



**CITY OF MADISON HEIGHTS**

**LIBRARY - FLEX SPACE, 240 W. 13 MILE RD.**

**DOWNTOWN DEVELOPMENT AUTHORITY & BROWNFIELD  
REDEVELOPMENT AUTHORITY JOINT MEETING AGENDA**

**JUNE 19, 2025 AT 8:00 AM**

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**CALL TO ORDER**

**ROLL CALL**

**ADDITIONS/DELETIONS**

**APPROVAL OF MINUTES**

- [1.](#) MHDDA 4-17-25

**MEETING OPEN TO THE PUBLIC**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- [2.](#) 29448 John R Rd Brownfield Reimbursement Request #1
- [3.](#) 515 E. 11 Mile Delton Approach Agreement
- [4.](#) New DDA Board Membership Discussion
- [5.](#) 11 Mile Streetscape Block Party Event Budget

**REPORTS**

- [6.](#) 11 Mile Streetscape Project Update
- [7.](#) 11 Mile Streetscape Construction Update

**COMMITTEE REPORTS**

**TRAINING & EVENT OPPORTUNITIES**

8. The Main Event 2025

**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](mailto:clerks@madison-heights.org) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Brownfield Redevelopment Authority & Downtown Development Authority Joint Meeting  
Madison Heights, Michigan  
April 17, 2025

A Brownfield Redevelopment Authority & Downtown Development Authority Joint Meeting was held on Thursday, April 17, 2025 at 8:00 AM at Library - Flex Space, 240 W. 13 Mile Rd.

**PRESENT**

Gordon Davignon  
Yousif Jarbo  
Joseph Keys  
Anthony Mancini  
Joe Marando  
Michael Sheppard  
Marija Ujkic  
Michael Van Buren

**ABSENT**

Rickey Busler  
Roslyn Grafstein  
Gerry Hambright  
Melissa Marsh  
Lenea Renshaw

**OTHERS PRESENT**

Community and Economic Development Director Giles Tucker  
Deputy City Manager/City Clerk Cheryl Rottmann

**BRA/DDA-25-1. Excuse Members.**

Motion to excuse members Busler, Grafstein, Hambright, Marsh and Renshaw from today's meeting.

Motion made by Keys, Seconded by Sheppard.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA-25-2. DDA Minutes of February 20, 2025.**

Motion to approve the DDA meeting minutes of February 20, 2025, as printed.

Motion made by Van Buren, Seconded by Keys.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**MEETING OPEN TO THE PUBLIC:**

There were no members of the public wishing to speak.

**BRA/DDA 25-3. DDA Holiday Banners.**

It was the consensus to have the Design Committee make the final decision on which holiday banners are purchased.

Motion to authorize staff to purchase holiday pole banners for the DDA in the amount of \$3,500.

Motion made by Van Buren, Seconded by Keys.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA 25-4. DDA Holiday Decorations.**

Motion to authorize staff to purchase holiday snowflake pole decorations in an amount not to exceed \$15,000.

Motion made by Keys, Seconded by Sheppard.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA 25-5. Streetscape Site Furnishings - Bike Racks.**

Motion to purchase twelve (12) custom logo cut panel bicycle racks from ThePark for \$4,2269.97 in four different colors.

Motion made by Keys, Seconded by Van Buren.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA 25-6. Streetscape Site Furnishings – Benches.**

Motion to approve the purchase of Curved Back Black Powder Coated park benches from ThePark in an amount not to exceed \$8,000.

Motion made by Marando, Seconded by Sheppard.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA 25-7. Streetscape Site Furnishings- Trash Bins.**

Motion to approve the purchase of four (4) Executive Trash bins with doors from ThePark for \$3,791.78.

Motion made by Keys, Seconded by Sheppard.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**BRA/DDA 25-8. Sign Grant Application - Beauty Room 11.**

Motion to approve the sign grant application from Beauty Room 11 for up to 50% of the total project cost or \$2,000, whichever is less with the following conditions:

1. Provide a revised quote and sign plan including dimensions and material that meets all requirements of local sign ordinances.
2. Complete business parking space striping and obtain a certificate of occupancy.
3. The project is to be reimbursed once the applicant has reached one continuous year at this location (February 4, 2026).

Motion made by Van Buren, Seconded by Davignon.

Voting Yea: Davignon, Jarbo, Keys, Mancini, Marando, Sheppard, Ujkic, Van Buren

Motion carried.

**Finance Report**

Director Tucker advised that the bid preparation and engineering costs for the 11 Mile Streetscape project and the 2<sup>nd</sup> Quarter payment to the Chamber of Commerce were paid.

**11 Mile Streetscape Update**

Director Tucker provided the following updates on the 11 Mile Streetscape project:

**Bid Award**

The lowest responsible bidder, DiLisio Contracting, was awarded the contract for the Streetscape project at the March 24, 2025 City Council meeting with a construction cost of \$888,953.00. A pre-construction meeting is anticipated to take place mid to late April. At this meeting the details of the project, including its timeline, any lane closures or other phases will be finalized, allowing us to in turn communicate these details to all affected businesses and property owners.

### United Methodist Church Sign & ROW Purchase Agreement

A draft property transfer agreement and Quit Claim Deed have been sent over to the church for review. Once approved, we will enter into an agreement with Signarama Clinton Township for the demo and replacement of the church sign. The foundation of the old sign will be left in place and DiLisio Contracting will either ensure that it is not a tripping hazard or remove the foundation from the ROW for an additional cost. A cost estimate for the removal of the foundation will be developed as we are closer to our preconstruction meeting.

### 515 E. 11 Mile Rd

A draft easement agreement document has been sent to the owner of 515 E 11 Mile Rd for review. The owner of 515 E 11 Mile said that he would prefer that the 11 Mile Streetscape not construct an approach on Delton into his parking lot, as it would reduce his parking space by 2 spaces. Instead, it has been agreed that we would record an access easement to the property owner on the portion of the alleyway going into the site with the conditions that the property owner maintains this portion of the alleyway including the approach and that in the event this arrangement doesn't work the City provides an approach on Delton.

### 241 E 11 Mile R Rd

On April 8<sup>th</sup> I met on site with the property owners to discuss traffic circulation, striping and a potential Sign Grant application.

### 11 Mile Streetscape Project Celebration

Director Tucker stated that once we are aware of the constructions schedule, staff will schedule an 11 Mile Street Streetscape groundbreaking celebration. In addition, the Promotions Committee will meet to discuss and plan a downtown event for the grand opening of the project.

### **Brownfield Projects Update**

Director Tucker provided the following Brownfield Project updates:

#### Madison Center Owner

29411 John R Rd: A temporary certificate of occupancy was issued on March 17, 2025 to Kim Nhung Superfood Inc., a grand opening ceremony is scheduled for Saturday April 19th at 10am.

29345 John R Rd (Outlot): The outlot space has been sold to PMF JOHN R LLC for the development of Popeyes. Engineering was submitted and tentatively approved but their fees remain unpaid. Speaking with their engineer Popeyes is contemplating a new design and this has delayed development. Because of this delay, the project will be subject to our new zoning ordinance.

#### Hudson-Madison LLC

Project complete. No new developments

#### Woodward Holdings LLC

This is the site of the former Active Adult Center. Phase I & Phase II environmental, demolition, fencing and underground utility work has been conducted on site for Car Wash Development.

Tommy's has since backed out of the project, but another car wash developer is anticipated to take its place using the sign configuration and building envelope.

Brownfield TIF Application & Guidelines Update

New inquiries on our brownfield TIF application have prompted me to consider revising our application, eligibility requirements and guidelines. I anticipate presenting a new application and guidelines for consideration at our August 21st joint meeting.

**ADJOURNMENT:**

Having no further business, Chair Jarbo adjourned the meeting at 9:59 a.m.

**Brownfield Redevelopment Authority of City of Madison Heights****Memorandum**

**Date:** June 13, 2025

**To:** Brownfield Redevelopment Authority Board Members

**From:** Giles Tucker, Community & Economic Development Director

**Subject:** Brownfield Reimbursement Request #1 Madison Center Owner LLC 29101-29501 John R

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**Background**

The approved Brownfield Plan for the redevelopment located at the facility located at 29448 John R Rd was recommended for approval by the Brownfield Redevelopment Authority on January 16, 2024, approved by City Council on and executed by the City and Owner on April 12<sup>th</sup>, 2024. The approved Brownfield Plan included a total reimbursement “not-to-exceed” \$2,041,686 for eligible activities. This total includes \$1,785,905 in estimated eligible activities and a 15% contingency of \$255,781.

A Reimbursement Request was submitted by Pinchin LLC on behalf of 28202 Woodward Holding LLC (Owner) to the city on May 30, 2025. The request included a summary and supplemental documentation substantiating \$170,815.53 of eligible activities. Their request includes signed and notarized Applications for Payment, Statements from 28202 Woodward Holding LLC contractors and signed Full & Partial Conditional Waivers. If accepted, 28202 Woodward Holding LLC will have a total of \$170,815.53 approved for reimbursement, leaving a total up to \$1,870,870.47 available for reimbursement for this project, provided that future reimbursement requests are reviewed and approved by the Madison Heights Brownfield Redevelopment Authority.

**Staff Findings**

Staff reviewed the descriptions of all activities they are seeking reimbursement for, their associated costs and verified that the proof of payment documentation they provided demonstrates that the developer has paid all contractors and their subcontractors who completed these activities. All the activities requested for reimbursement were found to be eligible activities under Act 381. However, there were three activities that were requested for reimbursement that were not specifically itemized within the approved Brownfield Plan.

1. Due Care Planning \$5,000: Property owners are required to take measures to prevent exacerbating existing contamination and to prevent human exposure and mitigate hazards to protect human health and safety, this known as “exercising due care”. Due Care Planning identifies and helps prepare the project to do so.

2. Staking \$1,495: Staking is marking the ground with stakes to denote the location and elevation of construction features. We have reimbursed this activity in other projects, because they were in the approved brownfield plans
3. Clearing & Grubbing (Tree Removal Services) \$10,000: The removal of vegetative cover, including tree removal.

The BRA has some discretion whether to included these costs in the reimbursment request. It is the view of staff that all of these activities are normal and reasonable activities necessary to prepare for the development of the site. For that reason, staff would prefer to include all the activties in the reimbursment.

**Staff Recommendation:**

Staff has reviewed this request and recommends 28202 Woodward Holding LLC be approved for a total reimbursement of \$170,815.53.



| ENVIRONMENTAL ELIGIBLE ACTIVITIES                                    |  | Costs Approved in Brownfield Plan | Total Requested for Reimbursement | Amount Spent to Date | Total Recommended for Reimbursement | Work Plan Approved Amount Remaining With Recommended Approvals |
|--|--|-----------------------------------|-----------------------------------|----------------------|-------------------------------------|--|
| <b>Task #1 Work Plan Exempt Activities</b>                           |  |                                   |                                   |                      |                                     |  |
| Phase I ESA  |  | \$ 3,000.00                       | \$ -                              | \$ -                 |                                     | \$ 3,000.00  |
| Phase II ESA and BEA   |  | \$ 37,700.00                      | \$ 22,700.00                      | \$ 22,700.00         |                                     | \$ 15,000.00   |
| Hazardous Material Survey  |  | \$ 10,000.00                      | \$ -                              | \$ -                 |                                     | \$ 10,000.00   |
| Due Care Planning  |  | \$ -                              | \$ 5,000.00                       | \$ 5,000.00          |                                     | \$ (5,000.00)  |
| <b>Work Plan Exempt Activities Sub-total</b>                         |  | <b>\$ 50,700.00</b>               | <b>\$ 27,700.00</b>               | <b>\$ 27,700.00</b>  |                                     | <b>\$ 23,000.00</b>  |
| <b>Task #2 Department Specific Activities</b>                        |  |                                   |                                   |                      |                                     |  |
| <b>Department Specific Activities Sub-total</b>                      |  | <b>\$ 810,230.00</b>              | <b>\$ -</b>                       | <b>\$ -</b>          | <b>\$ -</b>                         | <b>\$ 810,230.00</b>   |
| <b>Task #3 Demolition</b>  |  |                                   |                                   |                      |                                     |  |
| Building Demolition Activities                                       |  | \$ 75,000.00                      | \$ 115,600.00                     | \$ 115,600.00        |                                     | \$ (40,600.00)   |
| Site Demolition Activities   |  | \$ 36,750.00                      | \$ 2,867.62                       | \$ 2,867.62          |                                     | \$ 33,882.38   |
| Fill/Compaction/Rough Grading to balance site where bldg was located |  | \$ 5,750.00                       | \$ -                              | \$ -                 |                                     | \$ 5,750.00  |
| <b>Demolition Activities Sub-total</b>                               |  | <b>\$ 117,500.00</b>              | <b>\$ 118,467.62</b>              | <b>\$ 118,467.62</b> |                                     | <b>\$ (967.62)</b>   |
| <b>Task #4 Asbestos Activities</b>                                   |  |                                   |                                   |                      |                                     |  |
| Asbestos Abatement, Oversight, Air Monitoring and Reporting          |  | \$ 10,000.00                      | <b>Included in Demo Costs</b>     |                      |                                     | \$ 10,000.00   |
| Asbestos Abatement   |  | \$ 20,000.00                      |                                   |                      |                                     | \$ 20,000.00   |
| <b>Asbestos Activities Sub-total</b>                                 |  | <b>\$ 30,000.00</b>               |                                   |                      |                                     | <b>\$ 30,000.00</b>  |
| <b>Task #5 Infrastructure Improvements</b>                           |  |                                   |                                   |                      |                                     |  |
| Urban Storm Water Management Systems                                 |  | \$ 500,000.00                     | \$ -                              | \$ -                 |                                     | \$ 500,000.00  |
| <b>Infrastructure Improvements Sub-total</b>                         |  | <b>\$ 500,000.00</b>              | <b>\$ -</b>                       | <b>\$ -</b>          |                                     | <b>\$ 500,000.00</b>   |
| <b>Task #6 Site Preparation</b>                                      |  |                                   |                                   |                      |                                     |  |
| Temporary Erosion Control  |  | \$ 2,925.00                       |                                   |                      |                                     | \$ 2,925.00  |
| Temporary Site Control (fencing, gates, signage, and/or lighting)    |  | \$ 4,550.00                       |                                   |                      |                                     | \$ 4,550.00  |
| Grading (including reasonable mass grading of entire project site)   |  | \$ 40,000.00                      |                                   |                      |                                     | \$ 40,000.00   |
| Staking  |  | \$ -                              | \$ 1,495.00                       | \$ 1,495.00          |                                     | \$ (1,495.00)  |
| Clearing & Grubbing and Related Disposal                             |  | \$ -                              | \$ 10,000.00                      | \$ 10,000.00         |                                     | \$ (10,000.00)   |
| Fill Relating to Other Eligible Activities                           |  | \$ 200,000.00                     | \$ -                              | \$ -                 |                                     | \$ 200,000.00  |
| <b>Site Preparation Sub-total</b>                                    |  | <b>\$ 247,475.00</b>              | <b>\$ 11,495.00</b>               | <b>\$ 11,495.00</b>  |                                     | <b>\$ 235,980.00</b>   |
| <b>Task #7 Brownfield Plan Preparation and Implementation</b>        |  |                                   |                                   |                      |                                     |  |
| Brownfield Plan Preparation  |  | \$ 20,000.00                      | \$ 13,152.91                      | \$ 13,152.91         |                                     | \$ 6,847.09  |
| Brownfield Plan Implementation                                       |  | \$ 10,000.00                      | 0                                 | 0                    |                                     | \$ 10,000.00   |
| <b>Brownfield Plan Preparation and Implementation Sub-total</b>      |  | <b>\$ 30,000.00</b>               | <b>\$ 13,152.91</b>               | <b>\$ 13,152.91</b>  |                                     | <b>\$ 16,847.09</b>  |
| <b>Eligible Activities Sub-Total</b>                                 |  | <b>\$ 1,785,905.00</b>            |                                   |                      |                                     |  |
| Contingency (15%)  |  | \$ 255,781.00                     |                                   |                      |                                     |  |
| <b>Total Brownfield TIF</b>  |  | <b>\$ 2,041,686.00</b>            | <b>\$ 170,815.53</b>              | <b>\$ 170,815.53</b> |                                     | <b>\$ 1,870,870.47</b>   |

