



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
FEBRUARY 12, 2024 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR ROHRBACH

APPOINTMENT OF ACTING CITY CLERK

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

- [2.](#) Oakland County Treasurer Robert Wittenberg - Presentation on Foreclosure Prevention
- [3.](#) 2024 Random Acts of Kindness Proclamation

PUBLIC HEARINGS:

- [4.](#) CED Director - Public Hearing for Brownfield Plan for 29448 John R Rd - Former Active Adult Center

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [5.](#) City Council Regular Meeting Minutes of January 22, 2024

COMMUNICATIONS:

REPORTS:

- [6.](#) City Clerk - Board and Commission Appointments

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [7.](#) Purchasing Coordinator - Gateway Signage Project

ORDINANCES:

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: February 7, 2024

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, February 12, 2024

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, February 12, 2024.

PRESENTATION:

OAKLAND COUNTY TREASURER – PRESENTATION ON FORECLOSURE PREVENTION

Oakland County Treasurer Robert Wittenberg has requested time on the agenda to give the presentation on tax foreclosure prevention.

2024 RANDOM ACTS OF KINDNESS WEEK, FEBRUARY 11-17, 2024

City Council is scheduled to proclaim the week of February 11 through February 17, 2024, as Random Acts of Kindness Week. In its twenty-eighth consecutive year of celebrating Random Acts of Kindness Week, the City will again celebrate the human capacity for kindness. We encourage everyone to take kindness to heart.

PUBLIC HEARINGS:

PUBLIC HEARING FOR BROWNFIELD PLAN 29448 JOHN R ROAD

Moschouris Management Company, LLC is requesting the approval of a Brownfield TIF Plan for reimbursement of eligible activities as defined by the Michigan Brownfield Redevelopment Financing Act (Public Act 381). The developer is proposing a total “not to exceed” reimbursement of \$2,041,686 for eligible activities over a term of 30 years. This total includes \$1,785,905 in estimated eligible activities and a 15% contingency of \$255,781. In January the Brownfield Redevelopment Authority reviewed this plan and recommended that City Council approve the plan as presented.

Staff recommends that the City Council adopt the attached resolution to approve the Brownfield Plan for 29448 John R Rd, subject to review and approval of the language in the Development Agreement and Reimbursement Agreement by the Developer and City Attorney, and, upon acceptance thereof, to authorize the Mayor and City Clerk to sign the Development Agreement and Reimbursement Agreement.

REPORTS:

BOARDS AND COMMISSION APPOINTMENTS

City Council is scheduled to make the February appointments and renewals to the Boards and Commission seats.

BID AWARDS AND PURCHASES:

GATEWAY SIGNAGE PROJECT

The City of Madison Heights has been working toward updating its public image and branding efforts. As part of this ongoing branding plan, the City worked with Ideation Orange and a committee of DDA, Planning, Council, and Staff members to develop gateway sign design and specifications and issued RFP #MH 23-03 on November 2, 2023. The funding for this project is provided by donations from Quality Roots opening at 350 14 Mile Road. The initial donation will be \$25,000 to cover design and specifications with the project installations beginning at 14 and John R, with subsequent phased donations to complete all eight installations as indicated in the attached specifications.

On November 28, 2023, the City received proposals from four companies. Johnson Signs was the apparent low bidder with a total of \$148,815 plus \$1,000 for prototype costs. The initial location at 14 Mile & John R is quoted at \$19,560. City staff checked references for Johnson signs which came back favorable. If approved, staff will work with Johnson Signs and Quality Roots to establish a phased fabrication and installation schedule agreeable to all parties.

Staff and I would recommend that Council approve the award of this RFP to Johnson Signs for fabrication and installation of all eight (8) gateway signs in the total amount of \$149,815, to be phase funded with the initial sign installation at 14 Mile and John R. Council will be updated regarding other installation locations and timing once the funding and production schedule is finalized.



Prevent Property Tax Foreclosure

Robert Wittenberg,
Oakland County Treasurer

Oakland Treasurer's Office At-A-Glance

July 1, 2022 – June 30, 2023

Collaboration	36 City, Village and Township Meetings	51 County Department Leader Meetings	147 Community Events Attended	236 Business, Civic, Community, Education and Faith-Based Leader Meetings
	445 Surplus Properties	15 Side Lots Sold	\$11,648 Side Lot Sales	

Public Funds Security, Investments and Management

\$1.3B County Funds Invested	\$20M Interest Earned	\$582M Funds Deposited	\$506M Debt Managed for Capital Projects	\$1.56B Funds Disbursed
948 Home Repair Mortgage Payments Received	\$185K Mortgage Payment Received	47,290 Vendor Payments	172K Employee and Retiree Payments	56 Government Units in the Local Government Investment Pool (LGIP)

2023 Property Tax Foreclosure Prevention Efforts

Our office works tirelessly and collaboratively throughout the year to assist residential and commercial property owners retain their property rights while complying with Michigan law.

This year, we significantly decreased the tax-foreclosed properties to our lowest number ever. A summary of our efforts is below.

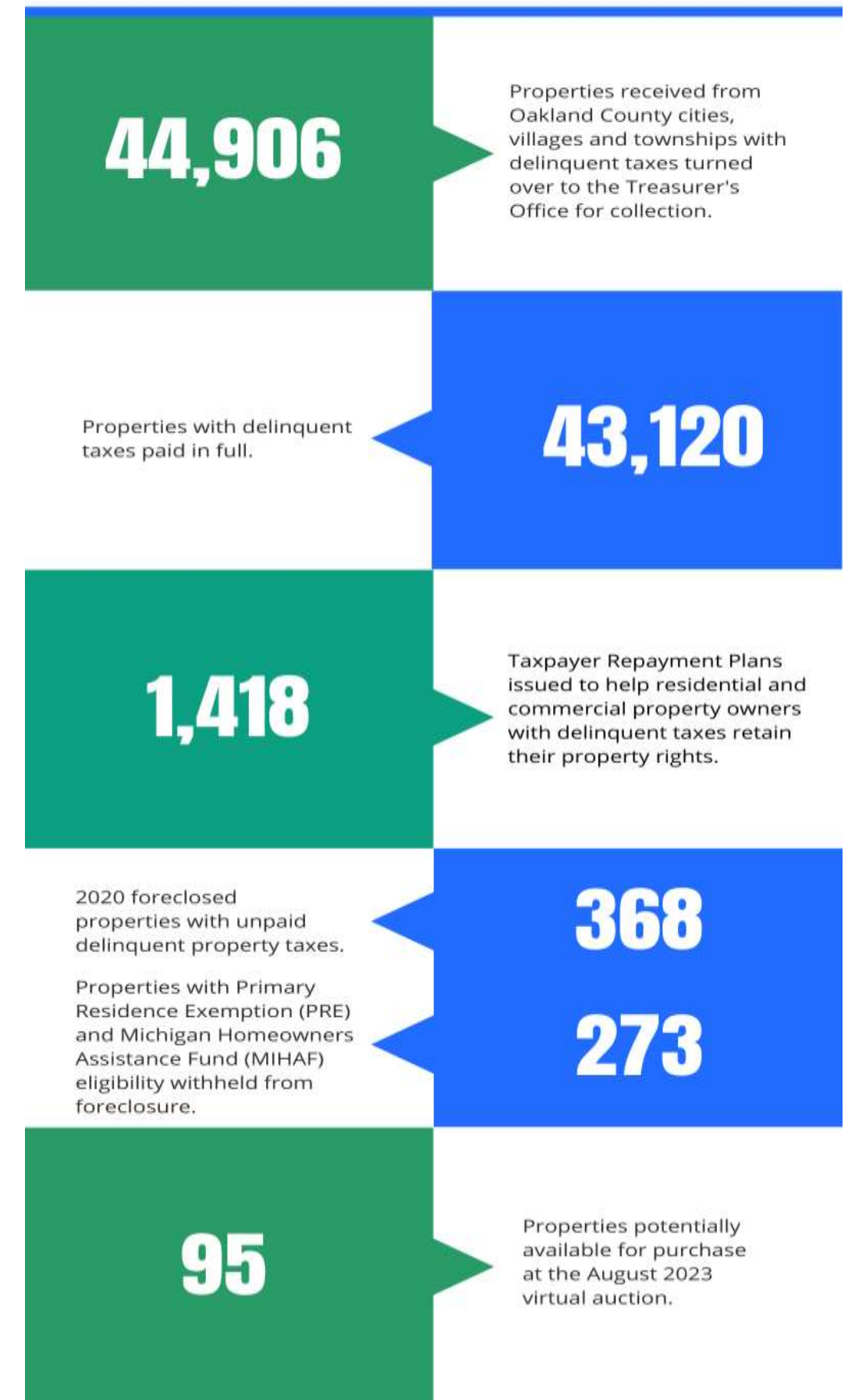
- 1,226 taxpayer assistance meetings
- 1,418 taxpayer repayment plans
- 4,442 delinquent property visits to provide notice and resources
- 10,484 business engagements to prevent property seizure
- 100,776 resources and notices for 2023, 2024 and 2025
- 3.065 million total impressions from the multimedia campaign
- \$4.836 million in MIHAF financial assistance from 357 applications



Prevent Property Tax Foreclosure Recap

Item 2.

The following data summarizes the 2020 delinquent property taxes, our efforts to prevent property tax foreclosure, and the third and final year of the foreclosure process.



Property Tax foreclosure is a three-year process.

2021 Unpaid Property Taxes

41,465 Delinquent properties were turned over for collection.

6,066 Properties were forfeited on Mar. 1, 2023, and are subject to foreclosure.

2024 Property Tax Foreclosure Prevention Efforts

The deadline is April 1.

Full Payment or Repayment Plan

All unpaid 2021 property taxes must be paid in full, or a Repayment Plan must be approved by April 1, 2024.

We're here to help!

FEC and TAMs

Our Financial Empowerment Center (FEC) offers free and confidential financial counseling services.

Taxpayer Assistance Meetings (TAMs) are one-on-one calls to potentially set up or renew a repayment plan for property owners with unpaid 2021 and prior year property taxes.

Community outreach is ongoing.

Community Meetings and Campaign

Our efforts to raise awareness and encourage property owners with unpaid property taxes to pay in full or contact our office for assistance are ongoing. We also conduct a multimedia advertising campaign throughout February and March.

Properties with unpaid taxes will be foreclosed.

Per State law, property ownership transfers to the Treasurer's Office.

Foreclosed properties will be available for purchase in a virtual land sale auction in the summer and fall.

In 2023, less than 100 properties were available for purchase from 368.

Help us spread the word.

Digital and print materials are available.

We appreciate your assistance and support. Flyers and articles are available. We also welcome the reposting of our social media content.



**AVOID
FORECLOSURE**

Community Resources

Financial Empowerment Center
Oakland County Treasurer's Office

(248) 858-0672

oakgov.com/treasurer

Poverty Exemption
Oakland County Equalization
Department or
Local Assessor

(248) 858-0740

oakgov.com

Lakeshore Legal Aid
New Clients

(888) 783-8190

lakeshorelegalaid.org

oakgov.com/treasurer

Contact Us



bit.ly/octo-subscribe

Robert Wittenberg]

Treasurer

Oakland County Treasurer's Office

(248) 858-0611

treasurer@oakgov.com

**PROCLAMATION
RANDOM ACTS OF KINDNESS WEEK**

WHEREAS, our daily news is dominated by tragic stories of crime, violence and disaster, often leaving citizens with feelings of despair and helplessness; and,

WHEREAS, Twenty-eight years ago former Councilwoman Margene Scott created the very first proclamation and introduced *Random Acts of Kindness Week* to the City of Madison Heights, and has helped the City celebrate Random Acts of Kindness each year since through her dedicated services to the City and continues to do so after her retirement in 2019; and,

WHEREAS, Random Acts of Kindness Week is enacted to encourage Madison Heights residents to commit conscious acts of goodwill as an affirmation of the goodness and generosity of the human spirit; and,

WHEREAS, by performing small acts of kindness on a daily basis, we have an opportunity to recognize and celebrate the far-reaching effects we as individuals can have on the world around us; and,

WHEREAS, it is time for everyone to exemplify kindness in our daily lives, and make an effort to be better humans. Remember to TAKE KINDNESS TO HEART. The work of being kind never ends, and kindness is truly essential to our survival. Being kind every day is one way we can all make a difference.

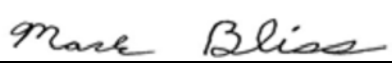
NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council proclaim the week of February 11 – 17, 2024 as

ACTS OF KINDNESS WEEK


and urge all citizens to join in celebrating the week with acts of kindness, patience and understanding, and we challenge you to make kindness a way of life, all year long.




Roslyn Grafstein
Mayor




Mark Bliss
Mayor Pro Tem



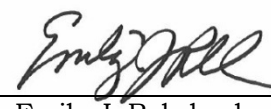
William J. Mier
Councilman



David M. Soltis
Councilor



Sean D. Fleming
Councilman



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/12/24

PREPARED BY: Giles Tucker - CED

AGENDA ITEM CONTENT: 29448 John R Rd Brownfield Plan

AGENDA ITEM SECTION: Public Hearings

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Moschouris Management Company, LLC is requesting the approval of a Brownfield TIF Plan for reimbursement of eligible activities as defined by Michigan Brownfield Redevelopment Financing Act (Public Act 381). The developer is proposing a total "not to exceed" reimbursement of \$2,041,686 for eligible activities over a term of 30 years. This total includes \$1,785,905 in estimated eligible activities and a 15% contingency of \$255,781.

RECOMMENDATION:

Staff recommends that City Council adopt the attached resolution to approve the Brownfield Plan for 29448 John R Rd, subject to review and approval of the language in the Development Agreement and Reimbursement Agreement by the Developer and City Attorney, and, upon acceptance thereof, to authorize the Mayor and City Clerk to sign the Development Agreement and Reimbursement Agreement.

Brownfield Redevelopment Authority of City of Madison Heights

Memorandum

Date: February 6, 2024

To: Melissa Marsh, City Manager

From: Giles Tucker, Director of Community & Economic Development

Subject: 29448 John R Rd Brownfield TIF Plan

The City of Madison Heights and MMD Acquisitions LLC entered into an agreement for the sale of the property located at 29448 John R Rd on May 10th, 2022. This agreement included a due diligence period, which was extended, and the property was closed upon in November 2023. A condition of the sale of the property was the approval of an approved Brownfield Plan that included the reimbursement of eligible activities as defined in the Michigan Brownfield Redevelopment Financing Act (Public Act 381). The proceeds of the sale of this property were a significant part of the funding for the much-needed renovation of City Hall, Adult Active Center, and Library.

Basis for Brownfield Eligibility

This site was formerly used as a landfill for the Royal Oak dump and as a part of the Southeastern Oakland County Resource Recovery Authority's (SOCCRA) transfer station and incinerator. A Phase II ESA found heavy metals and naphthalene in soil samples and arsenic in the groundwater samples above Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 generic residential cleanup criteria (GRCC). For this reason, the property qualifies as a "facility" as defined by 1994 P.A. 451, Part 201, as amended. Phase II ESA also detected Mercury, ethylbenzene, naphthalene, and 1,2,4-trimethylbenzene were detected above EGLE Residential Volatilization to Indoor Pathway (VIAP) Screening Levels, dated September 4, 2020. The complete Phase II report conducted by NTH Consultants can be found under Appendix E of the included proposed Brownfield Plan.

Summary of Eligible Activities & Total Reimbursement

Tax Increment Financing revenues will be used to reimburse costs of eligible activities as permitted by the Brownfield Redevelopment Financing Act. It is important to note that cost estimates may increase or decrease depending on unknown conditions as the project is under development. The total "not to exceed" cost discussed later is the maximum amount of reimbursement allowed for this plan unless the Plan is amended by the MHBRA & City Council. The following are estimates for each of these eligible activity areas:

- Work Plan Exempt Activities	\$50,700
- Department Specific Activities	\$810,230
- Demolition	\$117,500
- Asbestos Abatement	\$30,000
- Infrastructure Improvements	\$500,000
- Site Preparation	\$247,475
- Preparation and Implementation of a Brownfield Plan	\$30,000
<i>Est. Eligible Activities Subtotal</i>	\$1,785,905

It is anticipated that most of these activities will be performed after the adoption of this Brownfield Plan. However, the Brownfield Plan allows for eligible activities to be included for reimbursement if they are performed up to 180 days prior to the adoption to the Brownfield Plan's approval by the City Council.

The developer is requesting a "not to exceed" total reimbursement of **\$2,041,686 for eligible activities**. This total includes \$1,785,905 in estimated eligible activities and a 15% contingency of \$255,781. This contingency excludes Baseline Environmental Assessment Activities and preparation and implementation of the Brownfield Plan. However, Table 2 within the Brownfield Plan shows a projected reimbursement of **\$1,497,551** over 30 years of capture, assuming a new taxable value of \$1.2M increasing 2% per year for the duration of the plan.

Madison Heights Brownfield Redevelopment Authority (MHBRA) Action

On January 16, 2024, the MHBRA reviewed the 29448 John R Rd Brownfield plan and recommended that City Council approve the plan with the following motion:

Motion by Busler, Seconded by Morando, that the Madison Heights Brownfield Redevelopment Authority (MHBRA) recommends that Madison Heights City Council adopt the proposed Brownfield Plan for property located at 29448 John R Rd and to authorize the Mayor and City Clerk to sign the Development Agreement and Reimbursement Agreement after review and minor modifications are made from the City Attorney.

Staff Recommendation

Staff recommends that City Council adopt the attached resolution to approve the Brownfield Plan for 29448 John R Rd, subject to review and approval of the language in the Development Agreement and Reimbursement Agreement by the Developer and City Attorney, and, upon acceptance thereof, to authorize the Mayor and City Clerk to sign the Development Agreement and Reimbursement Agreement.

Attachments

1. Proposed Resolution
2. 29448 John R Rd Draft Development Agreement
3. 29448 John R Rd Draft Reimbursement Agreement
4. Brownfield Application
5. 29448 John R Rd Draft Brownfield Plan
6. Public Hearing Notice
7. January 16th, 2024, MHBRA Meeting Minutes

Madison Heights Brownfield Redevelopment Authority Project Application Form

All interested applicants are required to have pre-application meeting with city staff to discuss eligibility guidelines and obligations. Company President, senior management, or other company representatives who will be signing the Brownfield Redevelopment application are required to attend the application meeting. Contact the Community & Economic Development Department at 248-583-0831 to schedule this pre-application meeting.

This application form must be completed and signed by the applicant to initiate the project review process by the Madison Heights Brownfield Redevelopment Authority (MHBRA). The completed application forms, application fee, and any supplemental materials must be submitted to the Madison Heights Community Development Department, 300 West 13 Mile Road, Madison Heights, MI 48071-1853. There are no deadlines for the submittal of applications – applications will be accepted on an ongoing basis.

Once the appropriate City departments have reviewed the application, applicant will provide copies of the application, revised if necessary, for the MHBRA.

For assistance in completing this application form, please contact the Madison Heights Economic Development Division at (248)837-2650 (phone) or gilestucker@madison-heights.org.

PROJECT APPLICANT INFORMATION

Project Applicant Name: 28202 Woodward Holding, LLC

Mailing Address: 876 Horace Brown Drive, Madison Heights, MI 48071

Contact Person for Applicant: William Gershenson

Telephone/Fax Number: (248) 417-3913

E-mail Address: wgershenson@mmdco.com

Property Owner Name: 28202 Woodward Holding, LLC

Mailing Address: 876 Horace Brown Drive, Madison Heights, MI 48071

Contact Person for Property Owner: William Gershenson

Telephone/Fax Numbers: (248) 417-3913

E-mail Address: wgershenson@mmdco.com

❖ *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 form for consideration by the MHBRA.*

❖ *Attach copy of current title commitment and proof of ownership.*

PROJECT INFORMATION

Project Address: 29448 John R. Road, Madison Heights, Michigan

Parcel ID Number(s): 44-25-12-304-010

Legal Description:

T1N, R11E, SEC 12, N 3 ACRES OFS 6 ACRES OF NW ¼ OF SW ¼ EXC 690 FT, ALSO PART OF NW ¼ OF SW ¼ BEG AT SW SEC COR, TH E 672.6 FT, TH 95.9 FT, TH W 672.2 FT, TH S 95.9 FT TO BEG, ALSO PART OF SW ¼ OF SW ¼ BEG AT PT DIST N 00-10-00 E 1205.19 FT FROM SW SEC COR, TH N 00-10-00 E 80.39 FT, TH S 89-29-00 E 1374.18 FT, TH S 00-26-00 W 79.89 FT, TH N89-58-00 W 1373.81 FT TO BEG EXC W 60 FT OF EACH TAKEN FOR RD, ALSO EXC PART OF SW ¼ BEG AT PT DIST S 00-02-18 W 1161.72 FT & S 89-51-16 E 60 FT FROM W ¼ COR, TH S 89-51-16 E 613.92 FT, TH S 00-18-28 E 14.24 FT, TH N 89-50-41 W 614 FT, TH N 00-02-18 E 14.14 FT TO BEG 4.91 A 08/04/08 FR 006

Proposed Project Description:

This project includes demolition of the existing vacant former senior center buildings (totaling approximately 12,427 square feet), to construct a 4,625 square foot car wash facility and a drive-thru restaurant consisting of approximately 2,500 square feet. In addition, the project will include the installation of an underground stormwater detention system, landscaping, and the removal and restoration of a parking lot into a greenfield.

- ❖ *Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.*

Proposed Redevelopment Use(s):

See Above.

Anticipated Project Schedule/Critical Dates:

Demolition and site preparation activities are anticipated to begin in the winter of 2023 with the construction taking place immediately after. It is anticipated the project will be completed over a 1-year period, with completion estimated in the winter of 2024.

Status of Development Permits and Applications:

Description of Known or Suspected Environmental Contamination Concerns:

The subject property was formerly used for landfilling, which included the presence of buried waste fill consisting of dump refuse, incinerator ash, and unburned refused. Concentrations of volatile organic compounds (VOCs) including naphthalene and heavy metals, including lead and mercury were identified in soil samples analyzed from the Property during previous site investigations occurring on July 20, 2020, above the Part 201 Generic Residential Cleanup Criteria (GRCC) drinking water protection (DWP), groundwater surface water interface protection (GSIP), and direct contact (DC) screening levels.

- ❖ *Attach additional pages if needed and supporting documentation or reports if available.*

Summary of Needed Eligible Activities and Projected Costs (if known):

Total Estimated Eligible Costs: \$2,041,686

Work plan exempt activities (due diligence costs), vapor barrier design and installation, contaminated soil management, demolition and asbestos abatement, site preparation activities, stormwater detention, and preparation and implementation of a brownfield plan.

❖ *Attach additional pages if needed and supporting documentation or reports if available.*

Projected Private Investment in Redevelopment:

Approximately \$4.8 Million

❖ *Attach detailed project budget illustrating all related project expenses, sources of financing, and project financing needs.*

Anticipated Job Creation or Retention Impacts:

Approximately 25 new jobs, and 75 construction jobs.

Other Significant Project Information:

Application Fees


Non-Refundable Fee (payment to: City of Madison Heights, 300 W. 13 Mile, Madison Heights, MI 48071)
 Fee Schedule for 2023 \$1,500.00

Payment of application fee is non-refundable and due at the time of application. Acceptance of the fee does not constitute approval of Plan.

Important Note: The application and processing fee for the City of Madison Heights Brownfield Redevelopment Authority do not include other fees required for applicable review or permits (rezoning, site plan, special use, engineering review, building permits, etc) Additional fees may be charged by the State of Michigan, MDEQ or MEDC. Applicant is required to supply a Developer and Reimbursement Agreement in order to qualify for any financial assistance or reimbursement.

Acknowledgment and Agreement

Applicant affirms that they are not involved in any litigation of any kind against the City, including actions in the Michigan Tax Tribunal and actions initiated under section 211.154 of the General Property Tax Act against the City. Additionally, if the Applicant institutes or becomes involved with litigation of any kind against the City after the application and/or the Work Plan has been approved, the applicant shall consent to a request by the MHBRA to terminate any or all agreement, including any approval of a Work Plan executed between the applicant and the MHBRA.

Signature:  Date: 11/17/2023
 (Company Officer, no authorized agents or consultants)

Applicant, whether a corporate entity, partnership, or other legal type of business entity or an individual, acknowledges and verifies that it is current on all tax obligations, assessments or other governmental levies and assessments and that the same have been paid when due and payable and no delinquencies exist at the time of application. Please note as part of the application process, all information will be verified and confirmed

Signature:  Date: 11/17/2023
 (Company Officer, no authorized agents or consultants)

Applicant submits the final application along with all necessary supporting documents and appropriate fees.

