317 \$	8,416 \$	2,950	s	126,225	\$ -	\$	125,225
SANITATION	2,7750		\$	5,033 \$	5,093 \$	5,155 \$	5,217 \$	5,279 \$	5,342 \$	5,406 \$	1,895	\$	81,082	\$ -	\$	81,082
CITY ROAD IMPROV	2,0029		\$	3,632 \$	3,676 \$	3,721 \$	3,765 \$	3,810 \$	3,856 \$	3,902 \$	1,368	\$	58,522	\$ .	\$	58,522
MCC OPERATING	1,4077		\$	2,553 \$	2,584 \$	2,615 5	2,646 \$	2,678 \$	2,710 \$	2,742 \$	961	s	41,131	s -	\$	41,13
LIBRARY	1.2687	i	\$	2,301 \$	2,329 \$	2,357 \$	2,385 \$	2,414 \$	2,442 \$	2,472 \$	866	\$	37,070	\$ -	\$	37,070
SMART	0.9500		\$	1,723 \$	1,744 \$	1,765 \$	1,786 \$	1,807 S	1,829 \$	1,851 \$	649	5	27,758	\$ -	5	27,758
POLICE OPERATING	0.9289		\$	1,685 \$	1,705 \$	1,726 \$	1,746 \$	1,767 \$	1,788 \$	1,810 \$	634	5	27,141	s -	\$	27,143
FIRE OPERATING	0.9289		\$	1,685 \$	1,705 \$	1,726 \$	1,745 \$	1,767 \$	1,788 \$	1,810 S	634	\$	27,141	\$ .	\$	27,141
RECREATION	0.9247		\$	1,677 \$	1,697 \$	1,718 \$	1,738 \$	1,759 \$	1,780 \$	1,801 \$	632	s	27,018	\$ -	\$	27,018
EMS	0.2770		\$	502 \$	508 \$	515 \$	521 \$	527 \$	533 \$	540 \$	189	s	8,094	s -	\$	8,094
HURON-CLINT PARK	0.2070		5	375 \$	380 \$	385 \$	389 \$	394 \$	399 \$	403 \$	141	\$	6,048	\$ -	\$	6,04
MACOMB VETERANS	0.0690		\$	125 \$	127 \$	128 \$	130 \$	131 \$	133 \$	134 \$	47	s	2,016	s -	\$	2,016
	Local Total: 38.6750	62.09%	\$	70,142 \$	70,988 \$	71,842 \$	72,705 \$	73,577 \$	74,457 \$	75,346 \$	26,414	\$	1,130,031	s -	\$	1,130,03
Non-Capturable Miliages	Millage Rate															
WAR CON DEST	4.7800		\$	8,669 \$	8,774 S	8,879 \$	8,986 \$	9,094 \$	9,202 \$	9,312 \$	3,265	\$	139,665	\$ 139,665		
ART INSTITUTE	0.1956		\$	355 \$	359 \$	363 \$	368 \$	372 \$	377 \$	381 \$	134	\$	5,715	\$ 5,715	\$	
ZOD AUTHORITY	0.0945		\$	171 \$	173 \$	176 \$	178 \$	180 S	182 5	184 \$	65	\$	2,761	\$ 2,761	5	
MISD DEBT	0.0800		\$	145 \$	147 \$	149 \$	150 \$	152 \$	154 \$	156 \$	55	_ \$	2,337			
	Total Non-Capturable Taxes: 5.1501		\$	9,340 \$	9,453 \$	9,567 \$	9,682 \$	9,798 \$	9,915 \$	10,033 \$	3,517	\$	150,479	\$ 150,479	\$	
												S	1,970,420	\$ 840,389	s	1,130,031

Table 3
Tax Increment Revenue Reimbursement Allocation Table 15050-15150 E. 14 Mile Road Warren, MI

Developer Projected Reimbursement	Proportionality	138	School & Local Taxes		Local-Only Taxes	Total
State	0.0%	\$		s	-	\$
Local	100.0%	\$		\$	915,325	\$ 915,325
TOTAL		\$		\$	915,325	\$ 915,325
EGLE	0.0%	\$				
MSF	0.0%	\$				
Local Only	100.0%	\$	915,325			

Estimated Total Years of Plan: 16

		Calendar Year Plan Year Capture Year		2025 2 1		2026 3 2		2027	.7	2028	2	29	2030	,	2031	a a	2032		2033
	7.5							3		5 4		6 5		7 5			9 B		10 9
Available Tax Increment Revenue (TIR)														-				_	
Total Local Tax Capture Available			\$	62,895	5	63,669	\$	64,450	\$	65,239	66,0	36 \$	66,841	\$	67,654	\$	68,475	\$	69,304
Capture for BRA Administrative Fees (10%)			5	6,290	\$	6,367	5	6,445	s	6,524 \$	5,6	04 \$	6,684	5	6,765	5	6,847	5	6,930
Capture for Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR)			\$	5,661	5	5,730	\$	5,800	5	5,871 5	5,9	43 5	6,016	\$	6,089	5	6,163	5	6,237
Local TIR Available for Reimbursement to Developer			\$	50,945	5	51,572	\$	52,204	5	52,843 \$	53,4	89 5	54,141	\$	54,799	\$	55,465	\$	56,136
Total State & Local TIR Available for Reimbursement to Developer			\$	50,945	5	51,572	\$	52,204	\$	52,843 \$	53,4	39 \$	54,141	\$	54,799	\$	55,465	\$	56,136
DEVELOPER	Beginni Balanc																		
	\$	915,325	\$	864,380	\$	812,808	\$	760,604	\$	707,761	654,2	72 \$	600,131	s	545,331	\$	489,867	\$	433,730
LOCAL-ONLY Activities	s	915,325	\$	864,380	\$	812,808	\$	760,604	5	707,761 \$	654,2	72 \$	600,131	\$	545,331	s	489,867	\$	433,730
Local-Only Tax Reimbursement	\$		\$	50,945	\$	51,572	\$	52,204	\$	52,843	53,4	89 \$	54,141	S	54,799	S	55,465	ş	56,136
TOTAL ANNUAL DEVELOPER REIMBURSEMENT			5	50,945	s	51,572	\$	52,204	\$	52,843 \$	53,4	89 \$	54,141	\$	54,799	5	55,465	Ś	56,136

Table 3

Tax Increment Revenue Reimbursement Allocation Table
15050-15150 E. 14 Mile Road
Warren, MI

Administrative Fees & Lo	an Fund	s*
State Brownfield Revolving Fund	\$	
BRA Administrative Fees	\$	113,003
Local Brownfield Revolving Fund	\$	101,703

<sup>\*</sup> During the life of the Plan

		1 .0	2035 12 11		2036 13 12		2037 14 13		2038 15 14		2039 16 15		2040 17 16		2041 18 17		TOTALS
Available Tax increment Revenue (TIR)			1/2-12											_	-		
Total Local Tax Capture Available	70,14	2 \$	70,988	\$	71,842	\$	72,705	\$	73,577	\$	74,457	\$	75,346	\$	25,414		1,130,03
Capture for BRA Administrative Fees (10%)	7,01	1 5	7,099	5	7,184	5	7,270	5	7,358	5	7,446	5	7,535	5	2,641	\$	113,00
Capture for Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR)	6,31	3 5	6,389	\$	6,466	5	6,543	5	6,622	5	6,701	5	6,781	5	2,377	5	101,70
Local TIR Available for Reimbursement to Developer	56,81	5 \$	57,500	S	58,192	5	58,891	5	59,597	\$	60,310	\$	61,030	5	21,395		
Total State & Local TIR Available for Reimbursement to Developer	56,81	5 \$	57,500	s	58,192	\$	58,891	\$	59,597	\$	60,310	\$	61,030	\$	21,395		915,325
DEVELOPER											3.00						
	376,91	5 5	319,416	\$	261,224	\$	202,333	\$	142,736	5	82,426	\$	21,395	\$			
LOCAL-ONLY Activities	376,91	5 \$	319,416	s	261,224	\$	202,333	\$	142,736	s	82,426	5	21,395	s	13		
Local-Only Tax Reimbursement	56,81	5 \$	57,500	\$	58,192	\$	58,891	\$	59,597	\$	60,310	\$	61,030	\$	21,395	\$	915,325
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	56,81	5 \$	57,500	s	58,192	\$	58,891	\$	59,597	\$	60,310	\$	61,030	\$	21,395		

\$ 1,130,031



GITY ATTORNEY'S OFFICE

One City Square, Suite 400 Warren, MI 48093 (586) 574-4671 Fax (586) 574-4530 www.cityofwarren.org

May 28, 2025

Mr. Tom Bommarito Brownfield Authority Director City of Warren

Re: Proposed Second Amended and Restated Development and Reimbursement

Agreement - Warren Transmission Redevelopment Project; 23500 Mound Rd. Developer: NP Mound Road Industrial, LLC

Dear Mr. Bommarito:

Attached is an amended reimbursement agreement to incorporate the second amended Brownfield Redevelopment Plan ("the Plan") for NP Mound Road Industrial, LLC ("Developer") for the remediation and redevelopment of the former Warren Transmission Plant site at 23500 Mound Rd., Warren, Michigan.

The proposed agreement is intended to implement the second amended plan was adopted by the Warren City Council on March 25, 2025, to include additional infrastructure improvements, mainly an electrical substation. The amendment increases the total TIF capture to up to \$37,208,500, and will extend the reimbursement period from 25 to 27 years. The developer's capital investment will increase to \$210,000,000. Consistent with the original Plan, the Authority will collect 10 percent (10%) administrative fee, State fees, and a five-year local revolving fund capture following the completion of Plan reimbursements. The additional capture will only involve local taxes and not State school taxes.

For background purposes the original plan was adopted on January 25, 2022, for the capture of tax increment financing revenues (TIF) up to \$28,693,225 for the demolition, remediation and redevelopment of the site as a Home Depot warehouse, and other multi-tenant industrial buildings, green space and storm water management. On July 25, 2023, the Plan was amended to address unanticipated subsurface, foundation and slabs, and poor soil conditions.

A copy of the Second Amendment to the Brownfield Plan is attached for reference.

Please submit the proposed agreement to the Authority for consideration at its meeting on June 3, 2025.

Respectfully,

Mary Michaels Acting City Attorney

Enclosure

cc: Jared Belka, Attorney for Developer F. Scott Miller, City Assessor Ronald Wuerth, Planning Director

# SECOND AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") dated \_\_\_\_\_\_\_\_, 2025, is entered into between the CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY, an authority established pursuant to Act 381 of Public Acts of 1996, as amended, whose address is One City Square, Warren, Michigan 48093 (the "Authority"), and NP MOUND ROAD INDUSTRIAL, LLC, a Delaware limited liability company, with a registered address of 3315 North Oak Trafficway, Kansas City, Missouri 64116 (the "Developer").

#### RECITALS

- A. The Authority was created by the City of Warren (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended, MCL 125.2651 et seq., (the "Act 381").
- B. The Developer proposed to redevelop the former General Motors Warren Transmission Plant located at 23500 Mound Road, Warren, Michigan. A legal description of the Property, along with drawings and maps, are collectively attached as Exhibit A (the "Property"). The Property is included in a brownfield plan (the "Plan") as a "facility" and an "eligible property" due to the presence of certain hazardous substances on portions of the Property as described in the Plan, and is therefore commonly referred to as a "brownfield" under the Act.
- C. The City originally approved the Plan on January 25, 2022, as amended on July 25, 2023, and further amended on March 25, 2025, to support redevelopment of the Property with Developer's demolition of the existing building and construction of four (4) new multitenant buildings on the Property that would contain approximately 1.4 million square feet of light-assembly/industrial space (the "Project"). The Project involves department specific activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, and brownfield plan/work plan preparation, development and implementation, and new construction (the "Improvements"). The Project will also result in a long-term increase to the tax revenue generated from the Property and will otherwise enhance the economic vitality, new employment, and quality of life in the City. Developer's estimated overall capital investment in the Improvements is over \$210,000,000.
- D. In order to make the Improvements on the Property, the Developer has incurred and will incur Eligible Costs, which may include, but are not limited to, costs associated with department specific activities, lead and asbestos abatement, demolition, site preparation, infrastructure improvements, and brownfield plan/work plan preparation, development and implementation, all of which will also require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Eligible Costs, including contingencies, are estimated to be the amended total amount of \$37,208,500, pursuant to the Second Amendment to the Brownfield Redevelopment Plan Warren Transmission Redevelopment Project dated November 11, 2024 (the "Amended Plan").

- E. The Act permits the Authority to reimburse the Developer for the cost of Eligible Activities on Eligible Property using Tax Increment Revenues generated by the redevelopment of the Property, according to a brownfield plan approved by the legislative body of the City.
- F. In accordance with Act 381, Developer submitted an application and the Amended Plan for the use of property tax revenues that are generated from an increase in the taxable value of the Property resulting from its development (the "Tax Increment Revenues") to be reimbursed to the Developer for Eligible Costs it incurs in connection with the Project, up to \$37,208,500.
- G. Subject to the Michigan Department of Environment, Great Lakes and Energy ("EGLE") or the Michigan Strategic Fund ("MSF") approval of an Act 381 Work Plan (the "Work Plan") for each agency's respective eligible activities, with respect to the state education tax and taxes levied for school operating purposes (the "School Taxes"), unless otherwise authorized, Act 381 permits the Authority to capture and use the School Tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs and expenses of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter "Eligible Costs"), as approved in the Plan and Act 381 Work Plan.
- H. Act 381 permits the Authority to capture and use the property tax revenues generated (other than School Taxes (unless otherwise provided by the Act or approved by EGLE or MSF), known as "Local Taxes") from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of Eligible Costs up to the Eligible Amount, as defined in section 3.
- Developer, as amended on July 25, 2023, and approved the Amended Plan on March 25, 2025, providing for a maximum reimbursement to Developer for the Eligible Costs described below, up to \$37,208,500 of Tax Increment Revenues, with the actual amount subject to reduction based upon unexpended activity, and unless otherwise provided herein, unapproved School Taxes or other Eligible Costs denied by the State of Michigan (such amount with the reductions is referred to as the "Eligible Amount," as further defined in Section 3). The Eligible Amount will be paid to Developer with Tax Increment Revenues attributed to the incremental increase in the Property's taxable value.
- J. The Authority has incurred and anticipates that it will incur certain eligible administrative expenses associated with the Plan and this Agreement (the "Administrative Costs"), and for which it seeks reimbursement from Local Taxes of up to 10% of the annual Tax Increment Revenues.
- K. Act 381 provides that, during the capture period up to the first 25 years, if the Developer is reimbursed for Eligible Costs attributable to school tax increments, that 50% of the mills of the state education tax levy (the "SET") is required to be paid to the Michigan Department of Treasury ("Treasury") for deposit in the state brownfield redevelopment fund (the "SBRF").

- L. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues and, if applicable, payment to Treasury of the SET for deposit in the SBRF, additional tax increment revenues will be deposited into the local brownfield revolving fund ("LBRF"), subject to this Agreement; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made only for a maximum of 5 years after the time that capture is required to pay the Eligible Costs and Work Plan related Eligible Costs.
- M. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding under Act 381.

#### TERMS AND CONDITIONS

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

- 1. Capture of Taxes. During the Term (defined below) of this Agreement, the Authority shall capture from ad valorem and specific Tax Increment Revenues as defined and permitted under Act 381 from the Property and use those Tax Increment Revenues as provided in this Agreement and the Amended Plan. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use a portion of the incremental property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs up to the Eligible Amount, to pay the Authority for Administrative Costs, to pay Treasury the SET and to fund a LBRF pursuant to Act 381.
- 2. Amended Plan. Developer agrees this Agreement is subject to completion of the Project and Improvements described in: (a) the Amended Plan, as approved by the City on January 25, 2022, as amended on July 25, 2023, and further amended on March 25, 2025, a copy of such Amended Plan is attached as Exhibit B, and is incorporated by reference and made a part of this Agreement; and (b) the Site Plan corresponding to the Improvements, approved by the City Planning Commission, in accordance with City ordinances, and any amendments thereto, shall be incorporated into this Agreement upon such approval or adoption. In the event of a direct conflict between a provision of the Amended Plan and this Agreement, the term or condition of this Agreement will control. The defined terms in Act 381 will apply to this Agreement. It is understood that Act 381 may not be relied upon to increase the Eligible Costs or Eligible Amount or the duration of the Amended Plan, or to the change the Tax Increment Revenues ("TIR") sharing ratio percentage of the TIR payment to be issued to Developer, as provided in Section 5h, unless an amendment to the Amended Plan is approved by the Authority and City.
- 3. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority not more than twice a year, in written form:

- (a) a written statement detailing the costs incurred that are asserted to be Eligible Costs;
  - (b) a written explanation as to why they are Eligible Costs;
- (c) for those costs which have been approved by EGLE or MSF for reimbursement by captured School Taxes, if any, references to any applicable portions of the Amended Plan and/or Act 381 Work Plan as approved by EGLE and/or MSF as expenses eligible for payment from School Taxes;
- (d) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (e) any other information which may be reasonably required by EGLE and MSF or by the Authority or their respective auditors.

It is agreed the total reimbursement of Eligible Costs, which are to be reimbursed by the Authority to Developer will not exceed the Eligible Amount, as defined in this section, up to the maximum of \$37,208,500. All costs shall be submitted by no later than five (5) years after the Amended Plan approval date. No other costs will be approved after December 31, 2030, except for good cause shown to the Authority. The Eligible Amount, as used in this Agreement, means the actual costs incurred, including both state approved and the local-only costs outlined in the Amended Plan. It is understood interest shall not be paid to Developer on any TIR payment.

Notwithstanding anything in this Agreement to the contrary, if the proposed use of Tax Increment Revenues derived from School Taxes on the Property is not permitted by law or is denied in whole or in part by EGLE or MSF, the Authority will approve the use of a combination of Tax Increment Revenues derived from Local Taxes on the Property and the approved portion of School Taxes, if any, to make reimbursement payments under this Agreement. The Authority will extend the collection duration of the Local Taxes portion of Tax Increment Revenues for reimbursement of Eligible Activities to offset any reduction of available School Taxes made by the EGLE or MSF, if necessary, and if so, to the extent allowed and in accordance with applicable local or state law, and are included in the Amended Plan, provided such amount does not exceed the total reimbursement permitted under this Agreement of up to \$37,208,500

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

accordance with the law. Only costs verified and approved by the Authority will be Eligible Costs under this Agreement.

#### 5. Payments.

- (a) The Tax Increment Revenues allowed under this Agreement and received by the Authority shall be paid annually by check payable to NP Mound Road Industrial, LLC, and sent by certified or first-class mail to the address set forth in Section 15.
- (b) Any change in recipient or address must be submitted in writing to the Authority's Director, and signed by Developer, as described herein to reimburse them in annual increments for Eligible Costs ("TIR Payment"), commencing with the first full tax payment following the first year of capture under the Amended Plan. A written notice of Project completion will be provided to the Authority prior to or in conjunction with the final submission of costs and request for payment, and a copy of the determination from the EGLE and MSF on whether School Taxes have been approved for capture, if any, must be submitted prior to or in conjunction with the final submission of costs.
- (c) The Authority will issue payments no later than April 30<sup>th</sup> or sixty (60) days following full payment of each of the Developer's summer and winter taxes levied, whichever is later, unless reasonable extensions are necessary by the Authority's inability to approve such payment, in which case notice of such inability will be provided to Developer by the City and/or the Authority or its staff. If in the case of the Authority's inability to approve such payment, all TIR collected from the Project shall be set aside by the Authority pending resolution and escrowed by the City's Controller for Developer's benefit until said inability to approve such payment is rectified.
- (d) Payments will be made according to Section 5(a) above, unless notice of a new address is provided to the Authority in accordance with Section 15 and Section 5(b). The check may be mailed or personally delivered, upon signed receipt of a representative identified in writing by Developer, and upon evidence of identification.
- (e) For each year of TIR collection under this Agreement, prior to payment of the TIR Payments hereunder, the Authority shall be entitled to retain an amount equal to ten percent (10%) of the Tax Increment Revenues for Administrative Costs of the Authority to reimburse it for its costs. If the capture of School Tax Increment Revenues is approved by either the EGLE and/or MSF, an amount equal to 50% of the SET realized from the improvements for up to the statutory maximum period of 25 years during the period Developer is reimbursed for Eligible Costs (the "Treasury Amount") shall be withheld from the Tax Increment Revenues, and paid to the Treasury for deposit in the SBRF. After retention of the 10% Authority Administrative Costs and payment of the Treasury Amount, the remainder of the Tax Increment Revenues shall be used to reimburse the Developer.
- (f) The Authority shall have no obligation to reimburse the Developer for Eligible Costs or any other costs from Tax Increment Revenues captured and received by the Authority after the earlier of: (i) payment to Developer the final Eligible Amount in full; or (ii) the thirty (30) years following beginning of capture of Tax Increment Revenues under the

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

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

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

Upon termination, the Amended Plan will be abolished, and no further payments will be reimbursed to the Developer. The parties reserve all of their rights by law. Unperformed or unfulfilled material obligations under this Section, are defined to include: (a) the Developer's failure to pay taxes; (b) failure to complete the Project in substantially the same form as approved by the Authority and City; (c) failure to comply with Section 9 of this Agreement; (d) material change to the nature or character of the Project, without an approved amendment to the Amended Plan; e) failure to maintain or operate the Project on the Property; (f) failure to cure at least three non-material violations, after being provided written notice to Developer and provided an opportunity to cure as outlined above.