**Detail of Eligible Activities Approved for Reimbursement  
29101-29501 John R Road - Madison Center, Madison Heights**

*Item 2.*

| CODE L                                      | # | CATEGORY                                       | ELIGIBLE ACTIVITY    | CONTRACTOR        | ACTIVITY DESCRIPTION                              | INVOICE NUMBER OR PAY APPLICATION | DATE OF INVOICE | PROOF OF PAYMENT DOCUMENTATION | COST                 | Amount Recommended for Approval by City Staff | Staff Notes  |
|---|---|--|----------------------|-------------------|---|-----------------------------------|-----------------|--------------------------------|----------------------|---|--|
| A   | 2 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Delineation Services                              | 105597                            | 11/21/2023      | Check # 2537, 118              | \$19,100.00          | \$19,100.00                                   | Delineation Services are a part of Phase II activities. They include the process of assessing clean up options and their associated costs. Delineation activities are the mapping the characteristics and extent of contaminations on a site to facilitate clean-up. Delineation is basically the process of better understanding where, how severe and what is the most cost effective way to remediate contamination . <b>381 Work Plan Guidance Pg.20</b> |
| A   | 2 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Delineation Activities and BEA Report Preparation | 105935                            | 1/4/2024        | Check # 115                    | \$3,600.00           | \$3,600.00                                    |  |
| A   | 4 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Due Care and Construction Management Plan         | 10687                             | 4/9/2024        | Check # 133                    | \$2,500.00           | \$2,500.00                                    | Due Care and Construction Management Plan are considered exempt activities and described in the <b>381 Work Plan Guidance on page 21</b> . This activity was not itemized in the Brownfield Plan. <b>It is ultimately up to the BRA whether to include these costs for reimbursement.</b>  |
| A   | 4 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Due Care and Construction Management Plan         | 106940                            | 5/23/2024       | Check # 135                    | \$2,500.00           | \$2,500.00                                    |  |
| <b>Work Plan Exempt Subtotal</b>            |   |  |                      |                   |   |                                   |                 |                                | <b>\$27,700.00</b>   | <b>\$27,700.00</b>                            |  |
| C   | 1 | Demolition Activities                          | Building Demolition  | Blue Star         | Demo & Asbestos Removal                           | Pay App 1                         | 6/28/2024       | Full Unconditional Waiver      | \$54,000.00          | \$54,000.00                                   | Blue Star Demolition performed Demolition and asbestos removal services for the project. For this reason these costs were combined. Staff requested additional information to substantiate how much of the \$115,600 in costs from Blue Star were for Asbestos abatement. An costs estimate showing \$30,085 in abatement was provided by the env. oncsultant. <b>381 Work Plan Guidance Pg.26</b>   |
| C   | 1 | Demolition Activities                          | Building Demolition  | Blue Star         | Demo & Asbestos Removal                           | Pay App 2                         | 7/26/2024       | Full Unconditional Waiver      | \$61,600.00          | \$61,600.00                                   |  |
| C   | 2 | Demolition Activities                          | Site Demolition      | Blue Star         | Remove Light Poles                                | Change Order 1                    | 8/23/2024       | Full Unconditional Waiver      | Included in Pay App2 |   | Removing Light poles was a \$1,100 change order.This is included in Pay App 2. This costs is contained within total paid to Demoliton/Asbestos removal subcontractor Blue Star. <b>381 Work Plan Guidance Pg.27</b>  |
| C   | 2 | Demolition Activities                          | Site Demolition      | DTE               | DTE Transformer Removal                           | DTE Contract                      | 1/1/2024        | Check # 114                    | \$2,867.62           | \$2,867.62                                    |  |
| <b>Demolition and Asbestos Subtotal</b>     |   |  |                      |                   |   |                                   |                 |                                | <b>\$118,467.62</b>  | <b>\$118,467.62</b>                           | The total combined cost for demo and asbestos abatement in the Brownfield Plan is \$147,500. Total cost of \$118,467.62 is less than what was expected in the Brownfield Plan.   |
| F   | 9 | Site Prep                                      | Site Preparation     | Kem-Tec           | Staking   | Pay App 3                         | 8/23/2024       | Full Unconditional Waiver      | \$1,495.00           | \$1,495.00                                    | . While this activity was not itemized within the Brownfield Plan,Staking in preparation of site work is an eligible activity of Site Preparation according to <b>381 Work Plan Guidance Pg.27</b> . <b>This activity was not itemized in the Brownfield Plan. In past project we have reimbursed staking if it was included in the adopted plan. It is ultimately up to the BRA whether to include these costs for reimbursement.</b>                       |
| C   | 2 | Clearing & Grubbing                            | Site Preparation     | Halo Tree Service | Tree Removal                                      | Pay App 1                         | 6/28/2024       | Full Unconditional Waiver      | \$9,000.00           | \$9,000.00                                    | Clearing & Grubbing is an eligible activity for QLGUs only. This costs were orginally catagories as Site Demolition costs, but tree removal is considered Clearing & Grubbing. <b>381 Work Plan Guidance Pg.31</b> . <b>This activity was not itemized in the Brownfield Plan It is ultimately up to the BRA whether to include these costs for reimbursement.</b>   |
| C   | 2 | Clearing & Grubbing                            | Site Preparation     | Halo Tree Service | Tree Removal                                      | Pay App 3                         | 7/26/2024       | Full Unconditional Waiver      | \$1,000.00           | \$1,000.00                                    |  |
| <b>Site Preparation Subtotal</b>            |   |  |                      |                   |   |                                   |                 |                                | <b>\$11,495.00</b>   | <b>\$11,495.00</b>                            |  |
| G   | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 12/22/2185                        | 6/29/2023       | Check # 2473                   | \$3,081.25           | \$3,081.25                                    | 381 Work Plan Guidance Pg.41. All of these fees are specifically for Brownfield Plan Preparation, not Implementation. These fees cannot exceed \$30,000. Implementation costs cannot exceed \$50,000. These are important considerations for future reimbursement requests.  |
| G   | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 105619                            | 11/21/2023      | Check # 2473                   | \$3,133.75           | \$3,133.75                                    |  |
| G   | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 105820                            | 12/19/2023      | Check # 2473 & 110             | \$2,648.75           | \$2,648.75                                    |  |
| G   | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 106727                            | 4/12/2024       | Check #140                     | \$4,289.16           | \$4,289.16                                    |  |
| <b>Brownfield Plan Preparation Subtotal</b> |   |  |                      |                   |   |                                   |                 |                                | <b>\$13,152.91</b>   | <b>\$13,152.91</b>                            |  |
|   |   |  |                      |                   |   |                                   |                 |                                | <b>\$170,815.53</b>  | <b>\$170,815.53</b>                           | <b>\$154,320.53</b>  |



May 29, 2025

Giles Tucker  
City of Madison Heights  
300 West Thirteen Mile Road  
Madison Heights, MI 48071

**RE: Tax Increment Financing Reimbursement Request**  
**Located at 29448 John R Road, Madison Heights, Michigan;**  
Pinchin Project: R252.00629.001

Mr. Tucker,

Enclosed is Tax Increment Financing (TIF) Reimbursement Request #1 (Request #1) for the facility located at 29448 John R. Road, Madison Heights, Michigan 48071, parcel number 44-25-12-304-010.

Request #1 is submitted on behalf of 28202 Woodward Holding, LLC (Owner). The terms for reimbursement of eligible brownfield costs were set forth in the Brownfield Reimbursement Agreement executed by the City of Madison Heights' Brownfield Redevelopment Authority (MHBRA) and the Owner on April 12, 2024.

Enclosed is a description of the approved Eligible Activities, the associated costs of each activity, and documentation of the costs incurred including proof of payment.

To the extent that this submission is approved, the City of Madison Heights shall cause Developer to be paid the amounts approved with local tax increment revenue as determined eligible under the Brownfield Plan and Reimbursement Agreement.

The total not-to-exceed cost for Eligible Activities approved in the Brownfield Plan is \$2,041,686. Request #1 as detailed within this submission, totals **\$170,815.53**. The table provided in Appendix II summarizes the costs incurred to date by eligible activity. The table provided in Appendix III details the expenses incurred with the corresponding invoice or pay applications completed by that contractor and proof of payment.

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

Sincerely,

**Pinchin, LLC**

Prepared by: Sara Jo Shipley  
Project Manager – *Brownfield & Economic Incentives*  
248.414.1859  
sarajo.shipley@pinchin.com

Encl:

Appendix I: Description of Eligible Activities Conducted  
Appendix II: Approved and Incurred Brownfield Plan Expenses Table  
Appendix III: Documentation of Eligible Costs and Proof of Payment



I certify that the information submitted on and with this Request for Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the Madison Heights City Council

|            |                                 |
|------------|---------------------------------|
| Developer: |                                 |
| Signature: | Erin Bourdic                    |
| Date:      | 5/30/2025                       |
| Title:     | Property Manager/Authorized Rep |
| Address:   | 876 Horace Brown Drive          |
|            | Madison Heights MI 48071        |

**APPENDIX I**  
**Description of Eligible Activities Conducted**

## Completed Eligible Activities Summary

The Eligible Activities (as defined by Section 2 of Public Act 381, as amended) that were completed as permitted under the Brownfield Redevelopment Financing Act are further described below:

### Work Plan Approval Exempt Activities

Work Plan Approval Exempt Activities approved under the Brownfield Plan included 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. In addition, a Due Care and Construction Management Plan was completed.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$50,700 for activities related to Work Plan Exempt activities. The current request totals \$27,700.00 in reimbursement for these activities. Costs are tabulated within Appendix II, and the associated invoices and proof of payment are provided in Appendix III.

### Demolition and Asbestos Activities

Demolition Activities approved under the Brownfield Plan included building and site demolition, fill/compaction/rough grading to balance site where building was located, and removal of parking lots.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$117,500 for Demolition activities.

Asbestos Activities approved under the Brownfield Plan included the abatement of asbestos containing materials within the existing buildings, and abatement monitoring, oversight, air monitoring and reporting by an environmental professional

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$30,000 for Asbestos activities.

The current request totals \$129,962.625 in reimbursement for both Demolition and Asbestos activities. Costs are tabulated within Appendix II, and the associated pay apps and proof of payment are provided in Appendix III.

### Site Preparation Activities:

Site Preparation Activities approved under the Brownfield Plan included temporary erosion control, temporary site control (fencing, gates, signage, and/or lighting), grading, and fill relating to other eligible activities.

These activities are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$247,475 for Site Preparation activities. The current request totals \$1,495 in reimbursement for these activities. Costs are tabulated within Appendix II, and the associated pay apps and proof of payment are provided in Appendix III.

### Brownfield Plan Preparation and Implementation:

Brownfield Plan Preparation and Implementation Activities were approved within the Brownfield Plan and are eligible as defined by Act 381, as amended. The Brownfield Plan approved cost of \$30,000 for these activities. The current request totals \$13,152.91 in reimbursement for these activities. Costs are tabulated within Appendix II, and the associated invoices and proof of payment are provided in Appendix III.

**APPENDIX II**

**Approved and Incurred Brownfield Plan Expenses Table**

| Eligible Activities   | Brownfield Plan Approved Costs | Code Letter | Code Num. | Request #1            | Amount Spent to Date | Work Plan Approved Amount Remaining |
|---|--------------------------------|-------------|-----------|-----------------------|----------------------|-------------------------------------|
| <b>Brownfield TIF</b>   |                                |             |           |                       |                      |                                     |
| <b>Task # 1 Work Plan Exempt Activities</b>                           |                                |             |           |                       |                      |                                     |
| Phase I ESA   | \$ 3,000.00                    | A           | 1         | \$ -                  | \$ -                 | \$ 3,000.00                         |
| Phase II ESA and Baseline Environmental Assessment                    | \$ 37,700.00                   | A           | 2         | \$ 22,700.00          | \$ 22,700.00         | \$ 15,000.00                        |
| Hazardous Materials Survey  | \$ 10,000.00                   | A           | 3         | \$ -                  |                      |                                     |
| Due Care Planning   |                                | A           | 4         | \$ 5,000.00           | \$ 5,000.00          | \$ (5,000.00)                       |
| <b>Work Plan Exempt Activities Task Sub-Total</b>                     | <b>\$ 50,700.00</b>            |             |           | <b>\$ 27,700.00</b>   | <b>\$ 22,700.00</b>  | <b>\$ 28,000.00</b>                 |
| <b>Task # 2 Department Specific Activities</b>                        |                                |             |           |                       |                      |                                     |
| <b>Department Specific Activities Task Sub-Total</b>                  | <b>\$ 810,230.00</b>           |             |           | <b>\$ -</b>           | <b>\$ -</b>          | <b>\$ 810,230.00</b>                |
| <b>Task # 3 Demolition</b>  |                                |             |           |                       |                      |                                     |
| Building Demolition Activities  | \$ 75,000.00                   | C           | 1         | \$ 115,600.00         | \$ 115,600.00        | \$ (40,600.00)                      |
| Site Demolition Activities  | \$ 36,750.00                   | C           | 2         | \$ 12,867.62          | \$ 12,867.62         | \$ 23,882.38                        |
| Fill/Compaction/Rough Grading to Balance Site where Bldg. was Located | \$ 5,750.00                    | C           | 8         | \$ -                  | \$ -                 | \$ 5,750.00                         |
| <b>Demolition Activities Task Sub-Total</b>                           | <b>\$ 117,500.00</b>           |             |           | <b>\$ 128,467.62</b>  | <b>\$ 128,467.62</b> | <b>\$ (10,967.62)</b>               |
| <b>Task # 4 Asbestos Activities</b>                                   |                                |             |           |                       |                      |                                     |
| Asbestos Abatement, Oversight, Air Monitoring and Reporting           | \$ 10,000.00                   | D           | 1         | Included in Demo Cost |                      | \$ 10,000.00                        |
| Asbestos Abatement  | \$ 20,000.00                   | D           | 2         |                       |                      | \$ 20,000.00                        |
| <b>Asbestos Activities Task Sub-Total</b>                             | <b>\$ 30,000.00</b>            |             |           | <b>\$ -</b>           | <b>\$ -</b>          |                                     |
| <b>Task # 5 Infrastructure Improvements</b>                           |                                |             |           |                       |                      |                                     |
| Urban Storm Water Management Systems                                  | \$ 500,000.00                  | E           | 1         | \$ -                  | \$ -                 | \$ 500,000.00                       |
| <b>Infrastructure Improvements Task Sub-Total</b>                     | <b>\$ 500,000.00</b>           |             |           | <b>\$ -</b>           | <b>\$ -</b>          | <b>\$ 500,000.00</b>                |
| <b>Task # 6 Site Preparation</b>                                      |                                |             |           |                       |                      |                                     |
| Temporary Erosion Control   | \$ 2,925.00                    | F           | 3         | \$ -                  | \$ -                 | \$ 2,925.00                         |
| Temporary Site Control (fencing, gates, signage and/or lighting)      | \$ 4,550.00                    | F           | 4         | \$ -                  | \$ -                 | \$ 4,550.00                         |
| Grading (including reasonable mass grading of entire project site)    | \$ 40,000.00                   | F           | 7         | \$ -                  | \$ -                 | \$ 40,000.00                        |
| Staking   | \$ -                           | F           | 9         | \$ 1,495.00           | \$ 1,495.00          | \$ (1,495.00)                       |
| Fill Relating to Other Eligible Activities                            | \$ 200,000.00                  | F           | 14        | \$ -                  | \$ -                 | \$ 200,000.00                       |
| <b>Site Preparation Task Sub-Total</b>                                | <b>\$ 247,475.00</b>           |             |           | <b>\$ 1,495.00</b>    | <b>\$ 1,495.00</b>   | <b>\$ 245,980.00</b>                |
| <b>Task # 7 Brownfield Plan Preparation and Implementation</b>        |                                |             |           |                       |                      |                                     |
| Brownfield Plan Preparation   | \$ 20,000.00                   | G           | 1         | \$ 13,152.91          | \$ 13,152.91         | \$ 6,847.09                         |
| Brownfield Plan Implementation  | \$ 10,000.00                   | G           | 2         | \$ -                  | \$ -                 | \$ 10,000.00                        |
| <b>Brownfield Plan Preparation and Implementation Task Sub-Total</b>  | <b>\$ 30,000.00</b>            |             |           | <b>\$ 13,152.91</b>   | <b>\$ 13,152.91</b>  | <b>\$ 16,847.09</b>                 |
| <b>Eligible Activities Sub-Total</b>                                  | <b>\$ 1,785,905.00</b>         |             |           |                       |                      | <b>\$ 1,785,905.00</b>              |
| Contingency (up to 15%)   | \$ 255,781.00                  | H           | 1         | \$ -                  |                      | \$ 255,781.00                       |
| <b>Total Brownfield TIF</b>   | <b>\$ 2,041,686.00</b>         |             |           | <b>\$ 170,815.53</b>  | <b>\$ 170,815.53</b> | <b>\$ 1,870,870.47</b>              |