Date: 11/17/2023

**CITY OF MADISON HEIGHTS
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

**FORMER MADISON HEIGHTS SENIOR CENTER
LOCATED AT 29448 JOHN R ROAD
MADISON HEIGHTS, MICHIGAN**

February 12, 2024

Approved by BRA: January 16, 2024
Approved by City Council:

Prepared on Behalf of:

Moschouris Management Company, LLC
28454 Woodward Avenue
Royal Oak, Michigan 48067
Contact Person: William Gershenson
Telephone: (313) 969-7172

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

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Appendix C	Current Site Photos
Appendix D	Site Plans and Renderings
Appendix E	Documentation of Eligibility

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

PROJECT SUMMARY

Project Name:	Former Madison Heights Senior Center
Applicant/Developer:	
Project Location:	The property is located at 29448 John R Road in Township one north (T.1N), Range eleven east (R.11E), Section 12, Madison Heights, Oakland County Michigan 48071 (the "Property").
Type of Eligible Property:	The property is determined to be a "Facility".
Eligible Activities:	Workplan Exempt Activities, Department Specific Activities, Asbestos Abatement Activities, Demolition, Infrastructure Improvements, Site Preparation, and Preparation of a Brownfield Plan.
Developer Reimbursable Costs:	\$2,041,686 (includes eligible activities and 15% contingency)
Length of Developer Reimbursement:	Estimated 30 Years from start of capture
Project Overview:	This project includes demolition of the existing vacant former senior center buildings (totaling approximately 12,427 square feet), to construct a 4,625 square foot car wash facility and a drive-thru restaurant consisting of approximately 2,500 square feet. In addition, the project will include the installation of an underground stormwater detention system, landscaping, and the removal and restoration of a parking lot into a greenfield.
Estimated Capital Investment:	Approximately \$4.8 million (including Acquisition, Hard and Soft Costs)
Estimated Job Creation:	It is estimated that 75 construction jobs and 25 new full-time equivalent (FTE) permanent jobs will be created by this redevelopment.

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Madison Heights (“the City”), the City has established the Madison Heights Brownfield Redevelopment Authority (MHBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible “Brownfield” Property within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, 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.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

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

I.a. Property Description

The Eligible Property consists of one (1) legal parcel totaling approximately 4.91 acres with a street address of 29448 John R. Road, Madison Heights, Oakland 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 on the John R. Road corridor, bounded by Dartmouth Street to the north, residential to the east, commercial/industrial to the south, and John R. Road to the west. Individual parcel information is outlined below.

Property Address	Parcel ID Number	Approximate Acreage	Eligibility
29448 John R. Road	44-25-12-304-010	4.91 acres	Facility

The parcel is currently zoned M-1 LT Light Industrial, and the Property is commercially developed with a 11,661 square foot, single-story, slab-on grade senior center building and a 766 square foot single-story, slab-on-grade masonry storage building.

The subject property was used for residential and agricultural purposes from at least 1936 to 1952. From about 1956 to 1972, the number of structures on the property decreased and the eastern portion of the property was part of the Southeastern Oakland County Resource Recovery Authority (SOCRRA) and was used for landfilling and associated waste management activities, including an incinerator and waste transfer station. Since 1977, the property has been used as a senior center and a park.

I.b. Basis of Eligibility

The subject property is considered “eligible property” as defined by Act 381, Section 2 because it (a) is located within the City of Madison Heights, a qualified local governmental unit under Act 381; (b) is determined to be a “facility” as defined by Act 381.

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

Moschouris Management Company, LLC or any affiliate, or such other developer as approved by the Authority, are collectively the project developer (“Developer”).

Moschouris Management Company, LLC (herein referred to as MMC), has been Michigan’s most experienced and highest volume retail real estate brokerage firm for over 28 years. MMC specializes in tenant representation, property acquisitions, surplus disposition, leasing services, and investment sales.

The proposed redevelopment includes demolition of the existing buildings (totaling approximately 12,427 square feet), to prepare the property for the construction of a 4,625 square foot car wash facility and a drive-thru restaurant consisting of approximately 2,500 square feet. In addition to the construction of the proposed buildings and associated parking lots, the project will include the installation of an underground stormwater detention system, landscaping, and the demolition of the existing parking lot located west of the existing building. The area will initially be restored as a greenfield while future development options are considered.

Demolition and site preparation activities are anticipated to begin in the winter of 2023 with the construction taking place immediately after. It is anticipated the project will be completed over a 1-year period, with completion estimated in the winter of 2024. MMC will invest an estimated \$4.8 million in the development and create approximately 75 construction jobs and 25 new full-time equivalent (FTE) permanent jobs. Preliminary site plans and renderings are included in Appendix D.

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
- Department Specific Activities
- Demolition
- Asbestos Abatement
- Site Preparation
- Infrastructure Improvements
- Preparation and Implementation of a Brownfield Plan

A 15% contingency has also been calculated and included within this Brownfield Plan. Tax Increment Revenues are also projected to be captured for MHBRA administrative fees and the Local Brownfield Revolving Fund (LBRF) if increment is available.

A summary of the eligible activities and their associated cost 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.

“Pre-plan” eligible activity costs may be incurred no more than six months (180 days) prior to this plan’s approval by Madison Heights City Council.

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

1. Work Plan Exempt Activities include the completion of a Phase I Environmental Site Assessment (ESA), Phase II ESAs, Baseline Environmental Assessment (BEA) and Hazardous Materials Survey, as required as part of the pre-purchase due diligence conducted on the property at a cost of \$50,700.
2. Department Specific Activities includes vapor barrier design and installation, contaminated soil transport, disposal and backfill, groundwater management, utility corridor migration barriers, utility gasketing, surface cover, and oversight, sampling and reporting at an estimated cost of \$810,230.
3. Demolition includes building and site demolition, fill/compaction/rough grading to balance site where building was located, and removal of parking lots at an estimated costs of \$117,500.

4. Asbestos, Lead, and Mold Activities includes the abatement of asbestos containing materials within the existing buildings, and abatement monitoring, oversight, air monitoring and reporting by an environmental professional at an estimated cost of \$30,000.
5. Site Preparation includes temporary erosion control, temporary site control (fencing, gates, signage, and/or lighting), grading, and fill relating to other eligible activities at an estimate cost of \$247,475.
6. Infrastructure Improvements includes an underground storm water detention system at an estimated cost of \$500,000.
7. Preparation and Implementation of a Brownfield Plan and associated activities (e.g. meetings with BRA, review by City Attorney etc.) at an estimated cost of \$30,000.
8. 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 Baseline Environmental Assessment Activities and preparation and implementation of the Brownfield Plan.

The total estimated cost of Eligible Activities subject to reimbursement to the developer from tax increment revenues is \$1,785,905, with a potential \$255,781 contingency, resulting in a total, not to exceed cost of \$2,041,686 unless the Plan is amended and approved by the MHBRA and City Council. At the time of Plan submission, it is estimated that \$1,442,551 of the total eligible activities will be reimbursed over 30 years.

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 MHBRA, 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 2023 tax year tax value, which is \$0. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the subject property, which is expected to begin in 2025 or when full redevelopment is completed, whichever occurs first. The estimated taxable value of the completed development is \$1,200,000. An annual increase in taxable value of 2.0% 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 MHBRA will capture \$2,500 of the total tax increment revenues on an annual basis for administrative fees, which is estimated to be \$75,000.

The MHBRA has established a Local Brownfield Revolving Fund (LBRF). If available, capture for the LBRF for five (5) years following developer reimbursement is eligible. Any funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

Prior to reimbursement of tax increment revenues to the Developer, payment of administrative fees will occur first.

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 Moschouris Management Company, LLC. The Developer will be reimbursed for eligible costs as described in Section II.c and outlined in Table 1. Costs for Eligible Activities funded by Moschouris Management Company, 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 MHBRA 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))

Tax increment revenue capture will begin when tax increment is generated by redevelopment of the subject property, which is expected to begin in 2025 or when full redevelopment is completed, whichever occurs first.

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 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 Madison Heights 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.

Millage	Rate	Developer Reimbursement	Administrative Fee	Local Brownfield Revolving Fund	Totals
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ -	\$ -
School Operating	18.0000	\$ -	\$ -	\$ -	\$ -
Subtotal	24.0000	\$ -	\$ -	\$ -	\$ -
					\$ -
City Operating	12.8746	\$ 595,368.24	\$ 31,389.11	\$ -	\$ 626,757.35
Solid Waste	2.4976	\$ 115,498.09	\$ 6,089.31	\$ -	\$ 121,587.40
Road Improvement	1.8882	\$ 87,317.22	\$ 4,603.55	\$ -	\$ 91,920.78
Senior Citizens	0.4484	\$ 20,735.64	\$ 1,093.23	\$ -	\$ 21,828.87
Fire Stations BO	0.0000	\$ -	\$ -	\$ -	\$ -
County Gen Fund	3.9686	\$ 183,522.47	\$ 9,675.70	\$ -	\$ 193,198.17
Oakland Comm College	1.4891	\$ 68,861.39	\$ 3,630.52	\$ -	\$ 72,491.91
OISD Allocated	0.1881	\$ 8,698.43	\$ 458.60	\$ -	\$ 9,157.03
OISD Voted	2.9777	\$ 137,699.66	\$ 7,259.83	\$ -	\$ 144,959.48
Lanphere Sinking	2.9297	\$ 135,479.96	\$ 7,142.80	\$ -	\$ 142,622.76
Oakland Transit	0.9500	\$ 43,931.45	\$ 2,316.16	\$ -	\$ 46,247.61
H-C Metroparks	0.2070	\$ 9,572.43	\$ 504.68	\$ -	\$ 10,077.11
County Park & Rec	0.3431	\$ 15,866.19	\$ 836.50	\$ -	\$ 16,702.69
Subtotal	30.7621	\$ 1,422,551.17	\$ 75,000.00	\$ -	\$ 1,497,551.17
					\$ -
Total Capturable Millages	54.7621	\$ 1,422,551.17	\$ 75,000.00	\$ -	\$ 1,497,551.17
Non-Capturable Millages	Rate			Taxes Preserved for Taxing Unit	
Zoo Authority	0.0945			\$ 4,600.42	\$ 4,600.42
Art Institute	0.1945			\$ 9,468.59	\$ 9,468.59
P & F Pension	7.0000			\$ 340,771.87	\$ 340,771.87
Chap 20 Drain	0.8200			\$ 39,918.99	\$ 39,918.99
Total Non-Capturable Millages	8.1090			\$ 394,759.87	\$ 394,759.87

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 a map(s) showing the location and dimensions of the eligible property is included in Appendix B.

The subject property is considered "eligible property" as defined by Act 381, Section 2 because it (b) is located within the City of Madison Heights, a qualified local governmental unit under Act 381; and (b) is determined to be a "facility" as defined by Act 381.

The subject property was formerly used for landfilling, which included the presence of buried waste fill consisting of dump refuse, incinerator ash, and unburned refused. Concentrations of volatile organic compounds (VOCs) including naphthalene and heavy metals, including lead and mercury were identified in soil samples analyzed from the Property during previous site investigations occurring on July 20, 2020, above the Part 201 Generic Residential Cleanup Criteria (GRCC) drinking water protection (DWP), groundwater surface water interface protection (GSIP), and direct contact (DC) screening levels. Based on the identified exceedances of the Part 201 cleanup criteria, the Property meets the definition of a "facility" in accordance with Parts 201 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended. MMC conducted pre-purchase due diligence which included a Phase I ESA, Phase II ESAs, and a Baseline Environmental Assessment (BEA). The BEA provides statutory protection to the new owners and operators of the "facility" against cleanup liability for pre-existing

subsurface contamination under Michigan law. However, the non-liable owner and operator has due care obligations as defined under Section 20107a of Part 201.

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

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

29448 John R Road, Madison Heights, Oakland County, Michigan:

Parcel Number: 44-25-12-304-010

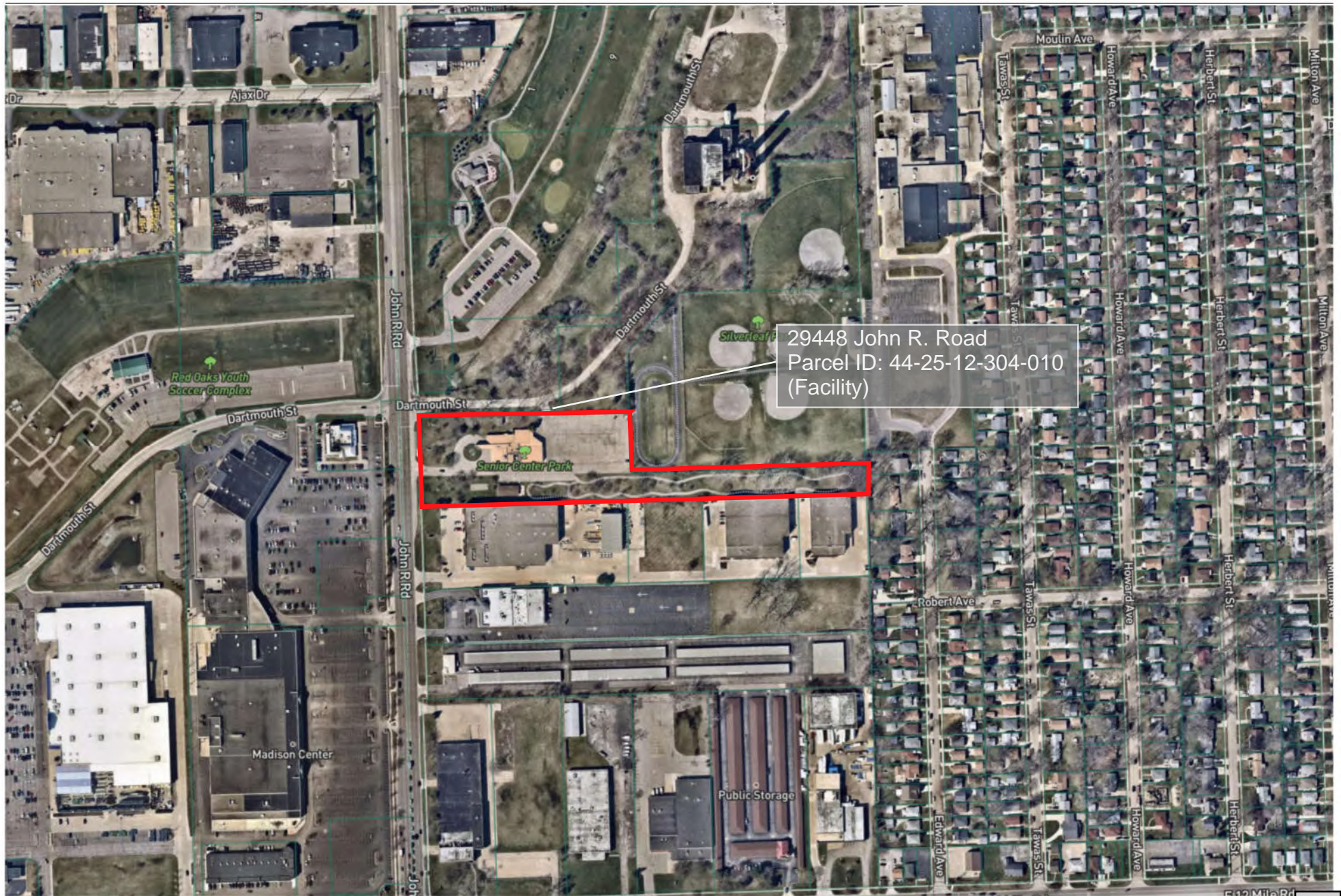
T1N, R11E, SEC 12, N 3 ACRES OFS 6 ACRES OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ EXC 690 FT, ALSO PART OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ BEG AT SW SEC COR, TH E 672.6 FT, TH 95.9 FT, TH W 672.2FT, TH S 95.9 FT TO BEG, ALSO PART OF SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ BEG AT PT DIST N 00-10-00 E 1205.19 FT FROM SW SEC COR, TH N 00-10-00 E 80.39 FT, TH S 89-29-00 E 1374.18 FT, TH S 00-26-00 W 79.89 FT, TH N89-58-00 W 1373.81 FT TO BEG EXC W 60 FT OF EACH TAKEN FOR RD, ALSO EXC PART OF SW $\frac{1}{4}$ BEG AT PT DIST S 00-02-18 W 1161.72 FT & S 89-51-16 E 60 FT FROM W $\frac{1}{4}$ COR, TH S 89-51-16 E 613.92FT, TH S 00-18-28 E 14.24 FT, TH N 89-50-41 W 614 FT, TH N 00-02-18 E 14.14 FT TO BEG 4.91 A 08/04/08 FR 006

Appendix B

Eligible Property Location Map

Appendix B

Item 4.



Appendix C

Current Site Photos



PROPERTY PHOTOGRAPHS

PROJECT NAME:	29448 John R Road Property	PROJECT NO.:	22000306
PROPERTY ADDRESS:	29448 John R Road, Madison Heights, Michigan		
DATE TAKEN:	May 17, 2022	TAKEN BY:	Z.Moriarty
		PAGE:	1 of 9



Photograph 1. Overview of property, facing east.



Photograph 2. Overview of property, facing northwest.



PROPERTY PHOTOGRAPHS

PROJECT NAME:	29448 John R Road Property	PROJECT NO.:	22000306
PROPERTY ADDRESS:	29448 John R Road, Madison Heights, Michigan		
DATE TAKEN:	May 17, 2022	TAKEN BY:	Z.Moriarty
		PAGE:	2 of 9



Photograph 3. Walking paths and picnic area located in the south portion of property.



Photograph 4. Overview of pavilion located in the south portion of property.



PROPERTY PHOTOGRAPHS

PROJECT NAME:	29448 John R Road Property	PROJECT NO.:	22000306
PROPERTY ADDRESS:	29448 John R Road, Madison Heights, Michigan		
DATE TAKEN:	May 17, 2022	TAKEN BY:	Z.Moriarty
		PAGE:	3 of 9



Photograph 5. Overview of shuffleboard court located in the south portion of property.



Photograph 6. Shed on the north portion of property.

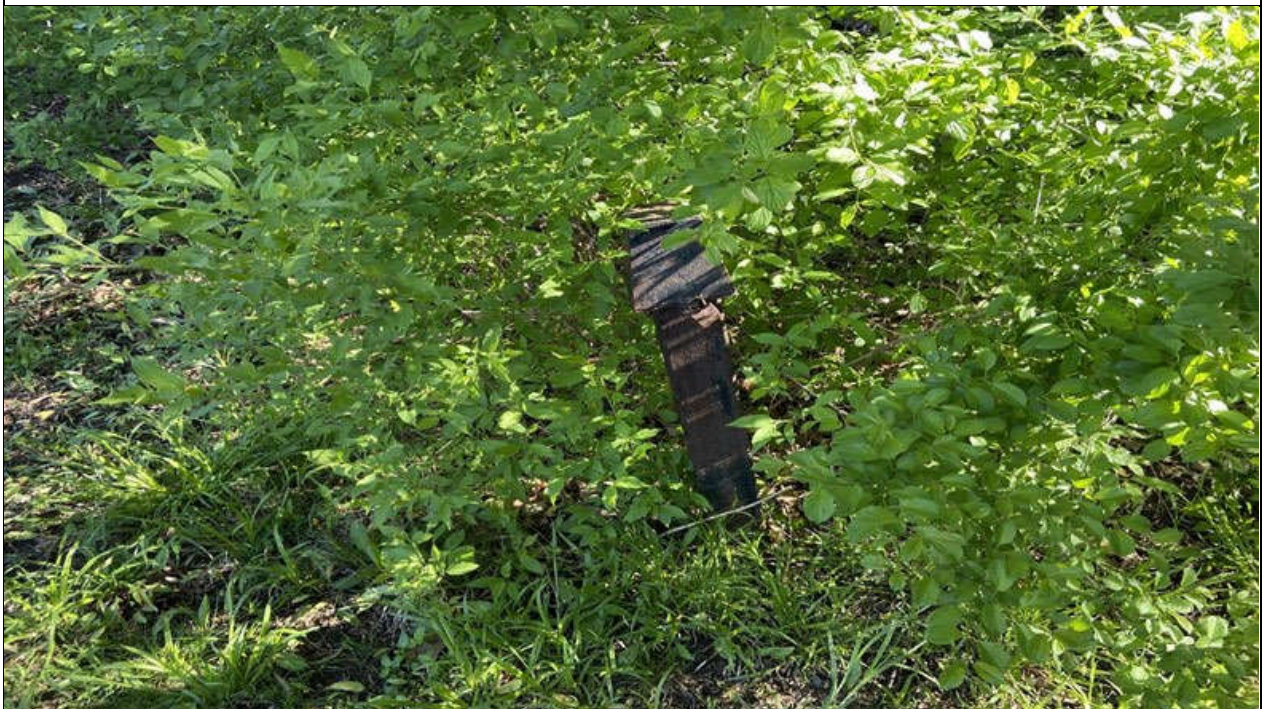


PROPERTY PHOTOGRAPHS

PROJECT NAME:	29448 John R Road Property	PROJECT NO.:	22000306
PROPERTY ADDRESS:	29448 John R Road, Madison Heights, Michigan		
DATE TAKEN:	May 17, 2022	TAKEN BY:	Z.Moriarty
		PAGE:	4 of 9



Photograph 7. Community garden located in the north portion of property.



Photograph 8. Monitoring well OW-4 located in the southeast corner of property.

Appendix D

Site Plans and Renderings

LAND USE AND ZONING		
PID: 25-12-304-010		
EXISTING ZONE: LIGHT INDUSTRIAL DISTRICT (M-1)		
PROPOSED RE-ZONE: GENERAL BUSINESS DISTRICT (B-3)		
PROPOSED USE		
FAST FOOD RESTAURANT	PERMITTED USE	
AUTO WASH	SPECIAL LAND USE	
ZONING REQUIREMENT		
MINIMUM LOT AREA	REQUIRED (B-3)	PROPOSED
	N/A	214,240 SF (4.91 AC)
MINIMUM INTERIOR LANDSCAPING	5% OF IMPERVIOUS AREA	>5%
MAXIMUM BUILDING HEIGHT	2 STORIES, 30 FT	1 STORY, 28 FT
MINIMUM FRONT YARD SETBACK	5 FT ⁽¹⁾	89.8 FT
MINIMUM AUTO WASH FRONT YARD SETBACK	20 FT	89.8 FT
MINIMUM SIDE YARD SETBACK	0 FT	56.1 FT
MINIMUM REAR YARD SETBACK	20 FT	398.7 FT
MINIMUM FRONT YARD PARKING SETBACK	20 FT	20.9 FT
MINIMUM RESIDENTIAL SETBACK	50 FT	398.7 FT
MINIMUM GREENBELT (ABUTTING M-1)	5 FT	11.5 FT
MINIMUM GREENBELT (ABUTTING ROW)	5 FT	20.9 FT

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 10.505	AUTO WASH: 1 SPACE PER EMPLOYEE (5 EMPLOYEES)(1 SPACE) = 5 SPACES	5 SPACES +13 VACUUM 18 TOTAL
§ 10.326.8(e)	AUTO WASH STACKING: 6 SPACES PER STALL	28 SPACES
§ 10.506	90° PARKING: 9 FT X 30 FT W/ 22 FT AISLE	9 FT X 30 FT W/ 24 FT AISLE
§ 10.510.7.a	PARKING LOT LANDSCAPING: 5 SF OF LANDSCAPING PER SPACE (18 SPACES)(5 SF/SPACE) = 90 SF	>90 SF

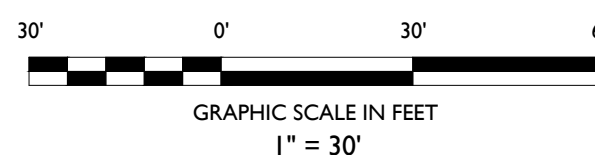
SYMBOL

	PROPERTY LINE
	SETBACK LINE
	PROPOSED CURB
	PROPOSED FLUSH CURB
	PROPOSED SIGNS / BOLLARDS
	PROPOSED BUILDING
	PROPOSED CONCRETE
	PROPOSED BUILDING DOORS

DESCRIPTION

GENERAL NOTES

1. 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.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL 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.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC, AND ITS 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 COMMERCIAL GENERAL LIABILITY INSURANCE.
4. 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.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. 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. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
8. 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.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH 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 RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
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 PLAN SET.