#### 7. Adjustments.

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

cooperate with the City to eliminate the nuisance or condition. All terms of his paragraph are deemed to be material.

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

Authority provided that such assignment is made: (a) as a pledge to secure financing; or (b) to an entity owned or controlled by at least 50 percent of Developer's members or shareholders. In the event of an assignment to an unrelated third party purchaser, the assigning party shall provide prompt notice of such assignment to the Authority at the address provided in Section 15, and the assignee and assignor will execute a written agreement for the assignment and assumption of all rights and obligations under this Agreement in such form that meets with the satisfaction of the Authority, which shall not be unreasonably conditioned, delayed or withheld.

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

#### **Authority:**

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

#### With a copy to:

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

#### Developer:

NP Mound Road Industrial, LLC c/o Northpoint Development, LLC 3315 North Oak Trafficway Kansas City, Missouri 64116

#### With a copy to:

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

- 16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. The parties agree that scanned and electronically transmitted signatures on this Agreement shall be deemed to have the same legal effect as original signatures on this Agreement.
- 17. Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 18. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 20. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party. If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the reasonable satisfaction of the other party.
- 21. Recitals. The parties agree to the facts and representations in the Recitals section, and they are embodied and incorporated within, the body of this agreement of the parties.
- 22. Miscellaneous. This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. Subject to Section 2 and 12, above, this Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Plan and Project. This Agreement shall supersede and replace the prior agreement entitled Amended and Restated Development and Reimbursement Agreement dated on or about September 22, 2023.

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

Witnessed by:	DEVELOPER: NP MOUND ROAD INDUSTRIAL, LLC
	Ву:
	Its:
	THE CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY
	By:
	By: Tom Bommarito, Director

# PROPERTY DESCRIPTION

**EXHIBIL V** 

# Figure 1

# **Property Description**

Property Address: 23500 Mound Road, Warren, MI 48091

Tax Parcel No.: 12-13-28-300-020

Legal Description: T1N, R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.28 FT; TH N02\*45'59" W 60.00 FT; TH N02\* 45'59" W 1244.19 FT TO POB; TH N02\*45'59" W 1221.40 FT; TH N87\*17'46" E 1572.37 FT; TH S02\*41'55" E300.59 FT; TH N88\*11'28" E 139.64 FT; TH S02\*56'22" E 874.12 FT; TH S87\*14'05" W 837.66 FT; TH S68\*29'07"

W 133.72 FT; TH S87\*15'26" W 750.00 FT TO POB 46.14AC

Property Address: 23250 Mound Road, Warren, MI 48091

Tax Parcel No.: 12-13-28-300-021

Legal Description: T1N R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.28FT; TH N02\*45'59" W 60.00 FT; TH N86\*50'31" E 761.29 FT TO POB; TH N03\* 17'16" W 1238.73 FT; TH N68\*28'07" E 133.72 FT; TH N87\* 14'05" E 837.66 FT; TH N02\*56'22" W 874.12 FT; TH N88\*11'28" E 65.01 FT; TH S02\*56'22" E 2147.69 FT; TH S86\*50'31"

W 1021.87 FT TO POB 31.34AC

Property Address: 23950 Mound Road, Warren, MI 48091

**Tax Parcel No.:** 12-13-28-300-019

Legal Description: T1N, R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.25 FT; TH N02\*45'59" W 60.00 FT; N02\*45'49" W 2465.59 FT TO POB; TH N02\*45'49" W 125.19 FT; TH N02\*45'59" W 21.05 FT; TH S65\*05'48" E 45.76FT; TH N87\*31'03" E 499.55 FT; TH N68\*51'38" E 32.99 FT; TH N02\*31'59" W 570.21 FT; TH N87\* 24'51" E 999.51 FT; TH S02\* 41'55" E 701.68 FT; TH S 87\*17'46'" W 1572.37 FT TO POB

17.80 AC

Property Address:

6305 9 Mile, Warren, MI 48091

Tax Parcel No.:

12-13-28-300-022

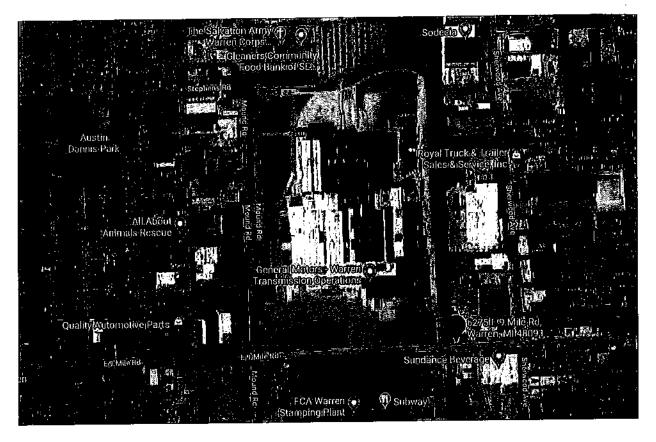
Legal Description:

T1N R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E 101.28FT; TH N02\*45'59" W 60.00 FT; TH N86\*50'31" E 761.29 FT TO POB; TH N03\* 17'16" W 1238.73 FT; TH N68\*28'07" E 133.72 FT; TH N87\* 14'05" E 837.66 FT; TH N02\*56'22" W 874.12 FT; TH N88\*11'28" E 65.01 FT; TH S02\*56'22" E 2147.69 FT; TH S86\*50'31"

W 1021.87 FT TO POB 31.34AC  $\,$ 

Figure 2

Eligible Property Map



# **EXHIBIT B**

# **BROWNFIELD PLAN**

# CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

# SECOND AMENDMENT TO THE BROWNFIELD REDEVELOPMENT PLAN WARREN TRANSMISSION REDEVELOPMENT PROJECT 23500 Mound Road

NP MOUND ROAD INDUSTRIAL, LLC c/o NorthPoint Development, LLC Attn: Johnny Sweeney
Email: jsweeney@northpointkc.com
3315 North Oak Trafficway
Kansas City, Missouri 64116

November 11,2024

Prepared by:

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

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

# November 11, 2024

## I. PROJECT SUMMARY

The original Brownfield Plan was approved in January 2022 to support redevelopment of the former General Motors Warren Transmission Plant located at 23500 Mound Road (the "Property") into four (4) new buildings containing approximately 1.4 million square feet of industrial space that will house multiple tenants (the "Project") by NP Mound Road Industrial, LLC (the "Developer"). The Project will include site improvements associated with parking, green space and storm water management. The Property encompasses approximately 117 acres.

This Brownfield Plan was amended in 2023 to address unexpected costs encountered during the demolition and site preparation activities and adjust the overall eligible activities. This Second Amendment to the Brownfield Plan is proposed to include additional infrastructure improvements.

The Project includes department specific activities, demolition, lead and asbestos abatement, site preparation, and infrastructure improvements. Demolition began in the fall of 2021 with construction commencing in fall 2022. As of November 2024, Developer completed the first two buildings and anticipates continuing the buildout of the park in 2025.

It is anticipated that the Project's tenants upon completion of the Project will create approximately 482+ full-time employees with average wages of approximately \$20/hr. Total capital investment in the Project was estimated to be approximately \$180+ million and is now estimated at approximately \$210+ million.

# II. BASIS OF ELIGIBILITY

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

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

# III. REQUIRED ELEMENTS OF A BROWNFIELD PLAN

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

The Developer will seek tax increment financing ("TIF") from available local taxes, school operating taxes and state education tax millage for eligible activities at the Property, including department specific activities, demolition, lead and asbestos abatement, infrastructure improvements, and brownfield/work plan preparation and development totaling \$37,208,500. The prior Plan included total eligible activity costs of \$31,708,500.

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

Table 1 – EGLE Environmental Eligible Activities	
Task	Cost Estimate
Department Specific Activities	
- Site Investigations, Phase I, II and BEA	\$127,000
- Vapor Mitigation Systems	\$5,340,000
- Pond Liners	\$450,000
- Contaminated Soil Management	\$278,000
- Contaminated Groundwater and Storm Water Management	\$881,000
- Gasketing	\$750,000
- Oversight/Sampling	\$412,000
Sub-total	\$8,238,000
2. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$90,000
TOTAL	\$8,328,000

Table 1a – MSF Eligible Acti	vities
Task	Cost Estimate
Lead & Asbestos Abatement	\$1,542,000
2. Demolition	\$9,921,000

Table 1a – MSF Eligible Activities	
Task	Cost Estimate
3. Site Preparation	
- Geotechnical Engineering	\$228,000
- Mass Grading/Land Balancing	\$8,730,000
- Erosion Control	\$83,000
- Dewatering	\$10,000
- Temporary Site Control	\$35,000
- Excavation for Unstable Material/Backfill & Compaction	\$8,000
- Special Foundations	\$1,654,000
Site Preparation Total	\$ 10,748,000
4. Infrastructure Improvements	
- Street and Road Repair/Improvements	\$400,000
- Curb and Gutter	\$511,000
- Utility Improvements	\$36,000
- Traffic Lane Improvements	\$175,000
- Signage and Landscaping	\$25,000
- Electrical Substation (local only)	\$5,500,000
Infrastructure Improvements Total	\$ 6,647,000
Sub-total	\$28,858,000
5. Brownfield Plan/Work Plan Preparation, Development and Implementation	\$ 22,500
TOTAL	\$28,880,500

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

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

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

- 1. <u>Department Specific Activities</u>. Phase I and II Environmental Site Assessments and a Baseline Environmental Assessment will be completed on behalf of Developer. Additional site investigations and due care activities will be conducted, including vapor mitigation systems, chemical resistant storm water pond liners, contaminated soil management, contaminated groundwater and storm water treatment and management, chemical-resistant utility piping and gasketing, and oversight will be completed during the construction process.
- 2. <u>Lead and Asbestos Abatement</u>. Due to the age of the buildings, lead and asbestos materials will be encountered during the demolition process. Therefore, the proposed abatement costs will include proper assessment, removal and disposal of any materials encountered during the rehabilitation process. The cost includes the cost of the initial survey to determine the presence of materials required for abatement.
- 3. <u>Demolition</u>. The Property contains existing buildings with a total of approximately 2.1 million square feet, foundations, site improvements, utilities, etc. that will need to be demolished and removed from the site to prepare it for construction.
- 4. <u>Site Preparation.</u> Site preparation activities include mass grading and land balancing, dewatering, staking, temporary erosion control, temporary site control, excavation for unstable material, fill material, compaction & sub-base, special foundations, and geotechnical engineering.
- 5. <u>Infrastructure Improvements</u>. Infrastructure improvements include street and road repair, striping, paving, curb and gutter, utility improvements, traffic lane improvements, signage, electrical substation (local only), and landscaping improvements in the public right of way.
- 6. <u>Brownfield Plan/Work Plan Preparation</u>, <u>Development and Implementation</u>. Costs incurred to prepare and develop this brownfield plan and proposed work plan, as required per Act 381 of 1996, as amended.
- 3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))
- An estimate of real property tax capture for tax increment financing is attached as Table 2. The Plan assumes a 12yr PA 198 for the tenants and the impact is outlined in Table 2.
  - 4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))

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

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

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

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

The duration of the Plan for the Project is estimated to be 34 years. It is estimated that redevelopment of the Property will be completed by the end of 2028 months and that it will take up to 27 years of available capture to reimburse the eligible activities costs through tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the "LBRF"), if available. Therefore, the first year of tax increment capture will be 2025 (to the extent capture is available – current projections assume 1st year of capture is 2025 with 2026 reimbursement) and the Plan will remain in place until the Developer is fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds for the LBRF with tax increment revenue capture, if available.

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

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

- 8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCLA 125.2663(2)(h))
  - a. See legal description and site map in Figure 1.
  - b. The Property is a "facility". See the summary of contamination in <u>Figure 3</u> for documentation of the Property's "facility" status.
  - c. <u>Characteristics of Property</u>: The Property opened in 1941 as a Navy ordnance plant operated by the Hudson Motor Car Co. Manufacturing operations continued over the years as the GM Warren Transmission Plant until it closed in 2019. The facility reopened temporarily over the last year in order to manufacture facemasks during the COVID-19 pandemic.

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

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

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

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

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

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

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

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

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

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

# Figure 1

# **Property Description**

Property Address: 23500 Mound Road, Warren, MI 48091

**Tax Parcel No.:** 12-13-28-300-020

Legal Description: T1N, R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.28 FT; TH N02\*45'59" W 60.00 FT; TH N02\* 45'59" W 1244.19 FT TO POB; TH N02\*45'59" W 1221.40 FT; TH N87\*17'46" E 1572.37 FT; TH S02\*41'55" E300.59 FT; TH N88\*11'28" E 139.64 FT; TH S02\*56'22" E 874.12 FT; TH S87\*14'05" W 837.66 FT; TH S68\*29'07"

W 133.72 FT; TH S87\*15'26" W 750.00 FT TO POB 46.14AC

Property Address: 23250 Mound Road, Warren, MI 48091

**Tax Parcel No.:** 12-13-28-300-021

Legal Description: T1N R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.28FT; TH N02\*45'59" W 60.00 FT; TH N86\*50'31" E 761.29 FT TO POB; TH N03\* 17'16" W 1238.73 FT; TH N68\*28'07" E 133.72 FT; TH N87\* 14'05" E 837.66 FT; TH N02\*56'22" W 874.12 FT; TH N88\*11'28" E 65.01 FT; TH S02\*56'22" E 2147.69 FT; TH S86\*50'31"

W 1021.87 FT TO POB 31.34AC

Property Address: 23950 Mound Road, Warren, MI 48091

**Tax Parcel No.:** 12-13-28-300-019

Legal Description: T1N, R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.25 FT; TH N02\*45'59" W 60.00 FT; N02\*45'49" W 2465.59 FT TO POB; TH N02\*45'49" W 125.19 FT; TH N02\*45'59" W 21.05 FT; TH S65\*05'48" E 45.76FT; TH N87\*31'03" E 499.55 FT; TH N68\*51'38" E 32.99 FT; TH N02\*31'59" W 570.21 FT; TH N87\* 24'51" E 999.51 FT; TH S02\* 41'55" E 701.68 FT; TH S 87\*17'46'" W 1572.37 FT TO POB

17.80 AC

Property Address: 6305 9 Mile, Warren, MI 48091

**Tax Parcel No.:** 12-13-28-300-022

Legal Description: T1N R12E, SEC 28; COMM AT SW COR SEC 28; TH N86\*50'31" E

101.28FT; TH N02\*45'59" W 60.00 FT; TH N86\*50'31" E 761.29 FT TO POB; TH N03\* 17'16" W 1238.73 FT; TH N68\*28'07" E 133.72 FT; TH N87\* 14'05" E 837.66 FT; TH N02\*56'22" W 874.12 FT; TH N88\*11'28" E 65.01 FT; TH S02\*56'22" E 2147.69 FT; TH S86\*50'31"

W 1021.87 FT TO POB 31.34AC

Figure 2
Eligible Property Map

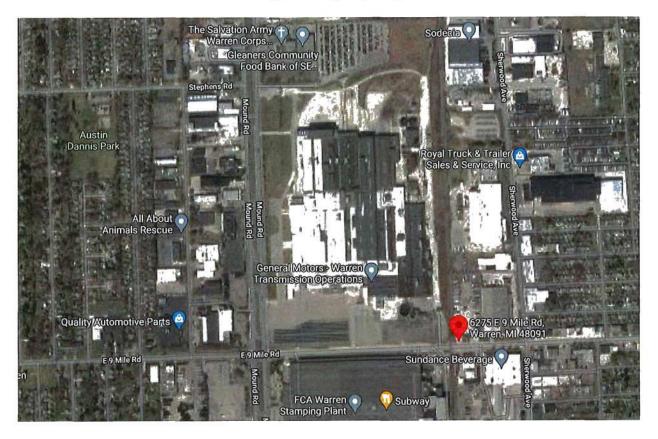


Figure 3
Summary of Contamination

Summary of Soil Analytical Results (1992)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
0D1		7.0		GSIP: cadmium, chromium
SB1		9.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
SB2		7.0	-	GSIP: cadmium, chromium GSIP: cadmium, chromium
		11.0	1	GSIP: cadmium, chromium
ana		9.0	-	GSIP: cadmium, chromium
SB3		13.0 25.0	1	GSIP: cadmium
		13.0	1	GSIP: cadmium GSIP: cadmium, chromium
		17.0		GSIP: cadmium, chromium
SB4		17.0	1	DWP (R/NR): chromium
		25.0		GSIP: cadmium, chromium
	1	7.0		GSIP: cadmium, chromium
		19.0	1	GSIP: cadmium, chromium
SB5			-	DWP (R/NR): chromium
		25.0		GSIP: cadmium, chromium
	1		1	DWP (R/NR): chromium
		11.0		GSIP: cadmium, chromium
				DWP (R/NR): chromium
SB6		13.0		GSIP: cadmium, chromium
		22.0	1	DWP (R/NR): cadmium
	Į	25.0	BTEX, PNAs,	GSIP: chromium
	1	0.0	PCBs,	DWP (R/NR): chromium
	1-6-1992	9.0	cadmium, chromium,	GSIP: cadmium, chromium
SB7		11.0	and lead	GSIP: cadmium, chromium
		25.0	and lead	DWP (R/NR): chromium
				GSIP: cadmium, chromium
		7.0	]	GSIP: cadmium, chromium
SB8		11.0	_	GSIP: cadmium, chromium
200		25.0		DWP (R/NR): chromium
			]	GSIP: cadmium, chromium
		10.0	_	GSIP: cadmium
SB9		11.5	-	GSIP: cadmium
		13.0		GSIP: naphthalene, cadmium, chromium VIAP (R/NR): naphthalene
***	1	5.5	]	GSIP: cadmium, chromium
SB10		7.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium
SB11	1	13.0		DWP (R/NR): chromium
2011	]			GSIP: cadmium, chromium
		7.0	_	GSIP: cadmium, chromium
SB12		10.0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
CD 12	]	11.0	_	GSIP: cadmium
SB13		25.0	_	GSIP: cadmium
SB14	1	11.0		GSIP: cadmium

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
		15,0		GSIP: cadmium, chromium
		25.0		GSIP: cadmium, chromium
			1	DWP (R/NR): ethylbenzene
				GSIP: ethylbenzene
SB18	10-23-1992	7.0-9.0		DC (R): aroclor 1260 (PCB)
				TSCA Subpart D (R): aoclor 1260 (PCB)
				VIAP (R/NR): ethylbenzene
CD20		5.0-7.0		GSIP: cadmium
SB20		7.0-9.0		GSIP: cadmium
SB21		4.0-6.0		GSIP: cadmium
anaa	1000	3.0-5.0		DWP (R/NR): chromium
SB22	12-31-1992	3.0-3.0		GSIP: cadmium, chromium,
\$B23	1	2.0-4.0		GSIP: xylenes, cadmium
0D24	1	3.0-5.0		GSIP: cadmium
SB24	[	9.0-11.0		GSIP: cadmium

R: Residential

Groundwater Surface Water Interface Protection DWP: Volatilization to Indoor Air Pathway Toxic Substances Control Act

GSIP: VIAP:

TSCA:

Nonresidential NR: Drinking Water Protection

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

# Summary of Soil Analytical Results (2005-2006)

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

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
GP-2 (duplicate)		14.0-16.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		2.0-4.0		DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-3		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE, VC GSIP: cis-1,2-DCE SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
		12.0-14.0		DWP (R/NR): cis-11,-DCE, TCE, VC GSIP: cis-1,2-DCE, TCE SVII (R/NR): TCE VSI (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
		2.0-4.0		DWP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		8.0-10.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-4		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-5	3-18-2005	10-0-12.0		DWP (R/NR): VC VIAP (R/NR): cis-1,2-DCE, VC
GP-6		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: cis-1,2-DCE SVII (R): cis-1,2-DCE SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
		14.0-16.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC VIAP (R/NR): cis-1,2-DCE, VC
		8.0-10.0		DWP (R/NR): TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
GP-7		12.0-14.0		DWP (R/NR): cis-1,2-DCE, TCE, VC SVII (R): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
	4 19 2005	18.0-20.0		DWP (R/NR): cis-1,2-DCE, VC GSIP: VC SVII (R): VC VIAP (R/NR): cis-1,2-DCE, TCE, VC
on a	4-18-2005	10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE
GP-8		12,0-14.0		DWP (R/NR): cis-1,2-DCE, TCE GSIP: TCE SVII (R/NR): TCE VSI (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Parts 201/213 Cleanup Criteria/RBSLs and Screening Levels
	Conection	(leet ugs)	<del></del>	DWP (R/NR): TCE, VC
		1		GSIP: TCE, VC
		14.0-16.0		SVII (R): VC
				SVII (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
, , , , , , , , , , , , , , , , , , , ,				DWP (R/NR): cis-1,2-DCE, TCE
GP-8		1		GSIP: TCE
(duplicate)		10.0-12.0		SVII (R/NR): TCE
(dupricate)				VSI (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): TCE
		8,0-10.0		GSIP: TCE SVII (R/NR): TCE
		1		VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): cis-1,2-DCE, TCE
		1		GSIP: TCE
		10-0-12.0		SVII (R/NR): TCE
GP-9		[		VIAP (R/NR): cis-1,2-DCE, TCE
				DWP (R/NR): VC
		120140		GSIP: VC
		12.0-14.0		SVII (R): VC
				VIAP (R/NR): cis-1,2-DCE, VC
		14.0-16.0		DWP (R/NR): VC
		14.0-10.0		VIAP (R/NR): cis-1,2-DCE, VC
				DWP (R/NR): VC
GP-10		12.0-14.0		SVII (R): VC
				VIAP (R/NR): cis-1,2-DCE, VC
		1 1		DWP (R/NR): cis-1,2-DCE, TCE
		8.0-10.0		SVII (R): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE
GP-11		10.0-12.0		DWP (R/NR): cis-1,2-DCE, TCE
				VIAP (R/NR): cis-1,2-DCE, TCE  DWP (R/NR): VC
		16.0-18.0		VIAP (R/NR): VC
				DWP (R/NR): cis-1,2-DCE, TCE, VC
				GSIP: TCE
	4-19-2005	10.0-12.0		SVII (R/NR): TCE
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
				DWP (R/NR): cis-1,2-DCE, TCE, VC
GP-12		120110		GSIP: VC
		12.0-14.0		SVII (R): VC
				VIAP (R/NR): cis-1,2-DCE, TCE, VC
		14.0-16.0		DWP (R/NR): VC
		14.0-10.0		VIAP (R/NR): cis-1,2-DCE, VC
				DWP (R/NR): cis-1,2-DCE, TCE, VC
GP-12		10.0-12.0		GSIP: TCE
(duplicate)		13.5 12.0		SVII (R/NR): TCE
		<del> </del>		VIAP (R/NR): cis-1,2-DCE, TCE, VC
OD15 04		100.225		DWP (R/NR): cis-1,2-DCE, TCE, VC
GP17-06		10.0-12.5		SVII (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
	Į	ļ		DWP (R/NR): TCE
GP18-06	1-26-2006	10.0-12.5	VOCs	VIAP (R/NR): TCE
	1-20-2000		YOUS	DWP (R/NR): cis-1,2-DCE, TCE, VC
				SVII (R/NR): TCE
GP19-06		12.5-15.0		VIAP (R/NR): cis-1,2-DCE, trans-1,2-DCE, TCE,
	I	1		VC