**APPENDIX III**  
**Documentation of Eligible Costs and Proof of Payment**

| BROWNFIELD EXPENSES REIMBURSEMENT REQUEST 01 |   |  |                      |                   |   |                                |                 |                                |                 |
|--|---|--|----------------------|-------------------|---|--------------------------------|-----------------|--------------------------------|-----------------|
| CODE L                                       | # | CATEGORY                                       | ELIGIBLE ACTIVITY    | CONTRACTOR        | ACTIVITY DESCRIPTION                              | INVOICE NUMBER/PAY APPLICATION | DATE OF INVOICE | PROOF OF PAYMENT DOCUMENTATION | Cost            |
| A  | 2 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Delineation Services                              | 105597                         | 11/21/2023      | Check # 2537, 118              | \$ 19,100.00    |
| A  | 2 | Work Plan Exempt Activities                    | Phase II ESA/BEA     | PM                | Delineation Activities and BEA Report Preparation | 105935                         | 1/4/2024        | Check # 115                    | \$ 3,600.00     |
| A  | 4 | Work Plan Exempt Activities                    | Due Care Planning    | PM                | Due Care and Construction Management Plan         | 106687                         | 4/9/2024        | Check # 133                    | \$ 2,500.00     |
| A  | 4 | Work Plan Exempt Activities                    | Due Care Planning    | PM                | Due Care and Construction Management Plan         | 106940                         | 5/23/2024       | Check # 135                    | \$ 2,500.00     |
| Work Plan Exempt Subtotal                    |   |  |                      |                   |   |                                |                 |                                | \$ 27,700.00    |
| C  | 1 | Demolition Activities                          | Building Demolition  | Blue Star         | Demo & Asbestos Removal                           | Pay App 1                      | 6/28/2024       | Full Unconditional Waiver      | \$ 54,000.00    |
| C  | 1 | Demolition Activities                          | Building Demolition  | Blue Star         | Demo & Asbestos Removal                           | Pay App 2                      | 7/26/2024       | Full Unconditional Waiver      | \$ 61,600.00    |
| C  | 2 | Demolition Activities                          | Site Demoliton       | Halo Tree Service | Tree Removal                                      | Pay App 1                      | 6/28/2024       | Full Unconditional Waiver      | \$ 9,000.00     |
| C  | 2 | Demolition Activities                          | Site Demoliton       | Halo Tree Service | Tree Removal                                      | Pay App 3                      | 7/26/2024       | Full Unconditional Waiver      | \$ 1,000.00     |
| C  | 2 | Demolition Activities                          | Site Demoliton       | Blue Star         | Remove light poles                                | Change Order 1                 | 8/23/2024       | Full Unconditional Waiver      | inc in Pay App2 |
| C  | 2 | Demolition Activities                          | Site Demoliton       |                   | DTE Transformer Removal                           | DTE Contract                   | 1/1/2024        | Check # 114                    | \$ 2,867.62     |
| Demolition and Asbestos Subtotal             |   |  |                      |                   |   |                                |                 |                                | \$ 128,467.62   |
| F  | 9 | Site Prep Activities                           | Site Preparation     | Kem-Tec           | Staking   | Application No: 3              | 8/23/2024       | Full Unconditional Waiver      | \$ 1,495.00     |
| Site Preparation Subtotal                    |   |  |                      |                   |   |                                |                 |                                | \$ 1,495.00     |
| G  | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 104452                         | 6/29/2023       | Check # 2473                   | \$ 3,081.25     |
| G  | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 105619                         | 11/21/2023      | Check # 2473                   | \$ 3,133.75     |
| G  | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 105820                         | 12/19/2023      | Check # 2473 and 110           | \$ 2,648.75     |
| G  | 1 | Brownfield Plan Preparation and Implementation | Brownfield Plan Prep | PM                | Brownfield Plan Prep                              | 106727                         | 4/12/2024       | Check # 140                    | \$ 4,289.16     |
| Brownfield Plan Preparation Subtotal         |   |  |                      |                   |   |                                |                 |                                | \$ 13,152.91    |
| Total Eligible Activities                    |   |  |                      |                   |   |                                |                 |                                | \$ 170,815.53   |

**Work Plan Exempt Activities**

## AR Ledger

Thursday, May 29, 2025  
3:47:15 PM

Pinchin, LLC

Job-to-Date through 5/24/2025

| Invoice  | Mod/Receipt<br>Detail | Invoice<br>Date | Total       |
|--|-----------------------|-----------------|-------------|
| <b>Project Number: R001.14784.000 Former Madison Heights Senior Center</b> |                       |                 |             |
| <b>Phase Number: 0002 29448 John R Rd - Soil Sample &amp; Charact</b>      |                       |                 |             |
| <b>Invoice: 00105597</b>   |                       |                 |             |
| 00105597   |                       | 11/21/2023      | 19,100.00   |
| 00105597   | Rcpt 00000000         | 11/21/2023      | (11,350.00) |
| 00105597   | Rcpt 00000000         | 2/13/2024       | (7,750.00)  |
| <b>Total for 00105597</b>  |                       |                 |             |
| <b>Invoice: 00105935</b>   |                       |                 |             |
| 00105935   |                       | 1/4/2024        | 3,600.00    |
| 00105935   | Rcpt 00000000         | 1/25/2024       | (3,600.00)  |
| <b>Total for 00105935</b>  |                       |                 |             |
| <b>Invoice: RT105082</b>   |                       |                 |             |
| RT105082   | Rcpt 00000000         | 9/21/2023       | 11,350.00   |
| RT105082   | Rcpt 00000000         | 10/2/2023       | (11,350.00) |
| <b>Total for RT105082</b>  |                       |                 |             |
| <b>Total for 0002</b>  |                       |                 |             |

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES.

**Moschouris Management Company LLC**  
876 Horace Brown Dr  
Madison Heights, MI 48071

**Bank of Ann Arbor**  
125 South St Ave  
Ann Arbor, MI 48104  
07-241/3735

2537

09/25/2023 \$11,350.00\*\*

\*\*\*\* ELEVEN THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906

0000002537 072413735 200003612

0000002537 072413735 200003612

Deposit Check



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

November 21, 2023  
 Project No: 01-14784-0  
 Invoice No: 105597

-----  
 Service Group 0002 29448 John R Rd - Soil Sample & Charact  
 29448 John R Road, Madison Heights, Michigan  
 Project Manager: Aaron Snow

Delineation Services

Work Plan Exempt  
 Activities: Phase II  
 ESA/BEA (A2) for \$19,  
 100

| Task                                    | Cost      | Percent Complete | Previous Fee Billing | Current Fee Billing |
|---|-----------|------------------|----------------------|---------------------|
| Mobilization / Oversight / Sampling/GPR | 9,450.00  | 100.00           | 0.00                 | 9,450.00            |
| Data Eval / Project Mgmt / Reporting    | 4,500.00  | 20.00            | 0.00                 | 900.00              |
| Laboratory Analysis                     | 8,750.00  | 100.00           | 0.00                 | 8,750.00            |
| Total Fee                               | 22,700.00 |                  | 0.00                 | 19,100.00           |

|                 |                  |
|-----------------|------------------|
| <b>Subtotal</b> | <b>19,100.00</b> |
|-----------------|------------------|

#### Additional Fees

|                              |                   |                   |
|------------------------------|-------------------|-------------------|
| Check#2537 09/26/23          | -11,350.00        |                   |
| <b>Total Additional Fees</b> | <b>-11,350.00</b> | <b>-11,350.00</b> |
| <b>Total this Service</b>    |                   | <b>\$7,750.00</b> |
| <b>Total this Invoice</b>    |                   | <b>\$7,750.00</b> |

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

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

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

**Invoice Payable Upon Receipt**

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
07-241/3735

118

01/31/2024

\$7,750.00\*\*\*

\*\*\*\* SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906

Invoice #105597



⑈0000000⑈118⑈ ⑆072413735⑆ 1200015640⑈



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

January 4, 2024  
 Project No: 01-14784-0  
 Invoice No: 105935

**Invoice Total \$3,600.00**

-----  
 Service Group 0002 29448 John R Road, Madison Heights, Michigan  
 Project Manager: Aaron Snow

Delineation Activities and BEA Report Preparation

| Task                                    | Fee       | Percent Complete          | Previous Fee Billing | Cost              |
|---|-----------|---------------------------|----------------------|-------------------|
| Mobilization / Oversight / Sampling/GPR | 9,450.00  | 100.00                    | 9,450.00             | 0.00              |
| Data Eval / Project Mgmt / Reporting    | 4,500.00  | 100.00                    | 900.00               | 3,600.00          |
| Laboratory Analysis                     | 8,750.00  | 100.00                    | 8,750.00             | 0.00              |
| Total Fee                               | 22,700.00 |                           | 19,100.00            | 3,600.00          |
| <b>Subtotal</b>                         |           |                           |                      | <b>3,600.00</b>   |
|   |           | <b>Total these Tasks</b>  |                      | <b>\$3,600.00</b> |
|   |           | <b>Total this Service</b> |                      | <b>\$3,600.00</b> |
|   |           | <b>Total this Invoice</b> |                      | <b>\$3,600.00</b> |

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

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

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

**Work Plan Exempt  
 Activities: Phase II  
 ESA/BEA (A2) for \$3,600**

**Invoice Payable Upon Receipt**



TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South St. Ave.  
Ann Arbor, MI 48104  
617-241/3735

115

01/18/2024

\$3,600.00\*\*\*

\*\*\*\* THREE THOUSAND SIX HUNDRED AND 00/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906

Invoice # 105935



⑈0000000⑈115⑈ ⑆072413735⑆ 1200015640⑈

| Invoice | Mod/Receipt<br>Detail | Invoice<br>Date | Total |
|---------|-----------------------|-----------------|-------|
|---------|-----------------------|-----------------|-------|

---

Total for Roo1.14784.000

Project Number: Roo1.14784.001 Former Madison Heights Senior Center

Phase Number: 0001 29448 John R Road - DCP

Invoice: 00106687

|          |  |          |          |
|----------|--|----------|----------|
| 00106687 |  | 4/9/2024 | 2,500.00 |
|----------|--|----------|----------|

|          |               |           |            |
|----------|---------------|-----------|------------|
| 00106687 | Rcpt 00000000 | 4/23/2024 | (2,500.00) |
|----------|---------------|-----------|------------|

Total for 00106687

Invoice: 00106940

|          |  |           |          |
|----------|--|-----------|----------|
| 00106940 |  | 5/23/2024 | 2,500.00 |
|----------|--|-----------|----------|

|          |               |           |            |
|----------|---------------|-----------|------------|
| 00106940 | Rcpt 00000000 | 5/23/2024 | (2,500.00) |
|----------|---------------|-----------|------------|

Total for 00106940

Invoice: RT106639

|          |               |          |          |
|----------|---------------|----------|----------|
| RT106639 | Rcpt 00000000 | 4/3/2024 | 2,500.00 |
|----------|---------------|----------|----------|

|          |               |          |            |
|----------|---------------|----------|------------|
| RT106639 | Rcpt 00000000 | 5/7/2024 | (2,500.00) |
|----------|---------------|----------|------------|

Total for RT106639

Total for 0001



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

Mr. William Gershenson  
 28202 Woodward Holding LLC  
 876 Horace Brown Drive  
 Madison Heights, MI 48071

April 9, 2024  
 Project No: 01-14784-1  
 Invoice No: 106687

**Invoice Total \$2,500.00**

Project Manager: Aaron Snow

Service Group 0001 29448 John R Road, Madison Heights, Michigan

Due Care and Construction Management Plan

| Task                                 | Fee      | Percent Complete          | Previous Fee Billing | Cost              |
|--------------------------------------|----------|---------------------------|----------------------|-------------------|
| Data Eval / Project Mgmt / Reporting | 5,000.00 | 50.00                     | 0.00                 | 2,500.00          |
| Total Fee                            | 5,000.00 |                           | 0.00                 | 2,500.00          |
| <b>Subtotal</b>                      |          |                           |                      | <b>2,500.00</b>   |
|                                      |          | <b>Total these Tasks</b>  |                      | <b>\$2,500.00</b> |
|                                      |          | <b>Total this Service</b> |                      | <b>\$2,500.00</b> |
|                                      |          | <b>Total this Invoice</b> |                      | <b>\$2,500.00</b> |

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

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

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

**Work Plan Exempt  
 Activities: Due Care  
 Planning (A4) for \$2,500**

**Invoice Payable Upon Receipt**

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
87-241/3735

133

04/15/2024 \$2,500.00\*\*\*

\*\*\*\* TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906

Invoice# 106639

Invoice 106687 ⑈0000000133⑈ ⑈072413735⑈ ⑈200015640⑈



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

Mr. William Gershenson  
 28202 Woodward Holding LLC  
 876 Horace Brown Drive  
 Madison Heights, MI 48071

May 23, 2024  
 Project No: 01-14784-1  
 Invoice No: 106940

**Invoice Total 0.00**

Project Manager: Aaron Snow

Service Group 0001 29448 John R Road, Madison Heights, Michigan

Due Care and Construction Management Plan

| Task                                 | Fee      | Percent Complete          | Previous Fee Billing   | Cost             |
|--------------------------------------|----------|---------------------------|--|------------------|
| Data Eval / Project Mgmt / Reporting | 5,000.00 | 100.00                    | 2,500.00   | 2,500.00         |
| Total Fee                            | 5,000.00 |                           | 2,500.00   | 2,500.00         |
| <b>Subtotal</b>                      |          |                           |  | <b>2,500.00</b>  |
| <b>Additional Fees</b>               |          |                           | <b>Work Plan Exempt Activities: Due Care Planning (A4) for \$2,500</b> |                  |
| Check#135 05/07/24                   |          |                           | -2,500.00  |                  |
| <b>Total Additional Fees</b>         |          |                           | <b>-2,500.00</b>   | <b>-2,500.00</b> |
|                                      |          | <b>Total these Tasks</b>  |  | <b>0.00</b>      |
|                                      |          | <b>Total this Service</b> |  | <b>0.00</b>      |
|                                      |          | <b>Total this Invoice</b> |  | <b>0.00</b>      |

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

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

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

**Invoice Payable Upon Receipt**

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
07-241/3735

135

04/30/2024 \$2,500.00\*\*\*

\*\*\*\* TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranqer Road  
Lansing, MI 48906

Invoice # 106687

Invoice 106940

⑈0000000⑈135⑈1⑈0724⑈13735⑈12000⑈15640⑈



**Demolition, Asbestos and Site Prep Activities**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF 1

TO OWNER:  
**28202 Woodward Holdings LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

PROJECT:  
**29448 John R Rd. Demo**  
 29448 John R Rd.  
 Madison Heights, MI 48071

APPLICATION NO.: **1** Distribution:  
 APPLICATION DATE: **6/28/2024** ☐ OWNER  
 PERIOD TO: **6/30/2024** ☐ ARCHITECT  
 PROJECT NO.: ☐ CONTRACTOR  
 NCS PROJECT NO.: **24-118-MI** ☐

FROM CONTRACTOR:  
**NCS Construction Services, LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

VIA ARCHITECT:  
**Stonefield Engineering & Design**  
 607 Shelby Suite 200, Detroit, MI 48226

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Document 703, is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM .....             | \$ 299,515.00 |
| 2. Net change by Change Orders .....       | \$ -          |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... | \$ 299,515.00 |
| 4. TOTAL COMPLETED & STORED TO DATE .....  | \$ 106,215.75 |
| (Column G on V703)                         |               |
| 5. RETAINAGE:                              |               |
| a. 10 % of Completed Work .....            | \$ -          |
| (10% of Columns D + E on vg703)            |               |
| b. % of Stored Material .....              | \$ -          |
| (Column F on vg703)                        |               |
| Total Retainage (Line 5a + 5b or           |               |
| Total in Column I of V703) .....           | \$ -          |
| 6. TOTAL EARNED LESS RETAINAGE .....       | \$ 106,215.75 |
| (Line 4 less Line 5 Total)                 |               |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  |               |
| (Line 6 from prior Certificate) .....      | \$ -          |
| 8. CURRENT PAYMENT DUE .....               | \$ 106,215.75 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE  |               |
| (Line 3 less Line 6) .....                 | \$ 193,299.25 |

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner |           |            |
| Total approved this Month                          | \$ -      |            |
| Totals   | \$ -      | \$ -       |
| NET CHANGES by Change Order                        |           | \$ -       |

**CONTRACT DATE:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NCS Construction Services, LLC

By: [Signature] Date: 6/28/24

State of: Michigan  
 County of: Oakland  
 Subscribed and sworn to before me this  
28<sup>th</sup> day of June, 2024

Notary Public: Susan Marie Endres

My Commission expires: 7-1-26

SUSAN MARIE ENDRES  
 Notary Public - State of Michigan  
 County of Macomb  
 My Commission Expires Jul 1, 2026  
 Acting in the County of Oakland

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 106,215.75

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractors under this contract.