NOT APPROVED FOR CONSTRUCTION

STONEFIELD
engineering & design

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

607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

PRELIMINARY SITE PLAN

MMD

PROPOSED CAR WASH

PARCEL ID: 25-12-304-010
29448 JOHN R ROAD
CITY OF MADISON HEIGHTS
OAKLAND COUNTY, MICHIGAN

J. REID COOKSEY, P.E.
MICHIGAN LICENSE No. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-220036

TITLE:

PRELIMINARY
SITE PLAN

DRAWING:

C-1

Appendix E

Documentation of Eligibility



REPORT

Phase II Environmental Site Assessment

29488 John R Road Property

Madison Heights, Michigan

Moschouris Management Company, LLC

29448 John R Road

Madison Heights, MI 48067

July 20, 2022

NTH Project No. 22000306-01

NTH Consultants, Ltd.
41780 Six Mile Road, Suite 200
Northville, MI 48168





NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

41780 Six Mile Road, Suite 200
Northville, MI 48168
248.553.6300
248.324.5179 Fax

Item 4.

Mr. Nikolaos Moschouris
Moschouris Management Company, LLC
29448 John R Road
Madison Heights, Michigan 48067

July 20, 2022
NTH Project No. 22000306-01

**RE: Report on Phase II Environmental Site Assessment
29488 John R Road Property
Madison Heights, Michigan**


Dear Mr. Moschouris:

NTH Consultants, Ltd. (NTH) is pleased to submit this report on Phase II Environmental Site Assessment (ESA) for the above referenced property. This study was performed at your request in accordance with the scope of services presented our accepted proposal (NTH Proposal No. 22000306-PHII) dated June 10, 2022.

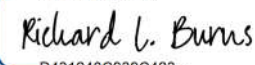
We appreciate the opportunity to assist you with this project. Should you have any questions or require additional information on this study, please call us at 248-662-2740.

Sincerely,

NTH Consultants, Ltd.

DocuSigned by:

CC62C3695D554CC...

Cliff J. Andrews
Principal Professional

DocuSigned by:

D431240C939C423...

Richard L. Burns
Senior Vice President

CJA/RLB/mlk

Attachments

cc: Larry Campbell – Century 21 Campbell Realty, Inc.
John Byl -Warner Norcross & Judd LLP

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SOIL AND GROUNDWATER LABORATORY DATA	APPENDIX B



1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase II Environmental Site Assessment (ESA) for the property located at 29488 John R Road in Madison Heights, Michigan. The subject property is approximately 4.9 acres. The northern portion of the property contains a Senior Center building, storage building, asphalt-paved driveways and parking lot, and landscaped areas. The southern portion of the property is the Jaycees VitaCourse Park and contains an open-sided picnic pavilion, concrete shuffleboard court, asphalt-paved walking paths, and landscaped areas.

NTH Consultants, Ltd. (NTH) conducted this Phase II ESA to evaluate the recognized environmental conditions identified at the property during the recently completed Phase I ESA. The Phase II assessment consisted of geoprobe soil borings and collection and analysis of soil and groundwater samples.

The results of soil and groundwater sample analysis identified certain heavy metals and naphthalene in soil samples and arsenic in groundwater samples above Michigan Department of Environment, Great Lakes, and Energy (EGLE's) Part 201 generic residential cleanup criteria (GRCC). Thus, based upon these results, the property is a "*facility*" as defined by 1994 P.A. 451, Part 201, as amended.

Mercury, ethylbenzene, naphthalene, and 1,2,4-trimethylbenzene were detected above EGLE's Residential Volatilization to Indoor Pathway (VIAP) Screening Levels, dated September 4, 2020.

This executive summary should not be reviewed separately from the remainder of the report as it provides a brief overview of the assessment results; it is not a substitute for a thorough review of the entire report.



2.0 INTRODUCTION

NTH Consultants, Ltd. (NTH) was retained by Moschouris Management Company, LLC (MMC) to perform a Phase II Environmental Site Assessment (ESA) for the John R Road property located in Madison Heights, Oakland County, Michigan.

NTH conducted a Phase I ESA at the property, and the results of that study were presented to EMDC in a report dated June 21, 2022. The Phase I ESA revealed the following evidence recognized environmental conditions (RECs) in connection with the property:

- The property was formerly used for landfilling and results of previous subsurface investigations have identified the property as a *facility*, as defined by 1994 P.A. 451, Part 201, as amended.
- Presence of buried waste fill consisting of dump refuse, incinerator ash, and unburned refuse at the property.
- Residential-type structures were previously located along John R Road. The environmental status and origin/source of backfill soil used during demolition of the former structures are unknown.
- The northern-adjacent property was formerly operated as a landfill (Royal Oak Dump), and Southeastern Oakland County Resource Recovery Authority's (SOCCRA) former transfer station and incinerator.

The objective of this Phase II ESA was to evaluate the above-identified RECs to the extent possible and where accessible.

3.0 SCOPE OF SERVICES

The scope of services for the Phase II ESA comprised the following key tasks:

- Soil borings to evaluate the Phase I ESA-identified RECs, and to facilitate the collection of soil samples for analyses.
- Screened soil samples in the field for the presence of total volatile organic compounds (VOCs) using a portable photoionization detector (PID).
- NTH submitted representative soil and groundwater samples were submitted our subcontracted laboratory for analyses.
- Evaluated information gathered during the Phase II ESA as summarized in this report.

4.0 FIELD INVESTIGATION

Terra Probe Environmental, Inc. (TPE), retained by NTH, drilled eight (8) geoprobe soil borings, designated as GP-101 through GP-108 on June 28, 2022, under the observation of Mr. Zach Moriarty of NTH. TPE advanced the borings to approximate depths up to 15 feet. The approximate locations of the borings are depicted on the Boring Location Plan in Appendix A.

The geoprobe drilling technique involves mechanically driving or pushing a 2-inch outside diameter stainless steel sampling tool, with a disposable clear acetate liner, to a desired sampling depth. This technique does not generate soil cuttings because the geoprobe rods push soils away from the rods as the tool string advances through the hole. TPE steam-cleaned the geoprobe equipment/tools prior to use and between each successive boring location to minimize the possibility of cross-contamination. Upon completion of drilling

activities and after collecting samples, TPE backfilled the boreholes with excavated soil and then topped with asphalt or concrete patch.

We field-screened soil samples retrieved from the borings were screened with a RAE Systems MiniRae™ PID. The PID can detect total VOCs, which include many petroleum-related substances, to a detection level of one part per million (ppm). The field PID measurements on the soil samples are shown on the boring logs in Appendix B. As indicated on the logs, the VOC readings ranged from less than the detection limit of the PID to 15.8 ppm. Petroleum odors were noted in the soil samples GP-102 S-1, and GP-3 S-1.

5.0 SUBSURFACE DATA

Subsurface conditions observed in each boring are presented on the Log of Geoprobe Borings in Appendix B. The stratification shown on the boring logs represents the approximate boundary between soil types; the actual transition may be more gradual. In addition, the soil layers are described based on field classification of observed soil samples; accordingly, the soil layer descriptions are considered generalized.

The subsurface conditions at the boring locations comprised of up to 9 feet of sandy and clayey fill soil mixed with pieces of brick, concrete, glass, and metal. The fill soil is underlain by native clayey soils to the explored depths. Groundwater was encountered in GP-101, GP-102, GP-103, GP-104, GP-106, GP-107, and GP-108 at depths between 4 and 5.5 feet.

6.0 ANALYTICAL TESTING

NTH selected soil samples for analysis based on the results of the field screening including visual and olfactory observations, and PID measurements.

We collected groundwater samples from GP-101, GP-102, GP-103, GP-106, GP-107, and GP-108. We were unable to collect groundwater samples from GP-104 because available

water volumes were not sufficient. Our staff collected groundwater samples directly from the boreholes by installing a temporary one-inch diameter polyvinyl chloride well assembly with 5-foot long well screens. The groundwater was extracted from the temporary wells using a peristaltic pump and flexible vinyl tubing. Due to the high turbidity and suspended solids content, a portion of the water samples for metal analyses were filtered in the field using disposable 0.45-micron filters prior to sample preservation. New well supplies were used at each temporary well location.

We placed the soil and groundwater samples in laboratory-supplied containers and stored in coolers packed with ice. We released the samples to Fibertec Environmental Services (FES) laboratory in accordance with NTH's chain-of-custody procedures.

FES analyzed soil and groundwater samples for VOCs, semi-VOCs (SVOCs), and the Michigan 10 metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc). Soil samples from GP-102 S-1, and GP-3 S-1 exhibiting petroleum odors were also analyzed for polychlorinated biphenyls (PCBs). The soil samples were prepared in the field for VOC analysis using Michigan-modified methanol preservation (EPA Method 5035).

Laboratory data for the soil and water sample analysis are included in Appendix B.

7.0 EVALUATION OF ANALYTICAL DATA

Soil Analytical Data

NTH compared the soil analytical data to the EGLE's - Revised Part 201 Generic Cleanup Criteria and Screening Levels –Table 2; Soil: Residential, published on December 30, 2013, and updated on June 25, 2018. Specifically, we compared soil analytical results compared to Part 201 generic residential cleanup criteria (GRCC) including direct contact (DC), drinking water protection (DWP), groundwater/surface water interface protection (GSIP), soil volatilization to indoor air (SVIIC), infinite source soil volatilization to ambient air (VSIC), particulate soil



inhalation (PSIC), soil saturation concentration screening levels (SSCSL). For metals, we compared analytical results to the statewide default background (SWDB) concentrations, as established by EGLE. We only compared results of metals analysis to GRCC if the concentrations exceeded the SWDB.

Groundwater Analytical Data

NTH compared the groundwater analytical data to the EGLE's - Revised Part 201 Generic Cleanup Criteria and Screening Levels – Table 1; Groundwater: Residential and Nonresidential, published on December 30, 2013, and updated on June 25, 2018. Specifically, groundwater results to the Part 201 generic residential drinking water (DW) criteria, groundwater/surface water interface (GSI) criteria, groundwater volatilization to indoor air (GVIIC) criteria, water solubility (WS), and flammability and explosivity screening levels (FESL).

We also compared soil and groundwater data to the EGLE's Residential Volatilization to Indoor Pathway (VIAP) Screening Levels, dated September 4, 2020.

7.1 Volatile Organic Compounds (VOCs)

VOCs in the samples were either not detected above laboratory method detection limits (MDLs) or where detected, the reported levels were below Part 201 GRCC, except for the following:

Contaminant	Boring / Sample Location	Media	GRCC Exceeded
Naphthalene	GP-102	Soil	GSIP

Ethylbenzene, naphthalene, and 1,2,4-trimethylbenzene were detected above EGLE's Residential VIAP Screening Levels.

7.2 Semi-Volatile Organic Compounds (SVOCs)

The analyzed SVOCs in the samples were either not detected above laboratory MDLs or where detected, the reported levels were below Part 201 GRCC.

7.3 Heavy Metals

The following heavy metals were detected in the samples above Part 201 GRCC:

Metal	Boring / Sample Location	Media	GRCC Exceeded
Arsenic	GP-101, GP-103, and GP-105	Soil	DWP, GSIP, and DC
	GP-102 and GP-103	Water	DW and GSI
Barium	GP-101	Soil	GSIP
Cadmium	GP-101	Soil	DWP and GSIP
Chromium	GP-103, and GP-105	Soil	GSIP
	GP-101	Soil	DWP and GSIP
Copper	GP-101 and GP103	Soil	GSIP
Lead	GP-101	Soil	DWP and DC
Mercury	GP-101	Soil	GSIP
Selenium	GP-101 and GP-103	Soil	GSIP
Silver	GP-101 and GP-103	Soil	GSIP
Zinc	GP-101 and GP-103	Soil	GSIP

Mercury was detected above EGLE's Residential VIAP Screening Levels.

7.4 Polychlorinated Biphenyls (PCBs)

PCBs were not detected above laboratory MDLs.

8.0 CONCLUSIONS

NTH's Phase II ESA at the property comprised of drilling of eight soil borings, and collection and analysis of soil and groundwater samples to evaluate the RECs identified during the Phase I ESA. We identified the following analytical parameters above Part 201 GRCC in the analyzed samples:

The following heavy metals were detected in the samples above Part 201 GRCC:

Metal	CAS Nos.	Boring / Sample Location	Media	GRCC Exceeded
Arsenic	7440-38-2	GP-101, GP-103, and GP-105	Soil	DWP, GSIP, and DC
		GP-102 and GP-103	Water	DW and GSI
Barium	7440-39-3	GP-101	Soil	GSIP
Cadmium	7440-43-9	GP-101	Soil	DWP and GSIP
Chromium	7440-47-3	GP-103, and GP-105	Soil	GSIP
		GP-101	Soil	DWP and GSIP
Copper	7440-50-8	GP-101 and GP103	Soil	GSIP
Lead	7439-92-1	GP-101	Soil	DWP and DC
Mercury	7439-97-6	GP-101	Soil	GSIP



Metal	CAS Nos.	Boring / Sample Location	Media	GRCC Exceeded
Selenium	7782-49-2	GP-101 and GP-103	Soil	GSIP
Silver	7440-22-4	GP-101 and GP-103	Soil	GSIP
Zinc	7440-66-6	GP-101 and GP-103	Soil	GSIP
Naphthalene	91-20-3	GP-102	Soil	GSIP

Based on the above data, the property is a *facility*, as defined by 1994 P.A. 451, Part 201, as amended. *According to Section 20101(1)(s) of Part 201 of NREPA (1994 P.A. 451, as amended), “facility means any area, place, or 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.”*

Mercury, ethylbenzene, naphthalene, and 1,2,4-trimethylbenzene were detected above EGLE’s Residential VIAP Screening Levels. The exceedance of the VIAP Screening Levels is indicative of potential vapor intrusion or indoor air quality risk. As such, further evaluation consisting of soil gas sampling and analysis is recommended for the future residential and commercial development plans for the property.

Moschouris Management Company, LLC intends to purchase the property. Accordingly, this new owner is eligible to submit a Baseline Environmental Assessment (BEA) report to EGLE, provided this report is prepared within 45 days of acquiring or operating on the property. The BEA provides certain statutory protection to the new (non-labile) owners and operators of the *facility* against cleanup liability for pre-existing subsurface contamination under Michigan law.

Under Section 20107a of Part 201, a person who owns or operates property that he/she has knowledge is a *facility* has the following due care obligations:

1. Prevent exacerbation of the existing contamination.



2. Prevent unacceptable human exposure and mitigate fire and explosion hazards to allow for the intended use of the facility in a manner that protects the public health and safety.
3. Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party.
4. Provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the property.
5. Comply with any land use or resource use restrictions established or relied on in connection with the response activities.
6. Not impede the effectiveness or integrity of any land use or resource use restriction.

A Plan for Due Care Compliance meeting the above obligations should be completed for the new owner and revised once future use or development plans are finalized.

9.0 LIMITATIONS

The evaluations and conclusions presented in this report have been made to assist Moschouris Management Company, LLC in making a reasonable assessment of risk with respect to subsurface contamination at the property from the RECs identified during the Phase I ESA. Considering the limited scope of the present investigation, data collection and testing, our findings should not be construed as absolute certainties, but rather as probabilities based on our professional judgment. NTH cannot offer any form of warranty or guarantee with respect to the type and extent of hazardous substances on the property, other than those identified and discussed in this report.



This report is for the use and benefit of, and may be relied upon by Moschouris Management Company, LLC, and any of their respective affiliates, successors and assigns, in connection with a commercial real estate transaction involving the subject property, and in accordance with the terms and conditions in place between NTH and Moschouris Management Company, LLC for this project.

This report presents NTH's opinion of the property as of the report's publication date, based on the results of this assessment and on the information provided by the client during the course of the work. The results of our assessment may not be relied upon by parties other than those identified above without the prior knowledge and written consent of NTH.

Any authorized third-party agrees by accepting this report that any use or reliance on this report shall be limited by the exceptions and limitations in this report, and with the acknowledgment that actual site conditions may change with time, and that hidden conditions may exist at the property that were not discovered within the authorized scope of the assessment.

Any use by or distribution of this report to any unauthorized third parties, without the express written consent of NTH is at the sole risk and expense of such third party. In the absence of a written agreement with NTH granting such rights, no third parties shall have rights of recourse or recovery whatsoever under any course of action against NTH or its officers, employees, vendors, affiliates successors or assigns. Any such unauthorized user shall be responsible to protect, indemnify and hold NTH and its respective officers, employees, affiliates, successors and assigns harmless from any and all claims, damages, losses, liabilities, expenses including attorneys' fees and costs attributable to such use. Unauthorized use of this report shall constitute acceptance of and commitment to these responsibilities, which shall be irrevocable and shall apply regardless of the cause of action or legal theory pled or asserted.

APPENDIX



Boring Location Plan;

Log of Geoprobes;

Summary of Soil and Groundwater Analysis



BORING LOCATION PLAN

29488 JOHN R ROAD PROPERTY
MADISON HEIGHTS, MI

FIGURE:

1

PROJECT NO: 22000306-01

NTH CONSULTANTS, LTD.

SHEET 1 OF 4

LOG OF GEOPROBE BORINGS

GP NO.	GROUND SURFACE ELEV.	DEPTH (FT)	SOIL DESCRIPTION	DISCRETE SAMPLE INFO.			
				SAMPLE NO.	DEPTH (FT)		PID READING (PPM)
					FROM	TO	
GP-101	N/A	0-0.25	ASPHALT PAVEMENT		0.25	2.0	<1.0
		0.25-2.5	FILL: BROWN SAND WITH PIECES CRUSHED STONE		2.0	4.0	<1.0
		2.5-5.0	FILL: BLACK SAND WITH PIECES OF GLASS	S-1*	4.0	5.0	<1.0
		5.0-9.0	FILL: BROWN AND GREY SAND WITH PIECES OF METAL		5.0	7.0	--
					7.0	9.0	--
		9.0-10.0	BROWN SAND WITH CLAY		9.0	10.0	--
		10.0-15.0	BROWN CLAY		10.0	12.0	<1.0
					12.0	14.0	<1.0
					14.0	15.0	<1.0
			GROUNDWATER ENCOUNTERED AT 5.5 (GW-1)				
GP-102	N/A	0-0.5	ASPHALT PAVEMENT				
		0.5-1.5	FILL: BROWN SANDY CLAY WITH PIECES OF CRUSHED STONE		0.5	2.0	6.1
		1.5-3.5	FILL: BROWN SAND WITH PIECES OF BRICK AND GLASS		2.0	4.0	13.7
		3.5-5.5	FILL: BLACK AND BROWN SAND WITH PIECES OF CLAY, GLASS AND PETROLEUM ODORS	S-1*	4.0	5.5	14.3
		5.5-12.5	BROWN SANDY CLAY		5.5	7.5	--
					7.5	9.5	--
					11.5	12.5	--
		12.5-15.0	BROWN AND GREY CLAY		12.5	14.5	12.0
					14.5	15.0	12.2
			GROUNDWATER ENCOUNTERED AT 5.5' (*GW-1)				
			</				

NOTES:

- BORINGS BACKFILLED WITH SOIL CUTTINGS & HYDRATED BENTONITE PELLETS AFTER OBTAINING SOIL AND/OR WATER SAMPLES.
- BORINGS OBSERVED BY Z. MORIARTY OF NTH CONSULTANTS, LTD.
- SOIL CLASSIFICATION BASED SOLELY ON VISUAL OBSERVATION.
- * SAMPLE SUBMITTED FOR ANALYTICAL TESTING.

DRILLED BY: TERRA PROBE ENVIRONMENTAL

DATE: JUNE 28, 2022

FIGURE NO: 2

PROJECT NO: 22000306-01

NTH CONSULTANTS, LTD.

SHEET 2 OF 4

LOG OF GEOPROBE BORINGS

GP NO.	GROUND SURFACE ELEV.	DEPTH (FT)	SOIL DESCRIPTION	DISCRETE SAMPLE INFO.		
				SAMPLE NO.	DEPTH (FT) FROM TO	PID READING (PPM)
GP-103	N/A	0-0.5	ASPHALT PAVEMENT		0.5 2.0	
		0.5-3.5	FILL: BROWN SAND WITH PIECES OF CONCRETE		2 3.5	8.6
		3.5-5.0	FILL: BLACK AND BROWN CLAYEY SAND WITH PIECES OF METAL AND PETROLEUM ODOR	S-1*	3.5 5.0	4.8
		5.0-10.0	BROWN AND GREY CLAYEY SAND		5.0 7.0	--
					7.0 9.0	--
					9.0 10.0	9.9
		10.0-15.0	BROWN AND GREY CLAY		10.0 12.0	
					12.0 14.0	
					14.0 15.0	
			GROUNDWATER ENCOUNTERED AT 5.5' (*GW-1)			
GP-104	N/A	0-0.25	TOPSOIL: BROWN SAND		0 0.25	7.4
		0.25-2.5	FILL: BROWN AND GREY SANDY CLAY	S-1	2.25 2.5	5.7
		2.5-3.0	DARK BROWN SAND		2.5 3.0	6.7
		3.0-5.0	BROWN SAND		3.0 5.0	8.7
		5.0-5.5	BROWN SAND		5.0 5.5	7.5
					5.5 7.5	--
		5.5-8.0	BROWN SAND		7.5 8.0	--
		8.0-10.0	BROWN AND GREY CLAY		8.0 10.0	6.3
			GROUNDWATER ENCOUNTERED AT 5.5' (INSUFFICIENT AMOUNTS FOR SAMPLING PURPOSES)			

NOTES:

- BORINGS BACKFILLED WITH SOIL CUTTINGS & HYDRATED BENTONITE PELLETS AFTER OBTAINING SOIL AND/OR WATER SAMPLES.
- BORINGS OBSERVED BY Z. MORIARTY OF NTH CONSULTANTS, LTD.
- SOIL CLASSIFICATION BASED SOLELY ON VISUAL OBSERVATION.
- * SAMPLE SUBMITTED FOR ANALYTICAL TESTING.

DRILLED BY: TERRA PROBE ENVIRONMENTAL

DATE: JUNE 28, 2022

FIGURE NO: 2

PROJECT NO: 22000306-01

NTH CONSULTANTS, LTD.

SHEET 3 OF 4

LOG OF GEOPROBE BORINGS

GP NO.	GROUND SURFACE ELEV.	DEPTH (FT)	SOIL DESCRIPTION	DISCRETE SAMPLE INFO.		
				SAMPLE NO.	DEPTH (FT) FROM TO	PID READING (PPM)
GP-105	N/A	0-0.25	TOPSOIL: BROWN SAND		0 0.25	14.0
		0.25-3.5	FILL: BROWN CLAYEY SAND	S-1	0.25 1.5	5.6
					1.5 3.5	5.9
		3.5-4.5	FILL: BROWN SANDY CLAY WITH PIECES OF TILE	S-2*	3.5 4.5	7.1
		4.5-10.0	BROWN AND GREY CLAY		4.5 6.0	3.0
					6.0 8.0	7.5
					8.0 10.0	2.6
			No GROUNDWATER ENCOUNTERED			
GP-106	N/A	0-0.5	ASPHALT PAVEMENT		0 0.5	12.4
		0.5-2.5	FILL: GREY SANDY CLAY WITH PIECES OF BRICK	S-1	0.5 2.5	15.8
		2.5-4.0	FILL: BLACK CLAYEY SAND	S-2*	2.5 4.0	13.0
					4.0 6.0	--
		4.0-8.0	BROWN SAND		6.0 8.0	--
		8.0-10.0	BROWN AND GRAY CLAY		8.0 10.0	12.7
			GROUNDWATER ENCOUNTERED AT 4.0' (*GW-1)			

NOTES:

- BORINGS BACKFILLED WITH SOIL CUTTINGS & HYDRATED BENTONITE PELLETS AFTER OBTAINING SOIL AND/OR WATER SAMPLES.
- BORINGS OBSERVED BY Z. MORIARTY OF NTH CONSULTANTS, LTD.
- SOIL CLASSIFICATION BASED SOLELY ON VISUAL OBSERVATION.
- * SAMPLE SUBMITTED FOR ANALYTICAL TESTING.

DRILLED BY: TERRA PROBE ENVIRONMENTAL

DATE: JUNE 28, 2022

FIGURE NO: 2

PROJECT NO: 22000306-01

NTH CONSULTANTS, LTD.

SHEET 4 OF 4

LOG OF GEOPROBE BORINGS

GP NO.	GROUND SURFACE ELEV.	DEPTH (FT)	SOIL DESCRIPTION	DISCRETE SAMPLE INFO.			
				SAMPLE NO.	DEPTH (FT)		PID READING (PPM)
					FROM	TO	
GP-107	N/A	0-0.25	TOPSOIL: BROWN SAND		0	2.0	9.4
		0.25-1.5	FILL: DARK BROWN SAND WITH GRAVEL		2.0	4.0	8.9
		1.5-8.0	LIGHT BROWN SAND	S-1	4.0	5.0	10.0
					5.0	7.0	--
					7.0	8.0	--
		8.0-10.0	BROWN AND GREY CLAY		8.0	10.0	8.7
			GROUNDWATER ENCOUNTERED AT 5' (*GW-1)				

NOTES:

- BORINGS BACKFILLED WITH SOIL CUTTINGS & HYDRATED BENTONITE PELLETS AFTER OBTAINING SOIL AND/OR WATER SAMPLES.
- BORINGS OBSERVED BY Z. MORIARTY OF NTH CONSULTANTS, LTD.
- SOIL CLASSIFICATION BASED SOLELY ON VISUAL OBSERVATION.
- * SAMPLE SUBMITTED FOR ANALYTICAL TESTING.