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

R: Residential

GSIP: Groundwater Surface Water Interface Protection DWP:

SVII: Soil Volatilization to Indoor Air Inhalation

VIAP: Volatilization to Indoor Air Pathway

DC: Direct Contact TCE: Trichloroethylene

NR: Nonresidential Drinking Water Protection

VSI: Ambient Air Volatile Soil Inhalation Csat: Soil Saturation Concentration

DCE: Dichloroethylene VC: Vinyl chloride

# Summary of Soil Gas Analytical Results (2006-2009)

Sample Location	Date of Sample Collection	Sample Depth (feet bgs)	Analysis	Compounds Exceeding the Screening Levels
VP-1S	10-17-2006	0.5-1.0	-	VIAP (R/NR): cis-1,2-DCE, TCE VIAP (R/NR): cis-1,2-DCE, TCE
	1-27-2009 10-17-2006			VIAP (R/NR): cis-1,2-DCE, TCE
VP-1D	1-27-2009	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-2S	7-13-2006	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VI-25	10-17-2006	0.5-1.0		VIAP (R/NR): benzene, cis-I,2-DCE, PCE, TCE
	7-13-2006			VIAP (R/NR): cis-1,2-DCE, TCE
VP•2D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE
VP-3S	10-17-2006	0.5-1.0	VOCs	VIAP (R/NR): cis-1,2-DCE, TCE
VP-3D	10-17-2006	4,5-5.0	¥0C3	VIAP (R/NR): cis-1,2-DCE, TCE
4L-3D	1-27-2009	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-4S	10-17-2006	0.5-1.0		VIAP (R/NR): chloroform, cis-1,2-DCE, TCE
VP-45	1-27-2009	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-4D	10-17-2006	4.5-5.0		VIAP (R/NR): cis-1,2-DCE, TCE
VP-5D	11-1-2006	0.5-1.0		VIAP (R/NR): TCE
VP-8D	7-10-2008	0.5-1.0		VIAP (R/NR): cis-1,2-DCE, TCE
MW-1	7-10-2008	6.0-16.0		VIAP (R/NR): TCE VIAP (R/NR): cis-1,2-DCE, TCE, VC
	1-27-2009			VIAP (R/NR): cis-1,2-DCE, TCE

R: Residential

VIAP: Volatilization to Indoor Air Pathway

TCE: Trichloroethylene

NR: Nonresidential DCE: dichloroethylene

PCE: Tetrachloroethylene

# Table 2

# TIF Table

#### Tax important Planaring Entrainers are not Take Survey Warran Transmission Heat Warran, Michigan

E	Maximum Maximum State State Technic SCAL SCAL SCAL SCAL SCAL SCAL SCAL SCAL		Properties 40.0%	5 14. 5 14. 5 14. 5 15.	H1,M1 S	LA11,000					neted Tot am.of.Plan			A 3	ci imprimi Carrier dressi or prime fo use licenshing i use	en end	5 1.611.00 5 1.611.00 5 1.611.00 5 1.671.01																										
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\* 19 to live years of capture for IRW Deposes when eligible attention are reinformed. May be taken from EGLI & local TR and:

Tantastes.

[Assures (auchle selve increases based as proposed built or, plus PN, assual increases for inflators theiresfee. 382) to first year of TD Capture and reindustrialisests are shown

# Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan November 11, 2024

Developer Maximum

	Reir	mbursement			Proportionality		Taxes		Taxes		Total		
		State			40.0%	\$	9,441,051	\$		\$	9,441,051		
		Local			60.0%	\$	14,156,449	\$	13,611,000	\$	27,767,449		
		TOTAL				\$	23,597,500	\$	13,611,000	\$	37,208,500		
		EGLE MSF				\$ \$	217,000	\$	-	\$	217,000		
		IVISF			as a market was a second	Þ	23,380,500	Ş		ş	23,380,500	1	
			50	2021	2022		2023		2024	8 -	2025		2026
Total State Incremental Revenue			\$	(F)	\$	\$	8.7	\$	-	\$		\$	127,740
State Brownfield Revolving Fund (50% of SET)			\$	0.00	\$ -	\$	-	\$	940	\$	-	\$	(25,727)
State TIR Available for Reimbursement			\$	9 <del>7</del> 5	\$ -	\$	-	\$	-	\$	\\ <del>-</del>	\$	102,013
Total Local Incremental Revenue			\$	(12)	\$ -	\$	12	\$	_	\$		\$	166,874
BRA Administrative Fee (10%)			\$	1170	\$	\$		\$	182	\$	5	\$	(29,461)
Local TIR Available for Reimbursement			\$	52	\$ (4)	\$	7.E	\$	-	\$	-	\$	137,413
Total State & Local TIR Available			\$	88 X	\$ 	\$	-	\$	-	\$		\$	239,426
	E	Beginning					-						
DEVELOPER		Balance											
DEVELOPER Reimbursement Balance	\$	37,208,500	\$	23,597,500	\$ 23,597,500	\$	23,597,500	\$	23,597,500	\$	23,597,500	\$	23,597,500
						_		_				_	
MSF Non-Environmental Costs	\$	23,380,500	\$	23,380,500	\$ 23,380,500	\$	23,380,500	\$	23,380,500	\$	23,380,500	\$	23,380,500
State Tax Reimbursement			\$	-	\$ 	\$	-	\$		\$	-	\$	and the second second
Local Tax Reimbursement			\$		\$ 	\$		\$		\$		\$	
Total MSF Reimbursement Balance			\$	23,380,500	\$ 23,380,500	\$	23,380,500	\$	23,380,500	\$	23,380,500	\$	23,143,276
EGLE Environmental Costs	\$	217,000	\$	217,000	\$ 217,000	\$	217,000	\$		\$	217,000	\$	217,000
State Tax Reimbursement			\$	75	\$ 	\$	-	\$		\$	T.	\$	938
Local Tax Reimbursement			\$	-0	\$ -	\$	-	\$		\$		\$	1,264
					 			_					

School & Local

Local-Only

# Tax Increment Financing Reimbursement Table Former Warren Transmission Plant Warren, Michigan November 11, 2024

Local Only Costs	\$	13,611,000	\$ 13,	611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000
Local Tax Reimbursement			\$	- FX			\$	(=)	\$	-	\$	-	\$	-
Total Local Only Reimbursement Balance			\$ 13,	611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000	\$	13,611,000
Total Annual Developer Reimbursement	22		\$	-	\$	-	\$		\$	-	\$	-	\$	239,426
LOCAL BROWNFIELD REVOLVING FUN	Ĭ.													
LBRF Deposits *			\$	-	\$	1(=)	\$	-	\$	9 <b>=</b> 0	\$		\$	4
			4		4		1		1 4		4		-	
State Tax Capture	\$	-	\$	-	\$		5		5	-	5	-	\$	

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

## Footnotes:

**Total LBRF Capture** 

- (1) Assumes taxable value increases based on proposed build out, plus 2% annual increases for inflation thereafter. 2025 is the first year of TIF Capture and reimbursements are shown with year delay to reflect true cash flow.
- (2) Assumes Millage Rates remain constant.
- (3) Assumes 12yr PA 198 w/out 6 mill SET abatement.

# Proposed Redevelopment 4th Amended Brownfield Plan

for the

# Former Hartsig Junior High School 8525 Cole Drive

Warren, Macomb County, MI 48093





Prepared for	Prepared By
	ASSOCIATED ENVIRONMENTAL SERVICES-LLC
Towne Center Apartments c/o V.I.P Homes, Inc. 52188 Van Dyke Suite 105 Shelby Township, MI 48316 Attn: Mr. Vito Castellana T (586) 634-7540 E vito.viphomes@gmail.com	Mr. Nicholas G. Maloof, RPG President and General Counsel Associated Environmental Services, LLC 40701 Woodward Avenue, Suite 50 Bloomfield Hills, MI 48304 T (248) 203-9898 F (248) 422-2177 M (248) 250-2525 E ngm@associatedenvironmental.net W www.associatedenvironmental.net

Plan Preparation Date: May 29, 2017, Amended January 15, 2020, 2<sup>nd</sup> Amended October 8, 2020, 3<sup>rd</sup> Amended August 4, 2021, 4<sup>th</sup> Amended May 27, 2025

Approved by the Brownfield Redevelopment Authority on: June 1, 2017

Approved by the Warren City Council on: September 17, 2021 (via

Consent Judgment)

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**Environmental Services** 

Land Development

Real Estate Consulting

ASSOCIATED ENVIRONMENTAL SERVICES·LLC

40701 Woodward Avenue, Suite 50 Bloomfield Hills, Michigan 48304

May 27, 2025

City of Warren Brownfield Redevelopment Authority c/o Department of Community, Economic & Downtown Development ED DDA TIFA CDBG BRA City of Warren One City Square, Suite 215 Warren, Michigan 48093 Attn: Mr. Tom Bommarito, Director

# Associated Environmental Services, LLC Project No. 2025013001.01

RE: 4<sup>th</sup> Amended Brownfield Plan for the former Hartsig Jr. High School building located at 8525 Cole Drive in Warren, Macomb County, Michigan

Dear Mr. Bommarito:

Pursuant to our meetings, conversations and previously submitted (1) "Application for Inclusion in the Warren Brownfield Plan;" (2) Brownfield Plan dated May 29, 2017 Approved by the WBRA at the June 1, 2017 WBRA meeting; and (3) Amended Consent Judgment; Civil Action No. 2019-004998-AA, attached is the 4<sup>th</sup> Amended Brownfield Plan for the proposed redevelopment of the former Hartsig Jr. High School located at 8525 Cole Drive in Warren, Macomb County, Michigan (the "Property"). This 4<sup>th</sup> Amended Brownfield Plan is intended to be an update to the original Plan approved by the WBRA at their June 1, 2017 meeting and amended several times thereafter, including by the Amended Consent Judgment; Civil Action No. 2019-004998-AA, dated September 17, 2021.

The condition of the Property had been determined to be an impediment to its redevelopment. The Property is designated as blighted and functionally obsolete by the City Assessor due to the former vacant building that was originally designed, built and operated as a public school and subsequently operated by a private charter school prior to closing and falling into disrepair. The structure was an attractive nuisance and had suffered breaking and entering, vandalism and water intrusion. The building had become dilapidated and was demolished to support other uses of the Property as outlined in the previously approved Brownfield Plan. As the Property was physically and visually impacted (blighted) and was not useable in its then current condition (functionally obsolete), incentives are necessary to equalize the costs of re-developing the Property versus developing a Greenfield site and "level the playing field" to attract developers and tenants to the Property.

It is unknown at this time whether the Property qualifies as a "facility" as that term is defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended. A Phase I ESA is in the process of being conducted for the Property and Phase II ESA activities have not yet been conducted.

Therefore, this Amended Brownfield Plan ("Plan") is based on the "blighted" and "functionally obsolete" determination made by the City of Warren Assessor. The Plan incorporates: (1) a 10% BRA Management Fee collection; (2) a base land value of \$552,060.00 and Taxable Value of \$276,030.00 from the 2024 tax roll obtained from online Assessing Records; and (3) an "Indicated Value" of \$12,331,659.00 and a Taxable Value of \$6,165,000.00 for the Project when completed based on the approved Site Plan, Renderings, and proposed Rent.

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

City of Warren Brownfield Redevelopment Authority

RE: Proposed former Hartsig Jr. High School Redevelopment, 8525 Cole Drive, Warren, Macomb County, Michigan May 27, 2025

Page 2 of 2

The Property has been split from the parent tax parcel that contained both the Our Lady of Redemption Church and the former Hartsig Junior High School Property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property had not been on the property tax rolls for well over sixty (60) years and was recently added to the tax rolls as vacant land after demolition of the former structure.

The proposed redevelopment will put the Property back on the tax rolls and assessed for ad valorem taxes for the first time since it was developed as a school. In addition, in order to help the City of Warren offset its expenses, the TIR Cash Flow Table is calculated with an eighty/ten/ten (80/10/10) Local and School TIR sharing ratio as follows:

- Eighty (80) percent Local and School TIR sharing ratio paid to Developer;
- Ten (10) percent Local and School TIR sharing ratio paid to the City of Warren BRA (WBRA) for BRA Management and Expenses; and
- Ten (10) percent of Local and School TIR sharing ratio paid to the taxing jurisdictions (both Local and School) as EGLE and MEDC/MSF Policy requires the same proportional sharing ratio be applied to School Tax Capture if any is applied to Local Tax Capture. Therefore, concurrent with the Local TIR sharing ratio, the same ten (10) percent sharing ratio will be applied to the School Tax Capture.

As the SET is split between the BRA for capture and the State RLF for the 1<sup>st</sup> 25 years, only the portion being captured by the BRA will be reduced by the 10% and calculated as a pass through to the schools. In addition, the School Operating capture will be reduced by 10% and calculated as a pass through to the schools.

The intent of this Brownfield Plan is to present the proposed project, outline the substantial new investment proposed to be made in the City of Warren and describe the eligible activities on behalf of the Developer, Towne Center Apartments c/o V.I.P. Homes, Inc., which is under a Purchase Agreement to purchase the Property from Cole Street Investments, L.L.C., the current owner/seller entity identified in the Amended Consent Judgment; Civil Action No. 2019-004998-AA. Developer is investing an estimated \$25,690,000.00 to develop the Project.

The amount to be reimbursed to the Developer under this Brownfield Plan shall not exceed the total estimated eligible activities to be incurred by the Developer of +/- \$6,248,190.00 plus +/- \$1,743,915.00 in MSHDA Financing Gap (Rental Gap) Funding or a total of +/-\$7,992,105.00. The developer estimates that it will incur up to \$727,928.00 for EGLE eligible activities, \$4,655,227.00 for MSF eligible activities, and \$863,035.00 for MSHDA eligible activities totaling \$6,248,190.00, including the 15% contingency required under the statute.

Should you have any questions or comments, please contact the undersigned at (248) 203-9898.

Sincerely,

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

liches & Molor

Nicholas G. Maloof, RPG

Project Manager

NGM/jap

G:My Drive/Vito Castellana2025013001.01.cole street, warren.bp/Brownfield Plan/4th Amended Brownfield Plan.VIP Homes re Hartsig Jr High Redevelopment, 8525 Cole Dr, Warren, MI.Final.5-27-2025.docx

# **PROJECT SUMMARY\***

**Project Name:** Former Hartsig Jr. High Redevelopment project being

developed by Towne Center Apartments ("Developer")

as the "Village at the Park" Apartments

Estimated Eligible Developer Reimbursable Costs: \$6,248,190.00

Estimated Eligible Developer MSHDA Financing Gap Capture: \$1,743,915.00

Estimated Years to Complete Developer Payback for Eligible Activities: +/- 26 years

Estimated Years of MSHDA Financing Gap Capture: 30 years

Estimated Eligible Investment by Developer: \$25,690,000.00 plus Personal Property

**Annual Tax Revenue Before Project:** 

Address	Parcel #	2024
8525 Cole Drive	13-10-376-004	\$18,680.00
Total Current Ta	\$18,680.00	

<b>Estimated Total Annual Tax Revenue After</b>	\$417,222.00 <sup>1</sup> in Year 1 (the 1 <sup>st</sup> year of fully completed project)
<b>Project Completion (Gross Taxes Payable)</b>	

<b>Estimated Total Increase in Tax Revenue</b>	\$398,542.00 <sup>1</sup> in Year 1 (the 1 <sup>st</sup> year of fully completed project)
After Project Completion	

<b>Estimated Total Capturable Tax Revenue</b>	\$367,695.00 <sup>1</sup> in Year 1 and beyond (the 1 <sup>st</sup> year of fully
After Project Completion (Net of Base Taxes, Debt	completed project)
Millages, Zoo and DIA):	

 $<sup>^{1}</sup>$ Based on estimated Assessed and Taxable Values provided by City Assessor. Actual Assessed and Taxable Values may differ.

Estimated Total TIR Capture for Developer: \$7,992,105.00 to Developer

Estimated Total WBRA Administrative Capture: \$1,039,291.00 (10% of total TIR capture)

**Estimated Total Capture for WBRA LSRRF: \$0.00** 

<sup>\*</sup>Note that due to spreadsheet calculation rounding operations, the totals of some estimated values may not match up exactly

# **Project Overview**

The Property is comprised of the former Hartsig Jr. High School building and grounds located at 8525 Cole Drive in Warren, Macomb County, Michigan and consists of a rectangular shaped property located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The school structure appears to have been constructed in the 1960's as a public school and then purchased and operated by Our Lady of Redemption Melkite Catholic Church until being sold to Cole Street Investments, LLC as the then proposed Developer (now owner/seller) in March 2019.

The Property was split from the parent tax parcel that contains both the Our Lady of Redemption Church and the former Hartsig Junior High School property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property had not been on the property tax rolls for well over sixty (60) years. The parcel comprising the Property is legally described as follows (legal information obtained from Developer and City of Warren Online Assessing Records for the parent parcel):

Address	Parcel Number	Assessing Records Legal Description
8525 Cole Dr.	12-13-10-376-004	T1N, R12E, SEC 10; COMM AT S 1/4 POST SEC 10; TH N00*29'01"E 692.52 FT; TH
		S89*51'28"W429.61 FT TO POB; TH S89*51'28"W188.31 FT; TH N00*29'35"E 60.00FT; TH
		S89*51'28"W 380.19 FT; TH N00*15'08"W569.09 FT; TH N89*50'50"E 568.29 FT; TH
		S00*12'01"E 629.19 FT TO POB 7.681 AC
	T	
		Site Plan Legal Description
		LEGAL DESCRIPTION PARCEL-1:
		PART OF THE SW ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF
		WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED
		AS FOLLOWS
		COMMENCING AT THE S ¼ CORNER OF SAID SECTION 10, THENCE N00°29'01" F 692 52
		ALONG THE N-S ¼ LINE OF SECTION 10, THENCE S89°51'28"W 43 00 FEET TO THE SE
		CORNER OF THE SAID PROPERTY, THENCE CONTINUING S89°51'28"W 386 61 FEET TO THE POINT OF BEGINNING OF PARCEL-1; THENCE S89°51'28"W 188 31 FEFT, THENCE
		N00°29'35"E 60 00 FEET; THENCE S89°51'28"W 380 19 FEET, THENCE N00°15'08"W 569 09
		FEET, THENCE N89°50'50"E 568 29 FEET; THENCE S00°12'00"W 629.19 FEET TO THE POINT
		OF BEGINNING
		CONTAINING ± 334,567 92 SQUARE FEET- ±7 681 ACRES, MORE OR LESS
		SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY
		EASEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE

The post-split legal description describes the Property proposed to be developed with the Project. A land survey as well as site plans and engineering drawings have been completed depicting the boundaries of the Property as well as the layout of the proposed Project.

The proposed Project consists of 138 apartment units, comprised of a mix of forty-six (46) one-bedroom and ninety-two (92) two-bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately +/-900 square feet (ft2) in size and each of the one bedroom units is anticipated to be approximately +/-700 ft2 in size. The total project is estimated to be 139,200 ft2 and therefore each of the four buildings is approximately 39,800 ft2 in size.

Accordance to the Site Plan, 276 resident asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan, including 16 handicapped parking spaces. In

addition, a surface water detention/retention pond will be used as an amenity with greenscaped areas installed to compliment the development.