# CONTINUATION SHEET

DOCUMENT V703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 1

APPLICATION DATE: 6/28/2024

PERIOD TO: 6/30/2024

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 0

| A        | B                            | C                        | D  | E                          | F  | G  | H                       | I           | J                    |
|----------|------------------------------|--------------------------|--|----------------------------|--|--|-------------------------|-------------|----------------------|
| ITEM NO. | DESCRIPTION OF WORK          | ORIGINAL CONTRACT AMOUNT | WORK COMPLETED FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | BALANCE TO FINISH (C-G) | RETAINAGE   | PERCENT COMPLETE (%) |
|          | GC/Permits/PM/Superintendent | \$ 73,665.00             |  | \$ 40,515.75               |  | \$ 40,515.75                               | \$ 33,149.25            |             | 55%                  |
|          | <del>Site Work</del>         | <del>\$ 88,780.00</del>  |  | <del>\$ -</del>            |  | <del>\$ -</del>                            | <del>\$ 88,780.00</del> |             | <del>0%</del>        |
|          | Demo & Asbestos Removal      | \$ 114,500.00            |  | \$ 54,000.00               |  | \$ 54,000.00                               | \$ 60,500.00            |             | 47%                  |
|          | Asphalt                      | \$ 3,600.00              |  | \$ -                       |  | \$ -                                       | \$ 3,600.00             |             | 0%                   |
|          | Concrete                     | \$ 7,260.00              |  | \$ -                       |  | \$ -                                       | \$ 7,260.00             |             | 0%                   |
|          | Tree Removal                 | \$ 9,000.00              |  | \$ 9,000.00                |  | \$ 9,000.00                                | \$ -                    |             | 100%                 |
|          | Electrical                   | \$ 2,700.00              |  | \$ 2,700.00                |  | \$ 2,700.00                                | \$ -                    |             | 100%                 |
|          | <b>TOTAL</b>                 | <b>\$ 299,515.00</b>     | <b>\$ -</b>                              | <b>\$ 106,215.75</b>       | <b>\$ -</b>                                | <b>\$ 106,215.75</b>                       | <b>\$ 193,299.25</b>    | <b>\$ -</b> | <b>43%</b>           |

Demolition Activities:  
Building Demolition  
(C1) for \$54,000

Demolition Activities:  
Site Demolition (C2)  
for \$9,000

## SWORN STATEMENT

State of: Michigan  
County of: Oakland

Matthew Hastings being duly sworn, deposes and says:

That NCS Construction Services, LLC is the contractor for the improvements for the following described real property situated in the City of Madison Heights, County of Oakland, Michigan, described as follows:

**Project:** **29448 John R Rd. Demo**  
29448 John R Rd.  
Madison Heights, MI 48071

Payment Application No.: 1  
Application Date: 6/28/2024  
Period To: 6/30/2024

That the following is a complete statement of each contractor, subcontractor, supplier, and laborer for which laborer the payment of wages or fringe benefits and withholding is due but unpaid and for which laborer the payment of fringe benefits and withholdings is earned but unpaid, with whom the contractor has subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names.

That he has not employed or procured material from, contracted or subcontracted with, any person or persons, firms, or corporations other than those below - mentioned, and owes no monies for the construction of said buildings or improvements other than the sums set forth hereinafter.

That he makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the aforementioned premises and his or her agents and the mortgagee and Transnation Title Insurance Co. that the aforementioned property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth below.

| Subcontractor, Supplier or Laborer | Description of Work or Material | Original Contract Amount | Change Order Amount | Adjusted Contract Amount | Amount Already Paid | Amount Currently Owning | Total Retention Withheld | Balance to Complete  |
|------------------------------------|---------------------------------|--------------------------|---------------------|--------------------------|---------------------|-------------------------|--------------------------|----------------------|
| NCS Construction Services, LLC     | GC/Permits/PM/Superintendent    | \$ 73,665.00             |                     | \$ 73,665.00             |                     | \$ 40,515.75            |                          | \$ 33,149.25         |
| BMW Contracting                    | Site Work                       | \$ 88,790.00             |                     | \$ 88,790.00             |                     | \$ -                    |                          | \$ 88,790.00         |
| Blue Star, Inc.                    | Demo & Asbestos Removal         | \$ 114,500.00            |                     | \$ 114,500.00            |                     | \$ 54,000.00            |                          | \$ 60,500.00         |
| Nagle Paving Company               | Asphalt                         | \$ 3,600.00              |                     | \$ 3,600.00              |                     | \$ -                    |                          | \$ 3,600.00          |
| Superior 1 Contracting, LLC        | Concrete                        | \$ 7,260.00              |                     | \$ 7,260.00              |                     | \$ -                    |                          | \$ 7,260.00          |
| Halo Tree Service                  | Tree Removal                    | \$ 9,000.00              |                     | \$ 9,000.00              |                     | \$ 9,000.00             |                          | \$ -                 |
| AKA Electric                       | Electrical                      | \$ 2,700.00              |                     | \$ 2,700.00              |                     | \$ 2,700.00             |                          | \$ -                 |
|                                    | <b>TOTAL</b>                    | <b>\$ 299,515.00</b>     | <b>\$ -</b>         | <b>\$ 299,515.00</b>     | <b>\$ -</b>         | <b>\$ 106,215.75</b>    | <b>\$ -</b>              | <b>\$ 193,299.25</b> |

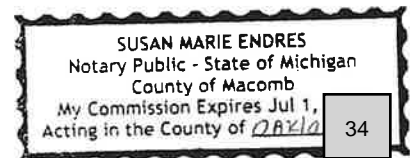
Warning to Owner: An Owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to section 109 of the construction lien act to the designee or to the owner or lessee if the designee or to the owner or lessee if the designee is not named or has died.



Warning to Deponent: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the public acts of 1980, as amended, being Section 570.1110 of the Michigan compiled laws.

Subscribed and sworn to before me this  
28th day of June, 2024

by, Susan Marie Endres  
Notary Public Macomb County, Michigan  
My commission expires: 7-1-26




**PARTIAL CONDITIONAL WAIVER**

I/we have a contract with 28202 Woodward Holdings LLC  
 (other contracting party)  
 to provide General Contracting  
 for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
 , and hereby waive my/our  
 construction lien to the amount of \$ 106,215.75 , for labor/materials provided through  
30-Jun-24  
 (Date)

This waiver, together with all previous waivers, if any (circle one) does does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**THIS WAIVER IS CONDITIONED ON ACTUAL PAYMENT OF THE AMOUNT SHOWN ABOVE.**

NCS Construction Services LLC

  
 (signature of lien claimant)

Date signed: 6/29/24

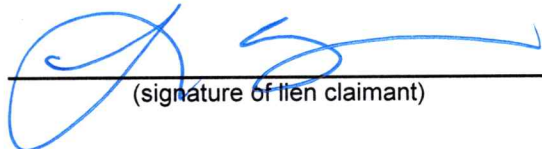
Address: 876 Horace Brown  
Madison Heights, MI 48071  
 Telephone: 248-338-9732

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.

**FULL UNCONDITIONAL WAIVER**

My/our contract with **NCS Construction Services, LLC**  
(other contracting party)  
to provide **Demo**  
for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
\_\_\_\_\_ having been fully paid and  
satisfied, all my/our construction lien rights against such property are hereby waived and released.

Blue Star, Inc.

  
(signature of lien claimant)

Address: 21950 Hoover Rd.  
Warren, MI 48089

Date: 8/21/2024

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.

**FULL UNCONDITIONAL WAIVER**

Item 2.

My/our contract with

**NCS Construction Services, LLC**

(other contracting party)

to provide

**Tree Removal**

for the improvement to the property described as: 29448 John R Rd. Demo

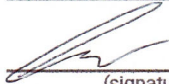
29448 John R Rd.

Madison Heights, MI 48071

having been fully paid and

satisfied, all my/our construction lien rights against such property are hereby waived and released.

Halo Tree Service



(signature of lien claimant)

Address: 8450 Crawford

Shelby Twp., MI 48316

Date:

7/24/24

**DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF 1

TO OWNER:  
**28202 Woodward Holdings LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

PROJECT:  
**29448 John R Rd. Demo**  
 29448 John R Rd.  
 Madison Heights, MI 48071

APPLICATION NO.: **2** Distribution:  
 APPLICATION DATE: **7/26/2024** ☐ OWNER  
 PERIOD TO: **7/31/2024** ☐ ARCHITECT  
 PROJECT NO.: ☐ CONTRACTOR  
 NCS PROJECT NO.: **24-118-MI** ☐

FROM CONTRACTOR:  
**NCS Construction Services, LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

VIA ARCHITECT:  
**Stonefield Engineering & Design**  
 607 Shelby Suite 200, Detroit, MI 48226

**CONTRACT DATE:****CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Document 703, is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM. ....             | \$ 299,515.00 |
| 2. Net change by Change Orders .....       | \$ 1,210.00   |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... | \$ 300,725.00 |
| 4. TOTAL COMPLETED & STORED TO DATE. ....  | \$ 182,815.75 |
| (Column G on V703)                         |               |
| 5. RETAINAGE:                              |               |
| a. 10 % of Completed Work                  | \$ -          |
| (10% of Columns D + E on vg703)            |               |
| b. % of Stored Material                    | \$ -          |
| (Column F on vg703)                        |               |
| Total Retainage (Line 5a + 5b or           |               |
| Total in Column I of V703). ....           | \$ -          |
| 6. TOTAL EARNED LESS RETAINAGE .....       | \$ 182,815.75 |
| (Line 4 less Line 5 Total)                 |               |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  |               |
| (Line 6 from prior Certificate) .....      | \$ 106,215.75 |
| 8. CURRENT PAYMENT DUE .....               | \$ 76,600.00  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE  |               |
| (Line 3 less Line 6)                       | \$ 117,909.25 |

| CHANGE ORDER SUMMARY                               | ADDITIONS   | DEDUCTIONS  |
|--|-------------|-------------|
| Total changes approved in previous months by Owner |             |             |
| Total approved this Month                          | \$ 1,210.00 |             |
| Totals   | \$ 1,210.00 | \$ -        |
| NET CHANGES by Change Order                        |             | \$ 1,210.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NCS Construction Services, LLC

By: [Signature]Date: 7/29/24

State of: Michigan

County of: Oakland

Subscribed and sworn to before me this

29TH day ofJuly

, 2024

Notary Public: Susan Marie EndresMy Commission expires: 7-1-26

SUSAN MARIE ENDRES  
 Notary Public - State of Michigan  
 County of Macomb  
 My Commission Expires Jul 1, 2026  
 Acting in the County of Oakland

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 76,600.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractors under this contract.

# CONTINUATION SHEET

DOCUMENT V703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 2

APPLICATION DATE: 7/26/2024

PERIOD TO: 7/31/2024

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 0

| A        | B                            | C                        | D  | E                          | F  | G  | H                       | I           | J                    |
|----------|------------------------------|--------------------------|--|----------------------------|--|--|-------------------------|-------------|----------------------|
| ITEM NO. | DESCRIPTION OF WORK          | ORIGINAL CONTRACT AMOUNT | WORK COMPLETED FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | BALANCE TO FINISH (C-G) | RETAINAGE   | PERCENT COMPLETE (%) |
|          | GC/Permits/PM/Superintendent | \$ 73,775.00             | \$ 40,515.75                             | \$ 15,000.00               |  | \$ 55,515.75                               | \$ 18,259.25            |             | 75%                  |
|          | Site Work                    | \$ 88,790.00             | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 88,790.00            |             | 0%                   |
|          | Demo & Asbestos Removal      | \$ 115,600.00            | \$ 54,000.00                             | \$ 61,600.00               |  | \$ 115,600.00                              | \$ -                    |             | 100%                 |
|          | Asphalt                      | \$ 3,600.00              | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 3,600.00             |             | 0%                   |
|          | Concrete                     | \$ 7,260.00              | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 7,260.00             |             | 0%                   |
|          | Tree Removal                 | \$ 9,000.00              | \$ 9,000.00                              | \$ -                       |  | \$ 9,000.00                                | \$ -                    |             | 100%                 |
|          | Electrical                   | \$ 2,700.00              | \$ 2,700.00                              | \$ -                       |  | \$ 2,700.00                                | \$ -                    |             | 100%                 |
|          | <b>TOTAL</b>                 | <b>\$ 300,725.00</b>     | <b>\$ 106,215.75</b>                     | <b>\$ 76,600.00</b>        | <b>\$ -</b>                                | <b>\$ 182,815.75</b>                       | <b>\$ 117,909.25</b>    | <b>\$ -</b> | <b>54%</b>           |

Demolition and Asbestos Activities:  
Building Demolition  
(C1) for \$61,600

CHANGE ORDER  
TO CONSTRUCTION CONTRACT

Item 2.

PROJECT 29448 John R Rd. - Demo  
2948 John R Rd.  
Madison Heights, MI 48071

OWNER  
(NAME/ADDRESS) 28202 Woodward Holdings LLC  
876 Horace Brown Dr.  
Madison Heights, MI 48071

Owner Change Order No. #1

DATE: 23-Aug-24

REFERENCE R.F.C.O. NO. 24-118-MI

PROJECT NO. 24-118-MI


CHANGE ORDER TOTAL \$ 2,566.33

| DATE<br>SIGNED | SUB<br>NO. | COST<br>CODE | DESCRIPTION                           | AMOUNT      |
|----------------|------------|--------------|---------------------------------------|-------------|
|                | OCO#1      |              | Remove additional tree                | \$ 1,000.00 |
|                |            |              | Permit fee for ROW permit             | \$ 233.03   |
|                |            |              | Remove light poles not shown on plans | \$ 1,100.00 |
|                |            |              | Subtotal                              | \$ 2,333.03 |
|                |            |              | NCS Fee                               | \$ 233.30   |
|                |            |              | Total                                 | \$ 2,566.33 |

Demolition: Site Demolition (C2) for \$1,000

Demolition: Site Demolition (C2) for \$1,100

CONTRACT TIME AND SCHEDULE ADJUSTMENT IN CONNECTION WITH THIS CHANGE: The Change Order shall cover all costs associated with the above described work, including impact costs and delays and no further adjustments to the Contract Amount, Contract Time or CPM Schedule shall be allowed on account thereof.

|                                    |  |
|------------------------------------|--|
| OWNER: 28202 Woodward Holdings LLC | NCS Construction Services  |
| DATE:                              | NCS'S AGENT  |
|                                    | 8/23/2024  |
| BY:                                | BY:  |

|                          |              |
|--------------------------|--------------|
| Original Contract Amount | \$299,515.00 |
| Previous Change Orders   | \$0.00       |
| This Change Order        | \$2,566.33   |
| Revised Contract Amount  | \$302,081.33 |



## SWORN STATEMENT

State of: Michigan

County of: Oakland

Matthew Hastings being duly sworn, deposes and says:

That **NCS Construction Services, LLC** is the contractor for the improvements for the following described real property situated in the City of Madison Heights, County of Oakland, Michigan, described as follows:

**Project:** 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071

Payment Application No.: 2  
Application Date: 7/26/2024  
Period To: 7/31/2024

That the following is a complete statement of each contractor, subcontractor, supplier, and laborer for which laborer the payment of wages or fringe benefits and withholding is due but unpaid and for which laborer the payment of fringe benefits and withholdings is earned but unpaid, with whom the contractor has subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names.

That he has not employed or procured material from, contracted or subcontracted with, any person or persons, firms, or corporations other than those below - mentioned, and owes no monies for the construction of said buildings or improvements other than the sums set forth hereinafter.

That he makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the aforementioned premises and his or her agents and the mortgagee and Transnation Title Insurance Co. that the aforementioned property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth below.

| Subcontractor, Supplier or Laborer | Description of Work or Material | Original Contract Amount | Change Order Amount | Adjusted Contract Amount | Amount Already Paid  | Amount Currently Owning | Total Retention Withheld | Balance to Complete  |
|------------------------------------|---------------------------------|--------------------------|---------------------|--------------------------|----------------------|-------------------------|--------------------------|----------------------|
| NCS Construction Services, LLC     | GC/Permits/PM/Superintendent    | \$ 73,665.00             | \$ 110.00           | \$ 73,775.00             | \$ 40,515.75         | \$ 15,000.00            |                          | \$ 18,259.25         |
| BMW Contracting                    | Site Work                       | \$ 88,790.00             |                     | \$ 88,790.00             | \$ -                 |                         |                          | \$ 88,790.00         |
| Blue Star, Inc.                    | Demo & Asbestos Removal         | \$ 114,500.00            | \$ 1,100.00         | \$ 115,600.00            | \$ 54,000.00         | \$ 61,600.00            |                          | \$ -                 |
| Nagle Paving Company               | Asphalt                         | \$ 3,600.00              |                     | \$ 3,600.00              | \$ -                 |                         |                          | \$ 3,600.00          |
| Superior 1 Contracting, LLC        | Concrete                        | \$ 7,260.00              |                     | \$ 7,260.00              | \$ -                 |                         |                          | \$ 7,260.00          |
| Halo Tree Service                  | Tree Removal                    | \$ 9,000.00              |                     | \$ 9,000.00              | \$ 9,000.00          |                         |                          | \$ -                 |
| AKA Electric                       | Electrical                      | \$ 2,700.00              |                     | \$ 2,700.00              | \$ 2,700.00          |                         |                          | \$ -                 |
|                                    |                                 |                          |                     |                          |                      |                         |                          |                      |
|                                    | <b>TOTAL</b>                    | <b>\$ 299,515.00</b>     | <b>\$ 1,210.00</b>  | <b>\$ 300,725.00</b>     | <b>\$ 106,215.75</b> | <b>\$ 76,600.00</b>     | <b>\$ -</b>              | <b>\$ 117,909.25</b> |

Warning to Owner: An Owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to section 109 of the construction lien act to the designee or to the owner or lessee if the designee or to the owner or lessee if the designee is not named or has died.