DRILLED BY: TERRA PROBE ENVIRONMENTAL

DATE: JUNE 28, 2022

FIGURE NO: 2

Table 1: SUMMARY OF CHEMICAL ANALYSES- SOIL
Madison Heights Property
NTH Project No. 22000306-01

Sample Designation	Sample Depth (ft)	Collect Date	Michigan 10 Metals										VOCs				SVOCs / PNAs											
			Arsenic	Barium	Cadmium	Chromium, Total	Copper	Lead	Mercury, Total	Selenium	Silver	Zinc	Ethylbenzene	Naphthalene	1,2,4-Trimethylbenzene	Xylenes	Anthracene	Benzo(a)anthracene	Benzo(a)pyrene	Benzo(b)fluoranthene	Benzo(g,h,i)perylene	Benzo(k)fluoranthene	Chrysene	Fluoranthene	Indeno(1,2,3-cd)pyrene	Phenanthrene	Pyrene	
			7440-38-2	7440-39-3	7440-43-9	7440-47-3	7440-50-8	7439-92-1	7439-97-6	7782-49-2	7440-22-4	7440-66-6	100-41-4	91-20-3	95-63-6	1330-20-7	120-12-7	56-55-3	50-32-8	205-99-2	191-24-2	207-08-9	218-01-9	206-44-0	193-39-5	85-01-8	129-00-0	
GP-101 S-1	(4' - 5')	06/28/22	360,000	780,000	6,700	70,000	1,500,000	1,200,000	630	1,300	4,100	2,700,000	<50	<330	<100	<150	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	
GP-102 S-1	(4' - 5.5')	06/28/22	3,300	81,000	340	12,000	18,000	36,000	<50	200	120	74,000	55	14,000	280	160	380	1,100	810	1,100	470	460	1,000	2,100	500	1,400	1,900	
GP-103 S-1	(3.5' - 5')	06/28/22	9,900	240,000	1,400	22,000	100,000	330,000	91	570	1,100	800,000	<50	<330	<100	<150	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	
GP-105 S-2	(3.4' - 4.5')	06/28/22	8,000	64,000	220	19,000	16,000	14,000	<50	220	<100	58,000	<50	<330	<100	<150	<390	<390	<390	<390	<390	<390	<390	<390	<390	<390	<390	
GP-106 S-2	(2.5' - 4')	06/28/22	2,000	17,000	120	6,500	2,800	5,400	<50	350	<100	20,000	<50	<330	<100	<150	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	
GP-108 S-1	3.75' - 5.25	06/28/22	3,200	120,000	170	9,300	49,000	210,000	<50	<200	<100	130,000	<50	<330	<100	<150	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	
PART 201 RESIDENTIAL SOIL CLEANUP CRITERIA		SWDB	5,800	75,000	1,200	18,000	32,000	21,000	130	410	1,000	47,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
		DWP	4,600	1.3E+06	6,000	30,000	5.8E+06	7.0E+05	1,700	4,000	4,500	2.4E+06	1,500	35,000	2,100	5,600	41,000	NLL	NLL	NLL	NLL	NLL	NLL	7.3E+05	NLL	56,000	4.8E+05	
		GSIP	4,600	4.4E+05(G)	3,000(G,X)	3,300	75,000(G)	2.5E+06(G,X)	50 (M); 1.2	400	100 (M); 27	1.7E+05(G)	360	730	570	980	ID	NLL	NLL	NLL	NLL	NLL	NLL	5,500	NLL	2,100	ID	
		SVIIC	NLV	NLV	NLV	NLV	NLV	NLV	48,000	NLV	NLV	NLV	87,000	2.5E+05	4.3E+06	6.3E+06	1.0E+09	NLV	NLV	ID	NLV	NLV	ID	1.0E+09	NLV	2.8E+06	1.0E+09	
		VSIC	NLV	NLV	NLV	NLV	NLV	NLV	52,000	NLV	NLV	NLV	7.2E+05	3.0E+05	2.1E+07	4.6E+07	1.4E+09	NLV	NLV	ID	NLV	NLV	ID	7.4E+08	NLV	1.6E+05	6.5E+08	
		VSIC 5M	NLV	NLV	NLV	NLV	NLV	NLV	52,000	NLV	NLV	NLV	1.0E+06	3.0E+05	5.0E+08	6.1E+07	1.4E+09	NLV	NLV	ID	NLV	NLV	ID	7.4E+08	NLV	1.6E+05	6.5E+08	
		VSIC 2M	NLV	NLV	NLV	NLV	NLV	NLV	52,000	NLV	NLV	NLV	2.2E+06	3.0E+05	5.0E+08	1.3E+08	1.4E+09	NLV	NLV	ID	NLV	NLV	ID	7.4E+08	NLV	1.6E+05	6.5E+08	
		PSIC	7.2E+05	3.3E+08	1.7E+06	2.6E+05	1.3E+08	1.0E+08	2.0E+07	1.3E+08	6.7E+06	ID	1.0E+10	2.0E+08	8.2E+10	2.9E+11	6.7E+10	ID	1.5E+06	ID	ID	ID	9.3E+09	ID	6.7E+06	6.7E+09		
		DC	7,600	3.7E+07	5.5E+05	2.5E+06	2.0E+07	4.0E+05	1.6E+05	2.6E+06	2.5E+06	1.7E+08	2.2E+07	1.6E+07	3.2E+07	4.1E+08	2.3E+08	20,000	2,000	20,000	2.5E+06	2.0E+05	2.0E+06	4.6E+07	20,000	1.6E+06	2.9E+07	
		SSCSL	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1.4E+05	NA	1.1E+05	1.5E+05	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RESIDENTIAL VOLATILIZATION TO INDOOR AIR PATHWAY SCREENING LEVELS			NA	NA	NA	NA	NA	NA	22(M)	NA	NA	NA	12(M)	67(M)	150(JT)	280(J)	1.3E+07	1.6E+05 (MM)	NA	NA	NA	NA	NA	NA	NA	1,700	2.5E+07	

NOTES:

[1] PART 201 CRITERIA EFFECTIVE DATE: JUNE 25, 2018

[2] SAMPLES COLLECTED BY NTH CONSULTANTS PERSONNEL AND ANALYZED BY FIBERTEC ENVIRONMENTAL SERVICES OF HOLT, MICHIGAN.

[3] ALL VALUES PRESENTED AS µG/KG - MICROGRAMS PER KILOGRAM (≈ PARTS PER BILLION).

[4] ID - INADEQUATE DATA TO DEVELOP CRITERION

[5] NLV - CHEMICAL IS NOT LIKELY TO VOLATILIZE UNDER MOST CONDITIONS

[6] NA - NOT APPLICABLE

[7] ND - NOT DETECTED ABOVE LABORATORY REPORTED METHOD DETECTION LIMITS

[8] SWDB - STATE-WIDE DEFAULT BACKGROUND

[9] DWP - RESIDENTIAL DRINKING WATER PROTECTION CRITERIA

[10] GSIP - GROUNDWATER / SURFACE WATER INTERFACE PROTECTION CRITERIA.

[11] SVIIC - SOIL VOLATILIZATION TO INDOOR AIR INHALATION CRITERIA.

[12] VSIC - VOLATILE SOIL INHALATION CRITERIA (AMBIENT AIR; INFINITE SOURCE).

[13] VSIC 5M - FINITE VSIC FOR 5 METER SOURCE THICKNESS

[14] VSIC 2M - FINITE VSIC FOR 2 METER SOURCE THICKNESS

[15] PSIC - PARTICULATE SOIL INHALATION CRITERIA

[16] DC - DIRECT CONTACT CRITERIA

[17] SSCSL - SOIL SATURATION CONCENTRATION SCREENING LEVELS

[18] G - AQUATIC TOXICITY IS PROPORTIONAL TO WATER HARDNESS AND/OR pH OF THE RECEIVING SURFACE WATER; THESE GSI VALUES HAVE BEEN CALCULATED BASED ON DEFAULT WATER HARDNESS OF 150 PPM AS A REASONABLE ESTIMATE FOR MOST SURFACE WATER BODIES IN MICHIGAN.

[19] X - THE GSI CRITERION LISTED MAY NOT BE PROTECTIVE FOR SURFACE WATER THAT IS USED AS A DRINKING WATER SOURCE. FOR SOIL THAT MAY LEACH AND RESULT IN A IN CLOSE 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 WOULD BE THE RESIDENTIAL DWP LISTED IN THE TABLE.

[20] - REPORTED CONCENTRATION EXCEEDS ONE OR MORE APPLICABLE PART 201 CRITERIA

[21] - REPORTED CONCENTRATION EXCEEDS VAPOR INTRUSION SCREENING LEVELS

Table 2: SUMMARY OF CHEMICAL ANALYSES-GROUNDWATER
Madison Heights Property
NTH Project No. 22000306-01

Sample Designation	Collect Date	Michigan 10 Metals				VOCs
		Arsenic	Barium	Copper	Zinc	Toluene
		7440-38-2	7440-39-3	7440-50-8	7440-66-6	108-88-3
GP-102 GW-1	06/28/22	70	380	<4.0	110	<1.0
GP-103 GW-1	06/28/22	14	430	<4.0	<50	<1.0
GP-106 GW-1	06/28/22	<5.0	470	<4.0	<50	1.0
GP-107 GW-1	06/28/22	<5.0	250	6.2	73	<1.0
GP-108 GW-1	06/28/22	<5.0	260	<4.0	55	<1.0
PART 201 RESIDENTIAL GROUNDWATER CLEANUP CRITERIA	DW	10	2,000	1,000	2,400	790
	GSI	10	670(G)	13(G)	170(G)	270
	GVIIC	NLV	NLV	NLV	NLV	5.3E+05
	WS	NA	NA	NA	NA	5.3E+05
	FESL	ID	ID	ID	ID	61,000
RESIDENTIAL VOLATILIZATION TO INDOOR AIR PATHWAY SCREENING LEVELS		NA	NA	NA	NA	300(FF)

NOTES:

- [1] 201 CRITERIA EFFECTIVE DATE: JUNE 25, 2018
- [2] SAMPLES COLLECTED BY NTH CONSULTANTS PERSONNEL AND ANALYZED BY FIBERTEC ENVIRONMENTAL SERVICES OF HOLT, MICHIGAN.
- [3] ALL VALUES PRESENTED AS µG/L - MICROGRAMS PER LITER (≈ PARTS PER BILLION).
- [4] ND - NOT DETECTED AT OR ABOVE LABORATORY REPORTED METHOD DETECTION LIMIT (SEE LABORATORY DATA REPORT FOR PARAMETER/SAMPLE SPECIFIC DETECTION LIMITS).
- [5] ID - INADEQUATE DATA TO DEVELOP CRITERION
- [6] NLL - CHEMICAL IS NOT LIKELY TO LEACH UNDER MOST SOIL CONDITIONS.
- [7] NLV - CHEMICAL IS NOT LIKELY TO VOLATILIZE UNDER MOST CONDITIONS.
- [8] DW - CONCENTRATION IN GROUNDWATER, IF NOT EXCEEDED, IS CONSIDERED SAFE FOR EXPOSURE.
- [9] NRDW - NONRESIDENTIAL DRINKING WATER CRITERIA
- [10] GSI - PRESENTED ONLY TO ESTABLISH GROUNDWATER CRITERIA WHICH ARE PROTECTIVE OF SURFACE WATER.
- [11] GVIIC - GROUNDWATER VOLATILIZATION TO INDOOR AIR INHALATION CRITERIA.
- [12] NRGVIIC - NONRESIDENTIAL GROUNDWATER VOLATILIZATION TO INDOOR AIR INHALATION CRITERIA.
- [13] WS - WATER SOLUBILITY
- [14] FESL - FLAMMABILITY AND EXPLOSIVITY SCREENING LEVEL
- [15] - REPORTED CONCENTRATION EXCEEDS ONE OR MORE APPLICABLE PART 201 CRITERIA
- [16] REPORTED CONCENTRATION EXCEEDS VAPOR INTRUSION SCREENING LEVELS

TABLES

Table 1

Eligible Activity Cost Schedule

Table 1: Eligible Activities Cost Estimates

Item/Activity	Total Request
Work Plan Exempt Activities	
Phase I ESA	\$ 3,000
Phase II ESA/BEA	\$ 37,700
Hazardous Materials Survey	\$ 10,000
Work Plan Exempt Activities Sub-Total	\$ 50,700
Department Specific Activities	
Vapor Barrier Design	\$ 35,000
Vapor Barrier Installation	\$ 174,250
Contaminated Soil Transport, Disposal and Backfill	\$ 187,130
Contaminated Groundwater Management	\$ 179,700
Utility Corridor Migration Barriers	\$ 21,000
Utility Gasketing	\$ 60,000
Surface Cover (demarcation barrier, clean fill etc.)	\$ 55,400
Oversight, Sampling and Reporting by Environmental Professional	\$ 97,750
Department Specific Activities Sub-Total	\$ 810,230
Demolition	
Building Demolition Activities (selective internal)	\$ 75,000
Site Demolition Activities	\$ 36,750
Fill/Compaction/Rough Grading to Balance Site where Bldg. was Located	\$ 5,750
Demolition Sub-Total	\$ 117,500
Asbestos and Lead Activities	
Asbestos Abatement, Oversight, Air Monitoring and Reporting	\$ 10,000
Asbestos Abatement	\$ 20,000
Asbestos and Lead Activities Sub-Total	\$ 30,000
Infrastructure Improvements	
Urban Storm Water Management Systems (Traditional versus Low Impact Design)	\$ 500,000
Infrastructure Sub-Total	\$ 500,000
Site Preparation	
Temporary Erosion Control	\$ 2,925
Temporary Site Control (fencing, gates, signage and/or lighting)	\$ 4,550
Grading (including reasonable mass grading of entire project site)	\$ 40,000
Fill Relating to Other Eligible Activities	\$ 200,000
Site Preparation Sub-Total	\$ 247,475
Preparation of Brownfield Plan and Act 381 Workplan	
Brownfield Plan	\$ 20,000
Brownfield Plan Implementation	\$ 10,000
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 30,000
Eligible Activities Sub-Total	\$ 1,785,905
15% Contingency*	\$ 255,781
Developer Eligible Reimbursement Total	\$ 2,041,686
TIF Capture for Local Brownfield Revolving Fund	\$ -
Administrative Fee	\$ 75,000
Total	\$ 2,116,686

*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 Capture Estimates

BROWNFIELD ONLY		Value (TV) Increase Rate:	2.00%	Multiplier	1.020													
Madison Heights																		
Brownfield Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13			
Calendar Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037			
Parent Parcel	Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Ad Valorem		\$ 1,200,000	\$ 1,224,000	\$ 1,248,480	\$ 1,273,450	\$ 1,298,919	\$ 1,324,897	\$ 1,351,395	\$ 1,378,423	\$ 1,405,991	\$ 1,434,111	\$ 1,462,793	\$ 1,492,049	\$ 1,521,890			
	Incremental Difference (New TV - Base TV)		\$ 1,200,000	\$ 1,224,000	\$ 1,248,480	\$ 1,273,450	\$ 1,298,919	\$ 1,324,897	\$ 1,351,395	\$ 1,378,423	\$ 1,405,991	\$ 1,434,111	\$ 1,462,793	\$ 1,492,049	\$ 1,521,890			
School Capture		Millage																
State Education Tax (SET)		6.0000	\$ 7,200	\$ 7,344	\$ 7,491	\$ 7,641	\$ 7,794	\$ 7,949	\$ 8,108	\$ 8,271	\$ 8,436	\$ 8,605	\$ 8,777	\$ 8,952	\$ 9,131			
School Operating		18.0000	\$ 21,600	\$ 22,032	\$ 22,473	\$ 22,922	\$ 23,381	\$ 23,848	\$ 24,325	\$ 24,812	\$ 25,308	\$ 25,814	\$ 26,330	\$ 26,857	\$ 27,394			
School Brownfield Capturable Total		24.0000	\$ 28,800	\$ 29,376	\$ 29,964	\$ 30,563	\$ 31,174	\$ 31,798	\$ 32,433	\$ 33,082	\$ 33,744	\$ 34,419	\$ 35,107	\$ 35,809	\$ 36,525			
Local Capture																		
City Operating		12.8746	\$ 15,450	\$ 15,759	\$ 16,074	\$ 16,395	\$ 16,723	\$ 17,058	\$ 17,399	\$ 17,747	\$ 18,102	\$ 18,464	\$ 18,833	\$ 19,210	\$ 19,594			
Solid Waste		2.4976	\$ 2,997	\$ 3,057	\$ 3,118	\$ 3,181	\$ 3,244	\$ 3,309	\$ 3,375	\$ 3,443	\$ 3,512	\$ 3,582	\$ 3,653	\$ 3,727	\$ 3,801			
Road Improvement		1.8882	\$ 2,266	\$ 2,311	\$ 2,357	\$ 2,405	\$ 2,453	\$ 2,502	\$ 2,552	\$ 2,603	\$ 2,655	\$ 2,708	\$ 2,762	\$ 2,817	\$ 2,874			
Senior Citizens		0.4484	\$ 538	\$ 549	\$ 560	\$ 571	\$ 582	\$ 594	\$ 606	\$ 618	\$ 630	\$ 643	\$ 656	\$ 669	\$ 682			
Fire Stations BO		0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
County Gen Fund		3.9686	\$ 4,762	\$ 4,858	\$ 4,955	\$ 5,054	\$ 5,155	\$ 5,258	\$ 5,363	\$ 5,470	\$ 5,580	\$ 5,691	\$ 5,805	\$ 5,921	\$ 6,040			
Oakland Comm College		1.4891	\$ 1,787	\$ 1,823	\$ 1,859	\$ 1,896	\$ 1,934	\$ 1,973	\$ 2,012	\$ 2,053	\$ 2,094	\$ 2,136	\$ 2,178	\$ 2,222	\$ 2,266			
OISD Allocated		0.1881	\$ 226	\$ 230	\$ 235	\$ 240	\$ 244	\$ 249	\$ 254	\$ 259	\$ 264	\$ 270	\$ 275	\$ 281	\$ 286			
OISD Voted		2.9777	\$ 3,573	\$ 3,645	\$ 3,718	\$ 3,792	\$ 3,868	\$ 3,945	\$ 4,024	\$ 4,105	\$ 4,187	\$ 4,270	\$ 4,356	\$ 4,443	\$ 4,532			
Lanphere Sinking		2.9297	\$ 3,516	\$ 3,586	\$ 3,658	\$ 3,731	\$ 3,805	\$ 3,882	\$ 3,959	\$ 4,038	\$ 4,119	\$ 4,202	\$ 4,286	\$ 4,371	\$ 4,459			
Oakland Transit		0.95000	\$ 1,140	\$ 1,163	\$ 1,186	\$ 1,210	\$ 1,234	\$ 1,259	\$ 1,284	\$ 1,310	\$ 1,336	\$ 1,362	\$ 1,390	\$ 1,417	\$ 1,446			
H-C Metroparks		0.20700	\$ 248	\$ 253	\$ 258	\$ 264	\$ 269	\$ 274	\$ 280	\$ 285	\$ 291	\$ 297	\$ 303	\$ 309	\$ 315			
County Park & Rec		0.34310	\$ 412	\$ 420	\$ 428	\$ 437	\$ 446	\$ 455	\$ 464	\$ 473	\$ 482	\$ 492	\$ 502	\$ 512	\$ 522			
Local Brownfield Capturable Total		30.7621	\$ 36,915	\$ 37,653	\$ 38,406	\$ 39,174	\$ 39,957	\$ 40,757	\$ 41,572	\$ 42,403	\$ 43,251	\$ 44,116	\$ 44,999	\$ 45,899	\$ 46,817			
Non-Capturable Millages																		
Zoo Authority		0.0945	\$ 113	\$ 116	\$ 118	\$ 120	\$ 123	\$ 125	\$ 128	\$ 130	\$ 133	\$ 136	\$ 138	\$ 141	\$ 144			
Art Institute		0.1945	\$ 233	\$ 238	\$ 243	\$ 248	\$ 253	\$ 258	\$ 263	\$ 268	\$ 273	\$ 279	\$ 285	\$ 290	\$ 296			
P & F Pension		7.0000	\$ 8,400	\$ 8,568	\$ 8,739	\$ 8,914	\$ 9,092	\$ 9,274	\$ 9,460	\$ 9,649	\$ 9,842	\$ 10,039	\$ 10,240	\$ 10,444	\$ 10,653			
Chap 20 Drain		0.8200	\$ 984	\$ 1,004	\$ 1,024	\$ 1,044	\$ 1,065	\$ 1,086	\$ 1,108	\$ 1,130	\$ 1,153	\$ 1,176	\$ 1,199	\$ 1,223	\$ 1,248			
Total Non-Capturable Taxes		8.1090	\$ 9,731	\$ 9,925	\$ 10,124	\$ 10,326	\$ 10,533	\$ 10,744	\$ 10,958	\$ 11,178	\$ 11,401	\$ 11,629	\$ 11,862	\$ 12,099	\$ 12,341			
State and Local Total		62.8711	\$ 75,445	\$ 76,954	\$ 78,493	\$ 80,063	\$ 81,664	\$ 83,298	\$ 84,964	\$ 86,663	\$ 88,396	\$ 90,164	\$ 91,967	\$ 93,807	\$ 95,683			
State and Local Total Capturable		54.7621	\$ 65,715	\$ 67,029	\$ 68,369	\$ 69,737	\$ 71,132	\$ 72,554	\$ 74,005	\$ 75,485	\$ 76,995	\$ 78,535	\$ 80,106	\$ 81,708	\$ 83,342			

Table 2
Tax Increment Capture Estimates

Item 4.