The condition of the Property was determined to be an impediment to its redevelopment. The Property is designated as blighted and functionally obsolete by the City of Warren Assessor due to the former vacant building that was originally designed, built and operated as a public school and subsequently operated by a private charter school prior to closing and falling into disrepair. The structure is an attractive nuisance and had suffered breaking and entering, vandalism and water intrusion. The building had become dilapidated and was demolished to support other uses of the Property as approved in the approved Brownfield Plan. As the Property was visually impacted (blighted) and not useable in its then current condition (functionally obsolete), this 4<sup>th</sup> Amended Brownfield Plan ("Plan") is based on the "blighted" and "functionally obsolete" determination previously made by the City of Warren Assessor as a basis to approve the previously approved Brownfield Plan.

Based on the foregoing, the Property is eligible under P.A. 381, as amended, to obtain reimbursement for the reasonably necessary Eligible Activities necessary to redevelop the Property for its intended use, provide MSHDA TIF Financing Gap funding, as well as reimbursement for public infrastructure improvements.

The Eligible Activities described in this Brownfield Plan Amendment are related to the specific activities necessary to complete the proposed development. The Project is seeking reimbursement through tax Increment Financing (TIF) for specific Brownfield activities that pose an impediment to the redevelopment of the Property and to support the development of the Project, including Workforce Housing TIF Financing Gap funding, as well as specific public infrastructure improvements.

The portion of the Project that involved asbestos abatement, demolition and disposal of the former school structures has been completed by the current owner/seller under the 3<sup>rd</sup> Amended Brownfield Plan. Additional planned activities include demolition of any remaining existing improvements, site development and grading, plus the installation of new utilities and infrastructure appropriate for the proposed development. Appropriate environmental measures will be implemented to prevent exposure from hazardous materials and to protect human health, safety, and the environment. As part of the proposed redevelopment project, the Property will be cleared of any remaining buildings, building footings or foundations, utilities, and equipment as part of pre-development site preparation activities.

The new apartment buildings and related improvements will be constructed after completion of all demolition and site preparation activities.

## **Full-time Jobs**

According to Developer, the proposed project will create an estimated 15 to 17 new full-time permanent jobs directly resulting from the new development. The total estimated annual payroll for the 15 to 17 full-time jobs is \$530,400.00 or more annually once the Project is constructed and fully operational after 2026. Please see the Job Creation Tables in **Appendix B**.

### **Construction Related Jobs**

In addition to the full-time jobs created by the project, according to Developer, the proposed Project will create an estimated fifty (50) full time equivalent temporary construction jobs with an estimated payroll of approximately \$6,9210,200.00 per year over the estimated 1.5 year construction period, all directly Page iii of iv

resulting from the construction planned on the Property. Please see the Job Creation Tables in **Appendix B**.

## **Brownfield Incentives**

This Plan has been prepared to provide for Tax Increment Financing, from Local and State Tax Capture, for reimbursement of Eligible Activities necessary to redevelop the Property, including MSHDA TIF Financing Gap funding. Developer reserves the right to apply for additional incentives. And intends to do so, including Michigan Department of Environment, Great Lakes and Energy (EGLE) grants & loans, Macomb County grants & loans, Michigan Economic Development Corporation / Michigan Strategic Fund (MEDC/MSF) Business Development Program, MEDC/MSF Community Revitalization Program (CRP) grants & loans, P.A. 210, P.A. 239 or other tax abatements and other programs/sources that may supplement or decrease the total TIR captured.

# I. INTRODUCTION AND PURPOSE

The City of Warren, Macomb County, Michigan has established a Brownfield Redevelopment Authority pursuant to the provisions of the Brownfield Redevelopment Financing Act, M.C.L. §125.2651 *et seq.* This Brownfield Plan ("Plan") applies to the proposed Apartment Redevelopment Project within the boundaries of the City of Warren, Macomb County, Michigan. The proposed Apartment project is being developed by Towne Center Apartments c/o V.I.P. Homes, Inc. ("Developer").

The proposed redevelopment site is comprised of the former Hartsig Jr. High School located at 8525 Cole Drive in Warren, Macomb County, Michigan (the "Property") and consists of a rectangular shaped property located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The existing structure appears to have been constructed in the 1960's as a public school and then purchased and operated by Our Lady of Redemption Melkite Catholic Church until being sold to Cole Street Investments, L.L.C. (original Developer, now owner/seller) in March 2019. According to City of Warren Assessing records, the sale date to Cole Street Investments, L.L.C. was March 28, 2019 and the Grantor was DIOCESE OF NEWTON FOR THE MELKITES (Catholic Church). Towne Center Apartments has entered into an agreement to purchase the Property from Cole Street Investments, L.L.C., subject to the approval of this 4th Amended Brownfield Plan, amongst other conditions.

The Property was split from the parent tax parcel that contained both the Our Lady of Redemption Church and the former Hartsig Junior High School Property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property had not been on the property tax rolls for well over sixty (60) years. The Property is legally described as follows (legal information obtained from Developer for the split parcel and City of Warren Online Assessing Records):

Address	Parcel Number	Assessing Records Legal Description	Owner
8525 Cole Dr.	12-13-10-376-004	T1N, R12E, SEC 10; COMM AT S 1/4 POST SEC 10;	COLE STREET
		TH N00*29'01"E 692.52 FT; TH S89*51'28"W429.61	INVESTMENTS LLC
		FT TO POB; TH S89*51'28"W188.31 FT; TH	2669 Gratiot Avenue
		N00*29'35"E 60.00FT; TH S89*51'28"W 380.19 FT;	Detroit, MI 48207
		TH N00*15'08"W569.09 FT; TH N89*50'50"E 568.29	
		FT; TH S00*12'01"E 629.19 FT TO POB 7.681 AC	
		Site Plan Legal Description (Post-split)	
		LEGAL DESCRIPTION PARCEL-1:	
		PART OF THE SW % OF SECTION 10 TOWN 1 NORTH, RANGE 12 EAST CITY OF WARREN MACOMB COLNTY MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS  COMMENCING, AT THE 5 % CORNER OF SAID SECTION 10, THENCE N00°29'01'F 692.52  ALONG THE NS 40 LINE OF SECTION 10 THENCE S80°12'RW 43 00 FEPT TO THE SE  CORNER OF THE SAID PROPERTY THENCE CONTINUING S80°51'28'W 386 6F FEET TO THE FOLKT OF BEGINNING OF PARCIELT THENCE S80°31'28'W 380 OF FEET TO THENCE S80°00'9EFT THENCE NOO"9'05'85' 6000 FEET THENCE S80°31'28'W 380 OF FEET THENCE NOO"1508'W 509 00  FEET THENCE N80°95'05'' 508 29 FEET THENCE S00''12'00''W 62'9, 19 FEET TO THE POINT OF BEGINNING  CONTAINING 2.334-567 92 SQUARE FEET ±7.681 ACRES MORE OR LESS.  SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND-OR ANY FASSEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE.	

The post-split legal description describes the Property proposed to be developed with the Project. A land survey as well as site plans and engineering drawings have been completed depicting the boundaries of the Property as well as the layout of the proposed Project.

The former school buildings and asphalt paved parking areas covered a majority of the entire Property for decades. Developer is currently undertaking the redevelopment subject to: (1) the approval of this Plan; and (2) approval of all permits by the City of Warren that are necessary to develop the proposed Project. Please see **Attachment A** for additional legal description information and a Preliminary Site Plan.

The proposed Project consists of 138 apartment units, comprised of a mix of forty-six (46) one-bedroom and ninety-two (92) two-bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately +/-900 square feet (ft2) in size and each of the one bedroom units is anticipated to be approximately +/-700 ft2 in size. The total project is estimated to be 139,200 ft2 and therefore each of the four buildings is approximately 39,800 ft2 in size.

In accordance with City of Warren requirements, 276 resident designated asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan, including 16 handicapped parking spaces. In addition, a surface water detention/retention pond will be used as an amenity with greenscaped areas installed to compliment the development.

All proceeds from the Brownfield Plan TIR capture shall accrue to the benefit of and be paid to Developer. For all purposes under P.A. 381 and other related statutes, Developer shall be designated as the "Qualified Taxpayer" to receive all TIR reimbursements.

The purpose of this Plan, to be implemented by the City of Warren Brownfield Redevelopment Authority ("Authority"), is to satisfy the requirements for a Brownfield Plan as specified in the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended, to authorize tax increment financing ("TIF") of Eligible Activities and the collection of tax increment revenue ("TIR"), and to authorize the application for Michigan Community Revitalization Program ("CRP") incentive, P.A. 210, P.A. 239 or other tax abatements, and other available incentives for eligible properties, if available, at the option of Developer.

# II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All terms used in this Brownfield Plan are defined as provided in the following statutes, as appropriate:

- ♦ The Brownfield Redevelopment Financing Act, 1996 Mich. Pub. Acts 381, M.C.L. § 125.2651 et seq., as amended.
- ◆ The Natural Resources and Environmental Protection Act, 1994 Mich. Pub. Acts 451, M.C.L. § 324.20101 et seq., as amended.

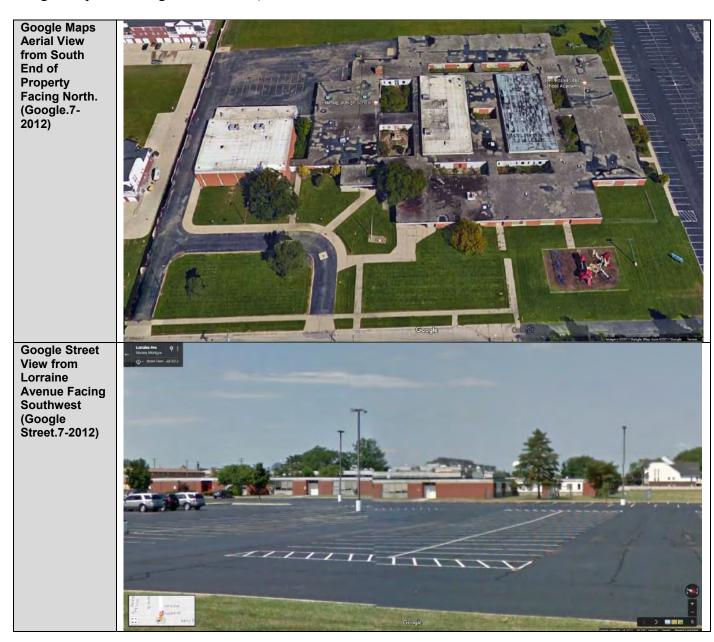
## III. DESCRIPTION OF PROJECT

The proposed Project consists of 138 apartment units, comprised of a mix of forty-six (46) one-bedroom and ninety-two (92) two-bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately +/-900 square feet (ft2) in size and each of the one bedroom units is anticipated to

be approximately +/-700 ft2 in size. The total project is estimated to be 139,200 ft2 and therefore each of the four buildings is approximately 39,800 ft2 in size.

In accordance with City of Warren requirements, 276 resident designated asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan, including 16 handicapped spaces. In addition, a surface water detention/retention pond will be used as an amenity with greenscaped areas installed to compliment the development. Note that the site plan and development were approved via an Amended Consent Judgment dated September 17, 2021.

The prior use of the Property is evidenced in the depictions below (all information obtained from Google Maps and Google Street View):



The condition of the Property had been determined to be an impediment to its redevelopment. The Property is designated as blighted and functionally obsolete by the City Assessor due to the former vacant building originally designed, built and operated as a public school and subsequently operated by a private charter school prior to closing and falling into disrepair. The structure was an attractive nuisance and had suffered multiple episodes of breaking and entering, vandalism and significant water intrusion. The structure had become dilapidated and was demolished to support other uses of the Property as outlined in the previously approved 3<sup>rd</sup> Amended Brownfield Plan. As the Property was visually impacted (blighted) and not useable in its then current condition (functionally obsolete), this Brownfield Plan ("Plan") is based on a "blighted1" and "functionally obsolete2" determination being made by the City of Warren Assessor.

<sup>1</sup>The Property qualifies as "blighted," and therefore Developer is seeking a formal determination of "blight" from the City of Warren. Under MCL 125.2652(2)(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:

- (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
- (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vi) Is property owned or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act. (vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

<sup>2</sup>The Property qualifies as "functionally obsolete," and therefore Developer obtained a formal determination of "functional obsolescence" from the City of Warren Assessor. Under MCL 125.2652(u) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Based on the foregoing, the Property is eligible under P.A. 381, as amended, to obtain reimbursement for the reasonably necessary Eligible Activities necessary to safely redevelop the Property for its intended use, MSHDA TIF Funding Gap financing, as well as reimbursement for public infrastructure improvements.

The Project will involve due diligence activities, hazardous materials abatement/remediation activities, demolition and disposal of the existing structures and all existing improvements as well as site preparation related to the remediation and demolition activities. The new buildings will be constructed after completion of all demolition and site preparation activities. Access to the buildings and parking areas will continue to be from Cole Drive.

# A. Community Impact / Public Benefit

The public benefit of incentivizing the Project is multi-dimensional.

First, the Property was designated as blighted and functionally obsolete. There is no indication that the structure would offer any conceivable benefit to the community and in its then current state constitute a blight impairing neighboring Properties and was an attractive nuisance to vandals and trespassers. Redevelopment is necessary to re-integrate the Property into the neighborhood and for the Property to realize its highest and best use.

Secondly, the proposed redevelopment involves significant infrastructure investment, most notably along Cole Drive as well as walkway connections linking Cole Drive, the east adjoining property and the greater Downtown Warren area.

Third, the Property has never been on the City's property tax rolls in any significant valuation as it was initially developed and used by Warren Consolidated schools as a Junior High School and then acquired and used by Our Lady of Redemption Melkite Catholic Church for lease to a private charter school. The proposed development will add the Property to the tax rolls and create new ad valorem tax revenue for the City, County and State of Michigan.

Lastly, the proposed redevelopment supports the City of Warren's efforts to realize its vision for promoting a walkable community in the 12 Mile Road and Van Dyke (M-53) area. The combination of redevelopment and infrastructure investment will significantly increase commerce in the area by promoting foot traffic and better access to Tech Plaza (commercial retail center) as well as the urban center of Warren surrounding the City Hall plaza.

In addition, it is anticipated that the proposed new development will be constructed at a total estimated cost of more than \$25,690,000.00 plus Personal Property as projected by Developer. This is an increase of approximately \$25,137,940.00 plus Personal Property over and above the existing True Cash Value of \$552,060.00 with an Assessed Value of \$276,030.00 (as obtained from City of Warren Online Assessing Records).

The project will transform the district surrounding the Property, increase the tax base, create new jobs and improve the character of the area as well support the walkability of the area with close access to the City Hall and surrounding plaza and public amenities.

#### IV. THE PROPERTY ADDRESSED IN THIS PLAN IS ELIGIBLE PROPERTY

The Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, is:

"AN ACT to authorize municipalities to create a brownfield redevelopment authority to facilitate the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; to prescribe the powers and duties of brownfield redevelopment authorities; to permit the issuance of bonds and other evidences of indebtedness by an authority; to authorize the acquisition and disposal of certain property; to authorize certain funds; to prescribe certain powers and duties of certain state officers and agencies; and to authorize and permit the use of certain tax increment financing."

The Brownfield Redevelopment Financing Act defines "eligible property" to include "...property... that was used or is currently used for commercial, industrial, public, or residential purposes that is... in a qualified local governmental unit, that is owned or under the control of a land bank fast

track authority, or that is located in an economic opportunity zone, and is a facility, historic resource, functionally obsolete, or blighted...and contiguous parcels..." M.C.L. §125.2652(p). Eligible property includes "...personal property located on the property..." *Id.* More specifically:

Under MCL 125.2652(2)(p) "Eligible property" means either of the following:

- (i) Except as otherwise provided in sub-subparagraph (G), property for which eligible activities are identified under a brownfield plan that was used or is currently used for commercial, industrial, public, or residential purposes, including personal property located on the property, or former dumps, landfills, and other areas filled with nonnative material, to the extent included in the brownfield plan, and that meets 1 or more of the following conditions listed in sub-subparagraphs (A) to (F):
  - (A) Is in a qualified local governmental unit and is a facility or a site or property as those terms are defined in part 213, historic resource, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.
  - (B) Is not in a qualified local governmental unit and is a facility, historic resource, functionally obsolete, blighted, or a site or property as those terms are defined in part 213, and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.
  - (C) Is tax reverted property owned by or under the control of a land bank fast track authority.
  - (D) Is a transit-oriented development or transit-oriented property.
  - (E) Is located in a qualified local governmental unit and contains a targeted redevelopment area.
  - (F) Is undeveloped property that was eligible property in a previously approved brownfield plan abolished under section 14(8).
  - (G) Eligible property does not include qualified agricultural property exempt under section 7ee of the general property tax act, 1893 PA 206, MCL 211.7ee, from the tax levied by a local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211.
- (ii) Housing property for which eligible activities are identified under a brownfield plan, including personal property located on the property, to the extent included in the brownfield plan.
- M.C.L. § 125.2652(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:
  - (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
  - (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
  - (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
  - (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
  - (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local

governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

- (vi) Is property owned or under the control of a land bank fast track authority under the land bank fast track act, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.
- M.C.L. § 125.2652(o) "Eligible activities" or "eligible activity" means 1 or more of the following: (i) For all eligible properties, eligible activities include all of the following:
  - (A) Department specific activities.
  - (B) Relocation of public buildings or operations for economic development purposes.
  - (C) Reasonable costs of environmental insurance.
  - (D) Reasonable costs incurred to develop and prepare brownfield plans, combined brownfield plans, or work plans for the eligible property, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.
  - (E) Reasonable costs of brownfield plan and work plan implementation, including, but not limited to, tracking and reporting of data and plan compliance, including costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities, and the reasonable costs incurred to estimate and determine actual costs incurred, whether those costs are incurred by a municipality, authority, or private developer.
  - (F) Demolition of structures or site improvements that are not a response activity, including removal of manufactured debris composed of discarded, unused, or unusable manufactured by-products left on the site by a previous owner. The removal of the manufactured by-products left on the site described in this sub-subparagraph is not eligible for interest reimbursement under sub-subparagraph (H).
  - (G) Lead, asbestos, or mold abatement.
  - (H) Except as otherwise provided in sub-subparagraph (F), the repayment of principal of and interest on any obligation issued by an authority to pay the costs of eligible activities attributable to an eligible property.
  - (ii) For housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, eligible activities include all of the following:
    - (A) The activities described in subparagraph (i).
    - (B) Housing development activities.
    - (C) Infrastructure improvements that are necessary for housing property and support housing development activities.

- (D) Site preparation that is not a response activity and that supports housing development activities.
- (iii) For eligible properties located in a qualified local governmental unit, or an economic opportunity zone, or that are a former mill, eligible activities include all of the following:
  - (A) The activities described in subparagraph (i).
  - (B) Infrastructure improvements that directly benefit eligible property.
  - (C) Site preparation that is not a response activity.
- (iv) For eligible properties that are owned by or under the control of a land bank fast track authority, or a municipality or authority, eligible activities include all of the following:
  - (A) The eligible activities described in subparagraphs (i), (ii), and (iii).
  - (B) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.
  - (C) Assistance to a municipality or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a municipality or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes.
- (v) For eligible activities on eligible property that is included in a transformational brownfield plan, any demolition, construction, restoration, alteration, renovation, or improvement of buildings or site improvements on eligible property, including infrastructure improvements that directly benefit eligible property.
- (vi) For eligible activities on eligible property that is a qualified facility that is not located in a qualified local governmental unit and that is a facility, functionally obsolete, or blighted, the following additional activities:
  - (A) The activities described in subparagraph (i).
  - (B) Infrastructure improvements that directly benefit eligible property.
  - (C) Site preparation that is not a response activity.
- M.C.L. § 125.2652(l) "Department specific activities" means baseline environmental assessments, due care activities, response activities, and other environmentally related actions that are eligible activities and are identified as a part of a brownfield plan that are in addition to the minimum due care activities required by part 201, including, but not limited to:
- (i) Response activities that are more protective of the public health, safety, and welfare and the environment than required by section 20107a, 20114, or 21304c of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20107a, 324.20114, and 324.21304c.
  - (ii) Removal and closure of underground storage tanks pursuant to part 211 or 213.
  - (iii) Disposal of solid waste, as defined in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11587, from the eligible property, if the solid waste was not generated or accumulated by the authority or the developer.
  - (iv) Dust control related to construction activities.
  - (v) Removal and disposal of lake or river sediments exceeding part 201 criteria from, at, or related to an economic development project if the upland property is either a facility or would become a facility as a result of the deposition of dredged spoils.
  - (vi) Industrial cleaning.

- (vii) Sheeting and shoring necessary for the removal of materials exceeding part 201 criteria at projects requiring a permit pursuant to part 301, 303, or 325 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.30101 to 324.30113, 324.30301 to 324.30328, and 324.32501 to 324.32515a.
- (viii) Lead, mold, or asbestos abatement when lead, mold, or asbestos pose an imminent and significant threat to human health.
- (ix) Environmental insurance.
- M.C.L. § 125.2652(r) "Facility" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.
  - Under M.C.L. § 324.20101(s) "Facility" means any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, parcel or parcels of property, or portion of a parcel of property where any of the following conditions are satisfied:
  - (i) Response activities have been completed under this part or the comprehensive environmental response, compensation, and liability act, 42 USC 9601 to 9675, that satisfy the cleanup criteria for unrestricted residential use.
  - (ii) Corrective action has been completed under the resource conservation and recovery act, 42 USC 6901 to 6992k, part 111, or part 213 that satisfies the cleanup criteria for unrestricted residential use.
  - (iii) Site-specific criteria that have been approved by the department for application at the area, place, parcel of property, or portion of a parcel of property are met or satisfied and hazardous substances at the area, place, or property that are not addressed by site-specific criteria satisfy the cleanup criteria for unrestricted residential use.
  - (iv) Hazardous substances in concentrations above unrestricted residential cleanup criteria are present due only to the placement, storage, or use of beneficial use by-products or inert materials at the area, place, or property in compliance with part 115.
  - (v) The property has been lawfully split, subdivided, or divided from a facility and does not contain hazardous substances in excess of concentrations that satisfy the cleanup criteria for unrestricted residential use.
  - (vi) Natural attenuation or other natural processes have reduced concentrations of hazardous substances to levels at or below the cleanup criteria for unrestricted residential use.
- M.C.L. § 125.2652(x) "Housing development activities" means 1 or more of the following:
  - (i) Reimbursement provided to owners of rental housing units for qualified rehabilitation.
  - (ii) Costs for infrastructure available for public use and safety improvements necessary for a housing project.
  - (iii) Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
  - (iv) Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
  - (v) Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to

accommodate an income qualified purchaser household or income qualified renting household.