Warning to Deponent: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the public acts of 1980, as amended, being Section 570.1110 of the Michigan compiled laws.

Subscribed and sworn to before me this 29TH day of July, 2024

by, Susan Marie Endres  
Notary Public Macomb County, Michigan  
My commission expires: 7-1-26

SUSAN MARIE ENDRES  
Notary Public - State of Michigan  
County of Macomb  
My Commission Expires Jul 1, 2026  
Acting in the County of Oakland

## PARTIAL CONDITIONAL WAIVER

I/we have a contract with 28202 Woodward Holdings LLC  
 (other contracting party)  
 to provide General Contracting  
 for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
 \_\_\_\_\_, and hereby waive my/our  
 construction lien to the amount of \$ 76,600.00 , for labor/materials provided through  
31-Jul-24  
 (Date)

This waiver, together with all previous waivers, if any (circle one) ☐ does ☐ does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**THIS WAIVER IS CONDITIONED ON ACTUAL PAYMENT OF THE AMOUNT SHOWN ABOVE.**

NCS Construction Services LLC



(signature of lien claimant)

Date signed: 7/24/24

Address: 876 Horace Brown

Madison Heights, MI 48071

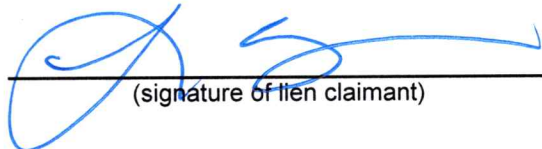
Telephone: 248-338-9732

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.

**FULL UNCONDITIONAL WAIVER**

My/our contract with **NCS Construction Services, LLC**  
(other contracting party)  
to provide **Demo**  
for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
\_\_\_\_\_ having been fully paid and  
satisfied, all my/our construction lien rights against such property are hereby waived and released.

Blue Star, Inc.

  
(signature of lien claimant)

Address: 21950 Hoover Rd.  
Warren, MI 48089

Date: 8/21/2024

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

PAGE ONE OF 1

TO OWNER:  
**28202 Woodward Holdings LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

PROJECT:  
**29448 John R Rd. Demo**  
 29448 John R Rd.  
 Madison Heights, MI 48071

APPLICATION NO.: **3** Distribution:  
 APPLICATION DATE: **8/23/2024** ☐ OWNER  
 PERIOD TO: **8/31/2024** ☐ ARCHITECT  
 PROJECT NO.: ☐ CONTRACTOR  
 NCS PROJECT NO.: **24-118-MI** ☐

FROM CONTRACTOR:  
**NCS Construction Services, LLC**  
 876 Horace Brown  
 Madison Heights, MI 48071

VIA ARCHITECT:  
**Stonefield Engineering & Design**  
 607 Shelby Suite 200, Detroit, MI 48226

**CONTRACT DATE:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Document 703, is attached.

|  |               |
|--|---------------|
| 1. ORIGINAL CONTRACT SUM. . . . .              | \$ 299,515.00 |
| 2. Net change by Change Orders . . . . .       | \$ 2,566.33   |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) . . . . . | \$ 302,081.33 |
| 4. TOTAL COMPLETED & STORED TO DATE. . . . .   | \$ 192,810.75 |
| (Column G on V703)                             |               |
| 5. RETAINAGE:                                  |               |
| a. 10 % of Completed Work \$ -                 |               |
| (10% of Columns D + E on vg703)                |               |
| b. % of Stored Material \$ -                   |               |
| (Column F on vg703)                            |               |
| Total Retainage (Line 5a + 5b or               |               |
| Total in Column I of V703). . . . .            | \$ -          |
| 6. TOTAL EARNED LESS RETAINAGE . . . . .       | \$ 192,810.75 |
| (Line 4 less Line 5 Total)                     |               |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT      |               |
| (Line 6 from prior Certificate) . . . . .      | \$ 182,815.75 |
| 8. CURRENT PAYMENT DUE . . . . .               | \$ 9,995.00   |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE      |               |
| (Line 3 less Line 6)                           | \$ 109,270.58 |

| CHANGE ORDER SUMMARY                               | ADDITIONS   | DEDUCTIONS  |
|--|-------------|-------------|
| Total changes approved in previous months by Owner | \$ 1,210.00 |             |
| Total approved this Month                          | \$ 1,356.33 |             |
| Totals   | \$ 2,566.33 | \$ -        |
| NET CHANGES by Change Order                        |             | \$ 2,566.33 |

CONTRACTOR: NCS Construction Services, LLC

By: [Signature] Date: 8/22/24

State of: Michigan

County of: Oakland

Subscribed and sworn to before me this 22<sup>nd</sup> day of August, 2024Notary Public: Meghan ScacciaMy Commission expires: 2/15/2027**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 9,995.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractors under this contract.

# CONTINUATION SHEET

DOCUMENT V703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 3

APPLICATION DATE: 8/23/2024

PERIOD TO: 8/31/2024

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 0

| A        | B                            | C                        | D  | E                          | F  | G  | H                       | I         | J                    |
|----------|------------------------------|--------------------------|--|----------------------------|--|--|-------------------------|-----------|----------------------|
| ITEM NO. | DESCRIPTION OF WORK          | ORIGINAL CONTRACT AMOUNT | WORK COMPLETED FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | BALANCE TO FINISH (C-G) | RETAINAGE | PERCENT COMPLETE (%) |
|          | GC/Permits/PM/Superintendent | \$ 72,636.33             | \$ 55,515.75                             | \$ 7,500.00                |  | \$ 63,015.75                               | \$ 9,620.58             |           | 87%                  |
|          | Site Work                    | \$ 88,790.00             | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 88,790.00            |           | 0%                   |
|          | Demo & Asbestos Removal      | \$ 115,600.00            | \$ 115,600.00                            | \$ -                       |  | \$ 115,600.00                              | \$ -                    |           | 100%                 |
|          | Asphalt                      | \$ 3,600.00              | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 3,600.00             |           | 0%                   |
|          | Concrete                     | \$ 7,260.00              | \$ -                                     | \$ -                       |  | \$ -                                       | \$ 7,260.00             |           | 0%                   |
|          | Tree Removal                 | \$ 10,000.00             | \$ 9,000.00                              | \$ 1,000.00                |  | \$ 10,000.00                               | \$ -                    |           | 100%                 |
|          | Electrical                   | \$ 2,700.00              | \$ 2,700.00                              | \$ -                       |  | \$ 2,700.00                                | \$ -                    |           | 100%                 |
|          | Staking                      | \$ 1,495.00              | \$ -                                     | \$ 1,495.00                |  | \$ 1,495.00                                | \$ -                    |           | 100%                 |
|          | <b>TOTAL</b>                 | \$ 302,081.33            | \$ 182,815.75                            | \$ 9,995.00                | \$ -                                       | \$ 192,810.75                              | \$ 109,270.58           | \$ -      | 55%                  |

Site Prep: Staking (F9)  
for \$1,495

**CHANGE ORDER  
TO CONSTRUCTION CONTRACT**

Item 2.


**PROJECT**      29448 John R Rd. - Demo  
2948 John R Rd.  
Madison Heights, MI 48071

**OWNER**  
**(NAME/ADDRESS)** 28202 Woodward Holdings LLC  
876 Horace Brown Dr.  
Madison Heights, MI 48071

|                                  |                           |
|----------------------------------|---------------------------|
| <b>Owner Change Order No. #1</b> |                           |
| <b>DATE:</b>                     | <u>23-Aug-24</u>          |
| <b>REFERENCE R.F.C.O. NO.</b>    | <u>24-118-MI</u>          |
| <b>PROJECT NO.</b>               | <u>24-118-MI</u>          |
| <b>CHANGE ORDER TOTAL</b>        | <b>\$</b> <u>2,566.33</u> |

| DATE<br>SIGNED | SUB<br>NO. | COST<br>CODE | DESCRIPTION                           | AMOUNT             |
|----------------|------------|--------------|---------------------------------------|--------------------|
|                | OCO#1      |              | Remove additional tree                | \$ 1,000.00        |
|                |            |              | Permit fee for ROW permit             | \$ 233.03          |
|                |            |              | Remove light poles not shown on plans | \$ 1,100.00        |
|                |            |              | Subtotal                              | \$ 2,333.03        |
|                |            |              | NCS Fee                               | \$ 233.30          |
|                |            |              | <b>Total</b>                          | <b>\$ 2,566.33</b> |

Demolition: Site Demolition (C2) for \$1,000

|   |  |
|---|--|
| <small>CONTRACT TIME AND SCHEDULE ADJUSTMENT IN CONNECTION WITH THIS CHANGE: The Change Order shall cover all costs associated with the above described work, including impact costs and delays and no further adjustments to the Contract Amount, Contract Time or CPM Schedule shall be allowed on account thereof.</small> |  |
| <b>OWNER:</b> <b>28202 Woodward Holdings LLC</b>  | <b>NCS Construction Services</b>   |
| <b>DATE:</b> _____  | <b>NCS'S AGENT</b>   |
| <b>BY:</b> _____  | <b>8/23/2024</b>   |
|   |  |

|                          |              |
|--------------------------|--------------|
| Original Contract Amount | \$299,515.00 |
| Previous Change Orders   | \$0.00       |
| This Change Order        | \$2,566.33   |
| Revised Contract Amount  | \$302,081.33 |

## SWORN STATEMENT

State of: Michigan

County of: Oakland

Matthew Hastings being duly sworn, deposes and says:

That NCS Construction Services, LLC is the contractor for the improvements for the following described real property situated in the City of Madison Heights, County of Oakland, Michigan, described as follows:

**Project:** **29448 John R Rd. Demo**  
29448 John R Rd.  
Madison Heights, MI 48071

Payment Application No.: 3  
Application Date: 8/23/2024  
Period To: 8/31/2024

That the following is a complete statement of each contractor, subcontractor, supplier, and laborer for which laborer the payment of wages or fringe benefits and withholding is due but unpaid and for which laborer the payment of fringe benefits and withholdings is earned but unpaid, with whom the contractor has subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names.

That he has not employed or procured material from, contracted or subcontracted with, any person or persons, firms, or corporations other than those below - mentioned, and owes no monies for the construction of said buildings or improvements other than the sums set forth hereinafter.

That he makes the foregoing statement as the contractor for the purpose of representing to the owner or lessee of the aforementioned premises and his or her agents and the mortgagee and Transnation Title Insurance Co. that the aforementioned property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth below.

| Subcontractor, Supplier or Laborer | Description of Work or Material | Original Contract Amount | Change Order Amount | Adjusted Contract Amount | Amount Already Paid  | Amount Currently Owning | Total Retention Withheld | Balance to Complete  |
|------------------------------------|---------------------------------|--------------------------|---------------------|--------------------------|----------------------|-------------------------|--------------------------|----------------------|
| NCS Construction Services, LLC     | GC/Permits/PM/Superintendent    | \$ 73,665.00             | \$ (1,028.67)       | \$ 72,636.33             | \$ 55,515.75         | \$ 7,500.00             |                          | \$ 9,620.58          |
| BMW Contracting                    | Site Work                       | \$ 88,790.00             |                     | \$ 88,790.00             | \$ -                 |                         |                          | \$ 88,790.00         |
| Blue Star, Inc.                    | Demo & Asbestos Removal         | \$ 114,500.00            | \$ 1,100.00         | \$ 115,600.00            | \$ 115,600.00        |                         |                          | \$ -                 |
| Nagle Paving Company               | Asphalt                         | \$ 3,600.00              |                     | \$ 3,600.00              | \$ -                 |                         |                          | \$ 3,600.00          |
| Superior 1 Contracting, LLC        | Concrete                        | \$ 7,260.00              |                     | \$ 7,260.00              | \$ -                 |                         |                          | \$ 7,260.00          |
| Halo Tree Service                  | Tree Removal                    | \$ 9,000.00              | \$ 1,000.00         | \$ 10,000.00             | \$ 9,000.00          | \$ 1,000.00             |                          | \$ -                 |
| AKA Electric                       | Electrical                      | \$ 2,700.00              |                     | \$ 2,700.00              | \$ 2,700.00          |                         |                          | \$ -                 |
| Kem-Tec                            | Staking                         | \$ -                     | \$ 1,495.00         | \$ 1,495.00              | \$ -                 | \$ 1,495.00             |                          | \$ -                 |
|                                    | <b>TOTAL</b>                    | <b>\$ 299,515.00</b>     | <b>\$ 2,566.33</b>  | <b>\$ 302,081.33</b>     | <b>\$ 182,815.75</b> | <b>\$ 9,995.00</b>      | <b>\$ -</b>              | <b>\$ 109,270.58</b> |

Warning to Owner: An Owner or lessee of the above described property may not rely on this sworn statement to avoid the claim of a subcontractor supplier, or laborer who has provided a notice of furnishing or a laborer who may provide a notice of furnishing pursuant to section 109 of the construction lien act to the designee or to the owner or lessee if the designee or to the owner or lessee if the designee is not named or has died.

Warning to Deponent: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the public acts of 1980, as amended, being Section 570.110 of the Michigan compiled laws.

Subscribed and sworn to before me this  
22<sup>nd</sup> day of August, 2024

by, Meghan Saccia  
Notary Public Macomb County, Michigan  
My commission expires: 2/15/2027




**PARTIAL CONDITIONAL WAIVER**

I/we have a contract with 28202 Woodward Holdings LLC  
 (other contracting party)  
 to provide General Contracting  
 for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
 , and hereby waive my/our  
 construction lien to the amount of \$ 9,995.00 , for labor/materials provided through  
31-Aug-24  
 (Date)

This waiver, together with all previous waivers, if any (circle one) ☐ does ☒ does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**THIS WAIVER IS CONDITIONED ON ACTUAL PAYMENT OF THE AMOUNT SHOWN ABOVE.**

NCS Construction Services LLC

  
 (signature of lien claimant)

Date signed: 8/22/24

Address: 876 Horace Brown  
Madison Heights, MI 48071  
 Telephone: 248-338-9732

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.



**FULL UNCONDITIONAL WAIVER**

Item 2.

My/our contract with

**NCS Construction Services, LLC**

(other contracting party)

to provide

**Tree Removal**

for the improvement to the property described as: 29448 John R Rd. Demo

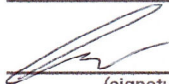
29448 John R Rd.

Madison Heights, MI 48071

having been fully paid and

satisfied, all my/our construction lien rights against such property are hereby waived and released.

Halo Tree Service



(signature of lien claimant)

Address: 8450 Crawford

Shelby Twp., MI 48316

Date:

7/24/24

**DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.**

**FULL UNCONDITIONAL WAIVER**

My/our contract with **NCS Construction Services, LLC**  
(other contracting party)  
to provide **Staking**  
for the improvement to the property described as: 29448 John R Rd. Demo  
29448 John R Rd.  
Madison Heights, MI 48071  
\_\_\_\_\_ having been fully paid and  
satisfied, all my/our construction lien rights against such property are hereby waived and released.

Kem-Tec Associates  
\_\_\_\_\_  
  
\_\_\_\_\_  
(signature of lien claimant)

Date: 9/18/24

Address: 22556 Gratiot Ave.  
Eastpointe, MI 48021  
\_\_\_\_\_

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY.