14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 1,552,328	\$ 1,583,375	\$ 1,615,042	\$ 1,647,343	\$ 1,680,290	\$ 1,713,895	\$ 1,748,173	\$ 1,783,137	\$ 1,818,800	\$ 1,855,176	\$ 1,892,279	\$ 1,930,125	\$ 1,968,727	\$ 2,008,102	\$ 2,048,264	\$ 2,089,229	\$ 2,131,014	
\$ 1,552,328	\$ 1,583,375	\$ 1,615,042	\$ 1,647,343	\$ 1,680,290	\$ 1,713,895	\$ 1,748,173	\$ 1,783,137	\$ 1,818,800	\$ 1,855,176	\$ 1,892,279	\$ 1,930,125	\$ 1,968,727	\$ 2,008,102	\$ 2,048,264	\$ 2,089,229	\$ 2,131,014	
\$ 9,314	\$ 9,500	\$ 9,690	\$ 9,884	\$ 10,082	\$ 10,283	\$ 10,489	\$ 10,699	\$ 10,913	\$ 11,131	\$ 11,354	\$ 11,581	\$ 11,812	\$ 12,049	\$ 12,290	\$ 12,535	\$ 12,786	\$ 292,090
\$ 27,942	\$ 28,501	\$ 29,071	\$ 29,652	\$ 30,245	\$ 30,850	\$ 31,467	\$ 32,096	\$ 32,738	\$ 33,393	\$ 34,061	\$ 34,742	\$ 35,437	\$ 36,146	\$ 36,869	\$ 37,606	\$ 38,358	\$ 876,271
\$ 37,256	\$ 38,001	\$ 38,761	\$ 39,536	\$ 40,327	\$ 41,133	\$ 41,956	\$ 42,795	\$ 43,651	\$ 44,524	\$ 45,415	\$ 46,323	\$ 47,249	\$ 48,194	\$ 49,158	\$ 50,141	\$ 51,144	\$ 1,168,361
\$ 19,986	\$ 20,385	\$ 20,793	\$ 21,209	\$ 21,633	\$ 22,066	\$ 22,507	\$ 22,957	\$ 23,416	\$ 23,885	\$ 24,362	\$ 24,850	\$ 25,347	\$ 25,854	\$ 26,371	\$ 26,898	\$ 27,436	\$ 626,757
\$ 3,877	\$ 3,955	\$ 4,034	\$ 4,114	\$ 4,197	\$ 4,281	\$ 4,366	\$ 4,454	\$ 4,543	\$ 4,633	\$ 4,726	\$ 4,821	\$ 4,917	\$ 5,015	\$ 5,116	\$ 5,218	\$ 5,322	\$ 121,587
\$ 2,931	\$ 2,990	\$ 3,050	\$ 3,111	\$ 3,173	\$ 3,236	\$ 3,301	\$ 3,367	\$ 3,434	\$ 3,503	\$ 3,573	\$ 3,644	\$ 3,717	\$ 3,792	\$ 3,868	\$ 3,945	\$ 4,024	\$ 91,921
\$ 696	\$ 710	\$ 724	\$ 739	\$ 753	\$ 769	\$ 784	\$ 800	\$ 816	\$ 832	\$ 848	\$ 865	\$ 883	\$ 900	\$ 918	\$ 937	\$ 956	\$ 21,829
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 6,161	\$ 6,284	\$ 6,409	\$ 6,538	\$ 6,668	\$ 6,802	\$ 6,938	\$ 7,077	\$ 7,218	\$ 7,362	\$ 7,510	\$ 7,660	\$ 7,813	\$ 7,969	\$ 8,129	\$ 8,291	\$ 8,457	
\$ 2,312	\$ 2,358	\$ 2,405	\$ 2,453	\$ 2,502	\$ 2,552	\$ 2,603	\$ 2,655	\$ 2,708	\$ 2,763	\$ 2,818	\$ 2,874	\$ 2,932	\$ 2,990	\$ 3,050	\$ 3,111	\$ 3,173	\$ 72,492
\$ 292	\$ 298	\$ 304	\$ 310	\$ 316	\$ 322	\$ 329	\$ 335	\$ 342	\$ 349	\$ 356	\$ 363	\$ 370	\$ 378	\$ 385	\$ 393	\$ 401	\$ 9,157
\$ 4,622	\$ 4,715	\$ 4,809	\$ 4,905	\$ 5,003	\$ 5,103	\$ 5,206	\$ 5,310	\$ 5,416	\$ 5,524	\$ 5,635	\$ 5,747	\$ 5,862	\$ 5,980	\$ 6,099	\$ 6,221	\$ 6,346	\$ 144,959
\$ 4,548	\$ 4,639	\$ 4,732	\$ 4,826	\$ 4,923	\$ 5,021	\$ 5,122	\$ 5,224	\$ 5,329	\$ 5,435	\$ 5,544	\$ 5,655	\$ 5,768	\$ 5,883	\$ 6,001	\$ 6,121	\$ 6,243	\$ 142,623
\$ 1,475	\$ 1,504	\$ 1,534	\$ 1,565	\$ 1,596	\$ 1,628	\$ 1,661	\$ 1,694	\$ 1,728	\$ 1,762	\$ 1,798	\$ 1,834	\$ 1,870	\$ 1,908	\$ 1,946	\$ 1,985	\$ 2,024	\$ 46,248
\$ 321	\$ 328	\$ 334	\$ 341	\$ 348	\$ 355	\$ 362	\$ 369	\$ 376	\$ 384	\$ 392	\$ 400	\$ 408	\$ 416	\$ 424	\$ 432	\$ 441	\$ 10,077
\$ 533	\$ 543	\$ 554	\$ 565	\$ 577	\$ 588	\$ 600	\$ 612	\$ 624	\$ 637	\$ 649	\$ 662	\$ 675	\$ 689	\$ 703	\$ 717	\$ 731	\$ 16,703
\$ 47,753	\$ 48,708	\$ 49,682	\$ 50,676	\$ 51,689	\$ 52,723	\$ 53,777	\$ 54,853	\$ 55,950	\$ 57,069	\$ 58,210	\$ 59,375	\$ 60,562	\$ 61,773	\$ 63,009	\$ 64,269	\$ 65,554	\$ 1,497,551
\$ 147	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 165	\$ 169	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186	\$ 190	\$ 194	\$ 197	\$ 201	\$ 4,600
\$ 302	\$ 308	\$ 314	\$ 320	\$ 327	\$ 333	\$ 340	\$ 347	\$ 354	\$ 361	\$ 368	\$ 375	\$ 383	\$ 391	\$ 398	\$ 406	\$ 414	\$ 9,469
\$ 10,866	\$ 11,084	\$ 11,305	\$ 11,531	\$ 11,762	\$ 11,997	\$ 12,237	\$ 12,482	\$ 12,732	\$ 12,986	\$ 13,246	\$ 13,511	\$ 13,781	\$ 14,057	\$ 14,338	\$ 14,625	\$ 14,917	\$ 340,772
\$ 1,273	\$ 1,298	\$ 1,324	\$ 1,351	\$ 1,378	\$ 1,405	\$ 1,434	\$ 1,462	\$ 1,491	\$ 1,521	\$ 1,552	\$ 1,583	\$ 1,614	\$ 1,647	\$ 1,680	\$ 1,713	\$ 1,747	\$ 39,919
\$ 12,588	\$ 12,840	\$ 13,096	\$ 13,358	\$ 13,625	\$ 13,898	\$ 14,176	\$ 14,459	\$ 14,749	\$ 15,044	\$ 15,344	\$ 15,651	\$ 15,964	\$ 16,284	\$ 16,609	\$ 16,942	\$ 17,280	\$ 394,760
\$ 97,597	\$ 99,548	\$ 101,539	\$ 103,570	\$ 105,642	\$ 107,754	\$ 109,910	\$ 112,108	\$ 114,350	\$ 116,637	\$ 118,970	\$ 121,349	\$ 123,776	\$ 126,252	\$ 128,777	\$ 131,352	\$ 133,979	\$ 3,060,672
\$ 85,009	\$ 86,709	\$ 88,443	\$ 90,212	\$ 92,016	\$ 93,857	\$ 95,734	\$ 97,648	\$ 99,601	\$ 101,593	\$ 103,625	\$ 105,698	\$ 107,812	\$ 109,968	\$ 112,167	\$ 114,411	\$ 116,699	\$ 2,665,912

Table 3

Tax Increment Reimbursement Estimates

Table 3
Tax Increment Reimbursement Estimates

tem 4.

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
TOTAL	100.00%	\$ -	\$ 1,422,551	\$ 1,422,551
State	0.00%	\$ -	\$ -	\$ -
Local	100.00%	\$ -	\$ 1,422,551	\$ 1,422,551
TOTAL	100.00%	\$ 2,041,686	\$ -	\$ 2,041,686
EGLE	0.00%	\$ -	\$ -	\$ -
Local	100.00%	\$ 2,041,686	\$ -	\$ 2,041,686

Estimated Total Years of Plan:	30
-----------------------------------	----

Estimated Capture	
Administrative Fees	\$ 75,000
State Revolving Fund	\$ -
LBRF	\$ -
Developer Reimbursement	\$ 1,422,551
Total	\$ 1,497,551

[illegible]

Table 3
Tax Increment Reimbursement Estimates

Item 4.

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	TOTAL
\$48,708	\$49,682	\$50,676	\$51,689	\$52,723	\$53,777	\$54,853	\$55,950	\$57,069	\$58,210	\$59,375	\$60,562	\$61,773	\$63,009	\$64,269	\$65,554	\$1,497,551
\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$75,000
\$46,208	\$47,182	\$48,176	\$49,189	\$50,223	\$51,277	\$52,353	\$53,450	\$54,569	\$55,710	\$56,875	\$58,062	\$59,273	\$60,509	\$61,769	\$63,054	\$1,422,551
\$46,208	\$47,182	\$48,176	\$49,189	\$50,223	\$51,277	\$52,353	\$53,450	\$54,569	\$55,710	\$56,875	\$58,062	\$59,273	\$60,509	\$61,769	\$63,054	\$ 1,422,551
\$1,440,808	\$1,393,626	\$1,345,450	\$1,296,261	\$1,246,038	\$1,194,760	\$1,142,407	\$1,088,957	\$1,034,388	\$978,678	\$921,803	\$863,741	\$804,467	\$743,958	\$682,189	\$619,135	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$46,208	\$47,182	\$48,176	\$49,189	\$50,223	\$51,277	\$52,353	\$53,450	\$54,569	\$55,710	\$56,875	\$58,062	\$59,273	\$60,509	\$61,769	\$63,054	\$1,422,551
\$1,440,808	\$1,393,626	\$1,345,450	\$1,296,261	\$1,246,038	\$1,194,760	\$1,142,407	\$1,088,957	\$1,034,388	\$978,678	\$921,803	\$863,741	\$804,467	\$743,958	\$682,189	\$619,135	
\$46,208	\$47,182	\$48,176	\$49,189	\$50,223	\$51,277	\$52,353	\$53,450	\$54,569	\$55,710	\$56,875	\$58,062	\$59,273	\$60,509	\$61,769	\$63,054	\$1,422,551
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**RESOLUTION
APPROVING A
BROWNFIELD PLAN**

Under Public Act 381 of 1996, as Amended
for

MOSCHOURIS MANAGEMENT COMPANY, LLC

WHEREAS, the Brownfield Redevelopment Authority of the City of Madison Heights (the "Authority"); pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has reviewed, adopted and recommended for approval by the Madison Heights City Council, a Brownfield plan (the "Plan"), as described on Exhibit "A", attached hereto and incorporated by reference, for property located at 29448 John R Road (tax identification numbers 44-25-12-304-010); and

WHEREAS, the Madison Heights City Council has, at least ten (10) days before the meeting of the Council at which this resolution has been considered, provided notice to and fully informed the taxing jurisdictions that levy taxes subject to capture within the site (the "Taxing Jurisdictions") about the fiscal and economic implications of the Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 13(13) of the Act; and

WHEREAS, the Madison Heights City Council has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and will not require the Authority to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. Subject to approval and minor modifications by the City Attorney.

WHEREAS, as a result of its review of the amended Plan, and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Madison Heights City Council desires to proceed with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approved.** Pursuant to the authority vested in the Madison Heights City Council, by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

* * * * *

State Of Michigan)
County Of Oakland)ss
City Of Madison Heights)

I, Roslyn Grafstein, Mayor in and for the City of Madison Heights, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Madison Heights City Council on the 12th day of February 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Madison Heights, Michigan, on this ____th day of February 2024.

_____Roslyn Grafstein, Mayor

State Of Michigan)
County Of Oakland)ss
City Of Madison Heights)

I, Cheryl Rottmann, City Clerk in and for the City of Madison Heights, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Madison Heights City Council on the 12th day of February 2024.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Madison Heights, Michigan, on this ____th day of February 2024.

_____Cheryl Rottmann, City Clerk

Exhibit A
Brownfield Plan

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the last date ascribed to below, by and between the CITY OF MADISON HEIGHTS, a Michigan municipal corporation, with offices located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, ("City"), and MOSCHOURIS MANAGEMENT COMPANY, LLC whose address is 28454 Woodward Ave., Royal Oak, MI 48067 ("Developer").

WITNESSETH:

WHEREAS, the Developer owns a parcel of real property in the City of Madison Heights and legally described on the attached **Exhibit A**, attached hereto, and incorporated by reference, which will be collectively referred to within this Agreement as the "Property," and

WHEREAS, Developer wishes to make improvements to the Property; and

WHEREAS, the improvements Developer wishes to make to the Property include the demolition of the existing building and the parking lot west of this building, infrastructure (including storm water) improvements, landscaping, and other activities/improvements identified on **Exhibit B**, attached hereto, and incorporated by reference (the "Project").

WHEREAS, the City requires that Developer's Project comply with the City of Madison Heights Code of Ordinances; and

WHEREAS, the City will agree to issue permits for the Project contingent upon Developer agreeing to the Development Criteria set forth in this Agreement; and

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. DEFINITIONS. The following definitions shall apply to the provisions of this Agreement:

- A. “Commencement of the Project” means that permits for the Project have been issued, and actual physical Development activity is underway.
- B. “Substantial Completion of the Project” means sufficient work has been completed showing that a financial commitment as well as the Developer’s intent and ability to satisfactorily complete each applicable Phase of the Development within the time frames established in this Agreement. The City, in its reasonable discretion, shall determine whether the Developer has Substantially Completed each phase of the development.
- C. “Completion of the Project” means that the improvements to the Property required by this Agreement have been satisfied and the Project is fully completed.

3. DEVELOPMENT CRITERIA.

- A. PERMIT ISSUANCE: To obtain issuance of permits for the Project, Developer agrees to the following:
 - i. To meet the conditions contained in this Agreement;
 - ii. To complete the Project within the deadlines provided in this Agreement;
 - iii. To comply with the site plan attached as **Exhibit B** for making the improvements set forth in this Agreement within the time periods established by this Agreement; and
 - iv. To complete all Proposed Site Activities and Future Site Activities as identified on **Exhibit B** within the time periods established by this Agreement.
- B. IMPROVEMENTS AND INVESTMENTS:
 - a. All activities/improvements for the Project including, but not limited to all Site Plan Requirements identified in **Exhibit B** and all Proposed Site Activities and Future Site Activities as identified in **Exhibit B**, shall be completed by **February 23, 2026**. The City acknowledges that the Property is contaminated, and that Developer’s objective is to capture constituents of concern in the soil and groundwater and to perform remediation actions. If Developer fails to

complete the Project by **February 23, 2026**, or as may otherwise be extended through an amendment to this Agreement, then Developer shall furnish a cash deposit or proof of funds evidencing the same with the City in the amount of One Hundred Thousand (\$100,000.00) Dollars which is intended to cover the cost of the remaining activities/improvements for the Project listed on **Exhibits B**. Said deposit shall be refunded to Developer within ten (10) days after completion of the Project and issuance of a certificate of occupancy. The Developer shall request a release of the deposit prior to issuance. This section in no way shall be interpreted to circumvent or misconstrue the City's policy regarding bond requirements.

- b. Developer agrees to invest a minimum of \$4.8 million (four million, eight-hundred thousand U.S. dollars) for acquisition and all activities/improvements for the project including, but not limited to all Site Plan Requirements identified in **Exhibit B** and all Proposed Site Activities and Future Site Activities as identified in **Exhibit B**.

- C. **INSPECTIONS.** The Developer shall permit inspections of the Property as needed by the City, and the City shall provide reasonable notice to the Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

- D. **PERMIT ISSUANCE.** Upon the execution of this Agreement, the City shall issue permits necessary to complete the Project, and the other activities/improvements required by this Agreement, provided, however, the required Architecturally or Engineered stamped, construction drawings shall be submitted to the City by State Licensed Contractors and follow all applicable State of Michigan and International Codes, and comply with the City of Madison Heights current site standards. Further, upon submission of any future permit applications by Developer during the term of this Agreement, the City shall issue permits necessary to complete any activities/improvements to the Project, provided, however, the required Architecturally or Engineered stamped, construction drawings are submitted to the

City by State Licensed Contractors and are in compliance with all applicable State of Michigan and International Codes and comply with the City of Madison Heights site standards.

4. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if Developer materially fails to comply with any covenant, clause, provision, requirement, or agreement herein contained. However, Developer shall not be in default of this Agreement if Developer's failure to comply with any covenant, clause, provision, requirement, or agreement herein contained is caused by any act(s), event(s), or combination thereof that are beyond the reasonable control of Developer, such as war (declared or undeclared), invasion, insurrection, rioting, mob violence, sabotage, and epidemics or pandemics, and Developer promptly initiates and continues best efforts to cure Developer's failure to comply with such covenant, clause, provision, requirement or agreement. Upon default by Developer, the City shall be entitled to seek any legal or equitable remedy available under the law, including, but not necessarily limited to, money damages or specific performance. The Developer shall be entitled to thirty (30) days' written notice of any default and the opportunity to cure same; provided, however, if such default is not reasonably capable of being cured within the thirty (30) day period, Developer shall have such period of time as is reasonably necessary to cure the default as long as Developer diligently commences to cure the default within the thirty (30) period and thereafter diligently prosecutes the cure to completion, but in no event shall said cure period exceed ninety (90) days (unless the City extends the same in writing).. If Developer fails to cure, within the time periods described herein, the City may revoke the Brownfield Plan and Reimbursement Agreement and initiate an action for any legal or equitable remedy available. If Developer is in default, no past or future payments that may be due to the Developer for completed Eligible Activities shall be payable by the City unless the default is cured.
5. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives, and assigns.

6. **NON-DISCRIMINATION REQUIREMENT.** The Developer, its contractors and its subcontractors, and their collective successors and assigns, and every successor in interest to the Property or any part thereof, shall not discriminate upon the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin in regard to its employees, apprentices, interns, independent contractors, or equivalent (collectively “employees”), whether seasonal, permanent or at-will, whether on fixed contracts or no contracts, or in regard to the leasing or rental of the Property or in the use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.

7. **MODIFICATION.** The promises, covenants, terms, and conditions herein contained shall not be modified, altered, or extended without the mutual written consent of the parties.

8. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called “Notices”) required or permitted under this Agreement shall be given in writing and shall be deemed given (a) upon personal delivery or refusal; (b) on the first (1st) business day after receipt of delivery to a courier service which guarantees next-business-day delivery or (c) on the third (3rd) business day after mailing, by either first class U.S. mail, or by certified U.S. Mail, postage prepaid, in any case to the parties below and addressed as follows::

If to the City, to: City of Madison Heights
 300 West Thirteen Mile Road
 Madison Heights, Michigan 48071
 Attn: Community & Economic Development

If to Developer, to: Moschouris Management Company, LLC
 28454 Woodward Ave.
 Royal Oak, MI 48067
 Attn: William Gershenson or Nick Moschouris

9. **INDEMNIFICATION.** Developer shall assume all liability for and protect, indemnify, defend, and hold harmless the City, its council members, police officers, administrative officers, directors, employees, attorneys, volunteers, invitees, agents and representatives (hereinafter collectively “Indemnitees”) from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or

death of any person or persons, and loss or damage to property of any person or persons whomsoever, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death, loss, or damage to the extent caused by the City's negligence. Developer's obligation to indemnify the City shall survive termination and/or expiration of this Agreement.

10. **INSURANCE.** During the period this Agreement is in effect and until the Developer completes the Project, Developer and its consultants/contractors/subcontractors who perform any activities/improvements for the Project shall maintain general liability insurance in amounts not less than \$2,000,000.00 for damages resulting to one person, \$2,000,000.00 for damages resulting from one casualty, and \$2,000,000.00 for damages resulting to property. . The insurance shall list the City as an additional insured, as its interest may appear. The Developer shall provide the City with a certificate of insurance evidencing such insurance coverage as provided for herein. Said insurance coverage shall protect the City from claims for bodily injury, death, property damage, and pollution liability which may arise or occur from the activities/improvements undertaken for the Project or because of this Agreement. All certificates of insurance shall be provided to the City for approval prior to commencement of the Project. The City may review the policies from time to time to assure itself of its terms, and that the insurer is financially responsible.
11. **SEVERABILITY.** If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument. Further, copies of

signatures or electronic signatures to this document shall be deemed to be originals and may be relied on to the same extent as the originals.

13. **GOVERNING LAW AND INTERPRETATION.** The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Oakland County, Michigan. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement.
14. **LEGAL REPRESENTATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
15. **WAIVER.** The failure of the City to exercise any right given hereunder or to insist upon strict compliance regarding any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
16. **ENTIRE AGREEMENT.** This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter and supersedes and cancels all prior discussions, negotiations, proposals, undertakings, understandings, and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2024.

THE CITY OF MADISON HEIGHTS

By _____
Roslyn Grafstein
Mayor

STATE OF MICHIGAN)
) ss
COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2024, by Roslyn Grafstein, Mayor of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Madison Heights County, Michigan
My commission expires _____

THE CITY OF MADISON HEIGHTS

By _____
Cheryl Rottmann
City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2024, by Cheryl Rottmann, the City Clerk of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
Madison Heights County, Michigan
My commission expires _____

MOSCHOURIS MANAGEMENT COMPANY, LLC

By: _____

William Gershenson

Its: Vice President of Real Estate

STATE OF MICHIGAN)

) ss

COUNTY OF MADISON HEIGHTS)

The foregoing instrument was acknowledged before me, this ____ day of _____, 2024, by William Gershenson, as Member, on behalf of Moschouris Management Company, LLC.

_____, Notary Public

Madison Heights County, Michigan

My commission expires _____

EXHIBIT A – DESCRIPTION OF REAL PROPERTY

Real property commonly known as 29448 John R Road in the City of Madison Heights, County of Madison Heights, State of Michigan, which is more particularly described as:

Parcel Number: 44-25-12-304-010

Address: 29448 John R Road

Acres: 4.91

Legal Description:

T1N, R11E, SEC 12, N 3 ACRES OF S 6 ACRES OF NW 1/4 OF SW 1/4 EXC E 690 FT, ALSO PART OF NW 1/4 OF SW 1/4 BEG AT SW SEC COR, TH E 672.6 FT, TH N 95.9 FT, TH W 672.2 FT, TH S 95.9 FT TO BEG, ALSO PART OF SW 1/4 OF SW 1/4 BEG AT PT DIST N 00-10-00 E 1205.19 FT FROM SW SEC COR, TH N 00-10-00 E 80.39 FT, TH S 89-29-00 E 1374.18 FT, TH S 00-26-00 W 79.89 FT, TH N 89-58-00 W 1373.81 FT TO BEG EXC W 60 FT OF EACH TAKEN FOR RD, ALSO EXC PART OF SW 1/4 BEG AT PT DIST S 00-02-18 W 1161.72 FT & S 89-51-16 E 60 FT FROM W 1/4 COR, TH S 89-51-16 E 613.92 FT, TH S 00-18-28 E 14.24 FT, TH N 89-50-41 W 614 FT, TH N 00-02-18 E 14.14 FT TO BEG
4.91 A 08/04/08 FR 006

EXHIBIT B – SITE PLAN

Attached

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made and entered into as of _____, 2024 by and between Moschouris Management Company, LLC, a limited liability corporation (hereinafter referred to as the “Owner”), whose address is 28454 Woodward Ave., Royal Oak, MI 48067 and the **City of Madison Heights Brownfield Redevelopment Authority**, a Michigan municipal corporation (hereinafter referred to as the “BRA”) whose address is 300 West Thirteen Mile Rd., Madison Heights, MI 48071.

RECITALS:

Owner owns two parcels of land situated in the City of Madison Heights, Oakland County, Michigan (the “City”), as more particularly described on the attached Exhibit A and, together with personal property located thereon, is hereinafter referred to as the “Subject Property,” that qualifies as an Eligible Property under Section 2 of the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”).

The BRA was created by the City under Act 381, to promote the revitalization of environmentally distressed areas through the implementation of Brownfield plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Subject Property (the “Project”), on **January 16, 2024** the BRA adopted, and on **February 12, 2024** the Madison Heights City Council approved, a Brownfield Plan (the “Plan” or “Brownfield Plan”) attached hereto as Exhibit B, for the Subject Property, under which the Owner may receive, subject to this Agreement, the benefit of reimbursement from Tax Increment Revenues for the cost of Eligible Activities undertaken by the Owner on the Subject Property.

The BRA and the Owner desire to establish the terms and conditions upon which the BRA shall utilize Tax Increment Revenues captured pursuant to the Plan to reimburse the Owner for the costs of Eligible Activities undertaken by the Owner.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 381, for purposes of this Agreement, Tax Increment Revenues shall only mean and include such Tax Increment Revenues generated from the sources specified in Section 3 hereof.

2. The Plan. The approved Brownfield Plan, Attached hereto as Exhibit B, is fully incorporated herein and made a part of this Agreement. To the extent that any provisions of the Brownfield Plan conflict with this Agreement, the terms, and conditions of this Agreement control. To the extent any provisions of the Brownfield Plan, this Agreement, or the Development Agreement conflict with Act 381, then Act 381 shall control.

3. Sources and Uses of Tax Increment Revenues.

(a) The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Subject Property that are eligible for capture by the BRA under Act 381, will comprise the sources of Tax Increment Revenues available to the BRA for purposes of the Plan and to make the reimbursement payments required under this Agreement:

- (i) All local and operating millages, with the exception of the Detroit Institute of Arts ("DIA") and Detroit Zoo Operating Millages, any Debt Millages and School Operating and Debt Millages; and
- (ii) Levies of the Oakland Intermediate School District.

(b) The BRA shall not be required by this Agreement to use Tax Increment Revenues attributable to the levies by the State of Michigan of the State Education Tax or by the Madison School District. However, this Agreement shall not prohibit BRA, in its sole discretion, from capturing or using Tax Increment Revenues attributable to the Subject Property for any purpose authorized by Act 381.

4. Determination of Eligible Activities Qualified for Reimbursement.

(a) All costs of Eligible Activities attributable to the Subject Property for which the Owner seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

- (i) The Eligible Activity and the cost of the Eligible Activity is included in the Brownfield Plan, or any amendment or supplement thereto approved by the BRA or its designee, and the Eligible Activity is conducted in accordance with the Brownfield Plan, this Agreement, Act 381, and all applicable local, State, and federal laws and regulations.
- (ii) The Eligible Activity has not occurred greater than six months (180 days) before the effective date of approval of the Plan by the Madison Heights City Council, February 12, 2024 (the "Effective Date"), unless expressly approved as an element of the Brownfield Plan.