(vi) Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households and to assist with costs related to infrastructure improvements and site preparation that are not a response activity and that are necessary for new housing development for income qualified households on eligible property.

The Activities Identified In the Plan Are Eligible Activities. The eligible activities are identified in Sections V(A) and V(B) of this Plan.

The Property Was Used for Institutional and Commercial Purposes. The Property is comprised of a former Warren Consolidated Schools Jr. High School on a rectangular shaped property on Cole Drive located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The Property was subsequently occupied by Ben Ross Public School Academy, a private charter school, which was closed in 2013. The City of Warren Assessor determined that the condition of the Property qualified it as "blighted" and "functionally obsolete."

The Property qualifies as "blighted" and "functionally obsolete" and the City Assessor is in the process of preparing the formal determination.

Based upon the foregoing, the eligible property identified by this Plan is therefore eligible under P.A. 381, as amended, for reimbursement of the planned activities.

### V. BROWNFIELD PLAN REQUIREMENTS OF M.C.L. § 125.2663(1)

M.C.L. §125.2663(2) requires several items to be included in a Brownfield Plan. These items are addressed below.

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

A description of the costs of the plan intended to be paid for with the tax increment revenues..." M.C.L. § 125.2663(2)(a).

Cost Summary. The following summary lists potential costs based on initial preliminary due diligence and site investigation results. This Plan seeks approval of the following general activities categories, which include: (a) Phase I ESA, Phase II ESA, BEA and Due Care Plan; (b) remediation and UST removal activities; (c) Hazardous Materials Survey (ACM, LBP, PCBs, etc.) activities; (d) Brownfield Plan and Act 381 Work Plan Preparation; (e) Health and Safety Plan Preparation; (f) Asbestos abatement and Hazardous materials removal/abatement activities; (g) Demolition and disposal of the existing structures; (h) Site security; (i) Demolition related utility removal, site preparation, utility removal, relocation and installation, and rough and finish grading activities; (j) Public infrastructure; and (k) MSHDA TIF Financing Gap Funding. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and School Taxes.

Tax increment revenues will be used to reimburse the Developer for the eligible activities described in (a) through (k), above, all eligible activities permitted under the Brownfield

Redevelopment Financing Act. Please see the detailed Table 1 (EGLE Eligible Activities), Table 2 (MSF Eligible Activities) and Table 3 (MSHDA Workforce Housing Eligible Activities) attached as Appendix C which are incorporated herein as if set forth in full. The activities would generally be implemented in a phased approach, in the following general order:

- a. As much as \$25,500.00 may be spent conducting Baseline Environmental Assessment (BEA) activities conducting due diligence for the project (Phase I ESA, Phase II ESA, BEA and other environmental due diligence activities).
- b. As much as \$3,500.00 may be spent preparing a Pre-development Section 7a Due Care Plan for the project;
- c. As much as \$4,500.00 may be spent preparing a Post-development Section 7a Due Care Plan for the project;
- d. As much as \$50,000.00 may be spent for Pump & Treat of Contaminated Groundwater During Construction for the project;
- e. As much as \$144,000.00 may be spent for Soil Excavation, Loading, Transportation and Disposal for hazardous and non-hazardous foundation spoils;
  - f. As much as \$10,000.00 may be spent for Soil Verification Sampling for the project;
  - g. As much as \$3,500.00 may be spent for Health & Safety Plan for the project;
  - h. As much as \$15,000.00 may be spent for Project Management for the project;
  - i. As much as \$3,000.00 may be spent for Soil Erosion Measures for the project;
- j. As much as \$1.00 may be spent for Incremental Costs for Greenspace Encapsulation for the project;
- k. As much as \$1.00 may be spent for Incremental Costs for Encapsulation (Building and Parking) for the project;
- 1. As much as \$10,000.00 may be spent for Vapor Intrusion Assessment for the project;
- m. As much as \$150,000.00 may be spent for Soil Vapor Assessment, Pilot Test and Sub-slab Depressurization System / Vapor Mitigation for the project;
- n. As much as \$16,000.00 may be spent for Due Care related Work Plans, Engineering, Specifications and Reports for the project;
- o. As much as \$15,000.00 may be spent for Hoist, Trench, and UST Removal Related Activities for the project;

- p. As much as \$35,000.00 may be spent for the registration, removal and closure of UST related activities;
- q. As much as \$12,000.00 may be spent for the UST Removal Observation, Sampling and Report;
- r. As much as \$6,500.00 may be spent for Additional Response related Work Plans, Engineering, Specifications and Reports for the project;
- s. As much as \$1.00 may be spent to perform a Pre-demolition Hazardous Materials Assessment of the property.
- t. As much as \$1.00 may be spent for Bid Specs and Bid Evaluation (for HazMat Abatement) of the property.
- u. As much as \$1.00 may be spent for Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring on the property.
- v. As much as \$25,000.00 may be spent for Site Security (during HazMat Abatement) on the property.
- w. As much as \$238,800.00 may be spent on Pre-demolition Asbestos, Lead and Hazardous Materials Abatement for the project;
- x. As much as \$15,000.00 may be spent to prepare Demolition Bid Specifications and obtain and evaluate Demolition Bids for the project.
- y. As much as \$1.00 may be spent on Demolition related Site Security that may include fencing, security guards or other necessary measures to help prevent site access during demolition activities;
- z. As much as \$15,000.00 may be spent on Demolition and Abatement related Project Management activities during demolition and remediation activities;
- aa. As much as \$259,782.00 may be spent for the Building Demolition (including demolition and disposal of the building, utility disconnect and removal, etc.) related activities;
- bb. As much as \$200,002.00 may be spent on Demolition of Infrastructure related activities
- cc. As much as \$50,000.00 may be spent for Cole Drive Road and Right-of-way Improvement (Pavement, landscape, sidewalk, etc.) activities;
- dd. As much as \$700,000.00 may be spent on Utility Relocation, Connection and Installation activities:
- ee. As much as \$250,000.00 may be spent on Utility Connection and Installation Storm Water Retention/Detention activities;

- ff. As much as \$1,400,000.00 may be spent on Public Infrastructure DTE/Consumers/City of Warren, etc. activities;
- gg. As much as \$30,000.00 may be spent for Geotechnical Testing & Evaluation for the project;
- hh. As much as \$250,000.00 may be spent for the Removal and Disposal of Geotechnically Non-viable Soils related activities;
  - ii. As much as \$15,000.00 may be spent for Soil Backfill and Compaction;
- jj. As much as \$18,000.00 may be spent for Site Preparation related Work Plans, Engineering, Specifications and Report related activities;
- kk. As much as \$350,000.00 may be spent on Site Preparation Rough Grading related activities;
- 11. As much as \$35,000.00 may be spent on Site Preparation Debris Removal related activities;
- mm. As much as \$156,000.00 may be spent on Site Preparation Finish Grading related activities:
- nn. As much as \$200,000.00 may be spent on Site Preparation Specialized Foundations related activities;
- oo. As much as \$80,000.00 may be spent preparing the Brownfield Plan, Act 381 Work Plan and/or MSHDA Work Plan for the project and, as requested by EGLE, MEDC/MSF and/or MSHDA agencies, \$40,000.00 will be allocated to the EGLE eligible activities and \$40,000.00 will be allocated to the MSF eligible activities;
- pp. AES estimates that a total of \$589,503.00 for EGLE, \$4,017,589.00 for MSF and \$700,030.00 for MSHDA eligible activities are proposed for the Project, plus 15% contingency;
- qq. A contingency of \$620,721.00 (\$88,425.00 for EGLE, \$602,638.00 for MSF and \$105,000 for MSHDA eligible activities) approximating 15% of estimated project costs is established to address unanticipated conditions that may be discovered during the implementation of site activities as required under P.A. 381 of 1996, as amended.
- rr. Reasonable and actual administrative and operating expenses of the Authority are permitted to be reimbursed pursuant to Section 13b(6) of the Brownfield Redevelopment Financing Act or otherwise. For purposes of this Plan, the WBRA has elected to collect an administrative fee of ten percent (10%) of the TIR.
- ss. Certain expenses incurred before approval of the Plan may be reimbursed, at the discretion of the Authority, including Phase I & II ESA, BEA and other due diligence and Due Care Plan related activities. Based on meetings and conversations with Mr. Tom

Bommarito, Director of Department of Community, Economic & Downtown Development, for the City of Warren, pre-plan approval expenses have been and may continue to be incurred. The City of Warren Brownfield Redevelopment Authority (WBRA) has agreed that all eligible activities incurred prior to Plan approval shall be included in the Plan and for those eligible activities to be reimbursed by the Authority.

All of the above activities are intended to be "eligible activities" under the Brownfield Redevelopment Financing Act.

The estimated costs outlined in a-ss, above, may increase or decrease depending on the nature and extent of any unknown or unanticipated conditions on the Property. As long as the total costs, including being adjusted by the 15% factor, have not exceeded the estimated maximum eligible activities estimate of \$6,248.190.00 plus the MSHDA Workforce Housing TIF Financing Gap Funding, the line item costs of the Eligible Activities outlined above may be adjusted between the Eligible Activities and the MSHDA Workforce Housing TIF Financing Gap after the date this Plan is approved without the need for any additional approval from City of Warren City Council or the City of Warren Brownfield Redevelopment Authority, to the extent those adjustments do not violate the terms of any EGLE, MSF or MSHDA approved work plan, if any. If necessary, this Plan may also be amended to add or delete eligible activities and the estimated cost of each.

The actual cost of eligible activities in this Plan that will qualify for payment or reimbursement from tax increment revenues of the City of Warren Brownfield Redevelopment Authority from the Property shall be governed by the terms of a Reimbursement Agreement between the Developer and the City of Warren Brownfield Redevelopment 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, which shall incorporate the information contained herein and the intent of this Plan. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the total estimated costs set forth above by more than 15% without requiring an amendment to this Plan. The amount to be reimbursed to the Developer under this Brownfield Plan shall not exceed the total estimated eligible activities to be incurred by the Developer of \$6,248,190.00 plus \$1,743,915.00 in MSHDA Financing Gap (Rental Gap) Funding or a total of \$7,992,105.00. The developer estimates that it will incur up to \$727,928.00 for EGLE eligible activities, \$4,655,227.00 for MSF eligible activities, and \$863,035.00 for MSHDA eligible activities totaling \$6,248,190.00, including the 15% contingency required under the statute.

Capture of School Taxes. This Plan provides for the capture of school taxes levied for school operating and other purposes from the eligible Property. However. If School Tax capture is not approved by the EGLE, MEDC/MSF and/or MSHDA, then all eligible activities expenses and costs shall be paid from the Local Taxes only and the estimated repayment period shall be automatically extended as necessary without any additional vote of the BRA or City Council to accommodate repayment of Developer in full or the statutory maximum of Plan duration.

#### B. Brief Summary of the Eligible Activities

A brief summary of the eligible activities that are proposed for each eligible property..." M.C.L. § 125.2663(2)(b).

The eligible activities will generally include but are not limited to: (a) Phase I ESA, Phase II ESA, BEA and Due Care Plan; (b) remediation and UST removal and related grading activities; (c) Hazardous Materials Survey (ACM, LBP, PCBs, etc.) activities; (d) Brownfield Plan and Act 381 Work Plan Preparation; (e) Health and Safety Plan Preparation; (f) Asbestos abatement and Hazardous materials removal activities; (g) Demolition and disposal of the existing structures and related site preparation activities; (h) Site security; (i) Demolition related utility removal, rough and finish grading and utility removal, relocation and installation activities; (j) Public infrastructure activities; and (k) MSHDA TIF Workforce Housing Financing Gap Funding. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and School Taxes.

### C. <u>Estimate of Captured Taxable Value and Tax Increment Revenues</u>

An estimate of the captured taxable value and tax increment revenues for each year of the plan from the eligible property. The plan may provide for the use of part or all of the captured taxable value, including deposits in the local site remediation revolving fund, but the portion intended to be used shall be clearly stated in the plan. The plan shall not provide either for an exclusion from captured taxable value of a portion of the captured taxable value or for an exclusion of the tax levy of 1 or more taxing jurisdictions unless the tax levy is excluded from tax increment revenues in section 2(ss), or unless the tax levy is excluded from capture under section 15. M.C.L. § 125.2663(2)(c).

See Attachment C for spreadsheets depicting estimated tax increment revenues for each year of the Plan. Please note that these summaries are based on the construction of the proposed. The final project specifications will depend on final site plan approvals and final density determinations of the City of Warren.

The Plan incorporates: (1) a 10% BRA Management Fee collection; (2) a base land value of \$552,060.00 and Taxable Value of \$276,030.00 from the 2024 tax roll obtained from online Assessing Records; and (3) an "Indicated Value" of \$12,331,659.00 and a Taxable Value of \$6,165,000.00 for the Project when completed based on the approved Site Plan, Renderings, and proposed Rent.

The Property has been split from the parent tax parcel that contained both the Our Lady of Redemption Church and the former Hartsig Junior High School Property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property had not been on the property tax rolls for well over sixty (60) years and was recently added to the tax rolls as vacant land after demolition of the former structure.

The proposed redevelopment will put the Property back on the tax rolls and assessed for ad valorem taxes for the first time since it was developed as a school. In addition, in order to help support the City of Warren and other taxing jurisdictions and allow current tax capture based on the new value invested and new revenue to help offset their expenses, the TIR Cash Flow Table is calculated with an eighty/ten/ten (80/10/10) Local and School TIR sharing ratio as follows.

- Eighty (80) percent Local and School TIR sharing ratio paid to Developer;
- Ten (10) percent Local and School TIR sharing ratio paid to the City of Warren BRA (WBRA) for BRA Management and Expenses; and

• Ten (10) percent of Local and School TIR sharing ratio paid to the taxing jurisdictions (both Local and School) as EGLE and MEDC/MSF Policy requires the same proportional sharing ratio be applied to School Tax Capture if any is applied to Local Tax Capture. Therefore, concurrent with the Local TIR sharing ratio, the same ten (10) percent sharing ratio will be applied to the School Tax Capture.

As the SET is split between the BRA for capture and the State RLF for the 1st 25 years, only the portion being captured by the BRA will be reduced by the 10% and calculated as a pass through to the schools. In addition, the School Operating capture will be reduced by 10% and calculated as a pass through to the schools.

This Plan will be interpreted to incorporate any changes to the Site Plan and Eligible Activities Costs and Expenses without necessitating any other approval or amendment to this Plan.

The initial taxable value of the eligible property shall be based on the 2024 taxable value.

### D. Method of Financing and Description of Advances by the Municipality

The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality. M.C.L. § 125.2663(2)(d).

It is proposed that the Developer will be advancing the costs of all eligible activities approved under this Plan. It is anticipated that the City of Warren Brownfield Authority ("WBRA" or "Authority") will authorize the Plan to capture incremental tax revenues ("TIR") from the project to reimburse the Developer for the costs estimated above. In addition, it is anticipated that the City of Warren Brownfield Authority may also elect, but is not required to, collect a percentage of the tax increment revenues for Administrative Costs related to administering the Plan for this Project.

The Authority will reimburse the Developer for the eligible costs solely from tax increment revenues from the eligible property pursuant to the terms of the Reimbursement Agreement. The Authority will reimburse for the actual costs only. Although allowed under M.C.L. § 125.2663b(12) Brownfield plan; provisions, interest will not be paid to developer under this Plan.

The Authority's obligation to reimburse the Developer is subject to receipt of tax increment revenues. If there are insufficient tax increment revenues generated on the eligible property to reimburse for the cost of all of the eligible activities during the life of the Plan, the Authority shall not be obligated to reimburse the Developer beyond the amount of tax increment revenues which have been received. To the extent that TIR is not sufficient to pay all amounts due developer in any given year, the balance owing developer will be paid from TIR collected in subsequent years until the balance is paid in full with no time limit placed on the collection and payment of eligible activities, other than the statutory maximum. Should it be necessary, the Developer or Authority may apply to amend the Plan at a later date to include additional Eligible Activities or to extend the TIR collection period or to collect and deposit TIR into the Local Brownfield Revolving Fund ("LBRF") pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658). The approval of any such Plan amendment is at the reasonable discretion of the Authority.

### E. Maximum Amount of Note or Bonded Indebtedness

The maximum amount of note or bonded indebtedness to be incurred, if any. M.C.L. § 125.2663(2)(e).

No bonded indebtedness will be incurred by the City of Warren or the City of Warren Brownfield Authority ("WBRA") in connection with this project.

#### F. Duration of Brownfield Plan

The proposed beginning date and duration of capture of tax increment revenues for each eligible property as determined under section 13b(16). M.C.L. § 125.2663(2)(f).

Note: The duration of the brownfield plan for eligible activities on eligible property which shall not exceed 35 years following the date of the resolution approving the plan amendment related to a particular eligible property. Each plan amendment shall also contain the duration of capture of tax increment revenues including the beginning date of the capture of tax increment revenues, which beginning date shall be identified in the brownfield plan and which beginning date shall not be later than 5 years following the date of the resolution approving the plan amendment related to a particular eligible property and which duration shall not exceed 30 years from the beginning date of the capture of tax increment revenues.

The duration of the Plan, as proposed, is subject to School Tax capture being approved by the EGLE, MEDC/MSF and/or MSHDA is estimated to be twenty-six (26) years for reimbursement of the Eligible Activities to Developer plus the capture of TIR for the MSHDA TIF Financing Gap/Rental Gap Subsidy for remaining years between the time to repay the Eligible Activities and the thirty (30) year statutory maximum capture period. However, to the extent that TIR is not sufficient to pay all amounts due developer within the estimated 26 year period, the balance owing developer will be paid from TIR collected in subsequent years until the balance is paid in full with no time limit placed on the collection and payment of Eligible Activities, other than the statutory maximum. Please see the Tax Increment Revenue (TIR) Cash Flow Table depicting TIR collection and payment of Eligible Activities.

### G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located. M.C.L. § 125.2663(2)(g).

See Attachment C for an estimate of the impact on all relevant taxing jurisdictions.

### H. <u>Legal Description</u>, Property Map and Personal Property

A legal description of the eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property. If the project is on property that is functionally obsolete, the taxpayer shall include, with the application, an affidavit signed by a level 3 or level 4 assessor, that states that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion. M.C.L. § 125.2663(2)(h).

A legal description of the eligible property is included in **Attachment A**. Site maps are shown in **Attachment B**.

The characteristics that qualify the property as eligible property are set forth in Section IV of this Plan.

The eligible property will include personal property to be located within the new facility.

### I. Estimates of Residents and Displacement of Families

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan shall include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. M.C.L. § 125.2663(2)(i).

There are no persons residing at the Property that would be redeveloped under the Plan and there will be no families or individuals displaced as result of development under the Plan. No occupied residences are involved in the development.

### J. <u>Plan for Relocation of Displaced Persons</u>

A plan for establishing priority for the relocation of persons displaced by implementation of the plan. M.C.L. § 125.2663(2)(j).

No persons will be displaced as a result of implementation of the Plan.

#### K. Provisions for Relocation Costs

Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the federal uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894. M.C.L. § 125.2663(2)(k).

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

### L. Strategy for Compliance with Michigan's Relocation Assistance Law

A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332. M.C.L. § 125.2663(2)(1).

No persons will be displaced as result of this development.

### M. Description of Proposed Use of Local Brownfield Revolving Fund

A description of proposed use of the local Brownfield revolving fund. M.C.L. § 125.2658.

No Funds from the local Brownfield revolving fund will be used for the project.

As allowed pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658), the Authority has elected, subject to any TIR being available, to capture TIR for a period of up to five (5) years for deposit into the Local Brownfield Revolving Fund ("LBRF").

### N. Other Material that the Authority or Governing Body Considers Pertinent

Other material that the authority or governing body considers pertinent. M.C.L. § 125.2663(2)(m).