28202 Woodward Holding LLC (28202hol)

**General Ledger**

Period = Jan 2022-Dec 2025

Book = Accrual

Sort On =

| Property                | Property Name         | Date       | Period  | Person/Description                                  | Control | Reference    | Debit    | Credit | Balance                     | Remarks   |
|-------------------------|-----------------------|------------|---------|---|---------|--------------|----------|--------|-----------------------------|---|
| 5205-0000               |                       |            |         | Electric- Common Area                               |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 1/16/2024  | 01-2024 | DTE Energy (dte)                                    | P-13479 | 9200 542405  | 604.26   | 0.00   | 604.26                      | Jan Electric  |
| 28202hol                | 28202 Woodward Holdir | 6/15/2024  | 06-2024 | DTE Energy (dte)                                    | P-14204 | 9200 542 401 | 954.30   | 0.00   | 1,558.56                    | June electric services  |
| Out of Balance=1,558.56 |                       |            |         |   |         |              | 1,558.56 | 0.00   | 1,558.56 = Ending Balance = |   |
| 5305-0000               |                       |            |         | R&M Electric  |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 1/1/2024   | 01-2024 | DTE Energy (dte)                                    | P-13195 | 70427534     | 2,867.62 | 0.00   | 2,867.62                    | DTE Transformer Removal   |
| Out of Balance=2,867.62 |                       |            |         |   |         |              | 2,867.62 | 0.00   | 2,867.62 = Ending Balance = |   |
| 5605-0000               |                       |            |         | Landscaping Contract                                |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 7/30/2024  | 07-2024 | 07.30.24 Check 149 cleared for 920.05 inste J-14190 |         |              | 20.05    | 0.00   | 20.05                       | 07.30.24 Check 149 cleared for 920.05 instead of 900                        |
| Out of Balance=20.05    |                       |            |         |   |         |              | 20.05    | 0.00   | 20.05 = Ending Balance =    |   |
| 5635-0000               |                       |            |         | Grounds & Landscaping - Other                       |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 6/1/2024   | 05-2024 | Majestic Landscaping Inc. (majesticland)            | P-14177 | 29448-06012  | 600.00   | 0.00   | 600.00                      | Lawn mowing May   |
| 28202hol                | 28202 Woodward Holdir | 7/1/2024   | 06-2024 | Majestic Landscaping Inc. (majesticland)            | P-14314 | 29448-07012  | 900.00   | 0.00   | 1,500.00                    | mow lawn June   |
| 28202hol                | 28202 Woodward Holdir | 10/1/2024  | 09-2024 | Majestic Landscaping Inc. (majesticland)            | P-15032 | 29448-10012  | 300.00   | 0.00   | 1,800.00                    | Lawn Mowing Services  |
| Out of Balance=1,800.00 |                       |            |         |   |         |              | 1,800.00 | 0.00   | 1,800.00 = Ending Balance = |   |
| 5699-1005               |                       |            |         | Snow Removal & Salt                                 |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 2/26/2025  | 02-2025 | T&J Landscaping & Snow Removal, INC (tjla)          | P-15981 | 50060 02/26, | 65.00    | 0.00   | 65.00                       | plow of sidewalk  |
| Out of Balance=65.00    |                       |            |         |   |         |              | 65.00    | 0.00   | 65.00 = Ending Balance =    |   |
| 6305-0000               |                       |            |         | Management Fee                                      |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 1/1/2025   | 01-2025 | Moschouris Management Co (mmd)                      | P-15607 | 01/2025 Mgr  | 575.00   | 0.00   | 575.00                      | 01/2025 Mgmt Fee  |
| 28202hol                | 28202 Woodward Holdir | 2/1/2025   | 02-2025 | Moschouris Management Co (mmd)                      | P-15746 | 02/2025 Mgr  | 575.00   | 0.00   | 1,150.00                    | 02/2025 Mgmt Fees   |
| 28202hol                | 28202 Woodward Holdir | 3/1/2025   | 03-2025 | Moschouris Management Co (mmd)                      | P-15946 | 03/2025 Mgr  | 575.00   | 0.00   | 1,725.00                    | 03/2025 Mgmt Fee  |
| 28202hol                | 28202 Woodward Holdir | 4/15/2025  | 04-2025 | Moschouris Management Co (mmd)                      | P-16156 | 04/2025 Mgr  | 575.00   | 0.00   | 2,300.00                    | 04/2025 Mgmt Fee  |
| Out of Balance=2,300.00 |                       |            |         |   |         |              | 2,300.00 | 0.00   | 2,300.00 = Ending Balance = |   |
| 6405-0000               |                       |            |         | Insurance - Property & Liability                    |         |              |          |        | 0.00 = Beginning Balance =  |   |
| 28202hol                | 28202 Woodward Holdir | 11/21/2023 | 11-2023 | Arthur J. Gallagher Risk Management Service         | P-12906 | 4926315      | 7.00     | 0.00   | 7.00                        | Add 29448 John R Rd 4.9 Acres Land  |
| 28202hol                | 28202 Woodward Holdir | 12/31/2023 | 12-2023 | to capitalize CY operating expenses as prope        | J-14292 |              | 0.00     | 7.00   | 0.00                        | to capitalize CY operating expenses as property is still under construction |
| 28202hol                | 28202 Woodward Holdir | 7/31/2024  | 07-2024 | 07/2024 Insurance Expense (1/12)                    | J-14616 |              | 58.33    | 0.00   | 58.33                       | 07/2024 Insurance Expense (1/12)  |
| 28202hol                | 28202 Woodward Holdir | 8/31/2024  | 08-2024 | 08/2024 Insurance Expense (2/12)                    | J-14617 |              | 58.33    | 0.00   | 116.66                      | 08/2024 Insurance Expense (2/12)  |
| 28202hol                | 28202 Woodward Holdir | 9/30/2024  | 09-2024 | 09/2024 Insurance Expense (3/12)                    | J-14618 |              | 58.33    | 0.00   | 174.99                      | 09/2024 Insurance Expense (3/12)  |
| 28202hol                | 28202 Woodward Holdir | 10/31/2024 | 10-2024 | 10/2024 Insurance Expense (4/12)                    | J-15141 |              | 58.33    | 0.00   | 233.32                      | 10/2024 Insurance Expense (4/12)  |
| 28202hol                | 28202 Woodward Holdir | 11/30/2024 | 11-2024 | 11/2024 Insurance Expense (5/12)                    | J-15142 |              | 58.33    | 0.00   | 291.65                      | 11/2024 Insurance Expense (5/12)  |
| 28202hol                | 28202 Woodward Holdir | 12/31/2024 | 12-2024 | 12/2024 Insurance Expense (6/12)                    | J-15143 |              | 58.33    | 0.00   | 349.98                      | 12/2024 Insurance Expense (6/12)  |
| 28202hol                | 28202 Woodward Holdir | 1/31/2025  | 01-2025 | 01/2025 Insurance Expense (7/12)                    | J-15653 |              | 58.33    | 0.00   | 408.31                      | 01/2025 Insurance Expense (7/12)  |
| 28202hol                | 28202 Woodward Holdir | 2/28/2025  | 02-2025 | 02/2025 Insurance Expense (8/12)                    | J-15654 |              | 58.33    | 0.00   | 466.64                      | 02/2025 Insurance Expense (8/12)  |
| 28202hol                | 28202 Woodward Holdir | 3/31/2025  | 03-2025 | 03/2025 Insurance Expense (9/12)                    | J-15655 |              | 58.33    | 0.00   | 524.97                      | 03/2025 Insurance Expense (9/12)  |

Accounts Receivable Agreement  
No. 70427534



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:  
The DTE Energy Company  
12080 Dixie  
Redford, MI 48239

"Customer" is:  
Moschouris Management & Development  
Erin Bourdic  
876 HORACE BROWN DRIVE  
Madison Heights, MI 48071

**Background Statement:** Customer requests DTE Energy to perform the work indicated below in the vicinity of 29448 John R, Madison Heights. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:  
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$2,867.62.

The type of work to be performed:

RM UG XFMR AND UG CONDUCTOR FROM CABLE POLE TO XFMR FOR DEMO.

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) Mary Peters/s Title: Supervisor Date: 1-9-2024  
Mary F Peters

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
07-241/3735

114  
Item 2.

01/18/2024 \$2,867.62\*\*\*

\*\*\*\* TWO THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 62/100 DOLLARS

TO THE  
ORDER OF

DTE Energy  
PO Box 740786  
Cincinnati, OH 45274-0786

⑈00000000114⑈ ⑆072413735⑆ 1200015640⑈

DATE:01/18/2024 CK#:114 TOTAL:\$2,867.62\*\*\* BANK:28202 Woodward Holding LLC(28202hol)  
PAYEE:DTE Energy(dte)

| Property | Account   | Invoice - Date        | Description             | Amount   |
|----------|-----------|-----------------------|-------------------------|----------|
| 28202hol | 5305-0000 | 70427534 - 01/01/2024 | DTE Transformer Removal | 2,867.62 |
|          |           |                       |                         | 2,867.62 |

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
07-241/3735

114

01/18/2024 \$2,867.62\*\*\*

\*\*\*\* TWO THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 62/100 DOLLARS

NON-NEGOTIABLE

TO THE  
ORDER OF

DTE Energy  
PO Box 740786  
Cincinnati, OH 45274-0786

## **Brownfield Plan Preparation Activities**

## AR Ledger

Thursday, May 29, 2025  
3:45:37 PM

Pinchin, LLC

Job-to-Date through 5/24/2025

| Invoice  | Mod/Receipt<br>Detail | Invoice<br>Date | Total      |
|--|-----------------------|-----------------|------------|
| <b>Project Number: R001.14784.000 Former Madison Heights Senior Center</b> |                       |                 |            |
| <b>Phase Number: 0001 29448 John R Road - Brownfield Plan</b>              |                       |                 |            |
| <b>Invoice: 00104452</b>   |                       |                 |            |
| 00104452   |                       | 6/29/2023       | 3,081.25   |
| 00104452   | Rcpt 00000000         | 6/29/2023       | (3,081.25) |
| <b>Total for 00104452</b>  |                       |                 |            |
| <b>Invoice: 00105619</b>   |                       |                 |            |
| 00105619   |                       | 11/21/2023      | 3,133.75   |
| 00105619   | Rcpt 00000000         | 11/21/2023      | (3,133.75) |
| <b>Total for 00105619</b>  |                       |                 |            |
| <b>Invoice: 00105820</b>   |                       |                 |            |
| 00105820   |                       | 12/19/2023      | 2,648.75   |
| 00105820   | Rcpt 00000000         | 12/19/2023      | (35.00)    |
| 00105820   | Rcpt 00000000         | 1/4/2024        | (2,613.75) |
| <b>Total for 00105820</b>  |                       |                 |            |
| <b>Invoice: 00106727</b>   |                       |                 |            |
| 00106727   |                       | 4/12/2024       | 4,289.16   |
| 00106727   | Rcpt 00000000         | 6/11/2024       | (4,289.16) |
| <b>Total for 00106727</b>  |                       |                 |            |
| <b>Invoice: RT104253</b>   |                       |                 |            |
| RT104253   | Rcpt 00000000         | 6/8/2023        | 6,250.00   |
| RT104253   | Rcpt 00000000         | 6/22/2023       | (6,250.00) |
| <b>Total for RT104253</b>  |                       |                 |            |
| <b>Total for 0001</b>  |                       |                 |            |

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

|  |   |
|--|---|
| <b>Moschouris Management Company LLC</b><br>876 Horace Brown Dr<br>Madison Heights, MI 48071 | <b>Bank of Ann Arbor</b><br>125 South 5th Ave<br>Ann Arbor, MI 48104<br>87-241/3755 |
|--|---|

2473

|            |               |
|------------|---------------|
| 06/15/2023 | \$6,250.00*** |
|------------|---------------|

\*\*\*\* SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS

THE  
PER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906





Invoice 105820 0000002473 072463735 200003612

Deposit Check





**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

June 29, 2023  
 Project No: 01-14784-0  
 Invoice No: 104452  
**Invoice Total - \$3,168.75**

Project Manager: Elizabeth Masserang

Service Group 0001 29448 John R Road, Madison Heights, Michigan

| Task            | Cost     |
|-----------------|----------|
| Brownfield Plan | 2,401.25 |
| TIF Tables      | 680.00   |
| Meetings        | 0.00     |
| Total Fee       | 3,081.25 |

**Brownfield Plan Preparation and Implementation: Brownfield Plan Preparation (G1) for \$3,081.25**

**Subtotal 3,081.25**

#### Additional Fees

|                              |                  |                     |
|------------------------------|------------------|---------------------|
| Check#2473 06/22/23          | -6,250.00        |                     |
| <b>Total Additional Fees</b> | <b>-6,250.00</b> | <b>-6,250.00</b>    |
| <b>Total this Service</b>    |                  | <b>- \$3,168.75</b> |
| <b>Total this Invoice</b>    |                  | <b>- \$3,168.75</b> |

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

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

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

**Invoice Payable Upon Receipt**



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

November 21, 2023  
 Project No: 01-14784-0  
 Invoice No: 105619

Service Group 0001 29448 John R Road - Brownfield Plan  
 29448 John R Road, Madison Heights, Michigan

**Brownfield Plan Preparation and  
 Implementation: Brownfield Plan  
 Preparation (G1) for \$3,133.75**

| Task            | Cost      | Percent Complete | Previous Fee Billing | Current Fee Billing |
|-----------------|-----------|------------------|----------------------|---------------------|
| Brownfield Plan | 7,000.00  | 67.25            | 2,401.25             | 2,306.25            |
| TIF Tables      | 5,500.00  | 25.8636          | 680.00               | 742.50              |
| Meetings        | 4,000.00  | 2.125            | 0.00                 | 85.00               |
| Total Fee       | 16,500.00 |                  | 3,081.25             | 3,133.75            |
| <b>Subtotal</b> |           |                  |                      | <b>3,133.75</b>     |

#### Additional Fees

|  |                  |                  |
|--|------------------|------------------|
| Ck#2473 06/22/23 (Used 3081.25-104452) | -3,168.75        |                  |
| <b>Total Additional Fees</b>           | <b>-3,168.75</b> | <b>-3,168.75</b> |
| <b>Total this Service</b>              |                  | <b>-\$35.00</b>  |
| <b>Total this Invoice</b>              |                  | <b>-\$35.00</b>  |

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

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

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

**Invoice Payable Upon Receipt**



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

December 19, 2023  
 Project No: 01-14784-0  
 Invoice No: 105820

**Invoice Total \$2,613.75**

Service Group 0001 29448 John R Road, Madison Heights, Michigan

**Brownfield Plan Preparation and Implementation: Brownfield Plan Preparation (G1) for \$2,648.75**

| Task            | Fee       | Percent Complete | Previous Fee Billing |                 |
|-----------------|-----------|------------------|----------------------|-----------------|
| Brownfield Plan | 7,000.00  | 81.8214          | 4,707.50             | 1,020.00        |
| TIF Tables      | 5,500.00  | 55.4773          | 1,422.50             | 1,628.75        |
| Meetings        | 4,000.00  | 2.125            | 85.00                | 0.00            |
| Total Fee       | 16,500.00 |                  | 6,215.00             | 2,648.75        |
| <b>Subtotal</b> |           |                  |                      | <b>2,648.75</b> |

**Additional Fees**

Ck#2473 06/22/23 (Used 3133.75-105619) -35.00  
**Total Additional Fees -35.00 -35.00**

**Total these Tasks \$2,613.75**

**Total this Service \$2,613.75**

**Total this Invoice \$2,613.75**

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

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

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

**Invoice Payable Upon Receipt**

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
87-241/3735

110

12/28/2023

\$2,613.75\*\*\*

\*\*\*\* TWO THOUSAND SIX HUNDRED THIRTEEN AND 75/100 DOLLARS

TO THE  
ORDER OF

PM Enviromental  
3340 Ranger Road  
Lansing, MI 48906

Invoice # 105820



⑈0000000110⑈ ⑆072413735⑆ 1200015640⑈



**PM Environmental, a Pinchin Company**  
**4080 West Eleven Mile Road**  
**Berkley, MI 48072**  
**Phone: (517) 321-3331**  
**Toll Free: (800) 485-0090**  
**Fax: (877) 884-6775**

William Gershenson  
 Moschouris Management Company, LLC  
 28454 Woodward Avenue  
 Royal Oak, MI 48067

April 12, 2024  
 Project No: 01-14784-0  
 Invoice No: 106727

**Invoice Total \$4,289.16**

Service Group 0001 29448 John R Road, Madison Heights, Michigan

| Task            | Fee       | Percent Complete          | Previous Fee Billing | Cost              |
|-----------------|-----------|---------------------------|----------------------|-------------------|
| Brownfield Plan | 7,000.00  | 100.00                    | 5,727.50             | 1,272.50          |
| TIF Tables      | 5,500.00  | 100.00                    | 3,051.25             | 2,448.75          |
| Meetings        | 4,000.00  | 16.3228                   | 85.00                | 567.91            |
| Total Fee       | 16,500.00 |                           | 8,863.75             | 4,289.16          |
| <b>Subtotal</b> |           |                           |                      | <b>4,289.16</b>   |
|                 |           | <b>Total these Tasks</b>  |                      | <b>\$4,289.16</b> |
|                 |           | <b>Total this Service</b> |                      | <b>\$4,289.16</b> |
|                 |           | <b>Total this Invoice</b> |                      | <b>\$4,289.16</b> |

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

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

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

**Brownfield Plan Preparation and Implementation: Brownfield Plan Preparation (G1) for \$4,289.16**

**Invoice Payable Upon Receipt**

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

28202 Woodward Holding LLC  
876 Horace Brown Dr  
Madison Heights, MI 48071

Bank Of Ann Arbor  
125 South 5th Ave  
Ann Arbor, MI 48104  
07-241/3735

140

05/30/2024

\$4,289.16\*\*\*

\*\*\*\* FOUR THOUSAND TWO HUNDRED EIGHTY NINE AND 16/100 DOLLARS

TO THE  
ORDER OF

PM Environmental  
3340 Ranger Road  
Lansing, MI 48906

Invoice # 106727



⑈0000000140⑈ ⑆072413735⑆ 1200015640⑈

## Downtown Development Authority of City of Madison Heights

### Memorandum

**Date:** June 12, 2025

**To:** MHDDA Board

**From:** Giles Tucker, Community Development Director

**Subject:** **515 E. 11 Mile Delton Approach Easement Agreement**

---

The property owner of 515 E 11 Mile Rd reached out to the DDA with concerns about the impact on his private parking due to the 11 Mile Streetscape project. Since then, the DDA, city engineers and the city attorney have worked out an agreement with the property owner. The 11 Mile Streetscape project originally proposed that the approach to this private parking lot be closed to make way for on-street parking and that approach would be put in on Delton to maintain access to the lot. Doing so would add public on-street parking, but it would effectively eliminate two (2) of the eleven (11) total private parking spaces.