(b) Owner understands and agrees that any reimbursement by or on behalf of the BRA of any expenses for approved activities shall be only for “Eligible Activities” as defined in Act 381 and the Brownfield Plan or for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of Owner shall only occur to the extent that Tax Increment Revenues are generated from the Subject Property and those Tax Increment Revenues or other revenue is available under Act 381 and this Agreement for the making of reimbursements to the Owner.

5. BRA Reimbursement Payments to Owner.

(a) From time to time, but not more frequently than quarterly without approval of the BRA, Owner may submit to the BRA prior to completion of Eligible Activities a certification of costs of Eligible Activities paid or incurred for which reimbursement is sought in accordance with this Agreement and the Brownfield Plan. Such certification shall include a narrative of the approved activities performed showing that such activities qualify for reimbursement under this Agreement, a representation and warranty of the Owner that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381 and this Agreement, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, and any substantiating documentation for such invoices that is reasonably requested by the BRA.

(b) Within thirty (45) days of its receipt of such certification and supporting invoices, the BRA shall complete its review of the submission to confirm that such activities qualify for reimbursement under this Agreement and the Brownfield Plan and advise Owner in writing (“Written Determination”) of its confirmation, or if any activities do not so qualify, the specific reasons why the BRA believes that such activities do not so qualify.

(c) To the extent that such submission is approved, the BRA shall cause Owner to be paid the amounts approved within forty-five (45) days after the date of submission of the statement by Owner, but only to the extent that Tax Increment Revenues attributable to the Subject Property are available. If sufficient Tax Increment Revenues attributable to the Subject Property are not available at the time a submission for costs of Eligible Activities is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Subject Property that are next received by the BRA.

(d) To the extent that any portion of such submission is not approved within the thirty (45) day review period, an authorized representative of the BRA and Owner shall, upon the written request of either party within fourteen (14) days after receipt of the Written Determination, meet promptly to discuss the reasons the submission (or any portion thereof) was not approved and the conditions pursuant to which Owner can obtain approval of such disallowed request and Owner and BRA agree to work cooperatively and diligently to resolve and or comply with any such conditions.

(e) The Owner shall notify the BRA of the completion of Eligible Activities for which reimbursement may be sought under this Agreement. The Owner shall provide the BRA with a final certification of costs of Eligible Activities within ninety (90) days after the date of completion of the Eligible Activities for which reimbursement is sought under this Agreement.

The Owner shall receive progress payments under paragraph 5(c) for costs incurred for Eligible Activities prior to final certification.

(f) No interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by BRA under this Agreement.

(g) Anything in this Agreement to the contrary notwithstanding, the Owner and its affiliates shall comply with all applicable laws, ordinances or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Subject Property and shall use the Subject Property in accordance with the Plan for the term of this Agreement; and if the Owner shall fail to do so, the BRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists.

(h) The BRA shall not be required to capture Tax Increment Revenues to be used to reimburse the Owner pursuant to this Agreement after February 09, 2054. If the BRA has not fully reimbursed the Owner for the costs of Eligible Activities by such date, the BRA reimbursement obligation shall terminate unless the BRA and the City Council agree to extend capture of Tax Increment Revenues beyond such date. The BRA or the City shall not be responsible for reimbursing any costs of Eligible Activities if Tax Increment Revenues throughout the duration of the Plan are insufficient to cover said costs. The BRA will reimburse the Owner for Eligible Activities for a not-to-exceed amount of two-million, forty-one thousand, six hundred and eighty-six dollars (\$2,041,686).

6. Adjustments.

If, 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, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

7. BRA Review Fees.

All legal or other consulting fees related to the BRA review of the Plan and this Agreement shall be payable from Tax Increment Revenues in the first year for which Tax Increment Revenues are available for capture. The BRA shall collect two-thousand five-hundred dollars (\$2,500) annually from the Tax Increment Revenues throughout the duration of the Plan as an administrative fee to cover ongoing expenses associated with managing the Plan.

8. Indemnification.

(a) Owner indemnifies and holds harmless BRA, and any and all of its past present and future members, officials, employees, representatives, attorneys, agents and consultants, from any and all losses, demands, claims, actions, causes of action, assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by BRA or an above listed person and which are resulting from, relating to, or arising out of any of the following:

- (i) Any order of the State, any agency thereof, or a court of competent jurisdiction, under the process described in Paragraph 7(a)(vi) below, requiring that the State of Michigan or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Owner as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the BRA is determined by the State, any agency thereof, or a court to be allowed by law to use for such reimbursement.
- (ii) Any act or omission of the Owner, after taking title to the Subject Property, with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Subject Property, including any failure by the Owner to take any affirmative action required by law to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition.
- (iii) Any release of a hazardous substance or any other contaminant on the Subject Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any State or federal environmental law or regulation caused or due to an act or omission by the Owner, except if caused by an act or omission of the BRA or City or any of its past, present and future members, officers, employees, representatives, agents and consultants.
- (iv) The Eligible Activities for the Subject Property.
- (v) The operation of the business of the Owner on the Subject Property.
- (vi) In the event any person challenges or otherwise asserts that the State of Michigan or any other taxing jurisdiction must be repaid or refunded any levy captured as Tax Increment Revenues and paid to Owner as a reimbursement payment under this Agreement, the BRA shall provide written notice of such challenge or assertion and provide the Owner with the opportunity to defend such challenge or assertion and Owner shall not be required to repay or reimburse any such funds until a court order addressing such issue has been issued and no right of appeal remains.

(b) The BRA may, at its discretion and without the consent of the Owner, set off any amount owing to the Owner under this Agreement to satisfy any indemnification obligation of the Owner under this Section 7.

(c) The Owner shall obtain and maintain throughout the term of this Agreement, at its cost, and require its contractors engaged in Eligible Activities to obtain and maintain commercial general liability insurance against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Subject Property, in amounts not less than \$2,000,000.00 for damages resulting to one person, \$2,000,000.00 for damages resulting from one casualty, and \$2,000,000.00 for damages resulting to property and at the time the Owner executes this Agreement, shall provide the BRA with a certificate evidencing such insurance and that the Owner has the statutorily required workers' compensation insurance. The liability policies shall name the City and the BRA and their officers, employees, and agents as additional insured. All policies shall be provided by insurers qualified to write the respective insurance in the State of Michigan, be in such form and include such provisions as are generally considered standard provisions for the type of insurance involved, prohibit cancellation or substantial modification without at least thirty (30) days written notice to the BRA or its authorized agent. Any loss or damage against which the BRA is indemnified under Section 7(a) above that is recovered by such insurance shall offset the liability of the Owner to BRA under this Agreement.

(d) Anything contained in this Agreement to the contrary notwithstanding all indemnity obligations under this Section 7 shall expire and be completely extinguished one (1) year after the date of the final reimbursement of approved Eligible Activities, except with respect to any bona fide claim which is asserted, and with respect to which an action against Owner is commenced in the Circuit Court of Oakland County, Michigan (and the summons and complaint relating to such action is received by Owner) on or before such expiration date.

9 Assignment; Binding Effect.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the express written consent of the other party, which shall not be unreasonably withheld, provided, however, the Developer may only assign its interest in this Agreement to an affiliate (as defined below) without the prior written consent of the Authority, provided, that the Authority receives advanced written notice any such planned assignment, not less than sixty (60) days prior to said assignment, and the assignee acknowledges to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, provided, further, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by Authority's legal counsel and approval of the Authority's Executive Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

10. Loss of Revenue from a Taxing Jurisdiction.

It is understood that the Brownfield Plan, as approved, is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and

requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the BRA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement.

11. Effective Date. This Agreement shall take effect upon its execution by the BRA and City.

11. Owner Obligations, Representations and Warranties; Termination and Enforcement.

(a) Owner represents and warrants the following:

(i) With respect to the Subject Property, Owner is not a party liable under section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.

(ii) The Subject Property qualifies as Eligible Property under Act 381.

(b) The BRA may terminate this Agreement should Owner: (1) fail to fulfill in a timely and proper manner any of its obligations under paragraphs 5(e) and 5(g); or (2) violate a representation or warranty in paragraph 10(a); provided that before such termination the BRA shall deliver to the Owner a written notice of termination specifically describing the breach causing issuance of the notice of termination, and the Owner shall have thirty (30) days after delivery of the notice to cure such breach; provided, however, if such default is not reasonably capable of being cured within the thirty (30) day period, Developer shall have such period of time as is reasonably necessary to cure the default as long as Developer diligently commences to cure the default within the thirty (30) period and thereafter diligently pursues the cure to completion, but in no event shall said cure period exceed ninety (90) days (unless BRA extends the same in writing). If Developer fails to cure, within the time periods described herein, the termination shall be effective the day after the cure period lapses. If the Owner cures within the time allowed (as may be extended), then this Agreement shall not be terminated for the breach.

(c) Upon the effective date of the termination of this Agreement, the BRA shall have no further obligation under this Agreement to make any payments to Owner in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Owner.

(d) In lieu of termination, the BRA may seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it at law or equity.

(e) Agreements Not to Contest

(i) The Owner agrees not to contest the terms and conditions of this Agreement.

(ii) The Owner acknowledges that the City may program and incorporate in its Capital Improvement Plan, reconstruction of the roadways adjacent to the Owner's property. If this does occur, the Owner agrees not to oppose any lawful

Special Assessment imposed against the real property of the Owner as deemed necessary by the City in its sole discretion for reconstruction of said roadways.

iii) Owner may contest invoiced costs under this Agreement if it believes:

(a) The cost documentation contains clerical, mathematical, or accounting errors.

(iv) In the event any real, personal, or special property tax dispute concerning properties owned, leased, or controlled by the Owner, the Owner shall make a bona fide effort to resolve such dispute with the City Administration before hiring outside consulting firms or filing suit in the Michigan Tax Tribunal.

12. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of Owner and the BRA, and their respective heirs, successors, assigns and transferees. The Owner may freely assign its rights hereunder, but its obligations may only be assigned to an entity not affiliated with the Owner if such transfer or assignment is approved in advance by the BRA, which approval shall not be unreasonably withheld, delayed, or conditioned. In the event of any assignment or transfer of any right or obligation hereunder such transfer or assignment shall not be effective unless a written notice by certified mail is provided to the other party. This Agreement shall not be affected or altered in any way by any sale, lease or other disposition or sale of all or a portion of the Subject Property.

(b) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.

(c) This Agreement may be signed in counterparts.

(d) In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.

(f) This Agreement constitutes the entire agreement of the parties and integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(g) A party may waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, provided that any such waiver shall apply only to the extent expressly given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. All waivers of the

provisions of this Agreement must be in writing and signed by the appropriate officers of the waiving party, and all amendments hereto must be in writing and signed by the appropriate officers of all the parties.

(h) In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other agreement, document or understanding of the parties, this Agreement shall control.

(i) All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or sent by facsimile (promptly confirmed in writing) or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the BRA:	City of Madison Heights Community and Economic Development 300 W. Thirteen Mile Road Madison Heights, MI 48071 Phone: (248) 583-0831 Fax: (248) 588-4143
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If to the Proposed Owner:	Moschouris Management Company, LLC 28454 Woodward Avenue Royal Oak, MI 48067 Phone: (313) 580-2261
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[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

MOSCHOURIS MANAGEMENT COMPANY, LLC
a Michigan limited liability company

By: _____

William Gershenson

Its: Vice President of Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024, by William Gershenson, Vice President of Real Estate of Moschouris Management Company (a limited liability company).

Notary Public

_____ County, Michigan

My Commission Expires: _____

**CITY OF MADISON HEIGHTS BROWNFIELD
REDEVELOPMENT AUTHORITY,**
a Michigan municipal corporation

By: _____

Michael Van Buren

Its: Chairman

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024 by Michael Van Buren, the Chairman of the City of Madison Heights Brownfield Redevelopment Authority, of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

_____ County, Michigan

My Commission Expires: _____

CITY OF MADISON HEIGHTS,

a Michigan municipal corporation

By: _____
Roslyn Grafstein

Its: Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2019 by Brian C. Hartwell, the Mayor of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
_____ County, Michigan
My Commission Expires: _____

CITY OF MADISON HEIGHTS,
a Michigan municipal corporation

By: _____
Cheryl Rottmann

Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2024 by Cheryl Printz, the City Clerk of the City of Madison Heights, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
_____ County, Michigan
My Commission Expires: _____

APPENDIX A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Legal Description

29448 John R Road, Madison Heights, Wayne County, Michigan:

Parcel: 44-25-12-304-010

T1N, R11E, SEC 12, N 3 ACRES OFS 6 ACRES OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ EXC 690 FT, ALSO PART OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ BEG AT SW SEC COR, TH E 672.6 FT, TH 95.9 FT, TH W 672.2FT, TH S 95.9 FT TO BEG, ALSO PART OF SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ BEG AT PT DIST N 00-10-00 E 1205.19 FT FROM SW SEC COR, TH N 00-10-00 E 80.39 FT, TH S 89-29-00 E 1374.18 FT, TH S 00-26-00 W 79.89 FT, TH N89-58-00 W 1373.81 FT TO BEG EXC W 60 FT OF EACH TAKEN FOR RD, ALSO EXC PART OF SW $\frac{1}{4}$ BEG AT PT DIST S 00-02-18 W 1161.72 FT & S 89-51-16 E 60 FT FROM W $\frac{1}{4}$ COR, TH S 89-51-16 E 613.92FT, TH S 00-18-28 E 14.24

APPENDIX B
BROWNFIELD PLAN



City of Madison Heights, Michigan

City Hall Municipal Offices
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Department of Public Services
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Fire Department
31313 Brush Street
Madison Heights, MI 48071

Police Department
280 W. Thirteen Mile Road
Madison Heights, MI 48071

www.madison-heights.org

Patricia Perry, Superintendent
Madison District Public Schools
26550 John R
Madison Heights, MI 48071
Date of Mailing: 1/19/24

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF MADISON HEIGHTS OF OAKLAND COUNTY ON THE ADOPTION OF A BROWNFIELD PLAN FOR THE PROPERTY LOCATED at 29448 JOHN R ROAD WITHIN THE CITY OF MADISON HEIGHTS PURSUANT TO AND IN ACCORDANCE WITH ACT 381 OF THE PUBLIC ACT OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

PLEASE TAKE NOTE THAT a Public Hearing shall be held before the City of Madison Heights City Council on the 12th day of February, 2024 at 7:30pm EST in the City of Madison Heights Council Chambers located at 300 W Thirteen Mile Road, Madison Heights, Michigan 48071, on the adoption of a Brownfield Plan for the property located at 29448 John R Road in the City of Madison Heights, within which the Authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended. The eligible property is described as:

The Eligible Property is a single legal parcel totaling approximately 4.91 acres with a street address of 29448 John R Road, Madison Heights, Oakland County, Michigan. The Property is located on the John R Road corridor, bounded by Dartmouth Road to the north, John R Road to the west, West 12 Mile Road to the south, and the property line the east.

The legal description of the property, property location map, and documentation of characteristics that qualify the property as eligible property is provided within the Brownfield Plan for the proposed Moschouris Management Company LLC located at 29448 John R Rd and is made available for public inspection at the Madison Heights Community Development Department located at 300 W Thirteen Mile Road, Madison Height, Michigan 48071.

Please note that all aspects of the Brownfield Plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from the City of Madison Heights at (248) 583-0831.

Area Code (248)

Active Adult Center.....	545-3464	Finance	583-0846	Nature Center	585-0100
Assessing.....	858-0776	Fire Department.....	588-3605	Police Department.....	585-2100
City Clerk.....	583-0826	43rd District Court.....	583-1800	Purchasing.....	583-0828
City Manager.....	583-0829	Human Resources.....	583-0828	Recreation.....	589-2294
Community Development.....	583-0831	Library.....	588-7763	Water & Treasurer.....	583-0845
Department of Public Services.....	589-2294	Mayor & City Council	583-0829		

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Dr. Wanda Cook-Robinson, Superintendent
Oakland County Intermediate School
2111 Pontiac Lake Rd.
Waterford MI 48328-2736

9590 9402 2530 6306 3266 13

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4397

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Andy McClellan* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Andy McClellan

C. Date of Delivery
1/22/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 2530 6306 3266 20

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4380

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mr. Robert W. Hinkley, Treasurer
Oakland County
1200 N. Telegraph
Pontiac MI 48341

9590 9402 2530 6306 3266 20

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4380

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *R. Beer* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2891 13

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4434

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Patricia Perry, Superintendent
Madison District Public Schools
26550 John R
Madison Heights MI 48071

9590 9402 5632 9308 2891 13

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4434

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Denise Begun* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Denise Begun

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2891 13

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4434

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Amy McMillan, Director
Huron Clinton Metro Authority
13000 High Ridge Dr.
Brighton MI 48116

9590 9402 5632 9308 2891 06

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4427

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Jose L* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Jose L

C. Date of Delivery
1/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2890 90

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4410

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mrs. Eli Cooper, Manager
Oakland County Public Transportation Authority
1200 N. Telegraph
Pontiac MI 48341

9590 9402 5632 9308 2890 90

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4410

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *R. Beer* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2890 83

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4403

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Chris Ward, Director
Oakland County Parks
2800 Watkins Lake Rd.
Waterford MI 48328

9590 9402 5632 9308 2890 83

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4403

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *MScully* ☐ Agent ☐ Addressee

B. Received by (Printed Name)
MScully

C. Date of Delivery
1-23-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2890 83

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4403

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Peter Provenzano Jr, Chancellor
Oakland Community College
O.C.C. Business Office
2980 Oakdyme
Bloomfield Hills, MI 48304

9590 9402 5632 9308 2891 20

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4342

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
1/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 5632 9308 2891 20

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4342

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ms. Lisa Brown, County Clerk
Oakland County
1200 N. Telegraph Rd
Pontiac MI 48341

9590 9402 2530 6306 3266 37

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4373

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *R. Beer* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 2530 6306 3266 51

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4359

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Mr. Dale Steen, Superintendent
Lansing School District
31201 Dorchester
Madison Heights MI 48071

9590 9402 2530 6306 3266 51

2. Article Number (Transfer from service label)
7019 2970 0002 2035 4359

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

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Joint BRA & DDA Meeting
Madison Heights, Michigan
January 16, 2024

A Joint BRA & DDA Meeting was held on Tuesday, January 16, 2024 at 8:00 AM at City Hall
- Executive Conference Room, 300 W. 13 Mile Rd.

PRESENT

Rickey Busler
Ruth Charlebois
Gordon Davignon
Roslyn Grafstein
Yousif Jarbo
Joseph Keys
Anthony Mancini
Joe Marando
Melissa Marsh
Lenea Renshaw
Michael Sheppard
Michael Van Buren

ALSO PRESENT

Community and Economic Development Director Giles Tucker

BRA/DDA-24-1. DDA Informational and Regular Meeting Minutes of November 14, 2023.

Motion to approve the DDA Information Meeting Minutes and the DDA Regular Meeting Minutes of November 14, 2023, as printed.

Motion made by Marsh, Seconded by Keys.

Voting Yea: Busler, Charlebois, Davignon, Grafstein, Jarbo, Keys, Mancini,
Marando, Renshaw, Sheppard, Van Buren

Motion carried.

MEETING OPEN TO THE PUBLIC

There were no members of the public wishing to speak.

BRA/DDA-24-2. 29448 John R Rd Brownfield Plan.

CED Director Tucker stated that the City of Madison Heights and MMD Acquisitions LLC entered into an agreement for the sale of the property located at 29448 John R Rd on May 10th, 2022. This

agreement included a due diligence period, which was extended, and the property was closed upon in November 2023. A condition of the sale of the property was the approval of a Brownfield Plan that included the reimbursement of eligible activities as defined in the Michigan Brownfield Redevelopment Financing Act (Public Act 381). Mr. Tucker noted that the proceeds of the sale of this property were a significant part of the funding for the much-needed renovation of City Hall, Adult Active Center, and Library. He continued that this site was formerly used as a landfill for the Royal Oak dump and as a part of the Southeastern Oakland County Resource Recovery Authority's (SOCCRA) transfer station and incinerator. A Phase II ESA found heavy metals and naphthalene in soil samples and arsenic in the groundwater samples above Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 generic residential cleanup criteria (GRCC). For this reason, the property qualifies as a "facility" as defined by 1994 P.A. 451, Part 201, as amended. Phase II ESA also detected Mercury, ethylbenzene, naphthalene, and 1,2,4-trimethylbenzene were detected above EGLE Residential Volatilization to Indoor Pathway (VIAP) Screening Levels, dated September 4, 2020. CED Director Tucker stated that the developer is requesting a "not to exceed" total reimbursement of \$2,041,686 for eligible activities. This total includes \$1,785,905 in estimated eligible activities and a 15% contingency of \$255,781. He reviewed the eligible reimbursement activities for the board.

Motion to recommend that Madison Heights City Council adopt the proposed Brownfield Plan for property located at 29448 John R Rd and to authorize the Mayor and City Clerk to sign the Development Agreement and Reimbursement Agreement after review and minor modifications are made from the City Attorney.

Motion made by Busler, Seconded by Marando.

Discussion followed on the length of time for the Brownfield Plan, estimated amount of taxable value and how it is determined, and what would happen if the occupant or applicant went out of business.

Voting Yea: Busler, Charlebois, Davignon, Grafstein, Jarbo, Keys, Mancini,
Marando, Marsh, Renshaw, Sheppard, Van Buren

Motion carried.

BRA/DDA-24-3. DDA FY 24-25 Budget.

CED Director Tucker stated that in January of each year, the DDA adopts a budget for the next fiscal year to be included in the City's overall budget process. He highlighted notable expenditures including clock tower maintenance, tree planting, contribution to the MHHP Chamber of Commerce, conferences and workshops, membership and dues, and the 11 Mile/John R Streetscape improvements.

Motion to approve the budget with the following amendment:

Increase line item 248-863-818-5001, Facade Improvement, to \$30,000 with the condition that \$20,000 of this line item be used for a targeted facade grant for the 11 Mile/John R Streetscape area.

Motion made by Marsh, Seconded by Charlebois.

Voting Yea: Busler, Charlebois, Davignon, Grafstein, Jarbo, Keys, Mancini,
Marando, Marsh, Renshaw, Sheppard, Van Buren

Motion carried.

REPORTS:

11 Mile/John R Streetscape Project

CED Director Tucker updated the board on the 11 Mile/John R Streetscape project. He noted that he has been receiving mostly positive feedback and expects to have a plan to present to the board in February.

Facade/Sign Grants

CED Director Tucker stated that the board will be presented with updated guidelines and applications in February.

Finance Report

CED Director Tucker noted that there was not much activity since the last meeting, however, he does expect the partial engineering payment for the 11 Mile/John R Streetscape project soon.

ROUND ROBIN:

MHHP Chamber of Commerce Director Linda Williams stated that the Chamber's 4th Quarter Activity Report will be forthcoming.

Chair Van Buren announced that today was long-time member Ruth Charlebois' last meeting on the Brownfield Redevelopment and Downtown Development boards as she is moving to northern Michigan. The board thanked Ruth for her service and noted that she was the second longest serving member of the DDA, appointed in July of 2009. Ms. Charlebois thanked the board members for their friendship and commented that serving on the board has been a true blessing.

ADJOURNMENT

Having no further business, Chair Van Buren adjourned the meeting at 9:21 a.m.

City Council Regular Meeting
Madison Heights, Michigan
January 22, 2024

A City Council Regular Meeting was held on Monday, January 22, 2024 at 7:30 PM at City Hall
- Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman William Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

OTHERS PRESENT

City Manager Melissa Marsh
City Attorney Larry Sherman
Deputy City Manager/City Clerk Cheryl Rottmann

The invocation was given by Councilman Mier and the Pledge of Allegiance followed.

CM-24-12. Addition to the Agenda.

Motion to add under Reports: MMRMA Special Legal Counsel's Recommendation in Case No. 22-197464-CZ, Artic Fox, LLC v. City of Madison Heights and Case No. 2023-201613-CZ, 305 N. Euclid v. City of Madison Heights.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis

Voting Nay: Councilor Wright

Motion carried.

PRESENTATIONS:

2023 Fire Department Awards

Fire Chief Lelito and Captain Dwyer presented the following 2023 Fire Department Awards:

Firefighter of the Year

Dustin Toll

Award of Merit

Lt. Brown

FF. Roberts

FF. Levey

Civilian Citation

Robb Thompson

Kyle Marchetti

Mayor Grafstein thanked the Firefighters for all their hard work and their families for their support.