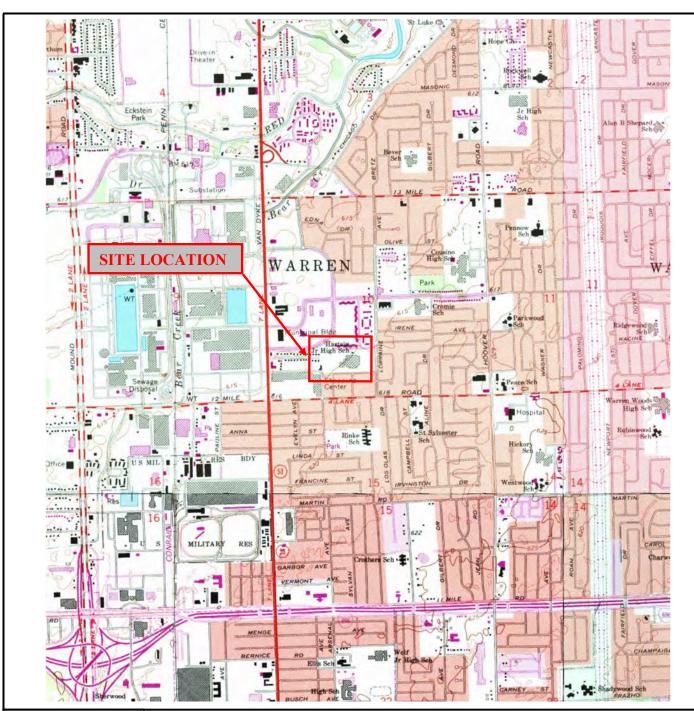
It is the intention of the Michigan Legislature to encourage redevelopment of Brownfields using the Michigan Community Revitalization Program ("CRP") incentive for eligible properties. The CRP can be approved as a Grant, a Loan or both to pay for eligible investment or part thereof made by a qualified taxpayer after approval of this Brownfield Redevelopment Plan by the City of Warren, submittal of a CRP Application and receipt of a pre-approval letter from the State of Michigan.

With the approval of this Brownfield Plan, it is the specific intention of the WBRA to authorize and support the application for a CRP grant or loan and other available incentives, including EGLE grants and loans, Macomb County grants and loans, P.A. 210, P.A. 239 or other tax abatements, MSHDA TIF Financing Gap Subsidy, and other possible sources of incentives related to the Eligible Investments made by Developer as part of this project.

All proceeds from the Brownfield Plan TIR capture shall accrue to the benefit of and be paid to Developer. Developer or its assignee shall be deemed to be the Qualified Taxpayer, as necessary, to allow Developer to receive the reimbursement under the Plan. At this time, other than the above, there are no other materials that the Authority or governing body considers pertinent.

### **Attachment B**

Site Maps, Photographs and Site Plan/General Concept Plan





REFERENCE USGS 7.5 MIN TOPOGRAPHIC QUADRANGLE WARREN, MICHIGAN QUADRANGLE DATED: 1980 SCALE: 1: 24000



### FIGURE 1: SITE LOCATION MAP

### Former Hartsig Jr. High School

8525 Cole Drive Warren, Macomb County, Michigan PROJECT: 2025013001.01

DATE: 4/25/2025

PREPARED BY: JAP/NGM

# SERVICES·LLC

Environmental Services • Land Development • Real Estate Consulting

40701 Woodward Avenue, Suite 50 Bloomfield Hills, Michigan 48304 Tel (248) 203-9898 Fax (248) 647-0526 Email info@associatedenvironmental.net Web: www.associatedenvironmental.net



FIGURE 2: AERIAL SITE MAP
Former Hartsig Jr. High School

8525 Cole Drive Warren, Macomb County, Michigan PROJECT: 2025013001.01

DATE: 4/25/2020

PREPARED BY: JAP/NGM

### ASSOCIATED ENVIRONMENTAL SERVICES:LLC

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W: www.associatedenvironmental.net

www.gatewayengineer.com OFFICE #(586) 786-5533 FAX #(586) 786-5575

> SHELBY TWP, MI 48316 8155 ANNSBURY DRIVE, SUITE # 109

EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN. PART OF THE SW 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 12





# INDEX OF DRAWINGS

LANDSCAPE PLAN	TS1
SOIL EROSION AND SEDIMENT CONTROL PLAN	C7.1
NOITALUZAD & CALCULATION SEWER PROFILE & CALCULATION	C9'5
NAJ9 NIAM ABTAW QNA YAATINAS	C6.1
STORM SEWER PROFILE	C2'3
NOITAJUJAJ GNA	
DRAINAGE AREA, STORM SEWER PROFILE	C2'5
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BOUNDARY SURVEY	C1'1
COVER SHEET	THIS PAGE

# PROJECT DESIGNER:

(286) 786-5533 OFFICE # SHELBY TWP., MI 48316 8155 ANNSBURY DR. SUITE 109 GES - GATEWAY ENGINEERING AND SURVEYING, INC Mr. JOSEPH VAGLICA, P.E.

# XA7

IVONA@GATEWAYENGINEER.COM ARCHITECTURE EMAIL: ENGINEERING EMAIL: MITESH@GATEWAYENGINEER.COM 975) 286-5575

**CLIENT INFORMATION:** 

DETROIT, MI 48207 ,TOITAAD eads COLE STREET INVESTMENTS, LLC. TIM GORDON

# PROJECT DATA

### LEGAL DESCRIPTION:

PARCEL ID# 13-10-376-004

PART OF THE SW 14 OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN,

MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE N89°S0'S0"E 962.41 FEET; THENCE S00°29'01"W 629.30 FEET TO THE POINT OF N00°59'32"E 60.00 FEET; THENCE \$89°51'28"W 380'19 FEET; THENCE N00°15'08"W 569'09 FEET; BECINNING; THENCE CONTINUING S89°51'28"W 574.91 FEET; THENCE THE N-S 1/4 LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE POINT OF COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 10; THENCE N00°29'01" E 692.52 ALONG

SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY EASEMENTS OR CONTAINING 580,194 SQUARE FEET - 13.319 ACRES, MORE OR LESS.

RESTRICTIONS OF RECORD OR OTHERWISE.

SINCE OUR SURVEY DOES NOT INCLUDE A TITLE SEARCH THERE COULD BE EASEMENTS UPON

THE PROPERTY THAT ARE NOT SHOWN AT THIS MOMENT.

PROJECT DATA:

WARREN, MI 48093 ОИЕ СІТУ ЅО̀ОРВЕ PLANNING & ZONING DEPARTMENT LOCAL AGENCY: CITY OF WARREN

NO DETENTION SYSTEM ENCLOSED PIPE MUNICIPAL MUNICIPAL

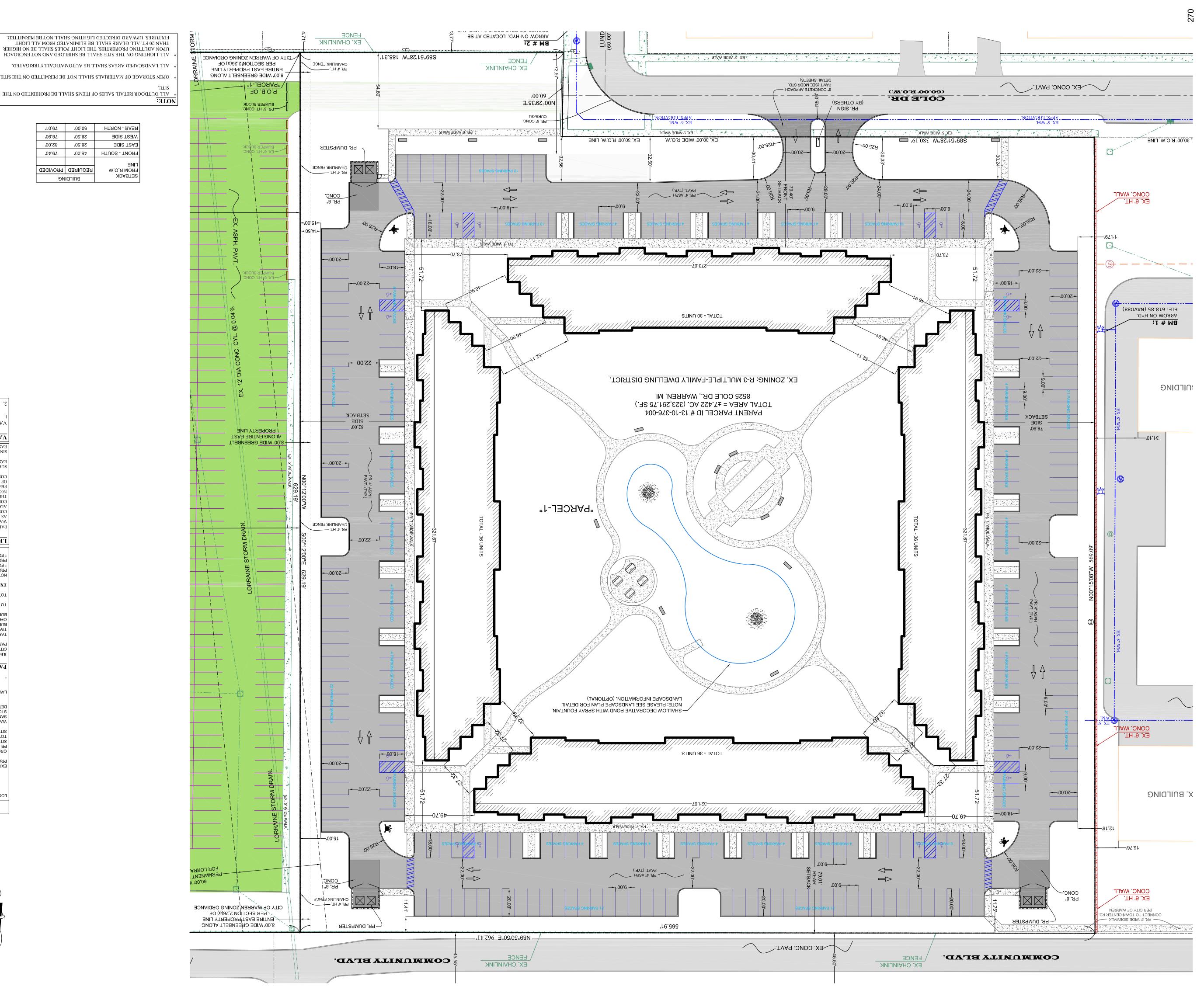
WITH UNRESTRICTED OUTLET TO LORRAINE STORM DRAIN, DETENTION: STORM :YAATINAS YJ99US A3TAW

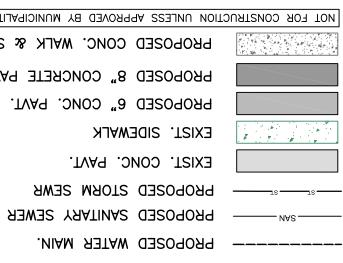
SPRINKLER SYSTEM INSTALLED. AREAS LABELED "SOD" SHALL HAVE NWAJ

SIGN IS NOT PART OF THIS APPROVAL.

OPERATING NEAR OVERHEAD AND/OR BURIED UTILITIES, CALL MISS DIG. 7. DURING CONSTRUCTION, CONTRACTOR SHALL USE EXTREME CAUTION WHEN PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. AND UNDER-GROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF 6. PRIOR TO CONSTRUCTION, ALL LOCATION AND DEPTHS OF EXISTING OVERHEAD SURFACE IS INSTALLED PRIOR TO CONSTURCTION. PROVIDED PRIOR TO THE START OF CONSTURCTION UNLESS THE PERMANENT HARD 2. AN EMERGENCY ACCESS LANE, AS REQUIRED IN ORDINANCE 145, SHALL BE 4' "NO PARKING-FIRE LANE" SIGNS SHALL BE INSTALLED AND MAINTAINED AS TO ENGINEERING APPROVAL, ON-SITE HYDRANTS MAY BE REQUIRED. 3. ON-SITE HYDRANT LOCATIONS SHALL BE APPROVED BY THE FIRE MARSHAL PRIOR DESIGNED PLANS OCCURS THE STRICTEST SHALL APPLY. 2. IF ANY DISCREPANCY BETWEEN DESIGNS OR CODES RELATED WITH THESE OCCURS, CITY OF WARREN STANDARDS SHALL GOVERN... 1. IF ANY DISCREPANCY BETWEEN THESE PLANS AND CITY OF WARREN STANDARDS **INOTE:** 







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> PROPOSED HYDRAUT. PROPOSED SAUITARY MANHOLE PROPOSED CATCH BASIN PROPOSED STORM MANHOLE EXIZT. ROAD SIGN BOARD EXIST. SANITARY MANHOLE EXIST. STORM CATCH BASIN (BEEHIVE) EXIST. ROAD CATCH BASIN

> > EXIST. GATE WELL

EXIST. STORM SEWER

EXIST. UTILITY POLE EXIST. HYDRANT EXIZT. CAS LINE ----- EXIST. SANITARY LINE. ----- EXIST. WATERMAIN EXIST.FENCE LINE ----- EXIST. OVERHEAD UTILITY

**FEGEND** 

□ CONSTRUCTION ■ MUNI SUBMITTAL ☐ BIDDING □ SCHEMATIC ISSUANCE:

VARIA PLAN REV

TNBMBSAB 1

NAJ9 ETIS .8

NO DESC

A∃HTO □

NAJ9 ETIS .

PRELIMINARY

UNLESS INDICATED

USED FOR CONSTRUCTION

DRAWINGS SHALL NOT BE

:Y8 NWAЯQ

DESIGNED BY

*KENIEMED BJ.* 

МC

01/08/2020

10/22/2019

09/12/2019

6102/72/90

6102/41/90

**BTA**D

100.08 = 11

VARIANCE FOR 58 ADDITIONAL DWELLING UNITS. **AVEIVACE - NO BYSEMENT VARIANCE REQUESTED:** 

AVBIVACE BEÓNEZLED: B-3 SONIAC EASEMENTS UPON THE PROPERTY THAT ARE NOT SHOWN AT THIS MOMENT. SINCE ONK SOKAEA DOES NOT INCLUDE A TITLE SEARCH THERE COULD BE

EASEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE. SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY CONTAINING ± 334,567.92 SQUARE FEET- ±7.681 ACRES, MORE OR LESS. | FEET; THENCE N89°50'50"E 568.29 FEET; THENCE S00°12'00"W 629.19 FEET TO THE POIN N00°29'35" E 60.00 FEET; THENCE S89°51'28" W 380.19 FEET; THENCE N00°15'08" W 569.09 THE POINT OF BEGINNING OF PARCEL-1; THENCE \$89°51'28"W 188.31 FEET; THENCE

ALONG THE N-S 1/4 LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE SE COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 10; THENCE N00°29'01" E 692.52 AS FOLLOWS: WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED

CORNER OF THE SAID PROPERTY; THENCE CONTINUING 589°51'28"W 386.61 FEET TO

PART OF THE SW 14 OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF

**FECYL DESCRIPTION PARCEL-1:** 

PROPOSED SIZE OF REGULAR PARKING SPACE = 20' X 9' MIN. \* EXCEPT AROUND THE PERIMETER OF THE BUILDING = 18' X 8' WITH 7' WIDE SIDEWALK. PROPOSED SIZE OF H.C. SPACE = 20' X 8' MIN. = 285 SPACES (INCLUDING 16 H.C. SPACES) TOTAL. EXISTING PARKING ONSITE:

 $\star$  EXCEPT AROUND THE PERIMETER OF THE BUILDING = 18' X 9' WITH 7' WIDE SIDEWALK.

= 276 PARKING SPACES. TOTAL PARKING SPACE REQUIRED = 138 UNITS X 2 PARKING SPACE PER APARTMENT .STINU 851 :STINU TN∃MTЯA9A JATOT

OFF-STREET PARKING SPACE FOR EACH FIFTY (50) SQUARE FEET OF FLOOR AREA FOR SAID BUILDING HAS BEEN INCLUDED WITHIN THE SITE PLAN THERE SHALL BE PROVIDED ONE TWO (2) PARKING SPACES PER DWELLING UNIT. WHERE COMMUNITY OR RECREATION TYPE TABLE INSET: (2) MULTIPLE DWELLINGS AND EFFICIENCY APARTMENTS:

> PARKING REQUIREMENT: CITY OF WARREN ZONING ORDINANCE SECTION NO. 4.32 - OFF-STREET PARKING **ВЕОПІВЕ** БУВКІЙС:

> > **BYRKING CYPCULATIONS**

SIGN IS NOT PART OF THIS APPROVAL. SPRINKLER SYSTEM INSTALLED.

AREAS LABELED "SOD" SHALL HAVE WITH UNRESTRICTED OUTLET TO LORRAINE STORM DRAIN. NO DETENTION SYSTEM DETENTION ENCFORED blbE YAATINAS

MUNICIPAL :YJ99US A3TAW SITE COVERAGE (BUILDING, PARKING & WALK = ±182,588.46 S.F. ) = ±54.57 % TOTAL AREA OF PAVT. (PARKING & WALK ) = ±121,223.46 S.F. SITE COVERAGE (BUILDING): ±18.34 % | PR. GROSS BUILDING FOOT AREA : 3 BUILDING X 16,020 + 13,305 = 61,365 S.F.

PROPOSED LAND USE: R-3 MULTIPLE-FAMILY DWELLING DISTRICT. EXISTING ZONING: PHONE # 586-574-4500 WARREN, MI, 48093 ONE CITY SQUARE BUILDING DEPARTMENT

GROSS AREA OF SITE FOR APARTMENT PROJECT: ±7.681 AC (334,567.92 SF.)

CITY OF WARREN LOCAL AGENCY: PROJECT: WARREN APARTMENTS

OLD 13 MILE RD.

 $\frac{\text{NOT TO SCALE}}{\text{LOCATION MAP}}$ HTAON

DETROIT, MI 48207 ,TOITAAD 6992 COLE STREET INVESTMENTS, LLC. TIM GORDON CLIENT INFORMATION:

PID#13-10-376-004 WARREN, MICH. 48093 8252 COFE DEINE <u>STN3MTAAAA</u>

VILLAGE AT THE PARK РКОЈЕСТ ІИГОРМАТІОИ:

### Brownfield List of Bills - June 3, 2025 Required Formal Approval of the Following:

<u>PAYEE</u>	DATE OF INVOICE	<u>AMOUNT</u>	DETAILS
	TOTAL:		
	Payments to Brown	field Developers	
PAYEE	DATE OF INVOICE	AMOUNT	DETAILS
LIPARI LEX WARREN LP	05/02/25	TBD	2024 TAX WARRANT
UNIVERSAL PROPERTIES	04/28/25	TBD	2024 TAX WARRANT
PENSKE TRUCK LEASING CO L.P./STAR WARREN	05/02/25	29,982.13	2024 TAX WARRANT
MEIJER REALTY COMPANY	04/28/25	TBD	2024 TAX WARRANT
SCHOENHERR 10 LLC	05/02/25	353,131.93	2024 TAX WARRANT
WARREN 10 MILE LLC	05/06/25	22,466.38	2024 TAX WARRANT
LECOM/J.A.L. PROPERTY CFT LECOM/J.A.L. PROPERTY REAL	05/08/25 05/08/25	37,947.34 24,806.96	2024 TAX WARRANT 2024 TAX WARRANT
	TOTAL	\$468,334.74	
PAYEE	DATE OF INVOICE	AMOUNT	DETAILS
DKM HOLDINGS, LLC	PD ON 05/8/2025	\$87,637.71	2024 TAX WARRANT

**TOTAL** 

\$87,637.71

# CITY of WARREN WARRANT and CERTIFICATION OF TAXES LEVIED 2024 - Brownfield Captured Value Tax Summary LIPARI - Lex Warren LP - IFT PROPERTIES

	Total of 2 parcels. IFT only	Pre Brownfield taxes to all Authorities	30% of taxes to all Authorities	50% SET Captured for	Remaining taxes/ Captured taxes	10% Brownfield Admin fee from	Taxes	cross-check
Unit of Government:	Taxes Levied	Base Value x mill rate	Columnn B-D*30%	State Brownfield	to Local Brownfield	Captured taxes	for Payout	
Macomb County Tax Levies:								
General County	\$48,073.11	\$0.00	\$14,421,93		\$33,651.18	\$3,365.12	\$30,286.06	\$48,073.11
Huron-Clinton Park	\$2,310.11	\$0.00	\$693.03		\$1,617.08	\$161.71	\$1,455.37	\$2,310.11
PA 280 - medical	\$0.00							
Smart	\$10,571.38	\$0,00	\$3,171.41		\$7,399.97	\$740.00	\$6,659,97	\$10,571.38
Veteran's Authority	\$767.42	\$0.00	\$230,23		\$537,20	\$53,72	\$483.48	\$767.42
Zoo Authority 100% to Authority								
DIA Institute 100% to Authority								
Total Macomb County Tax Levies:	\$61,722.02							
City of Warren Tax Levies:								
Operating	\$92,488.36	\$0.00	\$27,746.51		\$64,741.85	\$6,474.19	\$58,267,67	\$92,488,36
Road Improvement	\$22,247,40	\$0,00	\$6,674,22		\$15,573.18	\$1,557.32	\$14,015.86	\$22,247,40
EMS	\$3,076.41	\$0.00	\$922.92		\$2,153.49	\$215.35		\$3,076.41
Library	\$14,091,44	\$0.00	\$4,227.43		\$9,864,01	\$986.40		\$14,091,44
Sanitation	\$30,824.60	\$0.00	\$9,247.38		\$21,577,22	\$2,157.72	\$19,419.50	
Act 345 Police/Fire 100% to Authority			8.50.50 \$57.40 ft (5.50.50)		S. STATE SWITCH COLUMN	2 C. S. C. B. S. W. B. S. C. C. C.	NEW WAY TO SEE	and the same
Police Operating	\$10,318,19	\$0.00	\$3,095.46		\$7,222.73	\$722.27	\$6,500.46	\$10,318,19
Fire Operating	\$10,318.19	\$0.00	\$3,095,46		\$7,222.73		\$6,500.46	
Police & Fire Extra Voted	\$51,919,18	\$0.00	\$15,575,75		\$36,343,43			
Recreation	\$10,271,13	\$0.00	\$3,081,34		\$7,189,79	\$718.98		
Total City of Warren Tax Levies:	\$245,554.89	7,000						
Macomb Com College Tax Levies:								
Operating	\$15,664,37	\$0.00	\$4,699,31		\$10,965,06	\$1,096.51	\$9,868,55	\$15,664,37
Total MCC Tax Levies:	\$15,664.37							
Macomb Intermediate Sch Dist Tax Levies:								
Operating	\$51,531,55	\$0.00	\$15,459,46		\$36,072,08	\$3,607,21	\$32,464,88	\$51,531.55
Debt Service	\$1,904.55	\$0.00	\$571,37		\$1,333,19	\$133,32		\$1,904.55
Total Macomb ISD Tax Levies Captured:	\$53,436.10							4.1100.1100
State Education Tax Levies:								
SET .	\$64,728,82	\$0.00	\$19,418,65	\$22,655,09	\$22,655.09	\$2,265,51	\$20,389,58	\$64,728,82
Total State Education Tax Levies Captured:	\$64,728.82	90.00	ψ10,410.00	444,000.00	V22,000.00	02,250.01	Ψ20.003.00	404,720,02
Warren Woods School District Tax Levies:								
Operating (Non-Homestead)	\$194,186.47	\$0.00	\$58,255.94		\$135,930.53	\$13,593.05	£100 007 47	\$194,186.47
	\$184,180.47	\$0.00	\$50,255.84		\$133,930.53	\$13,393.03	\$122,337.47	\$184,100.47
School Debt 100% to Authority	\$404.40¢.47						_	
Total Warren Woods S D Tax Levies Captured:	\$194,186.47							
Total - All Tax Levies:	\$635,292.67					\$42,204.98	\$379,844.80	\$635,292.67
Total Admin. Fees Levied:	\$5,484.38							
Grand Total - All Tax Levies:	\$640,777.05	\$0.00	\$190,587.80	\$22,655.09	\$422,049.78			\$635,292.67
Granu Total - All Tax Levies.	3040,777.05	30.00	\$100,007.00	\$22,000.00	\$422,045.70			4000,202.01