Instead of losing these two spaces, the property owner asked that the DDA forgo installing the Delton approach and asked how they could secure access to their parking lot through the city alleyway. The following is a summary of the proposed easement agreement:

- The City grants easement to the property owner and their tenant's ingress and egress on the public alleyway behind their business ensuring access to their parking lot.
- The property owner is responsible for the maintenance of this portion of the alleyway so long as this easement agreement remains in effect.
- **The easement will be in effect for at least one (1) year to give the easement a chance to work. If it is adversely affecting the business operations of the property, the property owner can request that an approach on Delton be installed at the expense of the DDA within a two (2) year window of the easement going into effect. After this window, a Delton approach may be installed, but at the private property owner's expense.**
- For purposes of determining parking requirements, the City agrees to give the property owner credit for the two parking spaces eliminated by the streetscape project.

There are trade-offs to this arrangement. Constructing an approach on Delton is already priced into the costs of Streetscape project, and in the event the property owner wanted the approach within the two (2) year window, it would likely be more expensive to install as a standalone project. However, not having an approach on Delton is one less conflict point for vehicles and pedestrians. Further, the purpose of this project is to support our downtown businesses and when we can make adjustments that help businesses, we should.

**Staff Recommended Action:**

Staff recommend that the DDA board agree to the terms set forth within this proposed Easement Agreement and authorize the DDA chairperson to sign this agreement as presented. If approved this agreement will be brought to City Council for consideration and recorded at the Oakland County Register of Deeds of approved.



## **EASEMENT**

**THIS EASEMENT FOR INGRESS AND EGRESS** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Grantor, City of Madison Heights, a Michigan municipal corporation, by and through the Madison Heights Downtown Development Authority (the “DDA”), whose collective address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereafter the “City” and/or the “Grantor”) and Madison Heights East 11 Mile LLC, a Michigan limited liability company, whose address is 44004 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48302 (hereinafter the “Company” and/or the “Grantee”).

## **RECITALS:**

**WHEREAS**, the City is a Michigan municipal corporation, duly and legally organized under and existing as a Home-Rule City, under the provisions of 1909 P.A. 279, being specifically Michigan Compiled Laws (MCL) 117.1 et seq., with its principal offices located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071; and,

**WHEREAS**, the City is the owner of the entire public alleyway between Delton and Osmun Street in the City of Madison Heights (the “public alleyway” or the “burdened property”), with the legal description of the public alleyway being attached hereto and made a part hereof as Exhibit A; and,

**WHEREAS**, the Company is a Michigan limited liability company, duly and legally organized under and existing by virtue of the laws of the State of Michigan, with its principal offices located at 44004 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48302; and,

**WHEREAS**, the Company is the owner of the property located at 515 11 Mile Road, Madison Heights, Michigan 48071 (hereinafter referred to as the “Company’s property” or “benefited property”), with the legal description of the Company’s property being attached hereto as Exhibit B; and,

**WHEREAS**, the City, by and through the DDA, has developed and approved the “2025 Downtown Streetscape E. 11 Mile Road Project” (the “Project”) to revitalize the 11 Mile Road Corridor from John R to Lorenz Street, in the City of Madison Heights. The purpose of the Project is to enhance the business environment, by promoting on-street parking, upgrading sidewalks and pedestrian walkways, advancing a better use

of public spaces, and encouraging private investments that contributes to a more vibrant Downtown District, all of which will create an appealing and attractive environment for all; and,

**WHEREAS**, the Project will be implemented on 11 Mile Road, between John R and Lorenz Street, and will include reduction of the roadway from four to three lanes, the addition on-street parking, improved sidewalks and public pathways, installation of landscaping, and pedestrian amenities, including benches, bicycle racks, and trash bins, all of which is intended to create a more walkable, safe, and attractive environment for neighborhood businesses, residents, organizations, and visitors; and, .

**WHEREAS**, to provide on-street parking and to properly complete the Project, the City is required to close the driveway approach on 11 Mile Road to the Company's parking lot and provide an alternative means of ingress and egress to and from the Company's parking lot; and,

**NOW WHEREFORE**, based upon the foregoing statements, which the parties accept and acknowledge as true and accurate, and in consideration of the additional promises and mutual covenants herein received and contained, the parties agree as follows:

1. That the City shall close off the driveway approach on 11 Mile Road to the Company's parking lot and provide on-street parking directly in front of the Company's property, as more particularly depicted on Exhibit E attached hereto. This on-street parking shall be available to members of the public, including customers of the Company.
2. That, in lieu of the driveway approach on 11 Mile Road to the Company's property, the City hereby grants, gives, and conveys a twenty (20') foot wide easement to the Company for ingress and egress on a portion of the public alleyway between Delton and Osmun Street in the City of Madison Heights, with the legal description of the easement being attached hereto and made a part hereof as Exhibit C and the Engineer's plans and specifications being attached hereto and made a part hereof as Exhibit D.
3. That the Company accepts the easement for the purposes described herein, which acceptance is evidenced by execution of the easement by each party and its recording at the Oakland County Register of Deeds. Since most of the easement use will be the Company's customers, employees and invitees, the Company shall promptly maintain, repair and restore the easement area if damaged or disturbed by reason of the exercise of any of the foregoing rights or powers, to its original condition in a good and workmanlike manner, at its sole cost and expense. The maintenance obligation includes snow removal and salting in the easement area only. Further, the Company releases, defends, indemnifies and hold the City harmless, including its city council, officers, administrators, employees, attorneys, departments, boards and commissions, consultants, contractors, affiliates, insurers, agents, servants, successors, assigns, or equivalent, or anyone claiming by or through them, from any and all actions, causes of action, and claims of any nature whatsoever, which were, are, or may, in the future, be cognizable against the City in regard to the Company's use of the easement, including its customers, employees, and invitees, and its maintenance and repair of the same, if necessary.
4. That the Company shall have non-exclusive use of the easement for the purposes stated herein; provided, however, since the alleyway must remain open to Police, Fire, EMS and Utility companies, the easement cannot be blocked or barricaded in any way and the utilities (on, in, under or above) may not be impaired or hindered in any way. Further, nothing shall impede or prohibit the Company's employees, customers, invitees, or vendors from entering on the Osmun side of the alleyway to get to the Company's parking lot; or the employees, customers, invitees, or vendors of the neighboring

business from entering on either side of the alleyway to get to their respective destination. Nonetheless, the City shall construct a sign, at its sole cost and expense, directing the Company's employees, customers, invitees, and vendors to the Company's parking lot.

5. That, if the Company determines, in its sole discretion, that the easement is adversely affecting its business operations and/or customer convenience, the Company may request, in writing, that the City vacate the easement and build a driveway approach into the Company's parking lot from Delton Street, at the sole cost and expense of the City, by and through the DDA. In such a case, the easement shall be vacated by a written agreement signed by both parties and recorded at the Oakland County Register of Deeds. Notwithstanding the foregoing, the parties acknowledge that, to give the easement a fair chance to work, said request to build a driveway approach from Delton shall not be made for at least one (1) year from the date the easement has become operational and in use and not later than years (2) years from said date. Notwithstanding the two (2) year limit set forth in the previous sentence, if Company ever elects to redevelop the Company's property, as a result of casualty or otherwise, and the Company and City, in their mutual reasonable judgment determine that the Company's property, as redeveloped, would function better with a driveway approach into the Company's parking lot from Delton Street then the City would not object to the installation of such driveway approach with the exact location of said approach on Delton Street subject to a Company initiated site plan review process for such improvements, subject to all access management standards contained within the Zoning Ordinance; the costs for such improvements, including all application and review fees, shall be paid by the Company. The Company acknowledges that it currently has eleven (11) parking spaces and one (1) handicap space in its parking lot. The Company further acknowledges that a driveway approach from Delton shall result in the loss of two (2) parking spaces. Even so, for purposes of complying with the City's parking ordinances, the City will give the Company credit for the two missing parking spaces.

6. That the signatories represent and warrant that they, by execution of this Easement, have authority to act on behalf of the City, by and through the DDA, as Grantor, and the Company, as Grantee, respectively. Further, this Easement may be signed in one or more counterparts, all of which, when taken together, shall be deemed to be one full and complete document. Copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year written above

**"GRANTOR"**

**CITY OF MADISON HEIGHTS,  
a Michigan municipal corporation**

**"GRANTEE"**

**MADISON HEIGHTS EAST 11 MILE  
ROAD, LLC, a Michigan limited liability  
company**

\_\_\_\_\_  
By: Melissa R. Marsh, City Manager

\_\_\_\_\_  
By: Charles Laurencelle, Managing Member

\_\_\_\_\_  
By: Cheryl E. Rottman, City Clerk

**MADISON HEIGHTS DOWNTOWN  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
By: Yousef Jarbo, Chairman

**STATE OF MICHIGAN )**  
**) SS.**  
**COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Melissa R. Marsh and Cheryl E. Rottman, City Manager and City Clerk of the City of Madison Heights, and Yousef Jarbo, Chairman of the Madison Heights Downtown Development Authority (“DDA”) to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they have executed the same as their free act and deed on behalf of the City of Madison Heights, by and through the DDA.

\_\_\_\_\_  
 Notary Public  
 Acting in \_\_\_\_\_ County  
 \_\_\_\_\_ County, MI  
 My Comm. expires: \_\_\_\_\_

**STATE OF MICHIGAN )**  
**) SS.**  
**COUNTY OF OAKLAND)**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Charles Laurencelle, managing member of Madison Heights East 11 Mile LLC, a Michigan limited liability company (hereinafter the “Company”), to me known to be the person described in and who executed the foregoing instrument and acknowledged that he has executed the same as his free act and deed on behalf of the Company

\_\_\_\_\_  
 Notary Public  
 Acting in \_\_\_\_\_ County  
 \_\_\_\_\_ County, MI  
 My Comm. expires: \_\_\_\_\_

**DRAFTED BY AND WHEN RECORDED**  
**RETURN TO:**

Jeffrey A. Sherman, Esq.  
 30700 Telegraph Road, #3420  
 Bingham Farms, MI 48025  
 (248) 540-3366 Telephone  
 (248) 540-5959 Fax

**EXHIBIT A:****LEGAL DESCRIPTION OF ENTIRE PUBLIC ALLEYWAY (BURDENED PROPERTY)**

**“ALL OF AN EAST-WEST 20 FOOT WIDE PUBLIC ALLEY LYING BETWEEN DELTON STREET (50 FEET WIDE) AND OSMUN STREET (50 FEET WIDE), NORTH OF 11 MILE ROAD OF “TUXEDO PARK SUBDIVISION” OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS BEING DESCRIBED AS A 20 FOOT ALLEY LYING BETWEEN THE EAST LINE OF DELTON STREET AND THE WEST LINE OF OSMUN STREET, LYING ADJACENT TO LOTS 485 THROUGH 498 OF SAID “TUXEDO PARK SUBDIVISION.”**

**EXHIBIT B:****LEGAL DESCRIPTION OF COMPANY'S PROPERTY (BENEFITED PROPERTY)**

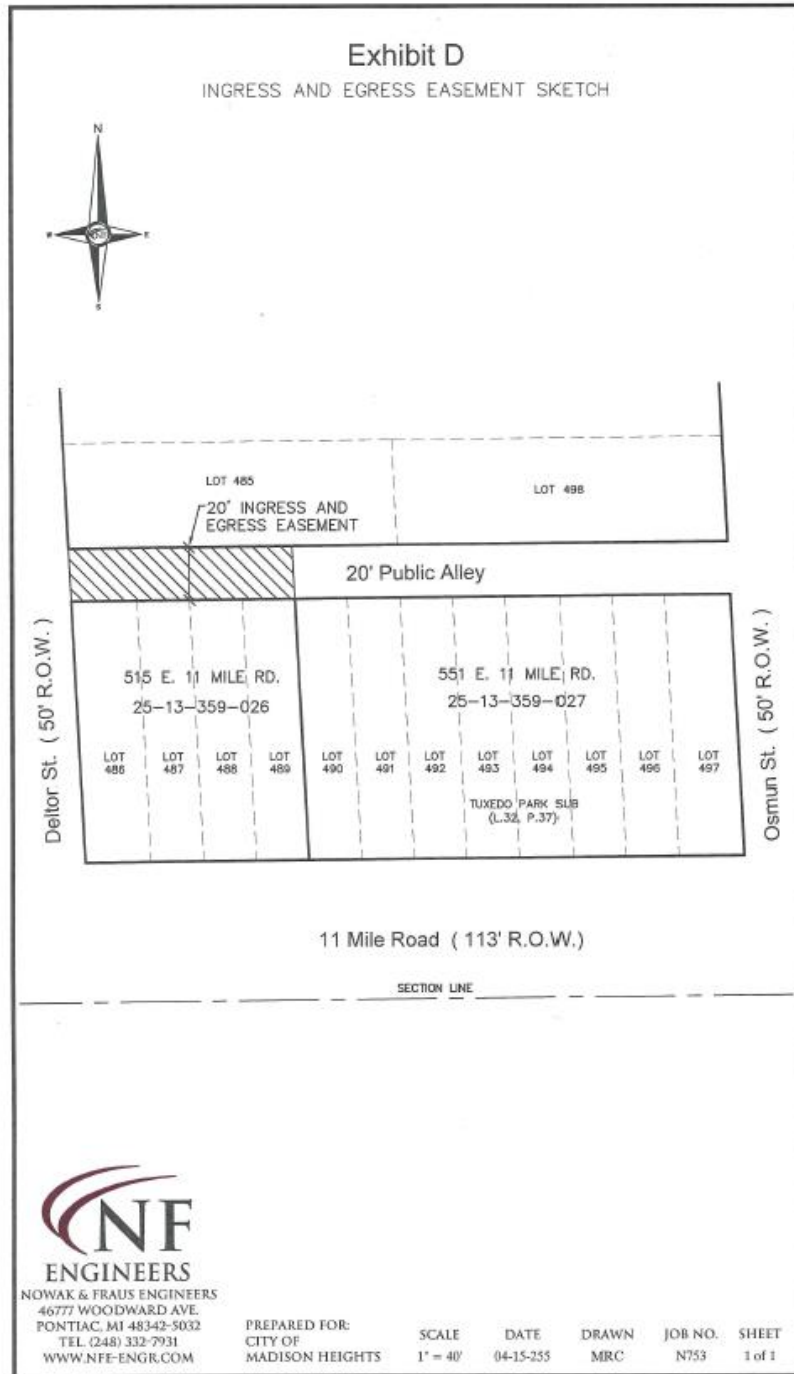
**LOTS 486 THROUGH 489, INCLUSIVE, OF "TUXEDO PARK SUBDIVISION" OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS, COMMONLY KNOWN AS 515 E. 11 MILE ROAD, MADISON HEIGHTS, MICHIGAN 48071.**