Oakland80 Initiative

Oakland County Director of Workforce Development, Jennifer Llewellyn, stated that in 2019, Michigan Governor Gretchen Whitmer set a goal to increase Michigan's adult post-secondary education rate to 60% by 2030. In Oakland County, 61% of adults already had a college degree or other post-secondary credential, prompting its leaders and key partners to set a goal of 80% adult post-secondary attainment by 2030. To achieve 80% and ensure attainment reflects progress for all Oakland County residents, County Executive David Coulter launched the Oakland80 initiative. Oakland County has partnered with the Corporation for a Skilled Workforce (CSW) to understand key data on the makeup, needs, and potential barriers facing adult residents without post-secondary education, as well as to develop comprehensive, data-informed strategies the Oakland80 partners and stakeholders could pursue to reach their goal. Ms. Llewellyn stated that advance education results in lower unemployment rates, higher wages, and a skilled and educated workforce. As part of this program, nine Career and Education Navigators meet with residents to pursue and reach their education goals. They are adding ten to twenty additional Navigators to be placed in high schools around the county, with the goal of removing barriers from those seeking advanced education. She thanked the City Council for their support.

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

CM-24-13. Consent Agenda.

Motion to approve the Consent Agenda as read.

Motion made by Councilor Wright, Seconded by Councilman Mier.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-14. Regular City Council Meeting Minutes of January 8, 2024.

Motion to approve the City Council Regular Meeting Minutes of January 1, 2024, as printed.

Motion made by Councilor Wright, Seconded by Councilman Mier.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

**CM-24-15. Resolution Supporting State's Implementation of the Ground
Emergency Medical Transportation Program (GEMT).**

Motion to approve the Resolution Supporting State's Implementation of the Ground
Emergency Medical Transportation Program (GEMT), as follows:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MADISON
HEIGHTS, MICHIGAN, EXPRESSING SUPPORT FOR IMPLEMENTATION OF
THE GROUND EMERGENCY MEDICAL TRANSPORTATION PROGRAM IN
MICHIGAN

WHEREAS, the City of Madison Heights Fire Department provides Ground Emergency
Medical Transportation (GEMT) services for City residents, which includes many
Medicaid beneficiaries; and

WHEREAS, the GEMT program available through the United States Centers for
Medicare and Medicaid Services provides reimbursement to public providers for services
provided to Medicaid patients; and

WHEREAS, the State of Michigan is not currently participating in the GEMT program,
which is a voluntary enrollment program at both the state and local levels; and

WHEREAS, according to the US Census Bureau, approximately 13.8% of residents
within the City of Madison Heights are Medicaid recipient; and

WHEREAS, the emergency services sector has struggled with workforce retention and
recruiting in the wake of the COVID-19 pandemic; and

WHEREAS, the GEMT program will help Michigan public agencies including the City
of Madison Heights retain and hire employees; and

WHEREAS, the GEMT program has shown to expand access, quality, and sustainability
of emergency services for Medicaid recipients for public providers; and

WHEREAS, the MI-GEMT coalition is advocating for the passage of legislation directing
the Michigan Department of Health and Human Services to enroll in the GEMT program;
and

WHEREAS, the MI-GEMT coalition includes the Michigan Association of Fire Chiefs,
Michigan Municipal League, Michigan Townships Association; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Madison Heights hereby conveys its support for efforts of the MI-GEMT coalition; and

IT IS FURTHER RESOLVED that the City of Madison Heights The City Council of the City of Madison Heights urges the Michigan State Legislature to adopt legislation directing the Michigan Department of Health and Human Services to enroll in the GEMT program through the Centers for Medicare and Medicaid Services State Plan Amendment process.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-16. Interlocal Agreement between the City of Madison Heights and Habitat for Humanity of Oakland County to Manage all aspects of a Neighborhood Improvement Program.

Motion to approve the sub-recipient agreement between the City of Madison Heights and Habitat for Humanity of Oakland County to administer the CPF 2023 Grant program for Neighborhood Home Improvements as outlined in the grant application and authorize the City Clerk and City Manager to sign on behalf of the City.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-17. MMRMA Special Legal Counsel's Recommendation in Case No. 22-197464-CZ, Artic Fox, LLC v. City of Madison Heights and Case No. 2023-201613-CZ, 305 N. Euclid v. City of Madison Heights.

Motion to approve MMRMA Special Legal Counsel's recommendation in *Case No. 22-197464-CZ, Artic Fox, LLC v. City of Madison Heights* and *Case No. 2023-201613-CZ, 305 N. Euclid v. City of Madison Heights*, as discussed in Closed Session.

Motion made by Mayor Pro Tem Bliss, seconded by Councilman Soltis.

Mayor Pro Tem Bliss suggested, and Councilman Fleming concurred, that revenues from this settlement agreement be earmarked toward public safety.

Motion to postpone consideration of the MMRMA Special Legal Counsel's recommendation in *Case No. 22-197464-CZ, Artic Fox, LLC v. City of Madison Heights* and *Case No. 2023-201613-CZ, 305 N. Euclid v. City of Madison Heights*, as discussed in Closed Session. There was no second, therefore the motion failed.

Motion by Councilor Wright. There was no second, so the motion failed.

Councilor Rohrbach stated that as she has expressed in the past, she does not support this settlement.

Mayor Grafstein stated that she supports the settlement and agrees with the suggestion of earmarking the money towards public safety.

Roll Call Vote on Original Motion:

Voting Yea: Mayor Pro Tem Bliss, Councilman Fleming, Councilman Soltis, Mayor Grafstein

Voting Nay: Councilman Mier, Councilor Rohrbach, Councilor Wright

Motion carried 4-3.

CM-24-18. Establish a Public Hearing for the 29488 John R Rd Brownfield Plan.

Motion to schedule a Public Hearing for the consideration of the Brownfield Plan submitted for 29448 John R Rd, at the Regular City Council Meeting of February 12, 2024.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Motion carried.

CM-24-19. Networking Equipment Upgrade Phase I.

Motion to approve the purchase of the Cisco Meraki MS350 switches from CDW-G, of Chicago, Illinois, under the Michigan Master Computing MiDEAL, in the amount of \$109,208.00 as well as labor cost of \$15,525 for Phase I of the Networking Equipment Upgrade project for a total amount of \$124,733.00 Funding for this project has been authorized in the FY 23/24 Budget, account number 101-228-982-0000.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Motion carried.

CM-24-20. Purchase of Bandshell Structure Materials – Budget Amendment.

Motion to approve a budget amendment to increase revenues for the bandshell grant of \$250,000 to Miscellaneous Revenues, Account No. 101-044-674-0000 and \$250,000 to increase park improvement expense to Parks Improvements, Account No. 101-752-987-0000.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-21. Purchase of Bandshell Structure Materials.

Motion to approve the purchase of the bandshell materials from Penchura, who holds a Sourcewell contract in an amount not to exceed \$79,235.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

**CM-24-22. Ordinance No. 2196 - Medical Marihuana Facilities Amendment,
Second Reading (POSTPONED FROM 11-16-23).**

Motion to approve Ordinance No. 2196, Medical Marihuana Facilities Amendment on Second Reading, as follows:

**CITY OF MADISON HEIGHTS
ORDINANCE NO. 2196**

An ordinance to amend ordinance 571 being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 7, Article XVI, Sec. 7-305 (d) to adopt a new Section relating to Medical Marihuana License Requirements to insure the public health, safety, and welfare.

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

The existing section 7-305 (d) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES

ARTICLE XVI – MEDICAL MARIHUANA FACILITIES

Sec. 7-305. – License requirements.

- (d) *Number of licenses.* The city has limited the number of medical *marihuana* facility licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city medical *marihuana* facility licenses; however, in the event of a voluntary nonrenewal or a revocation of a medical *marihuana* facility license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city medical *marihuana* facility license allowed by the city shall be as follows:

Type of Facility	Number of Licenses
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (1,500 plants)	5
Marihuana Processor	5
Marihuana Secure Transporter	4
Marihuana Safety Compliance Facility	4
Marihuana Retailer	5

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.

Motion made by Mayor Pro Tem Bliss, seconded by Councilman Fleming.

Roll Call Vote:

Voting Yea: Councilman Fleming, Councilman Soltis, Mayor Pro Tem Bliss, Mayor Grafstein

Voting Nay: Councilman Mier, Councilor Rohrbach, Councilor Wright

Motion carried 4-3.

CM-24-23. Ordinance No. 2197 Marihuana Licensing Amendment, Second Reading (POSTPONED FROM 11-16-23).

Motion to approve Ordinance No. 2197, Marihuana Licensing Amendment, on Second Reading, as follows:

**CITY OF MADISON HEIGHTS
ORDINANCE NO. 2197**

An ordinance to amend ordinance 571 being an ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights by amending Chapter 7, Article XVI, Sec. 7-405 (e) to adopt a new Section relating to Medical Marihuana License Requirements to insure the public health, safety, and welfare.

THE CITY OF MADISON HEIGHTS ORDAINS:

Section 1.

The existing section 7-405 (e) of Article XVI of Chapter 7 of the Madison Heights Code of Ordinance is hereby repealed and the following new section is hereby adopted to stand in its place:

CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES

ARTICLE XVI – MARIHUANA ESTABLISHMENTS

Sec. 7-405. – License requirements.

(e) *Number of licenses.* The city has limited the number of *marihuana* establishment licenses issued under this article and may revise this limit from time to time. The city may issue up to the maximum number of each type of city *marihuana* establishment license; however, in the event of a voluntary nonrenewal or a revocation of a *marihuana* establishment license, the city is not required to take applications for the newly available licenses. The maximum number of each type of city *marihuana* establishment license allowed by the city shall be as follows:

Type of Facility	Number of Licenses
Marihuana Grower – Class A (100 plants)	None
Marihuana Grower – Class B (500 plants)	None
Marihuana Grower – Class C (2,000 plants) (Stacked up to 5 per each Marihuana Retailer location)	25
Marihuana Processor	5
Marihuana Secure Transporter	4
Marihuana Safety Compliance Facility	4
Marihuana Retailer	5

This is hereby adopted, published and approved by Madison Heights City Council together with all amendments, references and supplements are hereby adopted by reference as if fully set forth herein except as otherwise set out in the Code of Ordinances; provided, that any provisions thereof are not in conflict of any provisions of this Code of Ordinances. The Police Department is designated as the enforcing agent to discharge the responsibilities and enforce the provisions of this code.

THE REMAINDER OF THIS SECTION IS UNALTERED AND REMAINS IN FULL FORCE AND EFFECT AS IT WAS PRIOR TO THIS AMENDMENT.

Motion made by Mayor Pro Tem Bliss, seconded by Councilman Fleming.

Roll Call Vote:

Voting Yea: Councilman Fleming, Councilman Soltis, Mayor Pro Tem Bliss, Mayor Grafstein

Voting Nay: Councilman Mier, Councilor Rohrbach, Councilor Wright

Motion carried 4-3.

Council Comments:

Councilman Mier stated that he will be attending the MML Newly Elected Official training this Thursday. With the upcoming weather, he urged everyone to stay safe. He congratulated the firefighters who received awards tonight. He stated that he is not too happy with the about face on marihuana but thanked the City Attorneys for their work.

Mayor Pro Tem Bliss stated Go Lions! and congratulated them on their historic victory. He thanked Councilman Soltis for his leadership today, and noted that prior to this evening,

Councilman Soltis was opposed to everything Council has ever done on marihuana and it takes a lot to reconsider his stance and he thanked him for it.

Councilor Wright had no comments this evening.

City Attorney Sherman congratulated the firefighters and citizen recipients from this evening's Fire Department Awards. He gave a shout out to the University of Michigan for their National Championship and the Detroit Lions for winning two playoff games. He stated that he feels like he is in football nirvana, and it would be great to bring the Super Bowl to the incredible fan base that the Lions have.

City Manager Marsh announced the Oakland Saves grant program to help homeowners make energy efficient improvements to their homes. Information is available on the City's website. There are different tiers, both income qualified and non-income qualified, and she encouraged all to check out the program.

City Clerk/Deputy City Manager Rottmann stated that the Clerk's office has sent the initial mailing of absentee ballots for the February 27, 2024 Presidential Primary so they should be arriving in your mailbox shortly. If you'd like to receive an absentee ballot, please contact our office. Early voting starts on February 17th at the Royal Oak Senior Community Center. Address and time information can be found on the City's website under Election Information.

Councilor Rohrbach stated that she was disappointed in the City Council for settling the marihuana lawsuits. She commented that doing an about face is not leadership, and to do so goes against the best interest of our City. We do need to invest in public safety and parks, but not in this way. The pressure by outside groups is despicable. Go Lions!

Councilman Fleming thanked all of our firefighters for the great job they do for our city; we appreciate it. Congratulations to all of the award recipients tonight. He requested a snow plowing policy review, noting it has been hard to mitigate all the snow that has accumulated. The 2024 Memorial Day Parade Committee is looking for volunteers and vendors. The parade website will be posted on the City's website, so sign up and be part of this great event. This Thursday, the Library will be hosting the Jewish Community Relations Council/AJC Holocaust Education Panel beginning at 6:00 p.m., please come out, it will be a good program.

Councilman Soltis stated that he didn't even know who Dan Campbell was when he was on the Miami Dolphins. He credits Dan Campbell for his work with the team and he believes they will make it to the Super Bowl.

Mayor Grafstein concurred with Councilman Fleming's suggestion of a review of the snow plowing policy. She thanked the firefighters for their work and for their community outreach. She invited all to attend the Library event on Thursday; noting the City lost our Holocaust survivor this past December, and it is important to remember what happened 80 years ago. Please visit the Library to meet with Career and Education Navigator Jason to help with any questions you may have on obtaining advanced education. The next City Council meeting is February 12, 2024.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 8:32 p.m.

Memorandum

To: Melissa Marsh, City Manager

From: Cheryl Rottmann, City Clerk

Date: February 6, 2024

Re: February 2024 Boards and Commission Appointments

Attached is the listing of boards and commission vacancies as of February 6, 2024. The names of current members who are requesting reappointment are listed. Next to their names are the word “**WILLING.**” If there is an alternate member currently serving on a board that has a full-member opening, their name is listed with the word “***ALT TERM EXP.**” along with their alternate term-expiration date. All other applicants are then listed in the order their applications were received in the City Clerk’s Office.

Staff is recommending that appointments to each board be approved in one motion. For example:

Environmental Citizens Committee:

Motion to appoint the following to the Environmental Citizens Committee:

John Doe, full term, expiring 2/28/26

Sally Volunteer, full term, expiring 2/28/26

Leader Jill, alternate term, expiring 2/28/25

Board and Commission Vacancies							
BOARD	TERM TYPE	MAYOR'S APPT?	TERM LENGTH	TERM EXPIRATION	APPLICANTS FIRST NAME	LAST NAME	APP DATE
DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY	R	Y	4	0/28/2028	JOSEPH	KEYS	WILLING
	R	Y	4	0/28/2028	MICHAEL	SHEPPARD	WILLING
	R	Y	4	0/28/2028			
	R	Y	4	2/28/2027			
	R	Y	4	2/28/2025			
					NICK	DIFRANCO	4/30/2023
ENVIRONMENTAL CITIZENS COMMITTEE	R		3	2/28/2027	JASON	THEODOROFF	WILLING
	R		3	2/28/2027			
	A		3	2/28/2027			
	A		3	2/28/2026			
					JENNIFER	BOWEN	10/31/2023
HISTORICAL COMMISSION	R		3	2/28/2027	REBECCA	CHAMBLISS	WILLING
	R		3	2/28/2027	CHERYL	SUITER	WILLING
	R		3	2/28/2027	KEVIN	WRIGHT	WILLING
	R		3	2/28/2027	JENNIFER	BALLANTINE	WILLING
	R		3	2/28/2027			
	R		3	2/28/2027			
	R		3	2/28/2025			
	R		3	2/28/2025			
	A		3	2/28/2025	REGINA	JUSKA-SVOBA	9/7/2023
HUMAN RELATIONS & EQUITY COMMISSION	R		2	8/31/2024			
	R		2	8/31/2025			
	R		2	8/31/2025			
	A		2	8/31/2025			
	A		2	8/31/2024			
	A		2	8/31/2024			
					AARON	BROWN	1/27/2024
					JESSICA	SHOWERS	1/25/2024
INFORMATION TECHNOLOGY ADVISORY COMMITTEE	R		3	2/28/2027	SCOTT	TULLER	WILLING
	A		3	2/28/2025			
					RAHUL	SAGAR	11/30/2023
LIBRARY ADVISORY BOARD	R		2	8/31/2024			
	R		2	8/31/2024			
	A		2	8/31/2025			
					TOYA	AARON	1/29/2024
					REGINA	JUSKA SVOBA	1/27/2024

Board and Commission Vacancies - continued

BOARD	TERM TYPE	MAYOR'S APPT?	TERM LENGTH	TERM EXPIRATION	APPLICANTS FIRST NAME	LAST NAME	APP DATE
PARKS & RECREATION ADVISORY BOARD	R	Y	2	2/28/2026	CHRISTOPHER	MOLENCUPP	WILLING
	R	Y	2	2/28/2026	VASILIKI	HARRIS	WILLING
	R	Y	2	2/28/2026			
	R	Y	2	2/28/2025			
	A	Y	2	2/28/2026			
	A	Y	2	2/28/2025			
					REGINA	JUSKA SVOBA	1/27/2024
					DIANA	LENAWAY	1/26/2024
					JAMIE	ZIMMER	1/29/2024
PLANNING COMMISSION	R	Y	3	8/31/2025			
					TOYA	AARON	1/29/2024
					MATTHEW	OLSON	10/9/2023
					RAHUL	SAGAR	11/30/2023
TAX BOARD OF REVIEW	R		2	2/28/2025			
ZONING BOARD OF APPEALS	R		3	2/28/2027	MARK	KIMBLE	WILLING
	R		3	2/28/2027	CINDY	HOLDER	WILLING
	R		3	2/28/2027			
	R		3	2/28/2027			
	R		3	2/28/2027			
	A		3	2/28/2027			
					TOYA	AARON	1/29/2024
					RAHUL	SAGAR	11/30/2023



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 12, 2024

PREPARED BY: Amy J Misczak, HR Director/Purchasing Coordinator

AGENDA ITEM CONTENT: Gateway Signage Project

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: 250,000

FUNDS REQUESTED: 148,815

FUND: 101-446-987-0000

EXECUTIVE SUMMARY:

Per the attached memo, to approve the contract for Gateway Signage to Johnson Signs. Fabrication and installation will be completed in phases based upon donated funds from Quality Roots, and schedule agreed upon by the parties.

RECOMMENDATION:

To award the contract for Gateway Signage to Johnson Signs in the amount of \$149,815 with fabrication and installation to occur in phases.

DATE: February 6, 2024

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Mischak, HR Director/Purchasing Coordinator
Tracee Miller, HR/Purchasing Assistant

RE: RFP #MH 23-03 – Gateway Signage Project

The City of Madison Heights has been working toward updating its public image and branding to complement and promote achievements such as completed and planned park improvements, the construction and remodeling at Civic Center Plaza, and potential streetscape changes to its Downtown Development Authority area.

As part of this ongoing branding plan, the City worked with Ideation Orange and a committee of DDA, Planning, Council and Staff members to develop gateway sign specifications and issued RFP #MH 23-03 on November 2, 2023. The funding for this project is provided by donations from Quality Roots opening at 350 14 Mile Road. The initial donation will be \$25,000 to begin the project with the installation of gateway signage at 14 and John R, with subsequent phased donations to complete all eight installations as indicated in the attached specifications.

On November 28, 2023, the City received proposals from four companies. Johnson Signs was the apparent low bidder with a grand total of \$148,815 plus \$1,000 for prototype costs. The initial location at 14 Mile & John R is quoted at \$19,560. City staff checked references for Johnson signs which came back favorable. If approved, staff will work with Johnson Signs and Quality Roots to establish a phased fabrication and installation schedule agreeable to all parties.

Staff and I would recommend that Council approve the award of this RFP to Johnson Signs for fabrication and installation of all eight (8) gateway signs in the total amount of \$149,815, to be phase funded with the initial sign installation at 14 Mile and John R. Council will be updated regarding other installation locations and timing once the funding and production schedule is finalized.

Thank you for your time and consideration.

RFP may be awarded in phases

	Company Name	Discount if 3 or More Awarded in Phase 1	Prototype and Materials Samples	Performance Bond	Total All Signs	Notes/Comments
1	Johnsons Signs*	2.00%	\$1,000.00	included	\$148,815.00	prototype cost may vary
2	Spectrum Neon*	400/sign	\$1,500.00	\$3,217.80	\$159,390.00	
3	Curb Appeal	0.00%	\$0.00		\$162,950.00	total includes Performance Bonc
4	Blink Signs	3.00%	\$5,500.00		\$206,700.00	
*amount read at opening for Johnson Signs and Spectrum included prototype costs which are listed separately here						

COST PER SIGN INCLUDING FABRICATION/INSTALLATION/REMOVAL

Company	14/John R	14/Stephenson	12/Stephenson	14/Campbell	Lincoln/Progress	10/Dequindre	13/Dequindre	John R/Progress	Permits	Total:
Johnson Sign Co	\$19,560.00	\$19,560.00	\$19,560.00	\$19,560.00	\$19,560.00	\$17,610.00	\$17,610.00	\$10,795.00	\$5,000.00	\$148,815.00
Spectrum Neon	\$22,350.00	\$22,350.00	\$22,350.00	\$22,350.00	\$21,930.00	\$18,925.00	\$18,475.00	\$10,660.00		\$159,390.00
Curb Appeal	\$20,750.00	\$20,750.00	\$20,550.00	\$20,550.00	\$20,750.00	\$21,200.00	\$21,200.00	\$17,200.00		\$162,950.00
Blink Signs	\$28,700.00	\$28,700.00	\$28,700.00	\$28,700.00	\$28,700.00	\$24,550.00	\$24,550.00	\$14,100.00		\$206,700.00
										\$160,890.00

V. RFP MH 23-03 – GATEWAY SIGNAGE PROJECT – PRICING PAGE

Firm:	Johnson Sign Co
Project Contact:	Geof Innis
Phone #:	517-784-3720
Email:	geof@johnsonsign.com

Location / Type	Fabrication Cost	Installation Cost	Removal Cost (if needed)	Total Cost per Sign
14 Mile & John R Monument Sign	\$ 15,710	\$ 3,850	n/a	\$ 19,560
14 Mile & Stephenson Monument Sign	\$ 15,710	\$ 3,850	n/a	\$ 19,560
12 Mile & Stephenson Monument Sign	\$ 15,710	\$ 3,650	n/a	\$ 19,560
14 Mile & Campbell Monument Sign	\$ 15,710	\$ 3,850	n/a	\$ 19,560
Lincoln & Progress Monument Sign	\$ 15,710	\$ 3,850	n/a	\$ 19,560
10 Mile & Dequindre Vertical Sign	\$ 13,910	\$ 3,700	n/a	\$ 17,610
13 Mile & Dequindre Vertical Sign	\$ 13,910	\$ 3,700	n/a	\$ 17,610
John R & Progress	\$ 7,245	\$ 3,550	n/a	\$ 10,795

Permit allowance for permit procurement & permits from State @ \$625 per sign x 8= \$5,000

Discount if (3) or more signs are approved in Phase I	\$ 2 % off of sign fabrication price
Prototypes, Material samples (including shipping to 420 W. 9 Mile Road, Hazel Park, MI 48030	\$ 1,000 - *may vary depending on prototypes/samples required
Total Fabrication & Installation Cost for City of Madison Heights Gateway Signage	\$ 149,815

****SUBMIT ORIGINAL PROPOSAL ALONG WITH THREE COPIES IN A SEALED ENVELOPE MARKED ACCORDING TO SUBMITTAL GUIDELINES ALONG WITH QUALIFICATIONS QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT TO THE CITY OF MADISON HEIGHTS CLERK'S OFFICE BEFORE THE DEADLINE 11:00 am ON NOVEMBER 28, 2023.**

ALL OTHER ITEMS – CONTRACT, INDEMNIFICATION DEFEND AND HOLD HARMLESS AGREEMENT, AND INSURANCE AS OUTLINED IN THIS RFP – WILL BE SUBMITTED AFTER APPROVAL OF THE CONTRACT.A BID BOND IS NOT REQUIRED TO SUBMIT YOUR PROPOSAL**

V(a). RFP MH 23-03 – GATEWAY SIGNAGE PROJECT – ALTERNATE PRICING PAGE

It is required that the proposed costs of fabrication match the provided Design Development proof specifications. If contractor suggests alternates, please provide as a separate cost option with a detailed description of the alternate specification and/or fabrication method. Attach additional sheets as needed.

No alternative pricing.


VI. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

() If an award is made to Johnson Sign Co (Company Name)

it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.


Signature of Company Representative

~OR~

() Our company _____ is NOT interested in extending this contract.
(Company Name)

Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

VII. CITY OF MADISON HEIGHTS**QUALIFICATION QUESTIONNAIRE**

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of Bidder.