F. Scott Miller, MMAO R-7658 May 2, 2025

Certification No. Date

2024 - 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 Columnn 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	\$5,153,52	\$2,515.56	\$791.39		\$1,846.57	\$184.66	\$1,661.92	\$5,153.52
Huron-Clinton Park	\$247,65	\$120.88	\$38.03		\$88.74		\$79.86	
PA 280 - medical	\$0.00	\$120.00	\$30.03		\$00.74	\$8.87	\$18.00	\$247.65
STANT OF THE PROPERTY OF THE P		8550.40	447444		0.100.07		****	
Smart	\$1,133,27	\$553,18	\$174,03		\$406,07	\$40.61	\$365.46	\$1,133.27
Veteran's Authority	\$82.27	\$40.16	\$12.63		\$29.48	\$2.95	\$26.53	\$82.27
Zoo Authority 100% to Authority DIA Institute 100% to Authority								
Total Macomb County Tax Levies:	\$6,616.70							
City of Warren Tax Levies:								
Operating	\$9,914.91	\$4,839.70	\$1,522.56		\$3,552.64	\$355.26	\$3,197.38	\$9,914.91
Road Improvement	\$2,384.96	\$1,164.16	\$366.24		\$854.56	\$85,46	\$769.11	\$2,384.96
EMS	\$329.80	\$160,98	\$50,64		\$118,17	\$11.82	\$106,35	\$329.80
Library	\$1,510.63	\$737.37	\$231.98		\$541.28	\$54,13	\$487.15	\$1,510.63
Sanitation	\$3,304,45	\$1,612.98	\$507.44		\$1,184.03	\$118.40	\$1,065.62	\$3,304,45
Act 345 Police/Fire 100% to Authority		201521025			77.74			-3656500
Police Operating	\$1,106,13	\$539.93	\$169.86		\$396.34	\$39.63	\$356.71	\$1,106,13
Fire Operating	\$1,106,13	\$539.93	\$169.86		\$396.34	\$39.63	\$356.71	\$1,106,13
Police & Fire Extra Voted	\$5,565,82	\$2,716,81	\$854.70		\$1,994,31	\$199.43	\$1,794.88	\$5,565.82
Recreation	\$1,101.08	\$537.46	\$169.09		\$394.53	\$39.45	\$355.08	\$1,101.08
Total City of Warren Tax Levies:	\$26,323,89	4557,40	φ105.05	-	\$554,00	935,43	3333.00	\$1,101,00
1.000000000000000000000000000000000000	420,020,03							
Macomb Com College Tax Levies: Operating	\$1,679.25	\$819,68	\$257.87		\$601.70	\$60,17	\$541,53	\$1,679.25
Total MCC Tax Levies:	\$1,679.25							
Macomb Intermediate Sch Dist Tax Levies:								
Operating	\$5,524.27	\$2,696.53	\$848.32		\$1,979.42	\$197.94	\$1,781.48	\$5,524.27
Debt Service	\$204.17	\$99.66	\$31.35		\$73.16	\$7.32	\$65.84	\$204.17
Total Macomb ISD Tax Levies Captured:	\$5,728.44							
State Education Tax Levies:								
SET	\$7,206.04	\$3,517,44	\$1,106.58	\$1,291,01	\$1,291.01	\$129.10	\$1,161.91	\$7,206.04
Total State Education Tax Levies Captured:	\$7,206.04							
Warren Woods School District Tax Levies:								
Operating (Non-Homestead)	\$8,150.94	\$10,552,32	-\$720.41		-\$1,680.97	-\$168,10	-\$1,512.87	\$8,150.94
Operating (Non-Homestead) Personal School Debt 100% to Authority	\$4,489.06	\$3,517.44	\$291.48		\$680.13	\$68.01	\$612.12	
Total Warren Woods S D Tax Levies Captured:	\$12,640.00							
Total - All Tax Levies:	\$60,194.31					\$1,474.75	\$13,272.74	\$60,194.31
Total Admin. Fees Levied:	\$439,42					27 (6	200	8 8
Grand Total - All Tax Levies:	\$60,633.73	\$37,282.17	\$6,873.64	\$1,291.01	\$14,747.49			\$60,194.31
	127							

F. Scott Miller, MMAO R-7658 May 2, 2025

Certification No. Date

### 2024 - Brownfield Captured Value Tax Summary UNIVERSAL PROPERTIES

Unit of Government:  Macomb County Tax Levies: General County Huron-Clinton Park PA 280 - medical Smart Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Fire Operating Fire Details Fire Extra Voted Recreation Total City of Warren Tax Levies:  Macomb Com College Tax Levies:	\$68,548.48 \$3,294.03 \$0,00 \$15,073.96 \$1,094.28 \$1,498.45 \$3,102.33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46 \$67,619.37	\$32,403.56 \$1,557.12 \$7,125.61 \$517.28	\$7,228.98 \$347.38 \$1,589.67 \$115.40	\$28,915.94 \$1,389.53 \$6,358.68 \$461.60	\$2,891.59 \$138.95 \$635.87 \$46.16	\$26,024.34 \$1,250.58 \$5,722.81 \$415.44	\$3,294,03 \$0.00 \$15,073.96
General County Huron-Clinton Park PA 280 - medical Smart Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$3,294.03 \$0.00 \$15,073.96 \$1,094.28 \$1,498.45 \$3,102.33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,396.72 \$20,093.28 \$43,953.46	\$1,557.12 \$7,125.61 \$517.28 \$62,341.55 \$14,995.80	\$347.38 \$1,589.67 \$115.40	\$1,389.53 \$6,358.68	\$138.95 \$635.87	\$1,250.58 \$5,722.81	\$0.00 \$15,073.96
Huron-Clinton Park PA 280 - medical Smart Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$3,294.03 \$0.00 \$15,073.96 \$1,094.28 \$1,498.45 \$3,102.33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,396.72 \$20,093.28 \$43,953.46	\$1,557.12 \$7,125.61 \$517.28 \$62,341.55 \$14,995.80	\$347.38 \$1,589.67 \$115.40	\$1,389.53 \$6,358.68	\$138.95 \$635.87	\$1,250.58 \$5,722.81	\$3,294,03 \$0.00 \$15,073.96 \$1,094.28
PA 280 - medical Smart Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$1,073,96 \$1,094,28 \$1,994,28 \$1,498,45 \$3,102,33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,386,72 \$20,093,28 \$43,953,46	\$7,125.61 \$517.28 \$62,341.55 \$14,995.80	\$1,589.67 \$115.40	\$6,358.68	\$635.87	\$5,722.81	\$0.00 \$15,073.96
Smart Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$15,073,96 \$1,094,28 \$1,498,45 \$3,102,33 \$92,611.54 \$131,881,14 \$31,723,04 \$4,366,72 \$20,093,28 \$43,953,46	\$517.28 \$62,341.55 \$14,995.80	\$115.40				\$15,073.96
Veteran's Authority Zoo Authority 100% to Authority DIA Institute 100% to Authority Total Macomb County Tax Levies: City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$1,094.28 \$1,498.45 \$3,102.33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$517.28 \$62,341.55 \$14,995.80	\$115.40				
Zoo Authority DIA Institute 100% to Authority Total Macomb County Tax Levies:  City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$1,498.45 \$3,102.33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$62,341.55 \$14,995.80		9-10 1.00	040.10	0415.77	
DIA Institute 100% to Authority  Total Macomb County Tax Levies:  City of Warren Tax Levies:  Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation  Total City of Warren Tax Levies:	\$3,102,33 \$92,611.54 \$131,881.14 \$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$14,995.80	240.007.00				\$1,498,45
City of Warren Tax Levies: Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$131,881.14 \$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$14,995.80	240 007 00				\$3,102.33
Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$14,995.80	*40.007.00				
Operating Road Improvement EMS Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$14,995.80	640 007 00				
Road Improvement EMS Library Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$31,723.04 \$4,386.72 \$20,093.28 \$43,953.46	\$14,995.80	513,907.92	\$55,631,67	\$5,563,17	\$50,068,51	\$131,881,14
EMS Library Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$4,386.72 \$20,093.28 \$43,953.46		\$3,345,45	\$13,381,79	\$1,338,18	\$12,043,61	\$31,723,04
Library Sanitation Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$20,093.28 \$43,953,46	\$2,073,65	\$462.61	\$1,850.46	\$185.05	\$1,665.41	\$4,386,72
Sanitation Act 245 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$43,953,46	\$9,498,30	\$2,119.00	\$8,475.99	\$847.60	\$7,628,39	\$20,093,28
Act 345 Police/Fire 100% to Authority Police Operating Fire Operating Police & Fire Extra Voted Recreation  Total City of Warren Tax Levies:		\$20,777.24	\$4,635.24	\$18,540.97	\$1,854,10	\$16,686.87	\$43,953,46
Police Operating Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:		420,	4.,			,	\$87,619.37
Fire Operating Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$14,712.92	\$6,954.95	\$1,551.60	\$6,206,38	\$620,64	\$5,585,74	\$14,712.92
Police & Fire Extra Voted Recreation Total City of Warren Tax Levies:	\$14,712,92	\$6,954,95	\$1,551.60	\$6,206.38	\$620.64	\$5,585.74	\$14,712,92
Recreation Total City of Warren Tax Levies:	\$74,032.68	\$34,996,00	\$7,807.34	\$31,229.35	\$3,122.93	\$28,106,41	\$74,032,68
	\$14,645.83	\$6,923.23	\$1,544.52	\$6,178.08	\$617.81	\$5,560.27	\$14,645.83
Macomb Com College Tax Levies:	\$437,761.36		-				
Operating	\$22,336,17	\$10,558,53	\$2,355.53	\$9,422,11	\$942.21	\$8,479.90	\$22,336,17
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total MCC Tax Levies:	\$22,336,17						
Macomb Intermediate Sch Dist Tax Levies:							
Operating	\$73,479.95	\$34,734.71	\$7,749.05	\$30,996,19	\$3,099,62	\$27,896,57	\$73,479.95
Total Macomb ISD Tax Levies Captured:	\$73,479.95						
State Education Tax Levies:							
SET	\$95,849.66	\$45,309.10	\$10,108.11	\$40,432.44	\$4,043.24	\$36,389.20	\$95,849.66
Total State Education Tax Levies Captured:	\$95,849.66						
Warren Cons. School District Tax Levies:							
Operating (Non-Homestead)	\$214,276,12	\$117,100.08	\$19,435.21	\$77,740,83	\$7,774.08	\$69,966.75	\$214,276,12
			\$3,629.71	\$14,518.83	\$1,451.88	\$13,066.95	
Operating Commercial Personal	\$24,424.28	\$6,275.74					\$24,424.28
Operating Supplemental School Debt	\$13,351.13 \$76,360.23	\$3,430.53	\$1,984.12	\$7,936.48	\$793.65	\$7,142.83	\$13,351.13 \$76,360.23
Total Warren Cons. S D Tax Levies Captured:	\$328,411.76						
Total - All Tax Levies:	\$1,050,450.43			\$365,873.70	\$36,587.37	\$329,286.33	\$1,050,450.43
Total Admin. Fees Levied:	\$6,153.91						
Grand Total - All Tax Levies:							
Grand Total - All Tax Levies:	\$1,056,604.34						

F. Scott Miller, MMAO R-7658 May 8, 2025
Certification No. Date

### 2024 - 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	\$3,415.15	\$3,415.14	\$2,464.44
Huron-Clinton Park	\$164.11	\$164.10	\$118.43
PA 280 - medical	\$0.00	\$0.00	
Smart	\$751.00	\$750.99	\$541.93
Veteran's Authority	\$54.52	\$54.51	\$39.34
Zoo Authority	\$74.65	\$74.65	
DIA Institute	\$154.56	\$154.55	
Total Macomb County Tax Levies Captured:	\$4,614.00	\$4,613.94	\$3,164.14
City of Warren Tax Levies:		00000770000000770	
Operating	\$6,570.45	\$6,570.44	\$4,741.36
Road Improvement	\$1,580.47	\$1,580.47	\$1,140.50
EMS	\$218.55	\$218.54	\$157.71
Library	\$1,001.07	\$1,001.05	\$722.39
Sanitation	\$2,189.80	\$2,189.79	\$1,580.20
Act 345 Police/Fire	\$4,365.28 \$733.01	\$4,365,27 \$733,00	\$528,96
Police Operating Fire Operating	\$733.01 \$733.01	\$733.00	\$528.96
Police & Fire Extra Voted	\$3,688.38	\$3,688.37	\$2,661,60
Recreation	\$729.67	\$729.66	\$526.54
Total City of Warren Tax Levies Captured:	\$21,809.69	\$21,809.59	\$12,588.21
Macomb Community College Tax Levies:			
Operating	\$1,112.81	\$1,112.81	\$803.02
Total Macomb C C Tax Levies Captured:	\$1,112.81	\$1,112.81	\$803.02
Macomb Intermediate Sch Dist Tax Levies:	\$3,660.84	\$3,660,83	\$2,641.73
Operating Debt Service	\$135.30	\$135.29	\$97.64
Total Macomb ISD Tax Levies Captured:	\$3,796.14	\$3,796.12	\$2,739.37
State Education Tax Levies:			*** 700.00
SET	\$4,775.32	\$4,775.32	\$1,722.98
Total State Education Tax Levies Captured:	\$4,775.32	\$4,775.32	\$1,722.98
Warren Woods School District Tax Levies:	440,000,74	640,000.74	40.077.00
Operating (Non-Homestead) Operating Commercial Personal	\$12,229.74 \$698,74	\$12,229.74 \$698.74	\$8,277.66 \$686.74
School Debt	\$6,446.68	\$6,446.68	\$000.74
Total Warren Woods S D Tax Levies Captured:	\$19,375.17	\$19,375.16	\$8,964.40
Sub-Total - All Tax Levies:	\$55,483.13	\$55,482,94	\$29,982.13
Total Admin. Fees Levied:	\$336.71	\$336.71	
Grand Total - All Tax Levies:	\$55,819.84	\$55,819.65	\$29,982.13
Special Assessments:	\$0.00	\$0.00	157785
Total Tax Warrant Amount:	\$55,819.84	\$55,819.65	
Tatal Dispersed to City and Legal Authori	tion.	¢0 224 29	1
Total Dispersed to City and Local Authori		\$9,221.38	J <sub>i</sub>
	Total for City and Local Authorities:	\$9,221.38	
Total Dispersed to Developer:			\$29,982.13

F. Scott Miller, MMAO

275

May 2, 2025

Date

R-7658

Certification No.

### 2024 - Brownfield Captured Value Tax Summary Schoenherr 10 (Meijer)

	Total Ad Valorem	Total Taxes	Captured Taxes Ad Valorem
Unit of Government:	Taxes Levied	Paid	Meijer
Macomb County Tax Levies:			
General County	\$38,300.05	\$36,883.48	\$30,273.90
Huron-Clinton Park	\$1,840.47	\$270.76	\$1,454.78
PA 280 - medical	\$0.00	\$0.00	
Smart	\$8,422.26	\$1,239.07	\$6,657.30
Veteran's Authority	\$611.41	\$89.94	\$483.28
Zoo Authority	\$837.23	\$123.16	
DIA Institute	\$1,733.36	\$255.00	
Total Macomb County Tax Levies Captured:	\$51,744.78	\$38,861.41	\$38,869.26
City of Warren Tax Levies:			
Operating	\$73,685.86	\$70,960.53	\$58,244.28
Road Improvement	\$17,724.59	\$17,069.02	\$14,010.23
EMS	\$2,450.99	\$2,360.32	\$1,937,36
Library	\$11,226,71	\$10,811.46	\$8,874.04
Sanitation	\$24,558.09	\$23,649.77	\$19,411.70
Act 345 Police/Fire	\$48,955.51	\$47,144.84	********
Police Operating	\$8,220.54	\$7,916.47	\$6,497.85
Fire Operating	\$8,220.54	\$7,916.47	\$6,497.85
Police & Fire Extra Voted	\$41,364.23	\$39,834.32	\$32,695.96
Recreation	\$8,183.05	\$7,880.36	\$6,468.22
	7.00-2.00	V-504 State - 244 Vel 1022 He 11	**************************************
Total City of Warren Tax Levies Captured:	\$244,590.11	\$235,543.56	\$154,637.48
Macomb Community College Tax Levies:			
Operating	\$12,479.87	\$12,018.28	\$9,864.59
Total Macomb C C Tax Levies Captured:	\$12,479.87	\$12,018.28	\$9,864.59
Macomb Intermediate Sch Dist Tax Levies:			
Operating	\$41,055.40	\$39,536.93	\$32,451.84
Debt Service	\$1,517.36	\$1,461.21	\$1,199.39
Total Macomb ISD Tax Levies Captured:	\$42,572.76	\$40,998.14	\$33,651.23
State Education Tax Levies:			
SET	\$53,554.01	\$51,573.28	\$21,165.63
Total State Education Tax Levies Captured:	\$53,554.01	\$51,573.28	\$21,165.63
Van Dyke School District Tax Levies:			
Operating (Non-Homestead)	\$112,586.99	\$107,454.82	\$78,918.71
Operating Commercial Personal	\$16,025.02	\$15,755.01	\$16,025.02
School Debt	\$70,943.00	\$68,319.12	12 70
Total Van Dyke S D Tax Levies Captured:	\$199,555.01	\$191,528.95	\$94,943.73
Sub-Total - All Tax Levies:	\$604,496.55	\$570,523.62	\$353,131.93
Total Admin. Fees Levied:	\$3,598.99	\$3,349.76	
Interest:	40,000.00	\$792.41	
Total Admin. Fees Levied + Interest:		\$4,142.17	
Grand Total - All Tax Levies:	\$608,095.54	\$574,665.79	\$353,131.93
Special Assessments:	\$0.00	\$0.00	(S)
T. (-1 T ) W ( A	¢000 005 54	AF74 COF 70	
Total Tax Warrant Amount:	\$608,095.54	\$574,665.79	

Total Dispersed to City and Local Authorities:

\$254,963.61

Total for City and Local Authorities:

\$570,523.62

Total Dispersed to Developer:

\$353,131.93

F. Scott Miller, MMAO

R-7658 Certification No. May 2, 2025 Date

### 2024 - Brownfield Captured Value Tax Summary Warren 10 Mile LLC

Unit of Government:	Total Ad Valorem Taxes Levied	Total Taxes Paid	Captured Taxes before admin fee	10% Admin Fee Plus \$5,000	Captured Taxes Ad Valorem Macomb South
Macomb County Tax Levies:	Taxes Levied	, did	100	1 100 001000	Madding double
A CONTROL OF THE CONT	*** *** ***	010 000 10	40 007 00	4000.00	60 500 4
General County	\$10,802.14	\$10,802.12	\$3,897.96	\$389.80	\$3,508.1
Huron-Clinton Park	\$519.09	\$519.07	\$187.31	\$18.73	\$168.5
Drain Debt	\$0.00	\$0.00	6057.47	00F 70	6774 4
Smart	\$2,375.41	\$2,375.41	\$857.17	\$85.72	\$771.4
Veteran's Authority	\$172.44	\$172.43	\$62.23	\$6.22	\$56.0
Zoo Authority	\$236.13	\$236.12			
DIA Institute	\$488.88	\$488.87			
Total Macomb County Tax Levies Capturec	\$14,594.09	\$14,594.02	\$5,004.67	\$500.47	\$4,504.2
City of Warren Tax Levies:					
Operating	\$20,782.35	\$20,782.34	\$7,499.33	\$749.93	\$6,749.4
Road Improvement	\$4,999.04	\$4,999.03	\$1,803.91	\$180.39	\$1,623.5
EMS	\$691.28	\$691.27	\$249,45	\$24.94	\$224.5
Library	\$3,166.38	\$3,166.36	\$1,142.59	\$114,26	\$1,028.3
Sanitation	\$6,926.36	\$6,926.35	\$2,499.38	\$249.94	\$2,249.4
Act 345 Police/Fire	\$13,807.40	\$13,807.39			
Police Operating	\$2,318.52	\$2,318.51	\$836,64	\$83.66	\$752.9
Fire Operating	\$2,318.52	\$2,318,51	\$836,64	\$83.66	\$752.9
Police & Fire Extra Voted	\$11,666.36	\$11,666.35	\$4,209.82	\$420.98	\$3,788.8
Recreation	\$2,307.95	\$2,307.94	\$832.82	\$83.28	\$749.5
Total City of Warren Tax Levies Captured:	\$68,984.15	\$68,984.05	\$19,910.58	\$1,991.06	\$17,919.5
Macomb Community College Tax Levies:					
Operating	\$3,519.82	\$3,519.81	\$1,270.13	\$127.01	\$1,143.1
Total Macomb C C Tax Levies Captured:	\$3,519.82	\$3,519.81	\$1,270.13	\$127.01	\$1,143.1
Macomb Intermediate Sch Dist Tax Levies: Operating	\$11,579.26	\$11,579.25	\$4,178.39	\$417.84	\$3,760.5
Debt Service	\$427.96	\$427.95	\$154.43	\$15.44	\$138.9
Total Macomb ISD Tax Levies Captured:	\$12,007.21	\$12,007.20	\$4,332.81	\$433.28	\$3,899.5
State Education Tax Levies:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Total State Education Tax Levies Captured	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Van Dyke School District Tax Levies:					
	\$45,313.09	\$45,313.09	\$0.00	\$0.00	\$0.0
Operating (Non-Homestead)		\$0.00	\$0.00		
Operating (Non-Homestead)	SO 00			\$0.00	\$0.0
Operating Commercial Personal	\$0.00		φ0.00	\$0.00	\$0,0
Operating Commercial Personal School Debt	\$20,008.75	\$20,008.74	W.C.1	5)C	
Operating Commercial Personal			\$0.00	\$0.00	\$0.0 \$0.0
Operating Commercial Personal School Debt	\$20,008.75	\$20,008.74	W.C.1	5)C	\$0.0
Operating Commercial Personal School Debt Total Van Dyke S D Tax Levies Captured:	\$20,008.75 \$65,321.84	\$20,008.74 \$65,321.83	\$0.00	\$0.00	
Operating Commercial Personal School Debt Total Van Dyke S D Tax Levies Captured:  Sub-Total - All Tax Levies:  Total Admin. Fees Levied:	\$20,008.75 \$65,321.84 \$164,427.11 \$1,105.45	\$20,008.74 \$65,321.83 \$164,426.91 \$1,105.45	\$0.00 \$30,518.20	\$0.00 \$3,051.82 \$5,000.00	\$0.0 \$27,466.3 (\$5,000.00
Operating Commercial Personal School Debt Total Van Dyke S D Tax Levies Captured:  Sub-Total - All Tax Levies:	\$20,008.75 \$65,321.84 \$164,427.11	\$20,008.74 \$65,321.83 \$164,426.91	\$0.00	\$0.00 \$3,051.82	\$0.0 \$27,466.3

### CITY of WARREN

### WARRANT and CERTIFICATION OF TAXES LEVIED

2024 - Brownfield Captured Value Tax Summary

LeCom/J.A.L. Property CFT New & Frozen Captured Value Tax Summary

	Total of 3 parcels. Ad Valorem only	Amount DDA	Brownfield Capture After DDA	10% of taxes to all Authorities	50% SET Captured for	Remaining taxes/ Captured taxes	20% Split to all Authorities	Final Captured BRN Taxes	Brownfield cross-check	Total cross check
Unit of Government:	Taxes Levied	Capture	Column C-D	Column B-D*10%	State Brownfield	to Local Brownfield	Column H*20%	for Payout		
Macomb County Tax Levies:										
General County	\$1,026.92	\$1,026.92	\$0.00	\$0.00		\$0.00	\$0,00	\$0.00	\$0.00	\$1,026.92
Huron-Clinton Park	\$49,35	\$49,35	\$0.00	\$0,00		\$0,00	\$0.00	\$0.00	\$0,00	\$49,35
PA 280 - medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$225,82	\$225,82	\$0.00	\$0,00		\$0.00	\$0.00	\$0.00	\$0.00	\$225,82
Veteran's Authority	\$16,39	\$0.00	\$16,39	\$1,64		\$14.75	\$2.95	\$11.80	\$16,39	\$16,39
Zoo Authority 100% to Authority	\$22,45	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$22,45
DIA Institute 100% to Authority	\$46.48	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$46.48
Total Macomb County Tax Levies:	\$1,387.41	\$1,302.09	\$16.39	\$1.64		\$14.75	\$2.95	\$11.80	\$16.39	\$1,387.41
City of Warren Tax Levies:										
Operating	\$1,975,71	\$1,975,71	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,975,71
Road Improvement	\$475.24	\$475.24	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$475.24
EMS	\$65.72	\$65.72	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$65.72
Library	\$301.02	\$301.02	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$301.02
Sanitation	\$658,47	\$658.47	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$658.47
Act 345 Police/Fire 100% to Authority	\$1,312,62	\$1,312.62	\$0.00	\$0.00		\$0.00	\$0,00	\$0.00	\$0.00	\$1,312,62
Police Operating	\$220.41	\$220,41	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$220,41
Fire Operating	\$220,41	\$220,41	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$220.41
Police & Fire Extra Voted	\$1,109.08	\$1,109.08	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$1,109.08
Recreation	\$219.41	\$219,41	\$0.00	\$0.00		\$0,00	\$0.00	\$0.00	\$0.00	\$219,41
Total City of Warren Tax Levies:	\$6,558.09	\$6,558,09	-\$0.01	\$0.00		-\$0.01	\$0.00	-\$0.01	-\$0.01	\$6,558.09
Macomb Com College Tax Levies:										
Operating	\$334.62	\$334.62	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$334.62
Total MCC Tax Levies:	\$334.62	\$334.62	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$334.62
Macomb Intermediate Sch Dist Tax Levies:										
Operating	\$1,100.80	\$0.00	\$1,100.80	\$110.08		\$990.72	\$198.14	\$792.58	\$1,100.80	\$1,100.80
Debt Service	\$40.68	\$0.00	\$40.68	\$4.07		\$36.62	\$7.32	\$29.29	\$40.68	\$40.68
Total Macomb ISD Tax Levies Captured:	\$1,141,48	\$0,00	\$1,141.48	\$114.15		\$1,027.34	\$205,47	\$821.87	\$1,141,48	\$1,141.48
State Education Tax Levies:										
SET	\$11,996.92	\$0.00	\$11,996.92	\$1,199.69	\$5,398.61	\$5,398.61	\$1,079.72	\$4,318.89	\$11,996.92	\$11,996.92
Total State Education Tax Levies Captured:	\$11,996.92	\$0.00	\$11,996.92	\$1,199.69	\$5,398.61	\$5,398.61	\$1,079.72	\$4,318.89	\$11,996.92	\$11,996,92
Warren Cons. School District Tax Levies:										
Operating Non-PRE (Real Parcel)	\$35,990.77	\$0.00	\$35,990.77	\$3,599.08		\$32,391.69	\$6,478.34	\$25,913.35	\$35,990.77	\$35,990.77
Operating (Commercial Personal)	\$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	\$9,557.55	\$0.00	\$9,557.55	\$955,75		\$8,601.79	\$1,720.36	\$6,881,43	\$9,557.55	\$9,557,55
Total Warren Cons. SD Tax Levies Captured:	\$45,548,31	\$0,00	\$45,548.31	\$4,554.83		\$40,993.48	\$8,198,70	\$32,794.79	\$45,548.31	\$45,548,31
Total - All Tax Levies:	\$66,966.83	\$8,194.80	\$58,703.10	\$5,870.31	\$5,398.61	\$47,434.18	\$9,486.84	\$37,947.34	\$58,703.10	\$66,966.83
Total Admin. Fees Levied:	\$592.13	\$0.00								
Grand Total - All Tax Levies:	\$67,558.96	\$8,194.80	\$58,703,10	\$5,870.31	\$5,398.61	\$47,434.18	\$9,486.84	\$37,947.34	\$58,703,10	\$66,966.83
Grand Total - All Tax Levies:	367,330.36	φο, 134.8U	\$50,705.10	\$3,010,31	\$3,330.01	\$41,454.10	<b>\$3,400.04</b>	951,341.34	430,103,10	300,300.83

Total Dispersed to City and Local Authorities: Total Dispersed to DDA: Total Dispersed to Developer: \$20,755.76 \$8,194.80 \$37,947.34

R-7658 Certification No.

May 8, 2025 Date

# 2024 - Brownfield Captured Value Tax Summary LeCom/J.A.L. Property - DDA Captured Value Tax Summary

	Ad	CFT	CFT	
Unit of Government:	Valorem	New Facility	Frozen	Total
Macomb County Tax Levies:				
General County	\$2,828.13	\$0.00	\$1,026.92	\$3,855.05
Huron-Clinton Park	\$135.90	\$0.00	\$49.35	\$185.25
Drain Debt	\$0.00	\$0.00	\$0.00	\$0.00
Smart	\$621,91	\$0.00	\$225.82	\$847.73
Total Macomb County Tax Levies Captured:	\$3,585.94	\$0.00	\$1,302.09	\$4,888.03
City of Warren Tax Levies:				
Operating	\$5,441.06	\$0.00	\$1,975.71	\$7,416.77
Road Improvement	\$1,308.81	\$0.00	\$475.24	\$1,784.05
EMS	\$180.98	\$0.00	\$65.72	\$246.70
Library	\$828.99	\$0.00	\$301.02	\$1,130.01
Sanitation	\$1,813.40	\$0.00	\$658.47	\$2,471.87
Act 345 Police/Fire	\$3,614.94	\$0.00	\$1,312.62	\$4,927.56
Police Operating	\$607.02	\$0.00	\$220.41	\$827.43
Fire Operating	\$607.02	\$0.00	\$220.41	\$827.43
Fire & Police Extra Voted	\$3,054.39	\$0.00	\$1,109.08	\$4,163.47
Recreation	\$604.25	\$0.00	\$219.41	\$823.66
	\$0.00	\$0.00	\$0.00	\$0.00
Total City of Warren Tax Levies Captured:	\$18,060.85	\$0.00	\$6,558.09	\$24,618.94
Macomb Community College Tax Levies:				
Operating	\$921.53	\$0.00	\$334.62	\$1,256.15
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
Total Macomb Comm College Tax Levies Captured:	\$921.53	\$0.00	\$334.62	\$1,256.15
	Ad Valorem	CFT New	CFT Frozen	Total
Grand Total - All Tax Levies Captured:	\$22,568.32	\$0.00	\$8,194.80	\$30,763.12

F. Scott Miller, MMAO

R-7658

Certification No.

Date

2024 - Brownfield Captured Value Tax Summary - UPDATED

LeCom/J.A.L. Property Ad Valorem Captured Value Tax Summary

	Total of 3 parcels. Ad Valorem only	Amount DDA	Brownfield Capture After DDA	10% of taxes to all Authorities		Remaining taxes/ Captured taxes	20% Split to all Authorities	Final Captured BRN Taxes	Brownfield cross-check	Total cross check
Unit of Government:	Taxes Levied	Capture	Column C-D	Column B-D*10%	State Brownfield	to Local Brownfield	Column H*20%	for Payout		
Macomb County Tax Levies:									0-052/000000000	
General County	\$4,379.11	\$2,828.13	\$1,550,98	\$155,10		\$1,395.88	\$279.18	\$1,116.71	\$1,550.98	\$4,379.1
Huron-Clinton Park	\$210.43	\$135,90	\$74.53	\$7.45		\$67.08	\$13.42	\$53.66	\$74.53	\$210.4
PA 280 - medical	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
Smart	\$962.97	\$621.91	\$341.06	\$34.11		\$306,96	\$61,39	\$245.57	\$341.06	\$962.9
Veteran's Authority	\$69.91	\$0.00	\$69.91	\$6.99		\$62.92	\$12.58	\$50,33	\$69,91	\$69.9
Zoo Authority 100% to Authority	\$95.73	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$95.7
DIA Institute 100% to Authority	\$198.19	\$0.00	\$0,00			\$0.00	\$0.00	\$0.00	50,00	
Total Macomb County Tax Levies:	\$5,916.34	\$3,585.94	\$2,036.48	\$203.65		\$1,832.84	\$366.57	\$1,466.27	\$2,036,48	
City of Warren Tax Levies:										
Operating	\$8,425.01	\$5,441.06	\$2,983,95	\$298,40		\$2,685,56	\$537,11	\$2,148,44	\$2,983,95	\$8,425.0
Road Improvement	\$2,026.57	\$1,308.81	\$717.77	\$71.78		\$645.99	\$129.20	\$516.79	\$717.77	\$2,026,5
EMS	\$280.24	\$180,98	\$99.25	\$9.93		\$89,33	\$17.87	\$71.46	\$99.25	
Library	\$1,283.63	\$828,99	\$454.63	\$45,46		\$409.17	\$81.83	\$327.33	\$454.63	\$1,283.6
Sanitation	\$2,807.89	\$1,813.40	\$994.49	\$99,45		\$895.04	\$179,01	\$716.04	\$994.49	\$2,807.8
Act 345 Police/Fire 100% to Authority	\$5,597.42	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$5,597,4
Police Operating	\$939,91	\$607.02	\$332,90	\$33,29		\$299.61	\$59.92	\$239.68	\$332,90	\$939.9
Fire Operating	\$939.91	\$607.02	\$332.90	\$33.29		\$299.61	\$59.92	\$239.68	\$332.90	\$939.9
Police & Fire Extra Voted	\$4,729.46	\$3,054.39	\$1,675.07	\$167.51		\$1,507.56	\$301.51	\$1,206.05	\$1,675.07	\$4,729.4
Recreation	\$935.62	\$604.25	\$331.38	\$33.14		\$298.24	\$59.65	\$238.59	\$331.38	
Total City of Warren Tax Levies:	\$27,965,67	\$14,445,91	\$7,922.33	\$792.23		\$7,130.10	\$1,426.02	\$5,704.08	\$7,922,33	\$27,965,6
Macomb Com College Tax Levies:	VI 32200	2007.23				2027-0	2012	0.12772	8.2.	
Operating	\$1,426,91	\$921,53	\$505,38	\$50.54		\$454,84	\$90,97	\$363,87	\$505,38	\$1,426.9
Total MCC Tax Levies:	\$1,426.91	\$921.53	\$505.38	\$50.54		\$454.84	\$90.97	\$363,87	\$505.38	\$1,426.9
Macomb Intermediate Sch Dist Tax Le										12022000
Operating	\$4,694.15	\$0.00	\$4,694,15	\$469,41		\$4,224.73	\$844.95	\$3,379.78	\$4,694,15	
Debt Service	\$173,49	\$0,00	\$173.49	\$17,35		\$156.14	\$15.61	\$140,53	\$173.49	
Total Macomb ISD Tax Levies Captured	\$4,867.64	\$0,00	\$4,867.64	\$486.76		\$4,380,87	\$860.56	\$3,520,31	\$4,867.64	\$4,867.6
State Education Tax Levies: SET	\$6,123,20	\$0.00	\$6,123.20	\$612.32	\$2,755.44	\$2,755.44	\$551.09	\$2,204.35	\$6,123.20	\$6,123.2
Total State Education Tax Levies Captur	\$6,123,20	\$0.00	\$6,123,20	\$612.32	\$2,755,44	\$2,755,44	\$551.09	\$2,204,35	\$6,123,20	
Total State Education Tax Levies Captur	\$0,123,20	\$0,00	\$6,123,20	3012,32	92,733.49	92,755,44	φυ, ι ευφ	32,204,33	30,123.20	\$0,123.2
Warren Cons. School District Tax Lev										
Operating Non-PRE (Real Parcel)	\$3,489.48	\$0.00	\$3,489.48	\$348.95		\$3,140.53	\$628.11	\$2,512.43	\$3,489.48	
Operating (Commercial Personal)	\$4,960.04	\$0.00	\$4,960.04	\$496.00		\$4,464.03	\$892.81	\$3,571.23	\$4,960.04	
Operating Supplemental	\$2,711.32	\$0.00	\$2,711.32	\$271.13		\$2,440.19	\$488.04	\$1,952.15	\$2,711.32	
School Debt	\$4,878.15	\$0.00	\$4,878.15	\$487,81		\$4,390.33	\$878.07	\$3,512,27	\$4,878,15	
Total Warren Cons. SD Tax Levies Capt	\$16,038,99	\$0,00	\$16,038,99	\$1,603,90		\$14,435,09	\$2,887.02	\$11,548.07	\$15,038.99	\$16,038.9
Total - All Tax Levies:	\$62,338.73	\$18,953.38	\$37,494.02	\$3,749.40	\$2,755.44	\$30,989.18	\$6,182.22	\$24,806.96	\$37,494.02	\$62,338.7
Total Admin, Fees Levied:	\$343.73									
				2			20 0.0			

Total Dispersed to DDA:
Total Dispersed to Developer: \$18,953.38 \$24,806.96 F. Scott Miller, MMAO

R-7658 Certification No. May 2, 2025 Date

## 2024 - Brownfield Captured Value Tax Summary DKM HOLDINGS, LLC

	Total Taxes	Total Taxes	Captured Taxes owed to	Captured Taxes owed to DDA
Unit of Government:	Billed	Paid	DKM Holdings	This column
Macomb County Tax Levies:				
General County	\$13,365.88	\$13,365.87		\$13,365.87
Huron-Clinton Park	\$642.28	\$609.92		\$609.92
PA 280 Medical	\$0.00	\$0.00		\$0.00
Smart	\$2,939.18	\$2,791.08		\$2,791.08
Veteran's Authority	\$213.37	\$202.61		
Zoo Authority	\$292.17	\$277.45		
DIA Institute	\$604.91	\$574.42		
Total Macomb County Tax Levies Captured:	\$18,057.80	\$17,821.35		\$16,766.87
City of Warren Tax Levies:				
Operating	\$25,714.75	\$25,714.75		\$25,714.75
Road Improvement	\$6,185.49	\$6,185.49		\$6,185.49
EMS	\$855.34	\$855.33		\$855.33
Library	\$3,917.87	\$3,917.87		\$3,917.87
Sanitation	\$8,570.23	\$8,570.23		\$8,570.23
Act 345 Police/Fire	\$17,084.40	\$17,084.39		\$17,084.39
Police Operating	\$2,868.79	\$2,868.78		\$2,868.78
Fire Operating	\$2,868.79	\$2,868.78		\$2,868.78
Police & Fire Extra Voted	\$14,435.21	\$14,435.20		\$14,435.20
Recreation	\$2,855.71	\$2,855.70		\$2,855.70
Total City of Warren Tax Levies Captured:	\$85,356.59	\$85,356.52		\$85,356.52
Macomb Community College Tax Levies:				
Operating	\$4,355.20	\$4,355.19		\$4,355.19
Debt Service	\$0.00	\$0.00		\$0.00
Total MCC Tax Levies Captured:	\$4,355.20	\$4,355.19	754	\$4,355.19
Macomb Intermediate Sch Dist Tax Levies:				
Operating	\$14,327.44	\$14,327.43	\$14,327.43	
Total Macomb ISD Tax Levies Captured:	\$14,327.44	\$14,327.43	\$14,327.43	
State Education Tax Levies:				
SET	\$18,689.18	\$18,689.17	\$18,689.17	
Total State Education Tax Levies Captured:	\$18,689.18	\$18,689.17	\$18,689.17	
Warren Cons. School District Tax Levies:				
Operating Non-PRE (Real Parcel)	\$53,242.43	\$53,242.42	\$53,242.42	
Operating (Commercial Personal)	\$941.70	\$863.93	\$863,93	
Operating Supplemental	\$514.76	\$514.76	\$514.76	
School Debt	\$14,889.05	\$14,889.04	\$0.00	
Total Warren Cons. SD Tax Levies Captured:	\$69,587.94	\$69,510.15	\$54,621.11	
Total Admin. Fees:	\$1,255.46	\$1,252.32		
Grand Total - All Tax Levies:	\$211,629.60	\$211,312.13	\$87,637.71	\$106,478.58
			DKM	DDA
Special Assessments:	\$0.00	\$0.00	600 040 00	
5% interest Total owed to DKM  Total Tax Warrant Amount:	\$211,629.60	\$211,312.13	\$92,019.60	
	VOIS-CHARLOWS CHARLOSSES.	φ211,312,10	¢07 ¢27 74	
Total Payment to Developer (41.57% o	\$87,637.71 			
	Authorities:	\$106,478.58	l .	\$406 470 E0
Total Dispersed to City and Local Aut	morities (58.43%	or rikj:		\$106,478.58
°7	TOTAL TIR DISPE	ERSEMENTS:	\$87,637.71	\$106,478.58
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R-7658

Certification No.

April 28, 2025

Date