**TAX ID: 25-13-359-026**

**EXHIBIT C:****LEGAL DESCRIPTION OF EASEMENT**

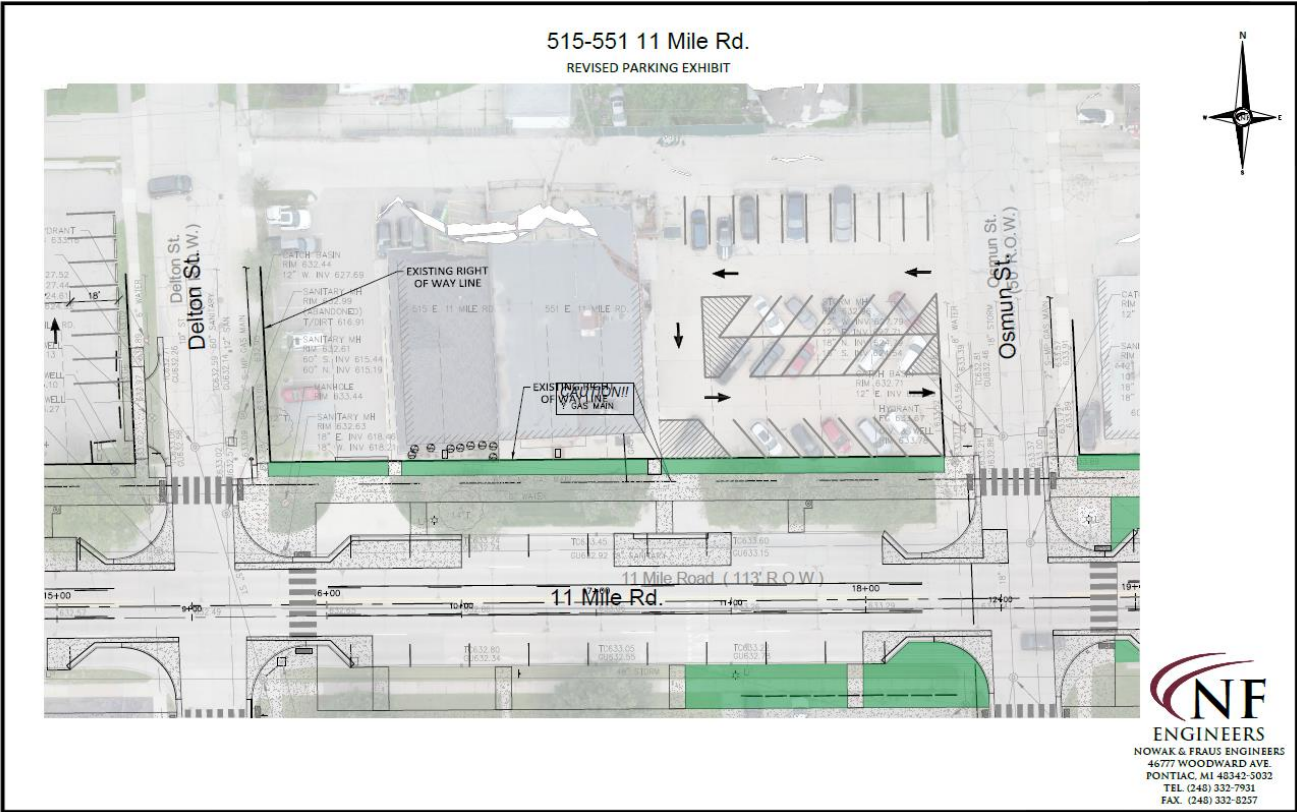
A 20 FOOT WIDE EASEMENT BEING A PART OF AN EAST-WEST 20 FOOT WIDE PUBLIC ALLEY LYING BETWEEN DELTON STREET (50 FEET WIDE) AND OSMUN STREET (50 FEET WIDE), NORTH OF 11 MILE ROAD OF "TUXEDO PARK SUBDIVISION" OF PART OF THE SOUTHWEST 1/4 OF SECTION 13, ROYAL OAK TOWNSHIP (NOW CITY OF ROYAL OAK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 32 OF PLATS, ON PAGE 37, OAKLAND COUNTY RECORDS BEING DESCRIBED AS A 20 FOOT EASEMENT LYING BETWEEN THE EAST LINE OF DELTON STREET AND THE EAST LINE OF LOT 489, AS EXTENDED, LYING ADJACENT TO LOTS 485 THROUGH 489 OF SAID "TUXEDO PARK SUBDIVISION."

**EXHIBIT D:**  
**ENGINEER'S PLANS AND SPECIFICATIONS**





**EXHIBIT E:**  
**PARKING DEPICTION**



**Downtown Development Authority of City of Madison Heights****Memorandum****Date:** June 11, 2025**To:** Downtown Development Authority Board Members**From:** Giles Tucker, Community Development Director**Subject:** New MHDDA Member Discussion

---

The DDA board consists of 13 total voting members, two of which are the Mayor and City Manager. To date, we have 10 members serving, with one vacancy. The by-laws state that the board must have a majority of members who have a property interest in the DDA (at least 7) and to date we have a total of 9. The Mayor has the power to appoint candidates to vacancies on the DDA board.

At our April 17<sup>th</sup> DDA meeting we had two residents who attended our meeting, Kristen Loagaos and Ryan Gerblich. Both were engaged in discussion and remain interested in becoming a member of the DDA Board. The mayor has asked that the board provide her with feedback about these candidates, and if the board feels as though one of these applicants would be a good fit for the board, to provide her with a recommendation for appointments. Attached are their Boards and Commissions applications for consideration.

**From:** [Municode Portal via Municode Portal](#)  
**To:** [Clerks](#)  
**Subject:** Form submission from: Boards and Commissions Application  
**Date:** Wednesday, February 12, 2025 7:48:05 PM

---

Submitted on Wednesday, February 12, 2025 - 7:47pm

Submitted by user: Visitor

Submitted values are:

First Name: Kristen

Last Name: Lagos

Phone Number:

Email: kristenlagos@gmail.com

Date of Birth: Mon, 04/09/1990

Board, Commission, Committee: Downtown Development Authority

Years a Resident of this Municipality: 1

Experience/Professional Expertise/Education (Please provide dates of education and experience.):

I have been a Marketing Director at an e-commerce business based out of Troy for the last 10 years.

I studied Sociology at Oakland University from 2010-2014.

Current of Prior Experience on Boards/Commissions/Committees: None

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups- please provide dates):

I have attended every city council meeting (virtually) since I became a resident of Madison Heights. Previous yoga teacher to the local rock climbing community at Planet Rock in Madison Heights.

Reasons for Wanting to Serve:

I am a new resident of Madison Heights, but I am already impressed with all the city has to offer and how it is run. As a new mom, I desire to contribute to the community my son will grow up in and participate more in civic engagement. Serving on the Downtown Development Authority board would allow me to offer a perspective that comes from a business and marketing background.

Have you ever been arrested and convicted of a misdemeanor or felony?: No

If so, please explain:

By checking this box, I authorize the City of Madison Heights to conduct a background check on me. I grant permission for the release of any information necessary for the background check.: Agree

Signature: Kristen Lagos

Resume, Education, etc. (Optional):

**From:** [Municode Portal via Municode Portal](#)  
**To:** [Clerks](#)  
**Subject:** Form submission from: Boards and Commissions Application  
**Date:** Wednesday, March 26, 2025 2:09:25 AM

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Submitted on Wednesday, March 26, 2025 - 2:09am

Submitted by user: Visitor

Submitted values are:

First Name: Ryan

Last Name: Gerblick

Phone Number: 248-974-5370

Email: rgerblick@gmail.com

Date of Birth: Wed, 06/19/1991

Board, Commission, Committee: Downtown Development Authority

Years a Resident of this Municipality: 6

Experience/Professional Expertise/Education (Please provide dates of education and experience.):

Michigan State University, BS: Graduated 2013

Front-End Web Developer / e-Commerce Management: 2013 - Present

Current of Prior Experience on Boards/Commissions/Committees: N/A

Civic Activities and Memberships (Roles with fraternal, business, church, or social groups-please provide dates): N/A

Reasons for Wanting to Serve:

I want to get more involved in the community and I saw a vacancy for a member position on the Downtown Development Authority, which seems very interesting. While I recognize that all other current members seem to be business owners in the "downtown district," I think that as a very local resident to the district, I can offer a unique perspective to the group. Additionally, I have a lot of experience in data analytics and modeling from my job, which may be useful down the road once I'm more acclimated to the goals of the DDA, and can help manage the DDA website which seems like it could be an excellent touch point to the community for ongoing DDA efforts - namely the 11 Mile Streetscape project.

Have you ever been arrested and convicted of a misdemeanor or felony?: No

If so, please explain:

By checking this box, I authorize the City of Madison Heights to conduct a background check

on me. I grant permission for the release of any information necessary for the background check.: Agree

Signature: Ryan Gerblich

Resume, Education, etc. (Optional):

**Downtown Development Authority of City of Madison Heights****Memorandum**

**Date:** June 12, 2025  
**To:** MHDDA Board  
**From:** Giles Tucker, Community Development Director  
**Subject** **11 Mile Streetscape Block Party Outdoor Event**

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The 11 Mile Streetscape project is anticipated to be completed by September 12<sup>th</sup>. To celebrate, there has been interest in planning a block party style event in the project area. The promotions committee met in May to discuss the scope, draft an itinerary and to better understand what it would take to have a successful event. This event is intended to be around 6 hours with around 300 total attendees. The event would include partnerships with DDA area restaurants and businesses, food trucks, a sound stage with bands, yard games in the street like cornhole, and vendors. Saturday October 4<sup>th</sup> was identified as the best date for the event as it would account for the unlikely event the streetscape project is delayed and far enough away from the start of school.

There are risks associated with holding an outdoor event. The most obvious risk is weather. Scheduling bands, vendors, food trucks and equipment rental such as a stage and portable toilets incur cost regardless of the weather. An event of this scope takes a lot of effort to prepare for. Recruitment of vendors, bands and sound engineers, food trucks, reserving the stage, recruiting sponsors and promoting the event would need to begin now. Further, because the event requires road closures and early communication with the neighborhood, businesses, and schools will be very important. While successful events learn and improve over time, the first impression we make for major downtown events is very important.

I have included a draft budget for the event of around \$12,000. All the costs are estimates I have gathered from other Madison Heights events, Oakland County Recreation and local vendors. The biggest unknown right now is food trucks. With a new event, we don't have a way of clearly demonstrating attendance, so many food truck vendors may charge a minimum fee. To be successful the DDA board would need to make the decision to host this event ASAP, or to plan something for next Spring.

**Staff Recommended Action:**

A decision to hold this event needs to be made at this meeting to allow for enough time to plan the event. If the DDA board wants to move forward staff requests a budget of \$15,000 to cover event costs and to account for unforeseen additional costs. This will require an amendment to the DDA budget. It is recommended that \$15,000 is transferred from "Improvements" 248-863-987-0000 to "Events" 248-863-817-0000.

### 1. Draft Event Budget

| <b>11 Mile Streetscape Block Party October 4th (Around 300 Guests; 6-hour event)</b> |               |          |                   |
|--|---------------|----------|-------------------|
|  |               |          |                   |
| <b>Revenue</b>   | Quan-<br>tity | Unit \$  | Total             |
| DDA Budget Events Budget   | 1             | \$500.00 | \$500.00          |
| Vendor Fees  | 40            | \$35.00  | \$1,400.00        |
| <b>Banners &amp; Other Potential Sponsorships</b>                                    | <b>?</b>      |          |                   |
|  |               |          |                   |
| <b>Grand Total</b>   |               |          | <b>\$1,900.00</b> |

| <b>Expenses</b>   |          |                   |                    |
|---|----------|-------------------|--------------------|
| Stage   | 1        | \$550.00          | \$550.00           |
| <b>Food Trucks (Minimums)</b>   | <b>4</b> | <b>\$1,000.00</b> | <b>\$4,000.00</b>  |
| Audio/Sound Equipment & Engineer (1 engineer & 1 assistant)                                     | 1        |                   | \$1,600.00         |
| Bands/Live Music  | 5        | \$500.00          | \$2,500.00         |
| Labor- DPS, PD FD   |          |                   |                    |
| Trash Bins- DPS?  |          |                   | \$0.00             |
| Portable Toilets  | 5        | \$165.00          | \$825.00           |
| ADA Compliant Portable Toilet   | 1        | \$235.00          | \$235.00           |
| Portable Sink (double sided)  | 2        | \$145.00          | \$290.00           |
| Electricity/Generator or a Drop   |          |                   | \$0.00             |
| GO! Games (Cornhole, mini curling, Jumbo Yard Games, Battleship, Quad-shot basketball) per hour | 2        | \$400.00          | \$800.00           |
| Face Painting & Balloon Art (Est. 4 Hours)  | 4        | \$120.00          | \$480.00           |
| Advertising & Decorations   |          |                   | \$500.00           |
| <b>Grand Total</b>  |          |                   | <b>\$11,780.00</b> |

### 2. Draft Event Itinerary

- Date/Time October 4<sup>th</sup> 12-6pm
- 8-11AM Set-up (PA system, stage, roadblocks, vendors, food trucks, yard games, face painting/balloons other attractions ready)
- Welcome Message from Mayor 12pm
- Bands have 45 min sets with 15min breaks in between.
- Event "Last call" around 5:30-6pm
- PA system, stage, roadblocks, vendors, food trucks, yard games, face painting/balloons broken down and out of roadway. Roadblocks removed and roadway cleared.



## Downtown Development Authority of City of Madison Heights

### Memorandum

**Date:** June 11, 2025

**To:** Downtown Development Authority Board Members

**From:** Giles Tucker, Community Development Director

**Subject:** 11 Mile Streetscape Project Update

### 11 Mile Streetscape Project Phase I Updates

1. 11 Mile Streetscape Groundbreaking: June 20<sup>th</sup> at 11am: The 11 Mile Streetscape Groundbreaking event will be held in **front of the United Methodist Church on Friday June 20<sup>th</sup> at 11AM**. Afterwards, attendees are encouraged to join each other for lunch at Woodpile BBQ (\$13+) to socialize. Woodpile is also offering pulled pork and pulled chicken sandwich with a drink for \$5! I will be inviting City Council, DDA area businesses, Chamber of Commerce, and local media to the event.
2. United Methodist Church Sign & ROW Purchase Agreement: A City Council approved the property transfer agreement between the City of Madison Heights and the United Methodist Church on June 9<sup>th</sup>. We have signed an agreement to complete the job with Signarama of Clinton Township for a cost of \$12,574.71. The demolition portion of the project is set to begin prior to road construction.
3. 515 E. 11 Mile Rd- Charles Laurencelle: An easement agreement document has been considered for approval of the DDA at the June 19<sup>th</sup> meeting. Assumed it is approved; I would attempt to include it for consideration from City Council at the July 14<sup>th</sup> Regular Meeting.
4. 241 E 11 Mile R Rd: The current property owner is seeking to sell the property to a new owner, a Veterinary Clinic. The ZBA approved a residential setback variance for this use on June 5<sup>th</sup>. The Streetscape impacts the parking circulation considerably when the 11 Mile approach is closed. To provide enough of a drive aisle to allow for parking in the south portion of the parking lot, revisions to the construction plans and landscaping need to be completed. City staff are working to prepare an exhibit and encroachment agreement.

**Downtown Development Authority of City of Madison Heights****Memorandum**

**Date:** June 11, 2025

**To:** Downtown Development Authority Board Members

**From:** Giles Tucker, Community Development Director

**Subject:** Update on Ongoing Projects

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**MHDDA Business Digital Marketing Program Update**

Tony Austin sent confirmation of the completion of a promotional video for Mia's Bar & Grill on May 24<sup>th</sup>. The agreement between One Vision Media and the DDA was amended to allow for up to 8 videos to be completed under this program. To date, the following DDA businesses have received a promo video from One Vision Media:

1. Madison Motors
2. Amore Beautiful You Salon
3. Diamond Jim's Custom Jewelry and Repairs
4. Cadillac Straits
5. Mia's Bar and Grill

**Snowflake Decorations**

At our April meeting the board wanted to explore the possibility of manufacturing light post decorations in-house but also authorize staff to purchase holiday decoration in an amount not to exceed \$15,000. Since this meeting, staff negotiated the purchase of (34) 6' snowflakes from Holiday Designs from Gainesville, Georgia. As of June 10<sup>th</sup>, around 29 of the 34 snowflakes have been completed. No delivery/shipping has been scheduled. Staff anticipate another update from Holiday Designs on June 17<sup>th</sup>.

**Holiday Banners**

At our April meeting, the board selected one banner, asked the Design committee to select a second banner and authorized staff to spend up to \$3,500. After receiving a final design proof for the "Shop, Dine, Enjoy" banner, the logo looks too small on the banner. To get the logo larger on the banner and to fit with the design cost an additional \$425, a total of \$3,421.40.