Name of Bidder: Johnson Sign Co

Address of Bidder: 2240 Lansing Ave, Jackson, MI 49202

Type of Business Entity: Corporation
(Example: Corporation, Partnership, etc.)

How Long Established: 1964

Names and Addresses of
All Principals of Bidder: _____

Jim Johnson - 2240 Lansing Ave, Jackson, MI 49202

Will Johnson - 2240 Lansing Ave, Jackson, MI 49202

Jay Johnson, 2240 Lansing Ave, Jackson, MI 49202

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

N/A

2. List 3 current references from municipalities or public agencies familiar with the Work performed by the Bidder and list the name, addresses and telephone number of a contact person.

<u>City of Flat Rock - Joe Pagano - 734-771-3825</u>	<u>City of Manistee - Shawn Middleton Spicer Group</u>
<u>City of Dexter - Josh Tanghe - 734-580-2229</u>	<u>(616) 458-8580</u>

3. List 3 current references from private or non-public sources familiar with the Work performed by the Bidder and list the name, address and telephone number of a contact person.

Trinity Health - Dave Raymond - 734-657-1611

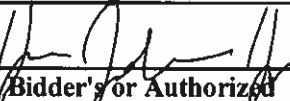
Schoolcraft College - John Wright - 313-318-2986

County National Bank - Bruce Stroede - 517-439-4300₉

4. List the names and address of all subcontractors the Bidder proposes to use on the project.

n/a

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.


**Bidder's or Authorized
 Representative's Signature**

Vice President


Title of Signatory

Jim Johnson

Bidder's Printed Name

Dated:

Subscribed and sworn to before me on
 This 28th day of November, 2023.


LYNDE S. FISHER Notary Public
WASHTENAW County, Michigan

LYNDE S. FISHER
 Notary Public, State of Michigan
 County of Washtenaw
 Commission Expires Jun. 09, 2026
 County of Washtenaw


VIII. NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

Jim Johnson _____ being duly sworn deposes and says:

That he/she is Vice President of Johnson Sign Co
(state official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Madison Heights or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.


(Signature of person submitting bid)

Subscribed and sworn this 28th day of November, 2023 before me, a Notary Public in and for said County.


Notary Public

My Commission Expires:

Jun 09, 2026


LYNDE S. FISHER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Jun. 09, 2026
Acting In the County of Washtenaw

IX. INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT


KNOW ALL MEN BY THESE PRESENTS: That Johnson Sign Co (Contractor/Company) By and through the undersigned Jim Johnson (Individual), Its Vice President (Title), respectively, agrees to indemnify and hold harmless the City of Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the following activity:

R.F.P. MH 23-03 GATEWAY SIGNAGE PROJECT

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the sole omissions to act on the part of the City of Madison Heights.

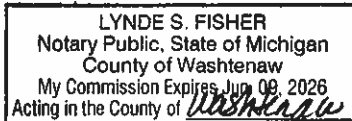

(Signature of person submitting bid)

Subscribed and sworn this 28th day of November, 2023 before me, a Notary Public in and for said County.


Notary Public

My Commission Expires:

Jun 09, 2026



Johnson Sign Co

663 S. Mansfield, Ypsilanti, MI 48197

Phone (734) 483-2000

Madison Heights City Clerk's Office

400 West 13 Mile Road

Madison Heights, MI 48071

Johnson Sign Company

40 Lansing Ave

Ypsilanti, MI 48197

FP : 0000334479

City of Madison Heights Gateway Signage

NOV 28 2023

10:53 am

MPD

DESIGN DEVELOPMENT

CITY OF MADISON HEIGHTS
GATEWAY SIGNAGE

OCTOBER 2023 V.1



ideation orange

LOCATIONS



14 and John R - Monument Sign



14 and Stephenson - Monument Sign



12 and Stephenson - Monument Sign



14 and Campbell - Monument Sign



Lincoln and Progress - Monument Sign



10 Mile and Dequindre - Vertical Sign



13 and Dequindre - Vertical Sign



John R and Progress



Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign.
City to install new ground lighting for illumination as shown.



Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign.
City to install new ground lighting for illumination as shown.



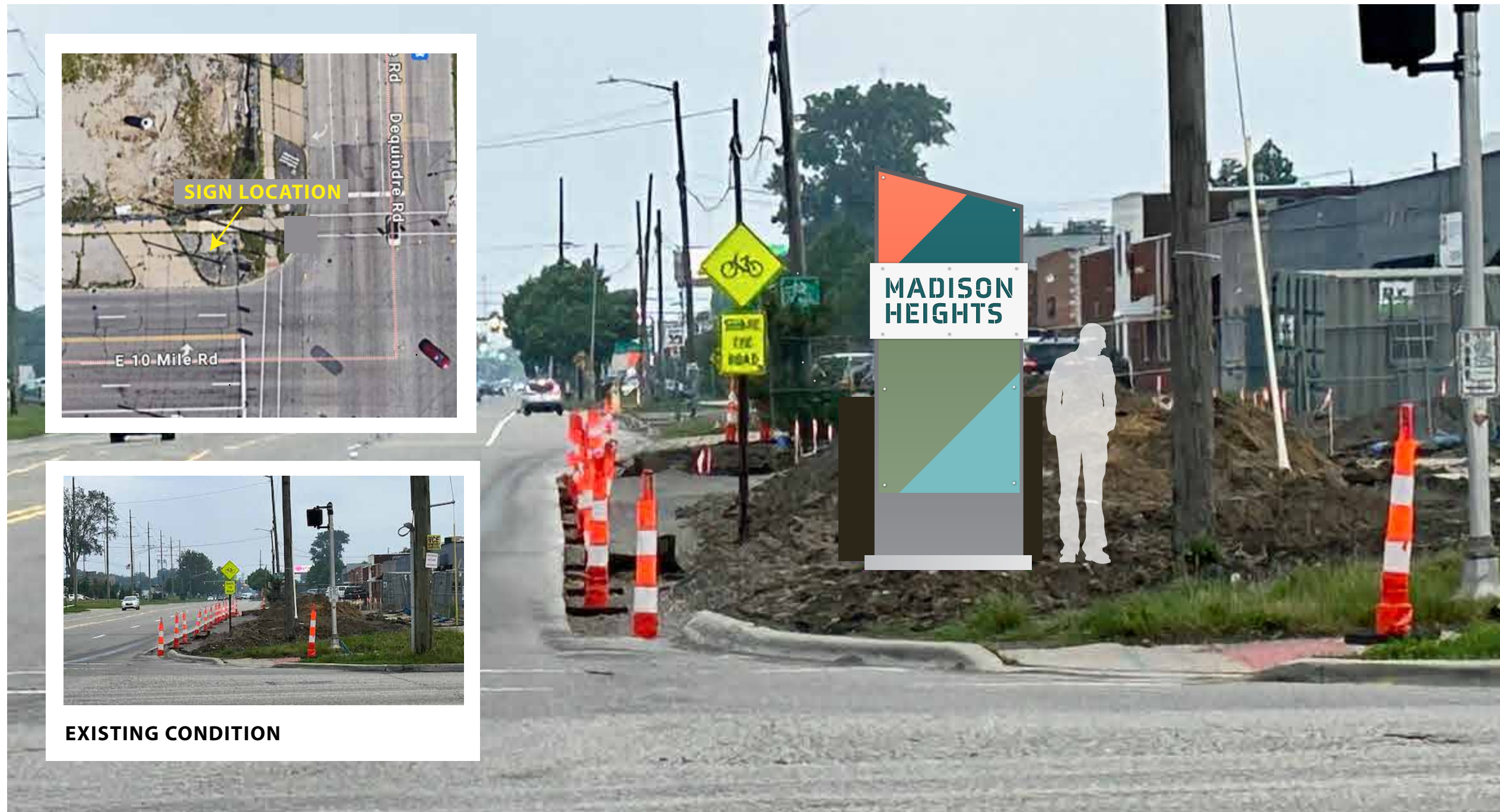
Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign.
City to install new ground lighting for illumination as shown.



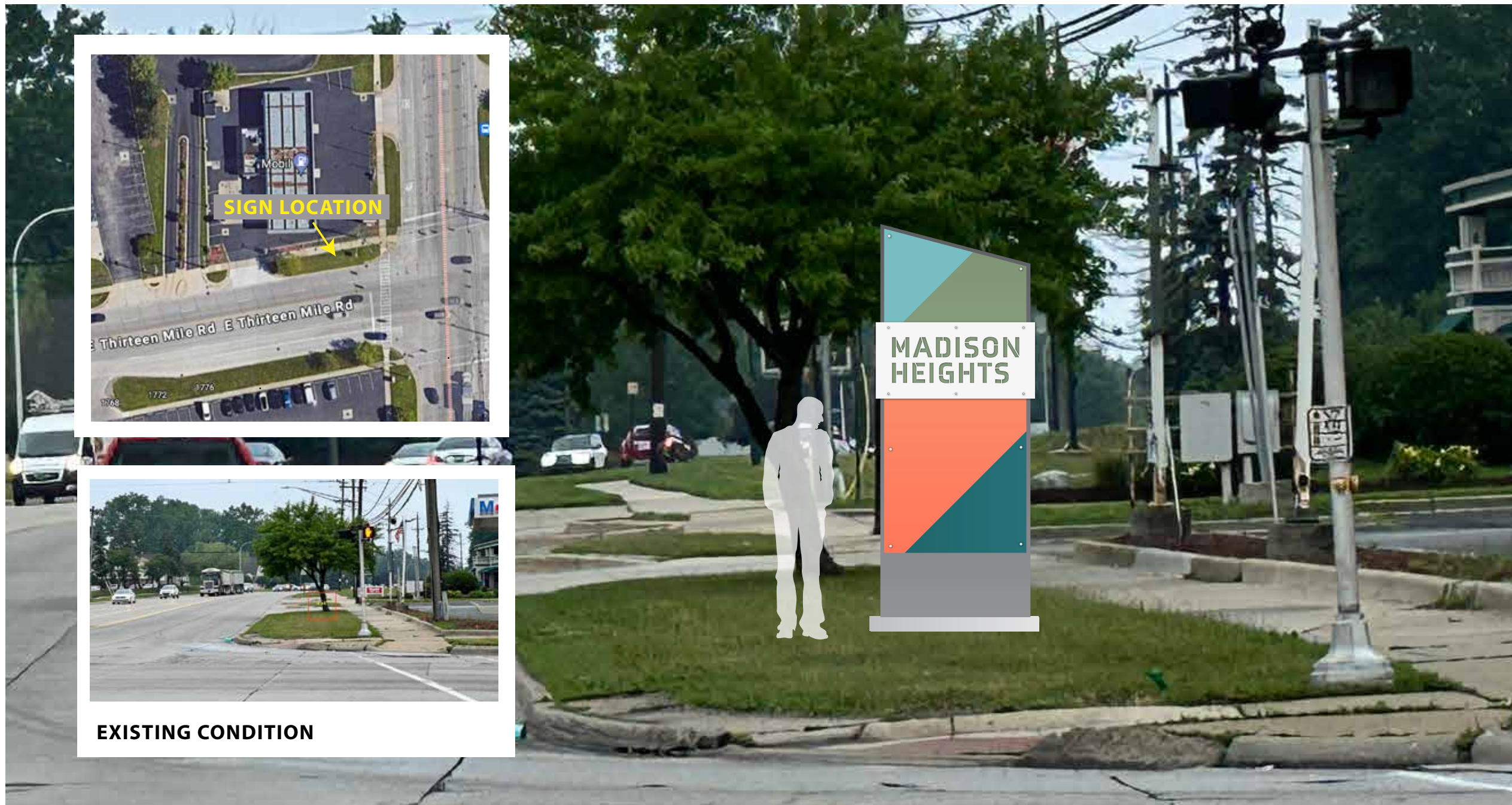
Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign.
City to install new ground lighting for illumination as shown.



Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign.
City to install new ground lighting for illumination as shown.



Sign to be installed in approximate location shown. Area to be surveyed and staked by fabricator and approved by city prior to installation.

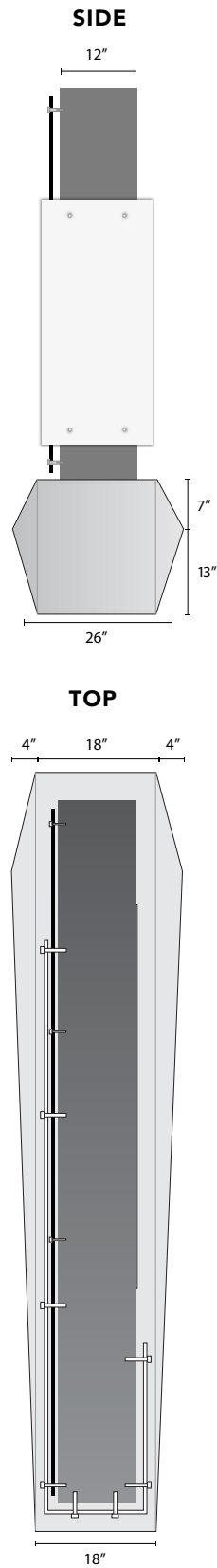
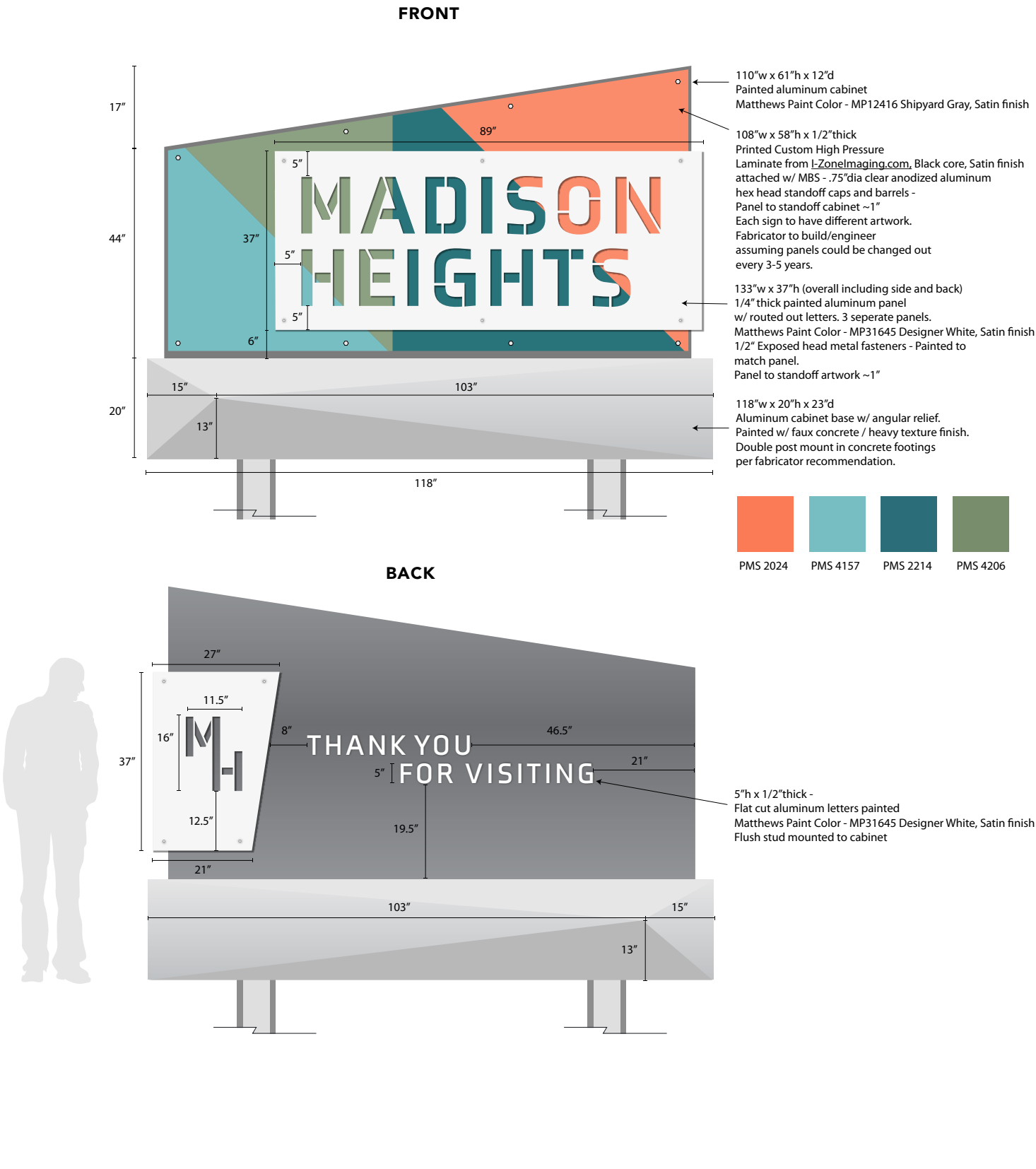


Sign to be installed in approximate location shown. Area to be surveyed and staked by fabricator and approved by city prior to installation.

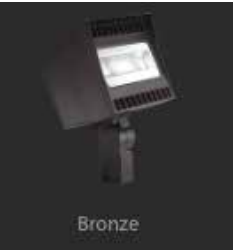
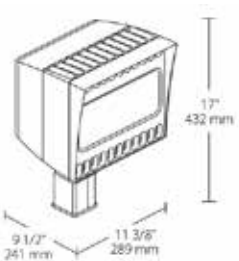


Sign to be installed at same location as existing gateway sign. Include demo and removal of existing sign. City to install new ground lighting for illumination, repair and paint wood trim and add plantings.

MONUMENT SIGNS



Desired lighting effect

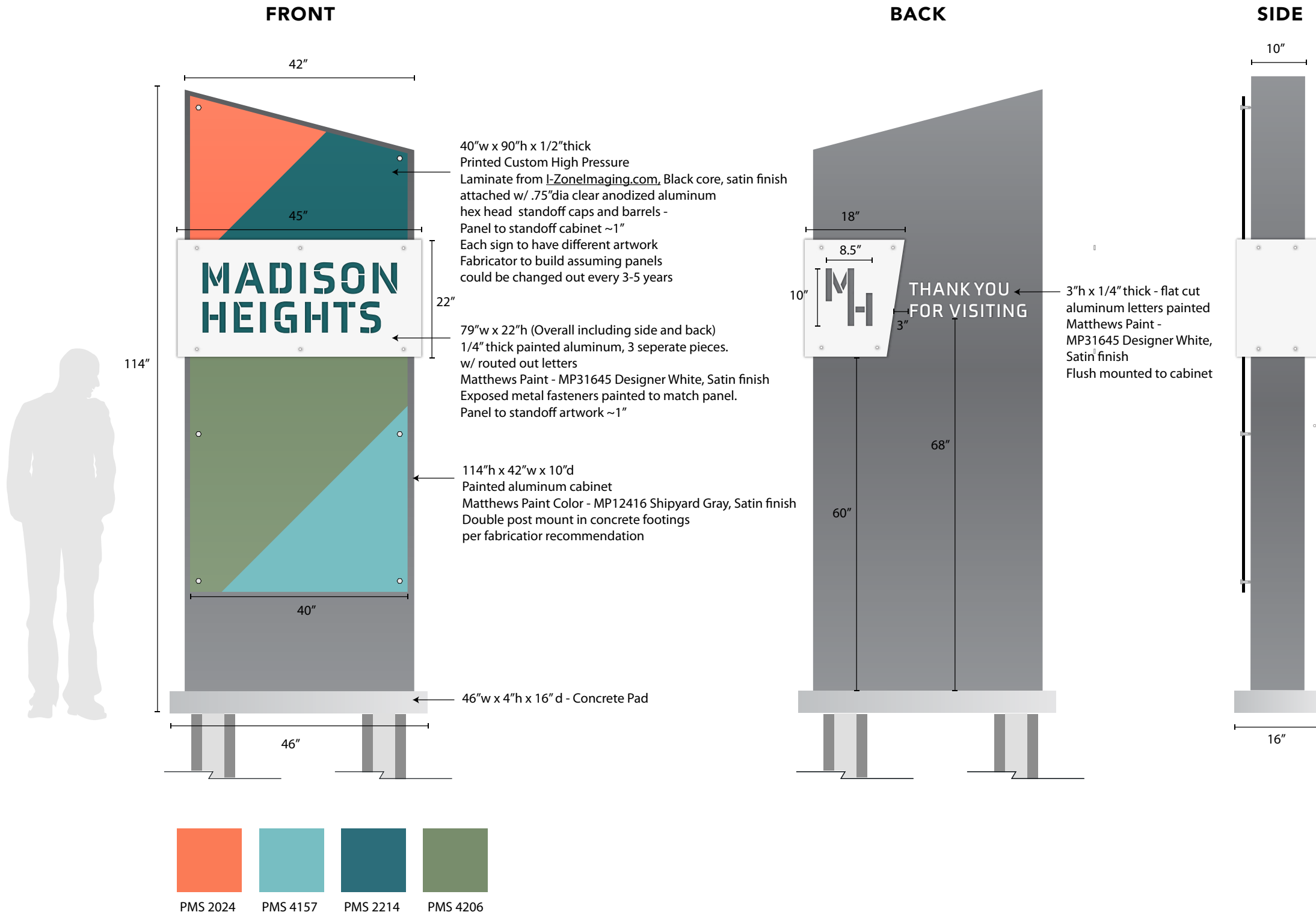


www.rablighting.com/feature/led-sign-billboard-light
Electrical and lghting installed by client

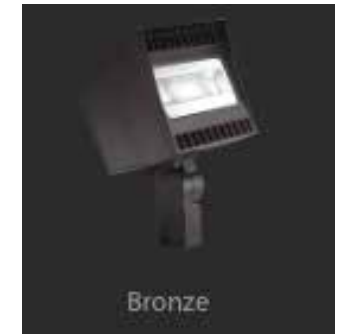
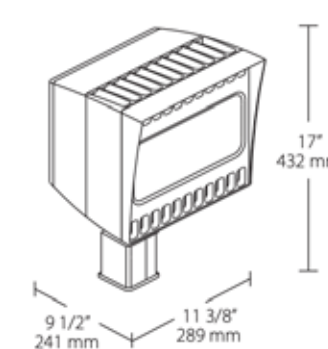
Base angle and paint finish example



VERTICAL SIGNS



Desired lighting effect



www.rablighting.com/feature/led-sign-billboard-light
Electrical and lghting installed by client



146" w x 15" h
 1/4" thick painted aluminum
 w/ routed out letters
 Matthews Paint - MP31645 Designer White, Satin finish
 Exposed metal fasteners, painted to match panel.
 Panel to standoff background by ~1"

133" w x 31" h x 1/2" thick
 Printed Custom High Pressure
 Laminate from I-ZoneImaging.com, Black core, Satin finish
 Attached to existing structure. w/ .75" dia clear
 anodized aluminum hex head standoff caps and barrels -
 Fabricator to build assuming panels
 could be changed out every 3-5 years



Fabricator to survey condition to determine final sizing and mounting approach.
 Client to paint structure and landscape.



Existing Condition

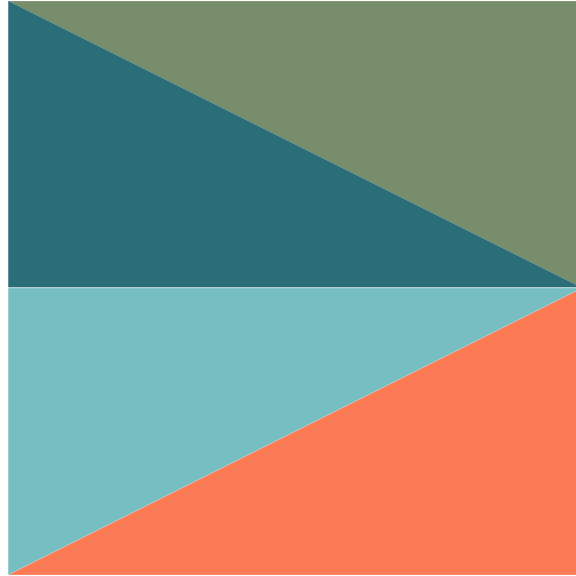
SIGN FAMILY OVERVIEW

Print ready background artwork to be provided by ideation orange.



PROTOTYPE REQUESTS

Production artwork to be provided by ideation orange.



14"w x 14"h x 1/2"thick
Printed Custom High Pressure
Laminate from [l-zonelighting.com](https://www.lzonelighting.com), Black core, Satin finish



14"w x 14"h
1/4" thick painted aluminum panel
w/ routed out letters.
Matthews Paint Color - MP31645 Designer White, Satin finish



28"w x 21"h x 4"d
Aluminum cabinet base sample w/ angular relief.
Painted w/ faux concrete / heavy texture finish.